

Re: Evergreen Acres as per Plat thereof recorded in Plat Book 30 at Page 52 of the Real Estate Records of Boone County, Missouri.

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR EVERGREEN ACRES

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("this Declaration"), is made on this 2nd day of September, 1996 by OFW Corporation also known as OFW Corporation, Inc. a Missouri Corporation whose address is 2511 North Lake of the Woods Road, Columbia, Missouri 65202.

WITNESSETH:

RECITALS AND BACKGROUND MATERIALS

The Developer is the owner of a parcel of real estate the Parcel or the Property, which has been platted as Evergreen Acres, by Plat recorded in Plat Book 30 at Page 52 of the Real Estate Records of Boone County, Missouri. The Developer is desirous of establishing for its own benefit and for mutual benefit of all future owners or occupants of such Parcel, and each and every part thereof, and all lots contained therein, certain easements and rights in, over and upon the property constituting the Parcel and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof. The Developer, therefore, desires to place certain protective covenants, conditions, easements, restrictions and reservations on the real estate contained within the parcel and each lot contained within the parcel and the buildings and improvements now or hereafter constructed within the parcel, all as more fully hereinafter described for the use and benefit of itself and its grantees, occupants and other persons hereafter acquiring any interest in the parcel or any lot contained within the parcel, and any buildings or improvements located thereon, shall at all times, enjoy the benefit of and shall hold their interest subject to the rights, easements, privileges, covenants, assessments and restrictions hereinafter set forth, all of which are hereby declared to be in furtherance of a plan to promote and protect the cooperative aspects of the property and the parcel, and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the parcel and the property and each lot located therein.

NOW, THEREFORE, the Developer hereby declares that all of the real estate now contained within the parcel, as shown and described by the final plat of Evergreen Acres, recorded in Plat Book 30, Page 52 of the Real Estate Records of Boone County, Missouri, and each of the platted Lots shown by said Plat, and any buildings and improvements now or hereafter located on the said lots, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, liens and charges, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real estate and the buildings now or hereafter located thereon. These easements, covenants, restrictions, conditions, liens and charges shall run with the real estate and the real property, and shall be binding on all parties having or acquiring any

right, title or interest in the real property or any part thereof, and shall be binding on all parties having or acquiring any right, title or interest in the above-described parcel, or any part thereof, or any lot contained therein, or any improvements located thereon, and shall inure to the benefit of each owner thereof. The Developer further declares as follows:

1. **Definitions and Miscellaneous Terms and Conditions:** This instrument may hereafter for convenience and for purpose of brevity and clarity, be called the "Declaration". For the purposes of brevity, certain words, phrases and terms used on this "declarations" are defined as follows:

A. **Building;** shall mean a residential structure (i.e. a house or dwelling), arranged, intended and designed for occupancy by a single family as a one-family dwelling.

B. **Declaration;** shall be deemed to mean this document.

C. **The Developer or Developer,** means OFW Corporation, also known as OFW Corporation, Inc., a Missouri Corporation, and shall also refer to any other person or persons or entities to whom or which such Developer shall assign all or any portion of their rights as the Developer under this Declaration. A conveyance by the Developer, by warranty deed or otherwise, of real estate located within the parcel shall not be deemed to be assignment of any of its rights as the Developer, unless such rights are specifically mentioned in such conveyance. The Developer's rights as the Developer can only be assigned by written document or instrument, including a deed, deed of trust or similar instrument executed by the Developer, which specifically refers to the rights of the Developer under this Declaration. The provisions of this Section C notwithstanding, a conveyance by the Developer of any portion of the property by a deed of trust or mortgage, shall be deemed to carry therewith all rights of the Developer, as set forth in this declaration, with respect to the property subjected to the deed of trust or mortgage, including all of the architectural control rights attributable thereto. In other words, a conveyance by the Developer by a deed of trust or mortgage shall be deemed to automatically include therein, whether or not specifically referred to therein, all rights of the Developer, as the Developer, with respect to the real estate described in such deed of trust or mortgage, which such rights as the Developer shall be automatically subjected to the lien of the deed of trust or mortgage. The Developer may assign its Developer's rights as to any single lot, any number of lots, or several lots, or all lots, as it sees fit.

