

interpret and implement the provisions of these Indentures and to designate requirements applicable for the enforcement of these Indentures as hereinafter set forth; to have jurisdiction, control, possession, and supervision of the property, assessments, funds and activities as set forth in this Section and elsewhere in these Indentures or as may hereafter be placed under its jurisdiction in the manner herein provided, to maintain, operate, reconstruct, and improve any and all structures, facilities, improvements, and lands of THE VILLAGES in which the Owners Association has any ownership interest or which are for the common use of THE VILLAGES which shall include but not be limited to the common areas, recreational facilities, landscape areas, designated wetlands, storm water control, roads and circulation systems, entrances, medians and graphics, and to make additions, betterments, and extensions thereto all of which shall be referred to as "Common Areas"; to enter into contracts as may be necessary or desirable to carry out the provisions of these Indentures which may extend beyond the term of the particular Board of Directors which entered into such contracts; to take such action as it deems appropriate to protect the public health and welfare by preventing or abating the pollution of THE VILLAGES and to have all the rights, privileges and jurisdiction necessary or proper for carrying such powers into execution. Any enumeration of powers elsewhere in these Indentures shall augment rather than restrict the meaning of or exclude other powers enumerated in this general grant of rights, power and authority. Further this general grant shall permit the Board of Directors or the Review Board as may be herein established: to grant or make variances to these Indentures when same are in the best interests of THE VILLAGES, but such variances shall be in accord with the language and intent of Section III hereof; to contract for professional services which, in the judgement of the Board of Directors will provide an effective and advantageous means of providing the area within THE VILLAGES adequate and proper environmental protection; to promulgate rules and regulations governing the use of and conduct within the parks, recreation areas, common areas, lakes, and other public areas, if any, within THE VILLAGES; and to set the date, time, and location for the annual general meeting. In discharging the above responsibilities, the Board of Directors may appoint one or more individuals to represent and advise the Board of Directors in administering and enforcing those responsibilities specifically delegated to them by the Board of Directors.

3. Levying of Assessments.

a. Adoption of Budget. Before September 1 of each year, the Board of Directors shall adopt a budget for the following calendar year which shall include the amount established for the general assessment and for any special assessments. Said budget shall be distributed to all of the owners of lots in the same mailing in which the notice of annual meeting is sent. The budget shall become effective unless at the annual meeting the owners of more than fifty percent of the lots adopt a different budget.

b. General and Special Assessments. For the purpose of carrying out the general obligations and powers of the Owners Association as set forth in these Indentures, an annual general assessment is hereby levied upon and against the Owners of the herein defined assessable property and against the assessable property itself. This general assessment shall be an annual charge of One Hundred Fifty (\$150.00) Dollars per year for Undeveloped Lots and Four Hundred Twenty Five (\$425.00) Dollars per year for Developed Lots. This general assessment may be increased by the Board of Directors. Additionally, the Board of Directors may, by majority vote, levy special assessments from time to time to carry out its general obligations and powers for all stated purposes enumerated in the Declaration or By-Laws; but the total of such special assessments, if levied, shall not exceed in any calendar year an amount equal to the general assessment for such calendar year.

c. Notices of Assessments. Notices of all assessments may be given

by United States mail (or its then equivalent form of mail), addressed to the last known or usual post office address of the holder of legal title of each Lot and deposited with the United States Postal Service with postage prepaid and said notice shall be considered given when mailed, or may be given by posting a brief notice of the assessment upon the assessable property itself, or may be given by recognized courier service to the last known or usual post office address of such Owner.

4. Loans. The Board of Directors shall have the right, power and authority: to obtain loans in order to obtain funds for the purpose of carrying out the general objectives of these Indentures and for the uses as enumerated in Paragraph 5, below; and to irrevocably pledge, commit and promise to levy special assessments as provided in Paragraph 3, supra, as the same may be necessary to provide funds for retirement of loans should funds from the general assessment be inadequate to retire such loans.

5. Procedures, Limitations and Use of Funds. All assessments shall be made in the manner heretofore set forth and subject to the following procedures and limitations, to wit:

All funds received by the Owners Association shall be used for "Common Expenses" to provide for, maintain, operate and improve the property owned by the Owners Association, the common elements and environmental qualities within THE VILLAGES, to be expended as authorized by the Declaration and the By-laws adopted by the Owners Association, including but not limited to the following:

(a) Maintain, operate, improve, and purchase insurance for, any such utility system or service which for any reason is not provided for by a separate company, district, governmental or quasi-environmental entity.

(b) Maintain, furnish lighting for, operate and improve streets, roads, or drives and circulation systems within THE VILLAGES which have been dedicated to, and accepted by, the Owners Association.

(c) Provide for, maintain, operate and improve those public or quasi public facilities such as: common areas, parks and recreation areas; lighting of streets and public areas; landscaping areas and easements; transit and circulation systems; street medians; and other improvements which in the opinion of the Board of Directors of the Owners Association specifically relate to the maintenance or enhancement of the overall quality of life and environment in THE VILLAGES in accordance with the letter and intent of these Indentures.

(d) Provide for and operate an internal security system to include acquisition of or contracting for personnel, devices, equipment and services to protect property in THE VILLAGES.

