

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR  
THE MEADOWS, A PLANNED UNIT DEVELOPMENT

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF THE MEADOWS, executed this 22<sup>nd</sup> day of JANUARY, 1986, by  
Bethesda Ministries, a Nebraska Not-For-Profit Corporation authorized  
to do business in the state of Missouri (hereinafter called  
DECLARANT).

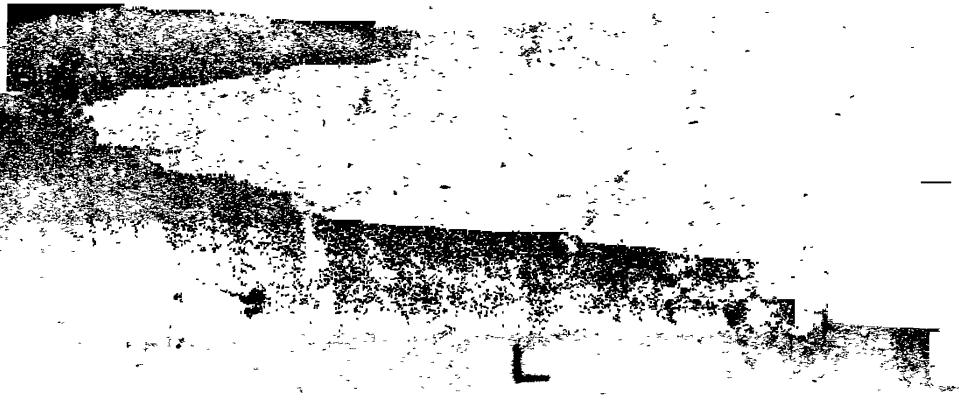
WITNESSETH:

**RECITALS**

A. DECLARANT is the owner of certain real property located in  
Greene County, Missouri, which is more particularly described on  
Exhibit "A", which is attached hereto and by this reference  
incororated herein, which described real property, together with  
certain additional lands, as hereinafter ovided, is hereinafter  
referred to as "THE MEADOWS".

B. DECLARANT intends to create a olanned community project which  
will offer recreational and educational facilities and which will be  
suported by community-serving commercial development, and to this  
end hereby executes this MASTER DECLARATION, which is intended to  
secure the objectives above-stated.

C. The real property described on Exhibit "A" has been platted  
as THE MEADOWS-MEADOWLAKES SUBDIVISION in accordance with the  
Certificate of Approval by the Planning and Zoning Commission of  
Greene County, Missouri, dated 1/31, 1986, all of  
which appears in Book JJ at Page 8, in the Recorder's Office  
of Greene County, Missouri.



**DECLARATION**

NOW, THEREFORE, DECLARANT hereby declares that the real property described on the attached Exhibit "A" is hereby made subject to the provisions of this **MASTER DECLARATION**, and said property is and shall be held, transferred, sold, conveyed, encumbered, built upon and occupied subject to the covenants, conditions, and restrictions hereinafter set forth, which shall run with the land and be binding on all present and future owners of said real property, and on those who claim any interest by or through said owners.

**ARTICLE I**

**DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in this **MASTER DECLARATION** shall have the meanings hereinafter specified.

Section 1.01. **ARCHITECTURAL CONTROL COMMITTEE** (hereinafter sometimes "Committee") shall mean the committee created pursuant to Article III hereof.

Section 1.02. **ARTICLES** shall mean the Articles of Incorporation of The Meadows Homeowners' Association which have been or will be filed in the office of the Secretary of State of the State of Missouri, as the same may from time to time be amended.

Section 1.03. **ASSESSMENTS** shall mean assessments of the Association and includes both regular and special assessments. An **ASSESSMENT** shall have the meaning set forth in Sections 5.03 and 5.04 hereof.

Section 1.04. **ASSOCIATION** shall mean The Meadows Homeowners' Association, a Missouri Not-For-Profit Corporation.

Section 1.05. **ASSOCIATION PROPERTY** shall mean all real and personal property now or hereafter owned by or leased to the Association.

Section 1.06. **BENEFICIARY** shall mean a mortgagee under a mortgage or a beneficiary under a deed of trust, as the case may be.

Section 1.07. **BOARD** shall mean the Board of Directors of the Association.

Section 1.08. **BYLAWS** shall mean the Bylaws of the Association which may be adopted by the Board, as such Bylaws may be amended from time to time.

Section 1.09. **COMMERCIAL SITE** shall mean any unit of land, whether or not improved, which is designated for Commercial Use. If such COMMERCIAL SITE is shown on a recorded Subdivision plat, its size and dimensions shall be as shown thereon; and if such COMMERCIAL SITE is not shown on a recorded Subdivision plat, its size and dimensions shall be established by the legal description in the original recorded conveyance from DECLARANT to the first fee owner thereof. A COMMERCIAL SITE may also be established as such by DECLARANT by a recorded instrument wherein DECLARANT designates a unit of land as a COMMERCIAL SITE.

Section 1.10. **COMMERCIAL USE** shall mean any governmental, professional, office, business, business park, eleemosynary, trade, or industrial use, including any activity involving the offering of goods or services.

Section 1.11. **COMMON AREA, or COMMON ELEMENTS, or COMMON PROPERTY** shall mean any property, real, personal or mixed, owned by or leased to the Association which is intended to be devoted to the common use and enjoyment of the owners and members of the Association.

Section 1.12. **DECLARANT** shall mean the owner, Bethesda Ministries, a Nebraska Not-For-Profit Corporation, or its successors and assigns.

Section 1.13. **DEED OF TRUST** shall mean a mortgage or a deed of trust, as the case may be.

Section 1.14. **DEVELOPER** shall mean The Meadows Construction Co., Inc., or its successors and assigns.

Section 1.15. **IMPROVEMENT** shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, patios, tennis courts, swimming pools, garages, doghouses, mailboxes, aerials, antennae, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

Section 1.16. **LOT or UNIT** shall mean any residence in the project and the tract of land on which the residence is situated as reflected by the recorded plat thereof.

Section 1.17. **MAINTENANCE FUND** shall mean the account or fund into which the Association shall deposit monies and from which disbursements shall be effected, from time to time, in the performance of the functions and purposes of the Association pursuant to Article III hereof.

Section 1.18. **MASTER DECLARATION** (herein sometimes "DECLARATION") shall mean this instrument as it may be amended from time to time.

Section 1.19. **MEMBER** shall mean any person who is a member of the Association pursuant to Section 3.07 hereof.

Section 1.20. **OCCUPANT** shall mean any person or persons in possession of a lot or unit.

Section 1.21. **OWNER** shall mean any person, firm, corporation, partnership, association or other legal entity, or any combination thereof, owning a fee simple interest in a lot.

Section 1.22. **PERSON** shall mean a natural individual or any other legal entity with the legal right to hold title to real property.

Section 1.23. **PLANS AND SPECIFICATIONS** shall mean any and all documents designed to guide or control the improvement or other proposal in question, including but not limited to those indicating size, shape, configuration or materials, all site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior

colors, plans for utility services, and all other documentation or information relevant to the improvement or proposal in question.

Section 1.24. **PROJECT** shall mean all real property concurrently herewith or in the future submitted to this **MASTER DECLARATION** and any improvements now or hereafter constructed thereon.

Section 1.25. **RULES AND REGULATIONS** shall mean the rules and regulations adopted and promulgated by the Association as provided in Sections 3.02 and 3.03 hereof.

Section 1.26. **SINGLE FAMILY RESIDENCE** shall mean a structure containing one dwelling unit only and occupied by not more than one family.

Section 1.27. **SUPPLEMENTAL DECLARATION** shall mean any declaration of covenants, conditions and restrictions which may hereafter be executed and recorded pursuant to Section 2.02 hereof.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

Section 2.01. **Existing Property.** The existing real property which is and which shall be held, transferred, sold, conveyed, encumbered and occupied subject to this **MASTER DECLARATION** is located and situated in Greene County, Missouri, and more particularly described on the attached Exhibit "A" which is incorporated herein by reference.