D. **Family** shall be deemed to mean an individual or married couple, and the children of such couple or each member thereof, and no more than two other persons related directly to the individual or married couple or either of them by blood or marriage, occupying a single one-family dwelling with a single kitchen facility. A family may include not more than one additional person, not related to the family by blood or marriage; provided that such additional person may be provided with sleeping accommodations but not with separate kitchen facilities. The above provisions of this subparagraph D notwithstanding, two unmarried adults, and their respective children, may

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occupy a one-family dwelling and be a family. Short-term guests shall be permitted, and there shall be no prohibitions upon the renting or leasing of one-family dwellings. The above provisions of this subparagraph D notwithstanding, and any of the provisions of this declaration to the contrary notwithstanding, the term family shall also include a living arrangement wherein not more than three (3) adult persons, not all of whom are related to each other by blood, marriage or adoption, are sharing or living in a single one-family dwelling as a not for profit, cost sharing arrangement. In other words, three (3) persons living together in a single one-family dwelling, not all of whom are related by blood, marriage or adoption to each other, shall, in addition to a family as defined above, also be considered to be a family; provided there shall be only one kitchen facility. There shall be no prohibition upon the renting or leasing of dwellings. The above provisions of this subsection D to the contrary notwithstanding, and any of the provisions of this declaration to the contrary notwithstanding, if, at any time, the provisions of the applicable zoning ordinances applicable to any part of the property defined as a family in a more restrictive manner, then the more restrictive definitions of such zoning ordinances shall automatically apply to and shall define a family for purposes of this declaration, and all provisions of this declaration shall be deemed to be automatically amended to such effect.

E. Lot means each of Lots 1 through 32, both inclusive, as shown by the plat. Each of the lots referred to by the plat shall, therefore, be a lot. Each numbered lot now or hereafter shown, described and provided for by the plat shall be a lot; provided, however, that the Developer and only the Developer reserves and shall have the right to subdivide any of the said lots owned by the developer or to combine any of such lots owned by the developer, in whole or in part, or to otherwise amend the lots lines as shown by the plat, as to any lots which have not been conveyed to a lot owner other than the developer. The developer, therefore, as to lots owned by it shall have the right to combine such lots, or to subdivide such lots, or to otherwise alter the lot lines of such lots by amendment of the plat. Once a lot has been conveyed to a person other than the developer, then all such rights shall be terminated. Any new lots, modified lots, amended lots or subdivisions of lots or combinations of lots created by the developer pursuant to this subparagraph E shall similarly be lots for purposes of this declaration. The provisions of this subparagraph E and any of the other provisions of this declaration notwithstanding, adjacent lot owners shall be permitted to convey to each other small portions of lots, which shall then become a part of the lot of the lot owner who acquires same; provided, however, that such conveyances are permitted by or are accepted under the Subdivision Code of the City of Columbia, Missouri.

F. Lot owner means the person or persons whose estate or interest, individually or collectively aggregate fee simple ownership of a lot.

G. One family dwelling shall mean a detached building arranged and intended and designed for residential occupancy by one family, and used solely as a dwelling for one family, and for no other uses or purposes.

H. Dwelling means a one-family dwelling as defined in subparagraph G above. Every building placed within the development shall be and must be a one-family dwelling arranged, intended and designed for occupancy by one family, as a one-family dwelling, and for no other purposes.

I. Parcel means all of that real estate contained within the boundaries of the land platted by the plat.

J. Plat shall mean and refer to the plat of Evergreen Acres, as shown by plat recorded in Plat Book 30 at page 52 of the Real Estate Records of Boone County, Missouri.

K. 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 of buildings and all easements, rights and appurtenances belong thereto.

L. Record means to record in the office of the Recorder of Deeds of Boone County, Missouri.

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

N. Development shall mean all real estate contained within the parcel, and all buildings and improvements now or hereafter located thereon, all of which shall hereafter be known as Evergreen Acres Plat One, a separate, independent development in Boone County, Missouri.

O. Builder shall mean an individual, company or corporation which acquires a lot for purposes of building or constructing a building thereon for sale to others. The developer may sell a lot to a builder for the purposes of building or constructing improvements located thereon for sale to others. Any building or improvements erected on any such lot must be erected in accordance with the architectural control provisions hereinafter set forth in this declaration. A sale by the developer to a builder of a lot shall not constitute any assignment of the developer's development rights attaching to such lots. All lots sold or conveyed by the developer to a builder or anyone else shall, unless specifically agreed to the contrary, remain subject to this declaration, including, but not limited to all architectural control provisions hereinafter set forth.