(e) Provide for and operate the administrative procedures for these Indentures, including, without limitation, administrative staff requirements and expenses, liability and other insurance, retirement of debts incurred in accordance with the authority granted in these Indentures, and fees and compensation for persons employed by the Owners Association to furnish services in connection with the discharge of the rights and duties granted and delegated to the Owners Association hereunder including but not limited to representatives and/or consultants engaged to review and enforce the provisions of the Construction Guidelines hereinafter established.

H. OWNERSHIP OF LAND.

Except as modified below, the Board of Directors shall have the right to accept or convey any interest in real property located within THE VILLAGES or contiguous, adjoining or adjacent to THE VILLAGES in order to provide for, maintain, operate and improve the facilities within THE VILLAGES. The Board of Directors may, at their sole discretion, accept any interest in real property from any Owner who may wish to donate such real property to the Owners Association. To the extent not prohibited by law, the Board of Directors may sell, lease, rent, grant or dedicate to public use or any appropriate utility company or public authority any roads, utility system or service, any parks, playgrounds, recreational areas or lakes, urban plazas, museums, easements or other real estate or improvement which is held or maintained by the Owners Association for the benefit of the owners of THE VILLAGES whether the same are created by these Indentures or by plat or in any other manner. The consideration of any sale, lease, rental or grant and the condition of any dedication to any party, private or public, shall include the assumption of the obligation to operate, maintain, improve and reconstruct as necessary the property or facility by the party grantee accepting such dedication. Subject to the provisions above stated, the Owners Association shall have the right and power to sell, lease, rent or encumber any interest in real property held by them; or to enter into a joint venture for development of any such interest in real property; or to sponsor, conduct, or jointly undertake research projects with benevolent or other not-for-profit organizations, if such sale, lease, rental, encumbrance, joint venture or research project shall, in the opinion of the Board of Directors, contribute to the improvement of the environment or the general purposes and objectives of THE VILLAGES as set forth in these Indentures.

SECTION V
GENERAL COVENANTS AND CONSTRUCTION GUIDELINES

A. USES.

1. There are hereby established the "Construction Guidelines and Approval Procedures" attached hereto and incorporated herein as Exhibit "C" to these Indentures (the "Construction Guidelines"), all of which are incorporated herein and become a part of the Terms and Conditions of these Indentures. The uses within THE VILLAGES shall be residential in nature as compatible with the recreational qualities and natural beauty and environment of the Lake of the Ozarks provided that no such uses or activities shall be noxious, offensive or which may be an annoyance or nuisance as such terms are now or may in the future be defined by applicable law or which may negatively effect the environment within THE VILLAGES.

2. All lots shall be used only for the construction of single-family homes, except the Developer may designate all or parts of land added pursuant to Article VII as commercial or multi-family residential.

B. ARCHITECTURAL REVIEW COMMITTEE.

1. General Powers. All improvements constructed or placed on any lot must first have the written approval of the Architectural Review Committee ("Review Committee"). Such approval shall be granted only after written application has been made to the Review Committee in the manner and form prescribed by it. The application, to be accompanied by two (2) sets of plans and specifications, shall show the location of all improvements, if any, existing upon said lot, the location of the improvement proposed to be constructed, the color and composition of all exterior materials to be used, proposed landscaping, and any other information which the Review Committee may require, including soil, engineering and geological reports and recommendations.

2. Review Committee Membership. The Review Committee shall be composed of no less than three (3) nor more than nine (9) persons to be selected annually by the Board of the Association. Members shall serve until their successors are appointed, and in the case of the failure of the Board to appoint members annually, those previously appointed shall remain as members until the appointments are made by the Board.

3. Grounds for Disapproval. The Review Committee may disapprove any application if:
a) such application does not comply with this Declaration;

b) because of the reasonable dissatisfaction of the Review Committee with grading plans, location of the proposed improvement on a lot, finished ground elevation, color scheme, finish, design proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon; or

c) in the judgment of a majority of the Review Committee reasonably exercised, the proposed improvement will be inharmonious with the Development, or with the improvements erected on other lots.

4. Rules and Regulations. The Review Committee shall, from time to time adopt written rules and regulations of general application governing its procedures which shall include, but not be limited to, provisions for the form and content of applications; required number of copies of plans and specifications; provisions for notice of approval or disapproval, including a reasonable time period for approval by reason of failure to disapprove.

5. Variances. The Review Committee may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to Owners of other lots.

6. Certification of Compliance. At any time the Review Committee may require a certification from a licensed surveyor that such improvement does not violate any setback rule, ordinance or statute, nor encroach upon any easement or right-of-way of record. The cost of said certification shall be borne by the owner of the lot.

7. Submittal Fees. As a means of defraying its administrative expenses, the Review Committee may, in addition to the required Damage Deposit specified in the Construction Guidelines, require a reasonable filing fee to accompany the submission of plans and specifications. Said fees shall be established by the Board or the Committee or its subordinate bodies.

8. Liability. Notwithstanding the approval by the Review Committee of plans and specifications or its inspection of the work in progress, neither it, the Developer, the Association, or any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Review Committee nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.

9. Appeals. Any application shall have the right to appeal to the Board from any decision of the Review Committee within thirty (30) days after entry of such decision.

10. Eligibility. At least one member shall be a member of the Board of Directors. Members may but need not be lot owners, but can be consultants and professionals hired by the Owners Association.