Section 2.02. **Additions to Existing Property.** Additional lands may become subject to this **MASTER DECLARATION** in the following manner:

A. The Declarant, or its successor and assigns, shall have the right, but not the obligation, to bring additional properties within the plan of this MASTER DECLARATION in future stages of development of the project regardless of whether said properties are presently owned by the Declarant. Under no circumstances shall this Declaration, or any Supplemental Declaration, bind the Declarant, its successors or assigns, to make the proposed additions or to adhere to any master plan of development in any subsequent phase of development, or in any way preclude the Declarant, or its successors and assigns, from conveying the land referred to in the Master Plan of Development, but not having been made subject to this Declaration, or Supplemental Declaration as provided herein, free and clear of such plan, as well as free and clear of this Declaration or any Supplemental Declaration.

B. The additions authorized hereunder shall be made by filing of record a Supplemental Declaration with respect to the additional property which shall extend the plan of this Declaration to such property, and the owners, including the Developer, of lots in such additions, shall immediately be entitled to all privileges, and be subject to all of the obligations, herein provided.

C. Such Supplemental Declarations, if any, may contain such complementary additions and modifications of the covenants, conditions, and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties.

Section 2.03. **Limitation on Additions.** No one other than the Declarant, its successors and assigns, shall have the right to subject additional lands to this Declaration unless the Declarant, or its successors and assigns, shall indicate in writing to the Association that such additional lands may be included hereunder.

### ARTICLE III

#### THE MEADOWS HOMEOWNERS' ASSOCIATION

Section 3.01. **Organization.** The Meadows Homeowners' Association shall be a not-for-profit Missouri corporation created for the purposes, charged with the duties, and invested with the powers prescribed by this Master Declaration, set forth in its Articles and Bylaws, as the same may be amended from time to time, and as prescribed by law. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration. In case of conflict between the Master Declaration and the Articles of Incorporation and Bylaws, the Master Declaration shall control. In case of conflict between the Articles of Incorporation and Bylaws, the Articles of Incorporation shall control.

Section 3.02. **Powers and Duties.** The Association is expressly authorized to do any or all of the following:

- A. To adopt, amend, publish and enforce reasonable Rules and Regulations relating to the possession, use and enjoyment of the common area.
- B. To obtain legal, accounting, contracting and other professional services necessary or desirable in connection with

the carrying out of its purposes, powers and duties herein set forth.

C. To obtain and maintain insurance coverage for the common property which may include, but is not limited to, fire and extended coverage, vandalism and malicious mischief, personal property damage, real property damage, comprehensive general liability, owned and non-owned automobile coverage, workers' compensation, directors' liability, and such other coverage as the Association shall from time to time determine to be necessary, desirable or advisable.

D. To levy, collect and enforce assessments in the manner provided in this Declaration in order to carry out its duties set forth herein.

E. To cause an external audit by an independent public accountant to be conducted of the accounts and financial records of the Association.

F. To cause to be opened and maintained such accounts as are necessary or desirable in banks and/or savings and loan associations for deposit of funds of the Association.

G. To enter upon and within any property in the project at any time reasonable under the circumstances for any purpose reasonably related to the performance of its rights, duties and obligations in connection with the project, and in particular to maintain any exterior plantings or lawn which may be located within the boundaries of a lot but outside the exterior walls thereof.

H. To construct, repair, maintain, replace or repaint any and all common properties and to acquire equipment, materials, supplies, personnel or equipment necessary or proper in connection therewith.

I. To enter into contracts with and delegate authority to a management agent for all or any portion of the rights, duties, and obligations of the Association.

J. To pay for water, sewer, garbage removal, electricity, telephone, gas, snow removal, landscaping, gardening, and all of the utilities, services and maintenance related to the ownership and operation of the common area.

K. To grant, convey, dedicate or transfer any Association Property to any public or governmental agency or authority for such purposes and subject to such terms and conditions as the Association shall deem appropriate, subject, however, to the condition that after the period of Developer control has ended, such grant, conveyance, dedication or transfer shall not be effected by the Association without first obtaining the approval of at least 2/3 of those members present and voting at a special meeting of all the members of the Association called for that purpose.

L. To borrow such monies as may be necessary for the Association to perform its duties and obligations herein set forth, upon such terms and conditions as the Board of Directors of the Association may deem appropriate under the circumstances. However, after the period of Developer control ends, the Association shall not encumber Association Property as security

for such borrowing without first obtaining approval of 2/3 of those members of the Association present and voting at a special meeting called for that purpose.

M. To accept title to any real property, including any improvements thereon, and personal property transferred to the Association regardless of the nature and extent of the title or interest so transferred.

N. To pay all real and personal property taxes and all other taxes and assessments levied upon or with respect to any property owned or leased by the Association to the extent that such taxes and assessments are not levied directly upon the members. The Association shall have all rights granted by law to contest the legality and the amount of any such taxes and assessments.

O. To implement and enforce decisions made by the Architectural Control Committee, provided for herein.

P. To enforce, in its own behalf and in behalf of all owners and members, all of the covenants, conditions and restrictions set forth in this MASTER DECLARATION, under an irrevocable agency (hereby granted) coupled with an interest, as beneficiary of said covenants, conditions and restrictions, and as assignee of Declarant; and to perform all other acts, whether or not anywhere expressly authorized, as may be reasonably necessary to enforce any of the provisions of the Rules and Regulations adopted by the Association.

Q. To establish reasonable and uniformly applied charges for the use of facilities and services. The charges may include reasonable admission or other fees for any special or extraordinary use of property for parking privileges, special recreation facilities, conference rooms, instruction, day-care or child-care services or similar uses beyond the ordinary use of the Association Property, facilities and services. Such charges or fees shall be set forth in Schedules of Charges and Fees adopted from time to time by the Board of Directors.

R. To grant such easements and/or right-of-ways in, on, under or over Association Property as may be necessary under the circumstances, and upon such terms and conditions as may be advisable, for the purpose of access, construction, maintenance, utility, drainage, water facility, or such other purposes as the Association may determine is in the best interests of its members.

S. To do all other lawful things or acts deemed by the Association to be necessary, desirable or appropriate for the administration, operation and maintenance of the common area and project.

**Section 3.03. Rules and Regulations.** By a majority vote of the Board, the Association may, from time to time and subject to the provisions of the Master Declaration, adopt, amend, and repeal Rules and Regulations governing the use of any common area by any owner, by the family of such owner, or by any invitee, licensee or lessee of such owner; provided, however, that such Rules and Regulations may

not discriminate among owners and shall not be inconsistent with this Declaration, the Articles or By-laws. A copy of such Rules and Regulations, as they may from time to time be adopted, amended or repealed, shall be made available to each owner, at said owner's request. Upon promulgation, said Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Master Declaration.

**Section 3.04. Personal Liability.** No member of the Board of Directors or any committee of the Association, or any officers of the Association shall be personally liable to any owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, or any other representative or employee of the Association, or of the Architectural Control Committee, or any other committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him or her, acted in good faith, without willful or intentional misconduct.

**Section 3.05. Board of Directors and Officers.** The affairs of the Association shall be conducted by a Board of Directors and such officers as may be appointed or elected in accordance with this Declaration, the Articles and the By-laws of the Association, and by such committees as may be provided for and to which such authority and duties may be delegated as the Association may deem necessary and advisable.

Section 3.06 **Architectural Control Committee.** No structure, whether residence, accessory building, tennis court, swimming pool, fence, wall, lot drainage works, exterior area lighting or any other improvement whatsoever shall be constructed, re-constructed, repaired or maintained upon any lot, and no alteration to the exterior of a structure shall be undertaken unless complete plans, specifications and plot plans therefor showing the exterior design, height, building material and color scheme thereof, the location of the structure on the lot plotted horizontally and vertically, the location of driveways and fencing, shall have been submitted to and approved in writing by the Architectural Committee and a copy of such plans, specifications and plot plans as finally approved deposited with the Architectural Committee. The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the properties conform to and harmonize with the existing surroundings and structures, and are directed to the intended objectives of the planned unit development. The Architectural Committee's membership and procedures shall be as follows:

**A. Membership.** From the effective date of this Declaration to that point in time when the Developer relinquishes its right of architectural control over this entire project, the Developer shall be the Architectural Control Committee. The Developer may appoint such person or persons to effect this architectural control function on its behalf. Nothing in this provision shall prohibit the Developer from delegating, at its option, such

architectural control authority to the Association's Committee (set forth below) as the Developer may deem advisable under the circumstances. However, any such delegation shall be subject to revocation or alteration as the Developer deems appropriate.