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

2. **One Family Dwelling**, shall mean a detached building arranged, intended and designed for residential occupancy by one family, and used solely as a dwelling for one family, and for no other purposes.

3. **Minimum Size of Residential Buildings**. No building shall be permitted within the parcel, or on any lot contained within the parcel, unless such building is a one family dwelling and complies with the following architectural control standards:

A. **Minimum Size of Building**. No One-Family Dwelling shall be placed upon any of the Lots, nor shall be permitted upon any of the Lots, unless the One-Family Dwelling complies with the following minimum size requirements:

a. No one story, ranch style Dwelling built on a slab, or on a crawl space, or on a non-walk-out basement shall be permitted on any Lot unless the Enclosed Floor Area of the ground floor thereof (the main floor thereof), exclusive of open porches, patios, garages and any non-walk-out basement space, contains not less than 1200 square feet of finished floor space.

b. No ranch style, one story, One Family Dwelling shall be built on a walkout basement (a basement from which one may "walk-out" onto the immediately adjacent surface of the ground) on any Lot, unless the Enclosed Floor Area of the ground floor thereof (the Main Floor thereof), exclusive of open porches, patios and garages and exclusive of the said walk-out basement, contains no less than 1200 square feet of finished floor space.

c. No two story, One Family Dwelling, shall be permitted upon any Lot, unless the Enclosed Floor Area thereof, exclusive of open patios, porches and garages and also exclusive of any basement or walkout basement, shall contain not less than 1200 square feet of finished floor area, and the Enclosed Floor Area of the ground floor (the Main Floor) of such Dwelling shall contain not less than 800 square feet, excluding all such patios, porches, basement space and garages, of finished floor space of the Main Level Floor.

d. No tri-level, One Family Dwelling, or four level, One Family Dwelling, or multi-level (more than two levels) One Family Dwelling, shall be permitted upon any Lot unless the Enclosed Floor Area contained within such Dwelling shall contain not less than 1200 square feet, exclusive of any walkout or non-walkout basement, open patios, porches and garages.

e. No so called "Split Foyer" One Family Dwelling, shall be permitted upon any Lot unless the Enclosed Floor Area exclusive of open patios, porches and garages, shall contain not less than 1200 square feet of finished floor space, and the Main Floor of such Dwelling shall contain not less than 1000 square feet of finished floor space.

B. Roofs. The roof for any building placed on any lot must be a pitched roof, rising or falling at least ~~(1)~~ (2) inches within each twelve (2) inches horizontal distance, provided, however, that porches and a small area of two story dwelling may have a lesser roof pitch if approved in advance by the Architectural Control Committee. Each roof must be covered (shingled) with wood or cut tab asphalt or fiberglass type shingles, as opposed to outlined shingles, having a quality, appearance and finish equal to or better than Tamko Heritage II. No white or light gray shingles or roofing materials shall be permitted within the parcel. Shingles and exterior roofing materials must be dark or of an earth tone or subdued color or tone.

C. Approval of Exterior Finish Materials: All exterior finish materials, including those placed on the front, sides and rear of each Building located within the Parcel and including the shingles and roofing materials and gutter and downspout materials for each Building, must be approved, in advance, by the Architectural Control Committee. Therefore, the Plans and Specifications submitted to the Architectural Control Committee shall show and describe, in addition to the other items hereinafter described, all exterior finish materials, and the colors, textures, quality, types, brand name, tones and shades thereof, and the locations of same, and the type of roof, including the slope or pitch thereof, and the materials to be placed thereon. The Architectural Control Committee shall, therefore have advance approval of all exterior finishes and materials, and the finishes and materials, once approved, must be used and if same are thereafter replaced, same must be replaced with substantially similar finishes in materials, of substantially the same or better quality, texture, shade, tone, and color. All exterior finish materials shall extend as near to finish grade as feasible, but in no case shall the finish materials be nearer to the finish grade than permitted by the building code of the City of Columbia. No "unfinished", "stained" or "natural wood" shall be used as the exterior siding.

