

CEDAR LAKE BLOCK 1

DECLARATION OF COVENANTS,  
INSTRUMENT CONDITIONS, RESERVATIONS,  
EASEMENTS AND RESTRICTIONS

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DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS,  
EASEMENTS AND RESTRICTIONS OF  
CEDAR LAKE BLOCK 1

THIS DECLARATION, made on this 17th day of May, 1976, by Cedar Lake of Boone County, Inc., a Missouri corporation with its principal place of business located in Columbia, Boone County, Missouri, which is hereinafter referred to as "the Developer".

## WITNESSETH:

WHEREAS, the Developer is the owner of a parcel of real estate located in Columbia, Boone County, Missouri, which has been platted as Cedar Lake Block 1 of Boone County, Missouri, by that plat recorded in Plat Book 11 at Page 185 of the Records of Boone County, Missouri, and of additional real estate located in the area of the said Cedar Lake Block 1, which additional real estate, together with the said Cedar Lake Block 1, is contained within that real estate conveyed by Hazel M. Hickam, a single person, to Andrew J. Bass and Anne Bass, husband and wife, and Francis Daugherty and Frances Daugherty, husband and wife, by that Warranty Deed dated October 7, 1975, which appears in Record Book 427 at Page 290 of the Records of Boone County, Missouri (the Developer is the owner of all real estate as described in such Warranty Deed); and

WHEREAS, the Developer is desirous of establishing for its own benefit and for the mutual benefit of all future owners or occupants of the real estate contained within the plat of Cedar Lake Block 1, as described above, or any part thereof, and any additional parcels of real estate contained within that real estate described in the above described Warranty Deed from Hazel H. Hickam which the Developer may hereafter, in its sole and absolute discretion, elect to annex to the Development pursuant to the provisions of this Declaration hereinafter set forth, certain easements and rights in, over and upon the property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the Developer desires to place certain protective covenants, conditions, easements, restrictions, reservations, liens and charges on the real estate contained within Cedar Lake Block 1, as hereinabove described (and any additional parcels of real estate hereinafter annexed to the Development pursuant to the terms and conditions of this Declaration as hereinafter set forth), and the buildings and improvements now or hereafter constructed thereon as hereinafter described, for the use or benefit of itself, its grantees, successors and assigns; and

WHEREAS, the Developer desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the real estate now contained within the plat of Cedar Lake Block 1, and contained within any real estate hereafter annexed to the Development pursuant to the terms and conditions of this Declaration hereinafter set forth, or any part or parts thereof, or any improvements located thereon, shall at all times enjoy the benefit of, and shall hold their interest subject to the rights, easements, privileges, covenants, assessments and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of the property, and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the property;

NOW, THEREFORE, the Developer hereby declares that all of the real estate now contained within the plat of Cedar Lake Block 1 (and contained within any parcels of real estate located within the real estate described in that Warranty Deed from Hazel H. Hickam, hereinabove described, which additional parcels are hereafter, in the sole and absolute discretion of the Developer, annexed to the Development contained within Cedar Lake Block 1 pursuant to the terms and conditions of this Declaration hereinafter set forth dealing with such annexation), and any improvements now or hereafter located thereon, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, liens and charges, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such real estate and all improvements now or hereafter located thereon.

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These easements, covenants, restrictions, conditions, liens and charges shall run with the real property, and shall be binding on all parties having or acquiring any right, title or interest in the real property or any part thereof, and shall be binding on all parties having or acquiring any right, title or interest in the described real estate or any part thereof, or any improvements located thereon, and shall inure to the benefit of each Owner thereof. The Developer further declares as follows:

## ARTICLE I

### DEFINITIONS AND MISCELLANEOUS TERMS AND CONDITIONS

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

Section 1. "Association" shall mean and refer to Cedar Lake Home Owners Association (or a corporation of a similar name), a Not-for-Profit corporation of the State of Missouri, to be established as hereinafter provided in the Declaration, and its successors and assigns.

Section 2. "Parcel" means that tract of real estate platted as Cedar Lake Block 1 by that Plat of Cedar Lake Block 1 hereinabove described. In addition, if the Developer hereafter, in its sole and absolute discretion, elects to annex additional tracts of real estate contained within the real estate conveyed by Hazel H. Hickam by a Warranty Deed dated October 7, 1975, which appears in Record Book 427 of Page 290 of the Records of Boone County, Missouri to the Development, and the Association, and to subject such additional tracts to the jurisdiction of the Association, then in such event, the word "parcel" shall further be construed to mean and shall be deemed to mean and to include that tract of real estate platted as Cedar Lake Block 1, and any such additional tracts of real estate annexed by the Developer to the Development, and made subject to the jurisdiction of the Association by the Developer, pursuant to the terms and conditions of this Declaration hereinafter set forth dealing with annexation.

