
Case#16-2025: 806 Boulder Drive CUP for STR

Linda Lafferty Ladd <linda.ladd47@gmail.com>
To: "Patrick.Zenner@como.gov" <Patrick.Zenner@como.gov>

Wed, Nov 13, 2024 at 9:42 PM

Dear Mr Zenner,

My husband and I **OPPOSE** Case#16-2025: 806 Boulder Drive Conditional Use Permit (CUP) for Short Term Rental (STR) request.

We own 707 Ames Drive which is located a few houses from 806 Boulder.

We purchased 707 Ames in the early 2000s based on the **quiet, RESIDENTIAL, single-family nature of the Seven Oaks neighborhood**. We would not purchase Ames today if STR properties were allowed in the neighborhood. Who wants to live close to a parade of eight transient strangers nightly for 210 nights per year? How would Massie Holdings, LLC assure that their transient guests abide by our HOA covenants and rules?

Seven Oaks neighborhood is not a tourist destination and transient guests are not conducive to a residential, family-oriented environment. We are concerned that this potential 806 Boulder Drive **Short Term Rental property would detract from the AMBIENCE, SAFETY, COMFORT and PROPERTY VALUE** of nearby homes.

As you deliberate Case #16-2025, please consider the financials of this request. The potential **monetary gain for a STR owner could come at the expense of all other Seven Oaks property owners such as Don and me.**

Please do not allow a Short Term Rental property near the home we've owned and maintained for almost twenty years.

Thank you for your careful consideration of Case#16-2025.

Don and Linda Ladd

Linda Lafferty Ladd
Linda.Ladd47@gmail.com
630.220.6144 cell

Public comment on case 16-2025

Timothy Teddy <Timothy.Teddy@como.gov>
To: Timothy Teddy <Timothy.Teddy@como.gov>
Bcc: pzc-members@como.gov

Tue, Nov 19, 2024 at 10:36 AM

Good morning Commissioners,

Please see the comments below from a concerned property owner in regard to case 16-2025 (Conditional Use Permit-Short-term Rental at 806 Boulder Drive) on your agenda Thursday evening. They requested that we provide the attached "Seven Oaks HOA Rules and Regs" with their comments. Please let me know if you have any questions. We look forward to seeing you Thursday evening.

----- Forwarded message -----

From: Pat Abeyta <klopper2003@proton.me>
Date: Mon, Nov 18, 2024 at 8:16 PM
Subject: 806 Boulder Drive - Conditional Use Permit (Case #16-2025)
To: ross.halligan@como.gov <ross.halligan@como.gov>
Cc: patrick.zenner@como.gov <patrick.zenner@como.gov>

Thank you again, Ross, for clarifying the meaning of "transient" in this instance. We also wish to thank the City for notifying us that there would be a public hearing on Thursday, which we would have attended if we had been able to; please ensure that our questions will be addressed during the hearing.

We purchased 904 Manhattan Drive in October, with the understanding that Seven Oaks HOA was a safe and quiet community, and want it to stay that way.

As discussed, you will find attached the Seven Oaks HOA "Rules & Regs" (a very small portion of the CC&R's); you will see that the CC&R's are rather stringent (notice in particular #1 and #4).

Our concern is the feasibility of enforcing these rules at a unit where stability of occupancy will be limited over a period of up to 120 nights annually.

How does the HOA propose to enforce the rules? Has the HOA's approval even been obtained?

Thank you again for listening. We look forward to receiving notice of the outcome of the hearing.

*Sincerely,
Bill and Pat Abeyta*

Sincerely,

Tim

Timothy Teddy, Community Development Director
City of Columbia
701 East Broadway
Columbia, MO 65205

(573) 874-7318

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Seven Oaks HOA Rules and Regs.pdf
1366K

Seven Oaks Homeowners Association

A Summary of Its Primary Covenants and Restrictions

The Seven Oaks Homeowners Association has been formed both to protect architectural, aesthetic, and development standards, and to create a structure for the execution of maintenance tasks normally associated with the care of the development's "common" areas and/or elements. Such duties as lawn care, landscaping, and utilities may be paid out of the Association's fees, which may be adjusted in accordance with the budget projected for annual maintenance or improvement.

Upon the purchase of a home or home sight in Seven Oaks, you automatically become a member of Seven Oaks Homeowners Association. The property owner is required to pay the Association an initial fee then an annual fee. Subsequent owners of homes or sites conveyed by the original owner are responsible for payment of the annual fees thereafter. The annual fee may be increased by the Board of Directors should projected costs dictate. Special assessments may be levied.

For the purpose of highlighting those covenants and restrictions pertaining to the current development status of Seven Oaks, the following regulations have been set forth:

USE RESTRICTIONS

1. No roomers or boarders.
2. No nuisance, offensive, illegal, or unlawful use or activities shall be permitted.
3. No signs of any kind with the exception of one "for sale" or "for rent" sign.
4. No Lot shall be used for business or commercial purposes that have vendors, customers, clients, or patients.
5. No animals, swine, reptiles, aquatic animals, livestock, poultry, sheep, cattle, horses, or pets shall be raised, bred, or kept upon any portion of the Property except that up to two dogs, cats, or reasonable household pets.
6. No uncovered parking space within the Development shall be used for anything other than automobiles which are in good repair and used frequently.
7. No two, three, or four wheeled recreational vehicles may be operated within the Development unless used for normal transportation. Automotive repair is prohibited.
8. No house trailer or recreational vehicle shall be kept on the Lot for any purpose including human habitation.
9. Automotive repair is prohibited.
10. All materials being disposed of must be placed in trash containers that are stored in concealed locations on the Lot. Containers may only be put out to the curb after 4:00pm the day before collection.
11. All Lots must be kept free of debris.
12. No additional and/or accessory structures or improvements are permitted without prior approval.
13. No exterior wiring, antennas, or similar devices shall be permitted on the exterior portion of any Building without prior approval.
14. No fences shall be permitted without prior approval. Woven, chain, aluminum, metal, electric, and invisible fences are not permitted.
15. Nothing shall be placed or planted within the front or side yards of any Lot.
16. Above ground swimming pools are expressly prohibited.
17. Basketball goals must be consistent with standard design and material with a location with is pre-approved. All backboards must be clear or painted white and all poles must be neutral in color.
18. All play structures must be located behind the line consisting of the back most wall of the Building extended to the side Lot lines.
19. Exterior storage of equipment of any kind is specifically prohibited. No storage tanks.
20. No open fires.

Remember to submit a request detailing your plan for any exterior changes to your home or lot to portal.cpmgateway.com. **Approval is required prior to beginning any work.**

Complete copies of bylaws, covenants, and restrictions can be found at portal.cpmgateway.com. The information above is provided as a convenience only and is not a substitute for the actual covenants and restrictions governing Seven Oaks.

[Planning]: Fwd: Case #16-2025

Kara Pennington <penningtonkarabrooke@gmail.com>
To: Planning@como.gov

Tue, Nov 19, 2024 at 8:57 AM

Hi,
Please see the email message below. It is very important.
Thank you.
Kara Pennington

----- Forwarded message -----

From: **Kara Pennington** <penningtonkarabrooke@gmail.com>
Date: Tue, Nov 19, 2024 at 8:46 AM
Subject: Case #16-2025
To: Patrick.Zenner@como.gov <Patrick.Zenner@como.gov>

Hi Mr. Zenner,

I am writing to you because I have concerns with case #16-2-25. In reference to 806 Boulder Drive becoming a short term rental. I have attached Seven Oaks Subdivision Declaration of covenants, easements, and restrictions (document 1). A copy of this document was in our home when we purchased our property in 2009.

On page 4 it states the definition of family for this document.

On page 10 it states the definition of one-family dwelling purposes.

Both pages will be good references when looking at page 15. I have included parts of page 15 and 16 for your reference.

a. One-Family Dwelling Purposes: Each Lot shall be used solely for a single One-Family Dwelling, and for uses normally ancillary thereto. Each Lot shall be occupied by only one, One-Family Dwelling, and shall be used only by a single Family for One-Family Dwelling purposes, and uses normally ancillary thereto, and for no other purposes. There shall be constructed on each Lot, only one, One-Family Dwelling, which shall be restricted in use to use by one Family as a One-Family Dwelling, and uses normally ancillary thereto. No Building or Dwelling shall be used other than for residential, dwelling purposes, by a single Family as defined in this Declaration, and none shall be used for more than one Family or shall be used as a group home or similar facility, half-way house or similar facility, church or place of religious assembly, or as a school, day care center, nursery school, child care center or for any similar purposes, or for a bed and breakfast facility, a lodge, a lodge facility, lodging house, hotel, a rooming house or boarding house, or for any purposes whatsoever other than as a residence for a single Family.

c. Single Family Residence: No Dwelling or Building shall be used for any purpose other than as a residence site for a single Family. For purposes of this restriction, and for other purposes of this Declaration, the term "Family" is defined in the above provisions of this Declaration.

d. No Roomers and Boarders: In accordance with the frequent approach in zoning codes of 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 the Lots, it is hereby provided that no boarders or roomers shall be permitted in addition to the Family occupying a Lot.

e. Home Occupation - Commercial Purposes: The restriction above to use of any Lot as a single Family residence shall not prohibit the conduct of a "home occupation" upon said Lot as defined herein. Home occupation means any occupation or profession carried on by members of the immediate "Family" residing on the premises, in connection with which there is not used any sign or display which 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; 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. A professional person may use his residence for infrequent consultation, or emergency treatment, or performance of occasional or emergency religious rites, but not for the general practice 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 or any day care centers, babysitting services, residential care centers, group homes, half-way houses, child care for hire, nursing schools, or play schools, **bed and breakfast, lodging facility, or boarding house 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 subparagraph E, or by the applicable zoning ordinances.** Under no circumstances shall any Lot be used for any commercial purpose.

On the Seven Oaks document 2 that I have attached is a summary of our restrictions. The very first restriction is the following:

1. No roomers or boarders.

As you can see a short term rental is strictly prohibited in Seven Oaks.

Short term rentals do not provide any safety to an existing neighborhood. In fact they do the opposite. Having strangers each night as neighbors is very concerning especially since I am raising my family in Seven Oaks. With each stranger will come increased noise, trash and parking issues. Short term rentals will stop an established neighborhood from being a community. Short term rentals will also drive up housing costs and have a negative impact on the quality of life for people who actually are invested in the neighborhood and call Seven Oaks home.

Other properties in Seven Oaks that are acting as air bnb's are the following locations.

508 Campus View Dr.

803 Manhattan Dr.

701 Norman

801 Norman

Please keep me posted on the outcome. If you have any questions please let me know. I appreciate your time.

Sincerely,

Kara Pennington

2 attachments



Seven Oaks Doc. 1.pdf

2897K



Seven Oaks Document 2.pdf

55K

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
FOR SEVEN OAKS SUBDIVISION

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration"), is made on this 6th day of March, 1996, by Jeffrey E. Smith Investment Co., L.C., a limited liability company of the State of Missouri (hereinafter referred to as the "Developer") [address: P.O. Box 7688, Columbia, Missouri, 65205].

WITNESSETH:

RECITALS AND BACKGROUND MATERIALS

The Developer is the owner of a parcel of Real Estate which has been platted as "Seven Oaks Plat 1" as shown by plat recorded in Plat Book 28, Page 86 of the Real Estate Records of Boone County, Missouri, and Seven Oaks Plat 1-A, as shown by plat recorded in Plat Book 29, Page 92 of the Real Estate Records of Boone County, Missouri (said two tracts of real property are referred to herein collectively as the "Parcel" or the "Property"). The Developer is desirous of establishing for its own benefit and for the mutual benefit of all future owners or occupants of such Parcel, and each and every part thereof, and all lots (the "Lots") contained therein, certain easements and rights in, over and upon the property constituting the Parcel and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof. The Developer, therefore, desires to place certain protective covenants, conditions, easements, restrictions and reservations on the real estate contained within the Parcel and each Lot contained within the Parcel and the Buildings and improvements now or hereafter constructed within the Parcel (all as more fully hereinafter described) for the use and benefit of itself and its grantees, successors and assigns. The Developer desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Parcel or any Lot contained within the Parcel, and any Buildings or 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 of which are hereby declared to be in furtherance of a plan to promote and protect the cooperative aspects of the Property and the Parcel, and are established for the purposes of enhancing and protecting the value, desirability and attractiveness of the Parcel and the Property and each Lot located therein.

The Property is located in that tract of land acquired by the Developer from Jeffrey E. Smith by deed recorded in Book 1099, Page 740 of the Real Estate Records of Boone County, Missouri. The real property described in said deed, therefore, includes the Property and additional land, which additional land is hereinafter referred to as the "Annexation Property" or the "Annexation Parcel" or the "Annexation Real Estate." The Developer is the owner of the Annexation Real Estate, portions of which may or may not be annexed to the Property and become part of Seven Oaks

Subdivision. The Developer may (but is not obligated to and makes no representations or promises that it will) hereinafter annex to the Property all or any portion of the Annexation Property, and Developer reserves the right to annex or not to annex all or any portion of the Annexation Parcel and reserves the right to develop or not develop all or any portion of the Annexation Parcel as part of the Development provided for herein. In addition, the Developer may amend this Declaration as it relates to any of the Annexation Property, in Developer's sole and absolute discretion.

NOW THEREFORE, the Developer hereby declares that all of the real estate now contained within the Parcel (as shown and described by the Plats described above) and each of the platted Lots shown by said Plat (the "Lots"), and any Buildings and improvements now or hereafter located on the said Lots, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, liens and charges, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of the real estate and the Buildings now or hereafter located thereon. These easements, covenants, restrictions, conditions, liens and charges shall run with the real estate and the real property, and shall be binding on all parties having or acquiring any right, title or interest in the real property or any part thereof, and shall be binding on all parties having or acquiring any right, title or interest in the above-referenced Parcel, or any part thereof, or any Lot contained therein, or any improvements located thereon, and shall inure to the benefit of each owner thereof. The Developer further declares as follows:

1. Definitions and Miscellaneous Terms and Conditions: This instrument may hereafter for convenience and for purposes of brevity and clarity, be called the "Declaration." For the purposes of brevity, certain words, phrases and terms used in this "Declaration" are defined as follows (and the following provisions shall apply to this Development):

a. "Association" shall mean Seven Oaks Homeowners Association, Inc., a Missouri Not-For-Profit corporation, and its successors and assigns.

b. "Builder" shall mean an individual, company or corporation which acquires a Lot for purposes of building or constructing a Building thereon for sale to others. The Developer may sell a Lot to a Builder, other than the Developer, for purposes of building or constructing improvements located thereon for sale to others. Any Building or improvements erected on any such Lot must be erected in accordance with the Architectural Control provisions hereinafter set forth in this Declaration. A sale by the Developer to a Builder of a Lot shall not constitute any assignment of the Developer's development rights attaching to such Lots. All Lots sold or conveyed by the Developer to a Builder or anyone else shall, unless specifically agreed to the contrary, remain subject to this Declaration, including, but not limited to, all Architectural Control provisions hereinafter set forth.

c. "Building" shall mean a residential structure (i.e., a house or Dwelling), arranged, intended and designed for occupancy by a single Family as a One-Family Dwelling.

d. "Class A Member" shall mean a Lot Owner who owns one or more Class A Membership voting rights in the Association by virtue of said Lot Owner's ownership of a Lot.

e. "Class A Membership Rights" shall mean those rights to vote with respect to the governance of the Association and the management of the Common Areas which are possessed by a Lot Owner by virtue of the ownership of a Lot in the Development. Class A Membership Rights shall not be divided or separated from the ownership of the Lot and instead Class A Membership Rights shall be considered as a benefit of and adjunct to the ownership of a Lot and no person who is not a Lot owner may own or exercise Class A Membership Rights.

f. "Class B Member" shall mean the Developer and any successors or assignees of Developer's Class B membership rights. No conveyance by the Developer of any Lot shall be construed as assigning any of the Developer's Class B membership rights and instead the Developer shall be deemed to have assigned its Class B membership rights only by an express assignment or transfer thereof which clearly and expressly refers to the assignment thereof.

g. "Common Area(s)" shall mean any areas of the Real Estate, including any Lot designated as a Common Area on the Plat; which may hereafter be conveyed to the Association by the Developer, and any Common Area or other common improvements shown on the Plat. The term "Common Area" also shall include any private streets, roads, or drives contained within the Development which are not publicly owned and maintained and which serve more than one Lot. The term "Common Area" also shall include any areas labeled as "Landscape and Sign Easement" areas on the Plat.

h. "Common Expense" shall mean any expenditure approved by the Association's Board of Directors from the Association's funds in order to discharge a responsibility or duty of the Association as set forth in this Declaration.

i. "Declaration" and "this Declaration" and "the Declaration" shall be deemed to mean this document.

