Boone County, Missouri
Unofficial Document

Recorded in Boone County, Missouri
Date and Time 01/19/2005 at 04:23:49 PM
Instrument # 2005001436 Book 2656 Page 136
Grantor FAIRWAY MEADOWS CORP
Grantee VILLAS AT VINTAGE FALLS HOMES ASSN THE

Instrument Type DECL
Recording Fee $429 00 S
No of Pages 136

Bettie Johnson, Recorder of Deeds

COUNTY OF BOONE MISSOURI

DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS, EASEMENTS AND RESTRICTIONS OF THE VILLAS AT VINTAGE FALLS, A PLANNED UNIT DEVELOPMENT

Developer/ Grantor: Fairway Meadows Corporation [address: Attn: President, 5714 Shoreline Drive, Columbia, MO 65203]

Grantee: The Villas at Vintage Falls Homes Association, a not for profit corporation of the State of Missouri, and Lot Owners of all Lots within The Villas at Vintage Falls [mailing address: c/o The Villas at Vintage Falls Homes Association, 5714 Shoreline Drive, Columbia, MO 65203]

Re: The following described real estate situated in Boone County, Missouri:

All real estate platted as " Vintage Falls Plat 1-A," as shown by "Administrative Plat of Vintage Falls Plat 1-A, a replat of Vintage Falls Plat 1" recorded in Book 2631 at Page 116 of the Real Estate Records of Boone County, Missouri, and each of the Lots shown by such plat.

Date of Document: January 18, 2005

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

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 1 9 2005

TABLE OF CONTENTS

BACKGROUND RECITALS - ["Recitals"] . . . . . -1-

ARTICLE I - DEFINITIONS AND MISCELLANEOUS TERMS AND CONDITIONS . . . . . -4-

ARTICLE II - MEMBERSHIP IN THE ASSOCIATION . . . . . -15-

ARTICLE III - VOTING RIGHTS . . . . . -17-
Class A. . . . . -17-
Class B. . . . . -17-

ARTICLE IV - UNITS . . . . . -18-
Section 1. Descriptions of Units and Boundaries of Units. . . . . -18-
Section 2. Further Descriptions of Units/Zero Lot Line Units. . . . . -19-
Section 3. Resubdivision. . . . . -20-
Section 4. Further Description of Lots and Units. . . . . -20-
Section 5. All Areas Outside of Boundaries of Building and Privacy Areas Are Common Areas, Whether or Not Owned by the Association. . . . . -20-
Section 6. Absolute Requirement for Subdivision Into Units and Common Area. . . . -20-
Section 7. Sprinkler System and Irrigation System, and Entry Signs, Entryway Signs, Entryway Monuments and Landscaping, Lighting, and Components Therefor. . . . . -20-

ARTICLE V - THE ASSOCIATION . . . . . -21-
Section 1. Formation. . . . . -21-
Section 2. Articles of Incorporation and By-Laws. . . . . -21-
Section 3. Administration. . . . . -21-
Section 4. Board of Directors. . . . . -21-
Section 5. General Powers and Duties of the Association. . . . . -22-
Section 6. Entry Into Units. . . . . -25-
Section 7. Limitation Upon Power of Association and Board of Directors. . . . . -26-
Section 8. Rules and Regulations. . . . . -26-
Section 9. Active Business. . . . . -26-

ARTICLE VI - ASSESSMENT - MAINTENANCE FUND . . . . . -26-
Section 1. Creation of a Lien and Personal Obligation for Assessments. . . . . -26-
Section 2. Purpose of Assessments. . . . . -27-
Section 3. Maintenance Fund. . . . . -27-
Section 4. Amount and Setting of Annual Assessments. . . . . -27-
Section 5. Special Assessments for Capital Improvements or Other Purposes. . . . . -28-
Section 6. Special Tax Bill or Assessment for Public Improvements. . . . . -28-
Section 7. Special Assessment for Replacement or Non-Periodic Maintenance. . . . . -28-
Section 8. Uniform Rate of Assessment. . . . . -29-
Section 9. Collection of Assessments. . . . . -29-

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 1 9 2005

Section 10. Special Assessments - Repair or Replacement or Maintenance to Be Done by Unit Owners. . . . . -29-
Section 11. Establishing a Need for Non-periodic Maintenance or for Exterior Cosmetic Maintenance or for Maintenance, Repair or Replacement of Roofs, Gutters and Down Spouts. . . . . -31-
Section 12. Assessment for a Portion of Insurance Premiums. . . . . -32-
Section 13. Special Unit Assessment. . . . . -33-
Section 14. Date of Commencement of Annual Assessments: Due Dates. . . . . -34-
Section 15. Effect of Nonpayment of Assessments: Remedies of the Association. . . -34-
Section 16. Subordination of the Lien to Mortgages. . . . . -34-
Section 17. Exempt Property. . . . . -35-
Section 18. Collection of Assessments. . . . . -35-
Section 19. Retroactive Effect of Assessments. . . . . -35-
Section 20. Failure to Establish Assessment. . . . . -35-
Section 21. Shortages. . . . . -35-
Section 22. Enforcement of Assessments. . . . . -36-

ARTICLE VII - PARTY WALLS . . . . . -36-
Section 1. General Rules and Law to Apply. . . . . -36-
Section 2. Sharing of Repair and Maintenance. . . . . -36-
Section 3. Destruction by Fire or Other Casualty. . . . . -36-
Section 4. Weatherproofing. . . . . -37-
Section 5. Right to Contribution Runs With Land. . . . . -37-
Section 6. Arbitration. . . . . -37-

ARTICLE VIII - ARCHITECTURAL CONTROL . . . . . -37-

ARTICLE IX - MAINTENANCE . . . . . -41-
Section 1. General Maintenance by Association. . . . . -41-
Section 2. Maintenance of Roofs, Gutters and Down Spouts. . . . . -43-
Section 3. Privacy Fences, Porches Other Improvements Common to More Than One Unit. . . . . -44-
Section 4. Cosmetic Maintenance for Exterior Surfaces of Buildings. . . . . -45-
Section 5. Repairs of Utility Lines. . . . . -46-
Section 6. Other Maintenance or Replacement of Improvements on Units or Constituting Units. . . . . -46-
Section 7. Standards of Maintenance, Repair and Replacement. . . . . -48-
Section 8. Mixed Refuse Removal. . . . . -49-
Section 9. Special Assessment. . . . . -49-
Section 10. All Repairs to be Collectively Performed are to be Deemed to be Performed by the Association. . . . . -49-
Section 11. Maintenance, Repairs, Replacement and Servicing to be Provided by Builders and Developer. . . . . -50-

ARTICLE X - GRANTS AND RESERVATIONS OF EASEMENTS . . . . . -51-
Section 1. Easements for Repair, Maintenance and Restoration. . . . . -51-

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

Section 2. Easements for Road or Driveway or Walkway or Sidewalk Purposes. . . . . -51-
Section 3. Easement for Encroachments. . . . . -52-
Section 4. Easement for Support. . . . . -53-
Section 5. Construction and Development Easement. . . . . -53-
Section 6. Access, Ingress and Egress. . . . . -53-
Section 7. Other Easements. . . . . -53-

ARTICLE XI - PROPERTY RIGHTS IN COMMON AREAS . . . . . -53-
Section 1. Members' Easements of Enjoyment. . . . . -53-
Section 2. Delegation of Use. . . . . -54-
Section 3. Title to Common Areas. . . . . -55-
Section 4. Parking Rights. . . . . -55-
Section 5. Units/Common Areas. . . . . -55-
Section 6. Fire Lanes. . . . . -55-
Section 7. Acceptance of Common Areas. . . . . -56-
Section 8. Limited Common Elements and Exclusive Use. . . . . -56-
Section 9. Parking. . . . . -56-
Section 10. Trespass. . . . . -56-
Section 11. Diminishment of Easement. . . . . -57-

ARTICLE XII - USE RESTRICTIONS . . . . . -57-
Section 1. Single Family Residence. . . . . -58-
Section 2. No Roomers or Boarders. . . . . -58-
Section 3. Home Occupation. . . . . -58-
Section 4. Additional Structures or Improvements. . . . . -58-
Section 5. Parking. . . . . -59-
Section 6. Nuisances. . . . . -60-
Section 7. Signs. . . . . -60-
Section 8. Exterior Wiring, Antennas or Installations of Satellite Receiving Dishes or Similar Improvements, Air Conditioners, Etc. . . . . -60-
Section 9. Livestock, Poultry and Pets. . . . . -61-
Section 10. Trash, Storage, Disposal/Outdoor Storage. . . . . -62-
Section 11. Temporary Structures. . . . . -63-
Section 12. Open Fires. . . . . -63-
Section 13. Interference with Maintenance by Association. . . . . -63-
Section 14. Garages. . . . . -63-
Section 15. Planting and Gardening Prohibited. . . . . -64-
Section 16. Storage Tanks. . . . . -64-
Section 17. Automotive Repair Prohibited. . . . . -64-
Section 18. Awnings and Storm Doors Prohibited. . . . . -64-
Section 19. Two, Three, Four Wheeled Recreation Vehicles or Similar Vehicles. . . . -64-
Section 20. Enforcement. . . . . -64-

ARTICLE XIII - INSURANCE . . . . . -67-
Section 1. Insurance to be Acquired and Maintained by the Association. . . . . -67-
Section 2. Insurance on Common Elements. . . . . -67-

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

Section 3 . Insurance Premiums. . . . . -68-
Section 4. Repair and Restoration of Improvements. . . . . -68-
Section 5. Other Insurance. . . . . -69-
Section 6. Waiver of Subrogation. . . . . -69-
Section 7. Subordination of Rights. . . . . -69-

ARTICLE XIV - SALE OF COMMON AREA . . . . . -69-

ARTICLE XV - RIGHTS OF FIRST MORTGAGEES . . . . . -69-
Section 1. Notice. . . . . -69-
Section 2. Examination of Books and Records. . . . . -70-
Section 3. Taxes in Default. . . . . -70-
Section 4. Insurance Proceeds. . . . . -70-
Section 5. Transfer of Common Area. . . . . -70-
Section 6. Other Changes. . . . . -70-
Section 7. Right of First Refusal. . . . . -70-
Section 8. Claims for Unpaid Assessments. . . . . -70-
Section 9. Approval of First Mortgagees. . . . . -71-
Section 10. Adequate Reserve. . . . . -71-

ARTICLE XVI - GENERAL PROVISIONS . . . . . -71-
Section 1. Enforcement. . . . . -71-
Section 2. Severability. . . . . -72-
Section 3. Amendment. . . . . -72-
Section 4. Notices. . . . . -72-
Section 5. Language Variation. . . . . -72-
Section 6. Titles and Captions. . . . . -72-
Section 7. Approval of Plats. . . . . -72-
Section 8. Requirement for Plats. . . . . -72-
Section 9. Attorney's Fees. . . . . -72-

ARTICLE XVII - ANNEXATION . . . . . -73-

ARTICLE XVIII - DISPUTE RESOLUTION/LIMITATION ON LITIGATION/
MEDIATION AND ARBITRATION . . . . . -74-
Section 1. Mediation. . . . . -74-
Section 2. Arbitration. . . . . -75-

ARTICLE XIX - OFFSITE STORMWATER DETENTION FACILITY . . . . . -82-

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

Re: The following described real estate situated in Boone County, Missouri:

All real estate platted as " Vintage Falls Plat 1-A," as shown by "Administrative Plat of Vintage Falls Plat 1-A, a replat of Vintage Falls Plat 1" recorded in Book 2631 at Page 116 of the Real Estate Records of Boone County, Missouri, and each of the Lots shown by such plat.

DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS, EASEMENTS AND RESTRICTIONS OF THE VILLAS AT VINTAGE FALLS, A PLANNED UNIT DEVELOPMENT

[THIS DECLARATION OF COVENANTS CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES]

THIS DECLARATION of COVENANTS, EASEMENTS and RESTRICTIONS is made on this 18th day of January, 2005, by **FAIRWAY MEADOWS CORPORATION**, a corporation of the State of Missouri, which is hereinafter referred to as "the Developer" [the Developer's mailing address is Fairway Meadows Corporation, Attention Mr. Jack Daugherty, President, 5714 Shortline Drive, Columbia, MO 65203].

W I T N E S S E T H:

BACKGROUND RECITALS
["Recitals"]

This Declaration is executed and recorded by the Developer in view of the following facts, matters, and circumstances:

[Note: This Declaration contains a binding arbitration provision which may be enforced by the parties.]

WHEREAS, the Developer is the owner of that Parcel ("the Parcel")of real estate located in Columbia, Boone County, Missouri, which has been platted as **"VINTAGE FALLS PLAT 1-A"**, as shown by "Administrative Plat of Vintage Falls Plat 1-A, a replat of Vintage Falls Plat 1" recorded in Book 2631 at Page 116 of the Real Estate Records of Boone County, Missouri. Such Plat, together with Plats for any area hereafter annexed to the Development, and all modifications and amendments of any such plat, are hereinafter referred to, collectively, as "the Plat."

The Developer intends to commit the parcel that is the subject matter of the Plat of Vintage Falls Plat 1-A, and all Lots, Units and parcels of real estate contained within the boundaries of the Land platted by such Plat (all of which are hereinafter referred to as "the Parcel"), and all streets and roads contained within the Parcel, to the provisions of this Declaration, and to the easements, restrictions, reservations and covenants provided by this Declaration.

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

The Developer intends to subject the land of the Parcel to certain easements, restrictions, reservations and covenants hereinafter set forth in this Declaration.

The Developer or others is (are) the owner(s) of one or more Parcels of Land adjacent to or in the vicinity of Vintage Falls Plat 1-A-A, and which is legally described as the following described real estate situated in Boone County, Missouri:

See **Schedule 1** hereto.

All of the Land hereinabove last described may hereinafter be referred to as "the Annexation Property" or "the Annexation Parcel."

THE DEVELOPER MAY OR MAY NOT ANNEX PORTIONS OF THE ANNEXATION PARCEL TO THE DEVELOPMENT PROVIDED FOR HEREBY AND MAY OR MAY NOT SUBJECT PORTIONS OF THE ANNEXATION PARCEL TO THE PROVISIONS OF THIS DECLARATION AND TO THE EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS PROVIDED FOR BY THIS DECLARATION, AS THE DEVELOPER, IN THE DEVELOPER'S SOLE AND ABSOLUTE DISCRETION, FINDS IT TO BE APPROPRIATE.

The Developer is desirous of establishing for the benefit of the Parcel and the owners of dwellings contained therein, and for the benefit of any portion of the Annexation Parcel (and the benefit of owners of dwellings located therein) which is hereafter annexed to the Development provided for by this Declaration, and for the Developer's own benefit, and for the benefit of all future owners or occupants of the Parcel and of any portion of the Annexation Parcel hereafter annexed to the Development provided for hereby, and each part thereof, certain mutually beneficial easements, restrictions, reservations and covenants with respect to the proper use of the land and the proper maintenance thereof. The Developer, therefore, desires to place certain protective covenants, conditions, easements, restrictions, reservations, liens, charges and assessments on the real estate contained within the Parcel, and on any portion of the real estate of the Annexation Parcel which is hereafter annexed to the Development, for the use and benefit of the Developer and the Developer's successors and assigns and for the use and benefit of the owners and occupants of the various Lots and Units contained within the Parcel and any portion of the Annexation Parcel hereafter annexed to the Development.

THE DEVELOPER RESERVES THE RIGHT TO ANNEX OR NOT ANNEX ALL OR ANY PORTION OF THE ANNEXATION PARCEL TO THE DEVELOPMENT PROVIDED FOR HEREBY AND RESERVES THE RIGHT TO DEVELOP OR TO NOT DEVELOP ALL OR ANY PORTION OF THE ANNEXATION PARCEL AS A PART OF THE DEVELOPMENT PROVIDED FOR HEREBY. THE DEVELOPER RESERVES THE RIGHT TO DEVELOP THE ANNEXATION PARCEL IN A MANNER SIMILAR TO THE DEVELOPMENT PROVIDED FOR HEREBY, OR IN ANY OTHER MANNER IN WHICH THE DEVELOPER, IN THE DEVELOPER'S SOLE, ABSOLUTE AND UNLIMITED AND UNFETTERED DISCRETION SHALL FIND TO BE APPROPRIATE. THE DEVELOPER MAKES NO PROMISE OR REPRESENTATION, EXPRESSED OR IMPLIED, THAT ANY PORTION OF THE ANNEXATION PARCEL WILL OR WILL NOT BE ANNEXED TO THE DEVELOPMENT PROVIDED FOR HEREBY, OR WILL BE DEVELOPED IN A MANNER SIMILAR TO THE DEVELOPMENT OF THE PARCEL.

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

The initial parcel subject hereto, Vintage Falls Plat 1-A, is the subject matter of a Planned Unit Development Plan, or "PUD Plan" (hereinafter referred to as "the Plan"), which has been approved by the City of Columbia, Missouri ("the City") in accordance with the City's Planned Unit Development Ordinance. The Developer presently intends to go forward with the Development of the Annexation Parcel in a manner substantially the same as or comparable to the manner described by the Plan. However, such plans may, as to any part of the Annexation Parcel, other than Vintage Falls Plat 1-A be abandoned by the Developer, or substantially modified or amended by the Developer. No representation is made by the Developer, by way of the Plan or by way of this Declaration, that the Annexation Parcel will be developed in accordance with the Plan; the Developer's sole representation being that it is the Developer's present intention to develop the Annexation Parcel in a manner similar to the Plan. However, any portion of the Annexation Parcel which is annexed to the Development provided for by this Declaration, and which is subjected to this Declaration must, be developed in a manner that is consistent with the Plan, meaning that it must be developed in a manner which substantially comports with the type of development provided for by the Plan.

THE DEVELOPER MAY OR MAY NOT, THEREFORE, HEREAFTER ANNEX ADDITIONAL REAL ESTATE CONTAINED WITHIN THE ANNEXATION PARCEL TO THE DEVELOPMENT PROVIDED FOR HEREBY (THEREBY MAKING SUCH ADDITIONAL REAL ESTATE A PART OF THE DEVELOPMENT PROVIDED FOR HEREBY AND CAUSING THE OWNERS OF PORTIONS OF SUCH ADDITIONAL REAL ESTATE TO BE MEMBERS OF THE ASSOCIATION DESCRIBED BELOW); PROVIDED, HOWEVER, THAT IF THE DEVELOPER ANNEXES ANY PART OF THE PROPERTY TO THE DEVELOPMENT PROVIDED FOR HEREBY ALL PORTIONS OF THE ANNEXATION PARCEL WHICH ARE SO ANNEXED MUST BE DEVELOPED IN A MANNER WHICH SUBSTANTIALLY COMPORTS WITH THE TYPE OF DEVELOPMENT PROVIDED FOR BY THE PLAN.

The Developer, therefore, desiring and intending that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Parcel, and any portion of the Annexation Parcel hereafter annexed to the Development provided for hereby, or any improvements located thereon, shall at all times enjoy the benefit of, and shall hold their interests subject to the rights, easements, privileges, covenants, assessments and restrictions hereinafter set forth (all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of the Property, and are established for the purposes of enhancing and protecting the values, desirability and attractiveness of the Property), executes and records this Declaration accordingly.

DECLARATION OF COVENANTS, EASEMENTS and RESTRICTIONS

NOW, THEREFORE, in view of the foregoing Recitals, the Developer hereby declares that all of the real estate contained within the Parcel of real estate ("the Parcel"), that is platted by, and is the subject matter of, the Plat of Vintage Falls Plat 1-A hereinabove described, and any improvements now or hereafter located thereon, and all or any portions of the Annexation Parcel hereafter annexed to the Development provided for hereby (which shall then become a part of the Parcel and shall be deemed to be included in the Parcel) in accordance with the following provisions of this Declaration, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, conditions, liens, charges and assessments, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of the real estate and the

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

Buildings, and Dwellings and Units now or hereafter located thereon. These easements, covenants, restrictions, conditions, liens, charges and assessments 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 above described Parcel, or any portion thereof, or any portion of the above described Annexation Parcel which is, hereafter, annexed to the Development. The provisions of this Declaration shall apply to each Lot, Building and Unit hereinafter described, and to all present and future owners thereof, and shall run with each such Lot and Unit, and shall be binding upon and shall inure to the benefit of each Lot Owner and Unit Owner thereof. The Developer hereby further declares as follows:

ARTICLE I
DEFINITIONS AND MISCELLANEOUS TERMS AND CONDITIONS

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

Section 1. "Annexation Parcel" shall mean all of the Annexation Parcel described in the foregoing Recitals.

Section 2. "Association" means a not for profit corporation of the State of Missouri, to be known as "The Villas at Vintage Falls Homes Association," as the Developer in the Developer's discretion shall find to be appropriate. In the alternative, if such names or any of such names are determined not to be available, then such Association shall bear a name similar thereto (as is determined to be available in the State of Missouri) and as shall be determined appropriate by the Developer in the Developer's sole discretion. All references in this Declaration to "the Association" shall mean such not for profit corporation, and its successors and assigns, which shall serve as the Association of Lot Owners and Unit Owners hereinafter described, and shall have the powers, duties, privileges, immunities and obligations conferred upon the Association by this Declaration.

Section 3. "Builder" means and refers to an individual, company or corporation who or which constructs a Building within the Development. The Developer may sell a Lot or portions thereof to a Builder, other than the Developer, for purposes of building or constructing a Building and improvements located upon such Lot. However, any such Building or improvement shall be constructed solely pursuant to the Architectural Control provisions set forth in this Declaration.

Section 4. "Building" or "Residential Building" means and refers to a separate, distinct, freestanding structure, located within the Development, which is built, constructed, designed or intended for occupancy by one or two Living Units. Each Building shall be located upon a "Lot," as defined in Section 18 below. Each Lot shall contain only one (1) Building, which contains one (1) or two (2) (no more than 2) Living Units, each of which such Living Units shall be used solely as a residence by a single Family. A Lot containing a Building, which contains two Living Units, shall, either by way of the initial Plat, or by way of a resubdivision plat applicable to such Lot, be subdivided into the same number of Units as it contains Living Units.

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

Section 5. "City" shall mean and refer to the City of Columbia, Missouri, a municipal corporation of the State of Missouri. The Parcel and the Annexation Parcel lie within the corporate limits of the City and are subject to the jurisdiction of the City.

Section 6. "Class A Member" shall mean a Class A Member of the Association and shall mean a Unit Owner of a Unit owned by a person other than the Developer and its assignees; provided that if the Developer holds a Unit for rental or lease purposes, it shall be the "Unit Owner" with respect to such Unit, and shall be deemed to be a "Class A Member" with respect to such Unit held for rental or lease purposes. If a Unit is rented or leased by the Developer, or any assignee of any of the Developer's rights hereunder, or any Class B Member, then, immediately upon the renting or leasing thereof, the Unit Owner of such Unit (regardless of whether same is the Developer or any assignee of the Developer or the holder of any other Class B membership rights) shall become a Class A Member of the Association with respect to such Unit, and shall, with respect to such Unit, be subject to assessment as a Class A Member. Such Unit shall continue after such renting or leasing to be a Unit to which Class A membership rights and duties and obligations attach. The qualifications for Class A membership are set forth below in Article II.

Section 7. "Class B Member" shall mean a Class B Member of the Association and shall mean the Developer or any person to whom the Developer shall have assigned all or a portion of its rights as the Developer under the terms and provisions of the Declaration. Except as specifically provided in Section 11 to the contrary, with respect to Deeds of Trust, mortgages or security instruments executed by the Developer, a conveyance by the Developer by Warranty Deed, Deed of Trust or other conveyance shall not be deemed to be an assignment of any of its rights as the Developer, unless such rights are specifically mentioned therein. Such rights can otherwise be assigned only by an assignment, by the Developer, which specifically refers to the rights of the Developer under this Declaration.

Section 8. "Common Area" shall mean any real estate contained within the Plat, other than the Units, and shall also mean any Common Area or Common Lot or Common Unit, or any other Common Improvements or Common Areas shown upon any Plat, and it shall further include any land containing any entryway monuments, entryway decorations or signs and all portions thereof, for the Development, and all entryway structures for the Development, and land containing the landscaping placed at any entrances of the Development or any portions of the Development, and shall further include the following:

– The land containing entryway signs and monuments located at the entrances to the Development;

– Any Landscape Easements, Landscaping and Sign Easements and Landscaping and Sign Easements or similar Easements shown by the Plat, and any areas intended to serve as sites for entryway signs and entryway monuments for the Development; and

– Any other Common Areas shown by the Plat or any future Plat, or created by deed or conveyance;

– Any land within street islands or medians;

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

– Any land containing any bicycle or pedestrian Trails or Paths located within the Development, which are intended for use by the Lot Owners and Unit Owners of all Lots or Units or certain Lots or Units located within the Development, and any Pedestrian Trail or Path Easements therefor;

– All easements established by any Plat or otherwise as easements for landscaping, signs, Paths and Trails hereinafter described;

– Any Common Area shown by, or denoted as a Common Area upon, any Plat;

– Any Land dedicated by the Developer or the Developer's assignees as Common Area, or conveyed to the Association as such;

– All easements which are not publicly held, and which are located throughout the Development, at any locations, and which are shown by any Plat, or which are dedicated by any grant of easement, including, but not limited to, any Drainage Easements (which are not publicly held), Scenic Easements, Trail Easements, Pedestrian Easements, Sign Easements, Landscaping Easements, Pedestrian Access Easements and other Easements of every kind, nature and description whatsoever which are not publicly held.

In addition, any lots, units or parcels shown by a Plat, which bear a "C" designation (example, "1C," "2C," "3C," "6C," "41C," "42C," etc. as shown by Vintage Falls Plat 1-A) shall be and shall be deemed to be a "Common Area." Certain of the "Lots" as shown by Vintage Falls Plat 1-A, and as may be shown by other Plats, are (or will be), by such Plat, already subdivided into Units and Common Area. For example, Lot 1 of Vintage Falls Plat 1-A, which consists of lots shown by such Plat (herein referred to as "Units"), described as 1A, 1B and 1C, has by Vintage Falls Plat 1-A already been subdivided (or resubdivided) into Units (1A and 1B) and Common Area (1C). The "C" designated lots or units or parcels as shown by the Plat are and shall be intended to be "Common Areas." The "A" and "B" described lots, units or parcels shown by a Plat are and shall be intended to be Units for all purposes under this Declaration. For example, Lots 1A and 1B as shown by the Plat of Vintage Falls Plat 1-A are Units, whereas Lot 1C or parcel 1C is a Common Area or Common Element.

Section 9. "Common Elements" shall mean the Common Areas described in Section 8 above, and all structures and improvements now or hereafter erected or constructed thereon and any other Common Areas hereafter designated as Common Area and any Lots or parcels or easements of any kind which the Developer may hereafter choose to call a Common Area or Common Element (with the consent of the Association's Board) and any other parcels or tracts which the Developer, in the Developer's discretion, may (with the consent of the Association's Board) hereafter designate as "Common Area", and all buildings, structures and other improvements located thereon. The "Common Elements" shall further include:

– Landscape and Sign Easements shown by the Plat, and signs, monuments, structures and landscaping located thereon, and any lighting or irrigation systems or other improvements located thereon;

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

– Any other Sign or Landscaping Easements located at any location in the Development;

– Any landscaped street islands or medians;

– Any and all improvements located on any Common Area;

– Any Pedestrian Trail or Path Easements established by the Plat or otherwise, and all paths, trails and walks and associated improvements located therein;

– Any Trail or Path Easements established by the Plat or otherwise, and all Paths, Trails, walks and other improvements therein and thereon;

– Any other Common Areas or Common Elements established by this Declaration, or by any Plat or any grant from or declaration of the Developer, or otherwise;

– All ditches, swales and other drainageways and drainways, and drains and drainage structures of every kind, nature and description whatsoever located within any Common Area;

– Drainageways and drainways and drainage provided for by any Common Area.

Section 10. "Declaration" means this instrument.

Section 11. "Developer" shall mean and refer to Fairway Meadows Corporation, a corporation of the State of Missouri, and shall further refer to any person or persons to whom such corporation, or its successors, shall assign all or any portion of its rights as the Developer under the terms of this Declaration. A conveyance by the Developer by Warranty Deed or otherwise shall not be deemed to be an assignment of any of the Developer's rights as the Developer unless such rights are specifically mentioned in such conveyance. Such rights can only be assigned by a written assignment, deed, deed of trust or other similar instrument by the Developer, which specifically refers to the rights of the Developer under this Declaration. The provisions of this Section 11 to the contrary notwithstanding, a conveyance by the Developer of any of the Property by deed of trust or mortgage, shall be deemed to carry therewith all of the rights of the Developer, as set forth in this Declaration, with respect to the property subject to the deed of trust or mortgage, including all architectural control rights attributable thereto, and all Class B voting rights attributable thereto. In other words, a conveyance by the Developer by deed of trust or mortgage shall be deemed to include therein all rights of the Developer (and Class B memberships) with respect to the real estate described in such deed of trust or mortgage, which shall be subject to the lien of the deed of trust or mortgage.

Section 12. "Development" shall mean the Parcel (including any portions of the Annexation Real Estate hereafter annexed to the Parcel, if any), and all Buildings and improvements located thereon, and all Lots and Units therein, and all rights pertinent thereto.

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

Section 13. "Family" shall be deemed to mean an individual or married couple, and the children thereof, and no more than two other persons related directly to the individual or married couple by blood or marriage, occupying a single Living Unit with 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 kitchen facilities in addition to those utilized by the family. The above provisions of this Section to the contrary notwithstanding, two unmarried adults, and their respective children, may occupy a Living Unit and shall be a "Family." Short term guests shall be permitted, and there shall be no prohibitions upon renting or leasing of Living Units. The above provisions of this Section to the contrary 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 a single Living Unit as a not for profit, cost sharing arrangement. In other words, three (3) persons living together in a single Living Unit, not all of whom are related by blood, marriage or adoption to each other, shall, in addition to a "Family", as defined above, also, for purposes of this Declaration, be deemed to be a "Family." There shall be no prohibitions upon renting or leasing of Living Units. The provisions of this Section to the contrary notwithstanding, and any of the provisions of this Declaration to the contrary notwithstanding, if the provisions of the applicable zoning ordinances, as such ordinances are now in effect or as they shall, hereafter, be enacted, modified or amended or placed in effect, define a "Family", in a more restrictive manner, then the more restrictive definitions of the applicable zoning ordinances (including those hereafter put into effect) shall apply and shall define a "Family" for all purposes of this Declaration.

Section 14. "Landscaping Easements" or "Landscape Easements" or "Landscaping ESMTs" or "Landscape ESMTs" or "Sign Easements" or "Sign ESMTs" (all of such terms shall be synonymous) shall mean and refer to any Landscaping Easements, Landscaping ESMTs, Landscape Easements, Landscape ESMTs, or Sign Easements or Sign ESMTs, or Landscape and Sign Easements, or Landscape and Sign ESMTs, established by a Plat, and all land contained therein and all improvements located thereon, all of which such Easements shall be Common Elements, and shall be owned by, held by and controlled by the Association, and are established by the Plat for the benefit of the Association and for the benefit of all Lot Owners and Unit Owners. All land contained within the boundaries of any of such Easements shall be subject to the control of, and to the obligations of maintenance, repair and replacement by the Association, as hereinafter specifically described in this Declaration.

Section 15. "Limited Common Areas" means and includes those Common Areas which are reserved for the use of a certain Unit or certain Units, and the owners and occupants thereof, to the exclusion of all other Units, and the owners and occupants thereof.

The Common Areas located within each Lot (as defined in Section 18 below) are, subject to certain exceptions hereinafter set forth in this Declaration, Limited Common Areas reserved to the exclusive use of the Unit Owners of the Units located within such Lot, and the family members of the family of such Unit Owners and their guests and invitees, to the exclusion of all other Units and the Unit Owners and occupants thereof. Common Areas located within each Lot which are located within any privacy fence, private courtyard or similar private area for a Unit shall be Limited Common Areas reserved for the exclusive use of the Unit Owner of the Unit intended to be served

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

thereby, and the family members of the family of such Unit Owner, and their guests and invitees, to the exclusion of all other Unit Owners and the occupants of all other Units.

Section 16. "Limited Common Elements" means and includes those Common Elements which are reserved for the use of the owners or occupants of a certain Unit or certain Units, to the exclusion of all other Units and the owners or occupants thereof.

Section 17. "Living Unit" or "Dwelling Unit" shall mean that part of a Building designed and intended as a residence for a single Family. Each Lot (as defined herein) is intended to contain a single Building (as defined herein), and the building site, upon which each Building will be located, is intended to be a "Lot," as defined in Section 18 below. Each Lot (as defined in Section 18 below) will contain only one (1) Building. The Building placed on each such Lot may contain one or two (2) Living Units, but no more than two (2) Living Units. It is intended that each such Lot will, therefore, be occupied by a single Building, which will contain either one (1) or two (2) Living Units. A Living Unit will be a part of a "Unit." The term "Unit" means that part of the Lot which contain a single Living Unit, and which is intended to be owned by and to be conveyed to the Unit Owner of such Unit; meaning that the Unit shall consist both of (and each of) the land containing the Living Unit and the Unit itself. Each Living Unit shall be used only as a residence by a single Family.

Section 18. "Lot" shall mean each of the Lots, as described in this Section 18, which is shown by the Plat. The term "Lot," as it refers to Vintage Falls Plat 1-A, shall mean each of the numbered Lots, as shown by the Plat, and for this purpose (for the purpose of defining a "Lot"), parcels shown by the Plat which bear the same number, but which respectively bear "A," "B" and "C" designations shall be aggregated together and shall constitute a single Lot. For example, the following, as shown by the Plat of Vintage Falls Plat 1-A, shall constitute a single Lot for purposes of this definition and for purposes of this Declaration and for all purposes under this Declaration:

- 1A, 1B and 1C shall constitute a single "Lot," "Lot 1;"
- 2A, 2B and 2C shall constitute a single "Lot and shall constitute "Lot 2;"
- 3A, 3B and 3C shall constitute a single "Lot" and shall constitute "Lot 3;"
- 35A, 35B and 35C shall constitute a single "Lot" and shall constitute "Lot 35."
- All other numbered Lots which are divided into Lots "A," "B" and "C" will be treated in the same manner.

Although the Plat of Vintage Falls Plat 1-A, and other Plat may pre-subdivide Lots into Units and Common Areas, by the use of "A," "B" and "C" designations, as described herein (and as shown by the Plat of Vintage Falls Plat 1-A), all parcels which bear the same number, and which bear such letter designations of "A, B and C" shall be aggregated together, for purposes of this definition and for all purposes under this Declaration, and shall, as so aggregated constitute a single "Lot," with the "A" and "B" designated parcels to be Units and with the "C" designated parcels to be Common Area. For example, lots 1A, 1B and 1C, as shown by Vintage Falls Plat 1-A shall, in the aggregate,

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

constitute a single lot, Lot 1, with lots 1A and 1B as shown by the Plat, constituting Units, and lot 1C as shown by such Plat, constituting a Common Area; the Common Area located within Lot 1.

As the term "Lot" is described in this section 18, Vintage Falls Plat 1-A contains forty-three (43) Lots, constituting numbered Lots 1 through 43, as shown by Vintage Falls Plat 1-A. [Any Lots or parcels or tracts shown by such Plat or any other plat which start with the letter "C" (example "C1"), as opposed to a number shall be and shall be deemed to be Common Area for all purposes.]

When, by any Plat, parcels, tracts or lots or units shown by such Plat, bear the same number, but bear letter designations (example 36A, 36B and 36C), all such parcels, tracts, lots or units which bear the same number but separate letter designations, A, B and C, shall be aggregated together and shall be a "Lot" for all purposes under this Declaration and for all purposes of the Development subject to this Declaration.

Numbered Lots, which are not divided by a Plat into separate "A," "B" and "C" lots, shall be a "Lot," but must, before the first Living Unit thereon is occupied as a residence, be resubdivided by Plat into Units and Common Area.

Each "Lot," as defined herein, is to be a building site for one Building, a single Building, which such Building shall contain one (1) or two (2) Living Units. Each Lot shall, therefore, contain one or two Units.

The provisions of this Section notwithstanding, and any provisions of this Declaration to the contrary notwithstanding, the Developer shall have the right as to any Lots owned by the Developer, without the consent of any persons whomsoever, to:

a. Change the Lot lines;

b. Subdivide Lots so as to create additional Lots or so as to create Units;

c. Combine such Lots or the Units thereon so as to reduce the number of Lots or Units;

d. Otherwise amend or change the Lot lines of such Lots;

e. Subdivide such Lots into one or more Lots or one or more Units, and/or Common Area.

In addition, the Developer reserves the right to approve of all Plats which subdivide Lots owned by others into Units and Common Area or which alter the Lot lines of such Lots owned by others, or which subdivide such Lots or which provide for the creation of additional Lots.

The number of Lots or Units may, therefore, be changed by or with the consent of the Developer.

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

The Developer may not, however, change the Lot Lines or Unit Lines or boundaries of any Lot or Unit owned by a Lot Owner or Unit Owner other than the Developer, or subdivide any such Lot or Unit, or alter the Lot Lines or Unit Lines of any Lot or Unit owned by a person other than the Developer, or in any manner modify or amend the Lot Lines or Unit Lines of Lots or Units owned by persons other than the Developer, without the prior written consent of the Lot Owner or Unit Owner thereof.

The location and description of each Lot shall be fixed by the Plat (provided that the Plat may be amended in the manner described herein in this Section). As to certain of the Lots, the sizes, widths, and descriptions for Units located within such Lot are shown by the Plat. For example, the Plat of Vintage Falls Plat 1-A, identifies the boundaries of various Units, such as, by way of example:

- Units 1A and 1B;
- Units 2A and 2B;
- Units 3A and 3B;
- Units 35A and 35B;
- Units 36A and 36B.