At such time when the Developer relinquishes its right of architectural control over all or any part of this project, or at such time when, and if, Developer, prior to total relinquishment, chooses to delegate any architectural control function to the Association's Committee, then the Board of Directors of the Association shall create an Architectural Committee which Committee shall consist of five Class A Members appointed by the Board of Directors. At least three of the five members shall be members of the Board of Directors. Any vacancy occurring on the Architectural Committee shall be filled by the same appointment process. Each such member shall serve an annual term, but shall be subject to removal, with or without cause, by the Board of Directors at any time. Nothing in this provision shall be deemed to prohibit a committee member from serving more than one term.

**B. Procedures.** The Architectural Committee shall approve or disapprove all plans and requests within 30 days after receipt by the Committee. The Committee shall maintain written records of all applications submitted to it and of all actions taken in response thereto. A majority vote of the Architectural Committee shall be necessary for the approval of any request.

**C. Liability of Committee.** The Architectural Committee shall not be liable in damages to any person who has submitted a

request for approval by reason of any action, failure to act, approval or disapproval, or failure to approve or disapprove any such request.

Section 3.07 **Membership.**

**A. Class A Membership.** Every Owner, either of a fee or undivided interest, of a Lot, which is subject to assessment by the Association, shall be a Class A Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

**B. Class B Membership.** Every Owner, either of a fee or undivided interest, of a Lot which is located within Villa Park Heights Subdivision and which is subject to assessment by the Association, shall be a Class B Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership from any Lot which is subject to assessment by the Association. A Villa Park Heights Lot shall be deemed to be "subject to assessment by the Association", from that point in time when said Owner had paid, or has agreed to pay, the Class B Membership fee to the Association in such amount and upon such terms and conditions as the Association shall determine.

**Section 3.08 Voting Rights.** Each Class A or B member shall be entitled to one vote for each Lot in which he or she holds the interest required for membership, as set forth above. When more than one person holds any such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot. Any vote to be cast upon any issue by any member shall be done in person. Voting by proxy shall not be allowed.

**Section 3.09. Period of Developer Control.** Notwithstanding any provision herein to the contrary, Developer, or its successors and assigns, shall have the right, at Developer's option, to appoint all of the officers and Directors of the Association and to direct the business of the Association from the effective date of this instrument until such time as Developer chooses to relinquish all or any portion of its control to the Association and its members. However, Developer shall not, during its period of control, have the power to increase any regular assessment or to levy any special assessment without first obtaining approval of 2/3 of those members present and voting at a special meeting called for that purpose.

#### **ARTICLE IV**

##### **PROPERTY RIGHTS**

**Section 4.01 Member's Easements of Enjoyment.** Every Member shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area; the right of the Association to limit the number of guests of Members; the right of the Association to limit the Common Area which may be used by guests of Members; the right of the Association to impose conditions under which Common Area may be used by Members and/or their guests;

B. The right of the Association to suspend an Member's voting rights and the right to use the recreational facilities for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed ninety (90) days for any infraction of this Declaration, any Supplementary Declarations thereto, By-Laws of the Association or any Rules which may be imposed by the Association;

C. The right of the Association to dedicate or transfer all or any part of the Common Area to any governmental agency, authority, or public or private utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless two-thirds (2/3) of the Members have agreed to such dedication or transfer; provided, however, that no such approval shall be necessary as to the Association's right to grant easements for the construction and maintenance of facilities for utilities over, under or across the Common Area or any portion thereof;!

D. The right of the Association to promulgate and enforce the rules and regulations in connection with the common properties described herein or any additions thereto;

E. Nothing in this article authorizes the Developer or the Association to restrict access to any Common Area to a particular class of Members.

**Section 4.02 Delegation of Use.** Any Member may delegate, in accordance with the By-laws of this Association, his right of enjoyment to the Common Area and facilities, to the members of his family, his tenants, or his guests or invitees.

#### **ARTICLE V**

##### **COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 5.01 Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the property subject to this Master Declaration, or any supplemental declaration, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges, and (2) special assessments for capital improvements, which assessments are to be established and collected as hereinafter provided. The regular and special assessments, together with interest, costs, and reasonable attorney's fees, shall, to the full extent permitted by law, be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal

obligation of the owner or owners of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to said owner's successors in title unless expressly assumed by them, but, nevertheless, the lien above-mentioned arising by reason of such assessment shall continue to be a charge and lien upon the land as above-provided.

**Section 5.02. Purpose of Assessments.** The assessments levied by the Association shall be used for the general purpose of promoting the general benefit, recreation, health, safety and welfare of the members of the Association. Such purpose shall be accomplished by, and the Association's rights and powers shall include (in addition to the rights and powers set forth in this Declaration and in the Association's Articles of Incorporation and By-laws) making provision for the improvement, construction, repair, maintenance, care, upkeep and management of the Common Areas and the improvements and facilities thereon; and, further, shall include the payment of any taxes and assessments, if any, which may be assessed and levied upon any property owned by the Association, together with all other costs and expenses related to the management and maintenance of the Common Areas. Nothing contained herein shall limit the Association's rights and powers granted in this Article or granted elsewhere in this Declaration and the Articles of Incorporation and By-laws of the Association.

**Section 5.03. Regular Assessment.** The minimum annual regular assessment, for Class A and B members, shall be One Hundred Twenty and No/100 (\$120.00) Dollars. This amount shall be paid in four equal quarterly installments.

Section 5.04. **Special Assessment.** In addition to the annual assessments authorized in Section 5.03 above, the Association may levy, in any assessment year, a special assessment applicable to that year and to such succeeding years as may be deemed reasonably necessary, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of at least two-thirds (2/3) of the votes of members who are present and voting at a special meeting duly called for this purpose.

Section 5.05. **Date of Commencement of Annual Assessments.** The annual assessments provided for herein shall commence and be effective as to each member of the Association on July 1, 1988.

Section 5.06. **Uniform Rate of Assessment.** Both annual and special assessments shall be fixed at a uniform rate for all members, regardless of class.

Section 5.07. **Effect of Non-payment of Assessment; Remedies of the Association.** Each Member shall be deemed to covenant and agree to pay to the Association the assessments provided for herein, and each agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration,

each Member agrees to pay reasonable attorney's fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Member. In the event of a default in payment of any such assessment when due, the assessment shall be deemed delinquent, and shall bear interest at the rate of ten percent (10%) per annum, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or, without any limitation by the foregoing, by either or both of the following procedures.

**A. Enforcement by Suit.** The Board may cause a suit at law to be commenced and maintained in the name of the Association against any Member to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of ten percent (10%) per annum from the date of delinquency, court costs, and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Member.

**B. Enforcement by Lien.** There is, to the full extent permitted by law, hereby created a claim of lien on each and every Lot within the project to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots under these Restrictions, together with interest thereon at the rate of ten percent (10%) per annum from the date of delinquency, and all costs of collection therewith, including reasonable attorney's fees. At any time

within ninety (90) days after the occurrence of any default in the payment of any such assessment, the Association, or any authorized representative, may but shall not be required to make a written demand for payment to the defaulting Owner, on behalf of the Association. Said demand shall state the date and the amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or even without such a written demand being made, the Association may elect to file such a claim of lien on behalf of the Association against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- (a) The name of the delinquent Owner;
- (b) The legal description and street address of the lot against which claim of lien is made;
- (c) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorney's fees;
- (d) That the claim of lien is made by the Association pursuant to the MASTER DECLARATION; and
- (e) That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon (1) recordation in the Recorder's Office of Greene County, Missouri, of a duly executed original or copy of such a claim of lien, and (2) mailing a copy thereof to said Owner, the lien claimed thereon shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such Assessment was levied. Such lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any Lot, assessment on any Lot in favor of any municipal or other governmental assessing unit, and the liens which are hereinafter specifically described in Section 5.08. Any such lien may be foreclosed by appropriate action in court. The lien provided for herein shall be in favor of the Association. The Association shall have the power to bid in at any judicial foreclosure sale and to purchase, acquire, hold, lease, ~~mortgage~~, and convey any such Lot. In the event of such action in court, reasonable attorney's fees, court costs, title search fees, interest and all other costs and expenses shall be assessed and added to the actual lien amount. Each Owner, by becoming a member of the Association, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

**Section 5.08. Subordination of the Lien to Mortgages.** The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter.

becoming due or from the lien thereof.