j. "The Developer" or "Developer" means Jeffrey E. Smith Investment Co., L.C., a limited liability company of the State of Missouri, and shall refer to any other person or persons or entities to whom or which such corporation shall assign all or any portion of its rights as the Developer under the terms of this Declaration. A conveyance by the Developer, by warranty deed or otherwise, of real estate located within the Parcel 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. The Developer's rights as the Developer can only be assigned by a written document or instrument (including a deed, deed of trust or similar instrument executed by the Developer), which specifically refers to the rights of the Developer under this Declaration. The provisions of this Section C notwithstanding, a conveyance by the Developer of any portion of the Property by a deed of trust or mortgage, shall be deemed to carry therewith all rights of the Developer, as set forth in this Declaration, with respect to the property subjected to the deed of trust or mortgage (and only with respect to the property subjected to the deed of trust or mortgage), including all of the architectural control rights attributable thereto. In other words, a conveyance by the Developer by a deed of trust or mortgage shall be deemed to automatically include therein (whether or not specifically referred to therein) all rights of the Developer (as the Developer) with respect to the real estate described in such deed of trust or mortgage, which such rights as the Developer shall be automatically subjected to the lien of the deed of trust or mortgage. The Developer may assign its Developer's rights as to any single Lot, any number of Lots, or several Lots, or all Lots, as it sees fit.

k. "Development" shall mean all real estate contained within the Parcel, and all Buildings and improvements now or hereafter located thereon, and any of the Annexation Parcel which is hereafter annexed to the Development, all of which shall hereafter be known as Seven Oaks, a separate, independent development of Boone County, Missouri.

l. "Family" shall be deemed to mean an individual or married couple, and the children of such couple or each member thereof, and no more than two other persons related directly to the individual or married couple or either of them by blood or marriage, occupying a single One-Family Dwelling with a single kitchen facility. A Family may include not more than one additional person, not related to the Family by blood or marriage; provided that such additional person may be provided with sleeping accommodations but not with separate kitchen facilities. The above provisions of this subparagraph D notwithstanding, two unmarried adults, and their respective children, may occupy a One-Family Dwelling and shall be a "Family." Short-tem guests shall be permitted, and there shall be no prohibitions upon the renting or leasing of One-Family Dwellings. The above provisions of this subparagraph D notwithstanding, and any of the provisions of this Declaration to the contrary notwithstanding, the term "Family" shall also include a living arrangement wherein not more than three (3) adult persons, not all of whom are related to each other by blood, marriage or adoption, are sharing or living in a single One-Family Dwelling as a not-for-profit, cost sharing arrangement. In other words, three (3) persons living together in a single One-Family Dwelling, not all of whom are related by blood, marriage or adoption to each other, shall, in addition to a "Family" as defined above, also be considered to be a "Family:" provided there shall be only one kitchen facility. There shall be no prohibition upon the renting or leasing of Dwellings. The above provisions of this subsection D to the contrary notwithstanding, and any of the provisions of this Declaration to the contrary notwithstanding, if, at any time, the provisions of the applicable zoning

ordinances applicable to any part of the Property define a "Family" in more restrictive manner, then the more restrictive definitions of such zoning ordinance shall automatically apply to and shall define a "Family" for purposes of this Declaration, and all provisions of this Declaration shall be deemed to be automatically amended to such effect.

m. "Lot" means each of the numbered or lettered, platted Lots (the "Lots") shown by the Plat. Each numbered or lettered Lot shown, described and provided for by the Plat shall be a "Lot;" provided, however, that the Developer (and only the Developer) reserves and shall have the right to subdivide any of the said Lots owned by the Developer or to combine any of such Lots owned by the Developer, in whole or in part, or to otherwise amend the lot lines as shown by the Plat, as to any Lots which have not been conveyed to a Lot Owner other than the Developer. The Developer, therefore, as to Lots owned by it (and only as to Lots owned by it) shall have the right to combine such Lots, or to subdivide such Lots, or to otherwise alter the lot lines of such Lots by amendment of the Plat. Once a Lot has been conveyed to a person other than the Developer, then all such rights shall be extinguished. Any new Lots, modified Lots, amended Lots or subdivisions of Lots or combinations of Lots created by the Developer pursuant to this subparagraph E shall similarly be "Lots" for purposes of this Declaration. The provisions of this subparagraph E and any of the other provisions of this Declaration notwithstanding, adjacent Lot owners shall be permitted to convey to each other small portions of Lots, which shall then become a part of the Lot of the Lot owner who acquires same; provided, however, that such conveyances are permitted by or are accepted under the Subdivision Code of the City of Columbia.

n. "Lot Owner" means the person or persons whose estate or interests, individually or collectively, aggregate fee simple ownership of a Lot.

o. "One-Family Dwelling" shall mean a detached Building arranged and intended and designed for residential occupancy by one Family, and used solely as a Dwelling for one Family, and for other uses or purposes.

p. "Dwelling" means a "One-Family Dwelling" as defined in subparagraph G above. Every Building placed within the Development shall be and must be a One-Family Dwelling (i.e., a Dwelling) arranged, intended and designed for occupancy by (and used only for occupancy by) one Family, as a One-Family Dwelling, and for no other purposes.

q. "Parcel" means all of that real estate, contained within the boundaries of the land platted by the Plat.

r. "Plat" shall mean and refer to the Plat of Seven Oaks Plat 1, as shown by Plat recorded in Plat Book 28 at Page 86 of the Real Estate Records of Boone County, Missouri, and to the Plat of Seven Oaks Plat 1-A, as shown by Plat recorded in Plat Book 29, Page 92 of the Real Estate Records of Boone County, Missouri.

s. "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.

t. "Record" means to record in the office of the Recorder of Deeds of Boone County, Missouri, wherein the Parcel is located.

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

v. "Singular. Plural or Gender" Whenever the context so requires, the use of the plural shall include the singular and the singular the plural, and the use of any gender shall be deemed to include all genders.

2. The Association: The Association has been formed as a non-profit corporation under the laws of the state of Missouri. The Association shall have the authority to manage the Common Areas and to raise funds for its operations through assessments against Lots and Lot Owners, all as set forth in this Declaration. Furthermore:

a. Class A Memberships: There shall be one Class A Membership in the Association appurtenant to the ownership of each Lot in the Development, including any Lots in any parcel which may hereafter be annexed. The Class A Membership which is appurtenant to and associated with each Lot shall not be separated from the ownership of the Lot. Ownership of a Lot shall be the sole qualification for the ownership of a Class A Membership in the Association. Class A Membership in the Association shall be automatic and shall not be discretionary, and Class A Membership shall automatically attach to the ownership of a Lot and shall thereby subject a Lot owner to all duties and obligations of Class A Members, and to the assessments which are levied by the Association (as herein described). In no event may a Class A Membership be partitioned or separated from the ownership of the Lot to which it attaches. Any covenant or agreement to the contrary shall be null and void. No Lot owner shall execute any deed, lease, mortgage, or other instrument which affects title to the Lot without simultaneously conveying said Lot owner's Class A Membership interest. Any deed, lease, mortgage, or other instrument purporting to affect ownership of the Lot without also including the Class A Membership associated therewith shall be null and void. Any deed or conveyance which purports to convey title to a Lot also shall be deemed to convey the Class A Membership which is attributable thereto, even though not expressly set forth in said deed or other document of conveyance. Notwithstanding the foregoing, any Lot which is designated as a "Common Area" on the Plat, or which is owned by the Association shall not carry with it any Class A Membership Right and the Association shall not have the right to vote any Class A membership right at any meeting of the Association by virtue of its ownership of any Lot in the Development.

b. Class B Memberships: The Developer shall own all Class B Memberships and Membership Rights. The Developer, and those to which the Developer assigns all or any portion of the Class B rights under the terms of this Declaration, shall be entitled to one (1) vote for each Class B Membership owned. Class B Membership interests shall terminate in the manner hereafter prescribed. The Developer shall have the right and authority to assign all or any part of its rights as "Developer" under this Declaration, and all or any part of its Class B voting rights, to such persons or entities as the Developer, in its discretion, hereafter selects. However, such assignment shall not be presumed or assumed, and instead shall occur only in the event the Developer executes a specific assignment thereof by a separate written instrument which specifically refers to said Class B voting rights. Such assignment shall not be deemed to have been created or made as a result of any deed by the Developer of any Lot to any Lot owner. The Developer may assign all or any part of its rights as Developer, and all or any part of its Class B voting rights, if it, in its discretion, elects to do so in favor of a Builder. If the Developer makes such assignment, then the Developer (or Builder to which such assignment is made) shall hold those numbers of Class B Memberships or voting rights specifically assigned by the Developer in the written assignment which pertains to same.

c. Ownership of Both Class A and Class B Membership Rights: So long as the Developer owns one or more Lots, the Developer shall own and have the right to vote both the Class B Membership Rights given to the Developer and the Class A Membership Rights attributable to the Lots owned by Developer under this Declaration. Until the Class B Membership Rights issued to the Developer pursuant to this Declaration have been surrendered, terminated, or assigned by the Developer, the Developer may continue to exercise said Class B Membership voting rights even though the Developer ceases to own any Lot in the Development. The Developer shall have the right to vote each Class A Membership Right which is attributable to any Lot owned by the Developer until the Developer sells said Lot.

d. Number of Class A Membership Rights: There shall be one (1) Class A Membership in the Association, for each Lot in the Development which is available for sale to third parties, and excluding any Lot which is a Common Area. The number of Class A Memberships shall be increased or decreased if the Plat is amended or additional land is annexed to become part of the Development and is thereafter platted into additional Lots, or if the number of Lots decreases.

e. Number of Class B Membership Rights: There shall be two (2) Class B Memberships for each Lot in the Development, all of which shall be initially owned by the Developer and shall remain owned by the Developer until the Developer assigns all or any portion thereof. Said Class B rights shall terminate as hereafter prescribed in paragraph 3.

3. Voting Rights of Association Members: Those persons who own or hereafter acquire any Class A Memberships or Class B Memberships shall be entitled to vote said memberships at any meeting of the Association or with respect to any issue which involves the Association as follows:

a. Class A Voting Rights: Each Class A Member shall have one vote at all meetings of the Association for each Lot which is owned by said Class A Member. When more than one person owns a Lot (and therefore a Class A Membership) the voting of that membership interest shall be as determined by the respective owners of the Lot to which said Class A Membership is attributable. In no event shall more than one vote be cast with respect to any Lot. If the Owners of a Lot are unable to decide how the vote attributable to that Lot is to be cast, then the vote attributable to said Lot (and therefore to the Class A Membership attributable to said Lot) shall be recorded as an abstention on the issue involved, and shall not be deemed to have voted for or against the proposition with respect to which a vote of the membership has been solicited or is required under this Declaration.

b. Class B Voting Rights: The Developer shall have the right to vote all of the Class B Membership Rights granted by this Declaration until the expiration of said voting rights as hereafter prescribed in this paragraph, or until the Developer assigns one or more of said rights to a Builder or other person. Until said rights expire, each Class B Membership given to the Developer in this Declaration shall be entitled to one vote on all issues coming before the membership of the Association, and a vote cast by or with respect to a Class B Membership shall have the same effect and shall be counted in the same manner as a vote cast by a Class A member. In other words, as of the date of this Declaration, there shall be two hundred thirty-four (234) votes in the aggregate which may be cast at any meeting of the membership, and one hundred fifty-six (156) of those votes shall be attributable to Class B Membership Rights. When all Class B Membership Rights terminate or expire, then there shall be seventy-eight (78) Class A Membership Rights as to Plat 1 of Seven Oaks Subdivision which may be voted at any meeting of the Association (unless additional Lots have been added to the Development in the meantime, in which event the number of Class A Memberships shall be increased accordingly). If any or all of the Annexation Parcel is annexed, then one (1) Class A Membership vote, and two (2) Class B Membership votes shall attach to each Lot in the parcel so annexed.

c. Voting Procedures: Except as otherwise specified in this subparagraph, the procedure for casting votes at any meeting of the Association by Class A Members or Class B Members shall be specified in the Bylaws of the Association. However:

(1) The Bylaws shall specify the manner in which proxies may be granted by Class A Members and by the holder(s) of the Class B Membership interests.

(2) The Developer may designate one or more persons as its proxy to vote the Class B Membership interests owned by the Developer at any meeting of the Association, and such proxy shall be entitled to vote those Class B Membership Rights so designated in the written proxy executed by the Developer. The Developer's proxy shall be entitled to cast said Class B votes in the name of and for the benefit of the Developer.

(3) A quorum of a majority shall be sufficient to approve any action of the Association unless a greater percentage of those persons entitled to vote on an issue are otherwise specified by this Declaration, by the Articles of Incorporation of the Association, or by the Bylaws. A majority of the membership interests present at any meeting shall be sufficient for the approval of any resolution or action to be adopted by the Association (unless less than a quorum is present at such meeting, in which event a majority of the membership rights present at such meeting shall be sufficient to authorize the adjournment of said meeting to a later date at which a quorum may be present).

d. Assignment of Class B Membership Rights: The Developer shall have the right to assign any one or more of the Developer's Class B Membership Rights to any person or entity, in the Developer's discretion. However, any such membership right so transferred or assigned by the Developer shall terminate and cease to be effective in the manner hereafter set forth in subparagraph e of this paragraph. In connection with such assignment of one or more of said Class B Membership Rights, the Developer may surrender (i.e., waive and abandon) any rights to vote said Class B Membership Rights prior to the time for the expiration thereof. However, in the absence of such waiver and abandonment by the Developer (or the Developer's assignee), the Developer (or the Developer's assignee) shall retain the right to vote said Class B Membership Rights until they terminate, all as hereafter set forth in subparagraph e of this paragraph.

e. Termination of Class B Membership Rights: The Class B Membership Rights (and the right to cast the Class B Membership votes attributable thereto) shall terminate and shall cease to exist on the earliest to occur of the following:

(1) On the date when the Developer voluntarily declares such membership rights to be extinguished, which declaration of termination shall be effected by the recording in the real property records of Boone County, Missouri, a written instrument evidencing such early termination which has been duly executed by the Developer and which makes specific reference to said Class B Membership Rights under this Declaration;

(2) On the date on which the Developer sells all of the Lots in the Development which are available for sale, and more than five (5) years have

expired since the date of the last such sale without additional areas being annexed to the Development or when there is no more land available for Annexation;

(3) January 1, 2030

f. Temporary Waiver of Rights to Exercise Class B Voting Rights: The Developer may, from time to time, elect to cast or not to cast any votes attributable to its Class B Membership Rights. If the Developer, on any occasion, elects not to cast its Class B votes, it shall not be deemed to have waived its right to cast such votes at any time in the future. The Developer may, from time to time, relinquish control of the Association, in effect, by not casting its Class B votes, and thereafter reassert such control at any later time of its choosing, so long as said Class B Membership Rights have not been terminated pursuant to the foregoing provisions of subparagraph e.

4. One-Family Dwelling Purposes: All of the Parcel shall be used solely for single Family, detached, residential dwelling purposes, and uses normally ancillary thereto, it being the intention that each Lot within the Parcel shall be occupied by single Family, detached residential type development house, such as is traditionally found in zoning district R-1 of the City of Columbia, Missouri. Each of the Lots located within the Parcel, as shown by the Plat, shall, therefore, be occupied by only one Building constituting a One-Family Dwelling, and shall be used by one Family only for One-Family Dwelling purposes and normal ancillary purposes, and for no other purposes. There shall be constructed on each Lot only one Building, constituting a One-Family Dwelling, which shall be restricted in use to use as a One-Family Dwelling. Each One-Family Dwelling (i.e., each Building) erected on each Lot shall be used solely as a residence by a single Family, as defined in 1.d. above, and for no other purposes. No Lot shall be used for any purposes other than residential purposes by one Family.

5. Minimum Size of Residential Buildings: No Building shall be permitted within the Parcel, or on any Lot contained within the Parcel, unless such Building is a One-Family Dwelling, and complies with the following Architectural Control standards:

a. Minimize Size of Building: No One-Family Dwelling (i.e., no Building or Dwelling) shall be placed upon any of the Lots (nor shall be permitted upon any of the Lots) [or any subdivision of any such Lot hereafter created by the Developer] unless the One-Family Dwelling (i.e., the Building or Dwelling) complies with the following minimum size requirements:

(1) No one story, ranch style Dwelling shall be permitted on any Lot unless the Enclosed Floor Area of the ground floor thereof (the main floor thereof), exclusive of open porches, patios, garages and any non-walkout basement space, contains not less than 1,300 square feet of finished floor space.