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

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

Section 5. "Plat" means the Plat of Cedar Lake Block 1, which is described above. If the Developer hereafter annexes to the Development additional tracts of real estate contained within that real estate conveyed by Hazel H. Hickam pursuant to the above described Warranty Deed, and makes such additional tracts of real estate subject to the jurisdiction of the Association pursuant to the terms and conditions of this Declaration hereinafter set forth dealing with Annexation, then the word "Plat" shall further be deemed to mean and to include the Plat of Cedar Lake Block 1, as hereinabove described, and each and every plat of the additional tracts of real estate so annexed by the Developer to the Development.

Section 6. "Lot" means those lots shown by the Plat; provided, however, that the word "Lot" shall not be deemed to include lots 2 and 90 as shown by the Plat of Cedar Lake Block 1, as hereinabove described, which lots 2 and 90 shall be Common Area, as hereinafter defined. The word "Lot" shall also not be deemed to include any lots or tracts or parcels located within the Plat, which are designated by the Developer as Common Area, or which are hereafter conveyed by the Developer to the Association to be held as Common Area.

Section 7. "Lot Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Lot.

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Section 8. "Common Area" shall mean Lots 90 and 2 of Cedar Lake Block 1 as shown by the Plat of Cedar Lake Block 1 as hereinabove described, and shall include the Lake contained within the said Lot 90. "Common Area" shall further mean any lots, tracts or parcels of real estate contained within any tracts of real estate hereafter annexed by the Developer to the Development and made subject by the Developer to the jurisdiction of the Association, which lots, tracts or parcels are either specifically designated by the Developer as Common Area, or Common Land, or which are otherwise designated by the Developer as land to be held for common usage or which are conveyed by the Developer to the Association regardless of how designated by the Developer on the Plat. All land conveyed by the Developer to the Association shall, unless otherwise specifically set forth in the instruments of conveyance to the contrary, be conclusively deemed to be Common Area to be owned and held by the Association as Common Area. All Common Area shall be owned by the Association for the common use and enjoyment of all Lot Owners, and their designees, and their delegates, and the members of their families, and their renters and lessees, whether or not actually conveyed to the Association.

Section 9. "Common Elements" means the Common Area, and all structures and improvements erected or constructed thereon or contained therein or thereon, and all rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Lot Owners.

Section 10. "Declaration" means this instrument.

Section 11. "Developer" shall mean and refer to Cedar Lake of Boone County, Inc., a Missouri corporation, and any person or persons to whom it shall assign all or part of its rights as the Developer under the terms of the Declaration.

Section 12. "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Section 13. "Class A Member" shall mean a Class A Member of the Association and shall mean a Lot Owner of a Lot owned by a person other than the Developer and its assignees. The qualifications for Class A membership are set forth below.

Section 14. "Class B Member" shall mean a Class B Member of the Association and shall mean the Developer or any person to whom the Developer shall have assigned all or a portion of its rights as the Developer under the terms and provisions of the Declaration.

Section 15. "Development" shall mean Cedar Lake Block 1, and any additional tracts of real estate hereinafter annexed to the Development by the Developer, and made subject to the jurisdiction of the Association by the Developer pursuant to those terms and conditions dealing with such annexation as hereinafter set forth in this Declaration, which said Cedar Lake Block 1 and such additional tracts shall be known as "Cedar Lake".

## ARTICLE II

### MEMBERSHIP IN THE ASSOCIATION

Every Lot Owner shall be a Class A Member of the Association, shall be subject to the jurisdiction of the Association, shall be subject to assessments levied by the Association under the following provisions of the Declaration, and shall be entitled to all rights and privileges of Class A membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation as members of the Association. There shall be one (1) Class A membership in the Association appurtenant to the ownership of any Lot which is subject to assessment by the Association. Class A membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of a Lot shall be the sole qualification for Class A membership in the Association. Class A membership in the Association cannot, under any circumstances, be partitioned or separated from ownership of a Lot subject to the jurisdiction of the Association. Any covenant or agreement to the contrary shall be null and void. No Lot Owner shall

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execute any deed, lease, mortgage or other instrument affecting title to his Lot ownership without including therein both his interest in the Lot and his corresponding membership in the Association, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage or instrument purporting to affect the one without including also the other, shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. The Developer, or those to which it assigns all or any part of its rights as the Developer under the terms of the Declaration shall be the sole Class B Members of the Association. The Developer, and those to which it assigns all or any portion of its rights as the Developer under the terms of the Declaration shall become Class A Members upon and following the termination of Class B memberships as hereinafter provided in the Declaration, for each Lot in which they hold the interest required for Class A membership by this ARTICLE II. The Developer shall, before termination of Class B membership, also be a Class A member for each Lot held by the Developer for rental or lease purposes, which are subject to assessment under the following provisions of the Declaration.