D. Landscaping and Lawn Requirements. The entire Lot must be seeded or sodded within thirty (30) days of the completion of the Dwelling on the Lot; provided, however, that such thirty (30) day time period shall be extended as reasonably required by delays caused by adverse weather conditions or in order to allow landscaping to occur under reasonably suitable weather conditions. Extensions for adverse weather conditions or to allow for installation of landscaping during reasonably appropriate weather conditions notwithstanding, however, landscaping must be completed as soon as reasonably practicable, through the use of the utmost due diligence and good faith. If, however, a Dwelling is first completed between November, and March, then the sodding or seeding shall be completed no later than May 15, again allowing for reasonable delays for weather conditions. All areas of the Lot which are not covered by sidewalks or mulch beds immediately adjacent to the Dwelling or paved drive areas, must be covered with grass such as fescue, bluegrass, zoysia, or a grass of at least equivalent quality, texture durability and appearance and may not be covered with rock, stone, bark or other inert materials or with ground cover, except within reasonable beds therefore. The Lot Owner shall also be responsible for installing two (2) deciduous or evergreen trees in the front yard of each yard of each Lot within the same time period as is allowed for the installation

of seed or sod. Such trees shall have a minimum caliper of one and one half (1 1/2) inches. A planting bed with at least four (4) shrubs must be placed immediately adjacent to the front elevation of the Dwelling, and the side elevation of any Dwelling which faces a street or corner lot. Any planting of grass seed must be reasonably calculated to produce a reasonably attractive stand of grass. All seeding or sodding must be successful, in that it must produce a reasonably attractive and substantial stand of grass. All seeded areas must be covered with both seed and straw. Steps shall be taken as reasonably required to prevent erosion.

4. Lots. The parcel and all lots within the parcel shall be used solely for the placement thereon of a single one-family, detached dwelling structure, in that manner customarily provided for within zoning district R-1, as established by the zoning ordinances of the City of Columbia, Missouri. Although the developer shall have the right to amend the plat, and to cause lots to be combined, or to be subdivided, or be eliminated, or to otherwise amend or to alter the plat or the lot lines provided by for by the plat. Once a lot has been sold or disposed of by the developer, such lots shall not again be subdivided. No lot owned by a lot owner other than the developer shall be subdivided in any manner whatsoever, or be caused to be separated into lots, units or portions smaller than the whole lot, by plat, deed, condominium declaration or otherwise. Any lots created by the developer by way of subdivision of lots, or a combination of lots, or changes of lot lines, shall be a lot for purposes of this declaration. The provisions of this paragraph notwithstanding, owners of adjacent lots may convey to each other small portions of the adjacent lots, with that portion received by grantee to become a part of the lot of such grantee; provided, however, that such conveyances are permitted by or are excepted under the provisions of the Subdivision Code of the City of Columbia.

5. Use Restrictions. The parcel and all lots located within the parcel, and all one-family dwellings located within the parcel, and upon the lots, and all structures and improvements located within the parcel and upon the lots, shall be subject to the following provisions and restrictions.

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

B. Single Family Residence. No dwelling or building shall be used for any purpose other than as a residence site for a single family. For purposes of this restriction, and for other purposes of this declaration, the term "family" is defined in the above provisions of this declaration.

C. No Roomers or Boarders. In accordance with the frequent approach in zoning codes of protecting values in residence districts by prohibiting the use of single family residences for roomers and boarders, and in order to provide similar protection for the owners of the lots, it is hereby provided that no boarders or roomers shall be permitted in addition to the family occupying a lot.

D. Home Occupation-Commercial Purposes. The restriction above to the use of any lot as a single family residence shall not prohibit the conduct of a home occupation upon said lot as defined herein. Home occupation means any occupation or profession carried on by members of the immediate family residing on the premises, in connection with which there is not used any sign or display which will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a single family residence; in connections with which there is no commodity sold upon the premises, and no person is employed other than a member of the immediate family residing on the premises and no mechanical or electrical equipment is used except such as is permissible for and is customarily found in purely domestic or household premises for the family residing therein. A professional person may use his residence for infrequent consultation, or emergency treatment, or performance of occasional or emergency religious rites, but not for the general practice of his profession. Permitted home occupations shall not include barber shops, beauty shops, shoe or hat repair shops, tailoring shops or any type of pick-up station or similar commercial activities or any day care centers, baby-sitting services, residential care centers, group homes, half-way houses, child care for hire, nursing schools, or play schools, bed and breakfasts, lodging facility, or boarding house but for recitation of these particular exclusions shall not be deemed to constitute authorization for the conducting of other businesses or enterprises which are precluded by the previous language of this subparagraph D, or by the applicable zoning ordinances. Under no circumstances shall any lot be used for any commercial purpose.