(2) No two story, One Family Dwelling, shall be permitted upon any Lot, unless the Enclosed Floor Area thereof, exclusive of open patios, porches, and garage (and also exclusive of any basement or walkout basement), shall contain not less than 1,500 square feet of finished floor area, and the Enclosed Floor Area of the ground floor of such Dwelling (the Main Floor of such Dwelling) shall contain not less than 757 square feet (excluding all such patios, porches, and garages and basement space) of finished floor space on the Main level/Floor.

(3) No tri-level, One Family Dwelling, or four-level, One Family Dwelling, or multi-level (more than two levels) One Family Dwelling, shall be permitted upon any Lot unless the Enclosed Floor Area contained within such Dwelling shall contain not less than 1,450 square feet; exclusive of any walkout or non-walkout basement, open patios, porches and garages.

(4) No so-called "Split Foyer" One-Family Dwelling [i.e., a One-Family Dwelling, wherein an entryway stairway, leading down to one level and up to another level (the upper level being the "Main Level")] shall be permitted upon any Lot unless the Enclosed Floor Area contained within the Main level/main floor (the upper level) of such Dwelling contains not less than 1,450 square feet of finished floor space, exclusive of open porches, patios, garages and basement space (including walkout basement space).

The required areas hereinabove described shall be deemed to mean "Enclosed Floor Area," as determined from outside measurements of the Building. The "Enclosed Floor Area," shall be computed on outside measurements of the Dwelling, but shall not include any garages, carports, porches (whether or not enclosed), screened-in porches, sun porches, patios, attics, decks (whether or not enclosed) or finished or unfinished basement space or walk-out basement space. "Enclosed Floor Area," shall mean that portion of the space within a Building which is intended for living, sleeping, eating or cooking, and shall also include (shall further include) the reasonable area included within reasonable, normal, ancillary bathrooms, utility areas, pantries, laundry space and other similar, reasonable accessory floor space; provided that all such accessory floor space must be finished and intended for year round use. Any unfinished storage space or unfinished utility space or finished or unfinished space in a "basement" or "cellar" shall not be included within Enclosed Floor Area. Any finish or unfinished space (however finished and whether or not finished) which is located in a basement shall not be included within nor considered to be a part of Enclosed Floor Area. It is, therefore, intended that the Enclosed Floor Area hereinabove referred to be generally included within the ground floor of the Dwelling (the Main Floor of the Dwelling) [i.e., the floor accessed by the front door or main door of the Dwelling], and stories located above such ground floor. If there is a dispute as to whether or not a Building includes the necessary Enclosed Floor Area, then such dispute shall be resolved by the Architectural Control Committee hereinafter identified, and the decision of such committee shall be binding, provided only that such decision is made reasonably, and in good faith, and is supported by a reasonable factual basis. All references to the "Main Floor" shall generally mean the main living area of the One-Family Dwelling, including

the living room, dining room and kitchen areas. For example, in a "Split Foyer" home the Main Floor of such Dwelling shall be the upper level or first level accessed from the entryway foyer. In a ranch style structure the "Main Floor" shall be that floor located generally at ground level or the ground floor.

b. Roofs: The roof for any Building placed on any Lot must be a pitched roof, rising or falling at least six feet (6') within each twelve foot (12') of horizontal distance [that is to say that each roof must be pitched on at least an eight to twelve basis, and must be a so-called 6/12 roof pitch roof]; provided, however, that porches may have a lesser roof pitch if approved in advance pursuant to the Architectural Control provisions set forth herein. Each roof must be covered (shingled) with "Cut Tab" Shingles as opposed to "Outlined" shingles, having a quality, appearance and finish equal to or better than Tamko Heritage II or better.

No white or light gray shingles or roofing materials shall be permitted within the Parcel. Shingles and exterior roofing materials must be dark or of an earth tone or subdued color or tone.

c. Approval of Exterior Finish Materials: All exterior finish materials, including those placed on the fronts, sides and rears of each Building located within the Parcel, and including the shingles and roofing materials and gutter and downspout materials for each Building, must be approved, in advance, by the Architectural Control Committee. Therefore, the Plans and Specifications submitted to the Architectural Control Committee shall show and describe (in addition to the other items hereinafter described):

(1) All exterior finish materials, and the colors, textures, quality, types, brand name, tones and shades thereof, and the locations of same;

(2) The type of roof, including the slope or pitch thereof, and the materials to be placed thereon.

The Architectural Control Committee shall, therefore, have advance approval of all exterior finishes and materials, and the finishes and materials, once approved, must be used and if same are thereafter replaced [i.e., replaced after the initial installation thereof] same must be replaced with substantially similar finishes in materials, of substantially the same quality, texture, shade, tone and color.

All exterior finish materials must be extend to finish grade, so as to avoid exposed foundations. Retaining walls must similarly be covered with finish materials, such as rock, stone or brick, extending to finish grade. While brick or stone is encouraged, it is not required, and vinyl siding and other siding materials are permitted if same are reasonably found to be of good quality and to be reasonably durable and if same will present a reasonably attractive appearance. All exterior finish materials must be such as will be of:

(1) Reasonable quality;

- (2) Reasonable durability;
- (3) Reasonable appearance and reasonably durable appearance;
- (4) Reasonable compatibility with other Buildings located within the Development or intended to be located within the Development; and

to be such as will not currently or in the foreseeable future detract from the appearance or quality of the Building or of any part or aspect of the value of any of the Property located within the Development.

6. **Landscaping and Lawn Requirements:** The front yards of each Lot and side yards for corner Lots (the sides which face streets) must be seeded or sodded within thirty (30) days of the completion of the Dwelling on the Lot; provided, however, that such thirty (30) day time period shall be extended as reasonably required by delays caused by adverse weather conditions or in order to allow landscaping to occur under reasonably suitable weather conditions. Extensions for adverse weather conditions or to allow for installation of landscaping during reasonably appropriate weather conditions notwithstanding, however, landscaping must be completed as soon as reasonably practicable, through the use of the utmost due diligence and good faith. If, however, a Dwelling is first occupied between November 1, and March 15, then the sodding or seeding shall be completed no later than May 15 of the following year, again allowing for reasonable delays for weather conditions as described above in this subsection D. All areas of the front or side yards which are not covered by sidewalks or mulch beds immediately adjacent to the Dwelling or paved drive areas, must be covered with grass (fescue, bluegrass, zoysia, or a grass of at least equivalent quality texture, durability and appearance), and may not be covered with rock, stone, bark or other inert materials or with ground cover (except within reasonable beds therefor). Additional provisions dealing with landscaping appear below. The Lot Owner shall also be responsible for installing two (2) deciduous or evergreen trees (shade trees or ornamental trees) in the front yard of each Lot within the same time period as is allowed for the installation of seed or grass. Such trees shall have a minimum caliper of two inches (2"). A planting bed with at least four (4) shrubs must be placed immediately adjacent to the front elevation of each Building, and the side elevation of any Building which faces a street or any corner Lot. Any planting of grass seed must be reasonably calculated to produce (and must thereafter in fact produce) a reasonably attractive stand of grass. All seeding or sodding must be successful, in that it must produce a reasonable, and reasonably attractive and substantial stand of grass. If sodding and seeding is unsuccessful (in that the grass does not survive, germinate or grow) then the sodding or seeding must be redone within a reasonable period of time (using all due diligence) as soon as reasonable weather conditions therefor exist, and must be redone until a reasonable (and reasonably attractive) and substantial stand of grass is obtained. All seeded areas must be covered with both seed and straw. Steps shall be taken, as reasonably required, in order to prevent erosion. In the event the landscaping (or sodding or seeding hereinabove described) is not installed in accordance with the provisions of this subparagraph D, the landscaping (or sodding and seeding, at the discretion of the Architectural Control Committee) may be installed by the Developer

or the Architectural Control Committee. All lawns must be sodded or seeded in a good and workmanlike manner, using materials which are of good quality, and all landscaping must be installed in a good and workmanlike manner, using materials which are of good quality. In the event the sodding and seeding or landscaping is not installed (or redone as required) in accordance with the above requirements, then the Architectural Control Committee and its designees or the Developer shall be permitted (but not required) to enter upon the Lot (and shall have a full and complete easement and right of entry upon the Lot) in order to install the sodding (or seeding, as the Architectural Control Committee or Developer may elect) or landscaping, or to complete or remedy or replace the installation of the sodding (or seeding) or landscaping or to remedy any defects in same. The Architectural Control Committee's (the "Committee's") or Developer's authority shall accrue to it and to its contractors and designees. The Committee's discretion to enter upon the Lot and to install or to not install the sodding and seeding or landscaping shall be absolute. The Committee shall be under no obligation to install or remedy the sodding or seeding or landscaping. If the Committee or Developer chooses to install the sodding or seeding or landscaping then it and its employees, agents, contractors (and their employees) or designees shall have the total, complete and absolute, unlimited and unmitigated right, license and easement to enter upon the Lot (and all parts thereof), at any time and location of its choosing to install or remedy the sodding (or seeding) or landscaping and shall have the total, complete and absolute and unlimited discretion in the selection of the sodding or seeding or landscaping materials. If the Committee or Developer causes sod, seed or landscaping to be installed or to be repaired or remedied, then the Lot Owner responsible for same shall be obligated to reimburse the Committee or Developer for all of its costs and expenses incurred in causing same to be done, plus an additional twenty percent (20%) of such costs and expenses, and all such sums shall bear interest, from the date when demanded, and until paid, at the rate of twelve percent (12%) per annum, and, if the Committee or Developer seeks to enforce its rights to payment by legal proceedings, then the said Lot Owner shall further be obligated to reimburse the Committee or Developer for all of its costs, expenses and attorney's fees incurred in enforcing the obligations of the Lot Owner. The landscaping requirements set forth in this subparagraph D shall be of the essence of the duties and obligations of the Lot Owner, and each Lot Owner shall be obligated to comply with these landscaping requirements.

7. Lots: The Parcel and all Lots within the Parcel shall be used solely for the placement thereon of a single One-Family, detached Dwelling structure (referred to herein as Buildings), in that manner customarily provided for within zoning district R-1, as established by the zoning ordinances of the City of Columbia, Missouri. Although the Developer shall have the right to amend the Plat, and to cause Lots to be combined, or to be subdivided, or be eliminated, or to otherwise amend or to alter the Plat or the Lot lines provided for by the Plat, once a Lot has been sold or disposed of by the Developer, such Lots shall not again be subdivided. No Lot owned by a Lot Owner other than the Developer shall be subdivided, in any manner whatsoever, or be caused to be separated into Lots, units or portions smaller than the whole Lot, by Plat, deed, condominium declaration or otherwise. Any Lots created by the Developer by way of subdivision of Lots, or a combination of Lots, or changes of Lot lines, shall be a "Lot" for purposes of this Declaration. The provisions of this paragraph 4 notwithstanding, owners of adjacent Lots may convey to each other small portions of the adjacent Lots, with that portion received by a Grantee to become a part of the Lot of such

Grantee; provided, however, that such conveyance are permitted by the provisions of the Subdivision Code of the City of Columbia.

8. **Use Restrictions:** The Parcel and all Lots located within the Parcel, and all One-Family Dwellings and Building located within the Parcel, and upon the Lots, and all structures and improvements located within the Parcel and upon the Lots, shall be subject to the following provisions and restrictions:

a. **One-Family Dwelling Purposes:** Each Lot shall be used solely for a single One-Family Dwelling, and for uses normally ancillary thereto. Each Lot shall be occupied by only one, One-Family Dwelling, and shall be used only by a single Family for One-Family Dwelling purposes, and uses normally ancillary thereto, and for no other purposes. There shall be constructed on each Lot, only one, One-Family Dwelling, which shall be restricted in use to use by one Family as a One-Family Dwelling, and uses normally ancillary thereto. No Building or Dwelling shall be used other than for residential, dwelling purposes, by a single Family as defined in this Declaration, and none shall be used for more than one Family or shall be used as a group home or similar facility, half-way house or similar facility, church or place of religious assembly, or as a school, day care center, nursery school, child care center or for any similar purposes, or for a bed and breakfast facility, a lodge, a lodge facility, lodging house, hotel, a rooming house or boarding house, or for any purposes whatsoever other than as a residence for a single Family.

b. **No Subdivision:** Once a Lot has been sold by the Developer, and the Developer's assignees of any of the Developer's rights as the Developer of the Parcel, no Lot shall be subdivided by deed, plat or lease, or otherwise be caused to be separated into Lots, tracts or Parcels smaller than the whole Lot; provided, however, that nothing contained herein shall prevent the Developer from subdividing Lots, or amending Lot lines, or from combining Lots, or from eliminating Lots, or from otherwise amending that Plat, and that nothing herein shall prevent the Developer from amending the Plat, and that nothing herein shall prevent the partition of a Lot as between co-owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind. The provisions of this subparagraph B notwithstanding, the provisions of section 4 above shall be in full force and effect.

c. **Single Family Residence:** No Dwelling or Building shall be used for any purpose other than as a residence site for a single Family. For purposes of this restriction, and for other purposes of this Declaration, the term "Family" is defined in the above provisions of this Declaration.

d. **No Roomers and Boarders:** In accordance with the frequent approach in zoning codes of 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 the Lots, it is hereby provided that no boarders or roomers shall be permitted in addition to the Family occupying a Lot.

e. Home Occupation - Commercial Purposes: The restriction above to use of any Lot as a single Family residence shall not prohibit the conduct of a "home occupation" upon said Lot as defined herein. Home occupation means any occupation or profession carried on by members of the immediate "Family" residing on the premises, in connection with which there is not used any sign or display which 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; 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. A professional person may use his residence for infrequent consultation, or emergency treatment, or performance of occasional or emergency religious rites, but not for the general practice 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 or any day care centers, babysitting services, residential care centers, group homes, half-way houses, child care for hire, nursing schools, or play schools, bed and breakfast, lodging facility, or boarding house 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 subparagraph E, or by the applicable zoning ordinances. Under no circumstances shall any Lot be used for any commercial purpose.

f. Additional Structures: No additional and/or accessory structures of any nature whatsoever shall be erected upon any Lot in addition to the basic Building, patio, and any other improvements originally approved by the Architectural Control Committee hereinafter described, except for those approved, in advance, by the Architectural Control Committee in accordance with the following provisions of this Declaration.

g. Parking: No uncovered parking spaces within the Parcel or within any Lot, or any street within the Parcel, shall be used for parking of any trailer, truck, boat or anything other than operative automobiles which are used, with substantial regular frequency, as a means of conveyance. The word "trailer" shall include a 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, or for storage, or of the conveyance of machinery, tools and equipment, whether resting on wheels, jacks, tires or other foundation and used or so constructed that it is or may be mounted on wheels or other similar transporting device and used as a conveyance on streets and highways. The word "truck" shall include and mean every type of motor vehicle other than passenger cars and pickup trucks, vans or similar utility vehicles which are regularly used (with very substantial frequency) as passenger

vehicles by persons occupying one of the Lots. This Section shall not apply so as to interfere with normal construction methods in the construction and development of any part of the Parcel. The above provisions notwithstanding, occupants of a Dwelling located upon a Lot shall be permitted to park within the boundary lines of such Lot for a reasonable period of time (not to exceed 24 hours and not to exceed four such periods of 24 hours within a calendar month) a camper, mobile home or motor home used for recreational purposes so as to permit the reasonable loading and unloading of such vehicle. Such vehicle shall be parked solely for reasonable loading and unloading and for no further purposes. All present and future Lot Owners and occupants of Lots shall be deemed to have agreed, by accepting deeds to the Lots, that the provisions of this subparagraph G shall apply, not only to the Lots, but also to any public or private streets which abut upon any of the Lots. All Lot Owners agree on behalf of themselves and their successors, and all present and future owners and occupants of Lots and the Buildings located thereon, to be bound by the restrictions set forth in this subparagraph G as to all public and private streets and portions thereof, and the provisions of this subparagraph G shall be enforceable as to public streets, the same as would be the case with respect to the Lots. No trailer, truck, boat, camper, mobile home, motor home or anything other than operative automobiles (as hereinabove described) which are then in a good condition and repair and which are then used with very substantial, regular frequency, shall be permitted on any Lot or shall be parked on any street within the Development.

h. Noxious or Offensive Activities: No illegal, noxious or offensive activities shall be carried on upon any Lot, nor shall anything (including but not limited to activities generating odors, noise or unsightly appearance) be done thereon which is, may be or may become an annoyance or nuisance to the neighborhood, or which would substantially interfere with use and enjoyment of neighboring Lots, or with the values of such Lots.

i. Signs: No signs of any kind shall be displayed to the public view upon the Properties except that one sign, of not more than five (5) feet square (5 feet x 5 feet) advertising property for sale or rent, or signs used by a Builder to advertise property during construction and sale, may appear on each Lot.

j. Debris Free: All Lots shall be kept neat and free of debris, and shall be maintained in a sightly and sanitary condition.

