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Grantor: ATIGON DEVELOPMENT COMPANY LLC

Grantee: QUAIL CREEK SUB

Instrument Type: AMEN

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No. of Pages: 105

Bettie Johnson
Bettie Johnson, Recorder of Deeds



**FIRST AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FO QUAIL CREEK SUBDIVISION, Grantee**

[Provides for the creation of a Homeowner's Association to be formed by causing the same to be incorporated in accordance with the general not-for-profit corporation laws of the State of Missouri, providing for the Developer and each Lot Owner to be Class A members of said Association and granting said Association certain powers and duties.]

Background Recitals

On the 15th day of May, 2000, "the Developer", Atigon Development Company, LLC, a ^{Grantor} Missouri Limited Liability Company, executed and entered into the "Declaration of Covenants and Restrictions of Quail Creek Subdivision", which has been recorded in Book 1620 at Page 171 of the Real Estate Records of Boone County, Missouri, which is hereinafter referred to as "the Declaration". Pursuant to said Declaration, Developer placed certain use restrictions and architectural controls on Lots which were platted as Quail Creek and described as:

A tract of land located in the south half of the southeast quarter of Section 17, township 48 North, Range 13 West in Columbia, Boone County, Missouri, being the tract described by the deed recorded in Book 908, Page 157 and being more particularly described as follows:

Beginning at the south quarter corner of Section 17-48-13; thence with the quarter section line, N0°08'00"W, 1312.50 feet southwest corner of the survey recorded in Book 819, Page 25 and being the southwest corner of the Hamlet Plat 6 recorded in Plat Book 29, Page 12; thence with the south line of said survey, S84°39'38"E, 2618.47 feet to the west right-of-way line of Scott Boulevard (State Route TT); thence with said right-of-way, S0°14'55"E, 371.08 feet; thence S0°37'05"W, 354.80 feet to the north line of the survey recorded in Book 347, Page 116 and being the northeast corner of Germantown Subdivision Plat No. 1, recorded in Plat Book 12, Page 83; thence leaving said right-of-way and with the north line of said survey and the north line of the survey recorded in Book 410, Page 901; thence with the west line thereof, S0°37'05"W, 595.00 feet to the south section line; thence with said section line, N84°27'20"W, 1148.30 feet to the point of beginning and containing 58.85 acres, excluding Lots 1,2 and 142 of Plat 1, QUAIL CREEK.

Under the provisions of the Declaration, an Architectural Control committee was formed and consisted of two (2) members, Steve Herigon and Scott Atkins, and said committee was to serve as long as the Developer owned any real estate with the Parcel. The Architectural Control Committee was to cease to exist after certain conditions were met as set out in the Declaration.

In addition, under the provisions of the Declaration the individual Lot Owners, or the Developer or the Developer's successors, were given the right to enforce the covenants, restrictions and conditions imposed by the Declaration. No Association was formed, however, which had the right to enforce the covenants, restrictions and conditions in addition to the foregoing individuals or entities, or which would carry on the duties of the Architectural Control Committee after the same ceased to exist by the terms of the Declaration.

The Declaration provided for Amendment by an instrument signed by the owners of not less than sixty percent (60%) of the Lots then contained within the Parcel provided that, so long as the Developer owned any Lot within the Parcel, such amendment cannot occur without the consent of the Developer.

A document, attached hereto as Exhibit "A", shows the consent, by the signature of the record owners of more than sixty percent (60%) of the Lots now contained within the Parcel, as well as the consent of the Developer, shown by the signature of the agent of Atigon Development Company, LLC, to this Amendment to the Declaration which creates an Association with the powers and responsibilities set out herein.

NOW, THEREFORE, the requisite number of Lot Owners and the Developer do hereby publish and declare that the Declaration shall be and is hereby supplemented and amended as follows:

FIRST. Formation of Association. An Association shall be formed for the purpose of enforcing the covenants, restrictions and conditions set out in the Declaration as well as performing the responsibilities of the Architectural Control Committee set out in the original Declaration. Upon the formation of such Association, every Lot Owner shall become a Class A member in the Association. Such membership in the Association shall be required and shall be automatic. A Lot Owner's Class A Membership shall terminate upon the sale or other disposition by such Lot Owner of his Lot at which time the new Lot Owner shall automatically become a Class A member of the Association.

SECOND. Articles of Incorporation and Bylaws. The corporation shall have as its Articles and Incorporation and Bylaws such Articles and Bylaws as are attached hereto as Exhibit "B" and Exhibit "C" respectively. Such exhibits are incorporated herein by reference.

THIRD. Administration. The Parcel shall be administered by the Association, which, in turn, shall be managed by a Board of Directors elected and constituted as hereinafter provided. The Board of Directors shall have the general responsibility to administer the development, approve the annual budget of the Association, provide for the collection of assessments from the Members, arrange and direct or contract for the management of the development, to accept and assume control over any property conveyed to the Association as "Common Areas", to enforce the covenants, restrictions and conditions set out in the Declaration, to serve as a perpetual Architectural Control Committee and otherwise administer with respect to any matter generally pertaining to enhancing, maintaining, benefiting and promoting the development.