## ARTICLE III

### VOTING RIGHTS

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

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

Class B. The Developer, and those to which it assigns all or any portion of its rights as the Developer, under the terms of this Declaration shall, in the aggregate, be entitled to that total aggregate number of Class B votes equal to the total number of Lots contained within the Parcel as shown by the Plat which have not been conveyed to Lot Owners other than the Developer or its assignees. (Note: at the present time there are eighty-eight (88) Class B votes, as there are eighty-eight (88) Lots contained within Cedar Lake Block 1, excluding Lots 2 and 90, which are Common Area. As the Developer annexes additional tracts of real estate to the Development, the number of total possible Class B votes will increase by the number of additional Lots annexed to the Development.) All Class B voting rights and Class B memberships in the Association shall cease and terminate upon the happening of the earliest of the following events to occur:

- (a) When all Lots contained within the Parcel (including any tracts annexed to the Parcel) have been conveyed to Lot Owners other than the Developer or its assignees, or
- (b) On January 1, 2020, or
- (c) The Developer so determines.

From and after the happening of the earliest of the above events to occur, all Class B memberships and Class B voting rights in the Association shall be terminated, and the Developer and any of its assignees of its rights as the Developer under the terms of this Declaration shall be deemed to be Class A Members, entitled to one (1) vote for each Lot in which they hold an interest required for Class A membership under the terms of ARTICLE II of the Declaration.

## ARTICLE IV

### LOTS

All Lots shall be legally described by the identifying number pertaining to such Lot, as shown on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Lot by its identifying number as shown on the Plat, and every such

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description shall be deemed good and sufficient for the purposes. Any description of a Lot shall be deemed to include and convey, transfer, encumber or otherwise affect the Owner's corresponding membership in the Association, though the same is not expressly mentioned or described therein. Ownership of a Lot and of the Owner's corresponding membership in the Association shall not be separated nor shall any Lots, by deed, plat, court decree or otherwise be subdivided or in any other manner separated into tracts or parcels smaller than the whole Lots. No Lot Owner shall by deed, plat, lease or otherwise subdivide or in any other manner, cause his Lot to be separated into any tracts or parcels smaller than the whole Lot. Nothing contained herein, however, shall prevent 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.

## ARTICLE V

### THE ASSOCIATION

Section 1. Formation. The Developer, upon the sale of one or more Lots, shall cause to be incorporated, a not-for-profit corporation under the laws of the State of Missouri, to be called Cedar Lake Home Owners Association or a name similar thereto. The responsibility of the Association shall be more fully described by the following terms of the Declaration. Upon the formation of such Association, every Lot Owner then holding or thereafter acquiring an interest in a Lot required for Class A membership under the terms of ARTICLE II of the Declaration shall become a Class A Member therein, and the Developer shall hold those Class B membership rights hereinabove provided for by the Declaration. A Lot Owner's Class A membership shall terminate upon the sale or other disposition by such Lot Owner of his Lot Ownership at which time the new Lot Owner shall automatically become a Class A Member of the Association.

Section 2. Articles of Incorporation and By-Laws. The Association shall have as its Articles of Incorporation and By-Laws such Articles and By-Laws as are not inconsistent with this Declaration. The initial By-Laws shall be adopted by the first Board of Directors of the Association.

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

Section 4. Board of Directors. The Board of Directors of the Association shall consist of five (5) Directors. During such time as there are Class B voting rights in existence, three (3) of such Directors shall be natural persons elected by the Class B members, who need not be Lot Owners, and two (2) of such Directors shall be natural persons, holding ownership interests in Lots (other than the Developer, and those to which it has assigned all or any portions of its rights as the Developer) elected by the Class A Members of the Association. After all Class B voting rights have ceased to exist, the Board of Directors shall consist of five (5) natural persons (who need not be holders of ownership interests in Lots) elected by the members of the Association. The Directors shall be elected in that manner, and for those terms, specified by the By-Laws, except as hereinabove provided to the contrary.

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

(a) Water, sewer, waste removal, electricity and telephone and other necessary utility service for the Common Elements and Common Area;

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(b) To obtain and maintain a policy or policies insuring the Association, and its members, and its Board of Directors against any liability to any persons, including Lot Owners or their invitees or tenants, instant to the ownership and/or use of the Common Area or Common Elements in such limits as the Association's Board of Directors shall, in its sole and absolute discretion, from time to time, determine appropriate. The annual limits of coverage shall be reviewed at periodic intervals by the Association's Board of Directors. Such insurance shall be payable to the Association in trust for the benefit of the Association and the Lot Owners. The Association shall also obtain Workmen's Compensation Insurance to the extent necessary to comply with any applicable laws and statutes of the State of Missouri.

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

(d) When the Association's Board of Directors, in its sole and absolute discretion, deems it advisable to do so, to retain the services of a professional manager or management firm or managing agent to fulfill the Association's obligations, and to retain the services of such accountants, attorneys, employees and other persons as the Association's Board of Directors shall, in its sole and absolute discretion, deem necessary in order to discharge the Association's duties. The designation and removal of personnel necessary for the maintenance, repair and replacement of the Common Elements and the exteriors of buildings located on the Lots shall be made by the Association's Board of Directors, or as they direct the manager, or management firm, if one is employed, or the managing agent, if one is employed. The Association's Board of Directors shall have the sole and absolute discretion to retain such a manager, management firm or managing agent.