k. Trash, Storage, Disposal: No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash, rubbish, garbage and other waste or materials being thrown away or disposed of must be placed or contained in one or more trash cans or containers, which cans or containers shall be fly tight, rodent proof, nonflammable reasonably waterproof and shall be covered. Such cans or containers are to be stored in concealed locations on Lots, and may be placed in open locations only for a period of not in excess of eight (8) continuous hours in any week, so as to facilitate collection.

l. House Trailers, Mobile Homes, Double Wide Homes and Modular Homes: No house trailers, mobile home (whether or not attached to a foundation), modular home (whether or not attached to a foundation), motor home (whether or not attached to a foundation), double wide mobile home (whether or not attached to a foundation) or similar home originally placed on wheels or a chassis, or transported in whole or in sections by truck or similar means of conveyance, shall be placed on any Lot. For example, the placement of double wide mobile homes or modular homes on foundations is prohibited. No such house trailer, mobile home, motor home, double wide mobile home, or modular home shall be maintained on any Lot for any purpose, whether or not affixed to a foundation. No R.V. or recreational vehicle, house trailer, mobile home or motor home shall be kept or maintained on any Lot for any purposes (other than for loading and unloading as described in subparagraph G above), and no motor home, R.V., or similar vehicle shall be used for human habitation.

m. Livestock, Poultry and Pets: No animals, swine, reptiles, and aquatic animals, livestock, poultry, sheep, cattle, horses or pets of any kind shall be raised, bred or kept upon or in any portion of the Parcel or the Lots, except that up to two (2) dogs, cats or other normal, reasonable household pets may be kept on a Lot, provided that they are not kept, bred or maintained for any commercial purposes and that they are kept, at all times, within the Lot of the Lot Owner keeping same and that they are, at all times, under such Lot Owner's control. No pets shall be allowed to run loose on any other portion of the Parcel other than the Lot in which kept, and while within the Lot shall be within the Lot Owner's control or on such restraint. The Owner of a Lot which has pets kept in or upon it -- and not residents or the Owners of other Lots, or of that real estate last described in this instrument, -- shall bear all risks which result from the presence of pets. Accordingly, such Owners shall be absolutely responsible for adherence by the pets to these conditions and absolutely liable for any and all damage done by such pets, and due care or absence of negligence shall not constitute a defense. No pets shall be permitted to disturb others by excessive barking, noise or other activities, or unpleasant odors. No pets shall be permitted to, in any manner whatsoever, create a nuisance, or to otherwise interfere with the peaceful enjoyment by others of their Lots and the improvements located thereon, or to damage or destroy the property by others of their Lots and the improvements located thereon, or to damage or destroy the property of others, or to injure any persons, animals, or wildlife. Dogs shall not be enclosed with so-called "electric fences" or "invisible fences" or any enclosures which transmit a signal or charge to the animal by a wire or other device, whether by direct skin contact or otherwise.

n. Additional or Accessory Structures, Buildings, Outbuildings and Other Similar Improvements: No additional and/or accessory structures or improvements of any kind or nature whatsoever including, but not limited to:

(1) Dog houses, dog pens or other pet enclosures of any kind, nature or description whatsoever, including, but not limited to enclosures by fences, pens or houses or other structures or improvements;

(2) Pet houses or enclosures;

(3) Exterior storage sheds;

(4) Additional driveways, walkways, parking areas or patios;

(5) Garages;

(6) Sheds or storage areas whether temporary or permanent in character;

(7) Ponds;

(8) Swimming pools;

(9) Outdoor hot tubs;

(10) Wading pools;

(11) Walls, fences or similar structures;

(12) Buildings;

(13) Monuments;

(14) Exterior decorative structures;

(15) Lawn ornaments (other than temporary Christmas or Easter displays or similar displays which are of short term, temporary duration);

(16) Sheds;

(17) Posts, flag poles, poles, and mail boxes;

(18) Storage boxes;

(19) Barns;

(20) Stables;

(21) Above-ground swimming pools or any similar improvements of any kind or nature whatsoever;

(22) Pools and similar improvements;

(23) Playhouses which are intended to be permanent structures or playhouses in the front or side yard of any Lot;

(24) Treehouses;

(25) Tennis courts or similar items;

of any kind or nature whatsoever, temporary or permanent in nature, shall be erected or placed on any Lot until same has been approved in accordance with the Architectural Control provisions of this Declaration. All additional and/or accessory structures, fences, walls and similar improvements of any kind of nature whatsoever must be improved, in advance, by the Architectural Control Committee under the provisions of this Declaration and shall not be installed without such approval. Above ground swimming pools shall never be approved.

o. Maintenance: Each individual Lot Owner shall maintain his, her or their Lot, and the Building/Dwelling located thereon, and all improvements located thereon, and all lawns, trees, shrubs and landscaping located thereon, in a clean, neat, safe, attractive and very well maintained condition, free of trash, rubbish and debris, and free of conditions of unsightliness, and disrepair (including, but not limited to, dead or dying trees, shrubs, lawns and landscaping; chipped or peeling or discolored paint; walls in need of obvious tuckpointing, cleaning, painting, resurfacing or other maintenance; conditions of obvious disrepair or lack of maintenance; roofs requiring patching; discolored roofs; gutters or downspouts requiring painting, cleaning, replacement or other maintenance; chipped or faded shutters, or similar items; other conditions of obvious unsightliness), and in such a condition as to provide as attractive and pleasing appearance as is reasonable practicable, and as is in keeping with the general character of the neighborhood.

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

q. Storage Tanks: No tank for the storage of fuel may be maintained on any Lot.

r. Automotive Repair: No automotive or equipment repair or rebuilding or other form of automotive or equipment manufacture, maintenance or repair (other than normal period vehicle maintenance), whether for hire or otherwise, shall occur on the Parcel or upon any Lot hereby restricted.

s. Satellite Receiver Dishes, Radio Antennas and Similar Structures: No satellite receiver dishes, radio receiver antennas, radio antennas, antennas or similar devices shall be placed within any Lot on the exterior of the Building located on the Lot, or so as to otherwise be visible on the exterior of the Building located upon the Lot, without the written consent first obtained of the Architectural Control Committee hereinafter provided for in Section 6 of this Declaration. The Architectural Control Committee shall have the right to disapprove the use of (or to require screening of) such satellite receiver dishes, antennas, etc., for any reason which it, in its sole, absolute, unlimited and unmitigated discretion finds to be appropriate, including, but not limited to, purely aesthetic objections.

t. Two, Three and Four Wheel Recreational Vehicles: Motorcycles, mopeds, powered scooters, powered tricycles, motor bikes, or two, three or four wheeled, powered recreational vehicles (other than normal bicycles and children's tricycles), may not be run within the Development, either on the streets or roads or within any Lot; provided, however, that they may be used solely to go to and from work or one's job or to school, and for other normal transportation. No such vehicles shall be used within the Development for purposes of recreation. All such vehicles must have a suitable muffler, so as to provide for quiet operation. The restriction set forth in subparagraph T shall apply to the Lots and to each of the Streets located within the Development and it is hereby agreed, on behalf of the Lot Owners and the occupants of all Lots they shall so apply. Each Lot Owner, by accepting a deed for such Lot Owner's Lot, agrees on behalf of such Lot Owner and such Lot Owner's successors and their respective family members, guests, invitees, lessees, renters and family members, that the provisions of this subparagraph T shall apply to all Lots and to all public streets.

u. Outside Improvements, Lawn Ornaments, Vegetable Gardens, Etc. Nothing shall be placed or located within:

The front yard of any Lot; or

The side yard of any corner Lot,

other than reasonable sidewalks, reasonable driveways, and normal, reasonable grass, ground cover, trees, shrubs, flowers and other normal, reasonable landscaping materials. All driveway, parking spaces and parking areas shall be subject to approval by the Architectural Control Committee, and shall not be installed without the prior written approval of the Architectural Control Committee. It is specifically intended that paving of any portions of Lots, other than for normal, reasonable driveways, shall be prohibited, and specifically that paving of Lots in order to provide exterior parking pads (other than normal driveways) shall be prohibited. No:

(1) Statues, monuments, or lawn ornaments shall be permitted; other than that normal temporary displays, such as Christmas and Easter displays, shall be permitted on a short term basis of very short duration;

(2) No vegetables or grains (including, but not limited to, tomatoes, corn, or other vegetables or cereal grains) shall be planted in any front yard or side yard;

Front yards and side yards shall be restricted to normal sidewalks, normal driveways, unusual and customary grass, trees, shrubs, flowers and other landscaping materials.

v. Fences: No woven wire fences, chain link fences, wire fences, chain fences, aluminum fences or other metal fences of any kind or nature whatsoever shall be permitted. All of same are prohibited, without exception. Wood fences may be installed, but only after approval by the Architectural Control Committee which shall have the discretion to either approve or not approve fences, as the Architectural Control Committee sees fit. Fences shall not be installed in the front yard or side yard of any Lot.

w. Exterior Storage: Exterior storage of boats, canoes, tricycles, bicycles, other similar vehicles, lawn mowers, tractors, any equipment of any kind or nature whatsoever (other than permanently installed swings or other playground equipment - which can only be located in a rear yard, in any event) is specifically prohibited. The outdoor placement of or storage of boats, canoes, trailers, materials, equipment or any other items on the outside portion of any Building shall be prohibited; with the provision that the placement of such functional items as patio and outdoor living equipment shall be permitted, and that the use of children's bicycles and play equipment (but not the storage of same) shall be permitted.

x. Additional and Accessory Structures or Improvements, Fences, Pools and Other Ancillary Structures: No additional and/or accessory structure, improvement or fence of any kind or nature whatsoever, nor any tennis court, stable, barn, dog house, dog pen, animal house, animal pen, garage, storage shed of any kind or nature whatsoever, nor any pool, pond, swimming pool, outdoor hot tub, wall, fence or building or any nature whatsoever, nor any shed, post, pole, storage shed, dog house, storage box, garage or any similar item of any nature whatsoever shall be erected upon any Lot, in addition to the basic Building, garage, patios, walks, decks, porches and similar improvements, or any reasonably similar replacement thereof, shall be placed or erected upon any Lot without the prior approval of the Architectural Control Committee.

y. Above-Ground Swimming Pools: Above-ground swimming pools and similar structures and improvements shall be and the same are hereby expressly prohibited. No above-ground swimming pools shall be placed on any Lot, whether same is permanent or temporary in character.

z. Basketball Goals: No basketball goals shall be located in front of the Building Set Back Line of any Lot. All basketball goals must be consistent with standard designs and materials approved, in advance, by the Architectural Control Committee. All backboards must be clear or painted white. All poles must be neutral in color. Outdoor basketball goals shall be located only at such locations as shall be approved in advance by the Architectural Control Committee. The Architectural Control Committee shall have the right at any time to make, alter and revoke reasonable rules and regulations regarding the hours of use of basketball goals and all such rules shall be binding upon all of the Lots and the Lot Owners thereof.

aa. Play Structures: All swings, swing sets, sandboxes and other recreational or play structures (other than basketball goals) must be located behind the line consisting of the back most wall of the Building, extended to the side Lot Line.

9. Architectural Control: No One-Family Dwelling, Dwelling, Building, fence, wall, post, pool, pond, deck, patio, fence or patio structure of any kind, nature or description whatsoever, or driveway, parking area, swimming pool, outdoor hot tub, shed, pole, dog house, storage box, garage, fence, wall or any item similar to any of the foregoing items, or any satellite receiver dishes, antenna, aerial or similar structure or any structure shall be commenced, erected, placed or maintained within the Parcel or within any Lot (and no addition to, modification of or alteration of the exterior color or appearance of any of such items shall be commenced, erected or maintained within any Lot), other than those for which the Plans and Specifications (the "Plans and Specifications") have been approved, in advance, in writing by the Architectural Control Committee hereinafter described, as follows:

a. Two copies of such Plans and Specifications must be submitted to the Architectural Control Committee in advance of the commencement of the construction, installation or completion of any such Building, Dwelling, One-Family Dwelling, fence, wall, other structural improvement, driveway, parking area, post, pole, shed, pool, pond, swimming pool, exterior hot tub, patio, porch, deck, satellite receiver dish, antenna, aerial, garage, fence, wall or other structure or other improvement or any alteration, addition to or modification of same, and must show, at a minimum, and provide:

- (1) All dimensions;
- (2) Interior floor plans;
- (3) Exterior elevations for all four elevations (which reasonably describe the exterior architectural style and appearance);
- (4) Exterior finish materials (including type, manufacturer, brand name, color, shade, tone and texture and the locations of all of same);

- (5) The location of the Building, structure or other improvement on the Lot;
- (6) Adequate information which will allow the Architectural Control Committee to determine the exterior appearance;
- (7) The grades and levels of the Lot and of the structure;
- (8) The roof pitch;
- (9) Such other reasonable information concerning the appearance and quality of the improvements as the Architectural Control Committee shall reasonably request; and
- (10) A landscape plan or description of the landscaping to be provided.

TWO COPIES OF DOCUMENTS CONTAINING ALL OF THE ABOVE INFORMATION MUST BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE.

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

c. Two (2) copies of all plans and specifications hereinabove described shall be submitted to the Architectural Control Committee, which shall be entitled to retain one copy thereof following its approval, so as to enable the Architectural Control Committee to monitor compliance with the plans and specifications approved by it. Determinations of the Architectural Control Committee shall be made by it, in its sole, absolute, unlimited and unmitigated discretion. No requirements of reasonableness on the part of the Architectural Control Committee shall be deemed to be expressed or implied. All determinations of the Architectural Control Committee shall be binding and absolute. In any event, the Architectural Control Committee shall not be required to approve any Dwelling, Building, fence, wall, structure or other improvement or addition to, or change to, or alteration upon

(or change in exterior colors or materials), unless such Architectural Control Committee, in its sole, absolute, unlimited and unmitigated discretion, finds that the plans and specifications show that same would be in harmony with the location therefor, and with the site therefor, and with the surrounding structures and topography, and that same would be in keeping with the general scope and character of the existing neighborhood, and with the existing and contemplated structures to be located thereon, and that same would be of at least the same quality as the then existing structures located within the Parcel, or then under construction within the Parcel, and that same would be of at least the same quality as the average of the quality of the existing structures then located within the development and of the structures which the Architectural Control Committee anticipates will be placed within the development, and that same satisfies the minimum size requirements and other standards set forth above. In the event the Architectural Control Committee, or its designee, fails to approve or disapprove any plans and specifications submitted to it within thirty (30) days after such plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction or to require removal of the offending item has been commenced within one (1) year after commencement of the construction thereof, approval of the said committee under this paragraph 6 will not be required. HOWEVER, AS INDICATED ABOVE THE ARCHITECTURAL CONTROL COMMITTEE SHALL NOT BE REQUIRED TO ACT UPON AN INCOMPLETE SUBMISSION. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE REQUIRED TO ACT ONLY WHEN IT RECEIVES A COMPLETE SUBMISSION, INCLUDING ALL DOCUMENTS HEREINABOVE DESCRIBED, WHICH FULFILL ALL OF THE REQUIREMENTS HEREINABOVE DESCRIBED. The Lot Owner shall have the burden of proof of submission to the Architectural Control Committee of the required Plans and Specifications, and such proof shall consist of the following or one of the following:

(1) A certified mail receipt, signed by a representative of the Architectural Control Committee, demonstrating that the Plans and Specifications were received by the Architectural Control Committee or its representatives; or

(2) A copy of the Plans and Specifications signed or initialed by a representative of the Architectural Control Committee.

d. The Architectural Control Committee shall be composed of the following:

(1) The First Committee: The "First Architectural Control Committee," shall, initially, be composed of three (3) members. The members of the First Committee shall be Jeffrey E. Smith, Jason A. Burchfield, and Pat Bess. Each of such persons shall remain a member of said committee until his or her death, until he or she earlier resigns or becomes unable or unwilling to continue to serve as a member of such committee. Should any of such individuals, or their successors, as members of the "First Architectural Control Committee," die, or resign as a member of the committee, or become unable or unwilling to serve as a member of the

committee, then his successor shall be appointed by the remaining member(s) of the "First Architectural Control Committee." The First Architectural Control Committee shall serve only so long as the Developer or the Developer's assignee of the Developer's rights as Developer hereunder owns any Lot within the Parcel. The First Architectural Control Committee shall cease to serve when the Developer ceases to own any Lot within the Parcel. So long as the Developer owns any Lot within the Parcel, the First Architectural Control Committee or its replacements appointed as described above shall serve. If any member of the First Architectural Control Committee shall, for any reason whatsoever, cease to serve as a member of such committee, then the remaining member(s) of the committee shall designate his successor, by the unanimous vote of the remaining member(s). Approval of the Plans and Specifications for a Building, structure, improvement or other item or any change or alteration in same, by any two (2) members of the First Architectural Control Committee, shall constitute approval by such committee. In other words, any two (2) members of the First Architectural Control Committee shall have the power to act for the entire committee. Action approving plans and specifications by any two (2) members of the First Architectural Control Committee shall be deemed to be action by the entire committee, whether or not such action is, in fact, taken by the entire committee.