Such Plat of Vintage Falls Plat 1-A also identifies and describes various Common Areas, all of which are designated by the "C" designation, such as, by way of example:

- 1C, a Common Area;
- 2C, a Common Area;
- 42C, a Common Area.

Where a Plat subdivides a Lot into Units and Common Area, the sizes, widths and descriptions for the Units located within such Lot are as shown by the Plat (subject to any modifications or amendments made of such Plat).

A typical Lot will contain one (1) Building which contains two (2) Living Units. A typical Lot will contain two (2) Units (each of which contains a Living Unit) and Common Area, which such Common Area may be designated on the Plat as a "Common Unit" or a "Unit" or as "a 'C Unit'". For example, parcels, units or tracts as shown by the Plat of Vintage Falls Plat 1-A, 1C, 2C, 3C, 41C, 42C, and similar parcels, are Common Units and are, therefore, Common Area.

Certain Lots may contain only one (1) Living Unit, and may, therefore, contain only one (1) Unit and Common Area.

Regardless of the number of Living Units contained within a Lot, such Lot must be subdivided (by the original Plat or by a resubdivision plat applicable to such Lot) into one or more Units (the same number of Living Units as are erected on the Lot) and Common Area, and the Common Area must be conveyed to the Association (before any Unit located in such Lot is occupied as a residence). The division of a Lot into Units and Common Area, either by the original Plat or by a subdivision or resubdivision plat applicable to a Lot, shall be compulsory and not optional.

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 1 9 2005

The boundaries of a Unit are generally intended to be established on a "Zero Lot Line" basis, where the boundaries of a Unit include only the exterior wall surfaces of the Living Unit located within the Unit; provided that such boundaries may be expanded so as to include private patios and gardens, or such boundaries may be expanded so as to provide private lawn areas or privacy areas for the Unit Owners, or so as to square off the Units in order to make them easily describable and/or easily identified by Plat or survey. It is intended that each Unit shall be expanded to the rear of the Lot. However, regardless of whether the boundaries of the Units are established on a Zero Lot Line basis, all areas of the land within each Lot, located outside of (to the exterior of) the exterior walls of the Living Unit(s) located on such Lot, and outside of private porches, patios, or other private areas, shall be and shall be deemed to be, and shall be treated the same as, and for all purposes constitute Common Area, and whether or not owned by the Association shall be deemed to be owned by the Association, and shall be subject to easements running in favor of the Association, the terms of which shall be such that all such areas shall be treated as and shall for all intents and purposes be Common Area, and shall be subject to the management, direction, supervision, maintenance and control of the Association, like all other Common Areas in the manner described by this Declaration.

Each Lot, before or following the completion of the Building located within the Lot, will contain as many Units as there are Living Units located within such Building. Each Lot shall, therefore, be subdivided (by the original Plat or by a resubdivision plat or survey) into the same number of Units as there are Living Units located within the Lot, and Common Area, before any Living Unit is occupied as a residence. Even those Lots which contain only one (1) Living Unit must be subdivided into a Unit and Common Area. Such subdivision is not voluntary. It is mandatory.

All real estate located within the boundary lines of a Lot, on the exterior of the exterior walls of the Building located upon such Lot, and on the exteriors of the private patios, private courtyards and similar privacy areas on the Lot, shall be Common Area, and shall be treated as Common Area, and shall be deemed to be owned by the Association as Common Area, whether or not conveyed to the Association as such; meaning that all areas of real estate/land located within each Lot, to the exterior wall lines of the Building located upon such Lot, and to the exterior of the private patios, private courtyards and similar privacy areas on such Lot, shall be and shall be deemed to be and shall be treated as Common Area, and shall be subject to permanent, irrevocable, easements running in favor of the Association, the terms of which shall be such that all such areas shall be and shall be deemed to be and shall be treated as Common Area, for all purposes, whether or not conveyed to the Association or owned by the Association as such.

Section 19. "Lot Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Lot.

Section 20. "Parcel" means the entirety of that parcel of land platted as Vintage Falls Plat 1-A, by that Plat of Vintage Falls Plat 1-A hereinabove described in the foregoing Recitals. The word "Parcel" shall further mean any part of the "Annexation Parcel" which is hereafter annexed by the Developer to the Development provided for by this Declaration, and is made subject to this Declaration by the Developer, pursuant to the following provisions of this Declaration dealing with Annexation; provided, however, that the Developer makes no warranties, representations nor guarantees that any part of the Annexation Parcel will hereafter be annexed to the Development, or

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

be subjected to this Declaration. The word "Parcel" shall not include any part of the Annexation Parcel before such part of the Annexation Parcel is annexed to the Development provided for by this Declaration (pursuant to the following provisions of this Declaration dealing with Annexation), and this Declaration shall have no effect whatsoever on any part of the Annexation Parcel not hereafter annexed to the Development provided for by this Declaration, by the Developer, pursuant to the following provisions of this Declaration dealing with Annexation. The Developer may or may not amend certain portions of this Declaration as same apply only to those portions of the Annexation Parcel hereafter annexed to the Development, in any manner or respects which the Developer finds to be appropriate. The Developer shall have the sole, unlimited and unfettered discretion in determining whether any portion of the Annexation Parcel shall be annexed to the Development and made subject to this Declaration.

Section 21. "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Section 22. "Plan" means the PUD Plan for the land approved by the City for The Villas at Vintage Falls; it being understood that the Parcel and any portion of the Annexation Parcel annexed to the Development shall be developed in a manner which substantially comports with the Plan, or is substantially similar to the Development provided by the Plan.

Section 23. "Plat" means the following:

– The Plat of Vintage Falls Plat 1-A, as shown by "Administrative Plat of Vintage Falls Plat 1-A, a replat of Vintage Falls Plat 1" recorded in Book 2631 at Page 116 of the Real Estate Records of Boone County, Missouri; and

– Any plat for any portion of the Annexation Parcel hereafter annexed to the Development which subdivides such portion of the Annexation Parcel into Lots and/or Lots and Units, and shall further mean the following:

– Any plat or replat of any Lot which subdivides such Lot into Units and Common Area; and

– Any amendments, plattings, replattings, or modifications of any such Plats or any portion of any land which is platted by any of such Plats.

The Developer reserves the right, pursuant to Section 18 above, to amend a Plat as to any portion of the Parcel which is owned by the Developer, but not as to any Lots or portion of a Parcel owned by persons other than the Developer.

If any portion of the Annexation Parcel is hereafter annexed to the Development provided for by this Declaration, then the word "Plat" shall also mean and refer to the Plat for each part of such portion of the Annexation Parcel which subdivides same into Lots or Units, and any amendments, plattings, replattings or modifications thereof, with, again, the Developer reserving those rights as to such Plat as are described in Section 18.

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

If a Lot is hereafter, by Plat, subdivided into Units or parcels smaller than the entire Lot, then each such Plat which so subdivides a Lot shall be considered to be a "Plat."

No Plat of any portion of the Parcel shall hereafter be recorded by any person other than the Developer, or any assignee of the Developer's Rights under this Declaration, unless such Plat is approved by the Developer or by the Board of the Association or by its Architectural Control Committee, whoever or whichever holds the Architectural Control Powers, and the powers to grant Architectural Control approval, in accordance with ARTICLE VII of this Declaration, at the time when the Plat is recorded. Plats which are not prepared by the Developer or assignees of the Developer's rights as the Developer must, therefore, be approved in accordance with the Architectural Control provisions of this Declaration.

Section 24. "Property" means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including any Building or Buildings, and all other buildings, and structures placed therein, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Lot Owners and Unit Owners.

Section 25. "Record" means to record in the Office of the Recorder of Deeds of Boone County, Missouri, wherein the Property is located.

Section 26. "Residential Building" shall mean and refer to a Building, as each Building shall be a Residential Building containing one (1) or two (2) Living Units, each of which shall be occupied by one (1) Family, for use by such family as a residence, with each such Living Unit to be used only as a residence.

Section 27. "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.

Section 28. "Trails" or "Paths" shall mean and refer to pedestrian and/or bicycle paths or trails shown upon any Plat. "Trail Easements" or "Path Easements" or "Pedestrian Easements" shall mean and refer to any easements provided for by the Plat for any Pedestrian and/or Bicycle Path or Trail. All Pedestrian and/or Bicycle Paths or Trails, and all Paths and Trails, and the Easements therefor, shall be Common Elements of the Association, and shall be held by the Association for the use of all Units Owners, and all Paths, Trails and other improvements located within any Path, Trail or Easement therefor, shall be Common Elements of the Association, for use by all Unit Owners.

Section 29. "Unit" shall mean and refer to a portion of a Lot (as defined in Section 18 above) which contains or is to contain a single Living Unit (example: each of 1A, 1B, 2A, 2B, 3A and 3B, as shown by the Plat of Vintage Falls Plat 1-A), but shall not refer to any "Common Units" (examples of 1C, 2C, 3C, etc. shown by Vintage Falls Plat 1-A) or "Common Area", which Common Units and Common Area shall be Common Area and Common Elements as defined herein. The term "Unit" shall also include that portion of the Building located upon the Lot which contains a single Living Unit. A "Unit" shall, therefore, mean, collectively, the Living Unit and the Land containing the Living Unit. Every Living Unit located within the Parcel shall be located upon, and

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

shall constitute a part of a Unit, regardless of how the real estate containing such Living Unit shall be described. When a Unit Owner acquires ownership of a Living Unit, or of a dwelling or residence located within the Parcel he shall be deemed to have acquired a Unit, and the boundaries of the real estate acquired by the Unit Owner shall be deemed to constitute the boundaries of a Unit of the Development. The boundaries of a particular Unit must be established by the original Plat or by a the final Plat or survey for the particular Lot within which the Unit is located. The boundaries of a particular Unit shall be deemed to include therein the exterior surfaces (the outside surfaces) of all exterior walls (other than interior, common party walls) of the Living Unit located within (and making up a part of) the Unit (regardless of where such boundary lines are actually located) and all private patios, private courtyards and similar privacy areas or such Living Unit (regardless of where such boundary lines are actually located). The boundaries of Units which abut upon other Units, shall be deemed to pass through the center of all interior, common or party walls between the Living Units, regardless of where such property lines might actually be located.

Section 30. "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit.

ARTICLE II
MEMBERSHIP IN THE ASSOCIATION

Every Unit Owner of a Unit which has been conveyed or rented by the Developer or its assignees, or successors in ownership, or which is used as a residence, shall automatically be a Class A Member of the Association, shall be subject to the jurisdiction of the Association, shall be subject to assessments levied by the Association under the following provisions of the Declaration, and shall be entitled to all rights and privileges of Class A membership in the Association. Class A membership in the Association shall not be optional. There shall be one (1) Class A membership attributable to each Unit. Class A membership shall automatically attach to ownership of a Unit, and ownership of a Unit shall subject the Unit Owner thereof to all duties and obligations of Class A membership, and to assessments levied by the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation as members of the Association. There shall be one (1) Class A membership in the Association appurtenant to the ownership of any Unit which is subject to assessment by the Association. Class A membership in the Association shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association. Class A membership in the Association cannot, under any circumstances, be partitioned or separated from ownership of a Unit subject to the jurisdiction of the Association. Any covenant or agreement to the contrary shall be null and void. No Unit Owner shall execute any deed, lease, mortgage or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding membership in the Association, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage or instrument purporting to affect the one without including also the other, shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. The Developer, or those to which it assigns all or any part of its rights as the Developer under the terms of the Declaration shall be the sole Class B Members of the Association. The Developer, and those to which it assigns all or any portion of its rights as the Developer under the terms of the Declaration shall become Class A Members upon and following the termination of Class B memberships as hereinafter provided in the

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

Declaration, for each Unit in which they hold the interest required for Class A membership by this ARTICLE II. The Developer and its assignees, and successors, shall, before the termination of Class B memberships, also be Class A members for each Unit held for rental or lease purposes and for each Unit owned by them which is occupied as a residence; any Units being held for rental or lease purposes or occupied as residences being automatically deemed to be Class A Units, which are subject to assessment under the following provisions of this Declaration. Except as hereinabove specifically provided to the contrary in Section 11 of ARTICLE I of this Declaration with respect to Deeds of Trust, mortgages and security instruments executed by the Developer, rights of the Developer shall not otherwise be deemed to be assigned by any Warranty Deeds or other conveyances made or given by the Developer, unless such rights are specifically mentioned therein. Rights of the Developer, including Class B voting rights, can otherwise be assigned only by a written assignment, properly recorded, which specifically refers to the rights of the Developer hereunder, and the Class B voting rights, and assigns all or a portion of such rights. The Developer can assign all or a portion of its Class B voting rights, hereinafter set forth, to other Builders or Lot Owners who build within the Development, but such assignment shall be made solely by a specific reference in the Deed or conveyance, or by a separate written assignment which specifically refers to such rights, and is properly recorded. If any Class B voting rights are so assigned by the Developer to other Builders or Lot Owners or developers, the assignee shall be deemed to lose one (1) Class B vote for every Unit conveyed, leased or rented by him or it to another person. If a Unit is sold, leased or rented by the Developer, or any assignee of the Developer's rights hereunder, or the holder of any Class B membership rights hereunder, or if a Unit is occupied as a residence, then the Class B membership, if any, attributable to such Unit shall cease, and such Unit shall automatically have (from the date of the first sale, renting, leasing or occupancy thereof) a Class A membership attributable thereto and attached thereto, and the Unit Owner of such Unit shall become, with respect to such Unit, a Class A Member, subject to all duties, obligations, assessments, rights and privileges of Class A membership attributable to such Unit, regardless of whether such Unit Owner is the Developer or any other Class B Member. If a Unit is rented or leased by the Developer or any other Class B Member, or any assignee of any of the Developer's rights hereunder, or if a Unit is occupied as a residence, then such Unit shall be deemed to have been "conveyed", for purposes of determining the termination of Class B membership rights under the terms of ARTICLE III hereof. Notwithstanding anything to the contrary hereinabove set forth in the Declaration, in the event a Class A membership has not earlier attached to a Unit under the above provisions of this ARTICLE II, such a membership shall attach to such Unit, and the Class B membership attributable to such Unit shall terminate, if not earlier terminated, upon the earliest to occur of the following events:

(a) Twelve (12) months have expired following substantial completion of the Building located upon the Lot which contains (or is to contain) the Living Unit of such Unit; or

(b) Twenty-four (24) months have expired following the start of work for the construction of the Building located upon the Lot which contains or is to contain the Living Unit of such Unit;

(c) Class A membership has been attached to another Unit located within the Lot within contains or is to contain such Unit and a period of more than six (6) months has expired following the date when such Class A membership attached to such other Unit;

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document BOONE COUNTY MO JAN 19 2005

(d) Such Unit has been conveyed, rented or leased to someone other than the Developer or the Builder who builds the Building containing the Living Unit located on the Unit or such Living Unit has been occupied as a residence;

(e) Any Living Unit located within the Lot which contains such Unit has been occupied as a residence for a period of more than twelve (12) months;

ARTICLE III
VOTING RIGHTS

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

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

Class B. The Developer, and those to which it assigns all or any portion of its rights as the Developer, under the terms of this Declaration, shall, at the outset, be entitled to ninety (90) Class B votes; there being eighty-six (86) Class B votes attributable to the forty-three (43) Lots (Lots 1 - 43) (2 votes per Lot) within Vintage Falls Plat 1-A, the initial Parcel (there being one (1) Class B vote for each of the anticipated eighty-six Units to be placed within Vintage Falls Plat 1-A), and there being an additional four (4) Class B votes. At the outset, therefore, the Developer shall have ninety (90) Class B votes. If portions of the Annexation Parcel are hereafter annexed to the Development, then the number of Class B votes will be increased by the number of anticipated Units to be placed within each such portion of the Annexation Parcel which is so annexed. For example, if a portion of the Annexation Parcel is annexed to the Development, and is subdivided by Plat into twenty (20) Lots, then the number of Class B votes shall be increased by forty (40) Class B votes as it is anticipated that there will be two (2) Units (two Living Units) within each Lot. There shall be one (1) Class B vote attributable to each Unit which is contained within any portion of the Annexation Parcel which is annexed to the Development. The aggregate number of Class B votes from time to time in existence shall be increased and reduced as follows:

(a) If a Lot is conveyed by the Developer, without an assignment of the Class B votes attributable thereto, then the number of Class B votes shall be reduced by the number two (2).

(b) If the Developer retains ownership of a Lot and builds a Building thereon and then sells the Units within such Lot, then the number of Class B votes shall be reduced by the number "one (1)", as each Unit within such Lot is sold, rented, leased or otherwise disposed of, or is first occupied as a residence;

(c) In any event, the Class B vote attributable to a Unit shall cease and terminate as hereinabove provided in ARTICLE II of this Declaration, and all Class B votes shall cease and terminate as hereinafter provided in this ARTICLE III of this Declaration; and

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

(d) As portions of the Annexation Parcel are annexed to the Development the number of Class B votes shall be increased as described above.

All Class B voting rights and memberships if not previously terminated shall terminate.

(i) When the Developer and the Developer's assignees of Class B memberships, cease to own any Lot or Unit within the Parcel which then constitutes the Development, and a period of more than thirty-six (36) months has expired since the Developer and the Developer's Assignees of Class B Memberships have last annexed any portion of the Annexation Parcel to the Development (or more than 36 months have expired since the last part of the Annexation Parcel has been annexed to the Development) and a period of more than thirty-six (36) months has expired since the Developer and the Developer's Assignees of Class B Membership last owned a Unit or Lot within the Parcel; or

(ii) On January 1, 2045; or

(iii) The Developer so determines at an earlier date by recording, in the real estate Records of Boone County, Missouri, a written instrument evidencing such determination on the Developer's behalf.

A failure of the Developer to cast its Class B votes or to exercise any of its rights as the Developer shall not constitute a waiver of such votes or such rights. If the Developer on any occasion elects not to cast its Class B votes (and it may elect to do so if it, in its sole, absolute, unlimited and unmitigated discretion deems it appropriate to do so), and if it permits all members of the Board of the Association to be elected for any year by the Class A members of the Association (which it shall be permitted to do), it shall not, under any circumstances whatsoever, have waived its right to cast such Class B votes at any time in the future. In other words, the Developer may from time to time relinquish control of the Association by not casting its Class B votes, and then reassert such control at any later time or times of its choosing.

Automatically, on the date of termination of a Class B membership attributable to a Unit, a Class A membership shall attach thereto.

ARTICLE IV
UNITS

Section 1. Descriptions of Units and Boundaries of Units. All Units shall be legally described by the identifying letter, number or other designation pertaining to such Unit, as shown on the Plat, and every such description shall be deemed good and sufficient for the purposes. Any description of a Unit shall be deemed to include and convey, transfer, encumber or otherwise affect the Owner's corresponding membership in the Association, though the same is not expressly mentioned or described therein. Ownership of a Unit and of the Owner's corresponding membership in the Association shall not be separated nor shall any Unit, by deed, plat, court decree or otherwise be subdivided or in any other manner separated into tracts or Parcels smaller than the whole Unit. No Unit Owner shall by deed, plat, lease or otherwise subdivide or in any other manner, cause his Unit to be separated into any tracts or Parcels smaller then the whole Unit. Nothing contained

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

herein, however, shall prevent partition of a Unit as between co-owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind. No Unit Owner shall own any sewers, pipes, wires, conduits, or utility lines, contained on, within, or beneath his Unit, which serve Units in addition to his Unit as such items, if not publicly owned, shall be deemed to be a part of the Common Elements. Any sewer lines, electrical lines, water lines, or other utility lines or equipment, contained within the Parcel, or which make up a part of the Property (including those within the boundary lines of any Units), other than those publicly owned, which service more than one Unit, shall be deemed to be a part of the Common Elements, and shall be owned by the Association for the benefit of all Units served thereby, and the Unit Owners of such Units, and shall be maintained by the Association as a part of the Common Elements, for the benefit of the Unit Owners of the Units served by such sewer lines, water lines, electrical lines and utility lines, and the Unit Owners of any Units within the boundary lines of which such lines or equipment are located shall be required to afford access, at any reasonable time, to the Association for the purposes of performing necessary maintenance or repair upon or replacement of such lines or equipment; provided, however, that notwithstanding anything to the contrary at any place appearing in this Declaration, all costs of repair, maintenance and replacement of such lines or equipment which are designated hereby as "Common Elements", shall be shared, equally, by the Unit Owners of the Units serviced thereby and such Unit Owners shall be required to reimburse the Association, forthwith, for all of its costs and expenses incurred in repairing and replacing such lines or equipment. The provisions of this ARTICLE IV are not intended to provide that individual "customer service lines" or "laterals", or sewage lines, water lines or other utility lines which service only one Unit shall be made a part of the Common Elements, as such lines (regardless of whether located within the boundary lines of Units or the Common Areas) shall be deemed to be owned by the individual Unit Owners of the Units serviced thereby, who shall be required to repair, maintain and replace same at their sole expense, and, in the event, utility lines or sewer lines or facilities serving another Unit are located within the boundary lines of a Unit other than the Unit so served thereby, the Unit upon which or within which same are located shall be imposed with an easement, in favor of the Unit served thereby, for the continued location, maintenance, servicing and repair thereof, and the Owners of the Unit occupied by same, shall be required to afford access to the Owners of the Unit served thereby, at all reasonable times for the purposes of performing necessary maintenance, repair or replacement of such utility lines, facilities or equipment. Each Unit, within the boundary lines of which a sewer line, water line or utility line servicing more than one Unit, or servicing another Unit, exists, shall be imposed with an easement, in favor of the Association, and in favor of the Unit or Units served by such lines, for purposes of affording the Association and the Owners of the Units served by such lines, access to maintain, repair or replace such line or lines, provided that the Association or the Unit Owners performing the maintenance, repair or replacements, or causing same to be performed or on whose behalf same are performed, shall be liable for all damage and disruption of the Unit caused by same, and shall promptly restore the Unit to its previously existing condition.

Section 2. Further Descriptions of Units/Zero Lot Line Units. The boundary lines of the Units on a Lot may be established by the "Zero Lot Line" concept, or may include (and it is anticipated that they will include within the boundaries of the Units) private courtyards, private patios or similar privacy areas. The Plat of Vintage Falls Plat 1-A, actually establishes the boundary lines of certain of the Units within the Lots shown by such Plat. With respect to such Plat, those tracts, lots or parcels shown as "A" and "B" are intended to be "Units." Those lots, tracts or parcels shown as "C" are and shall be "Common Area," and shall be owned, held and owned by (and shall

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

be conveyed to) the Association as Common Area. Any Lots which are not so subdivided by the original Plat identifying such Lots into Units, shall be subdivided by resubdivision Plat of such Lots, into Units and Common Area before the first Unit on such Lot is sold or conveyed to a Unit Owner, other than the Developer, the Developer's Assignees of the Developer's rights as a Class B Member, or the Builder, or any Unit on such Lot is occupied as a residence. Subdivision of each Lot into Units and Common Area shall not be optional but shall be mandatory and compulsory. The Developer must approve any subdivision plat or resubdivision plat as to any Lot which subdivides such Lot into Units and Common Area.

Section 3. Resubdivision. Any provisions of this Declaration to the contrary notwithstanding, the Developer reserves the right to subdivide Lots, to amend Lot lines, to change Lot lines, to alter Lot lines, to replat the Lot and to otherwise amend the Plat as to land owned by the Developer.

Section 4. Further Description of Lots and Units. The boundary lines of real estate containing each Building (which contains one or two Living Units) shall constitute a Lot for all purposes. Each Lot shall, by the original Plat which identifies such Lot and establishes its boundary, or by resubdivision plat which subdivides such Lot into Units and Common Area, be subdivided into the same number of Units as there are Living Units located within such Lot (with each Unit containing the Living Unit) and Common Areas.

Section 5. All Areas Outside of Boundaries of Building and Privacy Areas Are Common Areas, Whether or Not Owned by the Association. As hereinabove stated in this Declaration all portions of the Lot located on the exterior of the exterior walls of the Building and on the exterior of those private patios, courtyards, or similar privacy areas for the Living Units located within such Lot, shall be, and shall be conclusively treated as, Common Area, and shall be deemed to be owned by the Association and to have been conveyed to the Association (whether or not conveyed to the Association) provided, however, that the requirement for conveyance of such Common Area to the Association shall be mandatory and not optional. Under no circumstances shall area within a Lot located outside of the exterior walls of the Building on such Lot, and outside of the private courtyards, private patios and similar privacy areas located within such Lot be treated as if owned by the Unit Owner(s) of the Living Unit(s) located within such Lot even if such Unit Owner(s) retain(s) title to same.

Section 6. Absolute Requirement for Subdivision Into Units and Common Area. The requirements of this Declaration that a Lot be subdivided into Units and Common Area, and that marketable fee simple absolute title to such Common Area be conveyed to the Association, shall be specifically enforceable by the Developer or the Association and shall not be optional.

Section 7. Sprinkler System and Irrigation System, and Entry Signs, Entryway Signs, Entryway Monuments and Landscaping, Lighting, and Components Therefor. Any provisions of this ARTICLE IV or of this Declaration of the contrary notwithstanding, all pipes, sprinkler heads, controls and other components, appliances and equipment of any irrigation systems installed within the Development by the Developer or the Association shall be a Common Element, whether located within the Common Area or any Unit, and any portion of the Unit occupied by any such component of such sprinkler system/irrigation system shall be imposed with a perpetual easement in favor of

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

the Association, and the Unit shall be imposed with an easement in favor of the Association, so that the Association and its contractors and designees may enter upon the Unit for using, maintaining, repairing and replacing the sprinkler system/irrigation system and each part and component thereof. Any entry signs or monuments for the Development, and all landscaping, lighting and components of same shall be Common Elements, and a perpetual easement for the location, repair, keeping, maintenance and location of same shall be held by the Association.

ARTICLE V
THE ASSOCIATION

Section 1. Formation. The Developer, upon the sale of one or more Units, shall cause to be incorporated, a not-for-profit corporation under the laws of the State of Missouri, to be called the Villas at Vintage Falls Homes Association, or a name similar thereto (as shall be available through the office of the Secretary of State of the State of Missouri). The responsibility of the Association shall be more fully described by the following terms of the Declaration. Upon the formation of such Association, every Unit Owner then holding or thereafter acquiring an interest in a Unit required for Class A membership under the terms of ARTICLE II of the Declaration shall automatically become a Class A Member therein, and the Developer and its assignees shall hold those Class B membership rights hereinabove provided for by the Declaration. A Unit Owner's Class A membership shall terminate upon the sale or other disposition by such Unit Owner of his Unit Ownership at which time the new Unit Owner shall automatically become a Class A Member of the Association. Membership in the Association is not optional. When a Unit Owner acquires ownership of a Unit, such Unit Owner shall automatically become a Class A member of the Association, and shall automatically be subject to assessment by the Association as hereinafter provided for in this Declaration.

Section 2. Articles of Incorporation and By-Laws. The Association shall have as its Articles of Incorporation and By-Laws such Articles and By-Laws as are attached hereto as **Exhibit A** and **Exhibit B** respectively. Such Exhibits are incorporated herein by reference.

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

Section 4. Board of Directors. The Board of Directors of the Association shall consist of three (3) or five (5) or seven (7) (or some other odd number of) individual, natural persons, as the Board of Directors shall (prior to each Annual Meeting) from time-to-time finds to be appropriate. The members of the first Board of Directors of the Association, as named in the Association's Articles of Incorporation, shall serve until the first annual meeting of the members of the Association, and until their successors are duly elected and qualified. Thereafter, so long as there are Class B voting rights in existence, a majority such Directors shall be natural persons (who need not be Unit Owners) elected by the Class B Members, and the remaining Director or Directors, as the case may be, shall be (a) natural person(s), holding (an) ownership interest(s) in (a) Unit(s) (other

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

than the Developer, and those to which it has assigned all or any portions of its rights as the Developer) elected by the Class A Members of the Association. After all Class B voting rights have ceased to exist, the Board of Directors shall consist of three (3) or five (5) or seven (7) (or some other odd number of) natural persons, as determined by the Board of Directors from time to time, who shall be holders of ownership interests in Units, elected by the members of the Association. The Directors shall be elected in that manner, and for those terms, specified by the By-Laws, except as hereinabove provided to the contrary.

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

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

(b) To obtain and maintain a policy or policies insuring the Association, its members, and its Board of Directors against any liability to any persons, including Unit Owners or their invitees or tenants, instant to the ownership and/or use of the Common Area or Common Elements, the liability under which insurance shall be of the limits determined by the Association's Board of Directors, but shall never be less than Two Million Dollars ($2,000,000.00) single limit coverage, for injuries to or death of any one person or for injuries or deaths arising out of any one occurrence. Such limits shall be reviewed annually by the Association's Board of Directors and may be increased in its discretion. Such insurance shall be payable to the Association in trust for the benefit of the Unit Owners. The Association shall also obtain Worker's Compensation Insurance to the extent necessary to comply with any applicable laws.

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

(d) When the Association's Board of Directors, in its sole and absolute discretion, deems it advisable to do so, to retain the services of a professional manager or management firm or managing agent to fulfill the Association's obligations, and to retain the services of such accountants, attorneys, employees and other persons as the Association's Board of Directors shall, in its sole and absolute discretion, deem necessary in order to discharge the Association's duties. The designation and removal of personnel necessary to discharge, the Association's obligations for the maintenance, repair and replacement of the Common Elements shall be made by the Association's Board of Directors, or as they direct the manager, or management firm, if one is employed, or the managing agent, if one is employed. The Association's Board of Directors shall have the sole and absolute discretion to retain such a manager, management firm or managing agent. (Notwithstanding anything to the contrary hereinabove set forth in this subpart (d) of this Section 5, or at any other location in this Declaration, any management contract entered into with any manager, management firm or managing agent prior to the termination of Class B voting rights hereunder shall not, in any event, have a term exceeding five (5) years, or extending beyond the date of termination of Class B voting rights as hereinabove provided for, whichever would provide the shorter term. The

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

Association or its Board of Directors shall not delegate any of its responsibilities for a term exceeding five (5) years, or extending beyond the termination of Class B voting rights, prior to the conclusion of Class B voting rights, and shall not, prior to the termination of such Class B voting rights, employ any professional manager, managing agent or management firm for a term exceeding five (5) years, or extending beyond the termination date of Class B voting rights, whichever shall provide for the shorter term.) Any delegation by the Board of Directors of any of its duties, powers or functions to a manager or managing agent must be revocable upon no more than six (6) months written notice from the Association.

(e) To provide for the cutting of all grass within the Property, other than that located within any privacy fences or courtyards, and for the irrigation of all lawns, trees and shrubbery and the like within the Property, other than those located within the boundaries of any privacy fences or courtyards or privacy areas and for the landscaping, gardening, maintenance and replacement of all lawns, trees, shrubbery and landscaping within the Development and the Property (provided that all gardening, landscaping, mowing, fertilization, irrigation and servicing of lawns and landscaping within private courtyards or within privacy fences or similar areas shall be performed by the Unit Owner at the Unit Owner's expense), and for the maintaining of and providing cleaning and snow removal for all driveways, walkways, sidewalks and parking areas located in the front of the Buildings or the front or side yards of the Buildings, which are a part of the Property, and for the maintenance, repair and replacement of such driveways, walkways, sidewalks and parking areas, and for the maintenance, repair and replacement of all sewer lines and utility lines located within the boundary lines of any of the Units or the Common Area, which serve more than one (1) Unit (provided, however, that the costs of all maintenance and replacements of such sewer lines and utility lines which serve more than one (1) Unit, and less than all Units, shall be charged equally to, and paid equally by the owners of the Units serviced by such lines). The Association shall not provide any cosmetic maintenance (other than, at its discretion, light "touch up") or other maintenance for the exteriors of the Building located upon the Units, or any roof repair or replacement or gutter or down spout repair or replacement, which shall be provided by the Unit Owners, or any other maintenance or repairs or replacements for the Units or the Buildings located therein, all of which shall be provided by the Unit Owners in that manner hereinafter described. [The above provisions of this paragraph (e) and any other provisions of this Declaration notwithstanding, the Association shall not provide for maintenance of, mowing of, irrigation of, or other servicing of trees, shrubs or landscaping located within any private courtyards or within any privacy fences or similar private areas].

(f) To maintain and replace, when necessary, all roads, driveways, parking areas, sidewalks and walkways within the Common Areas, and located throughout the Property;

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

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

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

(i) To pay any amount necessary to discharge any mechanic's lien or other encumbrances levied against the entire Property or any part thereof which may, in the opinion of the Association's Board of Directors, constitute a lien against the Property or against the Common Elements, or more than one (1) Unit, rather than merely against the interests of a particular Unit Owner; provided, however, that there shall not be paid from the maintenance fund, by reason of the provisions of this subparagraph (i), any sums due from the Developer, or by reason of any improvements contracted for by the Developer. When one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the costs of discharging the lien and any costs incurred by the Association and its Board of Directors by reason of the lien or liens shall be specially assessed to said Unit Owners and shall constitute a lien against the Units owned by the Unit Owners, and shall be enforceable as described in ARTICLE VI of this Declaration.

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

(k) To enforce those provisions hereinafter set forth in this Declaration which require that the Owners of each Unit located within the Development repair, maintain and replace certain portions of their Units, and the improvements attributable thereto, or located thereon, including, in certain circumstances, the repair, maintenance and replacement of the exterior surfaces of the Units and the repair, maintenance and replacements of roofs and roof structures, and gutters and down spouts, and the repair, maintenance and replacement of heating or air conditioning equipment, and the repair, maintenance and replacement of structural elements, interior surfaces, and the interiors of Buildings located on the Units, or containing the Units, and the repair, maintenance and replacement of glass surfaces, doors, gates and hardware, and window and window hardware, and private patios and decks and courtyards, and all structural elements, and structural elements of exterior walls and privacy fences, and to enforce all of the following provisions of this Declaration which impose upon the Owners of each Unit, and upon the Owners of certain Units, certain maintenance, repair and replacement obligations;

(l) To provide for the maintenance, repair or replacement of the interiors or exteriors of any Building, privacy area, patio, decks or private courtyard, located on any Unit, or any utility lines serving only a single Unit, or any exterior or interior surfaces of any such Building, or any glass surfaces, patio, courtyard or storage area, fences, doors, gates and hardware, or windows and window hardware, or heating or air conditioning equipment, or structural elements of exterior walls or surfaces, (all of which would otherwise be required to be maintained by the Unit Owner), or for the repair or replacement of any structural elements or roofs or gutters or down spouts, which would otherwise have to be maintained by the Unit Owner or Owners, or any similar items which would otherwise have to be repaired or replaced by a Unit Owner or Owners, if such maintenance, repair or replacement is necessary, in the discretion of the Association's Board of Directors, to protect

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

the Association or the Common Elements, or any other Unit or portion of a Building or any other Building or any aspect or portion of the value of the Property or any part thereof, when the Unit Owner or Owners of Units responsible therefor have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Association's Board of Directors; provided, however, that no such written notice shall be required in the case of an emergency; and provided further, however, that the Board of Directors shall levy a special individual Unit assessment against the Units responsible therefor, and the Unit Owner or Owners thereof, for the cost of the maintenance or repairs, which shall constitute a lien upon the Units and their improvements, and be enforceable pursuant to ARTICLE VI;

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

(n) To enter into agreements, contracts, undertakings or understandings with the Owners of any Units, or with the Owners of certain Units, collectively, to perform or to cause to be performed, on behalf of such Owner or Owners any maintenance, repair, servicing or upkeep for which such Owner or Owners would otherwise be responsible in accordance with the following provisions of this Declaration; provided, however, that the entire cost of same shall be immediately paid by such Owner or Owners to the Association, and shall be the responsibility of such Owner or Owners.

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

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document BOONE COUNTY MO JAN 19 2005

located on any Unit, for purposes of maintaining or repairing any sewer line or lines running within or beneath such Unit or Building which serves more than such Unit or any Unit other than such Unit.

Section 7. Limitation Upon Power of Association and Board of Directors. The powers of the Association and its Board of Directors as hereinabove set forth shall be limited in that they shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for the purpose of replacing or restoring any improvements which have been damaged or which reasonably require replacement for any reason) having a total cost in excess of Twenty Thousand Dollars ($20,000.00), nor shall the Association or its Board of Directors authorize any structural alterations, capital additions to, or capital improvements to the Common Elements requiring an expenditure in excess of Twenty Thousand Dollars ($20,000.00), without in each case obtaining the prior approval of a majority of the Class A Members and obtaining the written approval or waiver of any mortgagee holding any deed of trust on at least three (3) Units, provided any such mortgagee notifies the Association's Board of Directors of its ownership and desire to have the right to so approve. The above provisions of this Section 7 to the contrary notwithstanding, the Board of Directors of the Association shall have no power or authority whatsoever to make payment for any improvement located within the Development which the Developer shall cause to be placed within the Development. The responsibility for erecting within the Development all improvements shown by the Plans for the Development, or any portion of the plans for the Development, shall be placed upon the Developer, and not the Association.

Section 8. Rules and Regulations. A majority of the Association's Board of Directors may adopt and amend administrative rules and regulations and such reasonable rules and regulations, which are not inconsistent with this Declaration, as it may deem advisable for the use, operation, maintenance, conservation and beautification of the Common Elements, and areas of Units located on the outsides of Buildings located on the Units and the exteriors of Buildings located on the Units and for the health, comfort, safety and general welfare of the Unit Owners and occupants of Buildings located on the Units.