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

F. Parking. No uncovered parking spaces within the Parcel or within any Lot, or any street within the Parcel, shall be used for parking of any trailer, truck, boat, or anything other than operative automobiles which are used with substantial regular frequency, as a means of conveyance. The word "trailer" shall include a trailer coach, house trailer, mobile home, automobile trailer, campcar, camper or any other vehicle

whether or not self-propelled, constructed or existing in such a manner as would permit the use and occupancy thereof for human habitation, or for storage, or for the conveyance of machinery, livestock, tools or equipment, whether resting on wheels, jacks, tires or other foundation and used or so constructed that it is or may be mounted on wheels or other similar transporting device and used as a conveyance on the streets or highways. The word "truck" shall include and mean every type of motor vehicle other than passenger cars and pickup trucks, vans or similar utility vehicles which are regularly used, with substantial frequency, as passenger vehicles by persons occupying one of the Lots. This Section shall not apply so as to interfere with normal construction methods in the construction and development of any part of the Parcel. The above provisions notwithstanding occupants of a Dwelling located upon a Lot shall be permitted to park within the boundary lines of such Lot for a reasonable period of time, but not to exceed twenty four(24) hours, and not to exceed four such periods of twenty four hours within any calendar month, a camper, mobile home, or motor home used for recreational purposes so as to permit the reasonable loading and unloading of such vehicle. Such vehicle shall be parked solely for loading and unloading and for no further purpose. All present and future Lot owners and occupants of Lots shall be deemed to have agreed, by accepting deeds to the Lots, that the provisions of this subparagraph F shall apply, not only to the Lots, but also to any public or private streets which abut upon any of the Lots. All Lot Owners agree on behalf of themselves and their successors, and all present and future owners and occupants of Lots and Buildings located thereon, to be bound by the restrictions set forth in this subparagraph F as to all public and private streets and portions thereof, and the provisions of this subparagraph F shall be enforceable as to public streets, the same as would be the case with respect to the Lots. No trailer, truck, boat, camper, mobile home, motor home, or anything other than operative automobiles, as herein described, which are then in a good condition and repair and which are used with substantial, regular frequency, shall be permitted on any Lot or shall be parked on any street within the Development.

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

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

I. Debris Free. All Lots shall be kept neat and free of debris, and shall be maintained in a slightly and sanitary condition. No dumpster shall be parked on the street during the construction of any dwelling, nor shall the street be used to store construction materials, including but not limited to, lumber, rebar, rock or sand.

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

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

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

M. Additional or Accessory Structures, Buildings, Outbuildings and Other Similar Improvements. No additional and/or accessory structures or improvements of

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

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

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

P. Storage Tanks. No tank for the storage of fuel may be maintained on any Lot above the surface of the ground, except that small storage cylinders of L P gas for the operation of outdoor grills used for the preparation of food are not prohibited by this paragraph.

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

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

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

T. Outside Improvements, Lawn Ornaments, Vegetable Gardens, Etc. Nothing shall be placed or located within the front yard of any Lot, or the side yard of any Lot other than reasonable sidewalks, reasonable driveways, and normal reasonable grass, ground cover, trees, shrubs, flowers and other normal, reasonable landscaping materials. All driveway, parking spaces and parking areas shall be subject to approval by the Architectural Control Committee, and shall not be installed without the prior written approval of the Architectural Control Committee. It is specifically intended that paving of any portions of Lots other than for normal, reasonable driveways, shall be prohibited, and specifically that paving of Lots in order to provide exterior parking pads, other than normal driveways shall be prohibited.