(2) Continuing Architectural Control Committee: After the Developer ceases to own any Lot within the Parcel, the Architectural Control Committee shall be composed of three (3) members, and a majority of such committee may designate a representative to act for it. No person is eligible to become a member of the Architectural Control Committee, except the First Architectural Control Committee, unless that person owns a Lot, or an interest in a Lot, or a part of the real estate contained within the Parcel, or an interest in real estate contained within the Parcel. In other words, any member of the Architectural Control Committee, other than the First Architectural Control Committee, must own an interest in real estate or a Lot located within the Parcel. Any person who is a member of the Architectural Control Committee, other than the First Architectural Control Committee, shall become disqualified to continue to act as a member of said committee when said person ceases to own an interest in real estate or in a Lot contained within the Parcel. In the event of death, resignation or disqualification of any member or members of the Architectural Control Committee, the remaining member or members, as the case may be, shall have full authority to designate a successor or successors.

(3) Election: If at any time there are no qualified members of the Architectural Control Committee, a new committee shall be elected by the Lot Owners of the Lots located within the Parcel. For purposes of such election, there shall be one vote attaching to each Lot. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Any two persons holding ownership interests in any Lot shall be permitted to call a meeting of Lot Owners for purposes of such election by written notice, which shall be sent to the owners of all of the Lots contained within the Parcel not less than ten (10) days nor more than forty (40) days in advance of the meeting, setting forth the purpose of the meeting. At the first meeting called for such purpose, the presence at the meeting of individuals entitled to cast ten percent (10%) of the votes attaching to all Lots contained within the Parcel shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

In the event of a lack of unanimity among members of the First Architectural Control Committee as to whether any plans, specifications or drawings submitted to it are acceptable to it, the decision of any two (2) members of the committee that plans, specifications or drawings submitted are acceptable to them, shall constitute a decision by the entire committee that such plans, drawings and specifications are acceptable to the committee. In other words, any two (2) members of the First Architectural Control Committee may approve plans, drawings and specifications for the entire committee, whether or not such plans, drawings and specifications are acceptable to the remaining members of the committee. After the First Architectural Control Committee ceases to serve, in the event of a lack of unanimity among such continuing Architectural Control Committee as to whether any plans, specifications or drawings submitted to it are acceptable to it, the decision of a majority of said committee shall be the decision of the committee. The presence of two (2) members of such committee shall constitute a quorum for all purposes.

e. Any personal interests, or alleged personal interests, of a member of the First Architectural Control Committee or any continuing Architectural Control Committee (both the First Architectural Control Committee and the continuing Architectural Control Committee being referred to in this paragraph and in this Declaration as the "Architectural Control Committee," unless there is a specific reference to the contrary) with the respect to matters to be submitted to such committee for its determination shall be waived as a disqualification, and a member of the Architectural Control Committee shall be permitted to participate in any decisions, whether or not such member has, or arguably has an interest in the matter to be decided by the committee. As hereinabove indicated, all determinations of the Architectural Control Committee shall be final and binding. The Architectural Control Committee shall have sole, absolute, unlimited and unmitigated discretion with respect to all matters submitted to it for its determination, and no requirement that it be reasonable in its actions shall be deemed to be expressed or implied, as all such requirements are waived and eliminated, in their entirety. A meeting of the Architectural Control Committee can be called by any member of such committee, by written notice to the other members of the committee. Any such notice shall specify the date, time and place of the meeting (which

such meeting must be held in Columbia, Missouri), and the purpose for which the meeting is to be held. Any such notice must be given no more than twenty (20) days, nor less than five (5) days prior to the meeting. As hereinabove indicated, two (2) copies of all plans and specifications which are to be delivered to the Architectural Control Committee in accordance with the above provisions of this Declaration shall be delivered to the Architectural Control Committee, which shall retain one copy thereof, in order to monitor compliance therewith. Once plans and specifications have been approved by the Architectural Control Committee, all Buildings, structures, improvements and changes to be erected or made pursuant thereto must be made in total compliance with the plans and specifications which have been approved by the Architectural Control Committee.

f. No Building, residence, structure or other improvements shall be occupied as a residence, or be otherwise used, until same has been completed in full compliance with the plans and specifications therefor which have been approved the Architectural Control Committee. The Developer, the Architectural Control Committee, any member of the Architectural Control Committee, and any owner of any interest in a Lot, shall have the right to enforce compliance with, and completion of Buildings, structures, and improvements, and of the landscaping therefor, in compliance with, the plans and specifications approved by the Architectural Control Committee by injunctive proceedings, by mandatory injunctive proceedings, or by any other proceedings at law or in equity in accordance with paragraph 7 of this Declaration. Plans, specifications and landscaping plans once approved, must be diligently complied with, and once the work provided for thereby has commenced, it must be diligently prosecuted to completion.

10. The Association: The Developer has caused the Association to be formed and has appointed the first Board of Directors of the Association. As of the date of this Declaration, the Developer owns all of the Class A and Class B Membership rights. The Developer has named the three (3) persons who were named in the Articles of Incorporation as the first Board of Directors of the Association. Subsequent to the date of the recordation of this Declaration, the Developer intends to convey to the Association legal title to the Common Areas. Subsequent to such conveyance of the Common Areas to the Association, and subsequent to the date of recordation of this Declaration in the Office of the Recorder of Deeds of Boone County, Missouri, the Association shall be governed by this Declaration, and to the extent not in conflict with this Declaration (as amended from time to time), the Association shall be governed by the Articles of Incorporation of the Association and the Bylaws thereof. However, in the event of any conflict between this Declaration and any Bylaw or any provision of the Articles of Incorporation, this Declaration shall govern. Furthermore:

a. Purpose: The Association shall be formed for the purpose of owning and providing maintenance for the Common Areas, and for the further purpose of acting as an association of the Lot Owners and residents in the Development. The Association also shall have the primary obligation and purpose of enforcing the terms and conditions of this Declaration.

b. Articles of Incorporation and Bylaws: The Association shall be a Missouri non-profit corporation which shall be organized pursuant to the Articles of Incorporation and Bylaws prepared by the Developer for same. The Association may amend the Bylaws in the manner prescribed therein and may amend the Articles of Incorporation in the manner specified under the laws of Missouri for the amendment of the Articles of Incorporation of a Missouri not-for-profit corporation.

c. Administration: The Development shall be administered by the Association. The Association, in turn, shall be managed by a Board of Directors elected and constituted as hereafter set forth in this paragraph. The Board of Directors shall have general responsibility to administer the Development, prepare and approve the annual budget of the Association, provide for the collection of monthly or other assessments from members, arrange and direct or contract for the management of the Development, and otherwise administer the day-to-day operations of the Association. The Board of Directors shall have full power to take such actions on behalf of the Association as they deem appropriate and to appoint officers and agents for the Association except to the extent that the membership's consent to an action by the Association is required by law or by this Declaration, the Bylaws, or the Articles of Incorporation. Except to the extent that a power has been reserved to the membership as a whole, the Board of Directors shall act by and on behalf of and shall have authority to act for the Association in all respects.

d. Board of Directors: The Board of Directors of the Association shall consist of three (3) persons elected by the Association's members pursuant to the following terms and conditions:

(1) During the period of time that Class B voting rights exist, all of the directors shall be elected by the Developer (or the assignees of the Developer who own the Class B voting rights).

(2) So long as there are Class B membership rights, each director shall be elected for a term of one year and directors shall be elected at the annual meeting of the membership of the Association.

(3) After all Class B voting rights have ceased to exist, the Board of Directors shall continue to consist of three (3) persons, except that all three (3) said directors must be Lot Owners. Until the Class B voting rights cease to exist, the directors elected by the Developer (or the Class B membership rights) need not be Lot Owners.

(4) After the Class B voting rights have ceased to exist, directors shall be elected for one-year terms. Such election shall be held at the annual meeting of the membership of the Association.

e. General Powers and Duties of the Association: The Association, for the benefit of Lot Owners, shall provide for, and shall acquire and pay out of the "Maintenance Fund" (hereafter defined) the following:

(1) All maintenance, repairs, replacements, servicing, and upkeep of the Common Areas, including any streets, roads, or drives located within the Common Areas, which, for any reason, are either not publicly owned or are not publicly maintained, and which provide access to and egress from more than one Lot. However, if only one Owner of a particular Lot is the only beneficiary or user of a particular street, road, drive, or utility connection, then said affected and particular Lot Owner shall contribute to the Association the costs and expenses incurred by the Association in maintaining said Common Areas.

(2) The Association shall establish reasonable rules and regulations governing the Common Areas which will help protect the privacy of all Lot Owners and yet assure the use and enjoyment of the Common Areas by all members.

(3) The Association shall arrange for water, sewer, waste removal, electricity, telephone, and other necessary utility services (if any) to the Common Areas.

(4) The Association shall obtain and maintain a policy or policies of insurance which insure the Association and its members and the Association's Board of Directors against liability to any persons, including Lot Owners and their invitees, tenants, guests, and permittees for any action, injury, negligence, or occurrence on any of the Common Areas or with respect to any of the Common Areas. The amounts of said liability insurance policies shall be within the sole discretion of the Association's Board of Directors to determine. The annual limits of coverage shall be reviewed at periodic intervals by the Board of Directors. Such insurance shall be payable to the Association in trust for the benefit of the Association and Lot Owners in the event of a casualty or claim thereunder. The Association also shall obtain such worker's compensation insurance and other casualty and property insurance as the Board of Directors of the Association deems necessary and proper in order to comply with any applicable laws and statutes of the state of Missouri, and in order to reasonably assure the replacement and repair of improvements in the Common Areas on account of any casualty.

(5) The Association shall furnish to any Lot Owner a statement of said Lot Owner's account due to the Association setting forth the amount of any unpaid assessments and other charges due and owing to the Association by such Lot Owner. In addition, the Association shall furnish to the Lot Owner reasonable

notice of any lien against the Lot Owner's Lot which has been assessed and asserted pursuant to this Declaration. Such notice and information as required by this subparagraph shall be furnished by the Board of Directors of the Association to the Lot Owner within ten days of receipt from said Lot Owner of written request for same. However, the failure to provide such notice within said ten day period (or at all) shall not in any manner affect the validity of any lien or assessment against said Lot Owner, or the amount due from the Lot Owner to the Association pursuant to this Declaration.

(6) The Association's Board of Directors may retain the services of such accountants, attorneys, employees, and other persons as it, in its sole and absolute discretion, deems necessary in order to discharge the Association's duties. The designation and removal of personnel necessary for the maintenance, repair, and replacement of improvements in the Common Areas shall be made by the Board of Directors.

(7) The Association shall arrange for the maintenance, lawn cutting, landscaping, and appearance of all grass areas and trees within the Common Areas.

(8) The Association may (but has no obligation to) arrange for the maintenance, snow removal, cleaning, repair, resurfacing, and replacement of any and all streets and roads located within the Development which service more than one Lot, and which are, for any reason, either not publicly owned or are not publicly maintained (even if publicly owned or publicly dedicated). Even though the Association does not hold legal title to such streets or roads, if same are not publicly maintained for any reason, the Association may maintain same as though they were a part of the Common Areas. All roads and streets which are not publicly owned or publicly dedicated (or are not maintained by the City of Columbia, Missouri, for any reason) may be maintained by the Association from the Association's Maintenance Fund for the benefit of all Lot Owners, and at the equal expense of all Lot Owners who are required to contribute to the costs of such maintenance and repair.

(9) The Association shall establish reasonable rules and regulations governing the Common Areas so as to protect the privacy of all Lot Owners in the use and enjoyment of their Lots.

(10) The Association shall obtain, provide, and pay for any materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, and other items which the Association is required to secure, obtain, or pay for pursuant to the terms of this Declaration or which in the Board of Directors' opinion shall be necessary for the proper maintenance and operation of the Development as a high-quality residential development or which the Board of Directors believes is

necessary for the enforcement of any of the requirements set forth in this Declaration.

(11) In the discretion of the Board of Directors, and in addition to the maintenance and repair of any portion of any improvement on any Common Area, the Board of Directors may provide for the maintenance and repair of any Residence or improvement located on a Lot if such maintenance or repair is reasonably necessary in order to protect the appearance of the Development. If the Association repairs or maintains the interior of any Lot or any Residence on a Lot, then the costs and expenses of doing so by the Association shall be a charge against that Lot and shall be subject to becoming a lien if the Lot Owner does not pay for same within thirty (30) days of demand for same by the Association. However, the Association shall not maintain the interior of a Lot or a Residence owned by a Lot Owner unless the Association first gives written notice to the Lot Owner of the necessity for such maintenance or repairs followed by the failure or refusal of said Lot Owner to maintain said Lot or Residence in the manner required by the Association. Written notice shall be provided by the Association to the Lot Owner at least ten days in advance of any repair or maintenance by the Association within a Lot or with respect to a Residence or improvement located on a Lot. The cost of such maintenance or repair of a Lot or residence shall constitute a special individual Lot assessment against the Lot and the Lot Owner for the cost of said maintenance and repairs and shall constitute a lien against said Lot and all improvements thereon in addition to the ordinary assessment liens hereafter described. Said lien or liens shall exist until discharged by payment in full by the Lot Owner.

(12) The Association shall enforce the standards set forth in this Declaration for the maintenance, repair, replacement, and upkeep of Residences and Lots as hereafter set forth in this Declaration or which may be hereafter be adopted from time to time by the Association.

(13) To the extent not publicly dedicated and maintained, the Association shall own, operate, maintain, repair, and replace any sewers, utilities, utility lines and installations, sewage disposal facilities and equipment, and similar facilities which are now or which may hereafter be located on the Development and which service all or any more than one of the Lots together with all easements pertaining to same. All said utility lines, sewers, and the like shall be a part of the Common Areas.

(14) The Association shall have the power to enforce all of the provisions of this Declaration and to enforce all restrictions set forth herein and to enforce all provisions in this Declaration pertaining to the architectural control of Residences

and improvements on any Lot, and to enforce the decisions of the Architectural Control Committee.

(15) The board of directors of the Association shall be authorized to and shall select the President, Vice President, Secretary, and Treasurer of the Association (each of whom shall be a director). A director may serve in more than one capacity except that the offices of the President and Secretary shall be held by separate persons.

(16) The Association shall have such additional powers as may be reasonably necessary in order to give effect to the intents and purposes of this Declaration and in order to permit the enforcement hereof by the Association for the benefit of all Lot Owners.

f. Rules and Regulations: The Association 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 Areas, and for the health, comfort, safety and general welfare of the Lot Owners and their guests, invitees, lessees, and permittees. The Association may adopt such rules and regulations pertaining to the general appearance of the Development and with respect to the architectural characteristics of Residences and other structures in the Development as the Directors deem advisable. Any rule or regulation adopted by the Directors shall not be in conflict with this Declaration, however.

g. Limitation on Activities (Non-Profit Nature of Association): Nothing in this Declaration shall be construed as authorizing the Association to conduct any active business or activity for profit. The Association shall be a not-for-profit corporation under the laws of the state of Missouri and shall not undertake any activity which would cause the Association to become a taxable entity under either federal or state income tax laws. Instead, it is the intention of the Developer that the Association be considered as a "homeowners' association" under Section 528 of the Internal Revenue Code of 1986 (including any substitute or successor section).

11. Assessments and Establishment of Maintenance Fund; Assessment Liens: A Maintenance Fund shall be established and maintained by the Association (the "Maintenance Fund"). The Association shall use the amounts in the Maintenance Fund in order to discharge and fulfill its obligations under this Declaration. Each Lot Owner, by accepting a deed for a Lot in the Development, shall be considered and conclusively deemed to have covenanted and agreed to contribute and pay to the Association the Assessments determined in accordance with this Declaration and the sums due from each Lot Owner to the Association. Such obligation to so contribute to the Maintenance Fund shall exist regardless of whether any reference to such obligation is made in any deed conveying any lot in the Development to a Lot Owner. Furthermore:

a. Creation of Lien and Personal Obligation to Pay Assessments: Each Lot Owner (other than the Developer), and all future owners of Lots within the Development hereby agree, and by accepting a deed to any Lot shall be deemed to have agreed, to pay to the Association, or to the authorized representatives and agents of the Association, each of the following:

(1) Each Lot Owner, promptly upon acquiring title to a Lot from any person (including Lots acquired from the Developer) shall pay to the Association an "Initial Membership Fee" of \$100.00 (or such other amount as is established on the "Initial Membership Fee" by the Association from time to time hereafter);

(2) Each Lot Owner shall pay to the Association the Annual Assessments and the charges described in this Declaration;

(3) Each Lot Owner shall pay to the Association all Special Assessments levied by way of a fine or other penalty as a result of the violation of any provision in this Declaration;

(4) Each Lot Owner shall pay to the Association all other assessments, charges, levies, of any kind or nature provided for and described in this Declaration.

