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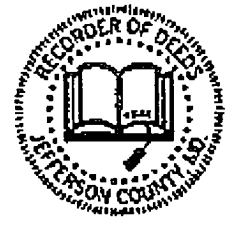
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- 1. **Title of Document:** Indenture of Trust and Restrictions for Tuscan Valley Estates
- 2. **Date of Document:** 6/19, 2017
- 3. **Grantor(s):** * CJM Investment, LLC
- 4. **Grantee(s):** Tuscan Valley Estates Homeowners Association
- 5. **Grantee's Mailing Address:** 5854 Crystal Tree Corners, St. Louis, Missouri 63128
- 6. **Legal Description:** See Exhibit A annexed to the document
- 7. **Reference(s) to Book and Page(s):** Plat Book ____ Page ____
2017 P 000062

Note: The terms "Grantor" and "Grantee" as used in this Cover Page are for recording and indexing purposes only. The instrument itself may refer to the parties by other designations.

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**INDENTURE OF TRUST AND RESTRICTIONS FOR ESTATES AT
TUSCAN VALLEY ESTATES, JEFFERSON COUNTY, MISSOURI**

THIS INDENTURE OF TRUST AND RESTRICTIONS FOR TUSCAN VALLEY ESTATES (the "Indenture"), made and entered into this 19 day of JUNE 2017 2017, by and between CJM INVESTMENT, LLC, a Missouri limited liability company, hereinafter referred to as "Grantor," and TUSCANVALLEY ESTATES HOMEOWNERS ASSOCIATION, a Missouri nonprofit corporation, hereinafter referred to as the "Association" or, for purposes of recording this Indenture in the Jefferson County Records, "Grantee." Grantor and the Association are herein sometimes collectively referred to as the "Parties" or individually as a "Party."

WITNESSETH THAT:

WHEREAS, Grantor is the owner of the real property located in Jefferson County, Missouri, described on Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Grantor, being the owner of the entire tract, may desire, from time to time, to encumber and dispose of parts thereof; and

WHEREAS, it is the purpose and intention of this Indenture to protect the Property against certain uses; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained (all of which are sometimes hereafter termed "restrictions") are jointly and severally for the benefit of all persons who may purchase, hold or reside upon the Property.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the Parties each to the other, the receipt and sufficiency of which are hereby acknowledged, the Parties COVENANT and AGREE to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, together with their heirs, successors or assigns, any portion of the Property, all as hereinafter set forth:

ARTICLE I.
DEFINITION OF TERMS

The following terms when used in this Indenture (unless the context requires otherwise) shall have the following meanings:

1. "Architectural Committee" is defined in Article IX of this Indenture.
2. "Association" shall mean and refer to the Tuscan Hills Estates Homeowners Association, a Missouri nonprofit corporation, its successors and assigns.

3. "Board" or "Directors" shall mean the Board of Directors of the Association, and "Director" shall mean any one of them.

4. "Common Ground" shall mean and refer to all real property and the improvements thereon owned by the Association and all easements, licenses and other rights held by the Association for the common use and enjoyment of all Owners including, without limitation, parks, open spaces, cul-de-sac islands, streets, paths, trails, walkways, storm water (including detention basins) and drainage facilities, retaining walls, subdivision entrance monuments, street lights, street signs and other such areas and facilities as may be shown on the Plat; provided, however, nothing hereinabove contained shall be deemed a representation that any of the enumerated facilities are or will be included in the Subdivision or that any such facilities will be constructed upon Common Ground.

5. "County" shall mean and refer to Jefferson County, Missouri.

6. "Grantor" shall mean and refer to CJM Investment, LLC, a Missouri limited liability company, its successors and assigns, including, but not limited to, any builder or developer who purchases vacant Lots or parcels of land constituting a portion of the Property for the purpose of building residences thereon for sale to third parties and any lender (and its successors and assigns) who succeeds to Grantor's rights under this Indenture.

7. "Indenture" shall mean and refer to this Indenture of Trust and Restrictions for Tuscan Hills Estates, Jefferson County, Missouri, as from time to time amended.

8. "Lots" shall mean and refer to Lots 1-58 as shown on the Plat, and "Lot" shall mean and refer to any one of them.

9. "Member" shall mean and refer to a member in the Association.

10. "Mortgage" shall mean and refer to a mortgage, deed of trust, deed to secure debt, or any other form of security instrument affecting title to any Lot. The term "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers but excluding those having such interests as security for the performance of an obligation and excluding Grantor.

12. "Person" shall mean and refer to a natural person, a corporation, a partnership, a trustee or any other legal entity.

13. "Plat" shall mean the Record Plat of the Subdivision as recorded in Plat Book _____ Page _____ of the Jefferson County Records. *2017-00002*

14. "Prime Rate" shall mean for any day, the highest rate from time to time reported in the Money Rates column or any successor column of The Wall Street Journal (the "Journal"), currently defined as being the base rate on corporate loans posted by at least seventy-five percent (75%) of the nation's thirty (30) largest banks, even if such rate was never actually charged by such bank. In the event the Journal publishes more than one rate, the highest of such rates shall

be the "Prime Rate," or if the Journal publishes a retraction or correction of the rate, the new rate shall be the "Prime Rate." In the event the Journal ceases publishing the Prime Rate, the "Prime Rate" shall mean the from time-to-time publicly announced floating prime rate of interest charged by Bank of America, N.A., St. Louis, Missouri, or its successors.

15. "Property" shall mean and refer to the real property described on Exhibit A attached hereto and incorporated herein by reference.