C. LAND AND LANDSCAPING MAINTENANCE.

It shall be the duty of the Owner of each and every Developed Lot in THE VILLAGES to keep and maintain (including necessary cutting, watering, fertilizing, aerating, spraying, pruning, weeding and replacement of) the lawns, ground covers, trees, shrubbery, vines and landscaping beds on his Lot, including, without limitation, all easements within the Lot. Fertilizing and spraying for control of insects and fungus shall be accomplished in such a manner as to avoid contamination to THE VILLAGES and surrounding property. All live trees shall be preserved unless written consent to remove such trees has been granted by pursuant to the Construction Guidelines. In the event any such owner fails to comply with these provisions within five (5) working days after written notice from the Board of Directors, the Owners Association and its employees and agents shall have the right to enter the parcel in question and, at the expense of the Owner concerned, correct all discrepancies so noted in the same manner as provided in Paragraph F, below.

D. STORM DRAINAGE.

It is incumbent upon each and every Owner to respect the design and area of the drainage ways of storm water across each Owner's Lot and it shall be the Owner's responsibility to insure that sufficient protective measures have been taken before, during and after construction to prevent any and all debris from entering the drainage channels. Particular attention shall be given to erosion control and the prevention of the introduction of dirt, sand, mud, silt or mail box posts into the drainage facilities.

E. WILDLIFE AND ANIMALS.

1. The Board of Directors shall be concerned with both preserving existing wildlife and attracting additional wildlife into the community. Therefore the overall landscaping system has been designed to protect, attract and encourage wildlife habitat and growth. Landscaping of individual Undeveloped Lots should also be designed and planted in such a manner that it enhances and supplements this system and creates additional wildlife habitat. Hunting or killing of non-predatory and non-nuisance fowl and animals within THE VILLAGES is expressly prohibited.

2. Animals. No animals, livestock or poultry of any kind shall be housed, raised or kept within the Development either temporarily or permanently, except that commonly accepted household pets (but not including horses), may be kept, provided that they are not kept or maintained for any commercial purposes, and are not a nuisance to adjoining property Owners. Dogs may be kept upon a lot by the Owner of said lot, so long as the dogs are securely confined in an enclosed pen, approved by the Review Committee, restricted by a suitable leash or chain or, having been properly trained, are at all times within the control of the Owner under voice command and are not running at large. Preference will be given to the use of electronic fences. Unconfined dogs, outside Owner's control, will either be impounded and/or referred to the proper animal control agency.

F. CONDITION OF PREMISES.

Each owner in THE VILLAGES shall carefully maintain his property and all structures, buildings, appurtenances, screening fences, parking areas and drives and lighting thereof, drainage ways, and other improvements of whatever nature thereon in a safe, clean and wholesome manner and in first-

class condition and repair at all times. If any such owner fails to maintain his property in accordance with the standards herein described, the Board of Directors shall notify said owner in writing of discrepancies and request correction thereof within thirty (30) days. If the Owner fails to correct all discrepancies so noted within the thirty (30) days, the Owners Association shall have the right to enter upon the Lot in question and, at the expense of the Owner concerned, correct said discrepancies using due diligence in making such repairs as if the Owners Association was the Owner of the Lot. If due to extraordinary circumstances, the Owner is unable to complete such maintenance and repairs within the thirty (30) days and so notifies the Board of Directors in writing setting forth the reason why additional time is requested, the Board of Directors may, at its discretion, extend the time period. If the Owners Association is compelled to correct the discrepancies, the reasonable cost of such maintenance and repairs shall be assessed as a personal liability of the Owner and shall also constitute a lien on the property concerned and shall be billed to the Owner by certified mail and shall be due and payable within ten (10) days after posting. If said account remains unpaid for thirty (30) days, it shall be considered delinquent and a copy of the assessment may be filed in the Camden County Records as a lien, and such lien shall become collectable in the same manner as provided in Paragraph B2, Section VIII of these Indentures.

G. MAINTENANCE EASEMENT.

Grantor hereby grants to the Owner's Association a non-exclusive easement so that it, its designees, employees and agents shall have the right, license, permission and consent to free and unrestricted access upon and across all real property in THE VILLAGES for the purposes of carrying out the rights and obligations of the Owners Association under these Indentures, with the understanding that such easement shall not interfere with, conflict with, or intrude upon any approved prior and existing uses of said property. In consideration of the above right, license, permission, and consent the Owners Association agrees to indemnify and defend the Grantor, its successors or assigns, and the Owners of any Lot burdened by this easement against claims for death, personal injury and property damage arising out of the exercise of such access rights, but such indemnification shall apply only to the extent of any liability insurance coverage carried by the Owners Association and shall not entitle any indemnitee to collect any judgement against assets of the Owners Association or any of the Directors or Grantor separately or individually.

H. RESTRICTIONS ON TEMPORARY STRUCTURES OR CERTAIN VEHICLES.

No travel trailer, mobile home, motor home, boat, boat trailer, utility trailer or commercial vehicle shall be placed on any lot unless garaged in a manner approved by the Review Committee. No tent shall be placed or erected on any lot, nor shall any overnight camping be permitted on any lot.

I. CONSOLIDATING OR SUBDIVIDING LOTS

1. Lots may be subdivided if all portions of the lots so subdivided are conveyed to the owners of an adjacent lot(s), thereby enlarging such lot(s). The boundary between the enlarged lot(s) shall constitute the new back and side lines for the purposes of the Protective Covenants.