(e) To provide for the cutting of grass and the maintaining of all lawns contained within the Common Areas, and the lake contained within Lot 90 of Cedar Lake Block 1, and to provide for the maintaining of all lawns and improvements contained within the Common Areas and the Common Elements and of all real estate contained within the Common Areas and the Common Elements; and to provide for the landscaping, gardening, maintenance, snow removal, painting, cleaning, tuck-pointing, decorating, repair and replacement for the Common Elements and Common Areas.

(f) To provide for the maintenance, snow removal, cleaning, repair and replacement for all streets contained within the Development, which are, for any reason whatsoever, not publicly maintained. Although legal title to such streets, which are not publicly maintained may not be held by the Association, all such streets shall be maintained as Common Areas and Common Elements by the Association.

(g) To establish reasonable rules and regulations governing the Common Area so as to protect the privacy of all Lots Owners, in the use and enjoyment of their Lots.

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

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

(j) In the discretion of its Board of Directors, to provide for the maintenance and repair of any portion of any lot or of any improvement located on any lot or of any utility line located inside a lot, if such maintenance or repair is reasonably necessary, to protect the Association or the Common Elements, or the Development, or any other portion of a building or any other building, when the Lot Owner or Owners of said Lot have failed or refused to perform said maintenance or repairs

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within a reasonable time after written notice of the necessity of said maintenance or repairs has been delivered by the Association's Board of Directors; provided, however, that no such written notice shall be required in case of an emergency; and provided further, however, that the Board of Directors shall levy a special individual lot assessment against the lot and Lot Owners or Owners for the cost of the maintenance or repairs, which shall constitute a lien upon the Lot and its improvements, in addition to the lien hereinafter provided for ordinary assessments.

Section 6. Entry Into Lots. The Association, or its agents, or its Directors, may enter any Lot when necessary in connection with any lawn maintenance, or any other maintenance or construction for which the Association is responsible. It, or its agents or directors may likewise enter any buildings contained on any Lot, any lawn contained on any Lot, any balcony contained on any Lot, or any patio contained on any Lot for maintenance, repairs, construction or painting, if same is necessary in connection with any maintenance or construction for which the Association is responsible or authorized to perform. Such entry shall be made with as little inconvenience to the Lot Owners as practicable, and any damage caused thereby shall be repaired by the Association, at the expense of the Maintenance Fund established as hereinafter provided for.

Section 7. Limitation Upon Power of Association and Board of Directors. The powers of the Association and its Board of Directors as hereinabove set forth shall be limited in that they shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for the purpose of replacing or restoring portions of the Common Elements, or improvements on Lots destroyed or damaged payable out of the insurance proceeds actually received, subject to all of the provisions of the Declaration) having a total cost in excess of Three Thousand Dollars (\$3,000.00), nor shall the Association or its Board of Directors authorize any structural alterations, capital additions to, or capital improvements to the Common Elements requiring an expenditure in excess of Three Thousand Dollars (\$3,000.00), without in each case obtaining the prior approval of a majority of the Class A Members and obtaining the written approval or waiver of any mortgagee holding any deed of trust on at least five (5) Lots, provided any such mortgagee notifies the Association's Board of Directors of its ownership and desire to have the right to so approve.

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

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

## ARTICLE VI

### ASSESSMENT - MAINTENANCE FUND

Section 1. Creation of a Lien and Personal Obligation for Assessments. The Developer, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and such costs of collection thereof, as may be hereinafter provided, shall be a charge on the land and improvements and shall be a continuing lien upon the land and improvements against which each such assessment is made. Each such assessment shall also be the joint and several personal obligation of the person or persons who were the owners of such property at the time when the assessment fell due. The personal obligation shall not pass to such Owner's successors in title unless expressly assumed by them.

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Section 2. Purpose of Assessments. The assessments levied by the Association shall constitute a Maintenance Fund, and shall be used exclusively by the Association to discharge its duties and obligations as hereinabove provided for by the Declaration, and for the purpose of promoting the recreation, health, safety and welfare of the Lot Owners and residents of the Development, and in particular for the improvement, maintenance and beautification of, and the providing of services and facilities for, the Common Area and Common Elements, and the services and the facilities related to the use and enjoyment of the Common Area and Common Elements, and of any improvements situated upon the Common Area, and to discharge such other duties and obligations as shall be conferred upon the Association by the above terms and conditions of this Declaration, including but not limited to the payment of taxes and insurance on the Common Area and Common Elements, repairs to, maintenance of, replacement of and additions to the Common Area and Common Elements, and for the cost of labor, equipment, materials, management and supervision required for the Common Area and Common Elements.

Section 3. Maintenance Fund. The annual assessments or charges and special assessments established and collected under the terms of this Article shall constitute a fund to be known as the "Maintenance Fund".