16. "Subdivision" shall mean and refer to Tuscan Hills Estates, a subdivision in Jefferson County, Missouri, as per the Plat.

ARTICLE II.
DURATION OF TRUST

The trust created under this Indenture shall continue until such time as the Plat may be vacated by the County or its successors, after which period of time fee simple title to the Common Ground shall vest in the then record Owners of the Lots, as tenants in common; provided, however, that all of the rights, powers and authority conferred upon the Association shall continue to be possessed by the Association. The rights of said tenants in common shall only be appurtenant to and in conjunction with their ownership of Lots in the Subdivision, and any conveyance or change of ownership of any Lot shall carry with it ownership in Common Ground so that none of the Owners of Lots and none of the owners of the Common Ground shall have such rights of ownership as to permit them to convey their interest in the Common Ground except as is incident to the ownership of a Lot, and any sale of any Lot shall, without specifically mentioning it, carry with it all the incidents of ownership of the Common Ground.

ARTICLE III.
RESERVATION OF EXPENDITURES

Grantor reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided for sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees or other fees, charges and expenses incurred with respect to the Property.

ARTICLE IV.
THE ASSOCIATION AND ITS MEMBERS

1. Function of Association. The Association is responsible for enforcement of this Indenture.

2. Membership. Every Owner shall be a Member of the Association. There shall be only one membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Article IV, Section 3 of this Indenture, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer,

director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3. Voting. The members shall have one equal vote for each Lot in which they hold the interest required for membership under Article IV, Section 2 of this Indenture, except that there shall be only one vote per Lot. No vote shall be exercised for any property which is exempt from assessment under Article X, Section 7 of this Indenture.

ARTICLE V.

DESIGNATION AND SELECTION OF DIRECTORS AND MEETINGS OF MEMBERS

1. Original Directors. Initially, the Board of Directors of the Association shall consist of three (3) members. The original Directors shall be Rob J. Lawless, Clayton N. Francois and T. Michael Lawless, who shall serve in such capacity until their successors are elected or appointed as hereinafter provided. Should an original Director or a successor Director appointed by Grantor resign other than as required by Section 2 of this Article V, refuse to act, become disabled or die, Grantor shall have the power to appoint a successor Director who shall serve until his successor is elected or appointed.

2. Successor Directors. The original Directors or their successors appointed pursuant to Article V, Section 1 of this Indenture shall serve until ninety (90) days after Grantor has sold and conveyed to Owners title to _____ percent (____%) of the Lots, whereupon Grantor shall cause the resignation of the original Directors then serving hereunder, and the Members shall elect three (3) successor Directors, one (1) of which shall be elected to serve for one (1) year, one (1) of which shall be elected to serve for two (2) years, and one (1) of which shall be elected to serve for three (3) years from the date of election (the first annual meeting of the Members to be held under Section 8 of this Article shall be held within one year from the date of such election). Thereafter, all successor Directors elected by the Members shall be elected for terms of three (3) years.

3. Manner of Conducting Elections. All elections by Members shall be held at the annual meetings to be held pursuant to Section 8 of this Article V, and shall be preceded by notice signed by the Directors then in office, or should there be no Directors then in office, then by three (3) Members, sent by mail to or personally served upon all Members at least fifteen (15) days before the date fixed for the meeting to be held for the purpose of electing Directors. The notice shall specify the time and place of meeting, which shall be in the County. At such meeting or at any adjournment thereof, the majority of the Members attending such meeting in person or by proxy shall have the power to elect such Directors, who shall serve until their successors have been duly appointed or elected and qualified. At such meeting, each Member, whether attending in person or by proxy, shall be entitled to one (1) vote, which, when the Member constitutes more than one person or entity, shall be cast as they among them shall determine; in no event shall more than one (1) vote be cast with respect to any Lot.

4. Qualification of Directors.

(a) Any Director elected under the provisions of this Article shall be an Owner, or an officer or agent of a corporate Owner, and if such Owner sells his or her Lot or resigns, refuses

to act, becomes disabled or dies, the remaining Director(s) shall appoint an Owner to act as the successor for the unexpired term. Where the provisions of this instrument cannot be fulfilled by reason of unfilled vacancies among the Directors, the County Council shall, upon petition of any concerned resident or Owner, appoint one or more Directors to fill the vacancies until such time as Directors are elected or selected in the manner provided in this Indenture. Any person so appointed who is not an Owner within the Subdivision shall be allowed a reasonable fee for his/her services by the order of appointment, which fee shall be levied as a special assessment against the Lots and shall not be subject to any limitations on special assessments contained in this Indenture or elsewhere.

(b) Prior to each election of Directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each eligible person who has a bona-fide interest in serving as a Director may file as a candidate for any position to be filled by the Members. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of Directors in a fair, efficient and cost-effective manner. Nominations also may be permitted from the floor.

Nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of three or more Members or representatives of Members. Members of the Nominating Committee shall be appointed not less than thirty (30) days prior to each election, and shall serve until their successors are appointed, which such appointment shall be announced in the notice of each election.

The Nominating Committee may make as many nominations for election to the Board as it shall, in its discretion, determine.

Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

5. Election Procedures. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

6. Removal of Directors.

(a) Any Director elected by the Members may be removed, with or without cause, by the vote of a majority of the votes entitled to be cast for the election of such Director. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Director, a successor shall be elected by the Members to fill the vacancy for the remainder of the term of such Director.

(b) Any Director elected by the Members who has three (3) consecutive unexcused absences from Board meetings, or who is more than thirty (30) days delinquent (or is the representative of a Member who is so delinquent) in the payment of any assessment or other charge due the Association, may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy for the remainder of the term.