**Section 5.09. Enforcement of Class B Membership Assessments.**

Each Class B Member, when granted membership in the Association, shall execute an instrument which shall have the effect, when recorded, of subjecting his or her Lot located in Villa Park Heights Subdivision to all of the terms, conditions and restrictions of this Declaration, as it now or hereafter may exist, including the enforcement remedies set forth above as regards annual and special assessments. In addition, if any Class B Member shall fail to pay, upon written demand, to the Association any annual or special assessment provided for herein (including interest) within ninety (90) days after said demand is effected, then the Association shall have the right to cancel said membership. Any such cancelled membership shall be subject to reinstatement only upon such terms and conditions as the Association may deem to be fair and just under the circumstances.

**Section 5.10. Declarant or Developer Lots Not Subject to Assessment.** Any lot owned by the Declarant or Developer, or their successors and assigns, shall not be subject to any regular or special assessment unless a single-family dwelling unit is located on any such lot and the lot is being used for that purpose.

**Section 5.11. Minimum Assessment Not Subject to Decrease.** The minimum assessment amount provided for in Section 5.03 above, is not subject to decrease by the Declarant, Developer or Association.

**ARTICLE VI**

**USE AND BUILDING RESTRICTIONS APPLICABLE TO SINGLE-FAMILY  
RESIDENTIAL LOTS LOCATED IN THE MEADOWS**

The following restrictions are imposed as a common scheme upon each single-family residential Lot, platted as such:

**Section 6.01. Single-Family Residential Use.** All Lots shall be used, improved and devoted exclusively to Single-Family Residential Use and no gainful occupation, profession, trade, or other non-residential use shall be conducted on any such Lot. Nothing herein shall be deemed to prevent the leasing of any such Lot to a single-family from time to time by the Owner thereof, subject to all of the provisions of the Declaration. No structure whatever shall be erected, placed or permitted to remain on any Lot except one detached single-family residence, together with:

- A. Any appurtenant accessory structure approved by the Architectural Control Committee; and
- B. The Developer's sales offices and administrative offices described in Section 6.05 below.

**Section 6.02. Animals.** No animals, fowl, or livestock, other than a reasonable number of generally recognized house pets, shall be kept on or in any property within the project, and then only if they are kept solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure or pen for the care, housing or confinement of any animal shall be constructed or maintained. Upon the written request of any Owner, the Board shall conclusively

determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally recognized house pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein. Pets shall not be allowed loose or unsupervised on any part of the Properties and walking of pets shall be allowed only on such portions of the Properties as the Board may prescribe by its rules and regulations.

**Section 6.03. Antennae.** No antenna or other device for the transmission or reception of electronic signals, shall be erected, used or maintained outdoors on any Lot, which antenna or other device shall be visible from the street adjoining the front of said Lot, unless approved by the Architectural Committee. TV antennas shall be erected so as to be as inconspicuous as possible and no such TV antenna shall extend more than six (6) feet above the ridge of the roof of the particular dwelling unit upon which the antenna is located; provided, however, the Architectural Committee shall have the authority to award variances with respect to the foregoing prohibition. As regards TV dish antennae, no such antenna shall be permitted on any Lot without the prior written approval of the Architectural Committee.

**Section 6.04. Improvements and Alterations.** No building, fence, wall, residence or other structure shall be commenced, erected, improved, or structurally altered, without the prior written approval of the Architectural Committee.

Section 6.05. **Temporary Occupancy.** No trailer, basement of any incomplete building, tent, shack or garage and no temporary building or structure of any kind shall be used at any time for a residence on any property within the project. Temporary buildings or structures used during the construction of a dwelling on any such property shall be removed immediately after the completion of construction.

PROVIDED, HOWEVER, that the Developer shall have the continuing right to maintain a field sales office and administrative offices in mobile trailers or model homes for so long as Developer shall deem it necessary on any Lot of the project (including any additions thereto), and no Builder or Owner shall have standing to object to the maintenance or location of such office.

Section 6.06. **Trailers and Motor Vehicles.** No mobile or motor home, trailer of any kind, (except those owned by Developer and used as field sales or administrative offices), truck (larger than 3/4 ton), camper, boat, or permanent tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any property or street (public or private) within the project, or any additions thereto, in such a manner as will be visible from neighboring property; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs, Developer's Sales Office, and Administrative Offices, or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Committee; and, provided, moreover, that the provisions

of this paragraph shall not apply with respect to any motor home or camper occupied by any guest or guests of any Member for a period not to exceed one (1) week in duration, provided, moreover, that six (6) months shall lapse subsequent to each such week of occupancy before another one (1) week period shall become available to said guest or guests aforementioned.

**Section 6.07. Motor Vehicles-Excessive Noise.** If the Board determines that any motor vehicle is creating loud or annoying noises by virtue of its operation within the Properties, such determination shall be conclusive and final that the operation of such motor vehicle is a nuisance and said operation, upon notice by the Board to the owner or operator thereof, shall be prohibited within the properties.

**Section 6.08. Maintenance of Lawns and Plantings.**

**A. By Owner.** Each Owner of a Lot within the project shall keep all shrubs, trees, grass and plantings of every kind on his property, including set back areas, planted areas between adjacent sidewalks and the street curb, if any, and any other area located between the boundary line of his property and the street or other property (public or private) on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material, provided, however, that such Owner shall not be responsible for maintenance of any Area for which Developer or the Association has assumed the responsibility. In the event any dwelling remains vacant for a period of thirty (30) days, Developer or the Association or its

authorized agents shall have the right at any reasonable time to enter upon any such Lot of Owner to plant, replace, maintain, and cultivate trees, shrubs, grass or other plantings located thereon at the Owner's cost.

**B. By Developer or the Association.** Developer or the Association shall have the right, at any time, to plant, replace, maintain, and cultivate shrubs, trees, grass and plantings on any property within the project other than on Lot, and on such easements over an Owner's Lot as may have been granted to Developer or the Association, regardless of whether any Owner or the Association is responsible hereunder for the maintenance of such areas. No Owner shall remove, alter, injure or interfere in any way with any shrubs, trees, grass or plantings placed upon any such property by Developer or the Association without the written consent of the Association having first been obtained. The Association or its authorized agents shall have the right to enter upon any property within such other areas, at any reasonable time, for the purpose of planting, replacing, maintaining, or cultivating such shrubs, trees, grass or plantings, and shall not be liable for trespass for so doing.

**Section 6.09. Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within the project, and no odors shall be permitted to arise therefrom so as to render any such Lot or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the

generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. The Board in its sole discretion shall have the right to determine the existence of any such nuisance and for the purposes of this Declaration such determination shall be conclusive.

**Section 6.10 Repair of Buildings.** No building or structure upon any Lot within the project shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

**Section 6.11. Trash Containers and Collection.** No garbage or trash shall be placed or kept on any property within the project except in covered containers of a standard type. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot and no burning in the open will be permitted. Although the Association may make arrangements for regular, normal trash collection, each lot Owner shall be responsible for the removal of all additional and extra rubbish, trash, grass clippings, leaves, and other garbage from his or her Lot. All rubbish, trash and garbage shall be removed from

each Lot at least one (1) time per week either by or on behalf of the Owner of each such Lot.