2. The subdivision authorized by this section shall be effective only if the owners of the lot being subdivided and the owners of the lots being enlarged join in the execution of a subdivision plat, setting forth the new boundary of the enlarged lots approved in writing by the President of the Owners Association and which is recorded in the Office of the Recorder of Deeds, Camden County, Missouri.

3. Said owners of the enlarged lots shall be liable for their pro-rated share of the assessments of the subdivided lots. If a building or any part of a building is placed on a portion of the subdivided lot, the owner to whom that portion was conveyed shall pay twice his pro-rated share.

J. WOODHAVEN VILLAGE LOTS

Lots 84 through 98 inclusive, and Lots 123, 124 and 125, will be within the gated community known as Woodhaven Village Estates. A minimum 3500 square foot residence may be built. The Board shall establish an additional assessment to be levied on such lots for the maintenance, repair and reconstruction of the gate and ancillary equipment and costs, to be levied, collected and enforced in the same manner as for regular assessments set forth in this Declaration.

SECTION VI
ROADWAY AND UTILITY EASEMENT

A. DEDICATION OF ROADS.

Each and every road and/or road right-of-way (the "Roadways") depicted on any validly executed and recorded Subdivision Plat within the Land subject to these Indentures, now or in the future, are hereby dedicated to and all right, title and interest therein is hereby conveyed to the Owners Association as established pursuant to these Indentures for the common benefit and use of all the Property Owners now or in the future within THE VILLAGES, together with the rights and authority to permit the Owners Association to dedicate, grant or convey all or any portion of any such Roadways and any improvements constructed therein to the County of Camden as a public road at such time as the County agrees to accept such right-of-way and the roads and improvements contained therein and agrees to maintain the right-of-way and any roads and improvements constructed therein.

B. UTILITY EASEMENTS.

There are hereby established and granted onto the Owners Association utility Easements for electric, water, telephone, cable, sanitary sewer, storm water drainage, circulation, or other such purposes required to provide public services within THE VILLAGES (hereinafter called "Utility Easements"). Such Utility Easements are hereby established and created within all common areas and green areas as depicted or defined on any validly recorded subdivision plat within the Land subject to these Indentures and in addition thereto based upon the property and right-of-way lines established on such subdivision plat, include those areas described as follows: (i) a twenty (20') foot wide strip of land parallel and adjacent to the right-of-way of any road or road right-of-way; (ii) a ten (10') foot wide strip of land parallel and adjacent to any side or rear property line; and (iii) the Roadways as set forth in Section VI (A) above, provided that the rights of Camden County if such Roadways have been dedicated to Camden County, shall be superior to the rights of any utility company within the Roadways. All such Utility Easements shall be a non-exclusive right to use the areas so designated above for the purpose of construction, reconstruction, maintenance, repair, and replacement of any utility line or line, conduits, pipes, transformers, junction boxes, other such improvements or appurtenances in connection, with and use of such Utility Easements. In addition to the other powers and authority's granted to the Owners Association hereunder the Utility Easements are hereby granted to the Owners Association with the right to regrant, confirm and convey said easements to any utility companies or other entity providing services within THE VILLAGES which shall include but not be limited to Four Seasons Water & Sewer Company, Southwestern Bell Telephone Company, Co-Mo

Electric Cooperative, Inc., Falcon Cable Company and any other utility provider or governmental or quasi governmental entity providing utility or other services within THE VILLAGES. Any such easement granted by the Owners Association to any utility or any other entity as set forth above shall not become effective until such easements have been conveyed by an appropriate instrument, document or agreement which has been placed in record in the Camden County Recorder's office.

SECTION VII
ADDITIONAL LAND MAY BE MADE SUBJECT HERETO

The Grantor, from time to time, shall have the right at any time before it has conveyed all of the Land then subject hereto to render other land also subject and subservient to these Indentures in all respects if such land is contiguous, adjoining or adjacent to Land then subject to this instrument by executing, delivering to Owners Association and recording in the Camden County Records a supplement to these Protective Indentures stating:

(a) A description of the land to be added to the Land subject and subservient to these Indentures.

(b) A statement that Grantor is the owner in fee simple of such land; or, in lieu thereof, all other persons, firms or corporations having an interest in such land to be added, shall join in such supplement.

(c) A statement of any additional restrictions and burdens to which the land to be added shall be subjected, if any, and a statement of any restrictions, burdens and provisions of these Indentures which shall be applicable in modified form, if any. Following the execution, delivery and recording of such supplement, but subject to its terms, such land to be added and the then and future property owners thereof shall in all respects be fully subject to these Indentures and any modification thereof and all rights, privileges, obligations, duties, liabilities, responsibilities, burdens and restrictions, including the right to serve as an elected member of the Board of Directors and to the payment of assessments as though said land had originally been included in and subject to these Indentures.