Section 4. Basis and Maximum of Annual Assessments. From and after the conveyance of the first Lot to an Owner other than the Developer or its assignees, until January 1 of the year immediately following such conveyance, the annual assessment upon each Lot shall be the sum of \$ 25.00. Beginning January 1 of the year immediately following the conveyance of the first Lot to a Lot Owner other than the Developer, the maximum annual assessment may be increased or decreased as follows:

(a) Each year, on or before October 1, the Board of Directors of the Association shall estimate the total amount necessary to pay the costs of wages, materials, insurance, services and supplies, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board of Directors to be necessary for a reserve for contingencies and replacement, and shall on or before November 1, notify each Lot Owner in writing as to the amount of such estimate, with reasonable itemization thereof.

(b) Beginning, and from and after January 1 of the year immediately following the conveyance of the first Lot to a Lot Owner other than the Developer, the maximum annual assessment may be increased or decreased above or below the assessment for the preceding year by the Association's Board of Directors, effective January 1 of each year, without a vote of the membership, if required to meet the established cash requirements described in subpart (a) of this Section 4, provided that if an increase, such increase must be in conformance with the rise, if any, of the consumer price index (published by the Department of Labor, Washington, D.C., or if such index does not exist, then a similar index published by a department or division or service of the government of the United States of America shall be used) for the preceding month of October (or if an index is not published for such month of October, then the index published for that month in closest proximity to the month of October shall be used).

(c) Beginning, and from and after January 1st of the year immediately following the conveyance of the first Lot to an Owner other than the Developer, the maximum annual assessment may be increased above the assessment for the preceding year and above the increased assessment determined pursuant to subpart (b) of this Section 4, if required to meet the established cash requirements described in subpart (a) of this Section 4, by a vote of the members for the next succeeding one (1) year, and at the end of each such one (1) year period for each succeeding period of one (1) year, provided that any such change shall have the approval of sixty percent (60%) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than forty (40) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in

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whole or in part, the cost of any construction or reconstruction, or unexpected repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than forty (40) days in advance of the meeting setting forth the purpose of the meeting.

Section 6. Uniform Rate of Assessment. In all cases, the rate of assessment for all Lots must be fixed at a uniform rate. Assessments may be collected on a monthly basis, as the Board of Directors shall, in its sole and absolute discretion, determine appropriate. Assessments shall be due and payable at such times, and in such installments as the Association's Board of Directors shall determine.

Section 7. Quorum for Any Action Authorized Under Sections 4 and 5. At the first meeting called for a purpose provided in Sections 4 and 5 hereof, the presence at the meeting of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership 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 in Sections 4 and 5, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall apply to any Lots held by the Developer, or the assignees of any of its rights as Developer hereunder, for rental or lease purposes, commencing on the first day following the date when such Lots are first made available for rental or lease purposes, and shall continue thereafter until the Lot is conveyed by the Developer or such assignee. After conveyance, with respect to such Lots, and with respect to other Lots, the annual assessments provided for herein shall commence on the first day of the month following the original conveyance from the Developer or its assignee to a Lot Owner other than the Developer or an assignee of all or a portion of the Developer's rights as the Developer under the terms of the Declaration. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Association's Board of Directors shall fix the amount of the annual assessment against each Lot at least fifteen (15) days in advance of each annual assessment period, unless approval of the Association's membership is required as hereinabove provided for in this Declaration. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Association's Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the then current maximum rate being charged by Columbia, Missouri, banks to standard risk, individual borrowers (but in no event less than eight percent (8%)), and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10.. Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon any property subject to assessment; provided, however, that in the event of default in the payment of any obligation secured by such mortgage or deed of trust such subordination shall apply only to the assessments or

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installments thereof which shall become due and payable prior to the sale of such property pursuant to power of sale under such deed of trust, or prior to a conveyance to the mortgagee or holder of the deed of trust in lieu of foreclosure. Such sale or conveyance in lieu of foreclosure shall not relieve such property from liability for any assessments or installments thereof thereafter becoming due or from the lien of any such subsequent assessments or installments thereof thereafter becoming due.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area and Elements; (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Missouri; (d) the streets and roads; (e) lots held by the Developer before sale, other than those lots held for lease or rental purposes; provided, however, no land or improvements devoted to dwelling use shall be exempt from said assessments.