**Section 6.12. Clothes Drying Facilities.** Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot within the project unless they are erected, placed and maintained exclusively within an area not visible from neighboring property.

**Section 6.13. Encroachments.** No tree, shrub, or planting of any kind on any Lot within the project shall be allowed to overhang or otherwise encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of eight (8) feet, without the prior approval of the Architectural Committee.

**Section 6.14. Machinery and Equipment.** No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot within the project except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of the improvements on such Lot, and except that which Developer or the Association may require for the operation and maintenance of the Common Area.

**Section 6.15. Restriction on Further Subdivision.** No Lot within the project shall be further subdivided or separated into smaller Lots or parcels by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner without the prior written approval of the Board. This provision shall not, in any way, limit Declarant from subdividing or separating into smaller Lots or parcels

any property owned by Declarant. Moreover, this provision shall not prevent conveyances which combine in common ownership Lots or parts of Lots in such a manner that each of the parcels of land thereby resulting has an area the same or greater than the area of any of the Lots from which the new Lots were created. Such newly created parcel thereafter shall be considered as one Lot, except as provided, however, subject to the provisions of these restrictions, an Owner of each Lot as originally shown on the plat shall be entitled to that number of votes and shall be subject to assessments attributable to each full Lot owned as originally shown on the plat. No portion of a single-family residence Lot less than the entire Lot, together with the improvements thereon, may be rented, and then only to a single family.

**Section 6.16. Signs.** No sign of any kind shall be displayed to the public view on any Lot except:

- A. One sign of not more than five (5) square feet, advertising the property for sale or rent;
- B. Signs used by a builder to advertise the property during the construction and sales period;
- C. Signs of such shape, size and location as the Developer deems necessary for security control and to advertise the project;
- D. One sign, not to exceed one (1) square foot in size, which may contain the name or names of the Owner or Owners and/or the dwelling unit number;

**Section 6.17. Dwelling Size.** The Architectural Committee shall

exercise its best judgment to see that all structures, as to size, conform to and harmonize with the existing surroundings and structures.

Section 6.18. **Building Location.**

A. No building shall be located nearer to any street right-of-way line than the minimum set back line shown on the recorded plat of the project, or any additions thereto.

B. No building shall be located nearer to any interior side lot line than six (6) feet.

Section 6.19. **Fences.** Only those fences which may be approved by the Architectural Control Committee shall be constructed or maintained on, in or around any lot.

Section 6.20. **Easements.** Easements are reserved as shown upon the recorded plat of the project, and any additions thereto.

Section 6.21. **Soil Removal.** Soil may not be removed from the subdivision without consent of the Developer.

Section 6.22. **Garage Doors.** The doors of all garages shall be kept closed at all times except when necessary for ingress and egress.

Section 6.23. **Improvements.** Upon the conveyance by the Declarant of any lots in the project, or additions thereto, purchasers shall within one (1) year after the date thereof commence construction of improvements and completion of said improvements shall be within one (1) year after commencement thereof; and for failure of purchaser or purchasers to comply with said requirements, or any of the, the Declarant shall have the option to repurchase said

Lot or Lots for a sum equal to the original purchase price at the time of sale by said Declarant.

**Section 6.24. Basketball Goals.** No basketball goals shall be attached to the front of any dwelling or garage nor erected in any front yard or on the side of any street which abuts any corner lot.

**Section 6.25. Outside Lighting.** Except as may be initially installed by Builder and Developer, no spotlights, floodlights or similar type high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon or upon the Common Areas or any part thereof without the written authorization of the Architectural Committee. Other types of low intensity lighting which do not disturb the owners or other occupants of the properties may be allowed.

**Section 6.26. Remedies.** In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, agent or employee thereof) shall violate, or permit to be violated, any of the provisions set forth in this Article, the Board shall cause to be delivered to said Owner a written Notice of Violation. Said Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated and remedied within a reasonable time from the mailing date of said Notice.

If, after a reasonable time has lapsed from the date of said Notice, said violation has not been voluntarily terminated by the Owner, the Board shall have the authority to pursue and effect any

and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of said violation. This authority shall include, but shall not be limited to, the power to employ laborers to enter upon the premises of said Owner for the purpose of removing and/or terminating the cause of said violation. If, by virtue of the exercise of the authority granted herein, the Board shall incur expenses in connection with the process of removing and/or terminating said violation, the collection of said expenses so incurred may be effected in the manner provided in Article V for the collection and enforcement of assessments.

For purposes of administering this Section, the determination of whether a violation has been, or is being, committed and the determination of what time period constitutes a "reasonable time" allowable for voluntary termination of the same, shall be made by the Board after taking into consideration the facts and circumstances surrounding the particular violative situation, condition or occurrence.

#### **ARTICLE VII**

##### **Permitted Use and Restrictions as to Common Areas**

**Section 7.01. Maintenance by Association.** The Board of the Association may, at any time, as to any Common Area owned, leased or otherwise controlled by it, take the following actions without any approval of the Owners being required.

A. Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area (to the extent that such work is not done by a governmental entity, if any, responsible

for the maintenance and upkeep of such area) in accordance with  
(i) the last plans thereof approved by the Board of Directors,  
(ii) the original plans for the improvement, or (iii) if neither  
of the foregoing is applicable and if such improvement was  
previously in existence, then in accordance with the original  
design, finish or standard of construction of such improvement as  
same existed.

B. Construct, reconstruct, repair, replace or refinish any  
road improvement or surface upon any portion of such area used as  
a road, street, walk, driveway, or parking area.

C. Replace injured and diseased trees or other vegetation  
in any such area, and plant trees, shrubs and ground cover to the  
extent that the Board deems necessary for the conservation of  
water and soil and for aesthetic purposes.

D. Place and maintain upon any such area such signs as the  
Board of Directors may deem appropriate for the proper  
identification, use and regulation thereof.

E. Do all such other and further acts which the Board of  
Directors deems necessary to preserve and protect the property  
and the beauty thereof, in accordance with the general purposes  
specified in this Declaration.

F. The Board shall be the sole judge as to the appropriate  
maintenance of all grounds within the Common Area.

**Section 7.02. Damage or Destruction of Common Area by Owners.**

In the event any Common Area willfully or maliciously is damaged or  
destroyed by an Owner or any of his guests, tenants, licensees,

agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The cost for such repairs shall be paid by said Owner, upon demand, to the Association and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

#### **ARTICLE VIII**

##### **General Provisions**

Section 8.01. **Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and any subsequently recorded Supplementary Declarations. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.02. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 8.03. **Amendment.**

A. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless otherwise amended as herein provided.

B. The Declaration may be amended in whole or in part at any time within ten (10) years from the date of recordation of same by an instrument in writing executed by Declarant, its successors or assigns.

C. This Declaration may be amended at the end of the above-mentioned ten-year period by an instrument in writing executed by the Association, with the approval of a majority of the votes of the members voting in person at a meeting called for that purpose.

D. No amendment shall be effective until it is recorded in the deed records of Greene County, Missouri.

Section 8.04. **Violations and Nuisance.** Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, Developer, the Association, or any Owner or Owners of Lots within the project. However, any other provision to the contrary notwithstanding, only Declarant, Developer, the Association, the Board of Directors thereof, or the duly authorized agents of any of them, may enforce by self-help any of the

provisions of these Restrictions.

**Section 8.05. Violation of Law.** Any violation of any state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within the project is hereby declared to be a violation of these Restrictions and subject to any or all of the enforcement procedures set forth in said Restrictions.

**Section 8.06. Remedies Cumulative.** Each remedy provided by these Restrictions is cumulative and not exclusive.

**Section 8.07. Delivery of Notices and Documents.** Any written notice or other documents relating to or required by these Restrictions may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage prepaid, as to an Owner, to the address of any Lot within the project, owned, in whole or in part, by him or her, or to any other address last furnished by an Owner to the Association.

**Section 8.08. The Declaration.** By acceptance of a deed or by acquiring any ownership interest in any of the real property, included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, to the covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereto. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for

880K1906 p. 1136

the improvement and development of the real property covered thereby.