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

ARTICLE VI
ASSESSMENT - MAINTENANCE FUND

Section 1. Creation of a Lien and Personal Obligation for Assessments. The Developer, for each Lot of the Development, and for each Unit contained therein, and for each Lot and Unit now or hereafter owned by the Developer (including those hereafter annexed to the Development), or the Developer's assignees within the Parcel and the Property, and for each Unit now or hereafter contained within the Development, and for all present and future Unit Owners of such Units, hereby agrees, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any Deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association, or the duly authorized officers, representatives or agents of the Association: (1) annual assessments or charges hereinafter described; (2) special assessments for capital improvements hereinafter described; (3) special assessments for tax bills or public improvements, hereinafter

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

provided for; (4) special assessments for replacement or nonperiodic maintenance hereinafter provided for; (5) special assessments for repair or replacement or maintenance to be done by Unit Owners, as hereinafter provided for; (6) assessments for insurance premiums hereinafter described; (7) any other sums or assessments provided for in this Declaration; and (8) fines and assessments as provided for by Section 20 of ARTICLE XII of this Declaration. Such sums and assessments to be fixed, established and collected from time to time as hereinafter provided. All such annual and special assessments, and other sums and assessments, together with such interest thereon and costs of collection thereof as may be hereinafter provided for, shall be a charge on the Units, and shall be a continuing lien upon the Units against which each such assessment or charge is made. Each such assessment or charge shall also be the joint and several personal obligation of the person or persons who were the Owners of such Unit at the time when the assessment fell due. The personal obligation shall not pass to such Owner's successor in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively by the Association to discharge its duties and obligations as provided for by the Declaration, and for the purposes of promoting the recreation, health, safety and welfare of the Unit Owners and residents of the Development, and in particular for the improvement and maintenance of the Property and the services and facilities devoted to this purpose, and for the improvement and maintenance of the Common Area and Common Elements, and the services and facilities related to the use and enjoyment of the Common Area and Common Elements, and of the Buildings situated upon the Lots and Units, as required by the provisions of the Declaration, including but not limited to, the payment of taxes and insurance on the Common Area and Common Elements, repairs to, maintenance of, replacement of and additions to the Buildings located on the Lots and Units and the Units as required by the terms and conditions of the Declaration, and for the cost of labor, equipment, materials, management and supervision of the Common Area and Common Elements, and for the maintenance, repair and services listed in ARTICLE V and IX hereof, as required by such Articles.

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

Section 4. Amount and Setting of Annual Assessments. From and after the conveyance of the first Unit to an Owner other than the Developer, or another Class B Member, or from and after the date of the first leasing or renting of the first Unit within the Development to be rented or leased, whichever shall first occur, and until January 1 of the year immediately following such conveyance, renting or leasing, the annual assessment upon each Unit shall be the sum of Eight Hundred Forty Dollars ($840.00) per year. Beginning January 1 of the year immediately following such conveyance, renting or leasing the annual assessment for all Units from time to time subject to assessment may be increased or decreased as follows:

(a) Each year, on or before December 31st, the Board of Directors of the Association shall estimate the total amount necessary to pay the costs of wages, materials, insurance, services and supplies, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board of Directors to be necessary for a reserve for contingencies and replacement or for maintenance of a periodic but not annual nature

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

(such as resurfacing of driveways), and shall on or before January 31, the following year notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof.

(b) Beginning, and from and after January 1st of the year immediately following the conveyance of the first Unit to a Unit Owner other than the Developer or another Class B Member, and on January 1 of each following year, the annual assessment may be increased or decreased above or below the assessment for the preceding year by the Association's Board of Directors, effective January 1st of each year, without a vote of the membership, if required to meet the established cash requirements described in subpart (a) of this Section 4.

Section 5. Special Assessments for Capital Improvements or Other Purposes. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or unexpected repair or replacement of a capital improvement, or for purposes of making up or offsetting or paying any deficiency, for such year, and the annual assessment established pursuant to Section 4 above, or for purposes of paying the difference between the sums raised by virtue of the annual assessments, for such year, and the total costs of providing, for such year, the services to be provided by the Association during such year; provided that any such assessment shall have the assent of a majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than forty (40) days in advance of the meeting setting forth the purpose of the meeting.

Section 6. Special Tax Bill or Assessment for Public Improvements. The Association shall pay any special tax bill or benefit assessment of any public body for public improvements which abut or run along any of the Common Area, or which benefit the entire Development as opposed to Unit Owners of only specific Units. The entire cost of any such tax bill or assessment shall, automatically, upon levy thereof by the public body or authority, become a Special Assessment against all Units. The entire sum of such Special Assessments shall be apportioned equally among all of the Units. Such Special Assessments shall be used by the Association to pay the assessment or tax bill levied by the public body or authority. Such Special Assessment shall be due and owing by each Unit Owner in time to permit timely payment of the tax bill or assessment. Special Assessments provided for by this Section 6 shall be enforceable in that manner hereinafter provided for in this ARTICLE VI for enforcement of all assessments. Special assessments provided for by this Section 6 shall attach to all Units, whether owned by Class A or Class B members or other members.

Section 7. Special Assessment for Replacement or Non-Periodic Maintenance. In the event the Association is required to perform any non-periodic maintenance, repair or replacement for any portion of the Properties, including, by way of example only but not by way of limitation, the need of resurfacing or replacing drives, driveways, parking areas and walkways, and the need to replace lawns and landscaping within the Common Areas, and in the further event the annual assessment for the Units shall be insufficient to cover the costs of such non-periodic maintenance, repair or replacement, together with the sum of other costs to be paid therefrom, or shall not have established a sufficient reserve for such repair, maintenance or replacement (a requirement that such reserve be established, although possibly advisable, shall not be implied herefrom), then the entire sum of the costs of such repair, maintenance or replacement of a non-periodic character shall be apportioned

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

equally among all of the Units then located within the Development, and that portion of such cost apportioned to each such Unit shall constitute a special assessment against each such Unit. Such special assessment shall be used by the Association to pay the cost of such repair, replacement or maintenance of a non-periodic character, and shall be due and owing by each Unit Owner, on demand, in time to permit timely payment of the cost of the maintenance, repair or replacement. Special assessments provided for in this Section 7 shall be enforceable in that manner hereinafter provided for in this ARTICLE VI for enforcement of all assessments. The sum of such special assessment shall be established by the majority vote of the Association's Board of Directors, acting within its sole and absolute discretion, and such determination by such Board of Directors, if made in good faith, shall be binding upon all Unit Owners.

Section 8. Uniform Rate of Assessment. In all cases, the rates of those assessments provided for by Sections 4, 5, 6 and 7 of this ARTICLE VI must be fixed at a uniform rate for all Units subject to such assessments.

Section 9. Collection of Assessments. Both annual and special assessments shall be due and payable at such times, and in such installments, as the Association's Board of Directors shall determine, and may be collected on an annual, semi-annual, quarterly or monthly basis.

Section 10. Special Assessments - Repair or Replacement or Maintenance to Be Done by Unit Owners. As hereinafter indicated in this Declaration, if the roofs and roof structures for individual Living Units within a Building are clearly divisible by party walls or other structures into separate roofs, serving the individual Living Units, then the individual Unit Owners of such Living Units are required to provide for all maintenance, repairs and replacements for the roof and roof structure, and gutters and down spouts, for their individual Units, and shall be required to pay the entire expense of same. If, however, any Living Units share a common roof (i.e. the roof for such Living Units is not divided into clearly discernible separate roofs by separate walls or other structures), then the Unit Owners of such Living Units shall be required to cooperate, and to jointly repair, maintain and replace all and every part of the roof or roof structure which serves their Units, and to cooperate and jointly arrange for the repair, maintenance and replacement of all and every part of such roof or roof structure which serves their Units, and to cooperate and to jointly arrange for the repair, maintenance and replacement of all and every part of such roof or roof structure, and the gutters and down spouts for their Units, including those parts of the roof or roof structure or gutters or down spouts which serve only a single Living Unit; provided, however, that for purposes of apportioning between and among the Owners of such Units, the cost of the maintenance, repair or replacement or servicing or upkeep of the roof or roof structure, or gutters or down spouts, the planes of the party walls between the Living Units shall be theoretically extended upwards through the roof and roof structure, and outwards through the planes of the exterior walls, and each Unit Owner shall be responsible for that portion of the costs attributable to repairing, replacing, servicing or upkeep of the portion of the roof, roof structure, gutters or down spouts located within his Unit as determined by the planes of the party walls so extended. In addition, although the Association may perform (but shall not be compelled to perform, and shall have no obligation to perform) for the exteriors of the Building certain general, light "touch-up" maintenance, the Unit Owners of Living Units located within a Building shall be required to jointly arrange for, and to cooperate in arranging for, all painting, cleaning, tuckpointing or other general, cosmetic maintenance for all or every part of such Building, and must jointly arrange for all such painting, cleaning, tuckpointing and other exterior,

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

cosmetic maintenance. However, for purposes of determining the costs of same to be paid by each Unit Owner, again, the planes of all common party walls between the Living Units shall be theoretically extended upwards through the roof and roof surface, and outwards through the exterior walls, and each individual Unit Owner shall be responsible for paying for that portion of the Building costs attributable to the painting, cleaning, tuckpointing or other substantial exterior cosmetic maintenance for that portion of the Building contained within his Unit as determined by such extension of such party walls. Unit Owners of all Units serviced by water lines, sewer lines or utility lines, which are a part of the Common Elements, under the above terms and conditions of this Declaration, and which are not publicly owned, and which service more than one Unit, shall be required to maintain, repair and replace such lines, and to share the costs of such maintenance, repair and replacement, equally. Each individual Unit Owner shall be required to maintain, repair and replace all customer service lines (utility lines), laterals and other utility lines serving only his Unit, whether located within the boundary lines of his Unit or within the Common Area. [Note: The Association will maintain all lawns, trees, shrubs and landscaping materials within the Development, other than those placed within privacy fences, private courtyards and similar privacy areas, which must be maintained by the Unit Owners. The Association will repair and replace all trees, shrubs or landscaping materials which require repair or replacement other than those within such private courtyards and other similar privacy areas. If a Unit Owner plants, with the permission of the Developer so long as Architectural Control Powers are vested in the Developer, or with the permission of the Association's Board of Directors (thereafter) any tree, shrub, or other item of landscaping, then the duty or obligation to replace or repair such tree, shrub or other item of landscaping shall thereafter be vested in the Association, provided that same shall be replaced only with the same size tree or plant as was originally planted and as existed at the time of the original planting.] Each Unit Owner shall further be required, at his expense, to provide for all lawn mowing, lawn fertilization, lawn irrigation and landscaping, maintenance, repair, replacement, servicing and upkeep, for all areas of his Unit located within any privacy fence, courtyard or other privacy area. Each individual Unit Owner shall further be required to maintain, in good repair, all structural elements of all walls, surfaces and structural elements of his Unit, including walls, floors and foundations, and the maintenance obligations collectively imposed upon the owners of all Units located within a Lot shall be limited solely to the cosmetic appearance of exterior walls and surfaces, including painting, cleaning and tuckpointing. Each Unit Owner shall further be required to maintain, repair and replace the heating and air conditioning equipment for his Unit (whether located within the boundaries of his Unit or the Common Areas). Each individual Unit Owner shall further be required to repair, maintain and replace (so as to maintain same in a clean, neat and attractive and sightly condition) all glass surfaces, all courtyard fences, all privacy area fences, all patio and storage area walls, fences, decks, gates and hardware, and windows and window hardware, and private patios and decks, and privacy fences and the interior of his Living Unit. In addition, each Unit Owner shall be required to maintain the interior of the Living Unit constituting a part of his Unit, and all portions thereof. If any Unit Owner or Owners should fail to perform or provide for any item of repair, replacement, maintenance or servicing imposed upon such Unit Owner or Owners by this Section 10, or any other provisions of this Declaration, then the Association's Board of Directors, in its discretion, may (but shall not be required to do so) cause the item of repair, maintenance, replacement or servicing to be performed, at the expense of the Unit Owner or Owners required to perform or to provide for same. The costs of such performance of such item of repair, maintenance, replacement or servicing shall, automatically, become a special assessment against the Unit Owners required to perform same and their respective Units, and shall constitute a lien upon such Units. Such Special

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

Assessment shall bear interest at that rate hereinafter provided for in this ARTICLE VI and shall be enforceable against the Unit Owners and units obligated for same, in that manner hereinafter provided for in this ARTICLE VI, and shall constitute a lien upon the applicable Units, enforceable in that manner hereinafter provided for in this ARTICLE VI.

Section 11. Establishing a Need for Non-periodic Maintenance or for Exterior Cosmetic Maintenance or for Maintenance, Repair or Replacement of Roofs, Gutters and Down Spouts. As hereinabove indicated, the Unit Owners of Units containing a Building, and the Unit Owners of Living Units located within a Building, are required to provide for general, substantial, cosmetic maintenance, repair and replacement for such Building, including painting, cleaning, tuckpointing or other substantial cosmetic maintenance for the exterior of the Building. As also hereinabove indicated, if the roof serving Living Units located within a Building is not fully divisible into clearly discernible separate roofs by party walls or other structures, then the Unit Owners of such Living Units are required to cooperate and jointly repair, maintain and replace all and every part of the roof or roof structure serving their Units, and to cooperate and jointly arrange for the repair, maintenance and replacement of all and every part of such roof or roof structure, and the gutters and down spouts, for their Units. Therefore, it is necessary that Unit Owners of Units cooperate in performing maintenance of a non-periodic or irregular nature, or any general, exterior cosmetic maintenance, and roof repair and replacement, and gutter and down spout repair and replacement. In the event the Owners of Units required to cooperate in performing general, exterior cosmetic maintenance, or roof repair and replacement, or gutter and down spout repair and replacement, are unable to unanimously agree upon the necessity for same, and upon the manner in which same shall be performed, and upon the costs of same (and the sharing of such costs), then a meeting for purposes of establishing the necessity for same, and a special assessment for the costs of same, may be called by any individual holding an ownership interest in any of the Units, the owners of which are responsible for paying for the applicable maintenance, repair or replacement. The notice of such meeting shall be in writing, and shall be given not less than ten (10) days, nor more than forty (40) days in advance of the meeting. Such notice shall set forth the purpose of the meeting. Such notice may be delivered to each Unit Owner, who will be obligated for a portion of the cost of the maintenance, repair and replacement, at his, her or their last known address, either personally or by regular United States Mail, or by personal delivery, to the Owner or the individual or individuals occupying such Unit. If personally delivered, the notice shall be deemed to have been given when delivered. If mailed, such notice shall be deemed to have been delivered on the day of mailing. The presence or representation by proxy at any such meeting of Owners of a majority of the Units obligated for payment of a portion of the cost shall constitute a quorum (provided, however, that if there are only two (2) such Units, then the presence of Owners of one (1) of such Units shall constitute a quorum). If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to any notice requirements set forth in this Section 11, and the required quorum at the subsequent meeting shall be one-half the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. All decisions made at such meeting by a majority of those Unit Owners, who are present, either in person or by proxy, shall be binding upon all Unit Owners. If there are only two (2) Unit Owners entitled to be present at the meeting, and only one of such Unit Owners appears, then all decisions made by such Unit Owner shall be binding upon both Unit Owners. Any decisions made, in such manner, as to the necessity of a particular item of maintenance, repair or replacement, or as to the manner in which same shall be performed, or as to the costs of same, or an assessment for same, shall be binding upon all Unit Owners. Each of the

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

Unit Owners shall be required to pay his share (as such share is established in accordance with the above provisions of this ARTICLE VI) of the maintenance, repairs, replacement, servicing or upkeep approved by a vote of the Unit Owners, in accordance with the above provisions of this Section 11. The Unit Owner's share of such cost shall constitute a special assessment against his Unit, and shall constitute a lien against his Unit. Such special assessment shall bear interest in the manner herein provided in this ARTICLE VI for other assessments charged under this ARTICLE, and shall constitute a lien against the applicable Unit in the same manner as is provided by the provisions of this ARTICLE VI for other assessments. All assessments established in accordance with this Section 11 shall be due and owing from each Unit Owner in time to permit timely payment of the cost of the work. The above provisions of this Section 11 to the contrary notwithstanding, if any Unit Owner or Owners shall fail to perform or to provide for any item of repair, replacement or maintenance imposed upon such Unit Owner or Owners by this ARTICLE VI or by ARTICLE IX of this Declaration, then the Association's Board of Directors, in its discretion, may (but shall not be required to do so) cause the item of repair, maintenance or replacement to be performed, at the expense of the Unit Owner or Owners required to perform or to provide for same, and to levy special assessments against such Unit Owners and such Units in accordance with the above provisions of this ARTICLE VI. If a majority of the Unit Owners obligated to perform maintenance, repairs and replacements are unable to agree upon the necessity for such maintenance, repairs and replacements, then the Association's Board of Directors shall have the power to decide, at the request of any of such Unit Owners, or on the Board's own motion, whether the maintenance, repairs or replacements should be performed or are required to be performed, and the decision of the Association's Board of Directors shall be binding upon all of the involved Unit Owners.

Section 12. Assessment for a Portion of Insurance Premiums. ARTICLE XIII of this Declaration provides that the Association, by and through its Board of Directors, may (but shall not be required to) obtain and maintain insurance on all Units and the improvements located thereon; although, until the Association's Board of Directors determines to the contrary, the duties and obligations to provide such Units shall be vested in the individual Unit Owners. If the Association's Board of Directors does elect (as it may, in its discretion do) to maintain insurance on all Units and the improvements located thereon, then (and only then) in addition to the assessments provided for above, each Owner of each Unit covenants to pay to the Association his pro rata share of the total insurance premium, as provided for by ARTICLE XIII of this Declaration. In the event an Owner fails or refuses to pay the aforesaid prorated portion of the premium for that insurance described by ARTICLE XIII of this Declaration, then such prorated amount of such premium shall be added to and become a part of the annual assessment to which such Unit is subject under this Declaration, and as a part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable, and be collectible, in all respects as provided for the annual assessment by this Declaration. As indicated by Section 2 of ARTICLE XIII of this Declaration, the Unit Owner's prorated portion of the premium for that insurance described in ARTICLE XIII of this Declaration, shall, at the option of the Association's Board of Directors (or the insurers selected by it), be paid to the Association, or the insurance carrier for the insurance to be obtained and maintained under ARTICLE XIII of the Declaration. However, in any event, if an Owner fails or refuses to pay his aforesaid prorated portion of the premium for the insurance described in ARTICLE XIII of this Declaration, then such prorated amount of such premium shall be added to and become a part of the Annual Maintenance Assessment hereinabove provided for in Section 4 of this ARTICLE VI, and, as a part of such annual assessment, shall be a lien and obligation of the Unit Owner, and a lien

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

against the Unit owned by such Unit Owner, and shall become due and payable, and be collectible, in all respects as provided for the Annual Assessment hereinabove described in Section 4 of this ARTICLE VI. If the Association's Board of Directors does not elect to maintain insurance on all Units, then the individual Unit Owners shall be obligated to maintain insurance on their individual Units which satisfy the requirements for insurance provided for by ARTICLE XIII of this Declaration. If a Unit Owner fails to properly insure his Unit, then the Association's Board of Directors may, at its option, obtain and maintain insurance on such Unit and all costs of such insurance shall constitute a special Unit assessment against the Unit of the Unit Owner who fails to maintain the insurance, which shall be a lien and obligation of the Unit Owner and a lien against the Unit owned by such Unit Owner, which shall be collectible and enforceable in the manner provided for by this ARTICLE VI.

Section 13. Special Unit Assessment. If any Unit Owner or Unit Owners shall fail to satisfy their maintenance obligations imposed upon them by ARTICLE IX of this Declaration, or shall fail to provide for any maintenance, repairs, replacements, servicing or upkeep to be provided by them pursuant to ARTICLE IX of this Declaration, or any other provisions of this Declaration, and if the Association's Board of Directors, in its sole and absolute discretion, deems the performance of such maintenance, repair, servicing or replacement to be necessary to protect the Association, or the Common Elements, or any Unit, or any portion of a Building, or any of the values of all or any part of the Property, and if the Unit Owner or Owners responsible for the performance of the maintenance, repair, replacement, servicing or upkeep have failed or refused to perform said maintenance. repair, replacement, servicing or upkeep within a reasonable time after written notice of the necessity for same has been delivered by the Association's Board of Directors (provided, however, that no such written notice shall be required in the case of an emergency), then the Association's Board of Directors shall be permitted (but shall not be required) to cause the maintenance, repair, servicing, replacement or upkeep to be performed (including, but not limited to, providing insurance, painting, cleaning, tuckpointing, roof repair or replacement, gutter or down spout repair or replacement, or any other maintenance, decorating, repair or replacement or servicing); provided, however, that the cost of same shall be apportioned among the Owners of the Units obligated for the performance of such maintenance, repair, replacement, servicing or upkeep in accordance with the provisions of this ARTICLE VI of this Declaration, or in accordance with the provisions of ARTICLE IX of this Declaration, and that portion of such costs as so properly apportioned to each such Unit shall become a special assessment against each such Unit which shall be due and owing by each Unit Owner in time to permit timely payment of the costs of the work. Special assessments provided for by this Section 13 shall attach to all Units, whether owned by Class A or Class B Members, or other members. Special assessments provided for by this Section 13 shall, like all other assessments, constitute the joint and several obligations of the Owners of the Units who are responsible for payment of the assessments, and shall constitute liens against the Units owned by such Unit Owners, and the property and improvements making up such Units, and shall bear interest in that manner hereinafter provided for in this ARTICLE VI, and shall be enforceable in that manner hereinafter provided in this ARTICLE VI.

Section 14. Date of Commencement of Annual Assessments: Due Dates. All of the annual and special assessments and other assessments hereinabove provided for in this ARTICLE VI shall apply to each Unit from and after (and beginning with) the date when such Unit is rented, leased, sold, conveyed or otherwise disposed of by the Developer or the Builder erecting the Building

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

containing the Unit, or the earlier date when the Unit is first occupied as a residence. In any event such assessment shall apply, beginning with the dates that a Unit is first occupied as residence (whether under a lease or rental basis, or any other basis). No Assessment shall attach to any Unit, until such Unit is either first conveyed, or first rented, or first leased by the Developer or the Builder thereof, or is first occupied as a residence. The annual assessments provided for herein shall commence on that day, when, following the completion of the structure located upon the Unit, the Unit is first rented, leased, sold or occupied as a residence, and shall continue thereafter unabated, but shall not apply prior to such completion, and such first renting, leasing, selling or occupancy. The above provisions of this Section 14 to the contrary notwithstanding, however, a Unit shall become subject to assessments, automatically, should a Class A membership attach to the Unit under ARTICLE II of this Declaration. In such event, the Unit shall become automatically subject to assessment, effective on the date the Class A membership attaches. The first annual assessment for each Unit shall be adjusted according to the number of months remaining in the calendar year. The Association's Board of Directors shall fix the amount of the annual assessment against each Unit as soon as practicable before or after January 1, unless approval of each year for the ensuing year, unless approval of the Association's membership is required as hereinabove provided for in this Declaration. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Association's Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 15. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the date of delinquency at the "Prime Interest Rate", plus one percent (1%) per annum (but in no event less than nine percent (9%) per annum) and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit. All reference herein to the "Prime Interest Rate" shall mean that interest rate published as "Prime" or as the "Prime Rate" or as the "Prime Interest Rate" in the Money Rates column of the Wall Street Journal; meaning that rate of interest being charged by the Nation's largest money center banks to their most favored corporate borrowers. The interest rate shall be adjusted, up or down, with each adjustment in the Prime Interest Rate (as published in such Money Rates column) so as to always be equal to a rate of interest one percent (1%) per annum above the said Prime Interest Rate.

Section 16. Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon any property subject to assessment; provided, however, that in the event of default in the payment of any obligation secured by such mortgage or deed of trust such subordination shall apply only to the assessments or installments thereof which shall become due and payable prior to the sale of such property pursuant to power of sale under such deed of trust, or prior to a conveyance to the mortgagee or holder of the deed of trust in lieu of foreclosure. Such foreclosure or such sale or conveyance in

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

lieu of foreclosure shall not relieve such property from liability for any assessments or installments thereof thereafter becoming due or from the lien of any such subsequent assessments or installments thereof thereafter becoming due.

Section 17. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area and Elements; and (c) all Units owned by the Developer or its assignees of its rights as Developer, and Builders Building Units, other than those used for rental or lease purposes or occupied as residences (provided that such Units shall be subject to the assessments when and as provided for by the above Sections of this ARTICLE VI); and (d) all Units owned by the Developer or a Builder, until same have been rented, leased, sold or occupied, unless otherwise subject to assessment under the foregoing provisions of this ARTICLE VI. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 18. Collection of Assessments. Both annual and special assessments shall be due and payable at such times, and in such installments, as the Association's Board of Directors shall determine, and may be collected on an annual, semi-annual, quarterly or monthly basis.

Section 19. Retroactive Effect of Assessments. If an annual assessment for a calendar year is not established until after January 1 of such year, then such new assessment shall be retroactive from the date of setting or approval to the first day of the calendar year and shall apply for the entire calendar year. If installments upon the Assessment have been previously paid, prior to such setting or approval, then the sum of any deficiency in such installments shall be due on the due date of that installment which next follows setting or approval of the Assessment, or if there is no such installment, shall be immediately due following such setting or approval.

Section 20. Failure to Establish Assessment. If the annual assessment described in Section 4 should not be set for any year the assessment for the preceding year shall be in effect for such year.

Section 21. Shortages. In the event the annual assessments to be paid to the Association shall, in any year, be insufficient to enable the Association and the Board of Directors to perform the Association's duties and obligations under this Declaration, then the excess of the costs incurred by the Association in performing its duties and obligations, over and above the sum of the annual assessments paid to the Association in such calendar year, shall constitute a special assessment against all Units subject to assessment at the end of such calendar year. Such special assessment shall be equally apportioned among all Units then subject to assessment. Such special assessment shall constitute an assessment against each of the Units, which such assessment shall be payable at such time or times as the Association's Board of Directors, in its discretion, shall specify. Such assessment shall bear interest, and shall be enforceable, in the manner provided for by this ARTICLE VI, and shall constitute a lien against the Units in the manner provided for other assessments by this ARTICLE VI. Such special assessment shall bear interest in the manner provided for in this ARTICLE VI, and shall constitute liens against the Units in the manner provided for in this ARTICLE VI, and shall be enforceable in the manner provided for by this ARTICLE VI.

Section 22. Enforcement of Assessments. All assessments provided for by this ARTICLE VI shall be delinquent if not paid within fifteen (15) days of the due date thereof. Each such

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

assessment (or any installment thereon) not paid within fifteen (15) days of the due date thereof, shall bear interest from the date when due, at a rate of interest one percent per annum above the Prime Interest Rate identified in Section 15 of this ARTICLE VI, with the rate of interest being adjusted, up or down, with the Prime Interest Rate, so as to always be equal to a rate of interest one percent (1%) per annum above the said Prime Interest Rate; provided, however, that the rate of interest upon unpaid assessments shall not be less than nine percent (9%) per annum. All assessments provided for by this ARTICLE VI shall constitute the joint and several obligations of the Unit Owners obligated to pay same, and shall constitute liens against their individual Units, and the Buildings and improvements making up such Units, and the property constituting such Units. All costs of collection of such assessments, including reasonable attorney's fees, shall be added to, and shall constitute a part of such assessments, and shall be chargeable and collectible as a part of such assessments. The Board of Directors of the Association may bring an action at law or in equity against the Unit Owner personally obligated to pay any past due assessments, or may foreclose the lien against the Unit Owner's Unit, and all interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of his Unit or of the Common Area or Common Elements. The lien to secure payment of any assessment or charge shall be in favor of the Association, and the members of the Board of Directors of the Association, and their successors in office, and actions for the collection of assessments and the enforcement of any liens, assessments or charges shall be brought for the benefit of the Association, in the name of the Association, by the Board of Directors of the Association and its successors. Any lien against a Unit may, in addition, be foreclosed in like manner as a mortgage of real property, as provided in Sections 443.190 through 443.235 of the revised statutes of Missouri, and any amendatory or successor statutes thereto. Suit for unpaid assessments or charges may be brought by the Association without foreclosing or waiving the liens securing same.

ARTICLE VII
PARTY WALLS

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

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

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

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

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

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

Section 6. Arbitration. In the event of any dispute concerning a party wall, or under the provisions of this ARTICLE, such dispute shall be submitted to and determined by Mediation and Arbitration in the manner provided for by ARTICLE XVIII of this Declaration.

ARTICLE VIII
ARCHITECTURAL CONTROL

So long as Class B voting rights are in existence, and for so long thereafter as the Developer owns any Lot or Unit located within the Parcel, no Building, fence, wall or other structure or improvement shall be commenced, erected or maintained within the Lots or Units or within the Common Areas, or at any location within the Parcel, other than those placed thereon by the Developer or its assignees, and those, the plans, drawings and specifications for which have been previously approved by the Developer. So long as Class B voting rights exist, and for so long thereafter as the Developer or the Developer's assignees of the Developer's rights as Developer hereunder own any Lot or Unit then located within the Parcel, no exterior addition to, or alteration, or exterior change in color, or exterior change in materials, shall be made on any completed structure, Building, fence, wall or improvement located within a Lot, or within the Common Areas, or at any location within the Parcel, other than those previously approved by the Developer or the Developer's assignees, and no Building, fence, wall or other structure shall be commenced, erected or maintained within a Lot or Unit, and no tree, shrub or plant shall be planted by any Unit Owner of any Unit (other than within private patios, decks, courtyards, or similar areas) until the plans and specifications showing the nature, kind, shape, color, height, materials and location of same have submitted to and approved by the Developer or the Developer's assignees. After Class B voting rights have ceased to exist, and after the Developer and the Developer's assignees of the Developer's rights as a Developer hereunder have ceased to own any Lot or Unit within the Parcel, no exterior addition to, or change to, or alteration of any structure, Building or improvement located within a Lot or Unit or within the Common Areas shall be made, and no alteration or exterior change in color or exterior Building materials shall be made on any Building, fence, wall or improvement located within any Lot, Units or with the Common Areas, and no change in the exterior appearance of any such Building, fence, wall or improvement shall be made, and no Building, fence, wall or other structure (temporary or permanent) or improvement shall be commenced, erected or maintained within a Lot, or Unit or within the Common Areas, and no tree, shrub, plant or other growing item shall be planted by any Unit Owner within any Lot, Unit, or Common Area (other than within private patios, decks, courtyards or similar areas) until the plans and specifications for such addition, alteration, change, change in color, change in materials, or such Building, fence, wall or other structure, or such planting, showing, in detail, the nature, kind, shape, color, height, materials and location of the same have been submitted to and approved in writing as to harmony of external design, external color, external Building materials, appearance, size, intended use and location in relation to surrounding

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

structures and topography and landscaping, by the Board of Directors of the Association, or by an Architectural Control Committee composed of two or more persons appointed by said Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In no event shall the Board of Directors of the Association, or its Architectural Control Committee be required to approve any exterior addition to, or change to or alteration of, or change of exterior color or Building material, or erection or Building of any structure or Building or improvement or any planting located within a Lot or Unit, or within the Common Areas, if same is not deemed by the Board or the Architectural Control Committee to be in the very best interest of the Development and the Association, and if the Board or the Architectural Control Committee for any reason in its sole, absolute and unlimited discretion, deems same not to be in total and complete harmony as to external design and location, size, appearance, quality and intended use in relation to surrounding structures and topography, or to not be of the same quality as the then existing structures located within the Lots. In no event shall there be any such planting or change in the exterior appearance or color of any Building, fence, wall, roof, gutter, down spout, door, window or other structures or portions of structures or improvements within the Development or Property until same has been approved by the Developer or the Developer's assignees, if Class B voting rights are in existence, or if the Developer and such assignees own any Lot or Unit then located within the Development, or thereafter by the Board of Directors of the Association, or its Architectural Control Committee, and there shall be no such planting or change in the type or nature of exterior roofing materials or other exterior materials for any structure or improvement within the Development or Property until same has been approved by the Developer, if Class B voting rights are in existence or if the Developer and its assignees own any Lot or Unit within the Parcel, or thereafter by the Board of Directors of the Association, or its Architectural Control Committee. It is the intention of the parties to this instrument that the Board of Directors of the Association, or its Architectural Control Committee shall have full and complete architectural and landscaping control over the entire Development, following the termination of Class B voting rights, and the subsequent occurrence of events which cause the Developer and its assignees to own no Lot or Unit within the Parcel, and that the discretion of such Board or committee shall be unlimited, so long as it exercises good faith, and does not act arbitrarily, capriciously or unreasonably. In any event, whether before or after the termination of the Developer's architectural control powers provided for by the above provisions of this ARTICLE VIII, any Builder or Lot Owner or Unit Owner who proposes to build a new Building upon a Lot shall be required to submit a landscaping plan. Such landscaping plan must, prior to termination of the Developer's architectural control powers provided for by the above provisions of this ARTICLE VIII be approved by the Developer and must, thereafter, be approved by the Association's Board of Directors or its Architectural Control Committee. Any such landscaping plan must provide for landscaping of the nature, type and quality equivalent to the landscaping of any existing Buildings and structures located within the Development and must provide for the landscaping, not just of the Units but of the Common Areas located within each Lot. Any Builder or Lot Owner or Unit Owner who proposes to build a new Building upon a Lot shall be required to landscape the entire Lot in accordance with an approved landscaping plan, including the Units and the Common Areas. Once plans and specifications for a Building or structure, or landscaping plans for landscaping, have been approved by the Developer or the Association's Board of Directors or its Architectural Control Committee under the provisions of this ARTICLE VIII, the Association's Board of Directors shall have the power and authority to compel that the Buildings, structures, improvements and landscaping provided

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

for thereby be completed in compliance therewith within a reasonable time following the start of the work therefor, and until such completion, the Owners of Units contained within such structures shall not be entitled to any Class A voting rights at any membership meetings of the Association. In the event Buildings, structures or improvements or landscaping provided for by plans, specifications or a landscaping plan approved by the Developer and/or the Association's Board of Directors or its Architectural Control Committee are not completed within a reasonable time following the start thereon, then the Developer or the Association's Board of Directors shall have the following rights and authorities:

i. Either to compel completion pursuant to the plans, specifications or landscaping plan by mandatory injunctive relief or other suitable court order, and, until such completion is accomplished, to bar occupancy or continuing occupancy of any applicable Units, by injunction or otherwise; or

ii. To enter upon the applicable Lot or Units and to complete the improvements or the landscaping, in accordance with the approved plans and specifications, and to charge all costs of such completion against the Lot Owner or Unit Owner(s) of the applicable Lot or Unit(s), which such cause shall constitute special Unit assessments, which are charged in accordance with ARTICLE VI of this Declaration and shall be enforceable as special Unit assessment (and shall constitute liens of special Unit assessments) in accordance with ARTICLE VI of this Declaration.

No landscaping shall (without the written consent of the Developer so long as the Developer holds the architectural control powers hereunder, and thereafter, without the written consent of the Association's Board of Directors or its Architectural Control Committee) be performed upon any Unit or Lot, except within the boundary lines of privacy fences, private courtyards, or similar privacy areas, and except the original landscaping installed within the Lot or Unit in accordance with an approved landscaping plan, as described above. If any Unit Owner receives permission to install trees, shrubs or other landscaping materials within a Unit or Lot, other than the original landscaping installed within the Lot by the Builder, the Developer, or the Association, then, while the Association shall thereafter maintain, repair and replace (with a planting of reasonable, but not necessarily mature size) same (unless same is located within a privacy fence, courtyard or similar privacy area) duties and obligations for such repair or replacement of such landscaping shall be permanently vested in the Association.

No landscaping upon any Lot, Unit or any real estate within the Parcel shall be changed, altered, modified or added to, and no trees, shrubs, plants, flowers or similar items shall be planted within the boundary lines of such Lots, Units, Common Areas or the Parcel (other than in such private patios or within such privacy fences or courtyards) until plans for same have been approved by the Developer, so long as Class B voting rights are in existence, or thereafter by the Association's Board of Directors or its Architectural Control Committee.

If a Builder or Lot Owner other than the Developer seeks approval of the Developer or the Board or the Architectural Control Committee for the construction of a Building, structure or other improvement within the Parcel, then such Builder or Lot Owner must submit to the Developer or the Board or Architectural Control Committee, as the case may be, two (2) copies of the plans and specifications for the Building or structure, including and showing the following;

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

Floor plans, and interior and exterior dimensions;

Site plans;

Site locations;

Elevations of all structures and Buildings;

Exterior finish materials (including a specific description as to whether same are stain/clear wood finish on all wood exteriors, paints and paint color types, types of brick [including type, nature and manufacturer of brick and brick colors], roofing material types and colors, and a specific description of stone and types of stone finishes, and a very specific description of all exterior finish materials;

A complete landscaping plan, including specific descriptions of all landscaping, including trees, shrubs, materials, lawn, etc. (which specifies the types of plants, the sizes of plants, the locations of plants and the manner in which all plants shall be planted);

Dimensions;

All other data reasonably deemed necessary by the Developer or the Board or Architectural Control Committee so that the Developer or Board or Architectural Control Committee can reasonably make a reasonable decision as to whether or not the Building or improvement is compatible with surrounding structures and topography, and with other Buildings and improvements located within the Parcel, and with the existing and planned character of the neighborhood, and with the existing character of the neighborhood, and with the planned development to occur within the Parcel, and with the type of development anticipated for the Parcel.

Two (2) copies of said plans and specifications must be presented, so that compliance therewith can be monitored. A submission of any documents which do not satisfy the requirements hereinabove set forth shall be deemed to be an incomplete submission, and shall not require any action for approval or disapproval by the Developer or Board or Architectural Control Committee. In order to require action by the Developer or the Board or Architectural Control Committee, a complete submission of two (2) copies of the documents, which satisfy all requirements hereinabove set forth, must be made.