## ARTICLE VII

### RESERVE FOR REPLACEMENTS

In addition to those costs and expenses to be paid for and covered by the annual assessments provided for by the Declaration, the Association's Board of Directors shall establish and maintain a reserve fund from a portion of the annual assessments received from Lot Owners. Such funds shall be used for replacements of the Common Elements. Such funds shall be established by the allocation in monthly payments to the reserve fund of any amount to be designated from time to time by the Association's Board of Directors. If there are physical improvements located upon the Common Areas and Common Elements which could reasonably require substantial repair or replacement (and particularly if the "Dam" for the lake as shown by the Plat is ever conveyed to the Association, or made a part of the Common Area or Common Elements), then the Association's Board of Directors must establish a reserve fund by allocation in monthly payments to the reserve fund of any amount designated from time to time by the Association's Board of Directors, which shall not be less than four percent (4%) of the aggregate monthly installments on assessments levied pursuant to the provisions of the Declaration, or four percent (4%) of the aggregate annual installments on assessments levied pursuant to the provisions of the Declaration, whichever amount is the greater. Such funds shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the United States of America, or may in the discretion of the Association's Board of Directors, be invested in obligations of or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purpose of effecting the replacement of or a substantial repair of the Common Elements and equipment of the Development and for operating contingencies of a nonrecurring nature. The amounts required to be allocated to the reserve for replacement may be reduced below the four percent (4%) level provided for above, by appropriate resolution of the Board of Directors, only upon the accumulation in such reserve for replacements of a sum equal to one hundred percent (100%) of the full replacement value of those parts of the Common Elements which reasonably might require replacement (including the dam, if same is conveyed to the Association) as such full replacement value is determined by the Board of Directors; provided again, however, that such allocations to the reserve fund shall be renewed if the sum contained in the reserve fund subsequently becomes less than one hundred percent (100%) of a sum equal to the full replacement value of such parts of the Common Elements. The reserve for replacement shall be the property of the Association.

## ARTICLE VIII

### ARCHITECTURAL CONTROL

So long as Class B voting rights are in existence, no building, fence, wall or other structure shall be commenced, erected or maintained within any Lot or within the Common Area, other than those placed thereon by the Developer, or its assignees, and those, the plans of which have been approved by the Developer, and so long as

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Class B voting rights are in existence, no exterior addition to or change to or alteration shall be made on any structure or building or improvement located within a Lot or within the Common Areas until the plans and specifications showing the nature, kind, shape, height, materials and the location of same shall have been submitted to and approved in writing as to harmony of external design and location and relation to surrounding structures and topography by the Developer. After Class B voting rights have ceased to exist, no building, fence, wall or other structure shall be commenced or erected within any Lot or within the Common Area, and no exterior addition to or change to or alteration shall be made on any structure or building or improvement located within a Lot or within the Common Area until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of two (2) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In no event shall the Board of Directors of the Association, or its Architectural Control Committee approve any exterior addition to, or change to or alteration on any structure or building or improvement located within a Lot, or within the Common Areas, or the erection of any structure or improvement within the Lots or the Common Areas unless same is deemed to be in the best interest of the Association and the Development, and is deemed to be in harmony as to external design and location in relation to surrounding structures and topography, and is deemed to be of the same quality as the then existing structures located within the Lots. As hereinabove indicated, so long as Class B voting rights are in existence no building, fence, wall or other structure shall be commenced, erected or maintained within a Lot or within the Common Areas, other than those placed thereon, by the Developer or its assignees, and those, the plans and specifications for which, have been previously approved by the Developer. The Developer, in approving such plans and specifications, shall approve same only if, in its sole, absolute and unmitigated discretion deems same to be in the best interests of the Development, and only if it, in its sole and absolute and unmitigated discretion find that the plans and specifications show a structure (and exterior finishing therefor) which would be in harmony with respect to surrounding structures and topography, and which would be of at least the same quality as the then existing structures located within other Lots. In any event, in determining whether plans and specifications should be approved, either by the Developer or the Association's Board of Directors, these Restrictions on Use hereinafter set forth in this Declaration must be followed. No building, structure or improvement shall be placed upon the Common Area by any Lot Owner, and no real estate constituting a Common Area shall be altered in any way by any Lot Owner.

## ARTICLE IX

### MAINTENANCE

As hereinabove indicated, the Common Areas and Common Elements shall be maintained by the Association, at its expense. As also hereinabove indicated, the Association shall provide maintenance and repairs for, and cleaning for, and snow removal for any roads and streets not publicly maintained, which roads and streets shall be maintained as a part of the Common Area or Common Elements even though not owned by the Association. Maintenance of all Lots and of all improvements located thereon shall be the responsibility of the respective individual Lot Owners, and each individual Lot Owner shall maintain the improvements located upon his, her or their Lot in a clean, neat, safe and reasonably attractive condition. In the event an Owner of any Lot shall fail to so maintain the improvements located upon his, her or their Lot to such an extent that in the reasonable opinion of the Association's Board of Directors, the conditions require maintenance, repair or services for the purpose of protecting the public safety of residents in or visitor's to the Development, or to prevent or avoid damage to or destruction of any part, portion or aspect of the value of the Development, the Association shall have the right, through its Directors,

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agents and employees, and after approval of a majority of its Board of Directors, to enter upon said Lot and into the building located thereon, if necessary, and to maintain, repair and service the same. The cost of such maintenance, repair or service shall be added to and shall become a part of the assessment to which such Lot is subjected. This type of assessment shall be added to the annual assessments and charges provided for by the above terms and conditions of this Declaration, and shall be enforceable as a part of such annual assessments pursuant to the above terms and conditions of this Declaration, and shall be enforceable as part of such annual assessments pursuant to the above terms and conditions of this Declaration dealing with enforcement.