**IN WITNESS WHEREOF**, the undersigned, being the Declarant herein,  
has hereunto set its hand and seal this 22<sup>nd</sup> day of January,  
1986.

## BETHESDA MINISTRIES

By David Burdine  
David Burdine, President

**ATTEST:**

Lee S. Brent

Secretary

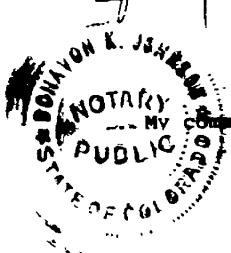
STATE OF COLORADO )  
COUNTY OF El Paso ) ss.

Before me, the undersigned authority, on this day personally appeared David Burdine, President of Bethesda Ministries, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 22<sup>nd</sup> day of  
January, 1986.

Notary Public 165 Kelly Johnson Blvd. Suite 200  
DONAVON K. JOHNSON Colorado Springs, CO 80918

My commission expires: 5-86



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EXHIBIT "A"

THE MEADOWS

MEADOW LAKE SUBDIVISION  
Greene County, Missouri

Legal Description

BEGINNING AT THE S. E. CORNER OF THE SW $\frac{1}{4}$  OF S2, T29, R23; THENCE 38.19' NORTH; THENCE 16.50' WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 'EE' TO THE TRUE POINT OF BEGINNING; THENCE N 89° 11' W 485.00' ALONG SAID NORTH RIGHT-OF-WAY; THENCE N 0° 49' E 58.45' TO A POINT OF CURVE TO THE LEFT; THENCE 261.80' ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 300.00' AND TANGENT OF 139.89'; THENCE N 49° 11' W 613.45'; THENCE N 40° 49' E 50.00'; THENCE N 49° 11' W 75.81' TO A POINT OF CURVE TO THE LEFT; THENCE 194.68' ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 325.00' AND TANGENT OF 118.29'; THENCE N 2° 58' E 350.60' TO A POINT OF CURVE TO THE LEFT; THENCE 85.91' ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 107.84'; THENCE N 2° 36' E 1340.65'; THENCE S 88° 53' E 232.27'; THENCE S 2° 18' W 780.00'; THENCE N 54° 40' 6" E 25.24'; THENCE S 88° 53' E 155.01'; THENCE S 82° 47' 56" E 235.81'; THENCE S 88° 53' E 665.00' TO THE WEST RIGHT-OF-WAY OF GREENE COUNTY HIWAY '103'; THENCE 1816.64' S 2° 18' W ALONG SAID RIGHT-OF-WAY TO THE TRUE POINT OF BEGINNING CONTAINING 49.05 ACRES ALL IN GREENE COUNTY, MISSOURI.

**FIRST AMENDMENT TO MASTER DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE MEADOWS, A PLANNED UNIT DEVELOPMENT**

This FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MEADOWS, A PLANNED UNIT OF DEVELOPMENT, executed this 3<sup>rd</sup> day of August, 1989, by Bethesda Ministries, a Nebraska not-for-profit corporation, authorized to do business in the State of Missouri (hereinafter called the DECLARANT).

WITNESSETH:

RECITALS:

A. The MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MEADOWS, A PLANNED UNIT DEVELOPMENT, was filed of record in the Recorder's Office of Greene County, Missouri on January 31, 1986, all of which is recorded in Book 1906 commencing at Page 1096, wherein Bethesda Ministries, a Nebraska not-for-profit corporation, is designated as the DECLARANT.

B. Pursuant to ARTICLE VIII, Section 8.03.B, and in order to comply with certain requirements made upon DECLARANT by the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, DECLARANT hereby amends the MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MEADOWS, A PLANNED UNIT DEVELOPMENT in the following respects:

ARTICLE II, Section 2.03 is hereby amended to read as follows:

Section 2.03. Limitation on Additions. No one other than the DECLARANT, its successors and

assigns, shall have the right to subject additional lands to this Declaration unless the DECLARANT, or its successors and assigns, shall indicate in writing to the Association that such additional lands may be included hereunder.

Furthermore, as long as there is a Class B membership, annexation of additional properties shall require the prior approval of the Federal Housing Administration or the Veterans Administration.

ARTICLE IV, Section 4.01.C is hereby amended to read as follows:

C. The right of the Association to dedicate or transfer all or any part of the Common Area to any governmental agency, authority, or public or private utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless two-thirds (2/3) of the Members have agreed to such dedication or transfer; provided, however, that no such approval shall be necessary as to the Association's right to grant easements for the construction and maintenance of facilities for utilities over, under or across the Common Area or any portion thereof. Furthermore, as long as there is a Class B membership, any such

dedication of Common Area shall require the prior approval of the Federal Housing Administration or the Veterans Administration.

ARTICLE VIII, Section 8.03 is hereby amended to read as follows:

**Section 8.03. Amendment.**

A. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless otherwise amended as herein provided.

B. This Declaration may be amended by the recordation of an instrument duly executed by the Association, with the approval of at least two-thirds (2/3) of the members voting at a meeting called for that purpose.

C. As long as there is a Class B membership, any such amendment shall require the prior approval of the Federal Housing Administration or the Veterans Administration.

D. No amendment shall be effective until it is recorded in the deed records of Greene County, Missouri.

IN WITNESS WHEREOF, the undersigned being the DECLARANT herein, has hereunto set his hand and seal this 3<sup>rd</sup> day of August, 1989.

DECLARANT  
BETHESDA MINISTRIES

BY David Burdine  
David Burdine, President

ATTEST:

John G. Johnson  
Secretary

STATE OF COLORADO )  
COUNTY OF El Paso ) ss.

Before me, the undersigned authority, on this day personally appeared David Burdine, President of Bethesda Ministries known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 3<sup>rd</sup> day of August, 1989.

Robert L. Andrews  
Notary Public  
1465 Kelly Johnson Blvd. Suite 200  
Colorado Springs, Colorado 80918

My Commission Expires: October 7, 1989

STATE OF MISSOURI  
COUNTY OF GREENE } ss. IN THE RECORDER'S OFFICE  
I, RUSSELL H. KELLER, Recorder of said County, do hereby certify that  
the within instrument of writing was on the 20<sup>th</sup> day of  
September, 1989, at the office of the Recorder of said County, in  
Court House, in the City of Springfield, Missouri, duly  
recited and recorded, and is now filed in the records of this office, in  
Book 2072, page 283.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal at Springfield, Missouri, on the 20<sup>th</sup> day of Sept  
A.D. 1989.

Debbie Conley — Deputy  
RUSSELL H. KELLER, Recorder

RECORDER  
RUSSELL H. KELLER  
SEP 20 1989  
4:23 PM '89  
S 17230  
F 15500  
5 19550

RECORDING FEE	\$ <u>100</u>
STATE USER FEE	\$ <u>40</u>
TOTAL	\$ <u>140</u>

**AMENDMENT TO THE MASTER  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE MEADOWS, A  
PLANNED UNIT DEVELOPMENT**

Pursuant to Article VIII, Section 8.03 of the Masters Declaration of Covenants, Conditions and Restrictions for the Meadows, A Planned Unit Development, the following Amendments to the Master Declaration of Covenants, Conditions and Restrictions for the Meadows:

1. These Amendments are in accordance with Section 8.03(c) with the support of the board of the Association;

2. These Amendments are made with the approval of a majority of the votes of the members of the Board of the Meadows Homeowner's Association voting in person at a meeting called for that purpose on December 1, 1999. There were 5 in attendance who were eligible to vote. There were 5 votes in favor of the amendments herein.

3. On January 18, 2000, at a duly called meeting of the association the following amendments was put to the association:

I. Section 5.07

A. Section 5.07 "Effect of Non-payment of Assessment; Remedies of the Association." formerly provided:

"Each Member shall be deemed to covenant and agree to pay the Association the assessments provided for herein, and each agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Member agrees to pay reasonable attorney's fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Member. In the event of a default in payment of any such assessment when due, the assessment shall be deemed delinquent, and shall bear interest at the rate of ten percent (10%) per annum, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or, without any limitation by the foregoing, by either or both of the following procedures.