All sums payable pursuant to the foregoing are hereafter collectively referred to as "Assessments." All Assessments shall be due and payable at the times hereafter prescribed. If same are not paid when due, then the Assessments shall accrue interest in the amounts hereafter described until paid in full. All unpaid Assessments shall constitute liens against the Lot of the Lot Owner who fails to pay same in a timely manner and shall be a continuing lien upon said Lot until paid. Furthermore, each Assessment shall be the joint and several personal obligation of the person or persons who are the Lot Owners at the time the Assessment becomes due. Said personal obligation shall remain the personal obligation of the Lot Owner who should have paid same and said personal obligation shall not be extinguished because of the conveyance by Lot Owner of a Lot, even though the lien attributable to said Assessment continues to encumber the Lot subsequent to such conveyance. The personal obligation of a Lot Owner to pay an Assessment shall continue regardless of the conveyance of the Lot to a third party unless said third party expressly agrees to assume said Assessment, but such assumption agreement by said third party shall not be binding upon the Association. Instead, the Association may collect an Assessment from the Lot Owner(s) from whom it is due by any lawful means, including (but not limited to) enforcing the lien against the Lot by foreclosure, or in such other lawful manner as may be available to the Association at such time or times, in the Association's discretion.

b. Purpose of Assessments: All Assessments levied by the Association shall be deposited in the Maintenance Fund and shall be used by the Association to discharge its duties and obligations as provided in this Declaration, and for the purpose of providing for the recreation, health, safety, and welfare of Lot Owners and for the enforcement of this Declaration. The Maintenance Fund shall be used to pay any real estate taxes assessed against the Common Area for any repairs, maintenance, landscaping, beautification of, and improvement to the Common Areas, for the construction of any improvements located on the Common Area, to pay for all other obligations imposed upon the Association by this Declaration, and to pay for all expenses attributable to the operation and management of the Association.

c. Initial Membership Fee Amount, Initial Annual Assessment Amount, and Establishment of Amount of Future Annual Assessments: Upon the conveyance by the Developer to a Lot Owner of title to a Lot, the Lot Owner shall pay to the Association an Initial Membership Fee of One Hundred Dollars (\$100.00). The amount of said Initial Membership Fee may be adjusted (increased or decreased) by the Association at any time hereafter at the Annual meeting of the Membership. In addition to the foregoing, each Lot Owner (other than the Developer) shall pay to the Association an Annual Assessment for each calendar year, which Annual Assessment shall be assessed as of December 31 of each calendar year and payable by February 15 of the next calendar year. The first year for which an Annual Assessment shall be made for the year ending December 31, 1996. Each Lot Owner's Annual Assessment thereafter shall be One Hundred Dollars (\$100.00) unless increased or decreased by the Association. The Annual Assessment for a calendar year shall be assessed as of December 31 of each calendar year, beginning on December 31, 1996, shall be payable by February 15 of the next calendar year, and shall not be apportioned between a Lot Owner who sells a Lot and the purchaser of said Lot based on the date during the year when title to said Lot is transferred on the records of the Boone County Recorder's Office. In other words, any Lot Owner who owns a Lot as of December 31 of any calendar year shall be responsible for paying the Annual Assessment with regard to such Lot.

d. Establishment of Annual Budget and Annual Assessment: The Association, acting through the Board of Directors, shall establish an annual budget as soon after January 1 of each calendar year as is reasonably practicable, and in any event, such annual budget shall be established no later than March 15 of each calendar year. Such budget shall take into account the fiscal requirements of the Association in order to discharge its obligations under this Declaration. The budget as established by the Association shall determine the amount of the Annual Assessment payable by each Lot Owner for that year, and each Lot Owner shall pay a prorata portion of the amount which the directors of the Association deem necessary in order to provide for the solvency of the Maintenance Fund.

e. Due Dates for Payment of Annual Assessments: Annual Assessments shall be payable to the Association on February 15 of the calendar year subsequent to the year on which the Annual Assessment was made.

f. Contingencies and Shortages: The Board of Directors shall establish such reasonable reserves for contingencies and replacements as the directors deem appropriate. Extraordinary expenditures and replacements, not originally included in the annual budget and which may become necessary during the year as a result of unforeseen and unanticipated circumstances may be paid from such reserves or may be the subject of a Special Assessment, in the discretion of the Board of Directors of the Association. All Assessments for unforeseen circumstances, i.e., all Special Assessments, shall be prorated equally among all Lot Owners except to the extent that the cause or reason for such Assessment is attributable to a particular Lot, in which event the directors may determine that such Assessment shall be assessed against a particular Lot or Lots, in its discretion, in order to fairly apportion the cost of said Special Assessment against only that Lot or Lots which benefit or which have caused the shortage.

g. Failure to Establish Annual Assessment: If the Board of Directors of the Association for any reason fails to establish a new Annual Assessment by March 15 in a particular calendar year, then the Annual Assessment for the previous calendar year shall become the Annual Assessment for the current calendar year. Thereafter and on or before March 15 of the next succeeding calendar year, the Board of Directors may establish a different Annual Assessment amount for said succeeding year.

h. Liens; Enforcement of Assessments: All assessments provided for by this paragraph shall be delinquent if not paid on or before the due date thereof. Any assessment not paid on or before the due date thereof shall bear interest from and after the date when due at a rate of interest equal to the greater of: (i) the "Prime Rate" of interest (as said term is hereafter defined); or (ii) the rate of nine percent (9%) simple interest per annum. For the purposes of this subparagraph, the term "Prime Rate" shall be a rate of interest equal to the "Prime Rate" as set forth in the "Money Rates" section of the Wall Street Journal during the period of time in which an Assessment is delinquent and shall accrue until paid. The Prime Rate of interest shall change as often as the Prime Rate changes in the Money Rates section of the Wall Street Journal. Such Assessment and accrued interest thereon shall be due and payable by the Lot Owner to the Association and the Association may collect such Assessment(s) (and all subsequent Assessments) pursuant to the following terms and conditions:

(1) All Assessments provided for by this Declaration shall constitute the personal obligations of the Lot Owners who own those Lots which are charged with said Assessment. If more than one person owns a Lot, then such obligation shall be the joint and several obligation of all such persons who own said Lot. In addition, such Assessment shall constitute a lien against a Lot Owner's Lot and all

improvements located thereon, including any Residence located thereon, if not paid in a timely manner.

(2) In addition to any lien arising from an unpaid Assessment (and the accumulated and accrued interest thereon), all costs incurred by the Association in collecting said Assessment from said Lot Owner(s), including the Association's attorney's fees, court costs, and other litigation expenses, shall be added to and shall likewise constitute a part of the Assessment which constitutes a lien against said Lot. Said costs of collection also shall be chargeable to and collectible personally from any Lot Owner who fails to pay same in a timely manner.

(3) The Association, acting through its Board of Directors, may collect said assessment by a lawsuit against the Lot Owner(s). Alternatively, or in addition, the Association may foreclose its lien against the Lot which is charged with the Assessment lien, and recover as a part of such action all interest, costs, and attorney's fees of such foreclosure action or such lawsuit, or both.

(4) No Lot Owner may waive or otherwise avoid liability for the Assessments provided for in this Declaration because of the non-use of a Lot or the non-use of the Common Area. Ownership of a Lot shall be all that is necessary to become liable for the payment of an Assessment under this Declaration.

(5) The lien to secure the payment of an Assessment shall be in favor of the Association and the Board of Directors of the Association shall have the discretion as to whether or not to enforce said lien, and as to the manner of such enforcement.

(6) Any lien against a Lot may be foreclosed upon in the same manner as a mortgage against real property, and pursuant to the procedures and requirements of Sections 443.190 through 443.235 of the Revised Statutes of Missouri (including any substitute or successor statute).

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

(8) The Association shall not be deemed to have waived any right to collect an Assessment by proceeding in a particular manner, i.e., the election by the Association to collect an unpaid Assessment by foreclosing on the Assessment lien which attaches to a Lot shall not preclude the Association from thereafter filing suit against the Lot Owner(s) to enforce said lien, or vice versa.

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

"Notice of Lien in Favor of Seven Oaks
Homeowners Association, Inc.

Take notice that Seven Oaks Homeowners Association, Inc. (the "Association"), is entitled to a lien to secure the payment of one or more unpaid and delinquent Assessments against the following real property located in Seven Oaks Subdivision, a subdivision in Boone County, Missouri, to-wit:

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

The lien to which the Association is entitled exists to secure payment of one or more Assessments under the "Declaration of Covenants, Easements, and Restrictions of Seven Oaks Subdivision, Plat 1" dated December __, 1995, and filed for record in Book __ at Page __ of the Boone County, Missouri, records, as amended ("the Declaration"). The approximate amount of the Assessment which remains unpaid (and therefore the amount of the lien in favor of the Association) is \$_____. However, the amount of this lien will increase by the amount of accrued interest and any costs incurred by the Association in enforcing this lien against the above-referenced property or in collecting said Assessment, including the Association's attorney's fees, all as set forth in the Declaration.

If further information is required concerning this lien or this notice, please contact [HERE INSERT NAME, ADDRESS, AND TELEPHONE NUMBER OF PRESIDENT OF ASSOCIATION].

IN WITNESS WHEREOF, Seven Oaks Homeowners Association, Inc., has caused this notice to be executed by its President as its duly authorized officer on this ____ day of _____, 19 ____.

Seven Oaks Homeowners Association, Inc.

By: _____
President

State of Missouri)
County of _____)

On this ____ day of _____, 19 ____, personally appeared before me _____, who, upon his/her oath and upon being duly sworn did state and affirm that he/she is the President of Seven Oaks Homeowners Association, Inc., that the facts set forth above are true to the best of his/her knowledge and belief, and that this notice has been executed on behalf of Seven Oaks Homeowners Association, Inc., pursuant to the authority vested in the above-named officer of said Association by the Board of Directors thereof.

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

Notary Public

My commission expires _____."

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

**"Release of Lien in Favor of
Seven Oaks Homeowners Association, Inc.**

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

IN WITNESS WHEREOF, the Association, acting by and through its duly authorized officer, has executed this release of lien on this _____ day of _____, 19____.

Seven Oaks Homeowners Association, Inc.

By: _____
President

State of Missouri)
County of _____)

On this _____ day of _____, 19____, personally appeared before me _____, who, upon his/her oath and upon being duly sworn did state and affirm that he/she is the President of Seven Oaks Homeowners Association, Inc., that the facts set forth above are true to the best of his/her knowledge and belief, and that this notice has been executed on behalf of Seven Oaks Homeowners Association, Inc., pursuant to the authority vested in the above-named officer of said Association by the Board of Directors thereof.

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

Notary Public

My commission expires _____."

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k. Relation of Assessment Lien to Other Liens and Encumbrances: An Assessment lien in favor of the Association shall be subordinate to the lien of any mortgage or deed of trust which is placed against any lot and filed of record in the office of the Recorder of Deeds of Boone County, Missouri, at any time prior to the effective date of the Assessment lien. Said Assessment lien shall be superior to the lien of any mortgage or deed of trust filed of record against any Lot subsequent to the date of the recordation of notice of such Assessment lien by the Association. Furthermore:

(1) If a mortgage or deed of trust which is superior in priority to an Assessment lien is foreclosed upon, then such foreclosure sale shall pass title to the Lot free from the lien attributable to the Assessment lien. However, such foreclosure sale shall not relieve the Lot Owner(s) from said Lot Owner(s)' personal obligation to pay in full any and all Assessments due and payable at any time prior to the date of such foreclosure sale. Any purchaser of the Lot at such foreclosure sale shall acquire title to said Lot free of the Assessment lien which was inferior in priority to the lien of said deed of trust or mortgage foreclosed upon. However, any Assessments due from and after the date of such foreclosure sale shall be payable by said purchaser in the same manner as any other Lot Owner in the Development, and any purchaser at any such foreclosure sale shall acquire title to said Lot subject to the terms and conditions of this Declaration.

(2) If any deed of trust or mortgage which is inferior to an Assessment lien is foreclosed upon, then any sale of the Lot at such foreclosure sale shall be subject to the Assessment lien which has not been paid and such lien shall remain an encumbrance on said Lot until said Assessment lien is paid in full.

12. Enforcement: The Developer or the Developer's successors as the Developer under the Declaration or any Lot Owner of any Lot within the Parcel, or any owner of any interest in any Lot located within the Parcel, or the Architectural Control Committee or any member of the Architectural Control Committee or the Association shall have the right to enforce, by proceedings at law or in equity, any of the covenants, restrictions or conditions imposed by this Declaration. Failure of the Developer, or the Developer's successors, or of any Lot Owner or Owner of any interest in any Lot, or of the Architectural Control Committee or any member of such Committee or of the Association, to enforce any covenants, conditions or restrictions contained in this Declaration shall in no event be deemed to be a waiver of the right to do so at any time thereafter.

13. General Provisions:

a. Severability: Invalidation of any of the covenants, conditions or restrictions or provisions of this Declaration by judgment or court order shall in no way affect any other provisions, and all such other provisions shall remain in full force and effect.

b. Amendment:

(1) By Developer: Until termination of the Developer's rights to exercise its Class B Voting Rights, Developer may unilaterally amend this Declaration for any purpose. Thereafter, the Developer may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; or (iii) required by an institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to make, purchase, insure or guarantee mortgage loans on the Lots; or (iv) otherwise necessary to satisfy the requirements of any governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Lot Owner shall consent thereto in writing.

(2) By Lot Owners: Thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing 75% of the total Class "A" votes in the Association. Notwithstanding the foregoing, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(3) Validity and Effective Date of Amendments: Amendments to this Declaration shall become effective upon recordation in the land records of Boone County, Missouri, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

(4) If a Lot Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Lot Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Lot Owner and a third party will affect the validity of such amendment.

(5) No amendment may remove, revoke, or modify any right or privilege of the Developer without the written consent of the Developer or the assignee of such right or privilege.

c. Notices: Any notices required to be sent under the provisions of this Declaration, may be either personally delivered, or may be mailed, by regular or certified United States mail. Any such notice which is mailed, shall be deemed to have been properly sent when mailed, postpaid, by regular or certified mail, to the last known address to the person entitled to receive such notice. If such notice is to go to a Lot Owner, then such notice shall be deemed to have been properly sent when delivered or mailed, in the manner hereinabove described, to the person who appears as the owner of such Lot on the real estate records of Boone County, Missouri. Any notice which is mailed shall be deemed to have been given on the date of actual receipt, or on the second day following placing thereof in the United States mail, whichever date shall first occur.

d. Notices to Developer and Architectural Control Committee: Notices to the Developer and the First Architectural Control Committee shall be mailed to the Developer or such Architectural Control Committee (in care of the Developer) at the Developer's address hereinabove first set forth in this Declaration.

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

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

g. Attorney's Fees: If any party (including, but not limited to, the Developer, the Architectural Control Committee or any member of the Architectural Control Committee or any Lot Owner) shall seek to enforce against any other party (including, but not limited to, any Lot Owner) any of the provisions of this Declaration, by legal or equitable proceedings, then the prevailing party in such proceedings shall receive from the other party to such proceedings, in addition to such other rights and remedies to which such prevailing party shall otherwise be entitled, such prevailing party's reasonable costs, expenses, and attorney's fees incurred in connection with such proceedings, and in the preparation for such proceedings, and shall be entitled to judgment for such attorney's fees, costs and expenses, in addition to judgment for such other rights and remedies to which such prevailing party shall be entitled.

h. Immunity of Architectural Control Committee: The Architectural Control Committee, and the members thereof, shall be exempt from, and shall not be liable for; any claims, actions, causes of action, demands, losses, suits, liabilities or expenses of any kind, nature or description whatsoever, so long as they act in good faith. The sole requirement

shall be that they act in good faith. If the members act in good faith, then all determinations made by them shall subject them to no liability or responsibility of any kind, nature or description whatsoever, under any circumstances whatsoever. In no event shall any member of the Architectural Control Committee be liable in an action for damages. The sole rights of a party seeking relief against the Architectural Control Committee or a member of the Committee shall be to seek an order of a court, or of a tribunal of appropriate jurisdiction, requiring that the Architectural Control Committee or any member thereof take any action which the petitioning party deems to be legally required of the Committee or such member. The sole requirement shall be that the Committee, in exercising its sole, absolute, unlimited and unmitigated discretion, act in good faith, and that it not act in an arbitrary, capricious and malicious manner.

i. Easements: All easements established by the Plat are hereby established, and are established as easements of the types and at the locations shown by the Plat. There are references to "Drainage Easements" on the Plat. Such Drainage Easements are hereby established in favor of the City of Columbia, Missouri, and it is intended that the land subjected to such Drainage Easements, if not utilized by the City of Columbia, shall nevertheless be subject to the following requirements:

(1) The land shall be used for reasonable surface water drainage and passage of surface water;

(2) If any creek, ditch, swale, depression or other normal waterway, drainageway or drainway now or hereafter exists within the boundaries of any of such easements, then same shall not be blocked, or altered without the prior written approval of the Architectural Control Committee.

