

AMENDED INDENTURE OF TRUST AND RESTRICTIONS
MCGUFFEY PARK SUBDIVISION
Phase I and Phase II
March 4, 2006

Ballard Properties (the "Declarant"), and MCGUFFEY PARK HOMEOWNERS' ASSOCIATION, a Missouri Not-For-Profit Corporation, (the "Association"), make and enter into this Indenture of Trust and Restrictions ("Indenture") effective as of November 5, 1998.

WHEREAS, Declarant is the owner of certain real property located in Ozark, Christian County, Missouri, which is more particularly described as: *Ref. Book #320 Page 497B*

See Exhibit A attached hereto and incorporated herein.

WHEREAS, Declarant desires to create on the above-described property a residential community to be known as McGuffey Park with open spaces, streets, roads, walkways, swimming pool and other common ground and facilities ("Community"); and

WHEREAS, Declarant desires to insure compliance with those requirements and the general purposes and objectives upon which the Community has been established; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in the Community, to form a nonprofit corporation to which the Common Properties (as hereinafter defined) shall be conveyed, and which shall have the powers of maintaining, operating and administering the Common Properties and facilities and administering and enforcing the covenants and restrictions hereinafter set forth and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant will cause to be incorporated under the laws of Missouri as a nonprofit corporation, McGuffey Park Homeowners' Association, for the purpose of exercising the functions aforesaid; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained (hereinafter sometimes referred to as "covenants and restrictions") are jointly and severally for the benefit of Declarant and all persons who may purchase, hold or own from time to time any of the property covered by this Indenture.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

1. DEFINITIONS

The following words when used in this Indenture (unless the context shall prohibit or clearly indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to McGuffey Park Homeowners' Association, a Missouri nonprofit corporation, and its successors and assigns.

(b) "Board" shall mean the Board of Directors of the Association.

(c) "Properties" shall mean and refer to that certain real property herein described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(d) "Common Properties" shall mean and refer to those areas of land owned by the Association, and/or the easement, license or other occupancy or use rights which the Association may have in any portion of the Properties, or in other land or properties adjacent thereto, whether as an appurtenance thereto or otherwise, and which are intended to be devoted to the common use and enjoyment of the Owners of the Properties, including, without limitation, parks, open spaces, playgrounds, streets, subdivision entrance areas and monuments, street lights, storm water control easement areas and facilities, paths, walkways, green access areas and other trail systems, and other facilities for the benefit in common of such Owners as shown on the Final Plat of McGuffey Park and recorded in the Ref. Book 320 at Page 4978 in the Office of the Recorder of Deeds for Christian County, Missouri

(e) "Declarant" shall mean and refer to Ballard Properties, its successors and assigns if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

(f) "Lot" shall mean and refer to the subdivided parcels of land shown on the final recorded subdivision plat of the Properties (with the exception of the Common Properties as herein defined) to be improved with Single Family dwellings.

(g)

(i) "Phase I" shall mean the following numbered lots:

1, 2, 3, 4, 5, 6, 7, 8, 9, 10,
11, 12, 13, 14, 15, 16, 17, 18, 19, 20,
21, 22, 23, 24, 25, 26, 27, 28, 29, 30,
31, 32, 33, 34, 35, 36, 37, 38, 39, 40,
41, 42, 43, 44, 45, 46, 47, 48, 49, 50,
51, 52, 53, 54, 55, 56, 57, 58, 59, 60,
61, 62, 63, 64, 65, 66, 67, 68, 69, 70,
71, 72, 73, 74, 75, 76, 77, 78, 79, 80,
81, 82, 83, 84, 85, 86, 87, 88, 89, 90,
91, 92, 93, 94, 95, 96, 97, 98, 99, 100,
101, 102, 103, 104, 105, 106, 107, 108, 109, 110,
111, 112, 113, 114, 115, 116, 117, 118, 119

(ii) "Phase II-A" shall mean the following numbered lots:

176, 177, 178, 179, 180, 181, 182, 183, 184, 185,
186, 187, 188, 189, 190, 191, 192, 193, 194, 195,
196, 197, 198, 199, 200, 201, 202, 203, 204, 205,
206, 207, 208

(iii) "Phase II-B" shall mean the following numbered lots:

120, 121, 122, 123, 124, 125, 126, 127, 128, 129,

130,131,132,133,134,135,136,137,138,139,
140,141,142,143,144,145,146,147,148,149,
150,151,152,153,154,155,156,157,158,159,
160,161,162,163,164,165,166,167,168,169,
170,171,172,173,174,175

(h) "Single Family Dwelling" shall mean and refer to the building consisting of one dwelling unit to be constructed on each Lot.