THE DEVELOPER'S RIGHT TO APPROVE PLANS AND SPECIFICATIONS SHALL BE ABSOLUTE. NO REQUIREMENT THAT THE DEVELOPER BE REASONABLE IN APPROVING, OR IN REFUSING TO APPROVE, PLANS OR SPECIFICATIONS SHALL BE DEEMED TO BE EXPRESSED OR IMPLIED. THE DEVELOPER, IN APPROVING SUCH PLANS AND SPECIFICATIONS, SHALL APPROVE SAME ONLY IF IT, IN ITS SOLE, ABSOLUTE AND UNMITIGATED DISCRETION DEEMS SAME TO BE IN THE BEST INTEREST OF THE DEVELOPMENT, AND ONLY IF IT, IN ITS SOLE, ABSOLUTE AND UNMITIGATED AND UNLIMITED DISCRETION FINDS THAT THE PLANS AND SPECIFICATIONS SHOW A STRUCTURE (AND EXTERIOR FINISHING AND COLOR THEREFOR, AND A LOCATION THEREFOR), WHICH WOULD BE IN HARMONY WITH RESPECT TO SURROUNDING STRUCTURES AND TOPOGRAPHY, AND WHICH WOULD BE IN KEEPING WITH

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

THE DEVELOPER'S PLANS AND THEME (IF ANY) FOR THE DEVELOPMENT. THE DEVELOPER SHALL HAVE THE RIGHT TO REFUSE TO APPROVE PLANS, DRAWINGS OR SPECIFICATIONS FOR ANY PROPOSED DWELLING, BUILDING, STRUCTURE OR IMPROVEMENT, OR ALTERATION OR CHANGE, WHICH THE DEVELOPER, IN ITS SOLE, ABSOLUTE AND UNMITIGATED DISCRETION FINDS NOT TO BE ATTRACTIVE, OR NOT TO BE OF HIGH QUALITY, OR NOT TO BE IN KEEPING WITH SURROUNDING STRUCTURES AND TOPOGRAPHY, OR NOT TO BE COMPATIBLE WITH THE EXISTING AND PLANNED STRUCTURES AND DEVELOPMENT WITHIN THE DEVELOPMENT, OR NOT TO BE IN KEEPING WITH THE DEVELOPER'S THEME FOR THE DEVELOPMENT, OR WHICH THE DEVELOPER, IN ITS SOLE, ABSOLUTE, UNLIMITED AND UNMITIGATED DISCRETION FINDS WOULD NOT BE IN KEEPING WITH, OR WOULD DETRACT FROM, THE GENERAL CHARACTER OF THE DEVELOPMENT FOR ANY REASON.

ARTICLE IX
MAINTENANCE

Section 1. General Maintenance by Association. The Association shall provide for all of the following maintenance, repairs, replacements, servicing and upkeep within the Development:

(a) All maintenance, repair, replacement, servicing and upkeep, of any kind or nature whatsoever, for the Common Areas and Common Elements;

(b) All mowing, fertilization, irrigation, maintenance, repair and replacement of all lawns, trees and landscaping located throughout the Property, within the Common Areas and the Units, other than lawns, trees, shrubs, landscaping and similar materials located within private courtyards, private patios and similar privacy areas which shall be maintained solely by the Unit Owners;

(c) All mowing, fertilization and irrigation of all lawns located within the boundary lines of the Units, with the exception of those located within the boundary lines of privacy fences, courtyards or other private areas (which shall be mowed, fertilized, irrigated and maintained solely by the Unit Owners);

(d) The irrigation, fertilization and general maintenance of all trees, shrubbery, plantings and the like within the Units and the Common Area and the Property (provided, however, that each Unit Owner should be required to replace all lawns, trees, shrubbery and other plants located within the private courtyards, private fences, and other privacy areas located within such Unit Owner's Unit and shall be required to irrigate, fertilize, mow, keep and maintain all trees, shrubs, lawns and landscaping materials and plantings located within the said private courtyards, private patios and similar privacy areas);

(e) The furnishing of reasonable snow removal, cleaning, maintenance, repair, resurfacing and replacement for all driveways, walkways, sidewalks and parking areas located throughout the Property, in the front yards or side yards of the Lots or in front of the Buildings;

(f) Maintaining, repairing and replacing all sewer lines, water lines and other utility lines which are not publicly owned, and which service all Units located within the Development;

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

(g) Maintaining, repairing and replacing all sewer lines, water lines and other utility lines located within the Development which serve more than one (1) Unit (provided, however, that the Owners of such Units shall be required to equally share the cost of maintaining, repairing and replacing such sewer lines, water lines and other utility lines);

(h) The payment of all taxes upon the Common Areas and Common Elements;

(i) The providing of liability insurance for the Common Areas and Common Elements;

(j) The painting, cleaning, tuckpointing, maintaining, decorating, operating, repairing (lighting where appropriate) servicing and replacing of all Common Elements;

(k) The replacement of all dead and dying trees, shrubs, plants and other plantings located within the Common Areas, including those planted by any Unit Owner with the Association's permission, provided that same shall be replaced only with a tree or plant of the same size as existed at the original planting;

(l) The planting of any new trees, shrubs, plantings and the like within the Common Areas; and, subject to subparagraph (k) above, the replacement of same;

(m) The maintenance, repair, replacement and resurfacing of all drives, driveways, parking areas and walkways located throughout the Property, in the front or side yards of the Lots or in front of the Buildings; and

(n) At the discretion of the Association's Board of Directors (and the Association shall not be required to do so), providing general, very light, "touch-up" maintenance for the exteriors of the Buildings and the Units.

THE ASSOCIATION, HOWEVER, SHALL NOT BE REQUIRED TO DO ANY OF THE FOLLOWING:

(a) To provide for any lawn upkeep, mowing, landscaping, irrigation, fertilization or other maintenance, repairs, replacements or servicing of any type for areas within privacy fences, privacy areas or courtyards;

(b) To provide for any exterior, cosmetic maintenance for any of the Buildings, privacy fences, patios, decks or similar items, including painting, cleaning or tuckpointing;

(c) To provide for any roof repair or replacement, or gutter or down spout repair or replacement for any Buildings;

(d) To provide for the maintenance, repair or replacement of interior surfaces of a Building or the interiors of a Living Unit;

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

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

(f) To provide for the maintenance, repair or replacement of structural elements of a Unit or for the structural repair of exterior walls or privacy fences for a Unit, or for sewer lines or utility lines or water lines which service only a single Unit (all of which shall be maintained, repaired and replaced by the individual Unit Owner);

(g) To perform any maintenance, repair, replacement, servicing or upkeep, the duty for which is not specifically imposed upon the Association by this Declaration.

Section 2. Maintenance of Roofs, Gutters and Down Spouts. If the roofs and roof structures for individual Living Units are clearly divisible by party walls or other structures into separate roofs serving the individual Living Units, then the individual Unit Owners of such Living Units shall be required to provide for all maintenance, repairs and replacements for the roof and roof structure, and gutters, and down spouts, for their individual Living Units, and shall be required to pay the entire expense of same. If the roof or roof structures for certain Living Units are not clearly divided by walls or other structures into individual roofs, serving the individual Living Units (i.e. the Units share a common roof), then the Unit Owners of such Living Units shall be required to cooperate, and to jointly provide for all maintenance, repairs, servicing and upkeep for such roof and roof structure, and the maintenance, repairs, servicing and upkeep for such roof and roof structures and gutters and down spouts for their Units; provided, however, that the costs of all maintenance, repairs, servicing and upkeep for such roof and roof structures and gutters and down spouts to be paid by the individual Unit Owners shall be determined by theoretically extending the plane of the common, party walls, through the roof of the Building, and through the exterior walls, and each individual Unit Owner shall be required to pay all costs and expenses attributable to the maintenance, repair, servicing, replacement and upkeep of that portion of the roof and roof structure, and gutters and down spouts located within his Unit, as determined by such extension of the plane of such party walls. The provisions of this Section 2 to the contrary notwithstanding, however, and all of the provisions of this Declaration to the contrary notwithstanding, however, any roof patching or resurfacing, and any painting of gutters or down spouts, for any Building or Living Units or Units containing or located within a Building or containing a Building, can be done only with the cooperation of the Unit Owners of all Living Units contained within or located within such Building, and the Owners of all Units containing such Building, so as to preserve a uniform appearance for all roof surfaces and gutters and down spouts for such Building. Therefore, any roof resurfacing or patching, or gutter or down spout alterations or painting shall be done only with the cooperation of the Owners of all Units located within or containing a Building so as to preserve for that Building a uniform appearance for the gutters, down spouts and roof surfaces for such Building. The necessity for maintenance, repair, replacement, servicing or upkeep of the roofs, gutters and down spouts shall be established by the unanimous agreement of the Owners of the applicable Units, and, in the absence of such agreement, shall be established in that manner hereinabove provided in ARTICLE VI of this Declaration. The provisions of this Section 2 to the contrary notwithstanding, and any of the provisions of this Declaration to the contrary notwithstanding, there shall be no change in the exterior color of, or the exterior surface material of, any roof, gutters or down spouts without the consent of the Association's Board of Directors or its architectural Control Committee first obtained. Should any Owner of any Unit perform or cause to be performed, any maintenance, repair or replacement or servicing or upkeep to which other Unit Owners are required to contribute under this Section 2 or under ARTICLE VI, then such Unit Owner shall be entitled to immediate reimbursement, upon demand from such other Unit Owners, and the sum of such reimbursement to which such Unit Owner shall

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

be entitled shall bear interest at the rate provided for by ARTICLE VI of this Declaration for delinquent assessments from the date of demand. Should such Unit Owner seek to enforce his right to reimbursement by legal proceeding, then, in addition to the sum of the reimbursement to which he is entitled, together with interest thereon, he shall be entitled to recover his reasonable costs, expenses and attorneys fees incurred in connection with such legal proceedings. The sum of such reimbursement shall constitute a lien against the Units of the Owners responsible therefor, and shall constitute a charge upon the land and the improvements, and the Unit Owner entitled to reimbursement shall be entitled to proceed to enforce such lien, by suit or otherwise, and, shall be entitled to recover the sum of the reimbursement to which he is entitled, together with interest thereon at the rates established under ARTICLE VI of this Declaration for delinquent assessments and his costs and attorney's fees.

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

Section 4. Cosmetic Maintenance for Exterior Surfaces of Buildings. All general, exterior maintenance, such as painting, cleaning, tuckpointing or other exterior maintenance for the exterior wall surfaces for a Building and the exterior surfaces of the Building, must be jointly and

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

cooperatively arranged for by the Unit Owners of the Living Units located within such Building and of the Unit Owners of the Units containing such Building or contained within such Building, so as to preserve, a common and uniform appearance for the exterior surfaces of such Building. No such Unit Owner shall, without the cooperation of all other Owners of Living Units or Units located within or containing a Building, independently arrange for the exterior painting, cleaning, tuckpointing or other cosmetic maintenance for his individual Unit, if same would, in any respects whatsoever, damage, interfere with or alter the uniform appearance of the Building. When exterior, cosmetic maintenance is required for a Building, the Owners of the Units located within or containing such Buildings shall be required to jointly and cooperatively provide for such painting, cleaning, tuckpointing or exterior cosmetic maintenance, and shall be required to pay their prorata portions of the costs thereof, which prorata portions shall become a special, individual Unit assessment against the Unit Owners and their respective Units, which shall constitute a lien against the Units, and shall draw interest at the rate of interest provided for delinquent assessments by ARTICLE VI of this Declaration, and be enforceable in that manner provided for by ARTICLE VI. The costs of painting, cleaning and tuckpointing, and other general exterior cosmetic maintenance for a Building located within a Lot, shall be apportioned among the Owners of Living Units located within such Building, and the Owners of Units contained with or containing such Building, by the theoretical extension of the planes of the common party walls, in the manner hereinabove provided for in this Declaration, and in the manner hereinabove specifically described in ARTICLE VI of this Declaration. Should any Owner of any Unit perform any painting, tuckpointing, or other maintenance, repair or replacement or servicing or upkeep to which other Unit Owners are required to contribute under this Section 4, then such Unit Owner shall be entitled to immediate reimbursement, upon demand, from such other Unit Owners, and the sum of such reimbursement to which such Unit Owner shall be entitled shall bear interest at the rate provided for delinquent assessments by ARTICLE VI of this Declaration from the date of demand. Should such Unit Owner seek to enforce his right to reimbursement by legal proceedings, then, in addition to the sum of the reimbursement to which he is entitled, together with interest thereon, he shall be entitled to recover his reasonable costs, expenses and attorney fees incurred in connection with such legal proceedings. The sum of such reimbursement shall constitute a lien against the Units of the Owners responsible therefor, and shall constitute a charge upon the land and the improvements, and the Unit Owner entitled to reimbursement shall be entitled to proceed to enforce such lien, by suit or otherwise, and, shall be entitled to recover the sum of the reimbursement to which he is entitled, together with interest thereon and his costs and attorney's fees. The necessity for cosmetic maintenance of the type hereinabove described shall be established in accordance with ARTICLE VI of this Declaration, and if the Association pays any part of the costs of same, then the costs shall be apportioned in the manner hereinabove described in such ARTICLE VI, and each Unit Owner's portion of such costs shall constitute a lien against his Unit, and shall constitute a special assessment, which such lien and special assessment shall be enforceable in the manner hereinabove provided for in this Section 4, and in the manner provided for in ARTICLE VI of this Declaration.

Section 5. Repairs of Utility Lines. All sewer lines, water lines, electrical lines and other utility lines, other than those which are publically owned, which service only a single Unit (whether located within the boundary lines of such Unit or the Common Areas, including, but not limited to, so called "laterals" or "customer service lines"), shall be maintained, repaired and replaced by the Owner of the Unit served thereby. All sewer lines, water lines electrical lines and other utility lines, located within the boundary lines of a Lot, which service fewer than all of the Units located within

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

the boundary lines of such Lot, shall be maintained, repaired and replaced by the Owners of those Units serviced thereby, and all of such Owners shall be required to contribute, equally, to the costs of such repair, maintenance and replacement. Should any Owner of any Unit perform any maintenance, repair or replacement or servicing or upkeep to which other Unit Owners are required to contribute under this Section 5, then such Unit Owner shall be entitled to immediate reimbursement, upon demand, by such other Unit Owners, and the sum of such reimbursement to which such Unit Owner shall be entitled shall bear interest at the rate provided for delinquent assessments by ARTICLE VI of this Declaration from the date of demand. Should such Unit Owner seek to enforce his right to reimbursement by legal proceeding, then, in addition to the sum of the reimbursement to which he is entitled, together with interest thereon, he shall be entitled to recover his reasonable costs, expenses and attorney's fees incurred in connection with such legal proceedings. The sum of such reimbursement shall constitute a lien against the Units of the Owners responsible therefor, and shall constitute a charge upon the land and the improvements, and the Unit Owner entitled to reimbursement shall be entitled to proceed to enforce such lien, by suit or otherwise, and, shall be entitled to recover the sum of the reimbursement to which he is entitled, together with interest thereon and his costs and attorney's fees.

Section 6. Other Maintenance or Replacement of Improvements on Units or Constituting Units. Each individual Unit Owner shall be required, at his sole expense, to do the following, to-wit:

(a) To maintain the interior of the Living Unit constituting a part of his Unit, and all interior surfaces of his Living Unit and of his Units;

(b) To maintain, in good repair, all structural elements of his Living Unit, and of his Unit, including walls, floors and foundations;

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

(d) To provide all necessary irrigation for, mowing of, cutting of, trimming of, fertilization of and other maintenance, repairs, replacements and servicing of all lawns, trees, shrubs and landscaping located within any private courtyard, private patio, privacy fence or similar private area of his Unit or serving his Unit or intended for exclusive use of his Unit;

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

(f) To repair, maintain and replace, so as to maintain same in a neat, attractive and sightly condition, all glass surfaces, patio and storage area walls and fences, and all doors and gates, and the hardware therefor, and all windows and window hardware for or serving his Unit or Living Unit;

(g) To maintain, repair and replace all parts of the roof and roof structure for his Unit, and all gutters and down spouts for his Living Unit and his Unit, if the roof and roof structure

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

for his Living Unit is a clearly discernible, separate, roof (i.e. is divided from the roof serving any other Unit or Units or Living Unit or Living Units by a clearly discernible party wall or other structure);

(h) To perform all maintenance, repairs, replacements and servicing for his individual Living Unit, and the improvements located therein or constituting such Unit or Living Unit, and the surfaces thereof (both interior and exterior), the obligations for which are not imposed upon the Association, or certain Unit Owners collectively, by this Declaration;

(i) To provide all maintenance, repairs, replacements, servicing and upkeep for privacy fences and courtyards, and courtyard area and privacy areas for or serving his Unit or Living Unit, whether located within the boundary lines of the Unit or the Common Area;

(j) To provide all lawn and landscaping maintenance, repairs, replacements, servicing and upkeep within the boundary lines of any courtyard, privacy fence or private lawn area for or serving his Unit, whether located within the boundary lines of the Unit or the Common Areas.

In the event an Owner or Owners of any Unit or Units fail to perform any repair, replacement or maintenance specifically imposed upon them by this Declaration, including this Section 6, and in the further event the Association's Board of Directors, in its sole, absolute and unmitigated discretion, determines that the conditions require maintenance, repair, replacement or servicing for the purposes of protecting the interests of other Unit Owners or the public safety of residents in or visitors to the Properties, or to prevent or avoid damage to or destruction of any part, portion, or aspect of the value of the Properties or of any Unit or Units, the Association shall have the right, but not the obligation, through its Directors, agents and employees, and after approval of a majority of the Board of Directors (no approval by the Members of the Association shall be required), to enter without permission, upon or within said Unit or Units and into the Building or Buildings thereon and to maintain, repair, replace and service the same. The costs of such maintenance, repair, replacement or service shall be added to and shall become a part of the Assessments to which such Unit or Units are subject. This type of Assessment shall be added to the Annual Assessments and charges provided for by the above terms and conditions of this Declaration, and shall be enforceable in that manner provided for by ARTICLE VI of this Declaration. In the event a privacy fence or porch or walkway, or other improvement common to two Units requires repair or replacement, the Owners of such two Units shall be required to contribute equally to the costs of such repair or replacement. If one of such Unit Owners pays the entire said cost then he shall be entitled to immediate reimbursement of one-half (½) of such cost from the other Unit Owner. If the necessity for such repair or replacement is caused by the fault or negligence of the Owner, occupants or invitees of any Unit, the Owner of such Unit shall pay the entire cost of same. In the event a sewer line, water line or utility line, serving more than one Unit, requires maintenance, repair or replacement, then the cost of such maintenance, repair or replacement shall be paid equally by the Unit Owners of the Units serviced by same. The costs of such maintenance, repair or replacement shall be added to, and shall become a part of the assessment to which each such Unit is subject. This type of Assessment shall be added to the annual Assessments and shall be enforceable in that manner provided for by ARTICLE VI of this Declaration. All of the maintenance, repair and replacement obligations imposed upon the individual Unit Owners by this Section 6 must be performed by such Owners so as to cause the Units to be maintained in a clean, neat, safe and attractive condition according to maximum reasonable standards

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

of cleanliness, safety, neatness, attractiveness, aesthetics and beauty, so as to maintain the Development in as clean, safe, neat, attractive and aesthetically pleasing condition as is reasonably possible. In the event of any dispute over such standards of maintenance, including the standards of cleanliness, safety, neatness, attractiveness, aesthetics and beauty, such dispute shall be resolved either by the Association's Board of Directors, or by a maintenance committee appointed by it, which shall be made up of representatives as hereinabove provided for in Section 7 of this Article. Any such dispute shall be resolved in that manner provided for by such Section 7. It is the intention that these maintenance standards be strongly and vigorously enforced, so that the Development and all improvements located therein, be maintained as a Development of the highest order, and that maximum standards of cleanliness, safety, neatness, beauty, attractiveness and aesthetics be maintained, and that the Development be free of any conditions of unsightliness, including, but not limited to, those conditions specifically described in such Section 7.

Section 7. Standards of Maintenance, Repair and Replacement. The Owners of each of the Units located within the Development shall be obligated to each other, and to the Association, and the Association shall be obligated to each and all of the Unit Owners, and the Unit Owners and the Association shall be jointly and severally obligated to each other, to cause the grass cutting, irrigating, snow removal, painting, cleaning, tuckpointing, maintenance, repair, replacement, servicing and upkeep hereinabove described in this ARTICLE IX to be performed, at all times, so as to cause each of the Units, and all Common Areas and Common Elements, and all Buildings, contained within the Development, and all improvements contained within the Development, to be maintained in a clean, safe, neat and attractive condition, according to maximum reasonable standards of cleanliness, safety, neatness, attractiveness, aesthetics and beauty, so as to maintain the Development in as clean, safe, neat, attractive and aesthetically pleasing condition as is reasonably practicable. In the event of any dispute over the standards of maintenance, including the standards of cleanliness, safety, neatness, attractiveness, aesthetics and beauty, such dispute shall be resolved either by the Association's Board of Directors, or by a Maintenance Committee appointed by it, which shall be made up of three (3) persons holding ownership interests in three (3) separate Units representing three (3) distinctly different geographical sections of the Development (who must not be the Developer or its assignees), and one (1) representative of the Association's Board of Directors. If any such dispute is to be resolved by the Association's Board of Directors, then such dispute must be resolved by the majority vote of all Directors who are present and voting. If such dispute is to be resolved by the Maintenance Committee, then a decision of a majority of the members of such committee present and voting shall resolve the dispute. Any decision made by the majority vote of the Board of Directors, or by a majority of such committee, shall be binding upon all parties. It is the intention that the Development, and all improvements located therein, be maintained as a development of the highest order, and that maximum standards of cleanliness, safety, neatness, beauty, attractiveness and aesthetics be maintained, and that the Development be free of any conditions of unsightliness, including (by way of example only but not by way of limitation), the following: chipped, flaking or discolored paint; dead or dying lawns, trees, shrubs, vegetation or the like; discolored roofs or roofs requiring patching or maintenance; loose, rusted or discolored gutters or down spouts; walkways, driveways, sidewalks or parking areas requiring patching or resurfacing; brick surfaces in need of cleaning or tuckpointing; or other conditions of any kind or nature whatsoever, without limitation, which would reasonably be construed as not in keeping the maximum standards of cleanliness, safety, neatness, beauty, attractiveness or aesthetics, and that the standards be very strongly and vigorously enforced and very strongly applied.

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

Section 8. Mixed Refuse Removal. The applicable Mixed Refuse Service may not provide front or back door Mixed Refuse Service for certain of the Units, as the Units may be located on private drives and/or private streets, which are not publicly owned nor publicly dedicated. Therefore, the owners or occupants of each such Unit shall be required to carry their mixed refuse to the curb line of the nearest adjacent public street. At weekly intervals, on the day designated by the applicable Mixed Refuse Service for pickup, the owners and occupants of all such Units will cause mixed refuse to be placed at a location designated by the Developer and/or the Association on the curb line of the nearest adjacent public street at a time which will permit the removal therefrom by such Mixed Refuse Service in bags or containers provided by, or approved by such Service. The Association's Board of Directors shall have the power to designate specific areas within which mixed refuse shall be placed. Any mixed refuse placed by a Unit Owner, or by the occupants of a Unit, which is not picked up by the Service, must be removed by such Owner or occupant, immediately following the pick-up by the Service of other refuse in the area.

Section 9. Special Assessment. In the event an Owner or Owners of any Unit or Units fail to perform any repair, replacement or maintenance specifically imposed upon them by this Declaration, including this ARTICLE IX, and in the further event the Association's Board of Directors, in its sole, absolute and unmitigated discretion, determines that the conditions require maintenance, repair, replacement or service for the purposes of protecting the interests of any Unit Owners, or of other Unit Owners, or the public safety, or the safety of residents in or visitors to the properties, or to prevent or avoid damage to or destruction of any part, portion or aspect of the value of the Property or of any Unit or Units, the Association shall have the right, but not the obligation, through its Directors, agents and employees, and after approval of a majority of the Board of Directors (no approval by the members of the Association shall be required), to enter without permission, upon or within said Unit or Units, and any portion of the Lot or Lots within which same are located, and into the Building or Buildings thereon, and to maintain, repair, replace or service the same. The cost of such maintenance, repair, replacement or service shall constitute a special Unit assessment against each of such Units, responsible therefor, and shall become a part of the assessment to which each such Unit or Units are subject, and shall constitute a lien, and be collectible and enforceable in that manner hereinabove described in ARTICLE VI of this Declaration.

Section 10. All Repairs to be Collectively Performed are to be Deemed to be Performed by the Association. All repairs which are to be performed by other than the Owner of a single Unit (i.e. either by the Association, or by the Owners of Units located within or containing a Building, or by the Owners of certain Units), shall, for purposes of construing the easements in the Association hereinafter provided for by ARTICLE X of this Declaration, be deemed to be repairs and maintenance and replacements to be performed by the Association. If any repairs are to be collectively performed by the Owners of more than one Unit, then all and each of such Owners, and their designees, shall be deemed to have any easements over (and rights to enter upon) each of such Units, which are conferred upon the Association by ARTICLE X of this Declaration or by any of the provisions of this Declaration. If any Owner of any Unit shall fail or refuse to perform (or to contribute to the performance of, or to permit the performance of) any maintenance, repair, replacement, servicing or upkeep, which is to be performed by such Unit Owner (or to which such Unit Owner is to contribute), then the Owners of all other Units (and of each of such Units), who are also obligated for the performance of such maintenance, repair, replacement or servicing and their designees and contractors, shall have a right of access, and an easement to, over and through all of

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

the property and the Unit of the Unit Owner who has failed to perform (or to permit or to cause to be performed) such maintenance, repair, replacement, servicing or upkeep; provided that the exercise of this easement shall be at reasonable times with reasonable notice to the individual Unit Owners, except in any case where emergency exists which would place any Unit, or any portion thereof, or any other portion of the Properties, or any part or portion of the value of the properties, in immediate peril or danger if repairs, maintenance and/or restoration were not immediately effected.

Section 11. Maintenance, Repairs, Replacement and Servicing to be Provided by Builders and Developer. Any provisions of this ARTICLE IX to the contrary notwithstanding, and any of the provisions of this Declaration to the contrary notwithstanding, the Association need not perform, unless the Association in its discretion elects to do so, any maintenance, repairs, replacements, servicing or upkeep, of any kind or nature whatsoever, for any Common Area located within a Lot until such Common Area has been conveyed to the Association and has been properly landscaped in accordance with a landscaping plan approved in accordance of the Architectural Control provisions of this Declaration. Until such Common Area has been so conveyed to the Association and has been so landscaped (unless the Association elects to maintain same, which it may, at it option do) the Owner(s) of such Unit(s) located within such Lot shall be required to perform all mowing, irrigation, fertilization, cleaning and other maintenance, repairs and replacements provided for by this Declaration. The provisions of this ARTICLE IX, and the provisions of this Declaration to the contrary notwithstanding, the Association shall not be required to provide any lawn mowing, lawn servicing, irrigation, landscaping services, snow removal, or other maintenance, repairs, servicing or upkeep for any Unit, until a Class A membership has attached to such Unit, and such Unit has become subject to assessment hereby, and has paid the first installment on the assessment, and, until such events have occurred, the Owner of the Unit must provide all lawn mowing, lawn irrigation, snow removal, cleaning, and other maintenance, repairs, replacements, servicing and upkeep, required to maintain the Unit, and all parts and portions thereof, in a clean, neat, safe and attractive condition, free from unsightly conditions, and free from dead or dying lawns, trees, shrubbery or other unsightly conditions. The provisions of this ARTICLE IX, and of this Declaration to the contrary notwithstanding, the Developer, or any Builder, who owns a Unit before a Class A membership attaches thereto, shall have all duties and obligations for maintenance, repairs, replacements, servicing and upkeep imposed upon the Unit Owners by this ARTICLE IX, for each Unit owned by it or them. The above provisions of this ARTICLE IX, and of this Declaration to the contrary notwithstanding, the Association shall have no duties or obligations (unless it elects to assume same or to undertake same) to provide any mowing, irrigation, fertilization, or other maintenance, repairs, replacements, servicing or upkeep for Common Areas located within a Lot, until all Units located within such Lot have had attached thereto Class A memberships, and have paid the first installments upon the annual assessments, unless the Owners of such Units agree to pay to the Association the installments on the annual assessments which would otherwise be required by this Declaration if Class A memberships had attached to all such Units; provided, however, that once a Class A membership has attached to a Unit, the Owner of such Unit shall be obligated to pay the assessments provided for by this Declaration, even though the Association may not be required to provide for the Unit or the adjacent Common Area any services under this Declaration. [Example: If one Unit located within a Lot has been conveyed, and a Class A membership has attached thereto, but Class A memberships have not attached to the remaining Units located within the Lot, the Association shall be required to provide services within such Lot, and for the Units and Common Area located within such Lot, only if the Owner of the remaining Units (i.e. those not subject to Class

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

A memberships), agree to pay, for such Units, the installments on assessments which would otherwise be due from the Owners of such Units, if Class A memberships had attached thereto.] Even though the Association may not be required to perform maintenance, repairs, replacements, servicing or upkeep within a Lot, the Owners of the Units located within such Lots shall, nevertheless, be required to maintain the entire such Lot, and all Buildings and improvements located thereon, in a clean, neat, safe, well kept and attractive condition, free from conditions of unsightliness.

ARTICLE X
GRANTS AND RESERVATIONS OF EASEMENTS

Section 1. Easements for Repair, Maintenance and Restoration. The Association shall have the right of access and an easement to, over and through all of the Properties, including each Unit and the Buildings and structures located thereon, for ingress and egress and all other purposes which enable the Association to perform its obligations, rights and duties with regard to maintenance, repair, restoration and/or servicing of any items, Units, things or areas of or on the Properties, provided that exercise of this easement as it effects the individual Units shall be at reasonable times with reasonable notice to the individual Unit Owners, except in any case where emergency conditions exist which would place any Unit, or any portion thereof, or any other portion of the Properties, or any part or portion of the value of the Properties in immediate peril or danger if repairs, maintenance and/or restoration were not immediately effected.

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

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

roads, driveways, drives, parking areas, sidewalks and walkways within the Property when required for access to and ingress and egress to and from their Unit, which shall run with their Unit. Such easement for access, ingress and egress shall be appurtenant to, and run with each Unit. The easements in the Association described by this Section shall be appurtenant to, and run with the Common Areas and Elements. The Developer hereby reserves an easement, concurrent with the easements for road, driveway, walkway or sidewalk purposes and other easements described by this Section, over and upon the real estate subject to such easements, and over all roads, streets, driveways, drives, parking areas, walkways and sidewalks not publicly dedicated for purposes of access to, ingress to and egress from all and every part of the real estate first described in the Declaration for construction purposes; provided, however, that such easements for construction purposes shall not be used in such a manner as to unreasonably interfere with the use and enjoyment of any particular Unit by the Owner thereof. Notwithstanding anything to the contrary hereinabove set forth, the streets, roads, driveways, walks, walkways and other elements subject to the easement by this Section 2, shall be maintained in that manner hereinabove provided for in ARTICLE IX of this Declaration.

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

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

Section 5. Construction and Development Easement. The Developer shall have an easement of ingress and egress for the purpose of construction and development of any part of the Parcel, and for the purpose of construction and development of any part of the Properties, for so long as the exercise of such easement does not unreasonably interfere with the use of the recreational facilities

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

and Common Areas and provided that such easement does not apply to the individual Units which have been completed and conveyed to Owners.

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

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

ARTICLE XI
PROPERTY RIGHTS IN COMMON AREAS

Section 1. Members' Easements of Enjoyment. Every Unit Owner (i.e. "Member") and their guests, renters and invitees and lessees and the lessees of Developer shall have a right of ingress and egress and easement of enjoyment in and to the Common Area and Common Elements and the facilities, improvements and recreational facilities located thereon and such easement shall be appurtenant to and shall pass with the title to every assessed Unit; provided, however, that those areas hereinafter designated as "Limited Common Areas" or "Limited Common Elements" shall be reserved for the use of the applicable Unit or Units, and the owners or occupants thereof, to the exclusion of all other Units and the owners or occupants thereof. Said right of ingress and egress and easement of enjoyment shall exist whether or not the Developer has conveyed title to the Common Area to the Association and shall be subject to the following provisions:

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

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

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

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

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

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors, provided, however, should the property sought to be transferred be subject to the lien of any mortgage or deed of trust, no such transfer shall be made without first obtaining the written consent of the mortgagee or the beneficial owner of said deed of trust thereto. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast sixty-five percent (65%) of the votes of the Class A membership and sixty-five percent (65%) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than ten (10) days nor more than forty (40) days in advance; and unless (in the event the portion of the Common Area to be dedicated or transferred is, for any reason, immediately adjacent to and abutting upon the boundary lines of a Unit or contained within a Unit) the Unit Owners of such Unit have agreed to such transfer;

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

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

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

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

Section 3. Title to Common Areas. The title to the Common Areas, Common Units and Common Elements (including, but not limited to those within the Lots) shall be vested in the Association, whether or not conveyed to the Association; provided, however, that the provisions of this Section 3 shall not be deemed to limit the rights of Owners of Lots, not previously subdivided into Units and Common Area, to subsequently divide such Lots into Units and Common Area.

Section 4. Parking Rights. Ownership of each Unit shall entitle the Owner or Owners thereof to the exclusive use (to the complete exclusion of the Owners or occupants of other Units, or the guests or invitees thereof) of any parking spaces assigned to such Unit by the Board of Directors of the Association or the Developer or the Plat. The Board of Directors of the Association or the Developer (so long as Class B voting rights exist) may permanently assign vehicular parking spaces

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

for each Unit. The Association's Board of Directors shall have the right and the duty to establish reasonable rules and regulations concerning use of, and parking upon streets, roads and driveways not dedicated to the public, and to enforce same by fines or towing at the Owner's expense, or such other methods as it shall determine. Such right and duty shall include the promulgating of reasonable traffic regulations. The Unit Owners of each Unit may and their guest, invitee, lessees, tenants and designees of each such Unit Owner, shall have the exclusive right to use all parking spaces located within driveways leading to any garage or parking area serving the Living Unit located within such Unit, even though the driveways or parking areas may be located within the boundary lines of Common Areas. In other words, driveways leading to a garage or parking space serving a Living Unit shall be limited in use to the owners of such Living Unit and their guests, invitees and designees.

Section 5. Units/Common Areas. All of those portions of Units and of Lots, on the exteriors of the exterior walls of the Buildings located on the Lots (but not including any private patios, porches, private decks, private gardens and similar privacy areas) shall be Common Area, whether or not conveyed to the Association, and shall be deemed and shall be conclusively treated as Common Area, and shall for all intents and purposes be deemed to be owned by the Association, whether or not conveyed to the Association. As indicated above, all such areas must be conveyed to the Association and the Association's rights to such conveyance shall be specifically enforceable by the Developer or the Association. Each Lot Owner must subdivide such Lot Owner's Lot (if not already so subdivided by the Plat) into one (1) or more Units and Common Area (as such Common Area is hereinabove described) and must convey marketable fee simple absolute title (free and clear of liens and encumbrances) to the Common Area to the Association, but whether or not the Lot Owner does so, the Common Area hereinabove described in this Section 5 shall exist and shall be treated as Common Area. In any event, all of those portions of each Lot hereinabove described in this Section 5 (which are described to be Common Areas) shall be imposed with a perpetual, irrevocable easement in favor of the Association. The terms of each such easement shall be such that although title to the land subjected thereto may be retained by the Unit Owner or Lot Owner, all such lands shall for all intents and purposes be Common Area and shall be treated as such for all purposes. All Common Areas as described in this Section 5 shall be subject to all restrictions on use of Common Area imposed by this Declaration.

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

Section 7. Acceptance of Common Areas. The Developer, so long as Class B voting rights exist, and the Association's Board of Directors thereafter, shall have the right to establish reasonable standards for the sodding, seeding, landscaping, grading and improvement of Common Areas and Units which Builders propose to convey to the Association or to have maintained by the Association, and same shall not be accepted by the Association for maintenance until such standards, or any reasonable requirements for such sodding, seeding, landscaping, grading and improvements have been satisfied. No Unit contained within a Lot shall be accepted for maintenance by the Association until the Common Area within such Lot has been conveyed to the Association and been accepted for maintenance. Units shall be subject to assessments, and Unit Owners shall be members of the

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

Association (although they shall be without voting rights), even though the Common Area contained within the Lot occupied by such Units has not been accepted for maintenance.

Section 8. Limited Common Elements and Exclusive Use. Notwithstanding anything to the contrary contained at any place in this Declaration, all portions of each Lot (including all parking areas and drives located within the boundary lines of each Lot), which are not required for, or are not intended to provide access to, or egress from Units located within other Lots or parking areas or driveways located within other Lots, shall be deemed to be "Limited Common Elements" and "Limited Common Areas", and shall be reserved for the sole and exclusive use of Owners, occupants, guests and invitees of those Units located within the Lot, to the complete and total exclusion of all other Units, and the Unit Owners, guests and occupants and invitees thereof. If any areas located within any courtyards, private lawns, or privacy fences serve only a single Unit, and if same are located within the Common Area, then such area shall be deemed to be "Limited Common Areas" and "Limited Common Elements", and shall be reserved for the sole and exclusive use of Owners, occupants, guests and invitees of the Unit served thereby, or accessed therefrom, or from which same are accessed. All walkways, driveways and parking areas and similar improvements located within the boundary lines of a Unit or leading to or serving only a single Living Unit shall be Limited Common Elements and exclusive use thereof shall be limited to the Unit Owners of such Unit and their tenants, renters, guests, occupants, guests and invitees.

Section 9. Parking. In no event shall any Unit Owner, or the occupant of any Unit, or the guests, occupants or invitees of any Unit, park vehicles on any of the private drives (those serving more than one Unit) making up a part of the Common Areas or Common Elements, other than within designated parking places, and, in no event, shall any vehicles be parked so as to block or obstruct any of such drives. Parking spaces designated by the Plat, or by the Association, or by the Developer, for the exclusive use of the Owners, occupants, guests or invitees of a particular Unit, shall be deemed to be Limited Common Elements or Limited Common Areas, and shall be reserved for the sole and exclusive use of the Owners, occupants, guests and invitees of such Unit, to the complete and total exclusion of all other Units and the Unit Owners, guests, occupants and invitees thereof.