(c) In the event of the death, disability, or resignation of a Director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members may elect a successor for the remainder of the term.

(d) This Section shall not apply to Directors appointed by Grantor. Grantor shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a Director appointed by Grantor.

7. Annual Meetings. The first meeting of the Members of the Association shall be held within one year after the date of the election to be conducted pursuant to Section 2 of this Article V. Subsequent regular annual meetings shall be set by the Board to occur during the same quarter of the Association's fiscal year as that in which the first such election occurred on a date and at a time set by the Board.

8. Special Meetings. Special meetings of the Members may be called by the President, and shall be called by the President or Secretary if so directed by resolution of the Board or upon written request by no less than ten percent (10%) of the Members.

9. Notice of Meetings.

(a) Written or printed notice stating the time and place of any meeting of the Members shall be delivered either personally or by mail to each Member not less than fifteen (15) nor more than fifty (50) days before the date of such meeting. In addition, in the case of a special meeting, the notice shall state the purpose or purposes for which the meeting is called; no business shall be transacted at a special meeting except as stated in the notice.

(b) If mailed, notice shall be deemed delivered when deposited with the United States Postal Service, postage prepaid, addressed to the Member at his or her address as it appears on the Association's records.

(c) Any Member may waive, in writing, notice of any meeting of the Members, either before or after such meeting, and waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Attendance at a meeting by a Member shall be deemed a waiver of notice unless such Member attends for the limited and specific purpose of objecting to lack of proper notice.

10. Quorum.

(a) The presence of Members representing thirty percent (30%) of the total votes in the Association shall constitute a quorum at all Association meetings.

(b) If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. Notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

(c) Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

11. Voting and Proxies.

(a) The voting rights of the Members shall be as set forth in this Indenture. When a quorum is present at any duly called meeting, a majority of the votes cast shall decide any question brought before the meeting, unless the question is one which, by express provision of the Missouri Nonprofit Corporation Act (the "Act") or this Indenture, requires a different vote, in which case such express provision shall govern and control the decision of such question.

(b) Members may vote in person or by proxy. On any matter as to which a Member is entitled personally to cast the vote for his or her Lot, such vote may be cast in person or by proxy, subject to the limitations of the Act relating to the use of general proxies and subject to any specific provision to the contrary in this Indenture.

(c) Every proxy shall be in writing specifying the Lot for which it is given, signed by the Member or his or her duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

(d) Every proxy shall be revocable and shall automatically cease upon: (a) conveyance of any Lot for which it was given; (b) receipt by the Secretary of a written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person; or (c) eleven (11) months from the date of the proxy, unless a shorter period is specified in the proxy.

12. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association. Such consents shall be filed with the minutes of the Association, and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice summarizing the material features of the authorized action to all Members entitled to vote who did not give their written consent.

ARTICLE VI
ASSOCIATION'S DUTIES AND POWERS

The Association, acting by and through the Directors, shall have the rights, powers, duties and authorities described throughout this Indenture, and, without limiting the generality of any thereof, the following rights, powers, duties and authorities:

1. Acquisition, Disposition, Etc. of Common Ground. To acquire, receive, hold, convey, dispose of and administer the Common Ground in trust and in accordance with and pursuant to the provisions of this Indenture, and to otherwise deal with the Common Ground as hereinafter set forth. Without limiting the generality of the foregoing, during the period in which Grantor retains the right to amend this Indenture, upon request of Grantor, the Directors shall cooperate with Grantor in its development of the Subdivision, and to facilitate such development, shall have the right, in their discretion, to adjust and reconfigure the Common Ground; to convey and exchange portions of the Common Ground to Grantor and the from time to time Owners of adjoining Lots; and to grant Grantor and the from time to time Owners of adjoining Lots easements over the Common Ground for appurtenances (including, but not limited to, patios, decks, driveways, sidewalks and retaining walls) to their Lots. The provisions of this Article VI, Section 1, shall not be amended, modified or deleted without the prior written consent of Grantor.

2. Maintenance and Control of Common Ground. To exercise control over the Common Ground as is necessary to maintain, repair, rebuild, supervise and assure the proper use thereof for and by residents of the Subdivision, including, without limitation, the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over the Common Ground, streets, sidewalks, sewers, pipes, poles, wires and other facilities and public utilities for services to the Lots; to establish rules and regulations for the usage of the Common Ground; to pay real estate taxes and assessments on the Common Ground out of the general assessment hereinafter authorized; to maintain and improve the Common Ground with shrubbery, vegetation, decorations, structures, and any and all other types of facilities in the interest of the health, welfare, safety, morals, recreation, entertainment, education, and general use of the Owners, all in conformity with applicable laws and ordinances.

3. Dedication. To dedicate to public use any private streets constructed or to be constructed in the Property whenever such dedication would be accepted by a public agency.

4. Easements. To grant easements for public streets, sewers, utilities and cable television on and over the Common Ground. The Association shall also have authority, in the Directors' discretion, to grant Grantor and the Owners easements to install and maintain retaining walls and other improvements on the Common Ground. Notwithstanding anything contained in this Indenture to the contrary, if required in connection with Grantor's or its successors' or assigns' development of the Property or any property annexed into the Subdivision as provided in Article XII, Section 3(b) of this Indenture, the Association shall grant Grantor, the County, **[LIST APPLICABLE UTILITIES]** and all other public utility providers and their respective successors and assigns, the perpetual right and easement to enter the Common Ground at any time and from time to time to erect, install, maintain, repair, rebuild and operate water, sewer, gas, telephone, power, cable television and fiber optics pipes, lines, poles and conduits including

the right to clear the right-of-way for such pipes, lines, poles and conduits, and to keep it clear of brush and trees. The provisions of this Article VI, Section 4, shall not be amended, modified or deleted without the prior written consent of Grantor.