FOURTH. Board of Directors. During such time as the Developer owns any Lot within the Parcel, the Board of Directors shall consist of seven (7) members, two (2) of whom, who need not be Lot Owners, shall be natural persons selected by the Developer and five (5) of whom shall be natural persons who are Lot Owners and are elected by the Class A members of the Association. After the Developer ceases to own any Lot within the Parcel, the Board of Directors shall consist of seven (7) natural persons who must be Lot Owners and who are elected

by the Class A members of the Association. The Directors shall be elected in the manner, and for the terms, specified in the Bylaws, except as hereinabove provided to the contrary.

FIFTH. General Powers and Duties of the Association. The Association, for the benefit of all the Lot Owners, shall provide for, and shall pay out of the management fund hereinafter provided for, the following:

(a). To enforce the covenants, restrictions and conditions set out in the Declaration and, when the Association's Board of Directors, in its sole and absolute discretion deemed it advisable to do so, to retain the services of a management company or such accountants, attorneys, employees or other persons as the Board of Directors deem necessary to carry out its duties set out in this Amendment.

(b) To serve, through the Association's Board of Directors, as the perpetual Architectural Control Committee.

(c). To provide for the management of any property conveyed to the Association, which is duly accepted by the Association, as a "Common Area" for the benefits of all Lot Owners, including maintaining, insuring and otherwise managing any such property within the Parcel conveyed to the Association for use as a "Common Area" within the development.

(d). To enforce any provision of the Declaration.

(e). To provide for the collection and management of assessments levied against the Lot Owners in accordance with the provisions set out herein for the creation of a Management Fund.

SIXTH. 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 said Association shall have no authority to conduct an active business for profit on behalf of the Lot Owners.

SEVENTH. Creation of Management Fund. The Lot Owners and Developer, whether or not it shall be so expressed in any deed or other conveyance, are deemed to covenant and agree to contribute and/or pay to the Association assessments determined in accordance with the following provisions:

(a). The Lot Owners agree to pay the Annual Assessments and Special Assessments hereinafter described and any such assessments, together with interest thereon and the costs of collection thereof as may be hereinafter provided for, shall be a charge against the Lot, and shall be a continuing lien against each Lot against which said assessment is made, and shall be, in addition, a joint and several, personal obligation of each Lot Owner or Owners holding legal title to the subject Lots at the time of said assessment. Said personal obligation shall not pass to any Lot Owner's successors in title unless expressly assumed by them.

(b). Purpose of Assessments. The assessments levied by the Association shall constitute a Management Fund and shall be used exclusively by the Association to discharge its duties and obligations as provided for by the declaration and any Amendments thereto, and in particular to provide for the enforcement of covenants, restrictions and conditions and execute the duties of the Architectural Control Committee.

(c). The annual assessment upon each Lot owned by each Lot Owner, other than the Developer, shall be Seventy Five Dollars (\$75.00) per year for each Lot located within the Parcel. Lots owned by the Developer shall be exempt from all annual assessments provided for by this section; provided that no Lot actually being used for residential purposes shall be exempt. On or before December 31 of the calendar year within which the first Lot within the Parcel becomes subject to the assessment set out herein, and on or before December 31 of each subsequent year, the Board of Directors of the Association shall meet and shall estimate the total amount necessary to pay the costs of wages, services, supplies and any other work or services which shall be required prior to December 31 of the next calendar year, for the rendering of all of the services and the performance of all powers and duties of the Association, together with a reasonable amount considered by the Board to be necessary for contingencies and shall, as soon as practicable, notify each Lot Owner in writing as to the amount of such estimate with reasonable itemization thereof. Said "estimated cash requirement" shall become the annual assessment for the coming calendar year, and shall be assessed to the Lot Owners of those Lots owned by persons other than the Developer. The total sum of such Annual Assessment shall be equitably apportioned among Lots within the Parcel.

(d). Failure to Agree. In the event that the Board of Directors fails to set an Annual Assessment for any calendar year, then the Annual Assessment for all Lots subject to such assessment for such year shall be the greater of the sum of the Annual Assessment in effect for the prior calendar year, or the sum of Seventy Five Dollars (\$75.00) per Lot located within the Parcel.

(e). Authority to Abate Assessment. The Board of Directors shall have the ability, in its sole and absolute discretion, to abate, in whole or in part, any Annual Assessment if it deems that said Assessment is not necessary to continue to fund the operations of the Association for the subsequent calendar year.

(f). Special Lot Assessment. If a Lot Owner fails to satisfy any maintenance obligations imposed upon him by this declaration, by providing for the maintenance, repair and replacement of the improvements, lawns and landscaping located within the boundary lines of his Lot, as required by this declaration, and if the Association's Board of Directors, in its sole and absolute discretion, deems the performance of such maintenance, repair or replacement to be necessary to protect the Association, and if the Lot Owner has failed or refused to perform said maintenance, repair or replacement within a reasonable time after written notice of the necessity for the same has been delivered by the Association's Board of Directors, then the Association's Board of Directors shall be permitted (but shall not be required) to cause the maintenance, repair or replacement to be performed; provided, however that the cost of same shall be charged to the Lot Owner obligated for the performance of such maintenance, repair or replacement, and that such costs shall become a Special Assessment against such Lot and Lot Owner. Special Assessments provided for by this section shall be added to, and become a part of, the Assessments to which the Lot and Lot Owner is subject, and shall constitute a lien against the Lot, and shall be enforceable in that manner as provided for the enforcement of other Assessments.