SECTION VIII
DURATION AND ENFORCEMENT

A. DURATION AND AMENDMENT OF INDENTURES.

Each of the conditions, covenants, indentures, restrictions and reservations herein contained shall continue and be binding upon the Grantor and upon its successors and assigns and upon each of them, and all parties and persons claiming under Grantor in perpetuity provided that any time after Grantor is the Owner of less than ten per cent (10%) of the Land subject to these Indentures, the Owners by a vote of two-thirds (2/3) of the cumulative voting rights of all the Lot Owners may, by written declaration signed and acknowledged by them and recorded in the Camden County Records, alter, amend, extend, supplement, add to, or terminate such restrictions, conditions, covenants and Indentures. The Board of Directors is granted the right and authority to alter, amend, extend, supplement, add to or terminate all or part of these Indentures, but only to the extent authorized by these Indentures or if required to comply with the rules of any governmental agency or law, whether federal, state or local. The Grantor so long as it or its successors or assigns owns at least ten per cent (10%) of the Land then subject to these Indentures may be written declaration signed and acknowledged by it and

recorded in the Camden County Records, alter, amend extend, supplement, add to, or terminate such restrictions, conditions, covenants and Indentures.

B. ENFORCEMENT.

The Indentures herein set forth and the covenants and conditions shall operate as Indentures running with the land into whosoever hands the above described property, or any part thereof shall come, and all provisions shall be enforceable at the suit of any Owner thereof, the Grantor or the Owners Association. The failure of an Owner, the Grantor, or the Owners Association to enforce any of the covenants herein set forth, at the time of violation, shall in no event be deemed to be a waiver of their right to do so to any subsequent violation.

1. Non-Payment of Assessment. Every assessment made pursuant to these Indentures shall become a lien on the Lot against which levied if not paid within thirty (30) days after notice is given as provided in Paragraph H 3c, Section IV, supra. If said assessments remain unpaid after said thirty (30) days, they shall be considered delinquent and shall bear interest at the rate of ten percent (10%) per annum compounded annually until paid. The Owners Association may record necessary documents in the Camden County Records setting forth such lien on the Lot or Lots in question and the lien and reasonable attorney's fees and all other costs in connection with any contempt or actual legal proceedings in connection with such collection shall be collectible as provided in Paragraph 2, below. The Owners Association shall, upon full payment, cancel or release said Lot from the lien of the delinquent assessment by executing, acknowledging and recording, at the expense of the Owner of the Lot affected, a release of such lien for the delinquent assessment with respect to the Lot affected. The lien of all assessments levied and recorded, as herein provided, shall take precedence over any and all mortgages and deeds of trust or any other liens placed on any of the property herein described after these Indentures have been recorded in the Camden County Records, or those filed prior to such recording if same have been subordinated to these Indentures, except for first mortgages or first deeds of trust held by any bank, savings and loan association, insurance company, pension fund or other so-called "institutional lender", which first mortgages or first deeds of trust shall be superior to such assessments arising subsequent to recording of such first mortgages or first deeds of trust.

2. Collection of Delinquent Assessment. Every Owner, purchaser, and person holding title to any Lot in THE VILLAGES hereby acknowledges, understands and agrees that in the event an assessment made against their Lot becomes delinquent for any reason, the Owners Association may institute and prosecute any legal proceedings at law or in equity, or both, against said owner, or person holding title to the Lot for which the assessment is delinquent, to compel such payment with interest, cost of suits and attorneys' fees attending the recovery of the delinquent payments. Said Lot for which the assessment shall be delinquent, shall at all times on occasion of such delinquency be liable to be sold under the order or decree of any court of competent jurisdiction under appropriate legal or equitable proceedings in the like manner as if the amount so due and unpaid with interest, costs and attorneys' fees was secured by a mortgage or deed of trust on such Lot, to the end that out of the proceeds of such sale the said amounts so delinquent be raised and paid, with interest, costs and attorneys' fees. The purchaser or purchasers, however, at any such sale shall take subject to these Indentures and to all of the covenants, easements, provisions, powers and the rights herein contained, created or granted, in the same manner and to the same extent as if said Owners had sold said Lot voluntarily, excepting that such sale shall release the Lot from the lien of the particular delinquent assessment on account of which said sale occurred.

3. Suspension of Privileges. The Board of Directors may suspend all voting rights and all rights of any Owner to use the Association's Common Areas for any period during which the Owners Association assessment against such Owner remains unpaid, or during the period of continuing violation of the provisions of this Declaration by such Owner after the existence thereof has been declared by the Board of Directors.

4. Fines. The Board of Directors may levy fines on Owners of lots violating any provisions of this Declaration, in accordance with a Schedule of Fines adopted by Resolution of the Board of Directors, and such fines may be a single fine for a violation (not to exceed Five Hundred Dollars (\$500), and may be accompanied by a continuing daily fine (not to exceed Ten Dollars (\$10) per day but not to exceed 100 days. No fine shall be levied unless the Owner has been given seven (7) days written notice, at the address of record, in which to comply or request a hearing before the Board of Directors or its appointed committee. If no request for hearing is made, the fine shall be deemed levied effective the eighth (8th) day from the date of notice. If a hearing is held, and the imposition of the fine is upheld, the fine shall be deemed levied as of the date the Board of Directors' or Committee issues its decision upholding the fine. The Board of Directors or Committee's determination shall be conclusive. If such fine is not paid within thirty (30) days of the date the fine is levied, the unpaid amount, plus interest at the rate of ten percent (10%) per annum, shall constitute and become a lien on the lot owned by the person fined. Any fine which becomes a lien may be enforced in the same manner and be subject to the same provisions as liens for unpaid assessments described in this Declaration.