5. Enforcement. To prevent any infringement and to compel the performance of any restriction set out in this Indenture or established by law. The power and authority herein granted to the Association is intended to be discretionary and not mandatory, and shall not restrict the right of any Owner to proceed in his own behalf. Without limiting the generality of the foregoing, the Board may impose sanctions for violation of this Indenture including, without limitation, the following:

(i) imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot;

(ii) suspending an Owner's right to vote;

(iii) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(iv) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations), or taking action to abate any violation of this Indenture in a non-emergency situation;

(v) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Lot in violation of this Indenture and to restore the Lot to its previous condition, and upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the Lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass; and

(vi) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

All remedies set forth in this Indenture shall be cumulative of any remedies available at law or in equity. In any action to enforce this Indenture, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, reasonable attorneys' fees and court costs, reasonably incurred in such action.

The decision to pursue enforcement in any particular case shall be left to the Board's discretion. A decision not to enforce shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

The Association, by contract or other agreement, may permit the County to enforce ordinances within the Property for the benefit of the Association and its Members.

6. Vacant and Neglected Lots. To clean up rubbish and debris and remove grass and weeds from and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers

upon any vacant or neglected Lots or parcels of land in the Subdivision, and to charge the Owners thereof with the expenses so incurred. In exercising their authority under this Article VI Section 6, neither the Association nor the Directors or their respective agents or employees shall be deemed guilty or liable for trespass or for any damage or injury occasioned by or in the course of any such abatement, removal or planting.

7. Plans and Specifications. As more specifically provided in Article IX hereof, to consider, approve or reject any and all plans and specifications for any and all buildings or structures and additions or exterior renovations thereto, satellite dishes and other improvements proposed for construction, erection or installation on any Lot. In acting hereunder, the Directors shall consider and apply the limitations and parameters established in this Indenture and shall otherwise use their discretion in determining what is best for the Subdivision as a whole, and in no event shall a decision to allow or disallow any item constitute precedent for any future request or a reversal of any past request.

8. Deposits. To require a reasonable deposit in connection with the erection of any building or other structure or improvement approved in accordance with the provisions of this Indenture to assure that, upon completion of the project, all debris is removed from the site and adjacent Lots and parcels and all damage to the streets and other subdivision improvements is repaired.

9. Insurance. To purchase and maintain in force such insurance as the Directors may deem appropriate, including, but not limited to, property insurance and liability insurance protecting the Directors and the Owners from any and all claims for personal injuries and property damage arising from use of the Common Area and the Common Property and facilities and worker's compensation insurance.

10. Employment. In exercising the rights, powers and privileges granted and in discharging the duties imposed upon the Association by the provisions of the Declaration and this Indenture, from time to time to enter into contracts, employ agents, servants and labor as they may deem necessary or advisable, and to defend suits brought against the Association or the Directors, individually or collectively, in their capacity as directors of the Association.

11. Condemnation. In the event it shall become necessary for any public agency to acquire all or any part of the Common Ground for a public purpose, the Directors are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary to that purpose. Should acquisition by eminent domain become necessary, only the Association need be made a party, and any proceeds received shall be held by the Association for the benefit of those entitled to the use of said Common Ground.

12. Variances. To grant variances from the provisions of this Indenture where, in the sole discretion of the Directors, due cause therefor is demonstrated by an Owner.

13. Indemnification of Officers, Directors and Others.

(a) Subject to the indemnification provisions in Chapter 355 of Mo. Rev. Stat., as may be amended, the Association shall indemnify every officer, director and committee member against all damages and expenses, including attorneys' fees, reasonably incurred in connection

with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and Missouri law.

(b) The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association).

(c) The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

ARTICLE VII. EASEMENTS

1. Association's Easements.

(a) Without limiting the generality of any other provision of this Indenture, the Property shall be subject to a perpetual easement in gross in favor of the Association for ingress and egress to perform its obligations and duties as required by this Indenture.

(b) All easements and rights herein established for the benefit of the Association shall run with title to the Property and be binding on the from time to time Owners, purchasers, mortgagees and all other persons having an interest in any Lot, whether or not such easements are mentioned or described in any deed of conveyance.

2. Owners' Easements. Each Owner is hereby granted a perpetual easement, running with the ownership of his Lot, to use and occupy the balcony, terrace, patio, deck, sidewalks, driveway, garage and retaining wall(s), if any, as originally constructed upon such Lot by Grantor should there be any encroachment on any other Lot. Although this provision is intended primarily to pertain to overhanging gutters, eaves and similar items of construction, it shall nevertheless be construed broadly to include all forms of overhangs and construction. All easements and rights herein established shall run with the land and inure to the benefit of and be binding upon Grantor and any Owner, purchaser, mortgagee or other person having an interest in any portion of the Property, whether or not such easements are mentioned or described in any deed of conveyance.

3. Utility Easements. In addition to all other easements established in this Indenture or on the Plat, easements are hereby established in favor of the Association, the Owners and the applicable utility companies to construct, reconstruct, repair, replace and maintain any sanitary

or storm sewers, water, electric, gas, cable television or telephone lines or connections, and to enter upon the Lots to repair, replace and generally maintain said connections. Notwithstanding any other provision of this Indenture, if the Directors deem the repair, replacement or maintenance of any such connection to be an emergency, the Directors shall have the right in their discretion to repair, replace or maintain such connection and assess the cost thereof against the Owners of the Lots served thereby, and each Owner covenants to pay any such assessment upon demand. If not paid when due, such assessment shall be and become a continuing lien on the benefitted Lot and the personal obligation of the Owner, and shall be subject to collection in the manner set forth in Article X hereof.