(g). Enforcement of Assessments. All Assessments provided for in this Amendment shall be delinquent if not paid within fifteen (15) days of the due date thereof. Each such 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 the maximum legal rate provided for interest on Judgments. All Assessments provided for herein shall constitute the joint and several obligations of the Lot Owners obligated to pay the same, and shall constitute liens against their Lots, and the buildings and improvements located thereon. All costs of collection of said Assessments, including

reasonable attorney's fees, shall be added to, and shall constitute a part of such Assessments, and shall be chargeable and collectable as a part of such Assessments. The Board of Directors of the Association may bring an action at law or in equity against the Lot Owner personally obligated to pay any past due Assessments, or may foreclose the lien against the Lot Owner's Lot, and all interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such Assessment. No Lot Owner may waive or otherwise escape liability for the Assessments provided for here by non-use of his Lot. 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 its successors, or its officers and their successors. Any lien against a unit may, in addition, be foreclosed in like manner as a mortgage of real property, as provided for in RSMo §443.190 through 443.235 or any Amendments or successor statues thereto. Suit for unpaid assessments or charges may be brought by the Association without foreclosing or waiving the lien securing the same.

(h). 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 even 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 the 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 in trust in lieu of foreclosure. Such sale or conveyance in lieu of foreclosure shall not relieve such property from liability for any Assessments or installments thereof thereafter becoming due or from the lien of any such subsequent Assessments or installments thereof thereafter becoming due.

(i). Collection of Assessments. Both Annual and Special Assessments shall be due and payable as 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.

EIGHT. Continuation of Architectural Control Committee. The Architectural Control Committee created in the Declaration shall hereafter consist of the Association's Board of Directors, and said Board of Directors shall continue to serve as long as the Association shall exist. The Architectural Control Committee shall not cease to serve as set out in the original Declaration but, rather, shall serve perpetually through the Association's Board of Directors.

IN WITNESS WHEREOF the Developer and the requisite number of Lot Owners have executed this Amendment on the _____ day of _____, 2003, as shown by their signatures which are attached hereto as Exhibit "A".

T. Scott Atkins
Developer
T. Scott Atkins

Stephen E. Herigon
Developer
Stephen E. Herigon

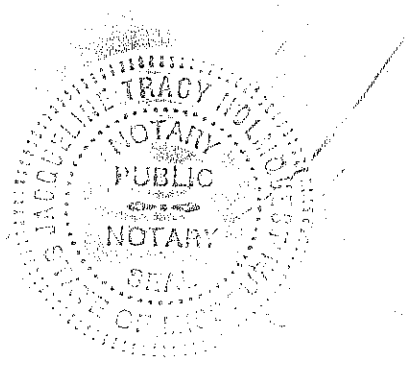
STATE OF MISSOURI)
)ss
COUNTY OF BOONE)

On this 6th day of May, 2004, before me personally appeared, T. Scott Atkins and Stephen E. Herigon, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/they executed the same as his/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Jacqueline Tracy Holmquest
NOTARY PUBLIC

My Commission Expires:



JACQUELINE TRACY HOLMQUEST
Notary Public - State of Missouri
County of Boone
My Commission Expires Sep. 17, 2007

Lot 2

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Filed for record on May 15, 2000 at 10:43:09 AM in Boone Co. Mo.
Document No. 9193 recorded in Book 1020 page 171, Bettie Johnson,
Recorder of Deeds

DECLARATION OF COVENANTS AND RESTRICTIONS OF QUAIL CREEK SUBDIVISION

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this Declaration) made on this 15th day of May, 2000, by Atigon Development Company, LLC, a Missouri Limited Liability Company, hereinafter referred to as "the Developer";

WHEREAS, the Developer is the owner of parcels of real estate located in Columbia, Boone County, Missouri which have been platted as Quail Creek and described as:

A tract of land located in the south half of the southeast quarter of Section 17, Township 48 North, Range 13 West in Columbia, Boone County, Missouri being the tract described by the deed recorded in Book 908, Page 157 and being more particularly described as follows:

Beginning at the south quarter corner of Section 17-48-13; thence with the quarter section line, N0°08'00"W, 1312.50 feet southwest corner of the survey recorded in Book 819, Page 25 and being the southwest corner of the Hamlet Plat 6 recorded in Plat Book 29, Page 12; thence with the south line of said survey, S84°39'38"E, 2618.47 feet to the west right-of-way line of Scott Boulevard (State Route TT); thence with said right-of-way, S0°14'55"E, 371.08 feet; thence S0°37'05"W, 354.80 feet to the north line of the survey recorded in Book 347, Page 116 and being the northeast corner of Germantown Subdivision Plat No. 1, recorded in Plat Book 12, Page 83; thence leaving said right-of-way and with the north line of said survey and the north line of the survey recorded in Book 410, Page 901, S84°27'20"W, 1459.27 feet to the northwest corner of said survey recorded in Book 410, Page 901; thence with the west line thereof, S0°37'05"W, 595.00 feet to the south section line; thence with said section line, N84°27'20"W, 1148.30 feet to the point of beginning and containing 58.85 acres, **excluding Lots 1, 2 and 142 of Plat 1, QUAIL CREEK.**