(3) Normal drainage of surface water over the land subjected to such easements shall not be blocked or interfered with;

(4) The Architectural Control Committee may require, in its discretion, that the Plans and Specifications to be submitted to the Architectural Control Committee, show and demonstrate the provisions which will be made in order to drain water including storm water and surface water, over, across and within the drainage easement (including surface water and storm water passing from other real estate);

(5) Lot Owners shall be required to cooperate with each other in order to make reasonable accommodation for drainage of surface water over the land within Drainage Easements;

(6) Where it is reasonable and appropriate, a Lot Owner of a Lot imposed with a Drainage Easement must make reasonable accommodations for the drainage

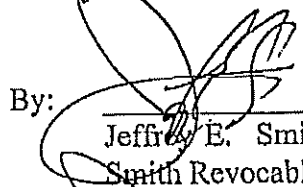
of water, and may (if it is reasonable to do so) install or improve ditches, drainways or underground drainage structures (subject, however, to the overriding right in the City of Columbia to utilize the land subject to the Drainage Easement as a Drainage Easement in such manner as it finds to be appropriate for the drainage of water);

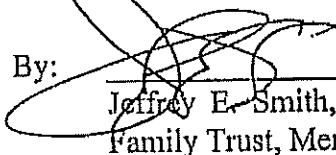
(7) If there is a dispute among Lot Owners over the utilization of a drainway or Draining Easement, or land subject to a Drainage Easement, for drainage purposes, then such dispute may, in the discretion of the Architectural Control Committee, be resolved by the Architectural Control Committee, and all determinations of the Architectural Control Committee in this respect shall be binding upon all parties, provided only that such determinations are made reasonably and in good faith.

14. Annexation:The Developer may bring additional parcels of the Annexation Parcel under the jurisdiction of this Declaration and may make the same a part of the Development, in the Developer's sole, absolute and unmitigated discretion. The Developer may make some portions or all of this Declaration applicable to any portions of the Annexation Parcel, all within the sole, absolute and unmitigated discretion of the Developer. Any additional parcel may be made a part of the Development and may be made subject to this Declaration either by a recorded supplementary declaration or by an annexation declaration or by a recital on the plat of the parcel which shall provide that the additional parcel is made subject to this Declaration. All portions of any Parcels annexed to the Development and which are made subject to this Declaration shall be subject to all terms, covenants, conditions, reservations, easements, restrictions, and other matters established by this Declaration and to all duties established by this Declaration.

IN WITNESS WHEREOF, Jeffrey E. Smith Investment Co., L.C., the Developer, has caused this Declaration to be executed in its name and on its behalf by its duly authorized Manager effective on the day and year first above written.

Jeffrey E. Smith Investment Co., L.C. ("Developer")

By:  _____
Jeffrey E. Smith, Trustee of the Jeffrey E. Smith Revocable Inter Vivos Trust, Member

By:  _____
Jeffrey E. Smith, Co-Trustee of the Smith Family Trust, Member

State of Missouri)
) ss
County of Boone)

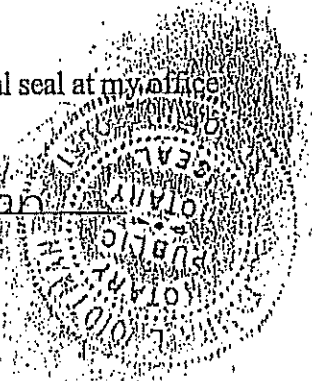
On this 6th day of March, 1996, before me, the undersigned, a Notary Public, in and for the State of Missouri and County of Boone, personally appeared Jeffrey E. Smith, Trustee of the Jeffrey E. Smith Revocable Inter Vivos Trust, to me personally known, who being by me first duly sworn, did state and acknowledge that he is a Member of Jeffrey E. Smith Investment Co., L.C., a Missouri limited liability company, that such limited liability company is now in existence; that he is lawfully authorized by such limited liability company to execute the foregoing document in the name of and on behalf of the said limited liability company; and that he had executed the foregoing document in such capacity as member; and that the foregoing document constitutes the free act and deed of said limited liability company.

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

Tamra L. Oidtmann
Notary Public

My commission expires:

TAMRA L. OIDTMAN
Notary Public - Notary Seal
STATE OF MISSOURI
Boone County
My Commission Expires Aug. 30, 1997



State of Missouri)
) ss
County of Boone)

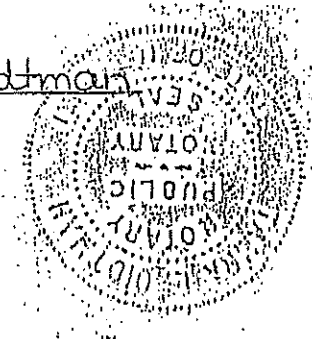
On this 6th day of March, 1996, before me, the undersigned, a Notary Public, in and for the State of Missouri and County of Boone, personally appeared Jeffrey E. Smith, Co-trustee of the Smith Family Trust, to me personally known, who being by me first duly sworn, did state and acknowledge that he is a Member of Jeffrey E. Smith Investment Co., L.C., a Missouri limited liability company, that such limited liability company is now in existence; that he is lawfully authorized by such limited liability company to execute the foregoing document in the name of and on behalf of the said limited liability company; and that he had executed the foregoing document in such capacity as member; and that the foregoing document constitutes the free act and deed of said limited liability company.

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

Tamra L. Oidtmann
Notary Public

My commission expires:

TAMRA L. OIDTMAN
Notary Public - Notary Seal
STATE OF MISSOURI
Boone County
My Commission Expires Aug. 30, 1997



MORTGAGEE'S SUBORDINATION AGREEMENT

The undersigned being the holder of the note secured by Deed of Trust on the parcel of Real Estate described in the foregoing Declaration as follows:

Book of Recording

Page of Recording

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in the Real Estate Records of Boone County, Missouri, subject to the partial release recorded in Book 1218, Page 439 of said Real Estate Records, does hereby subordinate said Deed of Trust to the provisions of the foregoing Declaration and the Plat defined and described therein and does hereby agree that the foregoing Declaration and the Plat referenced therein shall, for all intents and purposes, be treated as if filed and recorded prior to the recording of such Deed of Trust; provided; however, that it is hereby agreed by the above-named Developer that, in addition to all other rights and properties subject to the Deed of Trust referenced above, the Developer does hereby agree that the Deed of Trust hereinabove identified shall be and the same is hereby modified and amended in order to include therein as a part of the Mortgaged Property referenced therein and described therein all of the Developer's rights as the Developer under the foregoing Declaration, which shall be deemed to be automatically included within the Mortgaged Property subject to the lien of the said Deed of Trust. In order to induce the undersigned beneficial holder under the above-referenced Deed of Trust to enter into this subordination agreement, the Developer hereby agrees with the said Lender that the Deed of Trust referred to above shall be and hereby is amended to include therein, immediately following the legal description of the real estate described therein, the following as an additional part of the "Mortgaged Property" or "Mortgaged Premises" or real estate subjected to the said Deed of Trust:

"Together with all Class B Memberships now in existence or hereafter coming into existence, and all rights to Class B Memberships, and all Class B Voting Rights now in existence or hereafter coming into existence, attributable to the real estate hereinabove described or any parts thereof or hereafter held by the Grantor with respect to the Association named in the foregoing Declaration which is now in existence or will hereafter be formed, and all rights as the Developer of any kind, nature, or description whatsoever with respect to the real estate described in this Deed of Trust, all as provided for in and described in the "Declaration of Covenants, Easements, and Restrictions for Seven Oaks Subdivision"; and all rights of the Developer with respect to presently existing or hereafter created Class B Memberships and Class B Voting Rights in the Association attributable to any and all lots and other parcels and tracts of real estate hereinabove described, and including all presently existing or hereafter created rights as the Developer under that Declaration described above of any kind, nature or description whatsoever.

It is the intention of the Developer and of the undersigned beneficial holder under the above-referenced Deed of Trust that the said Deed of Trust shall be and hereby is modified in order to include in addition to the real estate described in said Deed of Trust the Class B Memberships, Class B Voting Rights, architectural control powers, and other rights as the Developer hereinabove described.

Date this 5TH day of ~~March~~ APRIL, 1996.

Quad-R Partnership, a Missouri general partner

By: J & W Land Company, general partner

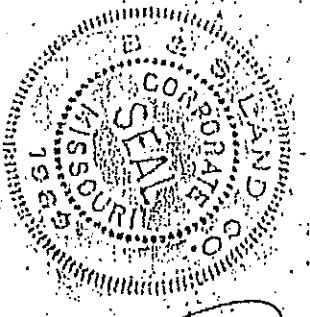
By: *Robert F. Jurgensmeyer*
Name: ROBERT F. JURGENSMEYER
Title: PRESIDENT



Robert F. Jurgensmeyer
ROBERT F. Jurgensmeyer Secretary
JURGENSMEYER

By: B & S Land Co., general partnership

By: *Richard O. Barb*
Name: RICHARD O. BARB
Title: PRESIDENT



Richard O. Barb
ATTEST
RICHARD O. BARB Secretary

State of Missouri)
) ss.
County of)

On this 5TH ^{APRIL} day of ~~March~~, 1996, before me, a notary public in the county and state aforesaid, personally appeared ROBERT F. JURGENSEMEYER PRESIDENT of J & W Land Company, General Partner of Quad-R Partnership, a Missouri general partnership, and acknowledged to me that he/she has executed this document on behalf of said corporation as the free act and deed of said corporation, and pursuant to the authority vested in him/her to execute this document by said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Missouri, the day and year first above written.

Donna M. Lacy
Notary Public DONNA M. LACY

My commission expires: OCTOBER 30, 1998



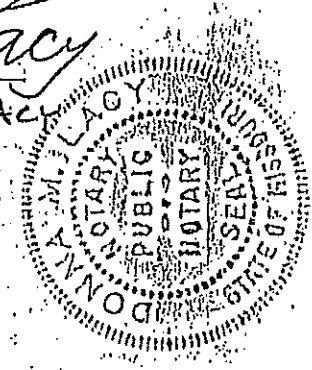
State of Missouri)
) ss.
County of)

On this 5TH ^{APRIL} day of ~~March~~, 1996, before me, a notary public in the county and state aforesaid, personally appeared RICHARD D. BAEB, PRESIDENT of B & S Land Co., General Partner of Quad-R Partnership, a Missouri general partnership, and acknowledged to me that he/she has executed this document on behalf of said corporation as the free act and deed of said corporation, and pursuant to the authority vested in him/her to execute this document by said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Missouri, the day and year first above written.

Donna M. Lacy
Notary Public DONNA M. LACY

My commission expires: OCTOBER 30, 1998



MORTGAGEE'S SUBORDINATION AGREEMENT

The undersigned being the holder of the note secured by Deeds of Trust on the parcel of Real Estate described in the foregoing Declaration as follows:

<u>Book of Recording</u>	<u>Page of Recording</u>
1207	276
1207	283

in the Real Estate Records of Boone County, Missouri, does hereby subordinate said Deeds of Trust to the provisions of the foregoing Declaration and the Plat defined and described therein and does hereby agree that the foregoing Declaration and the Plat referenced therein shall, for all intents and purposes, be treated as if filed and recorded prior to the recording of such Deeds of Trust; provided; however, that it is hereby agreed by the above-named Developer that, in addition to all other rights and properties subject to the Deeds of Trust referenced above, the Developer does hereby agree that the Deeds of Trust hereinabove identified shall be and the same are hereby modified and amended in order to include therein as a part of the Mortgaged Property referenced therein and described therein all of the Developer's rights as the Developer under the foregoing Declaration, which shall be deemed to be automatically included within the Mortgaged Property subject to the lien of the said Deeds of Trust. In order to induce the undersigned beneficial holder under the above-referenced Deeds of Trust to enter into this subordination agreement, the Developer hereby agrees with the said Lender that the Deed of Trust referred to above shall be and hereby are amended to include therein, immediately following the legal description of the real estate described therein, the following as an additional part of the "Mortgaged Property" or "Mortgaged Premises" or real estate subjected to the said Deeds of Trust:

"Together with all Class B Memberships now in existence or hereafter coming into existence, and all rights to Class B Memberships, and all Class B Voting Rights now in existence or hereafter coming into existence, attributable to the real estate hereinabove described or any parts thereof or hereafter held by the Grantor with respect to the Association named in the foregoing Declaration which is now in existence or will hereafter be formed, and all rights as the Developer of any kind, nature, or description whatsoever with respect to the real estate described in this Deed of Trust, all as provided for in and described in the "Declaration of Covenants, Easements, and Restrictions for Seven Oaks Subdivision"; and all rights of the Developer with respect to presently existing or hereafter created Class B Memberships and Class B Voting Rights in the Association attributable to any and all lots and other parcels and tracts of real estate hereinabove described, and including all presently existing or hereafter created rights as the Developer under that Declaration described above of any kind, nature or description whatsoever.

It is the intention of the Developer and of the undersigned beneficial holder under the above-referenced Deeds of Trust that the said Deeds of Trust shall be and hereby is modified in order to include in addition to the real estate described in said Deeds of Trust the Class B Memberships, Class B Voting Rights, architectural control powers, and other rights as the Developer hereinabove described.

Date this 6th day of March, 1996.

Boone County National Bank

By:

James L. Bornhauser
James L. Bornhauser, Vice President

ATTEST:

Curt Morgret
Curt Morgret Secretary



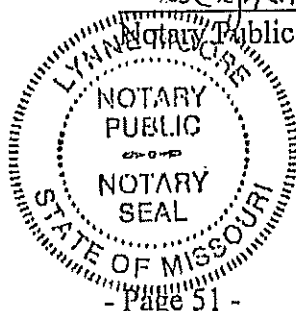
State of Missouri)
) ss.
County of)

On this 6th day of March, 1996, before me, a notary public in the county and state aforesaid, personally appeared James L. Bornhauser, Vice President of Boone County National Bank, and acknowledged to me that he has executed this document on behalf of said corporation as the free act and deed of said corporation, and pursuant to the authority vested in him to execute this document by said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Missouri, the day and year first above written.

My commission expires: 11/8/97

Lynne Moore
Notary Public Lynne Moore



MORTGAGEE'S SUBORDINATION AGREEMENT

The undersigned being the holder of the note secured by Deed of Trust on the parcel of Real Estate described in the foregoing Declaration as follows:

<u>Book of Recording</u>	<u>Page of Recording</u>
1209	672
1209	618
1209	627
1209	636
1209	645
1209	654
1209	663
1209	609


in the Real Estate Records of Boone County, Missouri, does hereby subordinate said Deeds of Trust to the provisions of the foregoing Declaration and the Plat defined and described therein and does hereby agree that the foregoing Declaration and the Plat referenced therein shall, for all intents and purposes, be treated as if filed and recorded prior to the recording of such Deeds of Trust; provided; however, that it is hereby agreed by the above-named Developer that, in addition to all other rights and properties subject to the Deeds of Trust referenced above, the Developer does hereby agree that the Deeds of Trust hereinabove identified shall be and the same are hereby modified and amended in order to include therein as a part of the Mortgaged Property referenced therein and described therein all of the Developer's rights as the Developer under the foregoing Declaration, which shall be deemed to be automatically included within the Mortgaged Property subject to the lien of the said Deeds of Trust. In order to induce the undersigned beneficial holder under the above-referenced Deeds of Trust to enter into this subordination agreement, the Developer hereby agrees with the said Lender that the Deeds of Trust referred to above shall be and hereby are amended to include therein, immediately following the legal description of the real estate described therein, the following as an additional part of the "Mortgaged Property" or "Mortgaged Premises" or real estate subjected to the said Deeds of Trust:


"Together with all Class B Memberships now in existence or hereafter coming into existence, and all rights to Class B Memberships, and all Class B Voting Rights now in existence or hereafter coming into existence, attributable to the real estate hereinabove described or any parts thereof or hereafter held by the Grantor with respect to the Association named in the foregoing Declaration which is now in existence or will hereafter be formed, and all rights as the Developer of any kind, nature, or description whatsoever with respect to the real estate described in this Deed of Trust, all as provided for in and described in the "Declaration of Covenants,

AGREEMENT TO TERMS OF SUBORDINATION AGREEMENT

The above-named Developer hereby agrees to the terms and conditions of the Subordination Agreements and the modification of the Deeds of Trust provided for thereby.