U. Fences. No woven wire fences, chain link fences, wire fences, chain fences, aluminum fences or other metal fences of any kind or nature whatsoever shall be permitted. All of same are prohibited, however The Developer may at its sole discretion approve any type of fence across the rear boundary of Lots one (1) thru eight (8) it deems appropriate in the public interest. Wood fences may be installed, but only after approval by the Architectural Control Committee which shall have the discretion to either approve or not approve fences, as the Architectural Control Committee sees fit. Fences shall not be installed in the front yard or side yard of any Lot.

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

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

X. ~~Basketball Goals~~. No basketball goals shall be located in front of the building set back line of any lot. All basketball goals must be consistent with the standard designs and materials approved, in advance, by the Architectural Control Committee. All backboards must be clear or white. All poles must be neutral in color. Outdoor basketball goals shall be located only at such locations as shall be approved in advance by the Architectural Control Committee. The Architectural Control Committee shall have the right at any time to make, alter and revoke reasonable rules and regulations regarding the hours of use of basketball goals and all such rules shall be binding upon all of the lot owners thereof. In no case shall a basketball goal be mounted or placed on the roof of the house or garage.

Y. ~~Play Structures~~. All swings, swing sets, sandboxes and other recreational or play structures must be located behind the line consisting of the back most wall of the building, extended to the side of the lot line.

6. ~~Architectural Control~~. No one-family dwelling, dwelling, building, fence, wall, post, pool, deck, patio, fence or patio structure of any kind, nature or description whatsoever, or driveway, parking area, swimming pool, outdoor hot tub, shed, pole, dog house, storage box, garage, fence, wall or any item similar to any of the foregoing items, or any satellite receiver dishes, antenna, aerial or similar structure of any structure shall be commenced, erected, placed or maintained within the parcel or within any lot other than those for which the plans and specifications have been approved, in advance, in writing by the Architectural Control Committee hereinafter described as follows:

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

All dimensions; interior floor plans; exterior elevations for all four elevations; exterior finish materials, including type, manufacturer, brand name, color, shade, tone, and texture and also the location of all; the location of the building, structure or other improvements on the lot; adequate information which will allow the Architectural Control Committee to determine the exterior appearance; the grade levels of the lot and of the structure; the roof pitch; such other reasonable information concerning the appearance and quality of the improvements as the Architectural Control Committee shall reasonably request, and a landscape plan or description of the landscaping to be provided.

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

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

Two (2) copies of all plans and specifications herinabove described shall be submitted to the Architectural Control Committee, which shall be entitled to retain one copy thereof following its approval, so as to enable the Architectural Control Committee to monitor compliance with the plans and specifications approved by it. Determinations of the Architectural Control Committee shall be made by it, in its sole, absolute, unlimited and unmitigated discretion. No requirement of reasonableness on the part of the Architectural Control Committee shall be deemed to be expressed or implied. All determinations of the Architectural Control Committee shall be binding and absolute. In any event, the Architectural Control Committee shall not be required to approve any Dwelling, Building, fence, wall, structure or other improvement or addition to, or to change, or alteration upon (or change in exterior colors or materials), unless such Architectural Control Committee, in its sole, absolute, unlimited and unmitigated discretion finds that the plans and specifications show that same would be in harmony with the location therefore, and with the site therefore, and with the surrounding structures and topography, and that same would be in keeping with the general scope and character of the existing neighborhood, and with the existing and contemplated structures to be located thereon, and that same would be of at least the same quality as the then existing structures located within the Parcel, or then under construction within the Parcel, and that same would be of at least the same quality as the average of the quality of the existing structures then located within the development and of the structures which the Architectural Control Committee anticipates will be placed within the development, and that same satisfies the minimum size requirements and other standards set forth above. In the event the Architectural Control Committee, or its designee, fails to approve or disapprove any plans and specifications submitted to it within thirty (30) days after such plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction or to require removal of the offending item has been commenced within one (1) year after commencement of the construction thereof, approval of the said committee under this paragraph 6 will not be required. However, as indicated above, the Architectural Control Committee shall not be required to act upon an incomplete submission. The Architectural

Control Committee shall be required to act only when it receives a complete submission, including all documents hereinabove described, which fulfill all of the requirements hereinabove described. The Lot Owner shall have the burden of proof of submission to the Architectural Control Committee of the required Plans and Specifications, and such proof shall consist of the following or only of the following:

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

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

The Architectural Control Committee shall be composed of the following:

A. The First Committee. The First Architectural Control Committee shall initially be composed of Orville Wiechert and Fannie M. Wiechert. Each of such persons shall remain a member of said committee until his or her death, or until he or she earlier resigns or becomes unable or unwilling to continue to serve as a member of such committee. Should any of such individuals, or their successors, as members of the "First Architectural Control Committee" die, or resign as a member of the committee, or become unable or unwilling to serve as a member of the committee, then his successor shall be appointed by the Board of Directors of the OFW Corporation, Inc. The First Architectural Control Committee shall serve only so long as the Developer or the Developer's assignee of the Developer's rights as Developer hereunder owns any Lot within the Parcel. The First Architectural Control Committee shall cease to serve when the Developers ceases to own any Lot within the Parcel. So long as the Developer owns any Lot within the Parcel, the First Architectural Control Committee or its replacements appointed as described above shall serve.

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

C. Election. If at any time there are no qualified members of the Architectural Control Committee, a new committee shall be elected by the Lot Owners of the Lots located within the Parcel. For purposes of such election, there shall be one vote attached to each lot. When more than one person holds an interest in any Lot, the vote for

such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Any two person holding ownership interests in any Lot shall be permitted to call a meeting of Lot owners for purposes of such elections by written notice, which shall be sent to the owners of all of the Lots contained within the Parcel not less than ten (10) days nor more than forty (40) days in advance of the meeting, setting forth the purpose of the meeting. At the first meeting called for such purpose, the presence at the meeting of individuals entitled to cast ten percent (10%) of the votes attached to all Lots contained within the Parcel shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at the subsequent meeting shall be one half (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.

Any personal interests, or alleged personal interests, of a member of the First Architectural Control Committee or any continuing Architectural Control Committee (both the First Architectural Control Committee and the continuing Architectural Control Committee being referred to in this paragraph and in this Declaration as the "Architectural Control Committee, unless there is a specific reference to the contrary) with respect to matters to be submitted to such committee for its determination shall be waived as a disqualification, and a member of the Architectural Control Committee shall be permitted to participate in any decisions, whether or not such member has, or arguably has an interest in the matter to be decided by the committee. As hereinabove indicated, all determinations of the Architectural Control Committee shall be final and binding. The Architectural Control Committee shall have sole, absolute, unlimited and unmitigated discretion with respect to all matters submitted to it for its determination, and no requirement that it be reasonable in its actions shall be deemed to be expressed or implied, as all such requirements are waived and eliminated, in their entirety. A meeting of the Architectural Control Committee can be called by any member of such committee, by written notice to the other members of the committee. Any such notice shall specify the date, time and place of the meeting (which such meeting must be held in Columbia, Missouri), and the purpose for which the meeting is to be held. Any such notice must be given no more than twenty (20) days, nor less than five (5) days prior to the meeting. As hereinabove indicated, two (2) copies of all plans and specifications which are to be delivered to the Architectural Control Committee in accordance with the above provisions of this Declaration shall be delivered to the Architectural Control Committee, which shall retain one copy thereof, in order to monitor compliance therewith. Once plans and specifications have been approved by the Architectural Control Committee, all Buildings, structures, improvement and changes to be erected or made pursuant thereto must be made in total compliance with the plans and specifications which have been approved by the Architectural Control Committee.

No Building, residence, structure or other improvement shall be occupied as a residence, or be otherwise used, until same has been completed in full compliance with the plans and specifications therefore which have been approved by the Architectural Control

Committee. The Developer, the Architectural Control Committee, any member of the Architectural Control Committee, and any owner of any interest in a Lot, shall have the right to enforce compliance with, and completion of Buildings, structures and improvements, and of the landscaping thereof, in compliance with, the plans and specifications approved by the Architectural Control Committee by injunctive proceedings, by mandatory injunctive proceedings, or by any other proceedings at law or in equity in accordance with paragraph 7 of this Declaration. Plans, specifications and landscaping plans once approved, must be diligently complied with, and once the work provided for thereby has commenced, it must be diligently prosecuted to completion.