WHEREAS, the Developer is desirous of establishing for its own benefit and the mutual benefit of all future owners or occupants of the above described property contained within the outer boundaries of such Plats hereinabove described, or any part thereof, and the unplatted residentially zoned property or any part thereof, and any improvements now or hereafter situated thereon, covenants and restrictions which contain certain mutually beneficial restrictions and obligations with respect to the property used, and the conduct and maintenance thereof; and

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WHEREAS, the Developer, therefore, desires to place certain protective covenants, conditions, easements, restrictions, reservations, liens, and charges on the real estate contained within the Parcels, and each lot contained within the Parcels, and the buildings and improvements now or hereafter constructed thereon, as hereinafter described, for the use and benefit of itself, its grantees, successors and assigns; and

WHEREAS, the Developer desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Parcel, and any Lot contained within the Parcel, and 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 purpose of enhancing and protecting the value, desirability and attractiveness of the property.

NOW THEREFORE, the Developer hereby declares that all of the real estate now contained within the above described property and all portions thereof, and any improvements nor or hereafter located thereon, shall be held, sold and conveyed, subject to all liens and charges, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real estate and buildings now or hereafter located thereon. These easements, covenants, restrictions, conditions, liens, and charges shall run with the real state and the real property, and shall be binding on all parties having or acquiring any right, title, or interest in the real property or any part thereof, or any lot contained therein, or any improvements located thereon, and shall insure to the benefit of each owner thereof. The Developer further declares as follows:

1. Definitions. "This instrument" may hereinafter, for convenience and for purposes of brevity and clarity, be called "The Declaration". For the purposes of brevity, certain words, phrases, and terms as used in "This Declaration" are defined as follows:

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

B. "Building" shall mean a residential structure arranged, intended, and designed for occupancy by a Family as a one-family dwelling unit.

C. "Declaration" and "This Declaration" and "The Declaration" shall be deemed to mean this document.

D. "The Developer" or "Developer" means ATIGON DEVELOPMENT COMPANY, LLC, a Missouri Limited Liability Company. In addition, the term "the Developer" shall mean any persons, individuals or company whom Atigon Development Company, LLC shall hereafter assign, by written assignment, all or any of the rights as the Developer under this Declaration. Additionally, "the Developer" shall mean any

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successor in interest or trustee or other person, firm, or entity described in the Plats. Any assignment of rights as a Developer must be given by written assignment which specifically refers to the rights of Developer hereunder. Conveyance of real estate by deed shall not be deemed to be an assignment of any rights as "Developer".

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

F. "Family" means an individual or married couple and the children thereof and no more than two (2) other persons related to the individual or married couple by blood or marriage, occupying a single housekeeping unit with single kitchen facilities, used on a non profit basis. 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; or a group of not more than three (3) persons not related by blood or marriage, living together by joint agreement and occupying a single housekeeping unit with single kitchen facilities on a non profit cost-sharing basis.

G. "Lot" means each of the lots shown by the Plats.

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

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

J. "Parcel" means all of that real estate, contained within the boundary lines of the Plats described, and all platted Lots contained within such real estate and described by such Plat.

K. "Plat" means the Plats hereinabove described.

L. "Property" means all the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including any Building or Buildings and all easements, rights and appurtenances belonging thereto.

M. "Architectural Control Committee" shall mean that committee responsible for approval of all plans and specifications for all Buildings or improvements on all Lots within the Parcel. The term Architectural Control Committee may be abbreviated by "ACC" as used herein.

2. One-family Dwelling Purposes. All of the Parcel shall be used solely for single family, detached, residential dwelling purposes, and uses normally ancillary thereto, except as limited or restricted in this Declaration, it being the intent that each

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Lot within the Parcel be occupied by a single family detached residential type development house, such as is traditionally found in zoning district R-1 of the City of Columbia, Missouri. Each of the Lots located with the Parcel, as shown by the Plats, shall, therefore, be occupied by only one Building constituting a one-family dwelling.

3. Size of Residential Buildings. The minimum size required shall be as follows:

1 Level Ranch	1400 Square Feet
Two-Story	1700 Square Feet
Split Foyer	1400 Square Feet - First Floor

4. Lots. The Parcel and all Lots within the Parcel zoned R-1 shall be used solely for one-family dwelling Lots for one-family dwelling structures. Although the Developer shall have the right to amend the Plats, and to cause Lots to be combined, or to be subdivided, or be eliminated, or to otherwise amend or to alter the Plats or the Lot lines provided for by the Plats, once a Lot has been sold or disposed of by the Developer, such Lots shall not again be subdivided without the prior written consent of the Developer. No lot owned by a Lot owner other than the Developer shall be subdivided, in any manner whatsoever, or be caused to be separated into Lots, units or portions smaller than the whole Lot, by Plat, Deed, Condominium, Declaration or otherwise, except by written consent of the Developer.