Section 10. Trespass. Usage by, or entrance upon "Limited Common Elements" or "Limited Common Areas", by the Owners, occupants, guests or invitees of Units, other than those to which the usage of such elements or areas are reserved, shall be wholly improper. The "Limited Common Elements" or "Liniited Common Areas", shall be reserved to the exclusive use of the Owners, or occupants of the applicable Units, and the guests or invitees of such Owners or the occupants of such Units, the same as though such "Limited Common Elements" or "Limited Common Areas" were owned, exclusively, by the Owners of such applicable Units. Entry upon, or usage of such Limited Common Areas or Limited Common Elements by the Owners, occupants, guests or invitees of Units, other than those to which the usage of such elements or areas are reserved, shall be a trespass. The Owners and occupants of all Units within the Properties shall be, and they are hereby given notice (including any notice required by the Revised Ordinances of the City of Columbia, Missouri, or the statutes of the State of Missouri), that entry upon, or usage of any "Limited Common Areas" or "Limited Common Elements" designated for the exclusive use or enjoyment of the Owners or occupants of other Units shall be a trespass, including a trespass in the first degree as provided by the applicable laws of the State of Missouri, and the applicable ordinances of the City of Columbia, Missouri. The Owners of all Units, by accepting a deed for any Unit located within the Development

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

or the Properties, agrees that any entry upon Limited Common Areas or Limited Common Elements designated for the exclusive use of other Units shall be unlawful, wrongful and improper, and that same shall be a trespass, and that he, she or they have received actual notice or communication against such trespass, including that actual notice or communication required under any of the ordinances of the City of Columbia, Missouri, and any successor ordinances, and the state statutes of the State of Missouri. Notwithstanding anything to the contrary hereinabove set forth in this Section 10, however, the Association shall have an easement, over, across and upon Limited Common Areas and Limited Common Elements for the purposes of performing the maintenance and repair duties and obligations of the Association, as imposed upon the Association by this Declaration. Further notwithstanding anything to the contrary hereinabove set forth in this Section 10, the provisions of this Section 10 shall not in any respects reduce nor affect the easements granted by ARTICLE X of this Declaration. The Association shall be authorized to promulgate such reasonable rules and regulations, as its Board of Directors, in its sole and absolute discretion, shall, from time to time deem necessary or appropriate for purposes of preventing or discouraging trespasses of the type hereinabove described in this Section 10. In addition to the remedies provided for by the above provisions of this Section 10, the Association shall have the right and the power to protect the rights of Unit Owners to the exclusive use of parking spaces designated for their exclusive use by the towing of vehicles improperly parked within parking spaces designated for the exclusive use of certain Units, at the expense of the Owners of such vehicle, or by such other methods as the Association shall determine appropriate.

Section 11. Diminishment of Easement. No easement granted by this ARTICLE XI, and none of the terms and conditions of this ARTICLE XI, shall be deemed to in any way affect, diminish or reduce the easements granted under ARTICLE X hereof, or any easement granted by the Plat or by any replat of any of the Lots located within the Parcel.

ARTICLE XII
USE RESTRICTIONS

The Units and the Building and structures and Living Units located thereon (hereinafter collectively referred to as a "Unit" in this ARTICLE) shall be subject to the following provisions and restrictions:

Section 1. Single Family Residence. No Unit shall be used for any purposes other than as a residence site for a single Family. Short term guests are permitted. There shall be no prohibition upon renting or leasing of Units. No such prohibition shall be either expressed or implied.

Section 2. No Roomers or Boarders. Except to the extent provided in Section 1, it is hereby provided that no boarders or roomers shall be permitted in addition to the Family occupying each such Unit. The provisions of this Section 1 and 2 (and any provisions of this Declaration), shall not be deemed to prohibit the renting or leasing of a Unit; provided, however, that such Unit must be used as a single Family residence, for one Family, which shall use the Unit only for residential purposes. Renting or leasing of Units is permitted.

Section 3. Home Occupation. The restriction above to use of any Unit as a single Family residence shall not prohibit the conduct of a "home occupation" upon said Unit as defined herein.

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

Home occupation means any occupation or profession carried on by members of the immediate "Family" residing on the premises, in connection with which there is not used any sign or display that will indicate from the exterior that the Building is being utilized in whole or in part for any purpose other than that of a single Family residence dwelling; in connection with which there is no commodity sold upon the premises, and no person is employed other than a member of the immediate Family residing on the premises, and no mechanical or electrical equipment is used except such as is permissible for and is customarily found in purely domestic or household premises for the Family residing therein; and in connection with which no noise (of any kind or nature whatsoever), and no disturbance (of any kind or nature whatsoever), and no odor or fumes or vapors or dust or air borne particles (of any kind or nature whatsoever) are generated; and in connection with which there are no persons employed other than members of the immediate Family residing on the premises; and in connection with which no tools or equipment are used except such as are permissible for and are customarily found in purely domestic or household premises for the Family residing therein; and in connection with which no traffic is generated; and in connection with which no item of goods, material or equipment is stored in the premises. A professional person may use his residence for infrequent consultation, or emergency treatment, or performance of his profession. Permitted home occupations shall not include barber shops, beauty shops, shoe or hat repair shops, tailoring shops or any type of pick up station or similar commercial activities but the recitation of these particular exclusions shall not be deemed to constitute authorization for the conducting of other businesses or enterprises which are precluded by the previous language of this ARTICLE or by other sections of the Declaration, Articles or Bylaws. Nothing herein shall be construed to permit home occupations not permitted by applicable zoning laws. No daycare homes, daycare houses, daycare establishments, group houses, half-way houses, residential care facilities, daycare centers, preschool centers, nursery schools, child placement centers, child education centers, child experiment stations or child development institutions, or child care or babysitting services or similar facilities, shall be permitted, and daycare of children for hire shall not be permitted.

Section 4. Additional Structures or Improvements. No additional and/or accessory structures or improvements of any kind or nature whatsoever, walls, fences or Buildings of any nature whatsoever, or sheds, posts, poles, storage sheds, dog houses, storage boxes, basketball goals, tennis courts, pools, swimming pools, wading pools, children's play equipment, driveways, walkways, parking areas, basketball goals, children's play equipment, racket sports courts, or other improvements of any kind, or any similar items of any nature whatsoever shall be erected upon any Lot or Unit, in addition to the basic Building, patio, walk, deck, porch and any other improvements originally provided by the Developer or Builder, or any reasonably similar replacement thereof, or addition thereto, without the approval of the Association's Board of Directors or its Architectural Control Committee, pursuant to ARTICLE VIII of this Declaration.

Section 5. Parking. Except as may be otherwise provided by specific regulations of the Association, no uncovered parking spaces on the Property, or on any street (public or private) serving the Property, shall be used for the parking of any trailer, truck, boat, camper, mobile home, motor home or anything other than operative automobiles, which are in good condition and repair, and are currently licensed, and which are used with very substantial, regular frequency, (i.e., at least once a day) (it being the intention of the parties that inoperative automobiles not be placed within the Development, and not be stored within the Development, and that automobiles not used with very substantial regular frequency not be placed within the Development). The word "trailer" shall

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle whether or not self-propelled, constructed or existing in such a manner as would permit the use and occupancy thereof for human habitation, for storage, or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation and used or so constructed that it is or may be mounted on wheels or other similar transporting device and used as a conveyance on streets and highways. The word "truck" shall include and mean every type of motor vehicle other than passenger automobiles, vans and pick-up trucks and other similar utility vehicles which are used primarily as passenger vehicles by persons occupying the Units. No covering or walling in of uncovered parking spaces shall be permitted except as specifically approved by the Association or it Architectural Control Committee. Provided, however, that this Section shall not apply so as to interfere with normal construction methods in the construction and development of any part of the Properties, or of additional Units thereon. Notwithstanding anything to the contrary hereinabove set forth, the Association may, if the Association's Board of Directors elects to do so, place upon the Common Area appropriate parking for recreational vehicles, campers, boats, mobile homes and other recreational vehicles; provided, however, that same shall be so constructed and placed as to not in any respects interfere with the use or enjoyment of any of the Units, or with the appearance of the Units, and such parking shall be constructed in such a manner as to be harmonious with the surroundings. The above provisions of this Section 5 to the contrary notwithstanding, Unit Owners shall be permitted to park within the boundary lines of the Lot containing their Unit, and within the parking spaces provided for their Unit (but not within parking spaces reserved for other Units), for reasonable periods of time (not to exceed 24 hours, and not to exceed 4 such periods of 24 hours within any calendar month), a trailer, truck, camper, mobile home or motor home so as to permit the reasonable loading and unloading of such trailer, truck, camper, mobile home or motor home. Such vehicle shall be parked within the Development solely for reasonable loading and unloading, and for no other purposes All present and future Unit Owners and occupants shall be deemed to have agreed that the provisions of this Section 5 shall apply not only to the Lots and the Units, but also to any public streets which abut upon any of the Lots. All Unit Owners, agree, on behalf of themselves and their successors, and all present and future Owners and occupants of Units, to be bound by the restrictions set forth in this Section 5 as to all public streets and portions thereof, and the provisions of this Section 5 shall be enforceable as to the public streets, the same as with respect to the Units. Motor vehicles which are not used, regularly, and generally at least once during each twenty-four (24) hour period, must be parked in a garage. Inoperative vehicles must be stored or kept within a garage at all times. Boats, campers, recreational vehicles, motor homes and trailers may not be parked outside of a garage or such a screened in structure, and may not be parked on a public street in front of any Residential Building, house or dwelling. No motor vehicles, boats, motor homes, mobile homes or trailers of any kind may be parked in the street, in front of a Building, home or residence, for any continuous period of more than twenty-four (24) hours. Inoperative vehicles, vehicles which are being repaired, vehicles which are under repair, and any vehicles which are not used with very substantial frequency, shall not be kept, stored or parked in any driveway or on any street within the Development.

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

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document BOONE COUNTY MO JAN 19 2005

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

(a) On the Common Areas and approved in advance by the Directors;

(b) Regarding and regulating the use of the Common Areas and approved in advance by the Directors;

(c) Used by the Developer to advertise the Units for sale or to identify the financing and/or the construction agents during the construction and sales period;

(d) One professional sign used to advertise a Unit for sale or rent; provided that same shall be no more than five (5) square feet (i.e. five feet by five feet) in area, and no more than five (5) feet tall, and that same shall only state that the Unit is for sale or rent, together with the name and telephone number of the Unit Owner or his agent;

(e) Traffic signs or directional signs, or signs imposing traffic rules or regulations located on the Common Areas, and approved in advance by the Directors.

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

Section 8. Exterior Wiring, Antennas or Installations of Satellite Receiving Dishes or Similar Improvements, Air Conditioners, Etc. No exterior wiring, aerials or antennas, or satellite receiver dishes, or TV receiving dishes, or dishes or receivers receiving television, radio or electronic signals, or any similar improvements or equipment of any kind or nature whatsoever (nor anything having an appearance similar thereto) shall be permitted on the exterior portion of any Building situation upon any Lot nor be placed upon any Lot, Unit or Building except as may be erected by the Developer or as shall be approved in advance (by the Developer or the Association's Board of Directors or Architectural Control Committee (whoever holds the architectural control powers) in accordance with the architectural control provisions of this Declaration. No air conditioning, heat pumps or other types of installations shall be installed or permitted which appear on the exterior of any Building or which protrude through walls, roofs or window areas of any Building, or which are located on any Lot, except as may be installed by the Developer or the Builder in the original construction or as may be subsequently approved, in advance, in accordance with the architectural control provisions of this Declaration. **PREEMPTION BY FEDERAL REGULATIONS AND FEDERAL LAW: IT IS UNDERSTOOD THAT FEDERAL REGULATIONS OF THE FEDERAL COMMUNICATIONS COMMISSION AND OTHER FEDERAL LAW, TO SOME EXTENT, HAVE PREEMPTED AND MAY HEREAFTER PREEMPT THE RIGHTS OF ASSOCIATIONS TO APPROVE OR DISAPPROVE OF CERTAIN SATELLITE RECEIVING DISHES OR BROADCAST RECEIVER DISHES OR TELEVISION RECEIVING DISHES. THE INTENTION IS THAT THE DEVELOPER AND THE ASSOCIATION'S BOARD OF DIRECTORS OR IT ARCHITECTURAL CONTROL COMMITTEE (WHOEVER HOLDS THE ARCHITECTURAL CONTROL POWERS UNDER ARTICLE VIII OF THIS DECLARATION) SHALL, TO THE MAXIMUM**

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

EXTENT LAWFULLY PERMITTED, HAVE AND RETAIN ALL POWERS AND AUTHORITIES PROVIDED FOR BY THIS SECTION 13, BUT THAT THIS SECTION 13 SHALL BE AUTOMATICALLY MODIFIED TO CONFORM WITH APPLICABLE FEDERAL LAW OR REGULATION OR ANY OTHER APPLICABLE LAW OR REGULATION. TO THE EXTENT THAT ANY PARTY HOLDING THE ARCHITECTURAL CONTROL POWERS AND AUTHORITIES MAY LAWFULLY CONTROL THE TYPE, LOCATION, APPEARANCE, SIZE OR PLACEMENT OF SATELLITE RECEIVER DISHES, TELEVISION RECEIVER DISHES OR ANTENNAS OR ANTENNAS DESIGNED TO RECEIVE A DIRECT BROADCAST SIGNAL, THE PARTY HOLDING THE ARCHITECTURAL CONTROL POWERS (THE DEVELOPER OR THE ASSOCIATION'S BOARD OF DIRECTORS, AS THE CASE MAY BE) SHALL HAVE THE RIGHT AND AUTHORITY REASONABLY, ACTING IN GOOD FAITH, TO SPECIFY THE LOCATIONS FOR, THE SIZES OF, THE TYPES OF, THE COLOR OF, AND SCREENING FOR SUCH SATELLITE RECEIVER DISHES OR ANTENNAS. ALL SATELLITE DISHES OR ANTENNAS, WHETHER BROADCAST OR RECEIVING, OTHER THAN THOSE GOVERNED BY THE RULES OF THE FEDERAL COMMUNICATIONS COMMISSION OR ANY SIMILAR GOVERNMENT AUTHORITY SHALL BE SUBJECT TO ALL OF THE ARCHITECTURAL CONTROL PROVISIONS OF ARTICLE VIII OF THIS DECLARATION AND MAY NOT BE ERECTED UNTIL SAME ARE APPROVED, IN ADVANCE, IN ACCORDANCE WITH THE ARCHITECTURAL CONTROL PROVISIONS OF ARTICLE VIII OF THIS DECLARATION. ALL DBS DISHES AND ANTENNAS AND OTHER SATELLITE DISHES WHICH ARE GOVERNED BY THE RULES AND REGULATIONS OF THE FEDERAL COMMUNICATIONS COMMISSION OR ANY OTHER GOVERNMENTAL AUTHORITY SHALL BE SUBJECT TO SUCH REASONABLE RESTRICTIONS AS THE PARTY HOLDING THE ARCHITECTURAL CONTROL POWERS UNDER ARTICLE VII OF THIS DECLARATION MAY LAWFULLY IMPOSE, IN ACCORDANCE WITH THE APPLICABLE FEDERAL COMMUNICATIONS REGULATIONS OR OTHER APPLICABLE LAW.

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

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

(b) Such pets shall not be allowed to disturb others by barking, noise or other activities, and shall not run loose on portions of the properties other than the Unit in which kept, and shall not be either chained or housed, or allowed to run loose upon the exterior portion of any Unit, or upon the exterior portion of any Building located on any Unit; provided, however, that such pets may be chained or allowed to run within any private patio or deck portion of a Unit if such pets do not thereby create a nuisance, or in any respects cause inconvenience to owners of occupants of other adjacent Units, and that the portion of the Unit so occupied by the pet is sufficiently fenced to enclose

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

such pet; provided further, however, that no pet shall, in any event, be housed outside of the Building located on a Unit;

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

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

(e) No dog pens, dog houses, or other similar enclosures are allowed in the Development. "Dog pens" shall include pens with improved or non-improved floors, with fences on top and/or around which are used to encage animals. Dog pens shall further include electronic fences or so-called invisible fences.

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

Section 10. Trash, Storage, Disposal/Outdoor Storage. All trash, rubbish, garbage and other materials being thrown away or disposed of by Unit Owners or residents on the premises must be placed in bags or containers approved by the Mixed Refuse Service of the City of Columbia. These bags or containers are to be stored in concealed locations on Units, and may be placed in open locations only for a period of not in excess of eight (8) continuous hours in any week, so as to facilitate collection. The outdoor placement of or storage of materials, equipment, canoes, boats, or other items of any kind, nature or description whatsoever, on any outside portion of a Unit shall be prohibited, with the provision that the placement of such functional items as patio and outdoor living equipment within private patios, courtyards, private lawn areas or porches or decks shall be permitted, and that the use of children's bicycles and play equipment and other items approved by the Directors of the Association (but not the storage of same) in such a manner as not to unreasonably interfere with the enjoyment of the Units and Common Areas by other Owners and residents, shall be exempt from this provision. Because of the hazards of fire, storage of highly flammable or explosive matter is prohibited on any portion of the Properties. Provided, however, this section shall not apply so as to interfere with normal construction methods in the Construction and development of any portion of the Properties. As indicated in ARTICLE IX of the Declaration trash and mixed refuse, in certain areas, must be placed by the Owners or occupants of Units on the curb lines of public streets, in a timely fashion, so as to permit the removal thereof by the Mixed Refuse Service, on the day designated for pickup by such service. All such trash or mixed refuse so placed on such curb line shall be contained in suitable bags or containers as approved by the Mixed Refuse Service of the City of Columbia. The Association shall have the right to designate specific areas where trash or mixed refuse shall be placed, and to promulgate reasonable rules and regulations for the location or placement of trash or mixed refuse, and for the types of containers which shall be used for trash

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

or mixed refuse placed on the curb line of the public streets. All trash or mixed refuse shall be placed, at the appropriate location, on the curb line of the public street, in time to permit the orderly pick-up thereof on the day designated by the Mixed Refuse Service for mixed refuse pick-up. If a Unit Owner or occupant does not place trash or mixed refuse at the appropriate location in time to permit the orderly removal of same by the Mixed Refuse Service, then such owner or occupant shall be required to remove same from the curb line and to make other arrangements for the orderly removal of same. No owner or occupant of any Unit shall permit trash or mixed refuse placed by him on the curb line of the public street to remain at such location after the mixed refuse trucks have made a pick-up at such location. All bags or containers used by Unit Owners for the placement of trash or mixed refuse on the curb line of the public street shall be such as will reasonably prevent the littering of the area, or the scattering of the trash or mixed refuse.

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

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

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

Section 14. Garages. All garage doors shall be kept closed at all times other than when driving vehicles into or out of garages, or when placing other articles in or removing other articles from garages. No garages shall be used for storage of goods, merchandise, wares, tools, equipment, produce, products or other items of any kind or nature whatsoever used in connection with a business or commercial activity. Garages may not be converted to habitable space or living space for pets or humans or animals.

Section 15. Planting and Gardening Prohibited. Except in the individual patio areas, or private deck areas, or private garden areas, or private porch areas, or private courtyards, or other areas inside privacy fences, or other areas designated by the Board of Directors, no planting or gardening shall be done, unless approved in advance by the Developer or the Association's Board of Directors (whoever holds the Architectural control powers), pursuant to the Architectural control provision of ARTICLE VIII of this Declaration, and no fences, hedges or walls shall be erected or maintained upon any Unit except as are planted or installed in accordance with the initial construction of the improvements on any Unit, or as approved, in advance, in accordance with the Architectural control provisions of ARTICLE VIII of this Declaration.

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

Section 16. Storage Tanks. No tank for the storage of propane or other fuel may be maintained on any Unit or within any Lot.

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

Section 18. Awnings and Storm Doors Prohibited. No awnings or storm doors, not installed by the Developer or the Builder as a part of the original construction, may be constructed, installed or erected nor may any external changes of any kind be made to any Building or improvement within the Development, unless approved, in writing, in advance, pursuant to the Architectural Control Provisions of ARTICLE VIII of this Declaration.

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

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

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

(b) To impose upon the Unit (and the Owners thereof), being used in violation of any of the use restrictions, a special assessment (by way of a fine), in such amount as the Association's Board of Directors, in its sole, absolute and unmitigated discretion shall deem appropriate, not to exceed Four Hundred Dollars ($400.00) per month during the continuance of the violation. Such fine shall constitute a special Unit assessment upon the Unit (and the Owners thereof) subjected to the assessment. Such special Unit assessment shall be payable to the Association, upon demand, and shall be added to (and become a part of), the other assessments to

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

which the Unit (and the Owner thereof) is subject, and shall be enforceable in the same manner as is provided for the enforcement of other assessments under ARTICLE VI of this Declaration;

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

With the exception of those situations involving a legitimate emergency, posing a danger to the safety of the properties or any portion thereof, or any of the residents thereof, or any guests or invitees therein, the Association's Board of Directors shall not, in the event of a violation or apparent violation of the use restrictions hereinabove set forth in this ARTICLE XII, seek to utilize any of those powers or remedies conferred upon it by subsections (a) through (c) of this Section 20, without first giving written notice of intention to do so to the Owners or occupants (in the event the occupants are different than the Owners) of the applicable Unit. Such written notice shall specify the violation or apparent violation of the use restrictions hereinabove set forth in this ARTICLE XII, and shall notify the said Owners or occupants of the intention of the Association's Board of Directors to resort to one or more of the powers, authorities and remedies conferred upon it by such subsections (a) through (c). Such notice shall further give such Owners or occupants notice of the time and place at which such Owners or occupants may appear before a meeting of the Association's Board of Directors. At such meeting such Owners or occupants, and any other interested persons, shall be permitted to present such evidence and/or arguments, both for and against the violation or apparent violation of the use restrictions hereinabove set forth in this ARTICLE XII, as shall appear to be reasonably relevant to the issue as to whether the apparent violation exists or has occurred. Evidence presented to the Board may be taken under oath, or not under oath, as the Board, in its discretion, sees fit. Parties (including the Owners) appearing before the Board, shall be entitled to have an attorney represent them, should they desire to do so; provided that all costs and expenses incurred in connection with such attorney's representation shall be paid by the party utilizing the attorney's services. Formal rules of evidence shall not apply, but the board shall utilize its best efforts to hear only such evidence, as would appear to be reasonably competent, and as would appear to be reasonably relevant to the issue as to whether the violation or apparent violation of the use restrictions hereinabove set forth has occurred, or is occurring. At the conclusion of the presentation of evidence to the Board, the Owners or occupants of the applicable Unit, and all other interested parties shall be permitted to present such arguments or statements to the Board as they shall deem proper and appropriate. Following the presentation of the evidence, and such statements or arguments, the Board shall adjourn, and shall, in closed session, make a determination as to whether the violation or apparent violation exists, or has occurred, and shall determine the fines to be imposed, or the other remedies to be utilized by the Board in attempting to terminate or remedy the violation or apparent violation. All decisions of the Board, in this regard, shall be by majority vote of those members of the Board who are present and voting. Presence of a majority of the Board of Directors shall constitute a quorum for all purposes under this Section 20. As soon as practicable following the decision by the Board, the Board shall notify the Owners or occupants of the applicable Unit of its decision, in writing and (in the event, the decision is that the breach or violation of the use restrictions has occurred, or is occurring), such writing shall further state the sum of the fine or fines to be imposed, and/or a description of the other remedies or powers to be exercised by the Board in an attempt to eliminate the breach or violation. The occupants or owners of the applicable Unit shall have five (5) days, from the date of delivery of such written notice to the Unit, to remedy or eliminate

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

the breach or violation. In the event the breach or violation is not remedied during such five (5) day period, then the action of the Board of Directors, commencing on the sixth (6th) day following the delivery of such notice, shall be in full force and effect, and the fines or other remedies described in the written notice from the Board of its decision (or other remedies described in such decision) shall be in full force and affect, and shall be applied or imposed, beginning with the said sixth (6th) day. Where a Unit is occupied by a person or persons other than the Unit Owners, the Board of Directors, where it is reasonably practicable to do so, shall notify both the occupants of the Unit and the Owners thereof of a hearing before the Board of Directors, of the type hereinabove described, and of the Board's decision and intentions, as hereinabove described.

The Developer for each Lot and Unit located within the property, hereby covenants, on behalf of the Developer and the Developer's successors, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to the provisions of this Section 20, and to the rights, powers, remedies and authorities imposed within the Association's Board of Directors by this Section 20, and to waive any right to recourse against, or damages from, or claims or complaints against, the Association's Board of Directors, or the Association, or any members of such Board of Directors or such Association, which may arise out of any exercise by the Association or its Board of Directors of the rights, remedies, powers and authorities provided by this Section 20. In addition, should the Association, or its Board of Directors, by reason of a violation of the restrictions set forth in this ARTICLE XII, seek from any Court any temporary restraining order, restraining order, injunction, temporary injunction, preliminary injunction or similar relief, all requirements, of any kind or nature whatsoever, that the Association, or its Board of Directors post an injunction bond, or a bond, or a surety bond, or any type of bond of any kind or nature whatsoever, shall be and the same are hereby waived by each Unit Owner, and by the Developer (on behalf of themselves and on behalf of their successors, and each and all successors in ownership to any Unit or any Lot). The Developer for each Lot and Unit located within the property hereby covenants, on behalf of the Developer and the Developer's successors, and each Owner of any Unit by acceptance of a Deed therefor shall be deemed to covenant and agree, that the Association shall, upon presentation to a Court having appropriate jurisdiction of a petition seeking a temporary restraining order against a violation or threatened violation of the use restrictions hereinabove set forth, be fully entitled to receive such temporary restraining order, ex parte, without the necessity for the posting of any bond, injunction bond, surety bond or other type of bond of any kind or nature whatsoever. The Developer, on behalf of the Developer and the Developer's successors in ownership of any portion of the properties, and each Owner of any Unit by acceptance of a Deed therefor, recognize that strict compliance with the use restrictions hereinabove set forth in this ARTICLE XII is of the utmost importance to the protection of the Properties, and the value thereof, and that a breach or threatened breach of said use restrictions would cause substantial damage to the Properties, and the Unit Owners, and the occupants of the properties, and would constitute a substantial threat to proper enjoyment of the Units by the Owners and/or occupants thereof. Strict performance of, and observation of, and compliance with, the use restrictions hereinabove set forth in this ARTICLE XII is, therefore, of the essence.

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

ARTICLE XIII
INSURANCE

Section 1. Insurance to be Acquired and Maintained by the Association. Unless the Association's Board of Directors, in its discretion, determines that the Association will obtain and maintain insurance on all Buildings and Units, the Unit Owners shall obtain and maintain insurance on their respective Buildings and Units and the improvements located thereon, insuring same, in the name of the Unit Owner and the Association, against loss or damage by fire, lightening, wind storm, hale, explosion, vandalism and malicious mischief, and all other hazards as are generally carried in the area under standard all risk coverage provisions for at least the full insurable replacement cost of the improvement insured. The provisions of this Section 1 notwithstanding, the Board of Directors of the Association, may in its discretion elect to have the Association obtain and maintain insurance on all Buildings and Units of the type hereinabove described in this Section 1, in which event the replacement costs shall be determined by the Association's Board of Directors, and may be increased or decreased from time to time as such Board shall, in its sole and absolute discretion elect. Such insurance shall be placed with companies approved by the Association's Board of Directors and authorized to do business in the State of Missouri. Such insurance shall provide for protection against loss due to fire and such other causes and casualties as are included in so-called "all risk" insurance coverages for each Unit and the Building located thereon, and the attached, built-in or installed fixtures and equipment contained in such Building, and all floor coverings, wall coverings, ceiling coverings and fixtures, and all parts and components of the structure and of the walls, ceilings and floors therefor and all finishes therefor. The insurance coverage applicable to each Unit as provided for herein, shall be issued in the name of the Unit Owner and the Association (or the Association shall be included as a Loss Payee), and the proceeds thereof shall be payable to the Unit Owner and the Association to be used under the following terms and provisions of the Declaration dealing with insurance proceeds. Upon demand, the Association or the Unit Owner, as the case may be, shall furnish the other said party with a Certificate of Insurance covering the Owner's Unit and improvements, and with a certificate evidencing that such insurance is in effect. Insurance on all Units contained within a single Building or structure shall (if required by the insurer insuring the first Unit contained within such Building or structure), be with the same company, but different companies may insure with respect to Units contained within other Buildings or structures. In any event, unless the Association's Board of Directors elects to obtain the insurance on the Units, the Unit Owners shall be required to obtain and maintain fire and casualty insurance on their respective Buildings and Units which satisfies all of the requirements of this Section 1, and, upon demand by the Association, shall provide to the Association proof that such insurance is in effect.

Section 2. Insurance on Common Elements. The Association, by and through its Board of Directors, shall obtain and maintain insurance on all Common Areas and Common Elements and all facilities located thereon against loss or damages by fire, lightening, windstorm, hail, explosion and other casualties which may reasonably be insured against, to the extent that such insurance can reasonably and practicably be obtained.

Section 3. Insurance Premiums. If the Association's Board of Directors elects to obtain and maintain the insurance on the Units and Buildings, then (and only then) in addition to the annual assessment provided for above, each Owner of each Unit covenants to pay to the Association, as determined by the Association, or its Board of Directors, or the insurance carrier for that insurance

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

described in Section 1 of this Article, at such times and in such installments as shall be determined by the Association's Board of Directors or such company, commencing on the day an Owner takes title to a Unit, his prorated share of the total insurance premium charged by the insurance carrier for any insurance obtained and maintained under Section 1 of this Article by the Association. The Association, or its Board of Directors, or the insurance carrier for that insurance described in Section 1 of this Article shall apportion the total premium for all such insurance among the various Units based upon the cost of replacement and risks involved with respect to the improvements located upon each Unit.

In the event an Owner fails or refuses to pay the aforesaid prorated portion of the premium for that insurance described by Section 1 of this Article, then such prorated amount of such premium shall be added to and become a part of the Annual Maintenance Assessment or charge to which such Unit is subject under this Article, and as a part of such Annual Assessment or charge, it shall be a lien and obligation of the Owner, and shall become due and payable, and be collectible, in all respects as provided for the Annual Assessment by the Declaration. If a Unit Owner fails to maintain insurance on such Unit Owner's Unit and Building, as required by Section 1 of this ARTICLE XIII, then the Association's Board of Directors may (but need not) obtain insurance on such Unit and Building, and the cost of such insurance shall be a special assessment against such Unit Owner and such Unit Owner's Unit, which shall be enforceable in the manner provided for by ARTICLE VI of this Declaration.

Section 4. Repair and Restoration of Improvements. In the event of damage to or destruction of a Building or of an improvement on a Unit due to fire or other disaster or cause, the Owner shall repair, rebuild and restore said improvement to a condition substantially as good as prior to the damage or destruction within a reasonable time from the date that the damage or destruction occurs. In the event an Owner fails or refuses to repair, rebuild and restore such improvements as provided herein, each Owner of any Building or Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any deed of conveyance, hereby irrevocably constitutes and appoints the Association his true lawful attorney in fact, in his name, place and stead, and with full and complete authorization, right and power to collect the proceeds of the insurance policy described in the above provisions of the Declaration, in its sole name and to cause the repair, reconstruction and restoration of such improvements and to pay for same with said insurance proceeds. An Owner shall have no claim against the Association in the event it collects the proceeds of such insurance policy and uses same to repair, restore and reconstruct such improvement. If the Owner does make the repairs, rebuilding or restoration, then the Owner shall be entitled to the proceeds of the insurance.

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

Section 5. Other Insurance. Nothing herein shall preclude a Unit Owner from obtaining whatever additional insurance he may desire, and it shall be the individual responsibility of each Owner to provide tenant's theft, liability and other insurance covering personal property, damage or loss.

Section 6. Waiver of Subrogation. To the extent permitted by law, a Unit Owner and the Association do hereby mutually release each from the other, and their respective officers, agents,

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

employees and invitees, from all claims for damage or destruction of their respective physical properties, if such damage or destruction results from one or more of the perils covered by fire and extended coverage insurance. This release or waiver shall not apply as between Owners of individual Units.

Section 7. Subordination of Rights. The provisions of ARTICLE XIII shall be subject and subordinate to the rights of any mortgagee or beneficial owner of a deed of trust in and to any insurance proceeds payable by reason of any loss covered by such insurance concerning any Building or an improvement situated on any Unit in which said mortgagee or beneficial owner of a deed of trust may hold a security interest. The proceeds of such insurance payable to said mortgagee or beneficial owner of a deed of trust shall be applied by said mortgagee or beneficial owner toward the payment of those costs of restoration or repair of the damaged improvements actually incurred. Any excess proceeds received, or if for any reason such restoration or repair does not take place then the entire proceeds, shall be applied in reduction of the mortgage or deed of trust indebtedness.

ARTICLE XIV
SALE OF COMMON AREA

A sale, mortgaging or other disposition of all or any part of the Common Area shall not be valid unless given prior approval by a three-fourths (3/4) majority vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) days nor more than forty (40) days in advance of the meeting setting forth the purpose of the meeting, and unless given prior approval by mortgagees of seventy-five percent (75%) of all Units subject to mortgages or deeds of trust and unless approved by Owners of all immediately adjacent Units and all Owners of Units containing any such Common Area. A disposition, so approved, shall be binding upon all Unit Owners.

ARTICLE XV
RIGHTS OF FIRST MORTGAGEES

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

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

Section 2. Examination of Books and Records. The holder of a first mortgage deed of trust, or a first mortgage, shall be entitled to examine the books and records of the manager and Board of Directors of the

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

Association of its intent to exercise its right under this Section 2; provided, however, that such examination shall be made only at reasonable times and at reasonable intervals.

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

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

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

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

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

Section 8. Claims for Unpaid Assessments. Any first mortgagee or holder of a first mortgage deed of trust, which comes into possession of a Building or Unit pursuant to the remedies provided in the mortgage or deed of trust, or by foreclosure of such mortgage or deed of trust, or by deed in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the Building or Unit which accrued prior to the time such mortgagee or deed of trust holder came into possession of such Building or Unit.

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

(a) By act or omissions seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by the

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

Association; provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Property shall not be deemed a transfer within the meaning of this clause;

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

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

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

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

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

ARTICLE XVI
GENERAL PROVISIONS

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

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

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

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

extended for successive periods of ten (10) years each unless an instrument signed by not less than sixty percent (60%) of the Class A Members has been recorded, which instrument provides for amending or terminating this Declaration, in whole or in part. During the first twenty (20) year period of this Declaration, it may be amended in whole or in part only by an instrument signed by not less than seventy-five percent (75%) of the Class A Members and one hundred percent (100%) of the Class B Members, if any, and thereafter it may be amended in whole or in part only by an instrument signed by not less than seventy-five percent (75%) of the Members of the Association. All amendments to this Declaration shall be recorded in Boone County, Missouri.

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

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

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

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

Section 8. Requirement for Plats. All Lots must be platted in accordance with plats approved by the Developer, so long as Class B voting rights exist, and thereafter by the Architectural Control Committee, so as to subdivide each Lot into one (1) or more Units and Common Area. The front portion of each Lot (i.e. the portion of the Lot in front of the Building), shall and must be substantially made up of substantial Common Areas, and shall contain substantial amounts of Common Area.

Section 9. Attorney's Fees. If any party shall seek to enforce against any other party 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 cost, expenses and attorney's fees incurred in connection with such proceedings, and in the preparation for such proceedings, and shall be entitled to judgment for such attorney's fees, costs and expenses, in addition to judgment for such other rights and remedies to which such prevailing party would otherwise be entitled.

ARTICLE XVII
ANNEXATION

The Developer may bring additional parcels of the Annexation Parcel under the jurisdiction of the Association, and may make same a part of the Development, and may subject same to the

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

provisions of this Declaration, and may cause the Lot Owners and Unit Owners of Lots and Units located therein to become subject to the Association and this Declaration, without the consent of any Lot Owner or Unit Owner or any Lot Owners or any Unit Owners or anyone else; provided, however, that the following terms and conditions shall be satisfied:

(a) Any such additional Parcel made subject to the jurisdiction of this Association must be located either within the Annexation Parcel, or must be a part of the Annexation Parcel, or must be located either adjacent to, or within reasonable proximity to, that Parcel which is initially subject to this Declaration, or the Annexation Parcel.

(b) Any additional Parcel brought under the jurisdiction of the Association or made a part of the Development shall be so brought under the jurisdiction of the Association and shall be made a part of the Development, either by a recorded Supplementary Declaration, or by an Annexation Declaration, or by a recital on the Plat of the Parcel, which shall provide that the additional Parcel is made subject to this Declaration. The Parcel shall, by such Supplementary Declaration, such Annexation Declaration, or by such a recital on the Plat, be deemed to have been made subject to the assessments by the Association, and to this Declaration, and to have been made subject to the Association, and to all covenants, conditions, restrictions, liens, charges and assessments provided for by this Declaration, and all terms, provisions and conditions contained in this Declaration, including any future modifications thereof. The Owners of all Lots and Units contained within such additional Parcels shall be Lot Owners and Unit Owners, and all such Unit Owners shall be Class A members of the Association, if they meet the terms and conditions hereinabove set forth for such Class A membership, and shall be entitled to all rights and privileges of Class A membership. Such additional Parcels shall be deemed to be a part of the Development. All Owners of Units contained within such Parcel shall automatically be members of the Association, and shall be subject to assessment by the Association. All portions of any Parcels annexed to the Development shall be subject to all terms, covenants, conditions, reservations, easements, restrictions, assessments, liens and charges established by this Declaration, and to all duties established by this Declaration.

(c) The provisions of this Declaration and of this ARTICLE XVII to the contrary notwithstanding, the provisions of this Declaration shall not apply to any Land or to any portion of the Annexation Parcel, until such Land or such portion of the Annexation Parcel is annexed to the Development in accordance with the provisions of this ARTICLE XVII. The Developer shall have no duty or obligation (either expressed or implied) to annex any real estate, or any portion of the Developer's Land other than the Parcel or any part of the Annexation Parcel to the Development.