4. Easement to Inspect and Right to Correct. Grantor reserves for itself and others it may designate the right to inspect, monitor, test, redesign and correct any structure, improvement or condition which may exist on any portion of the Property, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot or parcel of the Property shall be only after reasonable notice to the Owner. The person exercising this easement shall promptly repair, at such person's own expense, any damage resulting from such exercise. Further, without limiting the generality of the foregoing, Grantor reserves the right to periodically enter upon the Common Ground to inspect the maintenance and upkeep of the Common Ground, including building exteriors, common mechanical systems, common structural items, landscaping, irrigation systems and common area amenities that may have been constructed by Grantor. Grantor will schedule and coordinate its review of the Common Ground through the president of the Board. During the inspection, Grantor will review and, if appropriate, make recommendations to the Association relating to the repair, maintenance and upkeep of the Common Ground. Grantor may also, if it so chooses, make repairs or take other corrective action with respect to repair or maintenance items that it identifies during the review.

ARTICLE VIII.
SEWERS AND DRAINAGE FACILITIES

1. Association's Responsibility – Detention Structures and Pipes. Unless and until accepted for public use and maintenance, the detention structures and all storm sewer pipes in the Subdivision shall be and remain private, and without limiting the generality of any other provision of the Declaration or this Indenture, the Association shall be responsible for the maintenance, repair and replacement of all such storm sewers, detention basins and other drainage facilities located in the Subdivision

2. Owner's Responsibility. Each Owner shall be responsible for the maintenance, repair and replacement of the lateral sewer line or lines and any appurtenances thereto servicing such Owner's Lot.

ARTICLE IX.
ARCHITECTURAL AND ENVIRONMENTAL CONTROL

From and after such time as a Lot becomes subject to assessment as provided in Article X of this Indenture, no building, deck, patio, outbuilding or other structure or improvement of any kind shall be commenced, erected or maintained on such Lot, nor shall any exterior addition,

removal, change or alteration (structural or nonstructural) in any improvement on such Lot be made, nor shall any tree with a three inch (3") or greater caliper be removed, nor shall the grade or slope of any Lot be changed, nor shall any item, apparatus or device be attached to or the color or other exterior appearance of any structure upon any such Lot be changed until the plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location and configuration of the same shall have been submitted to and approved in writing by the Directors or, if appointed by the Directors in their sole discretion, an Architectural Committee composed of three (3) or more representatives [reference herein to "Architectural Committee," shall refer either to the aforesaid committee, if appointed and constituted, or to the Directors, whichever happens to be acting at the time]. Each application for review shall include plans and specifications showing site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable, and such other information as the Architectural Committee may reasonably require. In reviewing each submission, the Architectural Committee may consider any factors it deems relevant, including, without limitation, harmony of external design with surrounding structures and environment.

The Architectural Committee shall make a determination on each application within sixty (60) days after receipt of a completed application and all required information, and may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. In the event that the Architectural Committee fails to respond within the period specified above, approval shall be deemed given. Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

If construction does not commence on a project for which Plans have been approved within one year after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Architectural Committee grants an extension in writing, which it shall not be obligated to do. If approved work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Association, Grantor or any aggrieved Owner.

The Architectural Committee may, by resolution, require all applications to be filed in a specified manner to a designated address, and unless observed, the application shall not be deemed to have been received. Further, the Architectural Committee may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

Approval of applications or plans, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Village; they do not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the Architectural Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property owners.

Neither Grantor, the Association, the Board, the Architectural Committee or any other committee or member of any of the foregoing shall be held liable for soil conditions, drainage or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot. The Architectural Committee is authorized where it deems appropriate to charge a review fee for any submission to defray the costs of reviews it conducts or authorizes.

ARTICLE X. ASSESSMENTS

1. General. Grantor, for each Lot within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay annual and special assessments, if any, from time to time fixed, levied and assessed in accordance with the provisions of this Indenture. The annual and special assessments levied hereunder together with interest thereon and costs of collection thereof shall be a charge on and continuing lien upon the Lot against which assessed. Each such assessment, together with interest thereon and cost of collection thereof, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due. The annual assessment shall be \$400.

2. Purpose. The assessments levied under this Article shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision, and in particular, for the rendering of services in the furtherance of such purposes including, but not limited to, the carrying out of all functions herein authorized.

3. Annual Assessments.

(a) By November 1st of each year, or as soon thereafter as reasonably practicable, the Directors shall estimate the total amount necessary to pay wages and for materials, insurance, water, sewer charges, services and supplies which they anticipate will be required in the performance of their duties under this Indenture during the ensuing calendar year together with an amount which they consider necessary as a reasonable reserve for any future needs and contingencies. On or about December 1st of each year, or as soon thereafter as reasonably practicable, the Directors shall notify the Owner of each Lot in writing as to the amount of such estimate, which shall then be uniformly assessed against the Owners of all Lots. Each annual assessment shall be levied prior to or during the year for which it is levied, and notice thereof

shall be given as provided in Section 3(c) of this Article X. Each annual assessment shall be due on the date which is thirty (30) days after the date of such notice, and shall become delinquent if not paid within thirty (30) days following such due date.