5. Use Restrictions. The Parcel and all Lots located within the Parcel, and all structures and improvements located within the Parcel and upon the Lots, shall be subject to the following provisions and restrictions;

A. One-family Dwelling Purpose. Each Lot, dependent upon its zoning classification under the zoning ordinance of the City of Columbia, Missouri, shall be used solely for a one-family dwelling and for uses normally ancillary thereto or for a two-family dwelling and for uses normally ancillary thereto.

B. No Subdivision. Once a Lot has been sold by the Developer, no Lots shall be subdivided by Deed, Plat or Lease, Condominium, Declaration or otherwise be caused to be separated into Lots, tracts, or Parcels smaller than the whole Lot without the prior written consent of the Developer; provided, however, that nothing contained herein shall prevent the Developer from subdividing Lots, or amending Lot lines, or from combining Lots, or eliminating Lots, or from otherwise amending the Plats.

C. Zoning. No Lot zoned R-1 shall be used for any other purpose than for a residence site for a single family.

D. No Roomers or Boarders. In accordance with the frequent approach in zoning codes of protecting values in residential districts by prohibiting the use of single family residences for roomers or boarders, and in order to provide similar protection for the Owners of the Lots, it is hereby provided that no boarders or roomers

shall be permitted in addition to the family occupying the single family residence or the family occupying the unit of a duplex.

E. Home Occupation-Commercial Purposes. The restriction above to the use of any Lot shall not prohibit the conduct of a "home occupation" upon said Lot as defined herein. Home occupation means any occupation or professional carried on by a member 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 family residence; in connection with which there is no commodity sold upon the premises, and no person is employed other than a member of the immediate family residing on the premises, and no mechanical, plumbing or electrical equipment is used except such as is permissible for and is customarily found in purely domestic or household premises for the family residing therein. A professional person may use his residence for infrequent consultation, or emergency treatment, or performance of occasional or emergency religious rites, but not for the general practice of his profession. Permitted home occupations shall not include barber shops, beauty shops, shoe or hat repair shops, tailoring shops, or any type of pick up stations or similar commercial activities or any day care centers, residential care centers, nursing schools, or play schools, but the recitation of these particular exclusions shall not be deemed to constitute authorization for the conducting of other businesses of enterprises which are precluded by the previous language of this subparagraph E, or by the zoning ordinance of the City of Columbia, Missouri.

F. Additional Structures. No additional and/or accessory structures, improvements of any kind or nature whatsoever, WALLS, OR BUILDINGS OF ANY NATURE WHATSOEVER, OR SHEDS, STORAGE SHEDS, or similar items of any kind or nature whatsoever shall be erected or allowed to remain on any lot in addition to the basic building, patio, wall, deck, porch or any other improvements originally approved by the Developer, and any other improvements originally approved by the Architectural Control Committee hereinafter described, except for those approved, in advance, by the Architectural Control Committee in accordance with the following provisions of this Declaration. IN NO CASE SHALL FENCING BE ALLOWED IN A FRONT YARD OF ANY LOT.

G. Parking. No uncovered parking spaces within the Parcel or within any Lot, or any street within the Parcel, shall be used for parking of any trailer, truck, boat, motorcycle, three, four or six-wheeled recreational vehicle or anything other than licensed, operative automobiles which are used, with substantial regular frequency, as a means of conveyance. The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, campcar, camper or any other vehicle whether or not self-propelled, constructed or existing in such a manner as would permit the use and occupancy thereof for human habitation, 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 or highways. The word "truck" shall

include and mean every type of motor vehicle other than passenger cars and other than pickup trucks, vans or similar utility vehicles which are regularly used (with very substantial frequency) as a passenger vehicle by persons occupying one of the Lots. The word or words motorcycle, three, four, or six-wheeled recreational vehicle shall mean a motorcycle, mo-ped, powered scooter, powered tricycle, motor bike, and every other vehicle intended primarily to be operated as a recreational vehicle and/or intended to be operated other than on the main traveled portion of City, State and/or Federal highways. 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 Parcel.

H. Noxious or Offensive Activities. No illegal, noxious or offensive activities shall be carried on upon any Lot, nor shall anything (including, but not limited to, activities, generating odors, noise, or unsightly appearances) be done thereon which may be or may become any annoyance or nuisance to the neighborhood, or which would substantially interfere with the use and enjoyment of neighboring Lots, or with the values of such Lots. The word noxious or offensive activities as used in this Section H shall be deemed to include, but not limited to, musical groups performing out-of-doors within the Development, except those for which the appropriate permits have been procured from the City of Columbia, the use of tools or other instruments which have not been properly electronically shielded so as to prevent interference with television or radio signals, specifically including, but not limited to, Citizens Band Radios, Ham Radios and/or other types of amateur radios, tools or other instruments which have not been properly shielded or muffled to prevent the excessive generation of noise, and any and all other loud outdoor record players, high fidelity record players and/or other noise generating devices, except that all devices, articles and pieces of equipment utilized in conjunction with the construction of streets, sidewalks, buildings and any and all other improvements constructed with the approval or acquiescence of the Architectural Control Committee, so long as the same are accomplished using normal and accepted construction practices for residential developments and residential development, shall not be deemed to be a noxious or offensive activity.