(d) All Unit and Lot Owners obtaining ownership interests in any Unit or Lot shall be deemed to have automatically consented to annexation to the Development by the Developer of any additional real estate which the Developer, in its sole, absolute and unmitigated discretion, shall elect to annex to the Development.

The Developer may, pursuant to its annexation powers reserved to it by this ARTICLE XVII, annex (or not annex, as the Developer, in the Developer's sole, absolute, unlimited, unmitigated and unfettered discretion finds to be appropriate) to the Development provided for by this Declaration

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

(and subject to this Declaration) all or any portion of the Annexation Parcel, including all or any portion of the Annexation Parcel.

ARTICLE XVIII
DISPUTE RESOLUTION/LIMITATION ON LITIGATION/MEDIATION AND ARBITRATION

If there is at any time a dispute between and among any Lot Owner(s), and/or Unit Owner(s), and/or any Builder(s), and/or the Developer and/or the Association, its Board of Directors, or any member of such Board of Directors or any officer of the Association, and/or any manager or management company employed by the Association or its Board of Directors, or between or among any of such persons or parties, or between or among any parties or persons bound by the Declaration, which such disputes concern the application of this Declaration, any of the provisions of this Declaration or performance in accordance with any of the provisions of this Declaration, or any of the terms, covenants, conditions, provisions or restrictions of this Declaration, or any duties provided by this Declaration, or the enforcement of any of same or the application of any of same, or the management of running by the Association or its Board of Directors, or the fairness or propriety thereof [but excluding actions for the enforcement of Assessments or for the enforcement of liens, or charges or Assessments levied in accordance with the provisions of ARTICLE VI of this Declaration, which shall not be subject to Arbitration], then all such disputes shall be resolved solely in accordance with the provisions of this ARTICLE XVIII.

The Developer, on behalf of the Developer and all present and future Lot Owners and Unit Owners, and the Association, hereby agrees that the following provisions of this ARTICLE XIX shall furnish and provide the sole provisions and remedies for the resolution of all such disputes [excluding, however, actions for the enforcement of Assessments or for payment of Assessments, or enforcement of the liens for such Assessments], and agrees that if any such disputes shall ever arise, the following provisions shall be in effect:

Section 1. Mediation. The disputing parties shall mutually agree upon a mediator who shall be disinterested, but who shall have reasonable competence and experience in the area of the issues involved in such dispute. If the parties are unable to agree upon such a mediator then such mediator shall be selected as hereinafter described in this Section 1. The mediator shall not have the right to enforce a settlement upon the parties, but instead the parties shall use the mediator to try to crystallize and clarify their respective positions and to participate in mediation discussions which, hopefully, will lead to a resolution of the dispute. In order to invoke this portion of this Agreement and to obtain the mediation of the dispute [and submitting the dispute to mediation shall be mandatory and not discretionary], the disputing parties shall proceed in the following manner:

a. Either such party who is not satisfied with an impasse concerning any issue shall be entitled to require that the pending dispute between the parties be submitted to mediation pursuant to the provisions of this Section 1;

b. A party may invoke the provisions of this Section 1 by sending written notice to the other parties, demanding mediation of a particular dispute. Said notice shall be dated and shall be given in the manner provided for by this Agreement (and if such party is known to be represented

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

by such attorney such notice shall also be given to such attorney). Such notice shall specify the issue or issues to be made the subject of the mediation proceeding.

c. Upon receipt of the notice the parties shall seek to mutually agree upon a mediator who is acceptable to both parties and who has no financial or personal interest in the issues in dispute or in any of the parties and who is not related to any of the parties and who has no financial or personal interest in the outcome of the mediation proceedings. If the parties cannot agree upon such a mediator then such mediator shall be selected by that person who then directs, heads or supervises the Dispute Resolution Service or Alternative Dispute Resolution Service, or any similar service or department of the University of Missouri - Columbia School of Law (by whatever name that service is then known), or of any dispute resolution service then offered by the University of Missouri - Columbia School of Law (hereafter referred to as the "Law School Dispute Resolution Service"), but if such mediator cannot be so selected, then such mediator shall be selected by the office of the American Arbitration Association having jurisdiction over Columbia, Boone County, Missouri ("the AAA"), in accordance with the rules of the AAA then applicable to mediation and arbitration of commercial disputes. All costs and expenses incurred in obtaining the mediator, and all fees to be paid to the mediator, and all reasonable expenses incurred in connection with the mediation (excluding the attorneys' fees and individual expenses of the disputing parties) shall be equally shared by the disputing parties. However, each party shall pay such party's own lawyer or attorney and all expenses personally incurred by such party.

d. As soon after the selection of the mediator as is reasonably possible the parties (and their attorneys, if any), and any other persons whom they request to be present, shall meet with the mediator and shall fully and frankly discuss with the mediator the nature and extent of the controversy or controversies between the parties. Thereafter the parties and the mediator shall bargain in good faith to seek to resolve said disputes in a manner which is acceptable to all parties and reasonable under the circumstances.

e. The mediation shall occur in Boone County, Missouri, unless the disputing Parties agree to mediation elsewhere.

Section 2. Arbitration. If the disputing parties are unable, through the mediation process described in Section 1 above, to reach an agreement between themselves on a particular dispute (and only after mediation efforts as described in Section 1 above have failed - such mediation shall be mandatory and not optional) any party to such dispute may demand the arbitration of that dispute by referring the dispute to binding **ARBITRATION.** Such arbitration shall be mandatory and shall be conducted in the following manner:

a. The provisions of this Section 2 shall be applicable to all disputes which are subject to this ARTICLE, and shall be required as to all disputes whatsoever.

b. Either of the Parties on either side of the dispute may demand arbitration by written notice to the other parties on the other side of the dispute. Such written notice ("the Notice of Arbitration" or "the Notice" or "the Demand"), shall specify:

(a) The issues to be arbitrated, which shall be specifically described;

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

(b) If the matter in dispute is greater than One Hundred Fifty Thousand Dollars ($150,000), then the identity of an Arbitrator selected by the party serving the Notice ("the First Arbitrator"). [Note: If the matter in dispute is greater than $150,000, then the party serving the notice must specify the identity of a First Arbitrator in such Notice. If the matter in dispute is $150,000 or less, then the party serving the Notice may or may not identify a First Arbitrator in the Notice. If the matter in dispute is $150,000 or less, and the party serving the Notice does not, in such Notice, identify a First Arbitrator, and the parties do not agree upon an Arbitrator, then arbitration shall occur in the manner described in paragraph 9 of this Section 2 of this ARTICLE XVIII, as such paragraph 9 appears below; provided that all other provisions of this ARTICLE XVIII shall remain in effect; meaning that arbitration shall proceed in accordance with this ARTICLE XVIII, but shall be conducted as described in paragraph g. below, before a single Arbitrator.]

(c) A specific statement of the position taken by the party serving the notice as to the issues to be arbitrated;

(d) The contentions as to the facts which support such position; and

(e) A specific description of all documents relating to the issues to be arbitrated upon which the party serving the notice of arbitration intends to rely;

(f) The identification (names, addresses and telephone numbers) of the witnesses whom the parties serving the Notice or Demand of Arbitration expects to call as witnesses.

Such notice of arbitration may be referred to herein as "the Notice of Arbitration" or "the Notice" or "the Demand".

Any provisions of this ARTICLE notwithstanding, if the sole remedy being sought is an injunction, a restraining order, enforcement of a lien, specific performance or other equitable remedy, then the amount in dispute shall be deemed to be less than One Hundred Fifty Thousand Dollars ($150,000.00), and all such disputes shall be resolved before a single Arbitrator.

c. Within fifteen (15) days following the receipt of the Demand the party upon whom the Demand is served shall serve upon the party who served the Demand a response to the Demand ("the Response"). If the amount in dispute or the matter in dispute, or the damages sought or which might be sought, is (are) One Hundred Fifty Thousand Dollars ($150,000) or less, and if the party serving the Notice of Arbitration has, therein, identified a First Arbitrator, then the party serving the Response may either agree to Arbitration before the First Arbitrator, or may, in the Response, object to the First Arbitrator, in which event the Arbitrator shall be selected by agreement of the parties and, in the absence of such agreement, in accordance with paragraphs f and g below. If the amount in dispute or the matter in dispute, or the damages sought, or which might be sought is (are) greater than One Hundred Fifty Thousand Dollars ($150,000), then the party serving the Response shall, in the Response, identify an Arbitrator selected by the party serving the Response ("the Second Arbitrator"), and if the party serving the Response fails, in the Response, to identify a Second Arbitrator, or no Response is served, then arbitration shall proceed before the First Arbitrator identified in the Notice of Arbitration, but shall otherwise proceed in accordance with the provisions of the rules set forth in Section 2 of this ARTICLE XVIII. In the Response, the party serving the

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

Response shall further set forth, specifically and in detail: (a) a description of any additional issues, if any, to be arbitrated in addition to those specified in the Demand; (b) a specific statement of the position of the party serving the Response upon the issues to be arbitrated as described in the Demand and as described in the Response; and (c) the contentions of fact which purportedly support such positions; and (d) a specific description of any documents to be relied upon by the party serving the Response; and (e) the identification (including names, addresses and telephone numbers) of the witnesses to be called by the party serving the Response. As noted in above in this paragraph c, if the matter in dispute is in excess of One Hundred Fifty Thousand Dollars ($150,000), then the party serving the Response may (but need not), in the Response, indicate that the party serving the Response either agrees to arbitration by the First Arbitrator (in which event the Dispute shall be arbitrated by such First Arbitrator, as a Single Arbitrator, any of the provisions of this Section 2 of this ARTICLE XVIII notwithstanding), or may identify a Second Arbitrator.

d. Within fifteen (15) days following receipt of the Response the party upon whom the Response is served may serve a reply to such Response, if such party elects to do so, but no such reply shall be required.

e. The Demand for Arbitration and the Response shall frame the issues to be arbitrated, and the issues shall be limited to those specified in the Demand and the Response. However, with approval of the Arbitrator or Arbitrators, the Demand for Arbitration and the Response may be amended, and same shall be allowed to be amended for reasonable cause. The Arbitrator(s) shall permit amendment with reasonable cause, unless the amendment would cause substantial prejudice to the other party. The Arbitrator(s) shall specifically permit amendments, when justice would reasonably require that such amendments be permitted, if facts which were unknown become known, or witnesses are later identified or documents are later discovered or identified, or if it is otherwise reasonable that a demand or response be amended.

f. Any provisions of this Section 2 of this ARTICLE XVIII to the contrary notwithstanding, if in the Notice of Arbitration, the party serving such notice identifies a First Arbitrator, and:

(i) The amount in dispute, or the matter in dispute, or the damages sought or which might be sought is (are) One Hundred Fifty Thousand Dollars ($150,000) or less, and there is no Response to the Notice of Arbitration, or such Response fails to contain an objection to the First Arbitrator; or

(ii) The amount in dispute or the matter in dispute, or the damages sought or which might be sought, is (are) greater than One Hundred Fifty Thousand Dollars ($150,000), and no Response is made, or the party making such Response fails to identify a Second Arbitrator,

then, in either such event, arbitration shall proceed before the First Arbitrator identified in the Notice of Arbitration, in accordance with the provisions of this Section 2 of this ARTICLE XVIII. Furthermore, the parties can agree upon a single Arbitrator, who will arbitrate the dispute, regardless of the amount of the dispute, in which event arbitration shall proceed before such agreed upon Arbitrator in accordance with the rules set forth in this Section 2 of this ARTICLE XVIII.

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

Furthermore, the parties can agree to amend any of the rules provided for by this Section 2 of this ARTICLE XVIII.

g. If the sum in dispute or the matter in dispute, or the damages claimed or sought are One Hundred Fifty Thousand Dollars (S150,000.00) or an amount less than One Hundred Fifty Thousand Dollars (S150,000.00), then the Arbitration shall, and must, be conducted before a Single Arbitrator. If the Parties agree upon such Single Arbitrator, or the party serving the Response fails to object to the First Arbitrator, if any First Arbitrator is identified in the Notice of Arbitration, then Arbitration shall proceed before the agreed upon Arbitrator, or the First Arbitrator, as the case may be, and such Arbitration shall proceed in accordance with the provisions of the rules hereinafter provided for in this Section 2 of this ARTICLE XVIII, except to the extent that the parties shall otherwise agree. If the amount in dispute, or the matter in dispute, or the damages claimed or sought, are One Hundred Fifty Thousand Dollars (S150,000), or a lesser amount, and either:

(a) The party serving the Notice of Arbitration fails to specify, in such Notice, the First Arbitrator, and the parties are unable to agree upon an Arbitrator; or

(b) A First Arbitrator is identified in the Notice of Arbitration and the party serving the Response to such Notice objects to the First Arbitrator, and the parties are unable to agree upon an Arbitrator,

then, in such event, Arbitration shall proceed and be conducted, through the auspices of the Law School Dispute Resolution Service, before an Arbitrator selected by the head of, the director of, or the supervising official of such Law School Dispute Resolution Service, or if Arbitration cannot be conducted before such Law School Dispute Resolution Service, then such Arbitration shall be conducted through the AAA, through the auspices of the AAA office having jurisdiction over Columbia, Boone County, Missouri, and shall be conducted pursuant to the rules and regulations for resolution or arbitration of commercial disputes of the AAA, as such rules shall then be in effect (provided that such rules shall, to the extent inconsistent with the provisions of this Section 2 of this ARTICLE XVIII be modified to comport with the provisions of this Section 2 of this ARTICLE XVIII). If such Arbitration proceeds before the AAA, then such Arbitration shall be conducted pursuant to any rules of the AAA for arbitration of smaller commercial disputes, on an expedited basis. If the Arbitration is to be conducted before the AAA, then the Arbitrator shall be selected by the AAA, in accordance with the rules of the AAA for the arbitration of commercial disputes; provided, however, that to the extent rules of the AAA for arbitration of small commercial disputes on an expedited basis, the dispute shall be arbitrated in accordance with such rules, on an expedited basis; provided that all such rules shall be modified, to the extent inconsistent with the provisions of any of the rules of arbitration set forth in this Section 2, so as to be consistent with the provisions of the rules set forth in this Section 2 of this ARTICLE VIII.

h. If the matter in dispute or amount in dispute is greater than One Hundred Fifty Thousand Dollars ($150,000.00), or the damages sought are greater than One Hundred Fifty Thousand Dollars ($150,000.00), and if the party upon whom the Demand is served fails to identify a Second Arbitrator in the Response, or no Response is made, then the Arbitrator shall be the First Arbitrator and Arbitration shall proceed before a Single Arbitrator, the First Arbitrator, in accordance with the rules specified in this Section 2 of this ARTICLE XVIII.

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

i. If the matter in dispute or amount in dispute is greater than One Hundred Fifty Thousand Dollars ($150,000.00), or the damages sought are greater than One Hundred Fifty Thousand Dollars ($150,000.00), and if the party upon whom the demand is served identifies a Second Arbitrator in the Response, and if, within ten (10) days following selection of the Second Arbitrator in the manner hereinabove described in this Section 2 if this ARTICLE XVIII, the parties are unable to agree upon either:

– A Single Arbitrator before whom the Arbitration shall be conducted; or

– The identity of a Third Arbitrator, who shall sit with the First Arbitrator and the Second Arbitrator as a panel of Arbitrators,

then the First Arbitrator and the Second Arbitrator shall meet, and shall select within a period of twenty (20) days following the service of the Response as described in paragraph c above, a Third Arbitrator. If the Two Arbitrators selected in the manner described above fail to select a Third Arbitrator within such time period, then the Third Arbitrator shall be selected by the AAA, and by its office having jurisdiction over Columbia, Boone County, Missouri, and shall be selected in that manner provided for the selection of such Arbitrator by the then effective rules for arbitration of complex commercial disputes before the AAA. In such event, the arbitration shall be conducted before the AAA. Such rules of the AAA shall, however, to the extent inconsistent with the provisions of this Section 2 of this ARTICLE XVIII, be modified to comport with the provisions of this Section 2 of this ARTICLE XVIII.

j. If there is a Single Arbitrator, then all determinations shall be made by the Arbitrator. If there are three (3) Arbitrators, then all decisions shall be made by their Majority Vote.

k. If a Single Arbitrator is selected or is to be used, then such Arbitrator shall be an Arbitrator to which the matter described in the Demand and Response and any Reply to the Response shall be submitted at a hearing, to be held as soon as practicable after the Arbitrator has been selected, and the Demand and Response and any Reply to the Response have been submitted. A decision of such Single Arbitrator shall be binding upon the parties. If three (3) Arbitrators are selected, then such Arbitrators shall constitute a panel of Arbitrators, to which the matter described in the Demand and the Response and any reply to the Response shall be submitted at a hearing, to be held as soon as practicable after the Arbitrators have been selected. A decision of a majority of such panel shall be binding upon the disputing parties. The disputing parties may (but need not) be represented at the hearing of (the) Arbitrator(s) by counsel; provided, however, that the parties shall be responsible for paying all of their attorney's fees incurred in such representation, unless the Arbitrator(s) find the position of a party to be unreasonable or to have been asserted in bad faith, in which event the Arbitrator(s) may award the other party reasonable attorneys fees. Each party shall be responsible for paying the fee of the Arbitrator selected by such party. The parties shall share, equally, all fees of any Single Arbitrator, and all fees of the AAA, and all fees of any Third Arbitrator (if three Arbitrators are used) and any other expenses of the Arbitration (other than fees for their individual lawyers and expenses associated with presenting each party's case); except to the extent the Arbitrator(s) determine(s), reasonably, that it is equitable that the losing party pay the fees of the Third Arbitrator and any of the other expenses of the Arbitration, because the position of the losing

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

party is found to be substantially without merit or to not be based on substantial facts, or is found to have been unreasonably asserted or to have been asserted in bad faith.

l. Any provisions of this Section 2 of this ARTICLE XVIII notwithstanding, and except to the extent the disputing parties shall otherwise agree, any Arbitrator selected in the manner described above (including an Arbitrator selected by the AAA) must, by virtue of training, education or experience, have some reasonable degree of knowledge, experience or expertise in the area of the issues to be arbitrated; provided, however, that regardless of such expertise, any:

(a) Licensed attorney at law in the State of Missouri; or

(b) Present or retired professor of law, assistant or associate professor of law or instructor of law; or

(c) Recognized Member of a panel of arbitrators of the AAA or similar alternative dispute resolution organization; or

(d) Any Arbitrator designated to serve as such by the AAA; or

(e) Person who regularly practices as an Arbitrator, or mediator; or

(f) Retired state court or federal court judge or magistrate,

shall be a qualified Arbitrator.

m. The Arbitration shall occur in accordance with the rules set forth in this Section 2 of this ARTICLE XVIII; provided, however, that if the Arbitration is to be conducted before or by the AAA, then the Arbitration shall proceed in accordance with the rules for arbitration of commercial disputes of the AAA then in effect; provided, however, that such rules of the AAA, to the extent inconsistent with any of the provisions of the rules set forth in this Section 2 of this ARTICLE XVIII, shall be modified to comport with the provisions of the rules set forth in this Section 2 of this ARTICLE XVIII. The rules set forth in this Section 2 of this ARTICLE XVIII shall govern over any inconsistent rules of the AAA. The Arbitrator(s) shall have control of all proceedings, and shall specify and provide for reasonable procedures for discovery, including requirements for production of documents, further identification of witnesses and documents, the interviewing and deposing of witnesses, and other reasonable pre-hearing discovery procedures. The Arbitrator(s) shall have full and complete authority to dispose of the issues, by proceedings equivalent to motions for summary judgment, if controlling law would provide for such disposition. The Arbitrator(s) shall have full and complete authority to establish reasonable dates and times for hearings, and to extend the dates and times for hearings which would otherwise be specified by law, and to establish reasonable rules for all proceedings. While formal Rules of Evidence shall not be in place, all evidence must be reasonably competent and material. Any decision must be support by substantial and competent evidence. The Arbitrator(s) shall have the authority to authorize that testimony be provided, by witnesses, either personally, or by deposition, or (if the Arbitrator(s) finds it appropriate) by sworn affidavit.

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

n. Awards shall include the Arbitrator(s) written, reasoned opinion. Resolution of the dispute shall be based solely upon the applicable law governing the claims and defenses plead, and the Arbitrator (s) may not invoke any basis (including, but not limited to, notions of "justice" or "just cause"), other than controlling law. Where the provisions for this Agreement are applicable or are in dispute, such provisions must be fairly and reasonably construed, in accordance with applicable law, and must be applied, and this Agreement must be followed. The Arbitrator(s) may not provide for any relief or remedy, other than that which could be granted by a court of competent jurisdiction. Any decision of the Arbitrator(s) must be supported by substantial and competent evidence. The provisions of this paragraph n notwithstanding, the following provisions shall also be in effect:

(a) Arbitration proceedings under this Agreement may be consolidated with arbitration proceedings pending between other Parties if the arbitration proceedings involve common issues of law or fact. Consolidation will be by the order of the Arbitrator(s) in any of the pending cases, or if the Arbitrator(s) fail(s) to make such an order, any Party may apply to any court of competent jurisdiction for an order, and the other Parties to this Agreement consent to such an order.

(b) A Party, without inconsistency with this Agreement, seek from a court any interim or provisional relief (such as a temporary restraining order) that may be necessary to protect the rights or property of that Party, pending the establishment of the Arbitration or pending the Arbitrator's(s') determinations of the merits of the dispute, controversy or claim. For example, courts of competent jurisdiction may enter temporary restraining orders or preliminary injunctions to preserve the status quo, pending the outcome of the Arbitration.

(c) The Arbitrator(s) shall have authority to issue temporary restraining orders, preliminary injunctions, and other temporary and preliminary orders, and to issue preliminary and other equitable relief, and to grant equitable relief of any kind or nature whatsoever.

(d) The Arbitrator(s) shall have the authority to award any remedy or relief that any court of competent jurisdiction could order or grant, including, without limitation, specific performance of any obligation created under this Agreement, the issuance of an injunction, or the imposition of sanctions for abuse or frustration of the arbitration process, except that the Arbitrator(s) shall not have authority to award punitive damages or any other amount for the purposes of imposing a penalty as opposed to compensating for actual damages suffered or loss incurred. The award shall be in writing, signed by the Arbitrator(s), and shall include a statement regarding the disposition of any claim.

o. The exclusive location for any arbitration proceedings shall be in Boone County, Missouri, unless the Parties agree otherwise.

p. All decrees or judgments of the Arbitrator(s) shall be enforceable by the Circuit Court of Boone County, Missouri, which has jurisdiction over Columbia, Boone County, Missouri.

q. All proceedings with respect to the Arbitration shall be conducted in Columbia, Boone County, Missouri.

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 1 9 2005

r. Under no circumstances will any action for malicious prosecution or abuse of process, action or cause of action, claim or suit lie or be based upon, or be brought by reason of an arbitration result which favors either party. Arbitration is encouraged. Therefore, the parties waive all rights to bring claims for malicious prosecution, abuse of process or any similar claims, which might otherwise arise out of a demand for arbitration or the results of arbitration.

s. In the alternative to the arbitration procedures hereinabove described in this Section 2 of this ARTICLE XVIII, the Parties may agree to conduct the arbitration before the AAA, through its offices having jurisdiction over Columbia, Boone County, Missouri, using the then current rules for arbitration of commercial disputes, in which event arbitration shall be conducted in accordance with the then current rules for arbitration of commercial disputes of the AAA.

t. The decision of the Arbitrator(s) shall be binding upon the parties; provided, however, that appeal may be had in accordance with the provisions of Chapter 435 RSMo., the Uniform Arbitration Act as it is in effect in the State of Missouri, and as it is from time to time amended, with such appeal to be to the Circuit Court of Boone County, Missouri, which has jurisdiction over Columbia, Boone County, Missouri.

ARTICLE XIX
OFFSITE STORMWATER DETENTION FACILITY

The Development is required by the City, to have a Stormwater Detention Facility. In order to provide such Stormwater Detention Facility, the Developer has entered into, and has caused or will cause the Association to enter into, an Agreement with Greenwing Development, LLC ("Greenwing"), which is the owner and developer of certain of the Lots located in Smithton Ridge Plat 5 and Smithton Ridge Plat 6.

The Developer has cooperated or will cooperate with Greenwing in the construction of a Stormwater Detention Pond ("the Detention Facility" or "the Stormwater Facility"). The Stormwater Facility will serve the Parcel and the Development, and will also serve Lots and development in Smithton Ridge Plat 5 and Smithton Ridge Plat 6 ("the Smithton Ridge Lots"). One or more Associations of Lot Owners or Unit Owners, in which the Unit Owners of Lots or Units within the Smithton Ridge Lot (collectively, if more than one, "the Smithton Ridge Association") will be formed or caused to be formed by Greenwing.

The Stormwater Facility is to be placed on a portion of Greenwing's land ('the Easement Land"), which is described as follows:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 48 NORTH, RANGE 13 WEST, COLUMBIA, BOONE COUNTY, MISSOURI, BEING PART OF LOT 602 OF SMITHTON RIDGE PLAT 6 AS SHOWN IN PLAT BOOK 37, PAGE 56, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 602 OF SMITHTON RIDGE PLAT 6 AS SHOWN IN PLAT BOOK 37, PAGE 56 OF

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 1 9 2005

THE RECORDS OF BOONE COUNTY; THENCE ALONG THE WEST LINE OF SAID LOT, S01°09'50" W,111.24 FEET TO THE POINT OF BEGINNING; THENCE S73°31'25"E,444.25 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WORLEY STREET; THENCE ALONG SAID LINE, S60°17'35"W, 426.74; THENCE ALONG A 30.00 FOOT RADIUS CURVE TO THE RIGHT, 39.40 FEET, SAID CURVE HAVING A CHORD N81°32'45"W, 36.37 FEET TO THE EAST RIGHT-OF-WAY LINE OF STRAWN ROAD; THENCE ALONG A 607.96 FOOT RADIUS CURVE TO THE LEFT, 5.86 FEET, SAID CURVE HAVING A CHORD N44°31'05"W, 5.86 FEET; THENCE N44°47'40"W, 30.50 FEET; THENCE N01°09'50"E, 306.37 FEET TO THE POINT OF BEGINNING AND CONTAINING 78,320 SQUARE FEET, OR 1.80 ACRES.

It is the intention and agreement that the Association, and the Smithton Ridge Association will share the obligation for the maintenance, repair, replacement, servicing and upkeep of the Stormwater Facility and all of its parts and components, in accordance with the terms of that "Stormwater Detention Facility Easement Agreement," a copy of which is attached hereto as **Exhibit C** and is incorporated herein by reference the same as though fully set forth herein verbatim. The Stormwater Detention Facility Easement Agreement (or same verbatim thereof) will be signed by the Parties and recorded in the Real Estate Records of Boone County, Missouri.

The Association shall be bound by all of the terms, covenants, conditions and provisions of the Stormwater Detention Facility Easement Agreement. The Easement of the Association and the Developer for the construction, placement, location, keeping, maintenance, repair, replacement, use and operation of the Stormwater Detention Facility on the Easement Land shall be, and shall be considered to be a Common Element of the Development and of the Association, which is owned and held by the Association for the benefit of all Unit Owners. The Association shall, as a part of its duties and obligations for the maintenance, repair, replacement, servicing and upkeep of the Common Elements described in this Declaration, perform all of the duties and obligations of the Association and the Developer, as provided for by the Stormwater Detention Facility Easement Agreement, for the making of (or the contribution of sums, costs or expenses to) all for the Stormwater Detention Facility Operational Costs, as required for the maintenance, repairs, replacements, servicing and upkeep of, and providing insurance for, the Stormwater Facility, as provided for by the Stormwater Detention Facility Easement Agreement.

All duties and obligations of the Developer and the Association, and each of them, as provided for by the Stormwater Detention Facility Easement Agreement shall be and they are hereby assumed by the Association, and they shall be binding upon the Association, and shall be performed by the Association, as a part of the duties and obligations of the Association under this Declaration, and all costs incurred by the Association in performing its duties and obligations under the Stormwater Detention Facility Easement Agreement shall be included in the sums to be paid for from the Maintenance Fund, and by way of the Assessments imposed upon the Unit Owners of all Units by this Declaration.

IN WITNESS WHEREOF, FAIRWAY MEADOWS CORPORATION, the Developer, has caused this Declaration to be executed in its name and on its behalf by its President one of its

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

Vice Presidents, and has caused its corporate seal to be hereto affixed and to be attested to by its Secretary or Assistant Secretary, all done on the day and year first above written.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAYBE ENFORCED BY THE PARTIES.

(Corporate Seal)

FAIRWAY MEADOWS CORPORATION

By: _____
Jack Daugherty, its President

ATTEST:

_____
Cynthia Daugherty, its Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 18th day of January, 2005, before me, the undersigned, a Notary Public, personally appeared Jack Daugherty, to me personally known, who being by me first duly sworn, did state and acknowledge that he is President of Fairway Meadows Corporation, a Missouri corporation; that as such he was duly authorized by such corporation's Board of Directors to execute the foregoing document in the name of and on behalf of such corporation; and that he had executed the foregoing document, in his capacity as such President, in the name of and on behalf of said corporation; and that the corporate seal affixed to the foregoing document constitutes the corporate seal of said corporation; and that the foregoing document constitutes the free and deed of said corporation.

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

DORTHY J. WALKER
Notary Public - Notary Seal
STATE OF MISSOURI
County of Boone
My Commission Expires March 4, 2006

_____
Dorthy J Walker, Notary Public
Boone County, State of Missouri
My commission expires: March 4, 2006.

Exhibit A Articles of Incorporation

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

Exhibit B	Bylaws
Exhibit C	Stormwater Detention Facility Easement Agreement
Schedule 1	Legal description
Attachment A	Subordination Agreement

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

APPROVAL AND SUBORDINATION BY HOLDER OF FIRST MORTGAGE TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS OF Vintage Falls Plat 1-A, AND MODIFICATION OF DEED OF TRUST

THIS APPROVAL AND SUBORDINATION, AND THIS MODIFICATION OF DEED OF TRUST, is attached to the "Declaration of Covenants, Easements and Restrictions of The Villas at Vintage Falls, a Subdivision of Boone County, Missouri," dated the 18th day of January, 2005 ("the Declaration"), which such Declaration was executed by Fairway Meadows Corporation, a Missouri corporation, as the Developer (the said Fairway Meadows Corporation being referred to herein as "the Developer"). This document is executed by the said Developer and by Boone County National Bank, a banking corporation organized under the laws of the United States, with its principal place of business located in Columbia, Boone County, Missouri ("the Bank").

RECITALS

The Bank is the holder of one or more deeds of trust recorded in the Records of Boone County, Missouri as follows:

Deed of Trust recorded July 29, 2004 in Book 2558 at Page 137 of the Real Estate Records of Boone County, Missouri.

The said Deed of Trust or Deeds of Trust, whether or not more than one, shall be hereinafter referred to (collectively if more than one) as "the Deed of Trust."

The Bank desires to facilitate the development of the Developer's Land, which is described in the Background Recitals of the foregoing Declaration, including the initial Parcel of such Land which is initially subjected to the foregoing Declaration (i.e., those portions of the Developer's Land platted as Vintage Falls Plat 1-A by the Plat of Vintage Falls Plat 1-A, as described in the foregoing Declaration), and any portions of the Annexation Parcel hereafter annexed to the Development provided for by the Declaration.

The Bank, therefore, is willing to enter into an agreement with the Developer pursuant to which the lien of the Deed of Trust shall, as to Vintage Falls Plat 1-A(and all Land contained therein), and as to each portion of the Annexation Parcel hereafter annexed to the Development and subjected to the Declaration pursuant to the provisions dealing with Annexation set forth in the Declaration, shall be subordinated to the Declaration, and all of its terms, covenants, conditions and provisions, and to the Plat of Vintage Falls Plat 1-A and any other Plat hereafter recorded as to any portion of the Annexation Parcel which is subjected to the Declaration, the same as though the said Declaration and each of the said Plats have been recorded prior to the recording of the Deed of Trust.

NOW, THEREFORE, in view of the foregoing Recitals, and in order to facilitate the Development and sale of the Developer's Land, and for good and valuable consideration to the Bank paid and delivered, the receipt and sufficiency of which are by the Bank hereby acknowledged and confessed, the Bank hereby states, covenants, declares and agrees that the Declaration, and the Plat of Vintage Falls Plat 1-A, and each Plat for any portion of the Annexation Parcel hereafter annexed

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

to the Development provided for by the Declaration, and subjected to the Declaration, are hereby approved, and that the Deed of Trust shall, as to all of Vintage Falls Plat 1-A (and the Land and all Lots contained therein), and as to any portion of the Annexation Parcel hereafter annexed to the Development and subjected to the Declaration, in accordance with those provisions of the Declaration dealing with Annexation, be subject to, and shall be subordinated to (and the Deed of Trust is hereby made subject to and subordinated to) the Declaration (and all of its terms, covenants, conditions and provisions) and each of such Plats, the same as though the said Declaration and each of the said Plats (both existing and future) had, as to all Land subject thereto, been recorded prior to the recording of the Deed of Trust.

In order to induce the Bank to execute this Agreement, the undersigned Developer, acting by and through its undersigned President, who warrants and represents to the Bank hereby that he is lawfully authorized to enter into this Agreement on behalf of such Developer, agrees with the Bank, which is the beneficial holder under the Deed of Trust, that the Deed of Trust (and each Deed of Trust hereinabove described, if more than one, all being collectively referred to herein as "the Deed of Trust") shall be and it is (they are) hereby amended and supplemented, in order to subject to the lien of thereof (in addition to, and as a part of the Property and Premises which are the subject matter of the Deed of Trust) the following additional property, rights, titles and interests, which shall be deemed to be a part of, and shall run with, all of the Land and real estate and property which is at any time subject to the Deed of Trust [with the following description to be treated as if appearing immediately following the legal description of all Land specifically described in the Deed of Trust]:

> "Together with all Class B memberships now in existence or hereafter coming into existence, and all rights to Class B memberships, and all Class B voting rights now in existence or hereafter coming into existence, attributable to the real estate hereinabove described, or any parts thereof, now or hereafter held by party of the First Part, Fairway Meadows Corporation (Grantor), with respect to The Villas at Vintage Falls Homes Association, a not-for-profit corporation of the State of Missouri, the Association named in and provided for by the Declaration of Covenants, Easements and Restrictions of The Villas at Vintage Falls, executed by Fairway Meadows Corporation, as the Developer, and dated the _____ day of _____, 2005 , and recorded in the Real Estate Records of Boone County, Missouri ("the Declaration"), and together with all rights of the Developer, as described in the Declaration, of every kind, nature or description whatsoever, without limitation, including but not limited to Class B memberships and Class B voting rights and all Architectural Control rights, powers and authorities vested in the Developer by the Declaration, with respect to all real estate described in and conveyed by and which is the subject matter of this Deed of Trust; and further together with all rights of the Developer with respect to the presently existing or hereafter created Class B memberships and Class B voting rights in the Association described in the Declaration, which are attributable to any and all Lots, Units and other parcels of real estate conveyed in or which are the subject matter of this Deed of Trust (and all portions thereof and subdivisions thereof), and including all presently existing or hereafter created rights as the Developer, as described in the Declaration, and any modifications or amendments thereof, and further including but not limited to all rights to elect directors of the Association and all Architectural Control Rights

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

provided for by the Declaration, and all Class B memberships provided for by the Declaration; all such memberships, rights, Class B votes, Class B voting rights, Class B memberships and rights as the Developer and all such Architectural Control authority being hereby assigned to the Party of the Second Part identified in this Deed of Trust, the Trustee, in trust, for the purposes herein expressed, all of same to be deemed to constitute a part of the real estate described in this Deed of Trust, and to run with the said real estate, and all of which may be sold by the Trustee (the Party of the Second Part of this Deed of Trust), together with, and as an attachment to and as a right, title and interest accruing to, the real estate."

It is the intention of the Developer and of the undersigned Bank that the Deed of Trust shall be hereby modified in order to include, as a part of the subject matter of the property that is subjected to the Deed of Trust and the lien thereof, in addition to the land and real estate described in such Deed of Trust, all of the Developer's Class B memberships, Class B voting rights, Architectural Control Powers and other rights as the Developer, all as hereinabove described, in order that, if there is a default under the Deed of Trust and a conveyance of the Property pursuant to the Deed of Trust, or a conveyance in lieu of foreclosure, the purchaser at foreclosure, or the grantee of the deed in lieu of foreclosure, and their successors and assigns, shall become, and shall stand in the lieu, place and stead, of the "Developer" under the Declaration, and shall have all rights, privileges, powers and authorities conferred upon the Developer by the Declaration, as to all Land which is the subject matter of such foreclosure and sale at foreclosure or which is the subject matter of such deed in lieu of foreclosure.

IN WITNESS WHEREOF, Fairway Meadows Corporation, the above-named Developer and the Grantor under the above described Deed(s) of Trust, and the above named Bank, have executed this document effective this 14th day of January, 2005, with the said Fairway Meadows Corporation executing this document acting by and through its President, Jack Daugherty, who warrants and represents hereby that he is lawfully authorized to execute this document in the name of and on behalf of the said Developer and that this document represents the binding act, contract and deed of the said Developer.

DEVELOPER:
Fairway Meadows Corporation

By: _____
Jack Daugherty, President

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

(Corporate Seal)

BANK:

BOONE COUNTY NATIONAL BANK

By: JAMES L. BORNHAUSER

its SENIOR VICE PRESIDENT

ATTEST:

JILL A. COX

its _____ secretary

STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

On this 18th day of January, 2005, before me, the undersigned, a notary public in and for the State of Missouri and County of Boone, at my office in Columbia, Missouri, personally appeared Jack Daugherty, to me personally known, who being by me first duly sworn did state and acknowledge that Fairway Meadows Corporation is a corporation of the State of Missouri; that he is the President of such corporation; that as such he executed the foregoing document in the name of and on behalf of the said corporation; and that the foregoing documents constitutes the free act and deed of said corporation.