Jeffrey E. Smith Investment Co., L.C. ("Developer")

By: 
Jeffrey E. Smith, Trustee of the Jeffrey E. Smith Revocable Inter Vivos Trust, Member

By: 
Jeffrey E. Smith, Co-Trustee of the Smith Family Trust, Member

State of Missouri)
) ss
County of Boone)

On this 6th day of March, 1996, before me, the undersigned, a Notary Public, in and for the State of Missouri and County of Boone, personally appeared Jeffrey E. Smith, Trustee of the Jeffrey E. Smith Revocable Inter Vivos Trust, to me personally known, who being by me first duly sworn, did state and acknowledge that he is a Member of Jeffrey E. Smith Investment Co., L.C., a Missouri limited liability company, that such limited liability company is now in existence; that he is lawfully authorized by such limited liability company to execute the foregoing document in the name of and on behalf of the said limited liability company; and that he had executed the foregoing document in such capacity as member; and that the foregoing document constitutes the free act and deed of said limited liability company.

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

Tamra L. Oidtman
Notary Public

My commission expires:

TAMRA L. OIDTMAN
Notary Public - Notary Seal
STATE OF MISSOURI
Boone County
My Commission Expires Aug. 30, 1997



State of Missouri)
) ss
County of Boone)

On this 6th day of March, 1996, before me, the undersigned, a Notary Public, in and for the State of Missouri and County of Boone, personally appeared Jeffrey E. Smith, Co-trustee of the Smith Family Trust, to me personally known, who being by me first duly sworn, did state and acknowledge that he is a Member of Jeffrey E. Smith Investment Co., L.C., a Missouri limited liability company, that such limited liability company is now in existence; that he is lawfully authorized by such limited liability company to execute the foregoing document in the name of and on behalf of the said limited liability company; and that he had executed the foregoing document in such capacity as member; and that the foregoing document constitutes the free act and deed of said limited liability company.

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

Tamra L. Oidtman
Notary Public

My commission expires:

TAMRA L. OIDTMAN
Notary Public - Notary Seal
STATE OF MISSOURI
Boone County
My Commission Expires: Aug. 30, 1997



ANNEXATION DECLARATION FOR PORTIONS
OF PLAT 2 OF SEVEN OAKS SUBDIVISION AND
SECOND AMENDMENT TO DECLARATION OF
COVENANTS, EASEMENTS, AND RESTRICTIONS
FOR SEVEN OAKS SUBDIVISION

438

This Annexation Declaration and Second Amendment (this "Annexation Declaration") is made and entered into and executed this 11th day of September, 1998, by Jeffrey E. Smith Investment Co., L.C. (the "Developer").

This Annexation Declaration has been made and executed in view of the following facts:

A. The Developer previously executed a Declaration of Covenants, Easements, and Restrictions of Seven Oaks Subdivision (the "Declaration"). The Declaration was recorded in Book 1220, Page 915 of the Records of Boone County, Missouri.

B. Capitalized terms used in this Annexation Declaration which are not otherwise defined herein shall have the meanings given them in the Declaration.

C. In the Declaration, the Developer specifically reserved the right to annex to the Development certain tracts of property (referred to in the Declaration variously as the "Annexation Property" or "Annexation Real Estate" or the "Annexation Parcel"). The purpose of this Annexation Declaration is to annex certain additional property to the Development to make said additional property subject to the terms, conditions, restrictions, and easements contained in the Declaration, and to amend the Declaration in certain respects.

D. The Developer owns the following-described tract of real property located in Boone County, Missouri (referred to herein as the "Annexed Property"):

Lots 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 57, 58, 59,
60, 61, 62, 63, 64, 142, 143a, 143b, 144, 145, 146, 147, 148, 149,
172, 173 of Seven Oaks Plat 2 as shown on the plat recorded in Plat
Book 30, Page 27 of the Records of Boone County, Missouri.

E. Pursuant to paragraph 13 of the Declaration, the Developer retained the right amend the Declarations so long as Developer possessed Class B Voting Rights. The Developer still possess the Class B Voting Rights under the Declaration and desires to amend the Declaration in certain respects.

F. The Developer amended the Declaration pursuant to the "First Amendment to Declaration of Covenants, Easements and Restrictions for Seven Oaks Subdivision" recorded in Book 1293, Page 897 of the Records of Boone County, Missouri (the "First Amendment").

G. The Developer desires to annex the Annexed Property into the Development such that the Annexed Property is made subject to all of the terms of the Declaration. Except as specifically amended or modified by this Annexation Declaration and the First Amendment, the Declaration as amended by the First Amendment shall remain in full force and effect as originally written.

NOW THEREFORE, in view of the foregoing facts, and pursuant to the power reserved to the Developer in the Declaration to bring additional real estate under the jurisdiction of the Declaration and to amend the Declaration, the Developer states the following:

1. **Annexation of Annexed Property:** The Annexed Property is hereby made a part of the Development and is subject to the jurisdiction of the Association. The Annexed Property is hereby made subject to the Declaration, and the Annexed Property shall be deemed to have been made subject to the assessments by the Association and to the Declaration and to have been made subject to all covenants, conditions, restrictions, liens, charges, and assessments provided for by the Declaration, and all terms, provisions, and conditions contained in the Declaration, including any future modifications thereof. The Owners of all Lots contained within the Annexed Property shall be Lot Owners, and all such Lot Owners shall be Class A Members of the Association if they meet the terms and conditions set forth in the Declaration for such Class A Membership, and shall be entitled to all rights and privileges of Class A Membership. The Annexed Property shall be deemed to be part of the Development and of Seven Oaks Subdivision. All Owners of Lots contained within the Annexed Property shall automatically be members of the Association and shall be subject to assessment by the Association. All portions of the Annexed Property shall be subject to all terms, covenants, reservations, easements, restrictions, assessments, liens and charges established by the Declaration.

2. **Addition of New Paragraph 8bb to Declaration:** The following provision shall be added as new paragraph 8bb to the Declaration:

Mailboxes: It is the intent of the Developer that all mailboxes in the Development be uniform and of the same style. The Developer has installed mailboxes of the so called "Bird of Paradise" design. In the event that any owner of any Lot is required to or desires to replace any mailbox within the Development, the replacement mailbox shall be identical to the Bird of Paradise design mailboxes installed in the Development by the Developer or, if an identical mailbox is unavailable or is not able to be procured by such Lot owner without material cost, expense, or effort, the Lot owner shall replace the Lot owner's mailbox with a mailbox of as similar design, features, color, and materials as is possible so that the replacement mailbox matches as closes as possible the Bird of Paradise design of the other mailboxes in the Development.

Filed for record February 21, 1997 at 3:40:37 P M in Boone Co. Mo
 Document No. 3199 recorded in Book 1293 Page 897 Bettie Johnson, Recorder of Deeds

897

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
 EASEMENTS AND RESTRICTIONS FOR SEVEN OAKS SUBDIVISION**

This Amendment (this "Amendment") is made this 13th day of February, 1997, by Jeffrey E. Smith Investment Co., L.C., a Missouri limited liability company (the "Developer").

This Amendment is made in view of the following facts:

A. The Developer executed that certain Declaration of Covenants, Easements and Restrictions for Seven Oaks Subdivision on March 6, 1996, and the same is recorded in Book 1220, Page 915 of the Records of Boone County, Missouri (the "Original Declaration").

B. The Original Declaration encumbered the following-described real property located in Boone County, Missouri (the "Parcel" or the "Property"):

The tract of real estate which has been platted as "Seven Oaks Plat 1" as shown as plat recorded in Plat 28, Page 86 of the Real Estate Records of Boone County, Missouri, and Seven Oaks Plat 1-A, as shown as plat recorded in Plat 29, Page 92 of the Real Estate Records of Boone County, Missouri.

C. Pursuant to paragraph 13 of the Original Declaration, the Developer retained the right to amend the Original Declaration so long as Developer possessed Class B Voting Rights. The Developer still possesses the Class B Voting Rights under the Original Declaration and desires to amend the Declaration in certain respects.

D. Capitalized terms used in this Amendment and not otherwise defined in this Amendment shall have the meanings given them in the Original Declaration.

NOW, THEREFORE, pursuant to the authority and powers reserved to the Developer in the Original Declaration, the Developer amends the Original Declaration as follows:

1. **Amendment to Paragraph 5.a(3) of the Original Declaration:** Paragraph 5.a(3) is amended by deleting paragraph 5.a(3) and replacing it in its entirety with the following:

No tri-level, One Family Dwelling, or four-level, One Family Dwelling, or multi-level (more than two levels) One Family Dwelling, shall be permitted upon any Lot unless the Enclosed Floor Area contained within such Dwelling shall contain not less than 1,300 square feet; exclusive of any walkout or non-walkout basement, open patios, porches and garages.

2. **Amendment to Paragraph 5.a(4) of the Original Declaration:** Paragraph 5.a(4) is amended by deleting paragraph 5.a(4) and replacing it in its entirety with the following:

No so-called "Split Foyer" One-Family Dwelling [i.e., a One-Family Dwelling, wherein an entryway stairway, leading down to one level and up to another level (the upper level being the "Main Level")] shall be permitted upon any Lot unless the Enclosed Floor Area contained within the Main level/main floor (the upper level) of such Dwelling contains not less than 1,300 square feet of finished floor space, exclusive of open porches, patios, garages and basement space (including walkout basement space).

- 3. No Further Amendments: No further amendments to the Original Declaration are intended or made by the Developer except as expressly stated in this Amendment.
- 4. Effective Date of Amendment: This Amendment shall become effective on recordation thereof in the land records of Boone County, Missouri.

IN WITNESS WHEREOF, Developer has executed this Amendment by and through its duly authorized manager.

Jeffrey E. Smith Investment Co., L.C.

By:

[Signature]
Jeffrey E. Smith, Manager

State of Missouri)
) ss
County of Boone)

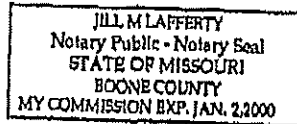
On this 19th day of February, 1997, before me, a notary public in the county and state aforesaid, personally appeared Jeffrey E. Smith, Manager of Jeffrey E. Smith Investment Co., L.C., a Missouri limited liability company, and acknowledged to me that he has executed this document on behalf of said company as the free act and deed of said company, and pursuant to the authority he has vested in him to execute this document by said company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Missouri, the day and year first above written.

Jill M. Lafferty

Notary Public
Boone County, State of Missouri

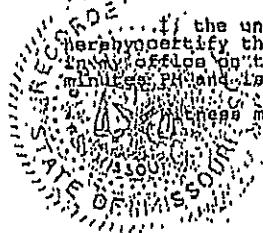
My commission expires: 1-2-2000



MISSOURI STATE DEPARTMENT OF REVENUE

STATE OF MISSOURI)
COUNTY OF BOONE) ss.

Document No. 3199



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 21st day of February, 1997 at 3 o'clock and 40:37 minutes PM and is truly recorded in Book 1293 Page 897.

I have hereunto set my hand and official seal on the day and year aforesaid.

BETTIE JOHNSON, RECORDER OF DEEDS

by *Lisa Victor* deputy

SECRETARY'S CERTIFICATE


Comes now Pat Bess, Secretary of Seven Oaks Homeowners Association, Inc. (the "Corporation"), and member of the architectural control committee of Seven Oaks Subdivision, and hereby certifies as follows:

1. On December 11, 2000, a joint meeting of the Board of Directors of the Corporation and the members of the architectural control committee of the Seven Oaks Subdivision was held.

2. At the meeting, the following resolution was adopted by both the Board of Directors of the Corporation and the members of the architectural control committee:

RESOLVED, that the Corporation hereby adopts a rule and regulation, for the purposes of protecting Seven Oaks Subdivision and its residents and lot owners and enhancing property values and the quality of life of owners and residents of Seven Oaks Subdivision, that in the event of a violation of any prohibition contained in the covenants and restrictions for Seven Oaks Subdivision, the Corporation, acting through any of its duly elected officers, shall have the power and authority to levy and impose a special assessment against the offending lot owner(s) or other person under the jurisdiction of the covenants and restrictions in the amount of not more than \$200.00 per occurrence plus a per day assessment not to exceed \$15.00 for each day during which the violation continues. The Corporation, acting through any of its duly elected officers, shall notify the offending lot owner(s) or other person in writing of any such violation, stating that the nature of the violation, the amount of the one-time assessment (not to exceed \$200.00) and the amount of the per day assessment (not to exceed \$15.00 per day). Any and all such assessments that are imposed pursuant to this resolution may be enforced or collected by the Corporation in the same manner and by the same means as the Corporation has available to collect and enforce any other type of assessment authorized in the covenants and restrictions for Seven Oaks Subdivision, including but not limited to imposing a lien on the offending lot owner's lot in Seven Oaks Subdivision.

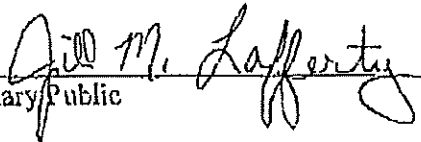
The undersigned certifies the foregoing to be a true and exact resolution adopted as aforesaid.



Pat Bess

State of Missouri)
)
 County of Boone) ss.

On this 11th day of December, 2000, before me, a Notary Public, in and for said county and state, personally appeared Pat Bess, known to me to be the person who executed the foregoing certificate and who upon his/her oath and upon being duly sworn, verified and acknowledged to me that she executed the same as her free act and deed for the purposes therein stated, and that the facts therein stated are true to the best of her knowledge and belief.


 Notary Public

My commission expires: 1-2-2004

JILL M. LAFFERTY
 Notary Public - Notary Seal
 State of Missouri
 County of Boone
 My Commission Expires January 2, 2004

Seven Oaks Homeowners Association

A Summary of Its Primary Covenants and Restrictions

The Seven Oaks Homeowners Association has been formed both to protect architectural, aesthetic, and development standards, and to create a structure for the execution of maintenance tasks normally associated with the care of the development's "common" areas and/or elements. Such duties as lawn care, landscaping, and utilities may be paid out of the Association's fees, which may be adjusted in accordance with the budget projected for annual maintenance or improvement.

Upon the purchase of a home or home sight in Seven Oaks, you automatically become a member of Seven Oaks Homeowners Association. The property owner is required to pay the Association an initial fee then an annual fee. Subsequent owners of homes or sites conveyed by the original owner are responsible for payment of the annual fees thereafter. The annual fee may be increased by the Board of Directors should projected costs dictate. Special assessments may be levied.

For the purpose of highlighting those covenants and restrictions pertaining to the current development status of Seven Oaks, the following regulations have been set forth:

USE RESTRICTIONS

1. No roomers or boarders.
2. No nuisance, offensive, illegal, or unlawful use or activities shall be permitted.
3. No signs of any kind with the exception of one "for sale" or "for rent" sign.
4. No Lot shall be used for business or commercial purposes that have vendors, customers, clients, or patients.
5. No animals, swine, reptiles, aquatic animals, livestock, poultry, sheep, cattle, horses, or pets shall be raised, bred, or kept upon any portion of the Property except that up to two dogs, cats, or reasonable household pets.
6. No uncovered parking space within the Development shall be used for anything other than automobiles which are in good repair and used frequently.
7. No two, three, or four wheeled recreational vehicles may be operated within the Development unless used for normal transportation. Automotive repair is prohibited.
8. No house trailer or recreational vehicle shall be kept on the Lot for any purpose including human habitation.
9. Automotive repair is prohibited.
10. All materials being disposed of must be placed in trash containers that are stored in concealed locations on the Lot. Containers may only be put out to the curb after 4:00pm the day before collection.
11. All Lots must be kept free of debris.
12. No additional and/or accessory structures or improvements are permitted without prior approval.
13. No exterior wiring, antennas, or similar devices shall be permitted on the exterior portion of any Building without prior approval.
14. No fences shall be permitted without prior approval. Woven, chain, aluminum, metal, electric, and invisible fences are not permitted.
15. Nothing shall be placed or planted within the front or side yards of any Lot.
16. Above ground swimming pools are expressly prohibited.
17. Basketball goals must be consistent with standard design and material with a location with is pre-approved. All backboards must be clear or painted white and all poles must be neutral in color.
18. All play structures must be located behind the line consisting of the back most wall of the Building extended to the side Lot lines.
19. Exterior storage of equipment of any kind is specifically prohibited. No storage tanks.
20. No open fires.

Remember to submit a request detailing your plan for any exterior changes to your home or lot to portal.cpmgateway.com. **Approval is required prior to beginning any work.**

Complete copies of bylaws, covenants, and restrictions can be found at portal.cpmgateway.com. The information above is provided as a convenience only and is not a substitute for the actual covenants and restrictions governing Seven Oaks.