C. LIABILITY OF DIRECTORS.

No one Director shall be liable for the acts of other Directors, and no Director herein shall ever be held personally liable for injury to persons or property by reason of any act or acts of commission or omission by said Board of Directors respectively or collectively. Neither the Owners Association or any Director or Officer shall be liable in damages to anyone submitting plans for approval or making any other request of the Board of Directors or Review Board, or to any owner, lessee or sublessee of property in THE VILLAGES by reason of mistake in judgement, negligence or nonfeasance of itself, its agent or employees, arising out of or in connection with the approval or disapproval, or failure to approve any plans or other requests. The Board of Directors is authorized to employ counsel and pay expenses of litigation to defend suits brought against the Owners Association or any member, its Directors and officers, employees or agents of the Board of Directors, by reason of any such act or acts set forth herein. The Board of Directors is also authorized to purchase liability insurance protecting themselves both as Directors and as individuals.

D. TRANSFER OF PROPERTY.

All sales or transfers or conveyances of ownership shall be reported by the holder of title upon completion of the transaction to the Board of Directors by certified mail indicating the property involved, the seller and the purchaser.

E. INVALIDATION OF PART.

In the event any of the conditions, covenants, indentures, restrictions, reservations, and easements contained in this instrument or any part thereof should be declared void or for any reason unenforceable, the validity and binding effect of the others shall be unimpaired and unaffected and the same shall remain in full force and effect.

F. INTERPRETATION.

As a matter of understanding and convenience for purposes of interpretation and enforcement, these Indentures are to be interpreted for the mutual benefit and protection of the Owners of lots in THE VILLAGES, which intent is set forth in Section III, General Purposes, of these Indentures.

G. CAPTIONS.

The captions, section numbers and article letters appearing in these Indentures are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of these Indentures nor in any way modify or affect these Indentures.

H. GOVERNMENTAL AND AGENCY REGULATIONS.

Each and every Lot and parcel of land in THE VILLAGES shall be subject to all present applicable laws, ordinances, rules and regulations and orders of the United States Government, the State of Missouri, and the County of Camden, Missouri.

IN WITNESS WHEREOF, the undersigned has caused these Indentures to be executed as of the day and year first above written.

SHAWNEE BEND DEVELOPMENT CO. L.L.C.

By /s/ J. Dale Perkinson
J. Dale Perkinson, as its authorized agent

STATE OF MISSOURI)
)SS
COUNTY OF ST. LOUIS)

On this 20th day of August, 1998, before me did appear J. Dale Perkinson, to me personally known, who being by me duly sworn did say that he is the Authorized Agent of Shawnee Bend Development Co. L.L.C., a Missouri limited liability company, and that said instrument was signed in behalf of said company by authority of its Members, and said J. Dale Perkinson acknowledged said instrument to be the free act and deed of said company.

s/s Paul C. Curran
Notary Public

My Commission Expires: s/s Feb.2, 2001

EXHIBIT "B"

Definition of Terms

"THE VILLAGES" and **"Land"** each shall mean the real property which is subject to these Indentures.

"Grantor" shall mean Shawnee Bend Development Co. L.L.C. and any successor or assign of Shawnee Bend Development Co. L.L.C. to whom Shawnee Bend Development Co. L.L.C., by specific reference to Shawnee Bend Development Co. L.L.C.'s rights as Grantor, specifically grants, conveys or assigns its right as Grantor hereunder. Any conveyance by Shawnee Bend Development Co. L.L.C., without such specific reference to its rights as Grantor shall not confer on the grantee any of Shawnee Bend Development Co. L.L.C.'s rights as Grantor hereunder.

"Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Recorder of Deeds for Camden County, Missouri, whether it be one or more persons, firms, associations, corporations, or other legal entities of fee simple title to any Lot, situated upon the Properties, but notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee or holder of a security deed, its successors or assigns, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure or proceeding or deed in lieu of foreclosure, nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Office of the Recorder of Deeds for Camden County, Missouri, in a long term contract of sale or deed covering any lot or parcel of land within the Properties, the Owner of such lot or parcel shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale or contract for deed shall be one where the purchaser is required to make payments on the property from the date of the contract, and where the purchaser does not receive title to the property until such payments are made, although the purchaser is given the use of said property.

A trust may be the owner of real estate governed by these By-Laws. The trustee of any trust which owns real estate shall be considered the owner, and a spouse of the trustee may serve on the Board of Directors for the Association.

"Developer" or **"Declarant"** shall mean Shawnee Bend Development Co. L.L.C. and its successors and assigns.

"Building Setback Line or Lines" shall mean the minimum distance which buildings, out buildings, driveways, patios, decks and other man made improvements shall be set back from the property lines.

"Lot" shall mean any lot with THE VILLAGES property as the same shall appear on any recorded subdivision plat.

"Undeveloped Lot" shall mean any Lot accessed by a paved street, with available water, sewer and electric utilities, but does not have a permanent structure constructed upon it.

"Developed Lot" shall mean any Lot with a permanent residential structure which is completed and ready for occupancy.

"Shall" and **"May"**. For purposes of this Indenture "shall" is meant to be a mandatory term or provision; "may" is meant to be a conditional or permissive term or provision.

EXHIBIT "C"

Exhibit "C" of this document is "The Villages at Shawnee Bend Construction Guidelines and Approval Procedures" as recorded at the Recorder of Deeds Office of Camden County, Missouri, and is an integral part of this First Amended and Restated Declaration of Protective Covenants The Villages at Shawnee Bend. A copy of this document should be obtained by any purchaser and thoroughly read.