(i) "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any Lot, including, but not limited to, the Declarant where applicable, but shall not mean or refer to any Mortgagee, unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(j) "Mortgage" and "Mortgagee" shall mean and refer also to a deed of trust and the trustee and beneficiary under a deed of trust, respectively.

2. EASEMENTS AND PROPERTY RIGHTS

(a) Every Owner and every resident of the Properties subject to this Indenture shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(i) The right of the Directors to take such steps as are reasonable necessary to protect the Common Properties against foreclosure; and

(ii) The right of the Directors to promulgate rules and regulations governing the use of Common Properties; and

(iii) The right of the Directors to suspend the voting rights and right to sue of the recreational facilities by any members or residents for any period during which any assessment remains unpaid; and for a period not to exceed sixty (60) days for any infractions of the published rules and regulations; and

(iv) The right of the Directors to charge reasonable admission and other fees for the use of any recreational facilities situated on the Common Properties and require licenses and license fees where it is deemed necessary by the Directors; and

(v) The right of the Directors to dedicate or transfer all or part of the Common Properties, or grant such easements and rights of way in and to the Common Properties, to any public agency, authority, or utility for such purposes and subject to such conditions as may be reasonably necessary for the development of the Community; provided that, subject to the foregoing exception, no conveyance or transfer of all or any of the Common Properties shall be effective unless an instrument agreeing to such conveyance or transfer has been recorded and approved by two-thirds (2/3) of each class of members at a meeting of the members or consented to in writing by at least eighty percent (80%) of the members pursuant to Section 6(k) hereof; and

(vi) The right of the Declarant or other builder developers to utilize the Common Properties for promotional and construction purposes during periods of development; and

(vii) The right of Owners to perpetual easements over any part of the Common Properties for such portion of their dwelling unit that may overhang any Common Properties, and if ingress or egress is typically provided to a dwelling unit over a particular portion of the Common Properties, then the right of said Owner of ingress and egress over such particular portion of the Common Properties; and

(viii) The right of Directors to enter into licensing agreements with commercial enterprises for the operation of recreation facilities and related concessions for the benefit of Owners and residents of the Properties; and

(ix) The right of the Directors to annex additional residential and Common Properties to the Community.

(b) The Common Properties shall be for the benefit, use, and enjoyment of the Owners, present and future, of the Community and, at the discretion of the Board of Directors, may also be used by residents outside the Community. If residents outside the Community are permitted to use the Common Properties:

(i) No Owner in the Community shall be denied the use of the Common Properties for any reason related to the extension of such privilege to non-residents of the Community; and

(ii) All rules and regulations promulgated pursuant to this Indenture with respect to Owners in the Community shall be applied equally to the Owners; and

(iii) All rules and regulations promulgated pursuant to this Indenture with respect to non-residents of the Community shall be applied equally to the non-residents; and

(iv) At any time after recording of this Indenture, a majority of the residents of the Community, by election duly called, may elect to allow or disallow usage of the Common Properties by non-residents of the Community.

(c) Every utility easement on each Lot shall constitute an easement for Utility purposes to serve any other Lot or Common Properties.

(d) In the event that any utilities and connections therefore serving a Lot are located in part on a lot other than the Lot being served by such utilities and connections, the utility company, the Owner of a Lot being served, and the contractors and employees of such company or Owner shall have the right and easement to enter upon the Lot which the utility line or connection is located for the repair, maintenance and replacement of such line or connection.

(e) There shall be and is hereby imposed on each Lot an easement for reasonable ingress and egress by or on behalf of the Owner of any adjoining Lot for the purpose of repair, maintenance or replacement of improvements on such adjoining Owner's Lot.

(f) Should any portion of any Single Family Dwelling or other improvement as originally constructed, or any planting or tree, overhang or encroach on an adjacent Lot, the Owner of any such Single Family Dwelling or other improvement, planting or tree shall have a license to enter upon such adjacent Lot for the purpose of necessary repair and maintenance of such overhanging or encroaching portion of such Single Family Dwelling or other improvement or to trim such overhanging or encroaching planting or tree. Should any portion of any Single Family Dwelling or other improvement as originally constructed overhang or encroach on an adjacent Lot ("Encroachment"), the Directors are hereby appointed as agent and attorney-in-fact for and on behalf of each of the Owners affected by the Encroachment and may petition the proper authorities for a boundary line adjustment or request such variance as may be necessary ("Adjustment/Variance") to allow for said Encroachment and the Directors, as agent and attorney-in-fact, may also execute and file of record such easement or other necessary documents of record on behalf of each Owner to effectuate such Adjustment/Variance granted upon the determination and payment of reasonable compensation, if any, to the Owner affected by such change to be paid from funds assessed against the Owner benefiting therefrom. All Owners shall be bound by any resulting Adjustment/Variance granted.