## ARTICLE X

### GRANTS AND RESERVATIONS OF EASEMENTS

Section 1. Easements for Repair, Maintenance and Restoration. The Association shall have a right of access and an easement to, over and through all of the Properties, including each Lot and the buildings and structures located thereon, for ingress and egress and all other purposes which enable the Association to perform its obligations, rights and duties with respect to maintenance, repair, restoration and/or servicing of the Common Elements and Common Areas and any improvements located on Lots which the Association is, under ARTICLE IX hereof entitled to maintain; provided that the exercise of this easement as it affects the individual Lots shall be at reasonable times and with reasonable notice to the individual Lot Owners in the absence of an emergency requiring immediate attention.

Section 2. Other Easements. All other easements, as shown by the Plat, whether public or private, shall exist as shown by the Plat.

## ARTICLE XI

### COMMON AREAS

Section 1. Members' Easements of Enjoyment. Every member of the Association, and the members of their families, and their designees and delegates and renters and lessees, shall have the right of ingress and egress and an easement of enjoyment in and to the Common Area and Common Elements and the facilities, improvements and recreational facilities located thereon and such easement shall be appurtenant to and shall pass with the title to every assessed Lot. Said right of ingress and egress and easement of enjoyment shall exist whether or not the Developer has conveyed title to the Common Area to the Association and shall be subject to the following provisions:

- (a) The right of the Association to limit the number of guests of members;
- (b) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property;
- (c) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a Member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;
- (d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided, however, should the property sought to be transferred be subject to the lien of any mortgage or deed of trust, no such transfer shall be made without first obtaining the written consent of the mortgagee or the beneficial owner of said deed of trust thereto. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast three-fourths (3/4) of the votes of the Class A membership and three-fourths (3/4) of the votes of the Class B membership, if any, has been recorded,

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agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than ten (10) days nor more than sixty (60) days in advance.

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

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

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

Section 4. Traffic Rules and Regulations. If any of the streets or roads contained within the Development are not subject to complete traffic rules, regulations and ordinances (including parking rules and regulations and speed limits) of a public authority, then the Association's Board of Directors shall have the power to establish such reasonable traffic and parking rules and regulations (including speed limits and restricted parking zones) as such Association's Board of Directors shall, from time to time, in its sole and absolute discretion, deem appropriate and required for the health, safety and well-being of the Lot Owners and other persons located within the Development. The Association shall establish sufficient fire lanes to insure adequate access to all buildings and Lots by fire, police and emergency vehicles and shall establish rules and regulations for maintaining such fire lanes at all times. The Association may enforce its traffic rules and regulations and the fire lane rules and regulations by fines or other enforcement procedures.

Section 5. Designation of Common Areas. As hereinabove indicated, the Developer may hereafter annex additional tracts or parcels of real estate to the Development and may make same subject to the jurisdiction of the Association. In so doing, the Developer may by the Plat designate certain lots, tracts or areas as Common Areas, and same shall become Common Area and shall be held and owned by the Home Owners Association, and maintained by the Home Owners Association as Common Areas. The Developer shall have total and complete discretion in the designating of Common Areas. In addition, the Developer may convey additional areas of real estate to the Association as Common Area, and such real estate shall be accepted by the Association as Common Area. In addition the Developer may, if it in its sole and absolute discretion, terminates it appropriate to do so, convey the "dam", for the lake contained upon Lot 90 of Cedar Lake Block 1, to the Association as Common Area and as a Common Element, if it, in its sole and absolute discretion, determines such a conveyance to be appropriate, in which event such dam shall become a Common Element, and shall be maintained by the Association as such. Any real estate conveyed by the Developer to the Association shall automatically, upon such conveyance, become Common Area, even though same may previously have been a Lot.

## ARTICLE XII

### USE RESTRICTIONS

The Lots and the buildings and structures located thereon shall be subject to the following restrictions on use and to the following provisions:

Section 1. Residential Use. Lots shall be used only for residential purposes.

Section 2. Dwelling Size. No dwelling shall be permitted on any Lot unless the ground floor area of the main floor structure, exclusive of open porches, patios and garages, shall not be less than twelve hundred fifty (1,250) square feet and no two story dwelling shall be permitted unless the ground floor area of the main floor structure, exclusive of open porches, patios and garages, shall not be less than eight hundred (800) square feet and said two story structure shall have a total of not less than fifteen hundred (1,500) square feet on the first and second story, and no tri-level or four-level house shall have less than twelve hundred fifty (1,250) square feet on two finished levels.

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Section 3. Building Lines. No building, garage or carport shall be located nearer to an interior lot line than ten (10) feet from said interior lot line. No building or other structure shall be located closer to the front lot line than the building line shown on the Plat of Cedar Lake Subdivision Part I.

Section 4. Nuisances. No illegal, noxious or offensive activities shall be carried on upon a Lot or upon the Common Areas nor shall anything done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 5. Additional Structures. No additional and/or accessory structure of any nature whatsoever shall be erected upon any Lot in addition to the basic building, patio and any other improvements originally provided by the Developer or other builder, or the Association, or any reasonably similar replacement thereof, or addition thereto, without the approval of the Developer, so long as Class B voting rights exist, or thereafter without the approval of the Association's Board of Directors or its architectural committee.