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

DORTHY J. WALKER
Notary Public - Notary Seal
STATE OF MISSOURI
County of Boone
My Commission Expires March 4, 2006

Dorthy J Walker, Notary Public
Boone County, State of Missouri
My commission expires March 4, 2006.

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 14 day of JANUARY, 2005, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared JAMES L. BORNHAUSER, to me personally known, who being by me first duly sworn, did state and acknowledge that he or she was SR VICE PRES. of BOONE COUNTY NATIONAL BANK, a banking corporation, that as such he or she had executed the foregoing document in the name of and on behalf of

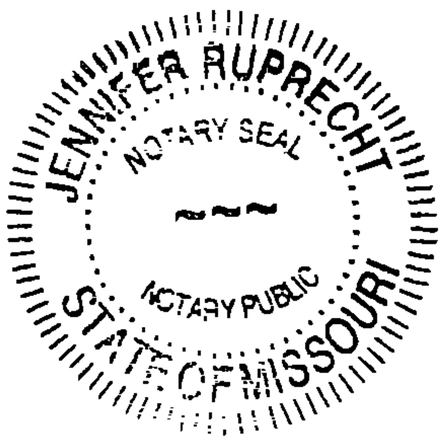
http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

such Bank by authority granted to him or her by such Bank's shareholders and Board of Directors; and that the foregoing document was executed as the free act and deed of said Bank.

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



JENNIFER RUPRECHT, Notary Public
BOONE County, State of Missouri
My commission expires: DEC. 25, 2005.

Jennifer Ruprecht, Notary Public
State of Missouri, County of Boone
My Commission Expires Dec. 25, 2005

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

SCHEDULE 1

The following described real estate situated in Boone County, Missouri, to wit:

All real estate platted as " Vintage Falls Plat 1-A," as shown by "Administrative Plat of Vintage Falls Plat 1-A, a replat of Vintage Falls Plat 1" recorded in Book 2631 at Page 116 of the Real Estate Records of Boone County, Missouri, and each of the Lots shown by such plat.

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 1 9 2005

ARTICLES OF INCORPORATION
VILLAS AT VINTAGE FALLS HOMES ASSOCIATION,
A GENERAL NOT-FOR-PROFIT CORPORATION

HONORABLE MATT BLUNT
SECRETARY OF STATE
STATE OF MISSOURI
JEFFERSON CITY, MISSOURI 65101

We, the undersigned,

Name	Street	City, State & Zip Code
Jack Daugherty	5714 Shortline Drive	Columbia, MO 65203

being natural persons of the age of eighteen (18) years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not-For-Profit Corporation Law" of the State of Missouri, do hereby adopt the following Articles of Incorporation:

1. Name. The name of the corporation is: VILLAS AT VINTAGE FALLS HOMES ASSOCIATION.

2. Mutual Benefit Corporation. The corporation is a mutual benefit corporation.

3. Registered Office and Agent. The address of its initial Registered Office in the State of Missouri is: Jack Daugherty, 5714 Shortline Drive, Columbia, Missouri 65203, and the name of its initial Registered Agent at said address is: Jack Daugherty.

4. First Board of Directors. The first Board of Directors shall be three (3) in number, which shall serve until the first annual meeting of the Corporation, their names and addresses being as follows:

Name	Street	City, State & Zip Code

5. Members of Corporation. The Corporation will have members as more fully defined and described in that document titled "Declaration of Covenants, Conditions, Reservations,

"EXHIBIT A"

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

Easements and Restrictions of "The Villas at Vintage Falls Plat 1-A" a development within Boone County, Missouri, which has been recorded in Book _____ at Page _____ of the Real estate records of Boone County, Missouri. As more fully defined and described in such Declaration ("the Declaration") the Corporation shall have two classes of members, Class A members and Class B members as follows:

A. Class A Members. Class A Members shall be the Owners of those Units within The Villas at Vintage Falls Plat 1 ("the Development"), as described in the Declaration, which are owned by persons other than the Developer or another Class B Member of the Corporation; [provided that if the Developer holds a Unit for rental or lease purposes or uses same for residential purposes then the Developer shall also be a Class A Member with respect to such Unit held for rental or lease purposes or used for residential purposes. If a Unit is rented or leased by the Developer or any assignee of the Developer's rights or any Class B Member, or is used for residential purposes, then, immediately, a Class A membership shall attach to such Unit and the Unit Owner of such Unit shall be a Class A Member. The qualifications of Class A membership are more fully set forth and described in the Declaration].

B. Class B Member. The Class B Member of the Corporation shall be Fairway Meadows Corporation, a corporation of the State of Missouri, and its successors and assigns, who are referred to in the Declaration as "the Developer" ("the Developer"). [The Developer shall be the sole Class B Member. The said Fairway Meadows Corporation, and any person to whom it assigns all or any portions of its rights as the Developer, shall be the sole Class B Members, all as more fully described in the Declaration.]

The characteristics, qualifications, rights, limitations and obligations attaching to each of such class of members shall be those more fully described in the Declaration, which provides, generally, as follows:

Class A Members shall have one (1) vote at all meetings of the Corporation for each Unit in which they hold the interest required for Class A Membership as described in the Declaration. When more than one person in any Unit holds an interest in any Unit, the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. The Class B Members (at the outset the only Class B Member shall be the Developer) shall, initially, in the aggregate, be entitled to _____ (____) Class B votes, which such number of votes shall be decreased as Units are sold or rented or leased or occupied as a residence, and shall be increased as land is annexed to the Development. If land is annexed to the Development, then the number of Class B votes shall be increased by that number which is equal to the number of Units intended to occupy the land so annexed to the Development..

There is one Class B membership and one Class B vote attributable to each Unit located or to be located within the Development.

Until Class B voting rights end, in the manner described in the Declaration, the Board of Directors shall consist of three (3), five (5), seven (7) or nine (9) [or any other odd number] of Directors, as provided for by the Declaration.

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

The members of the first Board of Directors are named herein, and shall serve until the first annual meeting of the members of the Association and, thereafter, until their successors are duly elected and qualified. Until Class B voting rights end all directors shall be elected annually at each annual meeting of the members.

So long as Class B voting rights are in existence, a majority of the Board of Directors shall consist of natural persons (who need not be Unit Owners) elected by the Class B Members, with the remaining Director or Directors, as the case may be, to be (a) natural person(s) holding (an) ownership interest(s) in one or more Units (other than the Developer and those to which the Developer has assigned all or any portions of the Developer's rights as the Developer) elected by the Class A Members of the Association.

After Class B voting rights have ceased to exist, the number of Directors shall consist of three (3), five (5), seven (7) or nine (9) [or some other odd number] natural persons, as established by the Board of Directors, annually, who shall be holders of ownership interests in Units, elected by the members of the corporation, in the manner specified in the Bylaws.

The Directors shall otherwise be elected in that manner, and for those terms specified in the Bylaws of the Corporation as same are from time to time in existence.

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

a. To act as a Homeowners Association for Lot Owners and Unit Owners Homeowners of a Development located in Boone County, Missouri, known as "The Villas at Vintage Falls," and platted by various plats of "Vintage Falls";

b. To have those purposes, and to discharge those functions, provided for the "Association" by the "Declaration of Covenants, Conditions, Reservations, Easements and Restrictions of The Villas at Vintage Falls" hereinabove described ("the Declaration");

c. To serve as the Association named in the Declaration;

d. To serve as the Association for the Lot Owners, Unit Owners and Homeowners and occupants in the Development described in the Declaration;

e. To fulfill all duties and obligations to the Owners of Lots, Units and occupants located within the Development, which are imposed upon the Corporation formed hereby (hereinafter referred to as "the Association") by the Declaration;

f. To act as a Homeowners Association for all Lot Owners, Unit Owners and occupants located within the Development;

g. To levy, assess, collect, use and administer assessments against the members of the Association as described in the Declaration and to expend same as described in the Declaration;

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

h. To enforce those covenants, restrictions and requirements as to use and occupancy provided for by the Declaration, and to enforce all provisions of the Declaration;

i. To provide for all maintenance, services, repairs, upkeep and operations and other services which are to be performed by the Association pursuant to the Declaration;

j. To establish rules and regulations for the government and administration of the Association, and the Development;

k. In no event to carry on or conduct an active business for profit, or to in any manner engage in lobbying or political activities of any kind or nature whatsoever, and in no event to support political activities or political candidates of any kind or nature whatsoever;

l. To have all of the common law and statutory powers of a Missouri corporation which is not for profit, and which are not in conflict with the terms of these Articles of Incorporation or the Declaration;

m. To have all of the powers and duties set forth in Chapter 355 of the Revised Statutes of Missouri;

n. To hold all funds resulting from the collection of assessments from Unit Owners of Units within the Development, and all funds collected by way of assessments paid by the members of this Corporation, and to hold such funds, in trust, for the benefit of the Owners of Lots and Units located within the Development, and to use such funds in accordance with the Declaration;

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

p. To provide facilities for the social and cultural pursuits of the residents of the Development;

q. To encourage and provide facilities for the athletic, recreational, social and cultural pursuits of residents of the Development;

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

s. To own, manage, operate and maintain the Common Areas and Common Elements of the Development.

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

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

8. Members and Voting Rights. The voting rights and powers of the members of the Corporation shall be as established by the Declaration, which is hereby incorporated herein by reference the same as though fully set forth herein.

9. Declaration. The Declaration is incorporated herein by reference the same as though fully set out herein. Unless it is plainly evident from the context that a different meaning is intended, all terms used herein shall have the same meaning as they are defined to have in the Declaration

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

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

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

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

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

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

d. Any remaining assets shall be distributed, in equal shares, to the Owners of all Units located within the Development, with Common Areas and Common Elements being conveyed to all Unit Owners as equal tenants in common; provided, however, that the Attorney General of the State of Missouri shall be notified of the intention to so distribute such assets, in writing, at least thirty (30) days prior to such distribution.

13. Management of Affairs of Corporation. Except to the extent otherwise specifically provided to the contrary by these Articles of Incorporation, the Declaration, or the By-Laws of the Corporation, the management and administration of the Corporation and its business and affairs, shall be vested in the Corporation's Board of Directors.

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

14. Perpetual Duration. The period of duration of the Corporation is: perpetual.

IN WITNESS WHEREOF, we have hereunto affixed our signatures on this _____ day of _____, 2004.

_____

_____

STATE OF MISSOURI)
)SS.
COUNTY OF BOONE)

I, _____, a Notary Public, do hereby certify that on the _____ day of _____, 2004, personally appeared before me _____, _____ and _____, to me personally known, who being first duly sworn by me severally acknowledged that they signed as their free act and deed the foregoing document in the respective capacities therein set forth and declared that the statements contained therein are true, to their best knowledge and belief.

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

_____, Notary Public
_____ County, State of Missouri
My commission expires:_____.

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

BYLAWS

OF

VILLAS AT VINTAGE FALLS HOMES ASSOCIATION

ARTICLE I
Name and Location

The name of the corporation is Villas at Vintage Falls Homes Association, hereafter referred to as "the Association". The principal office of the corporation shall be located in Boone County, Missouri, or at such other place as the Association's Board of Directors shall from time to time designate.

ARTICLE II
Definitions

The following terms shall have the following meanings when used in these Bylaws:

Section 1. General Definitions. "Declaration" means the "Declaration of Covenants, Conditions, Reservations, Easements and Restrictions of The Villas at Vintage Falls," made by Fairway Meadows Corporation, a Missouri corporation ("the Developer"), and recorded in the Real Estate Records of Boone County, Missouri.

Section 2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Declaration.

ARTICLE III
Membership in the Association

Every Unit Owner of a Unit (as described in the Declaration) owned by a party other than the Developer and the Developer's assignees shall be a Class A Member of the Association, shall be subject to the jurisdiction of the Association, shall be subject to assessments levied by the Association under the provisions of the Declaration, and shall be entitled to all rights and provisions of Class A membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation as members of the Association. There shall be one (1) Class A membership in the Association appurtenant to the ownership of any Unit which is subject to assessment by the Association. Class A membership in the Association shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association. Ownership of a Unit shall be the sole qualification for Class A membership in the Association. Class A membership in the Association cannot, under any circumstances, be partitioned or separated from ownership of a Unit subject to the jurisdiction of the

"EXHIBIT B"

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

Association. Any covenant or agreement to the contrary shall be null and void. No Unit Owner shall execute any deed, lease, mortgage or other instrument affecting title to his Unit ownership without including therein both his interest in the Unit and his corresponding membership in the Association, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage or instrument purporting to affect the one without including also the other, shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. The Developer, or those to which it assigns all or any part of its rights as the Developer under the terms of the Declaration shall be the sole Class B Members, and shall become Class A Members upon and following the termination of Class B memberships as hereinafter provided, for each Unit in which they hold the interest required for Class A membership by this ARTICLE III. The Developer shall also be a Class A member before termination of Class B memberships for all Units held for rental or lease purposes.

ARTICLE IV
Voting Rights

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

ARTICLE V
Membership Meetings

Section 1. Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the corporation, or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the members of the Association shall be held at a reasonably convenient location within Boone County, Missouri selected by the Board, within 180 days following the first day of the first calendar year which next begins after the conveyance of the first Unit contained within the Development to a person other than a Class B Member of the Association. Thereafter, the annual meetings of the members of the Association shall be held within the first 180 days following the close of each calendar year, at such times as the Board of Directors shall determine appropriate.

Section 3. Special Meetings. Special meetings of the membership may be called at any time for the purpose of considering matters which, by the terms of the Declaration, or by the terms of the Association's Articles of Incorporation, or by the terms of these Bylaws, require the approval of some or all of the members, or for any other reasonable purpose. Said meeting shall be called by a written notice, authorized by a majority of the Board of Directors, or upon a petition signed by twenty percent (20%) of the Class A or all of the Class B Members (if there are Class B Members) of the Association having been presented to the Association's Secretary. The notice of any special meeting

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the members of each class present, either in person or by proxy.

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

Section 4. Notice of Meetings. Except when otherwise provided by the Declaration and except when notice is waived as hereinafter provided, written or printed notice of any annual or special meeting of the members shall be sent by the Secretary of the corporation to all members by mailing the same, postage prepaid, at least ten (10) days and not more than forty (40) days prior to the meeting, addressed to the members at their respective addresses as recorded upon the membership books of the Association. Notice may also be accomplished by service of same upon the member at his Unit or last known address. Notice by either such method shall be considered as notice served. Any notice shall state the place, day and hour of the meeting and the purpose or purposes for which it is called. No notice of any annual or special meeting of the members is required if all members file with the records of the meeting written waivers of such notice. In the absence or disability of the Secretary, notice as provided for in this Section may be sent out by any such officer as may be designated by the Board of Directors.

Section 5. Waiver of Notice. Any member may waive notice of any membership meeting, either in writing or by telegram, signed by the member whether such member attends the meeting or not. The presence of a member at any membership meeting shall be deemed to constitute a waiver by the member of notice to the meeting unless such member attends for the express purpose of objecting to the transaction of business at the meeting.

Section 6. Quorum. The presence of twenty percent (20%) of the members of the Association of each class, either in person or by proxy, shall constitute a quorum for the transacting of business at all meetings of the members, unless a greater quorum is required for the transaction of the particular business by the Declaration. Unless otherwise specified by these Bylaws or the Declaration, or by the Association's Articles of Incorporation, or by law, decisions at membership meetings shall be by the majority vote of the members present at each class. If a quorum is not present, a majority of the members of each class present can adjourn the meeting to another date and time not less than forty-eight (48) hours from the time the original meeting was called, unless otherwise required by the Declaration at which time the quorum requirement shall be reduced by one-half (1/2). No notice of such date and time shall be required. If a quorum is not present at the second such meeting, then a majority of the members of each class then present can adjourn such meeting to another date and time not less than forty-eight (48) hours from the time the second or continued meeting was called, unless otherwise required by the Declaration, at which time the quorum requirement shall again be reduced by a further one-half (1/2) of the required quorum at the first continuance of the meeting. No notice of such date and time of such further continued meeting shall be required.

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

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

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

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

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

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

ARTICLE VI
Directors

Section 1. Number and Classification. Until Class B voting rights have expired, the Board of Directors of the Association shall consist of three (3), five (5), seven (7) or nine (9) [or any other odd number] Directors as shall from time to time annually be determined by the Board. During such time as there are Class B voting rights in existence, a majority of such Directors (i.e., two of three Directors, or three of five Directors, etc., as the case may be), shall be natural persons elected by the Class B Members (who need not be Unit Owners), with the remaining Directors to be natural persons, who are Owners of (an) ownership interest(s) in (a) Unit(s) (other than the Developer, and those to which it has assigned all or any portions of its rights as the Developer) elected by the Class A Members of the Association. After all Class B voting rights have ceased to exist, the Board of Directors shall consist of three (3), five (5), seven (7) or nine (9) [or any other odd number] natural persons (as determined by the Board from time to time), who must be Owners of ownership interests in Units, elected by the members of the Association. Until Class B voting rights are terminated, all Directors shall be elected at the annual meeting of the Association's members and shall serve for one (1) year and until their respective successors are duly elected and qualified. Prior to the first annual meeting of the members of the Association which is to be held after termination of Class B voting rights, the then Board of Directors shall determine the number of persons who shall constitute the Board of Directors for the coming year. At the first annual meeting of the members of the Association which is held after termination of Class B voting rights, all Directors shall be elected. All Directors elected after Class B voting rights have terminated must be natural persons, who are Unit Owners of Units, or who hold ownership interests in Units. At the first annual meeting of the

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

members of the Association which is held after the termination of Class B voting rights, Directors shall be elected for the following terms:

One-third (1/3) of the Directors shall be elected to serve a term of office of three (3) years. One-third (1/3) of the number of Directors to be elected shall serve a term of office of two (2) years. The remaining Director(s) shall serve a term of office of just one (1) year. If the number of Directors is not divisible by 3, then the number shall be divided up or down to the nearest whole number. For example, if the number of Directors is five (5), two (2) officers shall be elected for three (3) years, two (2) for two (2) years, and one (1) for one (1) year. The term of office of the Director(s) receiving the greatest number of votes shall be fixed at three (3) years, and the term of office of the Directors(s) receiving the second greatest number of votes shall be fixed at two (2) years; and the term of office of the remaining Directors shall be fixed at one (1) years.

Thereafter, at the expiration of each term of office of each respective Director, such Director's successor shall be elected to serve a term of three (3) years. Directors shall, in all events, hold office until their successors have been duly elected and have held their first annual meeting, and until such occurrence, shall possess all of the powers, authorities, duties, discretions and immunities of Directors, which is to say that a sitting Board of Directors shall serve until a new Board has been duly elected and has held its first meeting. There shall be no cumulative voting on Directors. In the event of a tie vote, the election to the office of Director shall be determined by lot or as the then-serving president of the Association shall otherwise determine, in the exercise of his or her reasonable discretion. If there is a tie vote, then the terms of offices of the Directors shall be determined by lot or as the then-serving president of the Association, in his or her sole and absolute discretion, shall determine appropriate. There shall be a single ballot or vote upon all Directors to be elected.

Section 2. Nominating Procedure. The Board of Directors may, in its sole and absolute discretion, constitute a "Nominating Committee," and may place names in nomination to fill the office of Directors. However, whether or not the Board so nominates persons to stand for election as members of the Board of Directors, persons to stand for election as members of the Board of Directors shall or may be nominated from the floor at the annual meeting of the members.

Section 3. Vacancies. The Board shall fill vacancies in its membership occurring between elections. A Board member, who is absent without sufficient cause (such sufficient cause being determined within the sole and absolute discretion of the remaining members of the Board by the majority vote thereof) from three (3) consecutive meetings of the Board may, at the option of the remaining members of the Board, be considered to have resigned, and such vacancies shall be filled by the unanimous vote of the remaining members of the Board; provided, however, that before such option is exercised by the Board, such member shall be given at least eight (8) days written notice that the exercising of such option is an issue to be placed before the Board so that such Board member shall have ample opportunity to appear before the Board to explain his absence from the

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

meetings of the Board. For purposes of determining whether or not to exercise such option, the size of the Board of Directors shall be deemed to be reduced by one. Vacancies in positions on the Board filled by the vote of Class B Members shall be filled by the remaining Directors elected by Class B Members.

Section 4. Management. The management of the Corporation's business, funds, assets, deposits, properties and affairs shall be vested in the Board of Directors. The Board of Directors shall, however, if it in its sole and absolute discretion deems it advisable to do so, employ for the Association, a professional manager, management firm or managing agent, at a rate of compensation to be established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not necessarily limited to those duties and services specified in the Declaration. The employment of such a manager, management firm or managing agent shall be upon such terms and conditions as the Association's Board of Directors shall, in its sole and absolute discretion, elect. Notwithstanding anything to the contrary hereinabove set forth in this Section 4, the Association or its Board of Directors shall not delegate any of its responsibilities for a term extending beyond the termination of Class B voting rights, prior to the conclusion of Class B voting rights, and shall not, prior to the termination of such Class B voting rights, employ any professional manager, managing agent or management firm for a term extending beyond the termination of Class B voting rights. Any management agreement shall be terminable by the Association on six (6) months notice.

Section 5. Term of Office. The term of office of Directors shall be as specified in Section 1 of this ARTICLE VI; provided, however, that so long as there are Class B voting rights in the Association, all Directors shall be elected at each annual meeting of the members, meaning that such Directors shall term of one (1) year only.

Section 6. Termination of Directorship. The term of any Director who becomes more than thirty (30) days delinquent in the payment of any assessments due under the Declaration, or any share of the common expenses, and/or carrying charges shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 3 of this Article.

Section 7. Compensation. Directors, as such, shall not receive any stated compensation or salaries for their services as Directors.

Section 8. Organization Meeting. The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors are elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one (1) such meeting shall be held during each calendar year. Notice of regular meetings of

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of any Director.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 14. Fidelity Bonds and Officers and Directors Insurance. The Board of Directors shall, if it in its discretion deems it appropriate to do so, require that all officers and employees of the Association handling or responsible for corporate or trust funds shall furnish adequate fidelity bonds and may purchase Officers and Directors Liability Insurance, the cost of which shall be paid for from the Maintenance Fund or the assessments of members. The premiums on such bonds and insurance shall be paid by the Association.

Section 15. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, or by the Declaration or by these By-Laws, directed to be exercised and done by the members of the Association or by the Unit Owners. The property, funds and affairs of the Association shall be controlled and managed by the Board of Directors, which shall exercise all powers of the Association not reserved by these Bylaws or by the Declaration or Articles of Incorporation to the members of the Association or the Unit Owners. The Association's Board of Directors shall have the authority to employ, discharge and determine the compensation of such

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

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

ARTICLE VII
Officers

Section 1. Number. The officers of the Board and the Association shall consist of a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may, if it in its sole and absolute discretion determines appropriate, also choose and appoint one or more additional Vice Presidents and one or more Assistant Secretaries and Assistant Treasurers, and such additional officers and agents, if any, as it may deem necessary from time to time. Any person may fill more than one of the offices; provided, however, that no person may be both the president and the secretary. The Board may, for example, elect a single person as being the vice president, and the secretary. Such officers shall be selected by the Board of Directors at the organizational meeting of the Board of Directors following the annual meeting of the members of the Association. The President and Vice-President must be members of the Board of Directors. The Secretary and/or Treasurer and any Assistant Secretaries or Assistant Treasurers need not be members of the Board of Directors if the Board of Directors determines such to be the case.

Section 2. Term. The officers shall hold office at the pleasure of the Board of Directors, for a period of one (1) year from the date of their respective elections, and until their successors are duly elected and qualified.

Section 3. Vacancies. A vacancy in any office for any reason shall be filled by the Board of Directors at any meeting for the unexpired portion of the term.

ARTICLE VIII
Duties of Officers

Section 1. General Powers. The officers shall have such power and authority in the control and management of the property and business of the Association as is usual and proper in the case of, and incident to, such corporate officers, except insofar as such power and authority is limited by these By-Laws, or by resolution of the Board of Directors.

Section 2. President. The President shall be the principal officer of the Association, and shall, in general, control and manage the property and affairs of the Association. He shall preside at all meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors from time to time. He shall sign all notes, agreements, conveyances or other instruments in writing made and entered into for or on behalf of the Association. He shall have all the general powers and duties which are usually vested in the office of President of a corporation,

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

including but not limited to the power to appoint committees from time to time among the membership of the Association as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

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

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

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

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

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

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

ARTICLE IX
Liability and Indemnification Of Officers and Directors

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify (to the maximum extent permitted by the law of Missouri) every officer and director of the Association, against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

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

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

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

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

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

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

ARTICLE X

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 1 9 2005

Management

Section 1. Management. The Association, by and through its Board of Directors, shall enforce the provisions of the Declaration and of these Bylaws, and shall perform all duties and obligations conferred upon the Association by the Declaration, and shall have all powers, privileges, powers and discretions conferred upon the Association by the Declaration, and shall pay out of the Maintenance Fund, established by the Declaration, for those articles, items, duties and services to be supplied and performed by the Association through the use of such funds under the terms of the Declaration.

Section 2. Manager or Managing Agent. The Association, by and through its Board of Directors, may delegate any of its duties, powers or functions to a manager or managing agent, provided that such delegation shall be revocable upon no more than six (6) months written notice. The Association, and its officers, and its Board of Directors shall not be liable for any omission or improper exercise by the manager or managing agent of any such duty, power or function so delegated. Notwithstanding anything to the contrary set forth in this Section 2, so long as Class B voting rights are in existence, the Association shall not employ any professional manager, for a term extending beyond the termination of Class B voting rights, and shall not delegate any of its responsibilities for a term extending beyond the termination of Class B voting rights.

Section 3. Duties to Maintain. The Association, shall have the duty and obligation to perform the repairs and maintenance imposed upon the Association and/or the Board of Managers by the Declaration. Each Unit Owner shall have the duty and obligation to perform the maintenance upon his, her or their Unit imposed upon him, her or them by the Declaration, and shall be required to perform with respect to each Unit, all maintenance not specifically imposed by the Declaration upon the Association and/or the Board of Managers. The Unit Owners upon whom collective obligations of maintenance, repair and replacement are imposed by the Declaration, shall have the duty and obligation, to the Association and all other Unit Owners, to perform or to cause to be performed the maintenance, repairs and servicing described in the Declaration.

Section 4. Access at Reasonable Times. For the purposes of discharging its duties and responsibilities as provided by these By-Laws and the Declaration, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Association, through its duly authorized agents, Directors or employees, shall have the right, after reasonable efforts to give notice to the Unit Owner, to enter into any Unit or any Apartment at any hour considered to be reasonable under the circumstances.

Section 5. Limitation of Liability. The Association, and its Directors, and its officers, shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for out of the Maintenance Fund established by the Declaration, or for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment. The Association shall

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

not be liable to the Owner or occupant of any Unit for loss or damage by theft or otherwise of articles which may be stored upon any of the Common Elements. No diminution or abatement of maintenance fund assessments as provided for by the Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements, or the Units or the buildings located thereon, or from any action taken by the Association to comply with any law or ordinance or with the order or directive of any municipal or other governmental authority. The directors, officers and the employees of the Association, and the Association itself (except to the extent of the cost of procuring same), shall not be liable for any failure by the Association to provide or perform any management, maintenance, repairs, servicing, upkeep or other services, or to procure any insurance, required by the Declaration.

ARTICLE XI
Assessments

This ARTICLE XI of these Bylaws shall be identical in form and content to Article 6 of the Declaration, which such Article is incorporated herein by reference.

ARTICLE XII
Financial Management

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January of each year. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

Section 2. Books and Accounts. Books and accounts for all funds collected by the Association shall be kept under the direction of the Treasurer, in accordance with good bookkeeping principals consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the funds collected and the administration of such funds.

Section 3. Auditing. Upon request by a majority of the Board of Directors of the Association, any Treasurer or Assistant Treasurer of the Association, whether present or past, shall submit his or her books and records for audit by an independent Certified Public Accountant, retained by the Association at its expense, whose report shall be prepared and certified in accordance with generally accepted auditing principles. In lieu of any such audit by an independent Certified Public Accountant, the Association's Board of Directors may appoint an "audit committee." Such audit committee shall consist of one (1) director and two (2) Class A members of the Association, who are not a members of the Board of Directors. If an audit committee is used, then the books and records shall be audited by such audit committee, which shall report to the Association's Board of Directors and its members.

Section 4. Inspection of Books. The books and accounts of the Association, or of the Treasurer or any Assistant Treasurer thereof, and vouchers accrediting the entries made thereupon,

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 1 9 2005

shall be available for examination by the members of the Association, and/or their duly authorized agents or attorneys during normal business hours and for purposes reasonably related to their interests as members.

Section 5. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President and by the Secretary, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

Section 6. Seal. The Board of Directors may, if it in its discretion deems it appropriate, provide a corporate seal containing the name of the Association, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any assistant secretary or assistant Treasurer.

ARTICLE XIII
Insurance

The Association's Board of Directors shall have the duty to obtain and maintain fire and casualty insurance to the extent reasonably available on any reasonably insurable improvements owned by the Association. The Association's Board of Directors, in its discretion, shall obtain, at the expense of the Association:

a. Such other fire and casualty insurance and physical damage insurance as it finds to be appropriate;

b. Such public liability insurance coverages and liability insurance coverages (in such amounts and for such limits) as it finds to be appropriate;

c. Worker's compensation insurance coverages shall be maintained to the extent required by law, and may, if not required by law, nevertheless be maintained if the Directors, in their discretion, find it to be appropriate that such insurance be maintained in effect;

d. Officers' and Directors' Liability Insurance Coverage, covering the Officers and Directors of the Association, to the extent the Board shall find to be appropriate;

e. Such other insurance coverages as the Board finds to be appropriate in its discretion.

The Association's Board of Directors shall have the authority (but not the obligation) to enforce requirements imposed by the Declaration upon Unit Owners that Unit Owners obtain any insurance coverages.

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 1 9 2005

ARTICLE XIV
Amendment

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

ARTICLE XV
Conflict With The Declaration

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

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

Section 3. Waiver. No restriction, condition, obligation or provision of these By-Laws or the Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 4. Captions. The captions contained in these By-Laws are for convenience only and are a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 5. Gender, Etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

Adopted as the By-Laws of THE VILLAS AT VINTAGE FALLS HOMES ASSOCIATION, a not-for-profit corporation of the State of Missouri, effective the _____ day of _____, 2004 (same being attached to the Declaration, as the first By-Laws of the Association).

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

MEMBERS OF THE FIRST BOARD OF DIRECTORS OF THE ASSOCIATION:

Jack Daugherty

SECRETARY OF THE ASSOCIATION:

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

Title of Document: Stormwater Detention Facility Easement Agreement
(Stormwater Detention Facility Agreement)

Grantor: Greenwing Development, LLC
[address: P.O. Box 756, Columbia, MO 65205]

Grantee: Fairway Meadow Corporation
[address: 5714 Shortline Drive, Columbia, MO 65203]

Legal Description: All of the following described real estate situated in Boone County, Missouri:

All land platted as Vintage Falls Plat 1-A by "Administrative Plat of Vintage Falls Plat 1-A, a replat of Vintage Falls Plat 1" recorded in Book 2631 at Page 116 of the Real Estate Records of Boone County, Missouri, and all Lots and Units now or hereafter located within such land; and

Each of Lots 601 and 602 of Smithton Ridge Plat 6, as shown by Plat recorded in Plat Book 37 at Page 56 of the Real Estate Records of Boone County, Missouri, and all lots, Units, or other parcels resulting from any subdivision of or condominium affecting any of such Lots; and

A tract of land located in the southwest quarter of Section 9, Township 48 North, Range 13 West, Columbia, Boone County, Missouri, being part of Lot 602 of Smithton Ridge Plat 6, as shown in Plat Book 37, page 56, and being more particularly described on Exhibit A hereto.

Date of Document: _____, 2005

"EXHIBIT C"

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

STORMWATER DETENTION FACILITY EASEMENT AGREEMENT
(STORMWATER DETENTION FACILITY AGREEMENT)

This Agreement ("this Agreement") is made and entered into this ___ day of _____, 2005, by and between, **Fairway Meadows Corporation,** a corporation of the State of Missouri [address: 5714 Shortline Drive, Columbia, MO 65203, attention: Jack Daugherty] ("Fairway" or "Fairway Meadows"), on behalf of itself and on behalf of The Villas at Vintage Falls Homes Association, a not-for-profit corporation of the State of Missouri ("The Villas Association") [address: The Villas at Vintage Falls Home Association, c/o Mr. Jack Daugherty, Fairway Meadows Corporation, 5714 Shortline Drive, Columbia, MO 65203] which has been formed or is to be formed, and **Greenwing Development, LLC** [address: c/o William D. Powell, 1150 Cedar Grove Boulevard, Columbia, Missouri 65201], a limited liability company of the State of Missouri ("Greenwing"), on its own behalf and on behalf of one or more Associations of Unit Owners or Property Owners for property to be located within Smithton Ridge, Plat 6, a real estate development located or to be located in Columbia, Missouri ("the Smithton Ridge Associations"), which have been or are to be formed [address: c/o Greenwing Development, LLC, William D. Powell, 1150 Cedar Grove Boulevard, Columbia, Missouri 65201].

W I T N E S S E T H:

BACKGROUND RECITALS
["RECITALS"]

This Agreement is made and entered into by, between and among the above-named Parties (collectively, "the Parties" and individually as "a Party"), with Fairway Meadows acting on its own behalf and on behalf of The Villas Association (a not-for-profit corporation of the State of Missouri which has been formed or will be formed under the not-for-profit corporation act of the State of Missouri) and Greenwing acting on behalf of itself and on behalf of the Smithton Ridge Association (which have been so formed or will be so formed), in view of the following facts, matters and circumstances:

Fairway Meadows is the Developer of that real estate development in Columbia, Boone County, Missouri, commonly known as "The Villas at Vintage Falls." The Villas at Vintage Falls currently occupies, that real estate platted as "Vintage Falls Plat 1-A," as shown by "Administrative Plat of Vintage Falls Plat 1-A, a replat of Vintage Falls Plat 1" recorded in Book 2631 at Page 116 of the Real Estate Records of Boone County, Missouri. Such real estate consists of a number of Lots, as shown and identified by such Plat ("Vintage Falls Plat 1-A").

The Lots of the Villas at Vintage Falls, as provided for by the Vintage Falls Plat 1-A Plat, have been made subject to a Declaration of Covenants, Conditions, Reservations, Easements and Restrictions of The Villas At Vintage Falls, a Planned Unit Development ("the Villas Declaration"), which has been recorded in Book ____ at Page ____ of the Real Estate Records of Boone County, Missouri. The Villas Declaration provides all the terms, covenants, conditions and provisions for the governance of the Villas Development. The above described Lots of

--

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

Vintage Falls Plat 1-A are now subject to the Villas Declaration. Fairway Meadows may annex to the Development which is subject to the Villas Declaration additional land or real estate, described in the Villas Declaration as "the Annexation Parcel."

The Villas Association is or will be a not-for-profit corporation of the State of Missouri, which is described in and provided for by the Villas Declaration, and which will be the Association of Unit Owners of Units located within The Villas at Vintage Falls, including those located within Vintage Falls Plat 1-A. The Villas Association has or will have the obligation to the Unit Owners of Units located within The Villas at Vintage Falls to maintain, repair, replace and operate, Common Elements of The Villas at Vintage Falls Development, all as described in the Villas Declaration.

Greenwing is the Developer of a real estate development known as "Smithton Ridge." Smithton Ridge includes lots within Smithton Plat 5 and Lots 601 and 602 of Smithton Ridge Plat 6, in Boone County, Missouri. Such Lots 601 and 602 of Smithton Ridge Plat 6 may be referred to as ("the Smithton Ridge Lots"). The Smithton Ridge Lots are, or will be subject to one or more Condominium Declarations or Declarations of Covenants, Easements and Restrictions ("the Smithton Ridge Declarations").

The Smithton Ridge Associations have been or will be formed pursuant to the Smithton Ridge Declarations as one or more Condominium Unit Owners Associations or Unit Owners Associations of Owners of Dwelling Units located within the Smithton Ridge Lots, and have or will have the duties and obligations provided for by the Smithton Ridge Declarations to maintain, repair and replace, and operate the Common Elements of the Developments provided for by and governed by the Smithton Ridge Declarations.

The Villas Development hereinabove described, and specifically that portion of the Villas Development consisting of the above described and identified Lots of the Vintage Falls Plat 1-A and the Smithton Ridge Developments located or to be located within the above described Smithton Ridge Lots, Lots 601 and 602, of Smithton Ridge Plat 6 ("the Smithton Ridge Developments"), are both required by the City of Columbia, Missouri ("the City") under the City's stormwater regulations, to provide certain stormwater detention facilities.

It is to the mutual advantage of Fairway Meadows and Villas Association on the one hand and Greenwing and the Smithton Ridge Associations on the other hand, that the Parties work together, cooperatively, to develop a common stormwater detention facility which will serve both the Villas Development and the Smithton Ridge Developments, and will also serve a Development in Smithton Ridge Plat 5, and which will be jointly operated, maintained, repaired and replaced by the Villas Association and the Smithton Ridge Associations, in the manner hereinafter described in this Agreement.

The Parties, accordingly, enter into this Agreement.