I. Signs. No signs of any kind shall be displayed to the public view upon the Properties except that one sign, of not more than five (5) square feet advertising property for sale or rent, or signs used by a builder to advertise property during construction and sale, or any other sign which has received the prior written approval of the Architectural Control Committee, may appear on each Lot.

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

K. Trash, Storage, Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash, rubbish, garbage and other waste or materials being thrown away or disposed of must be placed or contained in one or more trash cans, containers, or city supplied trash bags, which cans, containers or city supplied trash bags shall be fly tight, rodent proof,

nonflammable, reasonably waterproof and shall be covered. Such cans, containers or city supplied trash bags are to be stored in concealed locations on Lots, and may be placed in open locations only for that period of time allowed by the City of Columbia, Missouri so as to facilitate collection.

L. House Trailers and Mobile Homes. No house trailer, mobile home, motor home, R.V., recreational vehicle (other than a passenger car, pickup truck, or van or similar utility vehicle, which is regularly used, with very substantial frequency, as a passenger vehicle), shall be kept or maintained on any Lot for any purposes, except a motor home, recreational vehicle, motorcycle, and three, four and six-wheeled recreational vehicles shall be allowed to be kept within the garage, basement or other portion of the dwelling; however, nothing in this paragraph shall be construed to allow the construction of any door, awning, covering or other device or building component to accommodate such vehicle, unless it shall have been approved by the Architectural Control Committee. No motor home or vehicle shall be used for human habitation.

M. Livestock, Poultry and Pets. No animals, livestock, poultry or pets of any kind shall be raised, bred or kept upon any of the Parcels or the Lots, except that a combined total of three (3) dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and that they are kept, and all times, within the Lot of the Lot Owner keeping same and that they are, at all times, under such Lot Owner's control. No pets shall be permitted to, in any manner whatsoever, create a nuisance, or to otherwise interfere with the peaceful enjoyment by others of their Lots and the improvements located thereon, or to damage or destroy the property of others, or to injure any persons, animals or wildlife.

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

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

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

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

R. Radio Antennas, and Similar Structures. No radio receiver antennas, radio antennas, antennas or similar devices shall be placed, within any Lot on the exterior of the Building located on the Lot, or so as to be visible on the exterior of the Building located upon the Lot, without the written consent first obtained of the Architectural Control Committee hereinafter provided for in paragraph 7 of this Declaration. The Architectural Control Committee shall have the right to disapprove the use of such satellite receiver dishes, antennas, etc. for any reason which it, in its sole, absolute unlimited, and unmitigated discretion finds to be appropriate, including, but not limited to, purely aesthetic objections.

S. 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 the garages. No garages shall be used for the storage of flammable or explosive materials, except that each Lot Owner shall be allowed to keep an appropriate amount of gasoline and other lubricants which are necessary for the maintenance of lawn mowers and other machines or equipment normally used to maintain the Lot.

T. Gardens and Exterior Landscaping Changes. No Lot Owner shall be allowed to maintain a garden exceeding the dimensions of 12 feet x 20 feet, which is not well kept before, during and after growing, or which corn of any description or type is grown or planted, or otherwise make extensive changes in the landscape design subsequent to its approval by the Architectural Control Committee, unless prior written approval is procured from the Architectural Control Committee. All vegetation and trees originally placed on the land at any time shall be maintained in good condition and, in the event of death or destruction of same, such shall be replaced or repaired as soon as practical with vegetation or trees of similar size and quality.

U. Two, Three, Four and Six-Wheeled Recreational Vehicles. Motorcycles, mo-peds, powered scooters, powered tricycles, powered "four wheelers", powered "six-wheelers" or motor bikes may not be run within the Development, either on roads or within the Lots or on Lots, except a vehicle which is licensed, while displaying such license, shall be used solely in going to and from work, school or any other place the Owner may be traveling. The purpose of this paragraph is to avoid the streets of the Development or the Lots in the Development from becoming a place in which such recreational vehicles are operated, and that the licensed vehicles described herein shall not be ridden on any street, irrespective of the fact that it may be maintained by the City of Columbia, Missouri, for recreational use. All vehicles so used within the Development or any street going through the Development shall have a suitable muffler so as to provide for quiet operation.

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7. Architectural Control. No dwelling, building, fence, wall or other structure or improvement shall be commenced, erected or maintained within the Parcel or within any Lot, other than the streets, roads and public improvements shown upon the Plats, and other than those for which the plans and specifications have been approved in advance, in writing, by the Architectural Control Committee hereinafter described. ANY LOT OWNER OR BUILDER OF A DWELLING, BUILDING OR OTHER IMPROVEMENT (INCLUDING, BUT NOT LIMITED TO, SATELLITE RECEIVER DISHES, ANTENNAS, AERIALS AND SIMILAR STRUCTURES), OR ANY PART THEREOF, SHALL SUBMIT TO THE ARCHITECTURAL CONTROL COMMITTEE HEREINAFTER DESCRIBED THE FOLLOWING DOCUMENTATION:

A. TWO (2) COPIES OF THE PLANS FOR THE DWELLING, BUILDING OR OTHER IMPROVEMENT, SHOWING ALL DIMENSIONS, EXTERIOR ELEVATION WHICH SHALL FACE THE STREET, AND DESCRIBING THE EXTERIOR APPEARANCE.