(A) Enforcement by Suit. The Board may cause a suit at law to be commenced and maintain in the name of the Association against any Member to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of ten percent

Rick S Vasquez  
1736 E Sunshine  
SPFD Mo 65804  
MAIL TO

(10%) per annum from the date of delinquency, court costs, and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Member.

(B) Enforcement by Lien. There is, to the full extent permitted by law, hereby created a claim of lien on each and every Lot within the project to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots under these Restrictions, together with interest thereon at the rate of ten percent (10%) per annum from the date of delinquency, and all costs of collection therewith, including reasonable attorney's fees. At any time within ninety (90) days after the occurrence of any default in the payment of any such assessment, the Association, or any authorized representative, may but shall not be required to make a written demand for payment to the defaulting Owner, on behalf of the Association. Said demand shall state the date and the amount of the delinquency. Each default shall constitute a separate bases for a demand or claim of lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or even without such a written demand being made, the Association may elect to file such a claim of lien on behalf of the Association against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- (a) The name of the delinquent Owner;
- (b) The legal description and street address of the lot against which claim of lien is made;
- (c) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collections costs, and reasonable attorney's fees;
- (d) That the claim of lien is made by the Association pursuant to the MASTER DECLARATION; and
- (e) That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon (1) recordation in the Recorder's Office of Greene County, Missouri, of a duly executed original or copy of such a claim of lien, and (2) mailing a copy thereof to said Owner, the lien claimed thereon shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such Assessment was levied. Such lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any Lot, assessment of any Lot in favor of any municipal or other governmental assessing unit, and the liens which are hereinafter specifically described in Section 5.08. Any such lien may be foreclosed by appropriate action in Court. The Lien provided for herein shall be in favor of the Association. The Association shall have the power to bid in at any judicial foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any such Lot. In the event of such action in court, reasonable attorney's fees, courts costs, title search fees, interest and all other costs and expenses shall be assessed and added to the actual

lien amount. Each Owner, by becoming a member of the Association, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner."

B. Section 5.07 Proposed Amendment was as follows:

(B). **Enforcement by Lien.** There is, to the full extent permitted by law, hereby created a claim of lien on each and every Lot within the project to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots under these Restrictions, together with interest thereon at the rate of one and one-half percent (1 1/2%) per month from the date of delinquency, and all costs of collection therewith, including reasonable attorney's fees. At any time within ninety (90) days after the occurrence of any default in the payment of any such assessment, the Association, or any authorized representative, may but shall not be required to make a written demand for payment to the defaulting Owner, on behalf of the Association. Said demand shall state the date and the amount of the delinquency. Each default shall constitute a separate bases for a demand may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or even without such a written demand being made, the Association may elect to file such a claim of lien on behalf of the Association against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- (a) The name of the delinquent Owner;
- (b) The legal description and street address of the lot against which claim of lien is made;
- (c) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collections costs, and reasonable attorney's fees;
- (d) That the claim of lien is made by the Association pursuant to the MASTER DECLARATION; and
- (e) That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon (1) recordation in the Recorder's Office of Greene County, Missouri, of a duly executed original or copy of such a claim of lien, and (2) mailing a copy thereof to said Owner, the lien claimed thereon shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such Assessment was levied. Such lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any Lot, assessment of any Lot in favor of any municipal or other governmental assessing unit, and the liens which are hereinafter specifically described in Section 5.08. Any such lien may be foreclosed by appropriate action in Court. The Lien provided for herein shall be in favor of the Association. The Association shall have the power to bid in at any judicial foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any such Lot.

In the event of such action in court, reasonable attorney's fees, courts costs, title search fees, interest and all other costs and expenses shall be assessed and added to the actual lien amount. Each Owner, by becoming a member of the Association, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

(C). Each payment due hereunder shall be paid within ten (10) days of the mailing of statement to the homeowner. On all delinquent payments there shall be a late fee assessed of Ten Dollars (\$10.00) per month in addition to any interest which may accrue hereunder.

C. By vote of 16 to 4 the majority of the association voting in person at a meeting called for the purpose of amending Section 5.07, Section 5.07 by this instrument is hereby amended as follows:

**Section 5.07. Effect of Non-Payment of Assessment; Remedies of the Association.**

Each Member shall be deemed to covenant and agree to pay the Association the assessments provided for herein, and each agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Member agrees to pay reasonable attorney's fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Member. In the event of a default in payment of any such assessment when due, the assessment shall be deemed delinquent, and shall bear interest at the rate of one and one-half percent (1 1/2%) per month, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or, without any limitation by the foregoing, by either or both of the following procedures.

(A) **Enforcement by Suit.** The Board may cause a suit at law to be commenced and maintain in the name of the Association against any Member to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of one and one-half percent (1 1/2%) per month from the date of delinquency, court costs, and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Member.

(B) **Enforcement by Lien.** There is, to the full extent permitted by law, hereby created a claim of lien on each and every Lot within the project to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots under these Restrictions, together with interest thereon at the rate of one and one-half percent (1 1/2%) per month from the date of delinquency, and all costs of collection therewith, including reasonable attorney's fees. At any time within ninety (90) days after the occurrence of any default in the payment of any such assessment, the

Association, or any authorized representative, may but shall not be required to make a written demand for payment to the defaulting Owner, on behalf of the Association. Said demand shall state the date and the amount of the delinquency. Each default shall constitute a separate bases for a demand may be included within a single demand or claim of lien. If such delinquency is not paid within fifteen (15) days after delivery of such demand, or even without such a written demand being made, the Association may elect to file such a claim of lien on behalf of the Association against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- (a) The name of the delinquent Owner;
- (b) The legal description and street address of the lot against which claim of lien is made;
- (c) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collections costs, and reasonable attorney's fees;
- (d) That the claim of lien is made by the Association pursuant to the MASTER DECLARATION; and
- (e) That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon (1) recordation in the Recorder's Office of Greene County, Missouri, of a duly executed original or copy of such a claim of lien, and (2) mailing a copy thereof to said Owner, the lien claimed thereon shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such Assessment was levied. Such lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any Lot, assessment of any Lot in favor of any municipal or other governmental assessing unit, and the liens which are hereinafter specifically described in Section 5.08. Any such lien may be foreclosed by appropriate action in Court. The Lien provided for herein shall be in favor of the Association. The Association shall have the power to bid in at any judicial foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any such Lot. In the event of such action in court, reasonable attorney's fees, courts costs, title search fees, interest and all other costs and expenses shall be assessed and added to the actual lien amount. Each Owner, by becoming a member of the Association, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

(C) Each payment due hereunder shall be paid within fifteen (15) days of the mailing of statement to the homeowner. On all delinquent payments there shall be a late fee assessed of Five Dollars (\$5.00) per month in addition to any interest which may accrue hereunder.

II. Section 6.06.

A. Section 6.06. "Trailers and Motor Vehicles." formerly provided:

No mobile home or motor home, trailer of any kind, (except those owned by developer and used as field sales or administrative offices), truck (Larger than 3/4 ton), camper, boat or permanent tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any property or street (public or private) within the project, or any additions thereto, in such a manner as will be visible from neighboring property; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs, Developer's Sales Office, and Administrative Offices, or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Committee; and, provided, moreover, that the provisions of this paragraph shall not apply with respect to any motor home or camper occupied by any guest or guests of any Member for a period not to exceed one (1) week in duration, provided, moreover, that six (6) months shall lapse subsequent to each such week of occupancy before another one (1) week period shall become available to said guest or guests aforementioned.

B. Section 6.06. proposed Amendment was as follows:

**Section 6.06. "Trailers, Motor Vehicles, Campers, Boats, Watercraft, etc."**

No mobile home or motor home, trailer of any kind, (except those owned by developer and used as field sales or administrative offices), truck, car, camper, boat or permanent tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any property or street (public or private) within the project, or any additions thereto, in such a manner as will be visible from neighboring property; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs, Developer's Sales Office, and Administrative Offices, or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Committee nor shall any mobile home or motor home, trailer of any kind, (except those owned by developer and used as field sales or administrative offices), truck, car, camper, boat or permanent tent or similar structure shall be kept on any street within the subdivision overnight. Any Trailers, Motor Vehicles, Campers, Cars, Mobile Home or Motor Home shall be removed from any street within the subdivision by 8:00 p.m. each night and shall remain removed from the street until 8:00 a.m. the following morning. No boat or watercraft shall be on the street within the subdivision at any time.