(b) In the event the Directors shall at any time during the year determine that their estimate under Paragraph (a) of this Section 3 is insufficient to meet current operating expenses, the Directors may revise the Association's budget for the balance of the calendar year to such an amount as is actually necessary to pay such maintenance expenses and to fund a reserve, and within fifteen (15) days thereafter, shall notify the Owner of each Lot in writing in the manner provided in Section 3(c) of this Article X as to the amount of the revised budget, which shall be uniformly assessed against the Owners of each Lot. The revised assessment shall be due on the date which is thirty (30) days after the date of such notice, and shall become delinquent if not paid within thirty (30) days following such due date.

(c) Notice of each levy under this Article X, Section 3, shall be given by first class mail addressed to the last known or usual post office address of each Owner and deposited with the United States Postal Service, postage prepaid, or by posting of a notice of the assessment upon the Lot against which it applies.

4. Special Assessments. If other than as provided in Section 3(b) of this Article X, the Directors at any time consider it necessary to make any expenditure requiring an assessment additional to the annual assessment, they shall submit a written outline of the contemplated project and the amount of the assessment required to the then Lot Owners. If such assessment is approved either by a majority of the votes cast in person and by proxy at a meeting of the Owners called by the Directors, or on written consent of a majority of the total votes entitled to vote thereon, the Directors shall notify all Owners of the additional assessment; PROVIDED, HOWEVER, that in determining such required majority, only those Owners who have paid all assessments theretofore made shall be entitled to vote. Notice of any special assessment hereunder shall be given in the same manner as notices of annual assessments are given, with such assessment becoming delinquent thirty (30) days after the date of such notice.

5. Prorations. Should a Lot become subject to assessments after January 1 in any year, and should an annual or special assessment have been levied for that year, then such assessment shall be adjusted so that such Lot shall be charged with a portion of the assessment prorated for the balance of that year.

6. Interest and Liens. All assessments shall bear interest at the rate of one percent (1%) over the Prime Rate from the date of delinquency, and such assessment, together with interest and costs of collection, shall constitute a lien upon the Lot against which assessed until fully paid. As an assessment becomes delinquent, the Directors may execute and acknowledge and record an instrument in the County Records reciting the levy, and thereafter institute any appropriate legal action to enforce such lien. Should an Owner pay an assessment after notice is recorded, the Directors shall execute and record (at the expense of the Owner) a release of such lien.

The lien of the assessments provided for herein shall be subordinate to the lien of any institutional (bank, savings and loan association, pension or retirement fund, insurance company

or federally insured mortgage) first Mortgage now or hereafter placed upon any Lot with respect to which assessments have become due and payable prior to a sale or transfer of such Lot pursuant to foreclosure or transfer in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

7. Exemptions. The following properties shall be exempt from the assessments, charges and liens created herein:

(a) All properties exempted from taxation under the laws of the State of Missouri; and

(b) All Lots owned by Grantor until occupied for residential purposes or until title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sales in bulk or at wholesale to others for development or resale). No Lot devoted to residential use shall be exempt from assessment hereunder.

8. Keeping of Funds. The Association shall deposit its funds in a bank protected by the Federal Deposit Insurance Corporation, the treasurer being bonded for the proper performance of his duties in an amount fixed by the Directors.

9. Ordinance Compliance. Notwithstanding any other conditions herein, the Association shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations of the County including, but not limited to, maintenance and operation of street lights, easements and roadways (except for those easements and roadways as are dedicated to public bodies or agencies), and for such purposes shall not be limited to the maximum assessment provided for herein.

10. Change of Ownership. Upon the conveyance of any Lot other than a conveyance by Grantor, the conveying Owner or grantee of such Lot shall give the Association written notice of such conveyance and pay the Association a One Hundred and 00/100 Dollar (\$100.00) transfer and administrative fee to cover the Association's expenses resulting from such change in ownership. Until paid, the transfer fee due hereunder shall constitute a lien on the transferred Lot, and shall bear interest and be subject to collection as provided in Section 6 of this Article X.

11. Capitalization. Upon acquisition of record title to a Lot by the first Owner thereof other than a Grantor, a contribution shall be made by or on behalf of such Owner to the working capital of the Association in an amount equal to twice the annual amount payable with respect to such Owner's Lot under Section 3 of this Article X. The amount to be contributed pursuant to this Section shall be in addition to, not in lieu of, the annual Assessment, and shall not be considered an advance payment of such assessment.

ARTICLE XI RESTRICTIONS

In addition to any limitations and restrictions imposed by the Declaration and by other provisions of this Indenture, the following restrictions are imposed upon and against the Property and each Lot now or hereafter existing therein:

1. Building Use. No building or structure shall, without the approval of the Directors, be used for a purpose other than that for which the building or structure was originally designed.

2. Building Location. No building or structure shall be located on any Lot nearer to the street(s) upon which such Lot fronts or by which such lot is bordered or the side or rear lot lines than the front building line or side or rear set-back lines shown on the Plat.

3. Resubdivision. No Lot shall be resubdivided nor shall a fractional part of any Lot be sold nor shall any Lots be consolidated without the consent of the Directors, which consent shall not be unreasonably withheld. In the event either of the foregoing is approved, the assessment attributable to the Lot so subdivided shall be pro-rated between the resulting Lots, and the Lots so consolidated shall remain subject to the assessments attributable thereto prior to such consolidation.

4. Commercial Use. Except for the promotional activities conducted by Grantor in connection with the development of the Property and the marketing and sale of residences therein and the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances, no commercial activities of any kind shall be conducted on any Lot.