Section 6. Temporary Structures. No temporary structure, trailer, tent (other than a children's play tent) or shack shall at any time be located upon any Lot.

Section 7. Living Quarters. No temporary structure, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at anytime as a residence, either temporarily or permanently.

Section 8. Signs. No sign of any kind shall be displayed to the public view on any Lot, except one professional sign of not more than one (1) square foot; one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

Section 9. Exterior Wiring, Antennas or Installations. No exterior wiring or antennas shall be permitted on the exterior portion of any building or improvement situated upon any Lot except as may be erected by the Developer (or for so long as Class B voting rights exist, shall be approved in advance by the Developer, or after Class B voting rights have ceased to exist, shall have been approved by the Board of Directors of the Association or its Architectural Control Committee).

Section 10. Livestock, Poultry and Pets. No animals, livestock, poultry or pets of any kind shall be raised, bred or kept upon or in any portion of the Properties, except that dogs, cats and other normal household pets may be kept in and upon the Lots subject to the following provisions:

(a) Such dogs, cats or other normal household pets shall be kept in such a manner as not to become an annoyance or nuisance to owners of adjacent Lots or the neighborhood;

(b) Such pets may not be kept in or upon any Lot, temporarily or permanently, for any commercial purpose;

(c) Such pets shall not run loose on portions of the Properties other than the Lot in which kept;

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

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

Section 11. Trash, Storage, Disposal. No Lot shall be used or maintained as a dumping ground, and rubbish, trash, garbage or other waste shall be kept only in sanitary containers. No exterior incinerators shall be used. All trash, rubbish, garbage and other materials being thrown away or disposed of by Lot Owners or residents on the premises must be placed or contained in one or more sanitary trash containers. Trash cans or containers, are to be stored in concealed locations on Lots. Trash cans or containers, or trash bags, 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.

Section 12. Sewage Disposal Systems. No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of state and public health authorities, and is approved by the Developer during the existence of Class B voting rights, and thereafter by the Association's Board of Directors or its Architectural Committee. When a sewage disposal system is made available by Cedar Lake Sewer Company, or any other sewer company or any public or governmental body or authority, individual sewage systems shall be immediately and forthwith abandoned without necessity of compensation, and thereafter only the sewerage system made available by the said Cedar Lake Sewer Company, or such other sewer company, or such governmental or public authority shall be used.

Section 13. Open Fires. No open fires shall be permitted on the individual Lot premises, with the exception of outdoor grill-type fires used for the preparation of food to be consumed on the premises.

## ARTICLE XIII

### SALES OR DISTRIBUTION OF COMMON AREA

A sale, mortgaging or other disposition of all or any part of the Common Area shall not be valid unless given prior approval by a three-fourths (3/4) majority vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) days nor more than forty (40) days in advance of the meeting setting forth the purpose of the meeting, and unless given prior approval by mortgagees of all Lots subject to mortgages or deeds of trust. A disposition, so approved, shall be binding upon all Lot Owners.

## ARTICLE XIV

### RIGHTS OF FIRST MORTGAGEES

Notwithstanding anything to the contrary hereinabove set forth in this Declaration, if any Lot is subject to a first mortgage or a first mortgage deed of trust, then the following terms and conditions shall apply, to wit:

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

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

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

Section 4. Transfer of Common Area. The Association shall not encumber, apothecate, pledge, transfer, sell or otherwise subject the Common Area or Common Elements to liens or charges or transfer or disposition without the prior written approval of seventy-five percent (75%) of the holders of first mortgage deeds of trust or first mortgages upon the Lots.

Section 5. Other Charges. Neither the Association nor the Board of Directors shall make any change in the method of determining assessments, the architectural control provision, or the insurance requirements set forth in this Declaration without the prior written approval of the holders of seventy-five percent (75%) of the first mortgages or first mortgage deeds of trust upon the Lots.

## ARTICLE XV

### GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants, conditions, restrictions, easements, charges and liens of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lots subject to this Declaration, or the Developer, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than fifty percent (50%) of the Lot Owners has been recorded, which instrument provides for amending or terminating this Declaration, in whole or in part. During the first twenty (20) year period of this Declaration, it may be amended in whole or in part only by an instrument signed by the Owners of not less than fifty percent (50%) of the Lots. All amendments to this Declaration shall be recorded in Boone County, Missouri.

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

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

Martha E. Schach  
Notary Public Martha E. Schach

APPROVAL

\_\_\_\_\_, and it is hereby stated and agreed that this Declaration and the Plat described above are hereby approved and that above referenced Deeds of Trust shall be subject to this Declaration and such Plat the same as though this Declaration and such Plat had been recorded before such Deeds of Trust.

By Hazel H. Hickam  
Hazel H. Hickam

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ATB831

[illegible]

Edmond M. Brown  
Notary Public Edmond M. Brown

My commission expires: Oct 29, 1977