C. By vote of 18 to 1 the majority of the association voting in person at a meeting called for the purpose of amending Section 6.06, Section 6.06 by the instrument is hereby amended as follows:

## Section 6.06. "Trailers, Motor Vehicles, Campers, Boats, Watercraft, etc."

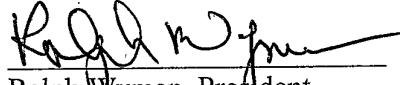
No mobile home or motor home, trailer of any kind, (except those owned by developer and used as field sales or administrative offices), truck, car, camper, boat or permanent tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any property or street (public or private) within the project, or any additions thereto, in such a manner as will be visible from neighboring property; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs, Developer's Sales Office, and Administrative Offices, or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Committee nor shall any mobile home or motor home, trailer of any kind, (except those owned by developer and used as field sales or administrative offices), truck, car, camper, boat or permanent tent or similar structure shall be kept on any street within the subdivision overnight. Any Trailers, Motor Vehicles, Campers, Cars, Mobile Home or Motor Home shall be removed from any street within the subdivision overnight without the express, written consent of the Board of the Association. No boat or watercraft shall be on the street within the subdivision at any time.

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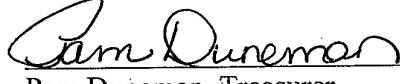
STATE OF MISSOURI  
COUNTY OF GREENE  
RECORDERS CERTIFICATION  
BOOK 2728 PAGE 1562

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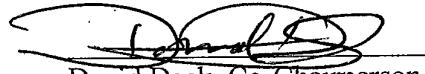
*Linda Montgomery*  
RECODER OF DEEDS



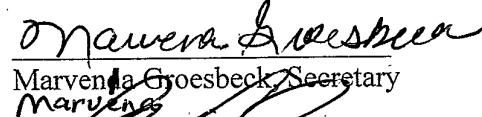
Ralph Wyman, President



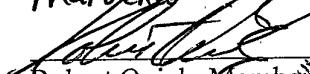
Pam Duneman, Treasurer



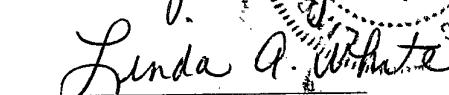
David Deck, Co-Chairperson



Marvena Goesbeck, Secretary



Robert Quick, Member



Notary Public

LINDA A. WHITE Notary Public  
Greene County State of Missouri  
My Commission Expires June 10, 2000



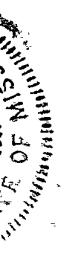
Subscribed and sworn to before me this

31<sup>st</sup>

day of

January

2000



**AMENDMENT TO THE MASTER  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE MEADOWS, A  
PLANNED UNIT DEVELOPMENT**

Pursuant to Article VIII, Section 8.03 of the Masters Declaration of Covenants, Conditions and Restrictions for the Meadows, Meadow Lake Subdivison, A Planned Unit Development, the following Amendment to the Master Declaration of Covenants, Conditions and Restrictions for the Meadows:

1. This Amendment is in accordance with Section 8.03(c) with the support of the board of the Association; 3

2. This Amendment is made with the approval of a majority of the votes of the members of the Board of the Meadows Homeowner's Association voting in person at a meeting called for that purpose on December 4, 2000. There were four (4) members in attendance who were eligible to vote. There were 4 votes in favor of the amendment herein. Board Member Robert Quick was not in attendance at the December 4, 2000 Board meeting and therefore did not cast a vote.

3. On January 30, 2001, at a duly called meeting of the association the following amendment was put to the association:

I. Section 6.06.

A. Section 6.06 "Trailers and Motor Vehicles." formerly provided:

No mobile home or motor home, trailer of any kind, (except those owned by developer and used as field sales or administrative offices), truck, car, camper, boat or permanent tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any property or street (public or private) within the project, or any additions thereto, in such a manner as will be visible from neighboring property; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs, Developer's Sales Office, and Administrative Offices, or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Committee nor shall any mobile home or motor home, trailer of any kind, (except those owned by developer and used as field sales or administrative offices) truck, car, camper, boat or permanent tent or similar structure shall be kept on any street within the subdivision overnight. Any Trailers, Motor Vehicles, Campers, Cars, Mobile Home or Motor Home shall be removed from any street within the subdivision overnight without the express written consent of the Board of the Association. No boat or watercraft shall be on the street within the subdivision at any time.

Rick Vasquez  
1736 E Sunshine   
04

B. Section 6.06. proposed Amendment was as follows:

**Section 6.06. "Trailers, Motor Vehicles, Campers, Boats, Watercraft, etc."**

No mobile home or motor home, trailer of any kind, truck, car, camper, boat or permanent tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any property or street (public or private) within the project, or any additions thereto, in such a manner as will be visible from neighboring property; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs, or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Committee nor shall any mobile home or motor home, trailer of any kind, truck, car, camper, boat or permanent tent or similar structure shall be kept on any street within the subdivision overnight. No non-operational or disabled motor vehicle such as cars, trucks, motorhomes, motorcycles, etc. may be kept, placed, assembled, constructed or reconstructed upon any property or street, public or private, within the subdivision in such a manner that will be visible from neighboring property. Any Trailers, Motor Vehicles, Campers, Cars, Mobile Home or Motor Home shall be removed from any street within the subdivision overnight without the express, written consent of the Board of the Association. No boat or watercraft shall be on the street within the subdivision at any time.

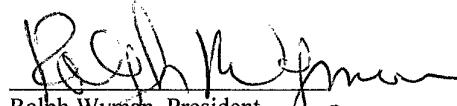
C. By vote of 10 to 0 the majority of the association voting in person at a meeting called for the purpose of amending Section 6.06, Section 6.06 by the instrument is hereby amended as follows:

**Section 6.06. "Trailers, Motor Vehicles, Campers, Boats, Watercraft, etc."**

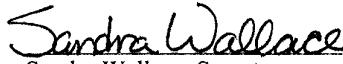
No mobile home or motor home, trailer of any kind, truck, car, camper, boat or permanent tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any property or street (public or private) within the project, or any additions thereto, in such a manner as will be visible from neighboring property; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs, or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Committee nor shall any mobile home or motor home, trailer of any kind, truck, car, camper, boat or permanent tent or similar structure shall be kept on any street within the subdivision overnight. No non-operational or disabled motor vehicle such as cars, trucks, motorhomes, motorcycles, etc. may be kept, placed, assembled, constructed or reconstructed upon any property or street, public or private, within the

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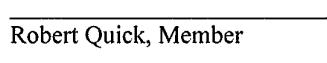
subdivision in such a manner that will be visible from neighboring property. Any Trailers, Motor Vehicles, Campers, Cars, Mobile Home or Motor Home shall be removed from any street within the subdivision overnight without the express, written consent of the Board of the Association. No boat or watercraft shall be on the street within the subdivision at any time

  
Ralph Wyman, President

  
Bill Teal, Treasurer

  
Sandra Wallace, Secretary

  
Larry Gayer, Member

  
Robert Quick, Member

Subscribed and sworn to before me this 30<sup>th</sup> day of January, 2001.

My COMMISSION EXPIRES: Victoria A. Vanquez, Notary Public  
3/31/2004

Before me, the notary public signed above, personally appeared, Ralph Wyman, Bill Teal, Sandra Wallace, and Larry Gayer, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.  
In witness whereof, I hereunto set my hand and official seal.

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STATE OF MISSOURI  
COUNTY OF GREENE  
RECORDER'S CERTIFICATION  
BOOK 280 / PAGE 349

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Linda Montgomery  
RECORDER OF DEEDS