5. Nuisances. No loud, noxious or offensive activity shall be carried on upon any Lot or the Common Ground in the Subdivision, nor shall anything be done thereon or therein that may be or become a nuisance or annoyance to the neighborhood. Without limiting the generality of the foregoing:

(i) no motorized vehicles including, but not limited to, cars, go-carts, trailers, recreational vehicles (RVs), sleds, snow mobiles, trucks, vans, all-terrain vehicles (ATVs), motorcycles, dirt bikes, minibikes, tractors, truck-tractors, campers or house trailers shall be operated, driven, ridden, parked, stored or otherwise placed on, in or about the Common Ground;

(ii) no exterior lighting shall be directed outside the boundaries of a Lot or other parcel;

(iii) no trash, leaves, debris or other materials shall be burned on any Lot or within the Common Ground;

(iv) except alarm devices used exclusively for security purposes, no radio, loudspeaker, horn, whistle, bell or other sound device shall be used or discharged at a volume audible to occupants of other Lots;

(v) no firecrackers or other fireworks shall be used or discharged in the Subdivision;

(vi) no grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances shall be dumped in any drainage ditch, stream, pond, lake or elsewhere within the Property;

(vii) no wildlife shall be captured, trapped or killed within the Subdivision; and

(viii) no activities which materially disturb or destroy the vegetation, wildlife, wetlands or air quality within the Property or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution shall be conducted in the Subdivision.

6. Maintenance. Each Owner shall maintain and keep his Lot in good order and repair, and shall do nothing which would be in violation of law. Trash, rubbish, toys (including portable basketball goals), tools, cases, crates or any discarded items shall not be left in the front or back yard of any Lot overnight, and no exterior front yard appurtenances, sculptures or bird baths, free-standing basketball standards or similar personal property items shall be placed in the front yard of any Lot.

7. Obstructions. There shall be no obstruction of any portion of the Common Ground or any storage or construction or planting thereon by an Owner. No clothes, laundry or other articles or equipment shall be placed, hung, exposed or stored on any portion of the Common Ground or on any Lot or on the exterior of any building.

8. Animals. No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept on the Property, except that no more than two dogs, cats, or other household pets (except house pets with vicious propensities) may be kept or maintained on any Lot, provided that such pets are not kept for any commercial purpose and are at all times leashed and no "runs" or other outside structures are erected or installed therefor. The keeping of any pet which by reason of its noisiness or other factor is a nuisance (as determined by the Directors in their sole judgment) or annoyance to the neighborhood is prohibited.

9. Trucks, Boats, Etc. Except during periods of approved construction, no buses, trucks (other than vans and pick-up trucks not exceeding 3/4 ton) or commercial vehicles (as hereinafter defined), boats, motorcycles, recreational vehicles, campers, house trailers, boat trailers or trailers of any other description, or motor vehicles of any kind whatsoever that are unable to move under their own power, shall be permitted to be parked or stored on any Lot unless parked or stored in an enclosed garage. Further, no motor vehicle or equipment shall be repaired or otherwise serviced in front of or adjacent to any residence in the Subdivision. As used herein, "commercial vehicle" shall mean a motor vehicle designed or regularly used for carrying freight and merchandise or more than eight (8) passengers.

10. Vehicular Sight Lines. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no live tree shall be removed without the approval of the Directors.

11. Out Buildings and Installations. No structure of a temporary character, trailer, tent, shack, garage, metal or wooden shed, barn or other out building shall be installed, constructed or maintained on any Lot at any time.

12. Signs. Other than a "for sale" sign which is no larger than 18" by 24", no signs, advertisements, billboards or advertising structures of any kind may be erected, maintained or

displayed on any Lot; provided, however, that nothing herein shall prohibit signs erected or displayed by Grantor in connection with the development of the Subdivision and the marketing and sale of residences therein.

13. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are established in this Indenture and are or will be reserved as shown on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

14. Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or portion of the Property. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or portion of the Property.

15. Cul-De-Sac, Etc. No above-ground structure, other than street lights and fire hydrants, may be erected upon a cul-de-sac island, divided street entry island, or median strip.

16. Fences. No fencing or screening of any kind shall be erected or maintained on any Lot without the prior written consent of the Architectural Control Committee and unless in strict compliance with the following standards and requirements, to-wit:

(i) Other than as expressly permitted by the provisions of this Section 16, the maximum height for full perimeter fencing shall be forty-eight inches (48”).

(ii) Fencing shall only enclose the rear yards of any Lot. Rear yard fencing shall be full perimeter, and no fencing shall be erected or maintained on any Lot between the rear corner of the residence constructed upon such Lot and the street upon which such Lot fronts. Except under extraordinary circumstances (as defined below), fencing must start at the rear corners of the residence and must be within four inches (4”) of the lot lines and lot corners. With respect to corner lots, fencing along the side or the rear yard facing the street shall not be placed any nearer to said street than four inches (4”) of the building line limit established by the Plat(s).

As used in this, paragraph (ii), the term “extraordinary circumstances” shall include the necessity to protect “green space,” avoiding the destruction of a tree canopy, a severe or extreme rear yard slope, or in certain instances determined by the Architectural Control Committee, the interference by utility structures. When an extraordinary circumstance exists, with prior written consent of the Architectural Control Committee, fencing may be set beyond four inches (4”) of the lot lines and lot corners; provided, however, prior to providing its consent, the Architectural Control Committee may, in its discretion, require the written approval of all adjoining Lot Owners for the fence variance. In those instances where written consent is given, the Lot Owner shall continue to maintain that portion of such Owner’s Lot that is located outside the fence, and the Owner’s failure to do so on more than three (3) occasions (as determined by the Board serving notice of such failure on the Owner) shall be considered revocation of the variance

whereupon the fence shall be deemed in violation of this Indenture and removed or brought into strict compliance within sixty (60) days after receipt of notice from the Board.