B. TWO (2) COPIES OF EXTERIOR SPECIFICATIONS FOR THE DWELLING.

C. TWO (2) COPIES OF LANDSCAPE SPECIFICATIONS FOR THE LOT WHICH MUST INCLUDE TWO (2) TREES, WITH A MINIMUM TWO INCH DIAMETER CALIPER, WHICH MUST BE PLACED IN THE FRONT YARD OF EACH LOT, AND ONE (1) TREE WHICH SHALL BE PLACED IN THE STREET SIDE YARD OF EACH CORNER LOT, AND ONE (1) TREE WHICH SHALL BE PLACED IN THE REAR YARD OF ALL LOTS WHICH ARE NOT CORNER LOTS. FRONT YARD MUST BE SOD; IF CORNER LOT, FRONT AND SIDE YARDS MUST BE SOD.

THE LANDSCAPE PLAN SHALL ALSO INCLUDE AT LEAST SIX (6) SHRUBS OF A TYPE APPROVED BY THE DEVELOPER OR THE ACC WHICH SHALL BE PLACED IN THE FRONT LAWN OF EACH LOT OR IN THE STREET SIDE YARD OF EACH CORNER LOT.

ALL of the above documents MUST be submitted to the ARCHITECTURAL CONTROL COMMITTEE. If FEWER than ALL of the documents hereinabove described are presented to the Architectural Control Committee, then the submission shall be deemed to be INCOMPLETE, and need not be considered by the Architectural Control Committee. The Architectural Control Committee shall not be required to act until it has received a complete submission including all of the documents hereinabove described. Two (2) copies of the documents hereinabove described must be submitted to the Architectural Control Committee. Such documents must contain the following:

- i. The street elevation of the improvements; and

- ii. Floor plans for the Building or Improvement; and
- iii. A description, in detail, of the exterior finish materials for the Building or improvement, including a specific description as to whether same are stain/clear wood finish on all wood exteriors, paints and paint colors, types of brick or stone (including type, nature, manufacturer of brick or stone and colors), roofing material types, kinds and colors, a specific description and location of each exterior finish material; and

D. The foregoing should contain all other data reasonably deemed necessary so the Architectural Control Committee can reasonably make a determination as to whether said Building or Improvement is compatible with the surrounding structures and topography, and with the existing and planned character of the neighborhood.

E. In addition, no exterior addition to, or change to, or alteration of any building, fence, wall, structure, or improvement (or change in the exterior color of any Building or improvement) located within a Lot shall be made, commenced or maintained until the foregoing has been submitted to the Architectural Control Committee.

F. Two (2) copies of all plans and specifications hereinabove described shall be submitted to the Architectural Control Committee, which shall be entitled (but not required) to maintain one copy thereof following its approval, so as to enable the Architectural Control Committee to monitor compliance with the plans and specifications approved by it. Determinations of the Architectural Control Committee shall be made by it, in its sole, absolute, unlimited and unmitigated discretion. No requirement of reasonableness on the part of the Architectural Control Committee shall be deemed to be express or implied. All determinations of the Architectural Control Committee shall be binding, final and absolute. In any event, the Architectural Control Committee shall not be required to approve any dwelling, building, fence, wall, structure, or improvement, or addition to, or change to, or alteration upon (or change in exterior colors or materials), unless such Architectural Control Committee finds that the plans and specifications show that same would be in harmony with the location therefor, and with the site therefore, and with the surrounding structures and topography, and that the same would be in keeping with the planned and existing neighborhood. In the event the Architectural Control Committee, or its designee, fails to approve or disapprove any plans and specifications submitted to it within thirty (30) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to completion thereof, approval of the said committee under this paragraph 7 will not be required.

G. The Architectural Control Committee shall have the duties and responsibilities and be composed as hereinbelow described:

Architectural Control Committee. The Architectural Control Committee ("ACC") shall, initially, be composed of Steve Herigon and Scott Atkins. Each of these persons shall remain a member of said committee until his death, or until he earlier resigns or becomes unable or unwilling to continue to serve. Should any of such individuals, or their successors, be unable or unwilling to continue to serve, then their successor shall be selected by the remaining member of the committee. The Architectural Control Committee shall serve so long as the Developer, or its successors or assigns, owns any real estate within the Parcel. The Architectural Control Committee shall cease to serve, the latest of when the Developer ceases to own any real estate within the Parcel or upon the resignation or death of all of its members, or upon the issuance of the occupancy permit which would make 100% of the Property subject to this Declaration capable of being occupied by a family. Approval of plans and specifications for a Building, improvement or structure by any one of the members shall constitute approval by such committee. It is the intent of this Declaration to provide a response to the party submitting plans and specifications within seven (7) days from the date of submittal of such.