(g) There have been or may be designated on the subdivision plat or plats subject hereto driveway easements for the joint and mutual use and benefit of the Lots on which they are located and the Lots to which they provide access from a street. Those easements are to be held by the respective Owners of each of those Lots, and their respective heirs, executors, administrators, successors and assigns as appurtenant to the Lot owned by each of those Owners. The Owners of each of those Lots shall be jointly responsible for the maintenance and repair of the driveway improvements located on each such easement and each such Owner shall pay an equal share of the cost of maintenance. In the event that any such driveway improvement is not kept in good repair, upon Thirty (30) days' written notice by the Directors to each Owner, the Directors may cause such maintenance or repair to be provided and the reasonable cost thereof shall be charge and lien against each lot to which such driveway easement is appurtenant, in the amount of the equal portion of such cost allocated to such Lot. Said charge shall be enforceable in the same manner as herein provided in Section 5 hereof.

3. CREATION OF ASSOCIATION

(a) Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

(i) Class A: Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

(ii) Class B: The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A

membership on the happening of either of the following events, whichever occurs earlier:

(A) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(B) December 31, 2005.

4. DURATION

The covenants and restrictions established by this Indenture shall run with the land and continue and be binding upon Declarant and the Directors and upon their successors and assigns for the longer of the following:

(a) For the duration of the subdivision; or

(b) For a period of twenty (20) years from the date this Indenture is recorded, and shall automatically be continued thereafter for successive periods of fifteen (15) years each; provided, however, that the fee simple record Owners of the Lots now subject and hereafter made subject to this Indenture, by the approving vote of two-thirds (2/3) of the Lot Owners entitled to vote at a meeting of the Lot Owners, or the consent given in writing by at least eighty percent (80%) of the Lot Owners, pursuant to Section 6(k) hereof, may terminate the Indenture or release all of the Properties restricted thereby at the end of said twenty (20) year period or any fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing same for record in the office of the Recorder of Deeds of Christian County, Missouri, at least one (1) year prior to the expiration of said twenty (20) year period or of any fifteen (15) year period thereafter.

(c) In the event the subdivision is vacated, this Indenture shall terminate and the Board shall convey fee simple title to the Common Properties to the then Lot Owners as tenants in common and shall dissolve the Association pursuant to the vote of the members as provided above. The rights of the tenants in common shall be execrable appurtenant to and in conjunction with their Lot ownership. Any conveyance or change in ownership of any Lot shall convey with it ownership in the Common Properties, and no interest in the Common Properties shall be conveyed by an Owner except in conjunction with the sale of a Lot. The sale of any Lot shall carry with it all the incidents of ownership of the Common Properties although such is not expressly mentioned in the deed of conveyance; provided, however, that no right or power conferred upon the Directors shall be abrogated.

5. COVENANT FOR MAINTENANCE ASSESSMENTS

(a) Except as set forth in Subsection 5(h), the Declarant, for each Lot within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefore whether or not it shall be so expressed in any such deed or their conveyance, shall be deemed to covenant and agree to pay to the Association:

(i) Annual assessments or charges; and

(ii) Special assessment or charges, with such assessments or charges to be fixed, established and collected from time to

time as hereinafter provided, including, but not limited to, any charges or assessments created pursuant to Section 5(e) below.

(b) Any and all annual and special assessments, and charges as provided in this Section 5 together with such interest thereon and costs of collection thereof, shall be a charge against the title of each Lot and shall be a continuing lien upon the Lot against which such assessment or charge is made, which shall bind such Lot in the hands of the then Owner, his/her heirs, devisees, personal representative, successors and assigns without the need or requirement of filing any additional documentation with respect to such lien. Recording of this Indenture constitutes record notice and perfection of the lien as to assessments which become delinquent thereafter, together with interest thereon and cost of collection thereof as hereinafter provided. Further recording of a claim for assessment and/or charge under this Section 5 is not required. The Association shall be entitled to enforce collection of any and all of such assessment(s) and/or charge(s), interest and costs through enforcement of such lien, whether by foreclosure or otherwise. Each such assessment and/or charge, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the Owner of such Lot at the time when the assessment becomes due. Notwithstanding anything herein to the contrary, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and nonpayment of any such annual or special assessment shall not constitute a default under any federally insured mortgage. Furthermore, mortgagees of any such financing on a lot and/or improvements thereon shall not be required to collect, retain or escrow any assessments as referenced herein-above.