SECTION "B"

Exhibit "A"
(consisting of 9 Pages)

A tract of land situated in and being a part of Section 3 and Section 4, T 39 N, R 16 W, Camden County, MO and being a part of a tract of land described by Deed recorded at Book 311, Page 227 of the Records of Camden County, MO; said tract being more particularly described as follows:

Commencing at the NW Corner of Lot 21 of Section 4, T 39 N, R 16 W; thence S 87° 52' 54" E, along the Northerly Line of said Lot 21, 2088.29 feet; thence leaving said Northerly Line, S 02° 07' 09" W, 254.18 feet to a point on the Southerly R.O.W. Line of Missouri Route 42, 270.00 feet right of Centerline Station 25 + 91.53 of said Missouri Route 42; thence along said Southerly R.O.W. Line along the following courses: thence N 30° 21' 39" E, 250.44 feet to a point 170.00 feet right of Centerline Station 30 + 00.00; thence N 50° 37' 08" E, 130.58 feet to a point 130.00 feet right of Centerline Station 31 + 50.00; thence S 85° 43' 24" E, 170.31 feet to a point 170.00 feet right of Centerline Station 33 + 50.00; thence S 60° 30' 39" E, 68.58 feet to a point 189.34 feet right of Centerline Station 34 + 11.22; thence S 87° 13' 08" E, 60.00 feet to a point 189.34 feet right of Centerline Station 34 + 68.78; thence N 52° 09' 38" E, 69.58 feet to a point 150.00 feet right of Centerline Station 35 + 50.00; thence S 78° 25' 23" E, 203.98 feet to a point 130.00 feet right of Centerline Station 37 + 92.11; thence S 68° 54' 11" E, 185.10 feet to a point 141.81 feet right of Centerline Station 39 + 52.11 feet; thence S 68° 54' 11" E, 841.97 feet to a point 165.00 feet right of Centerline Station 48 + 33.77; thence S 67° 09' 48" E, 216.90 feet to a point 140.00 feet right of Centerline Station 50 + 33.77; thence S 63° 25' 40" E, 315.14 feet to a point 190.00 feet right of Centerline Station 53 + 00.00; thence S 87° 35' 18" E, 179.20 feet to a point 181.69 feet right of Centerline Station 54 + 50.00; thence S 79° 08' 05" E, 197.00 feet thence along a curve to the left, 83.82 feet, the deflection angle

being $21^{\circ} 32' 30''$, the radius being 230.92 feet to a point 232.93 feet right of Centerline Station 56 + 75.88; thence along a curve to the left 62.31 feet, the deflection angle being $15^{\circ} 27' 37''$, the radius being 230.92 feet to a point 216.82 feet right of Centerline Station 57 + 24.45; thence $N 55^{\circ} 31' 43'' E$, 62.16 feet to the point of beginning; thence $N 55^{\circ} 31' 43'' E$, 73.99 feet, to a point 183.00 feet right of Centerline Station 58 + 26.00; thence $N 65^{\circ} 48' 41'' E$, 179.25 feet to a point 190.00 feet right of Centerline Station 59 + 75.00 feet; thence $N 45^{\circ} 15' 33'' E$, 449.26 feet to a point 170.00 feet right of Centerline Station 63 + 80.00; thence $N 27^{\circ} 15' 06'' E$, 161.07 feet to a point 155.14 feet right of Centerline Station 65 + 04.39; thence $N 60^{\circ} 21' 10'' E$, 110.68 feet; thence along a curve to the left, 141.95 feet, the radius being 246.48 feet, the long chord being $N 43^{\circ} 00' 39'' E$, 140.00 feet, to a point 268.88 feet right of Centerline Station 67 + 04.39; thence $N 26^{\circ} 30' 44'' E$, 497.90 feet; thence along a curve to the right 112.93 feet, the radius being 244.63 feet, the long chord being $N 39^{\circ} 02' 53'' E$, 111.93 feet to a point 219.49 feet right of Centerline Station 74 + 37.27; thence $N 03^{\circ} 29' 35'' W$, 65.80 feet to a point 149.66 feet right of Centerline Station 74 + 95.45; thence $S 62^{\circ} 53' 16'' E$, 84.16 feet to a point 230.62 feet right of Centerline Station 75 + 22.53; thence $N 72^{\circ} 33' 49'' E$, 268.28 feet to a point 283.73 feet right of Centerline Station 78 + 37.63; thence $N 72^{\circ} 40' 44'' E$, 80.09 feet to a point 287.33 feet right of Centerline Station 79 + 14.98; thence $N 72^{\circ} 40' 44'' E$, 225.88 feet to a point 286.52 feet right of Centerline Station 82 + 03.16; thence $N 72^{\circ} 40' 44'' E$, 125.31 feet; thence along a curve to the left, 62.89 feet, the deflection angle being $10^{\circ} 27' 20''$, the radius being 344.61 feet to a point 213.67 feet right of Centerline Station 84 + 03.16; thence $N 62^{\circ} 13' 25'' E$, 62.35 feet to a point 190.50 feet right of Centerline Station 84 + 50.00; thence $N 88^{\circ} 16' 50'' E$, 163.42 feet; thence leaving said R.O.W. Line $S 02^{\circ} 40' 41'' W$, 467.11 feet; thence $S 54^{\circ} 51' 45'' W$, 1217.97 feet; thence $S 34^{\circ} 16' 19'' E$, 390.48 feet; thence $S 12^{\circ} 46' 06'' E$, 218.40 feet; thence $S 06^{\circ} 25' 12'' E$, 180.62 feet to a point on a Closure Line along the approximate