- ii. Any personal interests, or alleged personal interests, of a member of the "ACC" with respect to matters to be submitted to such committee for its determination shall be waived as a disqualification, and a member of the "ACC" shall be permitted to participate in any decisions, whether or not such member has or arguably has an interest in the matter to be decided by the committee. As hereinabove indicated, all determinations of the "ACC" shall be final and binding. The "ACC" shall have sole, absolute, unlimited and unmitigated discretion with respect to all matters submitted to it for its determination, and no requirement that it be reasonable in its action shall be deemed to be expressed or implied, as all such requirements are waived and eliminated in their entirety. Once plans and specifications have been approved by the "ACC", all Buildings, structures, improvements and changes to be erected or made pursuant thereto must be made in total compliance with the plans and specifications which have been approved by the "ACC".
- iii. No building, residence, structure or other improvement shall be occupied as a residence, or be otherwise used, until same has been completed in full compliance with the plans and specifications therefor which have been approved by

~~the "ACC". The Developer, the "ACC",~~ any member of the "ACC" shall have the right to enforce compliance with and completion of Buildings, structures and improvements, and of the landscaping therefor, in accordance with the plans and specifications approved by the "ACC" by injunctive proceedings, by mandatory injunctive proceedings, or by any other proceedings at law or in equity in accordance with this Paragraph 7 of this Declaration. Plans, and specifications, once approved, must be diligently complied with, and once the work provided for thereby has commenced, it must be diligently pursued to completion.

- iv. In the event of the partial or total destruction of a Building, residence or structure erected with the approval as provided herein, any and all repair, rebuilding, or replacement shall be in such fashion and manner to be in keeping with the general character of the neighborhood.

8. Enforcement. The Developer or the Developers' successors, or any Lot Owner of any Lot within the Parcel, or any owner of any interest in any Lot located within the Parcel, shall have the right to enforce, by proceedings at law or in equity, any of the covenants, restrictions or conditions imposed by this Declaration. Failure of the Developer, or its successors, or any Lot Owner, to enforce any covenants, conditions, or restrictions contained in this Declaration shall in no event be deemed to be a waiver of the right to do so at any time thereafter.

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

B. Term and Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the Parcel, and shall insure to the benefit of and be enforceable by the Developer and/or its successors in ownership to all and each part of the Parcel and the Lots, and Lot Owners of each and all of the Lots now or hereafter contained within the Parcel, and their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive terms of ten (10) years each unless an instrument signed by not less than sixty percent (60%) of the Lot Owners has been recorded, which instrument provides for amending or terminating this Declaration, in whole or in part. During the first twenty (20) year term of this Declaration, it may be amended or abrogated, in whole or in part, only by an instrument signed by the owners of not less than sixty percent (60%) of the Lots then contained within the Parcel; provided that, so long as the Developer owns any Lot within the Parcel, such amendment or abrogations shall not occur without the consent

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of the Developer. All such amendments to this Declaration shall be recorded in Boone County, Missouri.

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

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

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

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

G. Immunity of Architectural Control Committee. Any other paragraph of this Declaration to the contrary notwithstanding, the Architectural Control Committee and the members thereof shall be exempt from, and shall not be liable for, any claims, actions, causes of actions, demands, losses, suits, liability or expenses of any kind, nature or description whatsoever, so long as they act in good faith. If the members act in good faith, then all determinations made by them shall subject them to no liability or responsibility of any kind, nature or description whatsoever, under any circumstances whatsoever. The sole rights of a party seeking relief against the Architectural Control committee or member of the committee shall be to seek an order of a court, or of a tribunal of appropriate jurisdiction, requiring that the "ACC" or any member thereof take any action which the petitioning party deems to be legally required of the committee or such member. The sole requirement shall be that the committee, in exercising its sole,

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absolute, unlimited, and unmitigated discretion, act in good faith, and that it not act in any arbitrary, capricious or malicious manner.

IN WITNESS WHEREOF, the undersigned, identified herein as "the Developer", has caused this Declaration to be duly executed on the day and year first above written.

No LLC Seal

THE DEVELOPER: ATIGON DEVELOPMENT COMPANY, LLC.

[Signature]
Member Steve Herigon / Scott Atkins

[Signature]
Tom Atkins
ATTEST

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

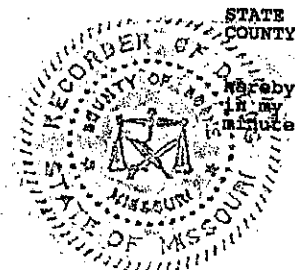
On this 15th day of May, 2000, before me appeared Scott Atkins & Steve Herigon to me personally known, who, being by me duly sworn did say that he is a member of the Limited Liability Company of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said Limited Liability Company, and that the said instrument was signed and sealed on behalf of said Limited Liability Company by authority of said Limited Liability Company, and said member acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public

My commission expires: January 20, 2004

TRACY B. WILSON
Notary Public - Notary Seal
STATE OF MISSOURI
Boone County
My Commission Expires: Jan. 20, 2004



STATE OF MISSOURI)
COUNTY OF BOONE) SS.

Document No. 9193

I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 15th day of May, 2000 at 11 o'clock and 43:29 minutes AM and is truly recorded in Book 1620 Page 171.

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

BETTIE JOHNSON, RECORDER OF DEEDS
by *[Signature]* deputy
Nora Dietzel

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