(iii) All fencing shall be of either aluminum, steel, maintenance free vinyl or wrought iron materials. **[TO BE DISCUSSED]** Under no circumstance will “chain link” fencing be considered acceptable, regardless of material composition or design.

(iv) All fence posts shall be anchored in a base of concrete at least one foot (1’) six inches (6”) deep into the soil.

(v) Within one (1) year following the erection of a fence, the Board may, in its sole discretion, require the Lot Owner to landscape along such fence, in which event landscaping may include vegetation such as rambling rose, multi-flora rose, evergreen shrubbery or such similar materials as may be approved by the Board.

17. Decks, Porches, Screen Porches. All decks, patios, patio enclosures, screened porches, wooden walks and/or stairways and other such improvements shall be constructed directly behind the residential structure to which they are appurtenant, and under no circumstances shall any such improvement extend beyond the sight line as viewed when looking straight down the side of the structure into the backyard.

18. Television Antennae. No exterior television or radio antenna, towers, direct broadcast satellite dishes or antennas used to receive multichannel multi-point distribution (wireless cable) signals may be installed in the Subdivision without the prior approval of the Architectural Control Committee under Article VII of this Indenture; provided, however, in reviewing a request for approval of any such device, the Architectural Control Committee shall comply with all Federal, State and local laws, ordinances and regulations, and shall not impose any restriction which will preclude an Owner’s receipt of an acceptable quality signal.

19. Hazardous and/or Unsightly Materials. No above-ground gas, propane or gasoline, oil or other hazardous material storage tanks or devices shall be permitted upon or in any Lot or the Common Ground of the Subdivision.

20. Swimming Pools.

(a) No above ground swimming pools will be allowed on any Lot in the Subdivision.

(b) All in-ground pools must have at least four feet (4’) of concrete or some other such decking material surrounding the entire pool.

(c) Any requirements set forth in this Section for approval of installation of pools that may conflict with any governmental codes or guidelines may be changed by the Directors to conform with such governmental guidelines.

21. Garbage. No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored in the open on any Lot; provided, however, after sunrise on any day designated for trash pick-up, trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pick-up; and,

provided, further, that trash cans or receptacles shall be removed and secured within the improvements on each Lot prior to sundown of the same day.

ARTICLE XII.
GENERAL PROVISIONS

These general provisions shall apply to the foregoing Indenture:

1. Actions by Directors. The Directors are authorized to act through a representative, provided, however, that all acts of the Directors shall be agreed upon by at least a majority of said Directors. No Director shall be held personally responsible for his wrongful acts or for the wrongful acts of others, and no Director shall be held personally liable for injury or damage to persons or property by reason of any act or failure to act of the Directors, collectively or individually. The Directors from time to time serving hereunder, except Directors appointed pursuant to Article V, Section 5 hereof, shall not be entitled to any compensation or fee for services performed pursuant to this Indenture.

2. Adjoining Tracts. The Association is authorized and empowered to cooperate and contract with the homeowners association (or its equivalent) for adjoining or nearby tracts in the development and maintenance of facilities inuring to the benefit and general welfare of the inhabitants of the entire area.

3. Amendments. Until all Lots authorized to be developed in the Subdivision have been sold and conveyed for residential use, the provisions of this Indenture may only be amended, modified or changed by Grantor, and thereafter, the provisions hereof may only be amended, modified or changed by the written consent of two-thirds (2/3) of all Owners. To be effective, any amendment, modification or change to the provisions of this Indenture shall be recorded in the County Records.

4. Severability, Etc. All covenants and agreements herein are expressly declared to be independent and not interdependent. No laches, waiver, estoppel, condemnation or failure of title as to any part of the Property or any Lot in the Property shall be of any effect to modify, invalidate or annul any grant, covenant or agreement herein with respect to the remainder of the Property, saving always the right to amendment, modification or repeal as hereinabove expressly provided.

5. Invalidation. Invalidation of any one of the covenants of this Indenture shall in no way affect any other provision hereof.

6. Assignment by Grantor. The rights, powers and obligations granted to Grantor may be assigned or transferred by Grantor, in whole or in part, to any other person or entity or persons or entities to whom Grantor sells, transfers or assigns all or any of the Lots in the Subdivision.

7. Rights During Construction and Sale. Notwithstanding any provision contained in this Indenture to the contrary, until all Lots authorized to be developed in the Subdivision have been sold and conveyed for residential use, Grantor and its successors and assigns shall have the right and privilege (i) to erect and maintain advertising signs, sales flags and other sales devices

and banners for the purpose of aiding the sale of Lots and residences in the Subdivision; (ii) to maintain sales, business and construction offices in display homes or trailers in the Subdivision to facilitate the completion of development of the Subdivision and construction and sale of residences; and (iii) to park and to allow its subcontractors to park trucks and stockpile and store materials on any Lot(s). Grantor's construction activities shall not be considered a nuisance, and Grantor hereby reserves the right and privilege for itself and its successors and assigns to conduct the activities enumerated in this Section until all Lots in the Subdivision have been sold and conveyed for residential purposes. The provisions of this Article XIII, Section 7 shall not be amended, modified or deleted without the prior written consent of Grantor.

8. Term. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Indenture shall run with and bind the Property for the duration of the trust under Article II of this Indenture, after which said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded agreeing to terminate this Indenture as of the end of any such ten (10) year period. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such termination, and unless written notice of the proposed agreement of termination is sent to every Owner at least ninety (90) days in advance of any action taken.

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