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S 05° 51' 20" E, 84.20 feet; thence S 01° 45' 50" E, 64.37 feet; thence
S 09° 28' 06" W, 52.48 feet; thence S 54° 54' 32" W, 80.05 feet; thence
S 63° 11' 03" W, 70.09 feet; thence S 76° 10' 20" W, 42.97 feet; thence
S 82° 53' 34" W, 107.99 feet; thence S 20° 10' 09" E, 52.47 feet; thence
S 40° 54' 41" W, 41.98 feet; thence S 88° 51' 33" E, 33.09 feet; thence
S 76° 01' 21" E, 32.95 feet; thence S 38° 07' 02" E, 82.15 feet; thence
S 37° 11' 21" E, 60.87 feet; thence S 15° 28' 38" E, 45.05 feet; thence
S 10° 35' 11" E, 43.08 feet; thence S 05° 57' 28" W, 58.57 feet; thence
S 11° 07' 03" W, 53.88 feet; thence S 27° 27' 04" W, 75.73 feet; thence
S 02° 52' 45" W, 83.59 feet; thence S 07° 25' 37" W, 48.88 feet; thence
S 15° 29' 28" W, 117.85 feet; thence S 01° 31' 03" W, 68.74 feet; thence
S 03° 48' 17" E, 100.06 feet; thence S 17° 04' 42" E, 74.88 feet; thence
S 13° 05' 21" E, 117.23 feet; thence S 01° 28' 51" E, 138.50 feet; thence
S 00° 20' 14" E, 61.07 feet; thence S 28° 39' 01" W, 88.51 feet; thence
S 60° 59' 41" W, 47.09 feet; thence S 60° 33' 43" W, 40.36 feet; thence
S 84° 23' 58" W, 43.98 feet; thence S 15° 48' 45" W, 28.00 feet; thence
S 18° 45' 15" E, 61.37 feet; thence S 02° 27' 48" W, 47.25 feet; thence
S 13° 11' 26" W, 198.00 feet; thence S 28° 40' 32" W, 71.54 feet; thence
N 53° 02' 10" W, 61.25 feet; thence N 89° 47' 15" W, 78.93 feet; thence
N 13° 49' 42" W, 38.07 feet; thence N 78° 14' 22" W, 26.83 feet; thence
N 55° 14' 28" W, 58.63 feet; thence N 84° 44' 30" W, 38.04 feet; thence
S 68° 25' 12" W, 20.48 feet; thence S 83° 20' 45" W, 38.24 feet; thence
N 61° 30' 23" W, 28.24 feet; thence N 37° 20' 35" W, 19.22 feet; thence
N 21° 49' 20" E, 8.34 feet; thence N 68° 24' 55" W, 22.08 feet; thence
N 72° 47' 37" W, 38.47 feet; thence S 71° 28' 14" W, 39.73 feet; thence
S 74° 09' 34" W, 51.85 feet; thence N 69° 54' 59" W, 71.42 feet; thence
N 10° 50' 03" W, 61.98 feet; thence N 06° 09' 18" E, 45.52 feet; thence
N 12° 35' 13" W, 32.99 feet; thence N 34° 13' 16" W, 62.27 feet; thence
N 51° 48' 25" W, 31.87 feet; thence N 29° 09' 11" W, 42.49 feet; thence

N 00° 25' 47" W, 81.25 feet; thence N 15° 00' 26" W, 37.38 feet; thence
N 11° 24' 19" E, 69.74 feet; thence N 17° 33' 32" W, 14.92 feet; thence
N 49° 08' 50" W, 44.08 feet; thence N 32° 25' 32" W, 62.88 feet; thence
N 05° 24' 50" W, 90.19 feet; thence N 08° 18' 17" E, 65.81 feet; thence
N 18° 27' 51" E, 74.35 feet; thence N 31° 53' 55" E, 41.10 feet; thence
S 73° 41' 24" W, 67.87 feet; thence S 83° 11' 11" W, 49.34 feet; thence
N 79° 43' 40" W, 24.04 feet; thence N 42° 42' 25" W, 47.64 feet; thence
N 26° 41' 26" W, 55.21 feet; thence N 22° 03' 27" W, 57.94 feet; thence
N 12° 30' 28" W, 48.20 feet; thence N 18° 16' 50" W, 40.46 feet; thence
N 12° 07' 17" W, 42.43 feet; thence N 02° 19' 27" W, 40.44 feet; thence
N 09° 31' 17" W, 23.15 feet; thence N 05° 15' 52" W, 68.59 feet; thence
N 10° 42' 12" E, 24.71 feet; thence N 44° 55' 17" W, 51.82 feet; thence leaving
said Closure Line N 00° 05' 52" W, 907.04 feet to the point of beginning.

Containing 3863418.72 Sq. Ft. or 84.10 Acres.

Subject to all easements and restrictions of record.

HARMS, INC.
87-3029-E
10/24/97
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