AGREEMENTS

--

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

NOW, THEREFORE, in view of the foregoing Recitals and in consideration of the mutual promises, covenants, declarations and agreements of the Parties hereto, as hereinafter set forth, the Parties hereto do hereby mutually promise, declare, state, covenant and agree as follows:

FIRST. Stormwater Detention Facility Easement. The Stormwater Detention Facility described herein ("the Facility" or "the Detention Facility" or "the Stormwater Detention Facility") is to be located upon land owned by Greenwing, which such land is hereinafter referred to as "the Easement Land," or "the Easement Real Estate," and is legally described as the following described real estate situated in Boone County, Missouri:

> That parcel of land located in the southwest quarter of Section 9, Township 48 North, Range 13 West, Columbia, Boone County, Missouri, being part of Lot 602 of Smithton Ridge Plat 6, as shown in Plat Book 37, page 56, which is more particularly described on **Exhibit A,** which is annexed hereto and is hereby incorporated herein by reference the same as though fully set forth herein verbatim.

Greenwing hereby grants, conveys, assigns, transfers and sets over to Fairway Meadows, and the Villas Association (whether or not such corporation has been formed) and to the Smithton Ridge Associations (whether or not they have been formed) a perpetual, irrevocable easement, which shall:

– inure to the benefit of, and be binding upon, Fairway Meadows and the Villas Association, and each of them; and

– inure to the benefit of, and be binding upon Greenwing and its successors in ownership of the Easement Real Estate, and each and every part thereof; and

– inure to the benefit of, and be binding upon the Smithton Ridge Associations and each of them (whether or not such Associations/corporations have been formed); and

– run with the Easement Real Estate and with each Lot and Unit now or hereafter located within the Villas Development as hereinabove described, and the land of each of the Smithton Ridge Lots, hereinabove described, and each of the Lots and Units of the Smithton Ridge Development, and on behalf of the Lots and Developments in Smithton Ridge Plat 5, and each Dwelling located therein.

the terms of which such Easement ("the Detention Facility Easement") shall be as follows:

A. Fairway Meadows shall, at its expense, cause a stormwater detention pond/stormwater detention facility (herein referred to as "the Detention Facility" or "the Stormwater Detention Facility" or "the Facility") to be designed by Jay Gebhardt, P.E. of A Civil Group. The plans and specifications for the design for the Detention Facility shall be prepared at the cost and expense of Fairway Meadows, and shall be subject to the approval of Greenwing. Once such plans and specifications for the Detention Facility, as prepared at the

--

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

expense of Fairway Meadows, are approved by Greenwing, Fairway Meadows shall cause same to be submitted to the Public Works Department of the City, for approval, as a stormwater detention facility for the Vintage Falls Plat 1-A Development, and the developments to be placed on the Smithton Ridge Lots and the developments within Smithton Ridge Plat 5. Greenwing and Fairway Meadows shall diligently work together with each other, in good faith, in taking all actions reasonably required to obtain approval of such Public Works Department of such plans and specifications ("the Plans and Specifications"). The Facility shall serve the Vintage Falls Development, the Developments on the Smithton Ridge Lots of Smith Ridge Plat 6, and the Developments of Smithton Ridge Plat 5 even though the Plat 5 Associations are not parties to this Agreement.

B. Once the Plans and Specifications have been approved by Greenwing and the City's Public Works Department, Fairway Meadows shall cause the Detention Facility to be constructed and completed, in accordance with the approved Plans and Specifications, at its expense. All costs and expense of such construction and completion shall be paid by Fairway Meadows. Fairway Meadows shall cause the Detention Facility to be fully completed in accordance with the approved Plans and Specifications. Fairway Meadows shall cause all steps to be taken which are required to obtain approval of the completed Facility by the City's Public Works Department.

C. Fairway Meadows shall cause the Facility to be constructed and completed, as soon as reasonably practicable, following the approval of the Plans and Specifications by Greenwing and the City's Public Works Department.

D. Fairway Meadows, and its contractors, shall have full and complete access to the Easement Real Estate as required for the development of the Plans and Specifications for, and the construction and completion of the Stormwater Detention Facility.

E. Fairway Meadows shall indemnify, defend, save and hold harmless Greenwing, and its successors in ownership of any portion of the Smithton Ridge Lots, of and from, any and all, and each and every, mechanic's lien, engineer's lien, similar lien, and any suits, actions, causes of action, claims, liabilities, expenses or responsibilities arising out of, or which are asserted by reason of the construction upon the Easement Real Estate of the Detention Facility or by reason of any sums due or claimed to be due for the design of the Facility or any work, labor, materials or services provided in connection with the construction or completion of the Detention Facility, or arising out of any claims for damages to persons or property arising out of the construction or completion of the Detention Facility.

F. Following completion of the Detention Facility, Greenwing and it successors, Fairway Meadows and its successors, the Villas Association and the Smithton Ridge Associations, and each of them and all of them, and the respective contractors, agents, employees and designees, and the City and its contractors, employees and designees, shall have and continue to have a perpetual, irrevocable and permanent easements upon and across the Easement Real Estate for the construction, placement, location, keeping, maintenance, repair, replacement, use, upgrade and improvement thereon of the Detention Facility, which shall serve as a common stormwater detention facility for all Lots shown by the Vintage Falls Plat 1-A

--

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

hereinabove described, and the development to be placed thereon, and the Smithton Ridge Lots of Smithton Ridge Plat 6 hereinabove described and all developments placed or to be placed thereon, and (even though its Association is not a Party to this Agreement) all lots and homes within Smithton Ridge Plat 5.

G. All costs for the future (after it is completed) maintenance, repair, replacement, servicing and upkeep of the Detention Facility shall be shared by Fairway Meadows, the Villas Association, Greenwing, and the Smithton Ridge Associations, in the manner hereinafter described in this Agreement, in perpetuity.

H. The boundaries of the Easement Real Estate and the location of the Stormwater Detention Facility, and a general design for the Stormwater Detention Facility, is annexed hereto as **Exhibit B** and is incorporated herein by reference.

SECOND. Initial Obligations of Fairway Meadows and Greenwing. At the outset, Fairway Meadows shall pay, and shall be obligated to pay one-third (or 33.333%) of all costs for the:

a. Maintenance of;
b. Mowing, and other upkeep of and for;
c. Providing insurance for and upon;
d. Maintenance, operation, repair, replacement, upkeep and any necessary enhancement, upgrade or improvement of;
e. Operations of;
f. Real estate taxes upon,

the Detention Facility (all collectively hereinafter referred to as the "Stormwater Detention Facility Operational Costs"), and Greenwing shall pay two-thirds (or 66.666%) of all of such Stormwater Detention Facility Operational Costs. Fairway Meadows' Share of such Costs shall be referred to herein as "Fairway Meadows' Share of the Operational Costs." Greenwing's Share of such costs shall be referred to herein as "Greenwing's Share of the Operational Costs."

THIRD. Formation of Associations. Fairway Meadows shall be obligated to cause the Villas Association to be promptly formed, if it has not already been formed under the Not-For-Profit Corporation Act of the State of Missouri. Greenwing shall be obligated to cause to be formed, if same are not already formed, the Smithton Ridge Associations in accordance with the provisions of applicable law. The Villas Association shall be an Association of the Unit Owners of each and all of the Dwelling Units to be placed within the Villas Development, and it shall have the obligation to maintain, repair, replace and operate the various Common Areas and Common Elements within the Villas Development, together with the Stormwater Detention Facility, which such Stormwater Detention Facility shall be and be considered to be and shall be deemed to be a Common Element of the Villas at Vintage Falls Development provided for by the Villas Declaration.

The Smithton Ridge Associations shall be caused to be formed by Greenwing in accordance with all applicable law, including, if applicable, the Uniform Condominium Act of

--

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

the State of Missouri. The Smithton Ridge Association shall be associations of the Unit Owners of all Dwelling Units located within the Smithton Ridge Lots. The Smithton Ridge Declaration shall impose upon the Smithton Ridge Associations the duty to provide for the maintenance, repair, replacement, operation and upkeep of all of the Common Areas and Common Elements of the Smithton Ridge Development to be placed within the Smithton Ridge Lots, and shall further provide that the Stormwater Detention Facility shall be a portion of the Common Areas and Common Elements of the Smithton Ridge Developments to be placed within the Smithton Ridge Lots.

The Villas Declaration and the Smithton Ridge Declaration shall each confer upon the Unit Owners of the various Dwelling Units located within the Developments governed thereby the duty to pay assessments to the respective Associations, the sums of which shall be used to provide for the maintenance, repair, replacement, servicing, operation and upkeep of the various Common Areas and Common Elements of the respective Developments that are governed by the Declaration, and shall provide that the obligation to pay such assessments shall constitute liens upon the respective Dwelling Units of the Unit Owners. The Associations shall, therefore, have the ability to enforce obligation for payment of assessments by enforcement of liens upon the respective Dwelling Units owned by the Unit Owners obligated to pay the assessments.

FOURTH. Assignment of Obligations. When eighteen (18) Units of The Villas at Vintage Falls, to be located within the Lots of Vintage Falls Plat 1-A, have become subject to the obligation to pay Annual Assessments in accordance with the Villas Declaration, then Fairway Meadows may assign, transfer, and set over to the Villas Association, all of Fairway Meadows' duties and obligations under this Agreement to pay any part of the Stormwater Detention Facility Operational Costs, and, upon the making of such assignment, shall be relieved, discharged, and exonerated from its continuing duties and obligations to Greenwing or any of the other Parties under this Agreement; provided, however, that Fairway Meadows has previously paid all costs of the design, construction and completion of the Facility. When eighteen (18) Dwelling Units located within the Smithton Ridge Developments have become subject to assessments provided for by the Smithton Ridge Declarations, Greenwing may assign, transfer, and set over to the Smithton Ridge Associations all of Greenwing's duties and obligations to pay Greenwing's Share of the Operational Costs, and upon the making of such assignment, all of its duties and obligations under this Agreement shall be cancelled and terminated and rendered of no further force or effect.

FIFTH. Intentions. The intentions are that, as and when the various Associations of Lot Owners/Unit Owners, as described in this Agreement have been formed and are operational, such Associations shall assume, and thereafter be obligated to pay and perform the duties and obligations under this Agreement, with the Villas Association being obligated to pay the Fairway Meadows' Share of the Operational Costs and the Smithton Ridge Associations being obligated to pay Greenwing's Share of the Operational Costs, and with Fairway Meadows and Greenwing to be relieved of any responsibility to pay any such Costs.

SIXTH. Cooperation and Maintenance. Fairway Meadows shall (until it has assigned its obligations under this Agreement to the Villas Association in accordance with the above provisions of this Agreement and thereafter the Villas Association) and Greenwing (until it has

--

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 1 9 2005

assigned its obligations under this Agreement to the Smithton Ridge Associations, and thereafter the Smithton Ridge Associations) shall be obligated to each other to diligently and in good faith cooperate with each other, in causing to be provided and performed, in a good and workmanlike manner and in a timely and diligent manner all:

a. Mowing and weed removal and weed control of and for the Easement Real Estate and the Detention Facility, the Smithton Ridge Plats 5 and 6 and Vintage Falls Plat 1-A;

b. Maintenance, repairs, replacements, servicing and upkeep of the Detention Facility;

c. Providing insurance for the Easement Real Estate and the Detention Facility;

d. Steps required for the operations and use of the Detention Facility;

e. Providing all enhancements and improvements of the Detention Facility which shall reasonably be required in order that the Detention Facility shall continue to satisfy all requirements of the City and shall continue to be suitable for performing its desired function as a stormwater detention facility;

f. Paying any real estate or property taxes charged on the Easement Real Estate or the Detention Facility;

g. Providing for the installation of, the maintenance of, repair, replacement, servicing and upkeep of any fences which may be required in order to provide appropriate protection for the Detention Facility and for members of the public,

in order that the Detention Facility shall, at all times, be kept in a clean, neat, safe and debris free and pest and vermin free condition, and in a condition of good and sound repair, and in a condition suitable for its intended purpose as a Stormwater Detention Facility, which satisfies all requirements of the City, as such requirements are from time to time imposed.

SEVENTH. Maintenance Fund. By January 1, 2005, Fairway Meadows (or the Villas Association), and Greenwing (or the Smithton Ridge Associations) shall be obligated to cause to be established a bank account ("the Escrow Account") with Boone County National Bank of Columbia, Missouri. By January 1, 2005, and within the first thirty (30) days of each calendar year which thereafter begins, Fairway Meadows or the Villas Association, whichever such Party then holds the obligation to pay the Fairway Meadows Share of the Operational Costs shall deposit to such Escrow Account an Escrow Deposit of Five Hundred Dollars ($500.00). By January 1, 2005, and within the first thirty (30) days of each calendar year which begins thereafter, Greenwing or the Smithton Ridge Associations, whichever such Party then holds the obligation to pay Greenwing's Share of the Operational Costs, shall make a deposit to the Escrow Account of One Thousand Dollars ($1,000.00). The intention is that Fairway Meadows/the Villas Association (whichever then holds the obligation to pay the Fairway Meadows Share of the Operational Costs) shall make annual deposits (on or before January 1,

--

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

2005 and within the first thirty (30) days of calendar year 2006 and of each subsequent calendar year) in the sum of Five Hundred Dollars ($500.00), and that Greenwing/the Smithton Ridge Associations (whichever such Party then holds the obligation to pay Greenwing's Share of the Operational Costs) shall make such annual deposits in the sum of One Thousand Dollars ($1,000.00); as Fairway Meadows/the Villas Association is to pay, in perpetuity, one-third (1/3) of all of the Stormwater Detention Facility Operational Costs and Greenwing/the Smithton Ridge Associations are to pay, in perpetuity, the balance of such Costs.

All sums deposited to such Escrow Account shall be referred to as "the Escrow Fund." The Escrow Fund is established for purposes of assuring each of the Parties to this Agreement that funds required to pay for the Operational Costs will always be on hand, and will be available to pay such costs, as and when the costs are incurred or reasonably need to be incurred. The account agreement for such Escrow Account shall provide that check or documents of withdrawal, providing for the withdrawal of funds from such account, must be signed by an officer designated by the Board of Directors of Fairway Meadows (or the Villas Association, as the case may be) and by an officer designated by Greenwing (or by the Smithton Ridge Associations, as the case may be). The Escrow Funds shall be used to pay the Stormwater Facility Operational Costs of the Stormwater Detention Facility and shall not be used for any other purpose or purposes.

Fairway Meadows (or the Villas Association) and Greenwing (or the Smithton Ridge Associations) may agree to increase or decrease the sums of their required Escrow Fund Deposits hereinabove described. The intention is that the Escrow Fund shall, within the first thirty (30) days of each calendar year beginning with calendar year 2005, contain an amount which can reasonably be expected to pay during such calendar year, all reasonably anticipatable Stormwater Detention Facility Operating Costs that can be reasonably be anticipated to be incurred within such calendar year.

Therefore, if reasonable increases in the Escrow Fund deposits are required, the Parties shall be required to agree to such reasonable increases. If it is obvious that the Escrow Fund Deposits are going to substantially exceed the funds required to pay the Stormwater Detention Facility Operating Costs, then the Parties shall agree upon a reasonable reduction in the required Deposits.

Fairway Meadows and/or the Villas Association, on the one hand, and Greenwing and/or the Smithton Ridge Associations on the other hand, shall cooperate with each other, using the utmost good faith, in seeking to establish the correct amounts for the required annual Escrow Fund Deposits.

The terms of the Account Agreement for the Escrow Fund shall be that all checks or other instruments of withdrawal, providing for the withdrawal of funds from such account, must be signed by an officer designated by the Board of Directors of Fairway Meadows (or the Villas Association, as the case may be) and an officer designated by Greenwing (or the Smithton Ridge Associations, as the case may be).

--

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

EIGHTH. Cooperation In Use of Escrow Fund. Fairway Meadows and/or the Villas Association, on the one hand, and Greenwing and/or the Smithton Ridge Associations, on the other hand, shall cooperate together, diligently, in good faith, in seeing to it that all steps required for the adequate maintaining, repairing, replacing, servicing, upkeep, use, insuring, and upgrading of the Stormwater Detention Facility are performed in a timely manner and that such Facility and the Easement Land are properly insured, and the taxes thereon are timely paid, and that all costs of these efforts are paid from the Escrowed Fund.

NINTH. Deficiency in Escrow Fund. If the Funds on Deposit in the Escrow Fund are at any time insufficient to pay any Stormwater Detention Facility Operational Costs which must reasonably be paid in order for the Stormwater Facility to be maintained, kept and operated in accordance with the standards of maintenance described in this Agreement, then Fairway Meadows, or the Villas Association, on the one hand (whichever such Party then holds the obligation to pay the Fairway Meadows Share of the operational Costs) and Greenwing or the Smithton Ridge Associations, on the other hand (whichever such Party then holds the obligation to pay Greenwing's Share of the Operational Costs) shall each be obligated to contribute their respective Share of the sum of such Stormwater Detention Facility Operational Costs, as required to make up the deficiency, with Fairway Meadows/the Villas Association to pay one-third (1/3) of same and Greenwing or the Smithton Ridge Associations to pay two-thirds (2/3) of same. The intention is that Fairway Meadows/the Villas Association, by their contributions to the Escrow Fund, or by their contributions to the payment of any additional sums required to be paid in accordance with this paragraph EIGHTH, shall pay one-third (1/3) of all Stormwater Detention Facility Operational Costs, and that Greenwing/the Smithton Ridge Associations shall pay the balance of such costs, and that each such Party shall contribute its respective Share of such costs in order that all costs shall be timely paid and the Stormwater Detention Facility shall be maintained, repaired, replaced, utilized and operated in accordance with the standards set forth in this Agreement.

TENTH. Standards. Fairway Meadows or the Villas Association, whichever such Party then holds the obligations to pay Fairway Meadows Share of the Operational Costs, and Greenwing or the Smithton Ridge Associations, whichever such Party has the obligation to pay Greenwing's Share of the Operational Costs, shall be required to cause to be taken, by contractors, agents, employees or other designees selected and agreed to by them (which such agreement shall not be unreasonably withheld), to provide all mowing and weed control of and for the Easement Real Estate and the Detention Facility, and maintenance, repairs, replacements, servicing and upkeep of the Detention Facility and all of its components, and the performance of all other steps required for the operations and use of the Detention Facility, and all steps required to provide any enhancements or improvements to the Detention Facility, at such times, and in such manner, as shall reasonably be required in order that the Stormwater Detention Facility shall at all times be kept in a clean, neat, safe and debris free condition, and in a condition of good and sound repair, and in a weed free condition, and in a vermin and pest free condition, and in a condition suitable for its intended purpose as a stormwater detention facility, and in a condition which satisfies all requirements of the City, as such requirements are from time to time imposed by the City. The Stormwater Detention Facility and the Easement Real Estate, and all parts and components of the Stormwater Detention Facility and all fences for, landscaping for, outfalls and outflows for, and pipes and other water conveying components leading thereto and

--

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

therefrom, and all of the Easement Real Estate shall be maintained, repaired, replaced and operated in accordance with the Standards described in this paragraph TENTH. In addition, adequate liability insurance shall be provided, as a part of the Stormwater Detention Facility Operational Costs on the Easement Real Estate and the Stormwater Detention Facility, and all real estate taxes on the Stormwater Detention Facility and Easement Real Estate shall be paid as a part of the Stormwater Detention Facility Operational Costs.

ELEVENTH. Failure of Contribution. If Greenwing or the Smithton Ridge Associations (whichever then holds the obligations to pay Greenwing's Share of the Operational Costs), or Fairway Meadows or the Villas Association (whichever such Party then holds the obligations to pay Fairway Meadow's Share of the Operational Costs), fails to make such Party's required Escrow Deposit to the Escrow Account, in accordance with paragraph SEVENTH above, or to pay any portion of the Operational Costs which such Party is required to pay pursuant to this Agreement, in order that the Stormwater Detention Facility may at all times be maintained, repaired, utilized and operated in accordance with the Standards set forth in paragraph TENTH of this Agreement, then the other such Party to this Agreement (hereinafter the "the Contributing Party") may (but shall not be obligated to) pay or contribute on behalf of such Party which fails to pay its Share of the Stormwater Facility Operational Costs of the Stormwater Detention Facility or to make its required Escrow Deposit to the Escrow Account ("the Defaulting Party"), such Defaulting Party's Share of such Costs and/or of such contribution, or may pay the costs of any necessary maintenance, repair, replacement, servicing or upkeep of, or insuring of the Stormwater Detention Facility, including the Share thereof of the Defaulting Party. If a Contributing Party pays or contributes on behalf of a Defaulting Party a sum which, under the provisions of this Agreement, the Defaulting Party would otherwise be obligated to pay or contribute ("the Contributed Sum"), then the Contributing Party shall be entitled to immediate reimbursement by the Defaulting Party of the Contributed Sum, together with interest on the Contributed Sum from the date the Contributed Sum is paid or contributed by the Contributing Party at the Default Rate as hereinafter defined. All references herein to "the Default Rate" shall mean and refer to a rate of Interest which is three percent (3%) per annum above the Prime Interest Rate, as the Prime Interest Rate is from time to time in effect, with such Interest Rate to be adjusted, with each adjustment in the Prime Interest Rate, so as to always be equal to a rate of Interest three percent (3%) per annum above the Prime Interest Rate (with the Interest Rate being adjusted effective on the date of each adjustment in the Prime Interest Rate). All references herein to the "Prime Interest Rate" shall mean that rate of interest which is published in the "Money Rates" column of *The Wall Street Journal*, as being the "Prime Rate" or as "Prime" or "the Prime Interest Rate," meaning that rate of interest charged by seventy-five percent (75%) of the nation's largest money center banks to their most favored corporate borrowers. The Contributing Party shall be entitled to immediate payment of reimbursement by the Defaulting Party of the Contributed Sum, together with Interest at the rate described above. The Default Rate shall, however, never be less than nine percent (9%) per annum.

TWELFTH. Interest. If any Party to this Agreement shall become entitled to receive from any other Party to this Agreement payment of any sum, and if such sum is not paid when due, then such sum shall from the date when demanded, and until the date when paid, bear Interest at the Default Rate hereinabove described in paragraph ELEVENTH of this Agreement.

--

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

THIRTEENTH. Enforcement by City. The City, although not a party to this Agreement, shall nevertheless have the right and the authority to require that the Stormwater Detention Facility and the Easement Real Estate be maintained, repaired, operated and kept in accordance with the Standards set forth in paragraphs SIXTH and TENTH of this Agreement. The City shall be permitted to require that the Stormwater Detention Facility and the Easement Real Estate be maintained, repaired, operated and utilized in accordance with such standards, and to require that any improvements or enhancements be made to the Stormwater Detention Facility which are reasonably required in order that such Facility may perform its intended function. If the City at any time determines that the Stormwater Detention Facility or the Easement Real Estate is not being maintained, repaired, operated or utilized in accordance with the requirements of this Agreement, or such Standards set forth in this Agreement, or that enhancements or improvements to the Stormwater Detention Facility are required in order that it may properly and safely perform its intended purpose, then the City may make demand on Fairway Meadows, or the Villas Association, whichever such Party then holds the obligation to pay the Fairway Meadows Share of the Operational Costs, and Greenwing or the Smithton Ridge Associations, whichever such Party then holds the obligation to pay Greenwing's Share of the Operational Costs, that such Parties immediately perform all work, or take all efforts, steps or actions which are required to remedy any deficiency ("Deficiency") in the condition of, or the operations of, or the status of repair or operations of the Stormwater Detention Facility or the Easement Real Estate. If the City concludes that such Deficiency is not corrected within a timely manner, then the City may (but need not) cause the Deficiency to be corrected or eliminated in such manner as the City in the City's sole and absolute discretion finds to be appropriate, and shall then be entitled to immediately recover:

- 2/3 of all of its costs incurred for the correction of the deficiency from Greenwing or the Smithton Ridge Associations, as the case may be;

- 1/3 of the costs of correction of such deficiency from Fairway Meadows or the Villas Association, as the case may be.

Any such sum which the City is entitled to recover from Greenwing or the Smithton Ridge Association shall constitute, and shall be, a lien upon each and all of the then existing Dwelling Units within the Smithton Ridge Development and all parts of the Smithton Ridge Lots, with such sum to be equally apportioned among all Dwelling Units which are then subject to assessments by the Smithton Ridge Associations. The Share of such sum which the City is entitled to receive from Fairway Meadows or the Villas Association shall constitute a lien against each and all of the then existing Dwelling Units located within Vintage Falls Plat 1-A, with such sum to be equally apportioned among all then existing Dwelling Units. The City shall be entitled to make demand upon each Dwelling Unit Owner for such Dwelling Unit Owner's respective Share of the sum to which the City is entitled, and shall be entitled to receive, on all sums to which the City is entitled, Interest at the Default Rate described in paragraph ELEVENTH above, and all of its costs, expenses and attorneys fees incurred in seeking to collect or enforcing payment of the sums to which it is entitled pursuant to this paragraph THIRTEENTH, all of which such Interest and attorneys fees shall be similarly allocated among the various Units of the Smithton Ridge Developments to be placed on the Smithton Ridge Lots,

--

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

and the Units within Vintage Falls Plat 1-A, as described above, and shall constitute additional liens upon such Dwelling Units.

As opposed to taking the actions required to correct the deficiencies, and seeking to collect the sums due to it as described in this paragraph THIRTEENTH, the City may also take any actions which it deems to be appropriate to require and compel that Greenwing or the Smithton Ridge Associations, and Fairway Meadows or the Villas Association, take all steps and actions, and perform all work, and pay all sums, which are required to correct the defects or deficiencies noted by the City, and to recover all of its costs, expenses and attorneys fees that it incurred in efforts to require that such Parties undertake such action.

FOURTEENTH. Attorney's Fees. If any Party to this Agreement shall seek to enforce against any other Party to this Agreement, by legal or equitable proceedings, this Agreement or any of the provisions of this Agreement, or any of the rights, duties or obligations provided for by this Agreement, then the prevailing Party in such proceedings (whether such prevailing Party is the plaintiff or the defendant and whether such prevailing Party prevails in full or substantially as to the relief sought or opposed by such prevailing Party) shall recover from the other Party to such proceedings, in addition to all other sums and remedies to which such prevailing Party shall otherwise be entitled, all of such prevailing Party's reasonable costs, expenses and attorney's fees incurred in such proceedings, and in connection with such proceedings, and by reason of such proceedings, and shall have judgment therefor, in addition to judgment for all other sums and remedies to which such prevailing Party would otherwise be entitled.

FIFTEENTH. Recording and Real Estate Records. This Agreement shall be recorded in the Real Estate Records of Boone County, Missouri, at the joint and equal expense of Greenwing and Fairway Meadows.

SIXTEENTH. Entire Agreement. This Agreement contains the entire and complete agreement between and among the Parties to this Agreement with respect to the Stormwater Detention Facility, the construction thereof, the creation of an easement therefor, and the maintenance, repair, replacement, operation and use thereof, and with respect to all other subjects and matters mentioned in this Agreement. Any prior undertakings, understandings or agreements of any of the Parties to this Agreement with respect to any of such subjects or matters, to the extent not set forth in this Agreement, are hereby cancelled, terminated, abrogated, and rendered null, void, and of no further force or effect.

SEVENTEENTH. Perpetuity. This Agreement and all of its provisions, terms, covenants, duties and obligations shall remain in full force and effect, in perpetuity.

EIGHTEENTH. Dedication to City. If, in the future, the City Council of the City determines that the City will accept dedication to the City, as a public improvement, of the Stormwater Detention Facility, then the Parties agree that the Detention Facility and the easement therefor shall promptly be and shall be promptly dedicated by the Parties to the City, by way of such document of dedication as the City shall reasonably require, as a public stormwater detention facility and public stormwater detention facility easement, and that upon the acceptance of such dedication by the City this Agreement shall be cancelled and terminated and rendered of no continuing force or effect; provided, however, that the Parties to this

--

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document
BOONE COUNTY MO JAN 19 2005

Agreement shall be obligated to each other to have performed and paid all of their duties and obligations which accrued as of and prior to the date of the acceptance of dedication by the City.

NINETEENTH. Covenants Running With The Land. The provisions of this Agreement shall constitute covenants running with the land of each and all of the Lots within Vintage Falls Plat 1-A, and each of the Smithton Ridge Lots, and each and every part of such Lots, and all Buildings, Units, and Dwelling Units now or hereafter placed within any of such Land (or any part of such Land). The provisions of this Agreement shall inure to the benefit of, and shall be binding upon each Unit Owner, Lot Owner, or any other Owner of any part or portion of the land platted as Vintage Falls Plat 1-A or any Lot or Unit contained therein, or the land platted as the Smithton Ridge Lots, or any Lots, Unit or Dwelling Unit placed therein.

TWENTIETH. No Oral Amendment. This Agreement may not be amended orally. The provisions of this Agreement may not be waived or modified orally. Oral modifications, amendments, or waivers of this Agreement shall be of no force or effect. Provisions of this Agreement can be modified, amended or waived only by a written document of modification, amendment, or waiver executed by those Parties to this Agreement who, at the time in question, hold the duties and obligations under this Agreement to pay their respective Shares of the operational costs of the Stormwater Detention Facility.

TWENTY-FIRST. City's Obligation. The City shall have no obligation under this Agreement. The City, however, may enforce the requirements for the maintenance, repair, replacement, servicing, operation and upkeep of the Stormwater Detention Facility as described in this Agreement. The City is not a Party to this Agreement and it is not intended that it shall have any affirmative obligations under this Agreement.

TWENTY-SECOND. Binding Upon Associations. Fairway Meadows hereby warrants and represents that it is authorized to bind the Villas Association to this Agreement and that this Agreement is and shall be the binding act, contract, deed and agreement of the Villas Association. Greenwing hereby warrants and represents that it is authorized to enter into this Agreement in the name of and on behalf of the Smithton Ridge Associations and that this Agreement constitutes and will constitute the binding act, contract, deed and agreement of the Smithton Ridge Associations. This Agreement shall, therefore, automatically, impose binding obligations upon the Smithton Ridge Associations and the Villas Association, and it shall be the obligation of each of such Associations, as a part of their duties and obligations to provide for the maintenance, repair, replacement, operation and upkeep of the respective Common Areas and Common Elements of the Developments governed by them that they perform and pay their respective duties and obligations under this Agreement.

--

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

IN WITNESS WHEREOF this Agreement has been executed by the Parties on the day and year first above written.

FAIRWAY MEADOWS CORPORATION

(Corporate Seal) By: _____
Jack Daugherty, its President

_____
Cynthia Daugherty, its Secretary

GREENWING DEVELOPMENT, LLC

By: _____
Scott Atkins, its president

Exhibit A Legal Description
Exhibit B Location of Stormwater Facility

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 15th day of January, 2005, before me, the undersigned, a Notary Public, personally appeared Jack Daugherty, to me personally known, who being by me first duly sworn, did state and acknowledge that he is President of Fairway Meadows Corporation, a Missouri corporation; that as such he was duly authorized by such corporation's Board of Directors to execute the foregoing document in the name of and on behalf of such corporation; and that he had executed the foregoing document, in his capacity as such President, in the name of and on behalf of said corporation; and that the corporate seal affixed to the foregoing document constitutes the corporate seal of said corporation; and that the foregoing document constitutes the free and deed of said corporation.

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

DORTHY J. WALKER
Notary Public - Notary Seal
STATE OF MISSOURI
County of Boone
My Commission Expires March 4, 2006

_____
Dorthy J Walker, Notary Public
Boone County, State of Missouri
My commission expires: March 4, 2006.

--

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 7th day of January, 2005, before me, the undersigned, a Notary Public, personally appeared Scott Atkins, to me personally known, who being by me first duly sworn, did state and acknowledge that he is president of Greenwing Development, LLC, a Missouri limited liability company; that as such he was duly authorized by the Operating Agreement of, or Resolution of the Members of, such limited liability company, to execute the foregoing document in the name of and on behalf of said limited liability company; and that he had executed the foregoing document, in his said capacity, in the name of and on behalf of the said limited liability company; and that the foregoing document constitutes the free and deed of the said limited liability company.

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

" NOTARY SEAL "
Jo Ellen Grace, Notary Public
Boone County, State of Missouri
My Commission Expires 12/15/2006

Jo Ellen Grace
Jo Ellen Grace, Notary Public
Boone County, State of Missouri
My commission expires: 12-15-2006.

--

http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

A CIVIL GROUP
CIVIL ENGINEERING • PLANNING • SURVEYING

July 8, 2004

LEGAL DESCRIPTION
DETENTION POND
CITY OF COLUMBIA, BOONE COUNTY, MISSOURI

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 48 NORTH, RANGE 13 WEST, COLUMBIA, BOONE COUNTY, MISSOURI, BEING PART OF LOT 602 OF SMITHTON RIDGE PLAT 6 AS SHOWN IN PLAT BOOK 37, PAGE 56, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 602 OF SMITHTON RIDGE PLAT 6 AS SHOWN IN PLAT BOOK 37, PAGE 56 OF THE RECORDS OF BOONE COUNTY; THENCE ALONG THE WEST LINE OF SAID LOT, S01°09'50"W, 111.24 FEET TO THE POINT OF BEGINNING; THENCE S73°31'25"E, 444.25 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WORLEY STREET; THENCE ALONG SAID LINE, S60°17'35"W, 426.74; THENCE ALONG A 30.00 FOOT RADIUS CURVE TO THE RIGHT, 39.40 FEET, SAID CURVE HAVING A CHORD N81°32'45"W, 36.37 FEET TO THE EAST RIGHT-OF-WAY LINE OF STRAWN ROAD; THENCE ALONG A 607.96 FOOT RADIUS CURVE TO THE LEFT, 5.86 FEET, SAID CURVE HAVING A CHORD N44°31'05"W, 5.86 FEET; THENCE N44°47'40"W, 30.50 FEET; THENCE N01°09'50"E, 306.37 FEET TO THE POINT OF BEGINNING AND CONTAINING 78,320 SQUARE FEET, OR 1.80 ACRES.

STATE OF MISSOURI
JAY GEBHARDT
LS-2001001909
REGISTERED LAND SURVEYOR

Jay Gebhardt MLS #2001001909

18104

Date

"EXHIBIT A"

1010 FAY STREET
COLUMBIA, MISSOURI
PHONE : 573-817-5750 FAX . 573-817-1677

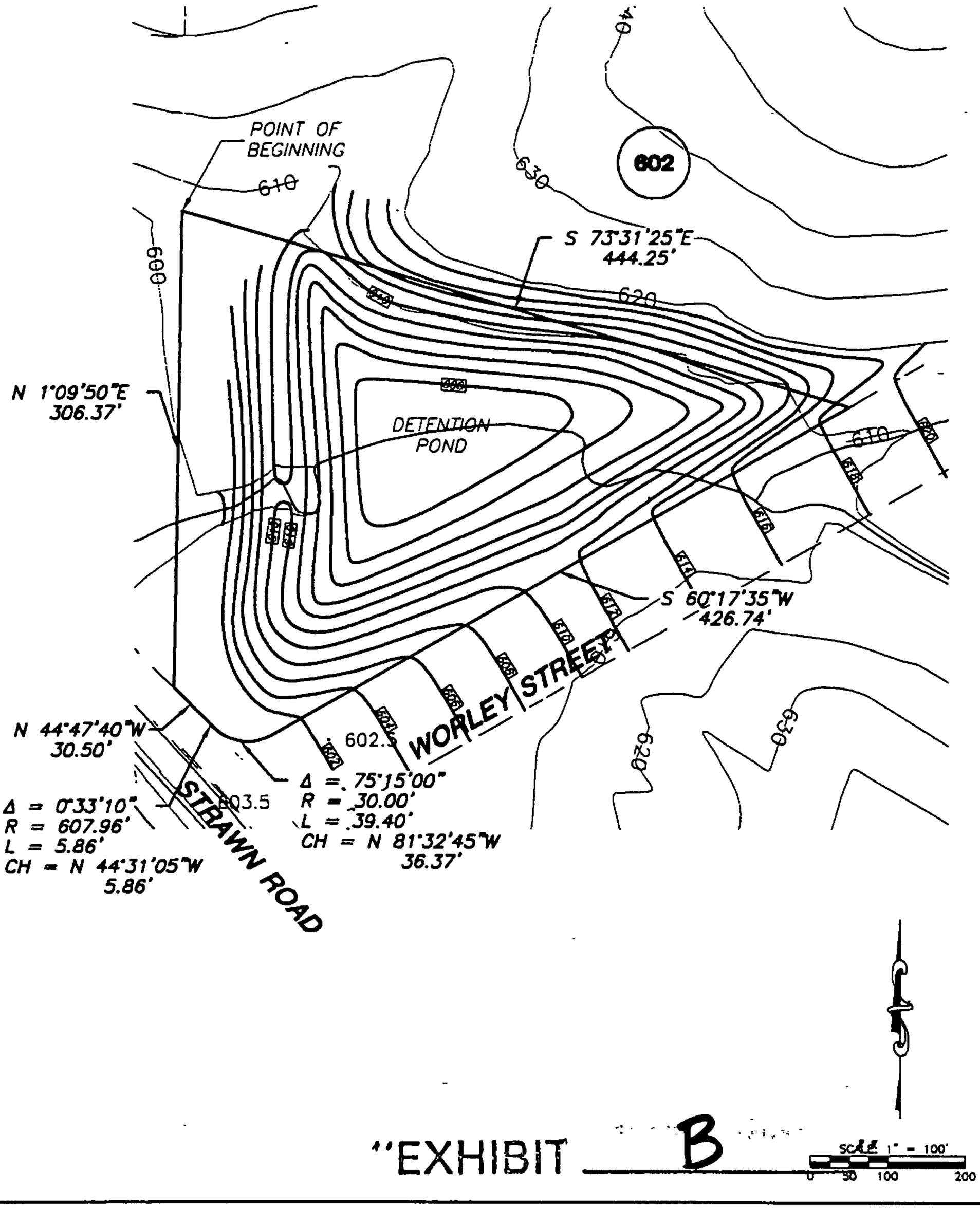
http://www.ShowMeBoone.com

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 19 2005

EXHIBIT

DETENTION BOUNDARY
7/7/04



"EXHIBIT B

SCALE 1" = 100'
0 50 100 200

http://www.ShowMeBoone.com