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

8. General Provisions.

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

B. Term and Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the Parcel, and shall inure to the benefit of and be enforceable by the Developer and the Developer's successor as the Developer, and by the Lot Owner of each Lot, and by the successors in ownership to each of the Developer and such Lot Owner, and by the Architectural Control Committee and each member of the Architectural Control Committee and 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 terms of ten (ten) years each unless an instrument, signed by not less than sixty (60) per cent 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 term of this Declaration, it may be amended or abrogated, in whole or in part, only by an instrument signed by the owners of not less sixty (60) percent of the Lots then contained within the Parcel, provided that so long as the Developer owns any Lot within the Parcel such amendment or abrogation shall not occur without the consent of the Developer. All amendments to this Declaration shall be recorded in Boone County, Missouri.

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

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

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

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

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

H. Immunity of Architectural Control Committee. The Architectural Control Committee, and the members thereof, shall be exempt from, and shall not be liable for any claims, actions, causes of action, demands, losses, suits, liabilities or expenses of any kind, nature, description whatsoever, so long as they act in good faith. The sole requirements shall be that they act in good faith. If the members act in good faith, then all determinations made by them shall subject them to no liability or responsibility of any kind, nature or descriptions whatsoever, under any circumstances whatsoever. In no event shall any member of the Architectural Control Committee be liable in an action for damages. The sole rights of a party seeking relief against the Architectural Control Committee or a member of the Committee shall be to seek an order of the court, or of a tribunal of

appropriate jurisdiction, requiring that the Architectural Control Committee of any member thereof take any action which the petitioning party deems to be legally required of the Committee or such member. The sole requirement shall be that the Committee, in exercising its sole, absolute, unlimited and unmitigated discretion, act in good faith.

9. Easements. All easements established by the plat are hereby established, and are established as easements of the types and at the locations shown by the plat, all such easements are to be subject to the following requirements:

A. The land shall be used for reasonable surface water drainage and passage of surface water;

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

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

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

E. Lot owners shall be required to cooperate with each other in order to make reasonable accommodations for drainage of surface water over the land within drainage easements;

F. Where it is reasonable and appropriate, a lot owner of a lot imposed with a drainage easement must make reasonable accommodations for the drainage of water, and may, if it is reasonable to do so, install or improve ditches, drainways or underground drainage structures.

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

Boone County, Missouri

811

Unofficial Document

IN WITNESS WHEREOF, OFW Corporation, Inc., have executed this document effective on the day and year first above written.

OFW CORPORATION, INC.

By: *Orville Wiechert*
Orville Wiechert, President

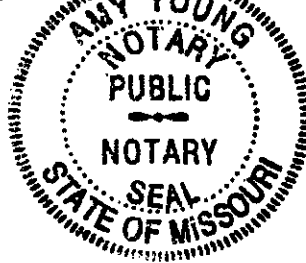
ATTEST:

Fannie Wiechert
Fannie Wiechert, Secretary

STATE OF MISSOURI)
)SS.
COUNTY OF BOONE)

On this 23rd day of September 1996, before me personally appeared Orville Wiechert, the President of OFW Corporation, Inc., and Fannie Wiechert, Secretary of OFW Corporation, Inc., known to me to be the persons who executed the within on behalf of said corporation and acknowledged to me that they executed the agreement by authority of the board of directors of the corporation as the free act and deed of the corporation.

Amy Young
Notary Public of the State of Missouri



My commission expires:

Amy Young, Notary Public
State of Missouri
My Commission Expires July 20, 1998
Boone County Missouri

STATE OF MISSOURI)
COUNTY OF BOONE) SS.

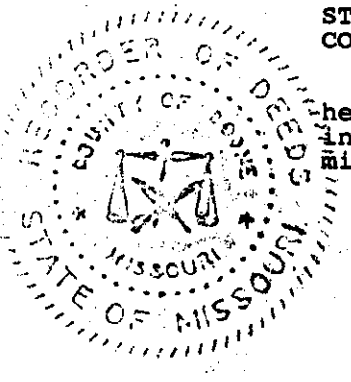
Document No. 21769

I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 23rd day of September, 1996 at 11 o'clock and 24:08 minutes AM and is truly recorded in Book 1262 Page 792.

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

BETTIE JOHNSON, RECORDER OF DEEDS

by *Nora Dietzel* deputy
Nora Dietzel



Nora Dietzel, Recorder of Deeds