(c) The assessment(s) and/or charge(s) levied under this Section shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties or for maintaining the market value of the Properties and in particular for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized, and for the improvement, maintenance and operation of the Common Properties and all facilities thereon, including, but not limited to, the payment of taxes and insurance thereon, debt service and repair, maintenance, replacements and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof and for such other needs as may arise and for maintenance of reserves for the benefit of the Association.

(d):

(i) In addition to the annual assessment herein authorized, there may be levied in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement within or upon the Common Properties or any easement, street, drive, walkway or provision of necessary fixtures or personal property related thereto, provided that any such assessment shall have the consent given in writing and signed by at least eight percent (80%) of the members, pursuant to Section 6(k) hereof, or the approving vote of two-thirds (2/3) of the vote of each class of members who are voting, in person or by proxy, at a meeting duly called for such purpose, written notice of which shall have been sent to all members not less than thirty (30) days or more than sixty (60) days in advance and shall set forth the purpose of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of

membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In addition to other special assessments authorized by this Subsection (d), the Directors may make a separate special assessment, without a vote of the members, for the operation and maintenance of sewer systems, lakes and creeks and other storm water control easements and facilities including, but not limited to, retention and detention ponds. The assessment provided for by this paragraph of Subsection (d) shall be allowed and applicable until the operation and maintenance of such sewer systems and such lakes, creeks and other storm water control easements and facilities have been accepted for maintenance by an appropriate public body, agency or utility company. The Directors may also make a separate special assessment pursuant to this paragraph of Subsection (d) as necessary for compliance with all subdivision and other ordinances, rules and regulations of Christian County. Specifically, but not by way of limitations the Board of Directors may make provisions for the maintenance and operation of all street lights, roadways, easements and utilities.

(ii) The provisions of this Section 5 with respect to the establishment of fine dates, effect of non-payment and remedies for enforcement shall be applicable to any special assessment levied as herein-above authorized.

(e) In addition, the Directors may levy a special assessment or charge against any Owner and/or Lot for all costs and expenses incurred, including costs of collection interest, attorney's fees and other associated costs for purposes of making repairs or maintenance to a Lot or improvements thereon, which repairs or maintenance the Owner has failed to make or for repairing any damage caused by an Owner or such Owner's employees, agents, invitees or tenants. Nothing herein shall be deemed to impose absolute liability without respect to fault or negligence upon the Owners for damage to the Common Properties or the lots.

(f) Assessments shall be made in a manner and subject to the following procedure:

(i) As to annual assessments, on or before thirty (30) days in advance of each assessment year, as established by the Directors, the Directors shall prepare a proposed budget for the upcoming assessment year taking into consideration all anticipated items of expense, including reasonable replacement and other reserves. Based upon the proposed budget, the Directors shall set the due date for payment of the assessment, and may provide for a periodic payment schedule if deemed desirable by the Directors. If at any time during an assessment year, the Directors determine in their reasonable opinion that the annual assessment will not provide sufficient funds during the assessment year to cover the expense of items in the proposed budget and/or the expense of any items not indicated on the proposed budget which may occur and are non-extraordinary and reasonably necessary to the general operation of the Association and/or the Common Properties, then the Directors may levy an additional supplemental assessment for the remainder of the assessment year in the amount necessary to cover the anticipated revenue deficit for that assessment year.

The right and power to levy a supplemental annual assessment shall extend to the Directors of the first assessment year and each assessment year thereafter. Written notice of any levy of a supplemental assessment shall be given to each Owner and payment shall be made as directed by the Directors in such notice.

(ii) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment shall be one hundred dollars (\$100.00) per lot.

(iii) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(iv) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, or the consent in writing of at least eighty percent (80%) of the members pursuant to Section 6(k) hereof.

(v) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(vii) Any change or assessment imposed by the Association, with the exception of an assessment under Section 5(e) hereof, shall be divided among Owners on the basis of an equal amount per Lot.

(viii) Notice of any assessment shall be given by the Directors, either by mail, postage prepaid, addressed to the address shown on the real estate assessment records of Christian County or any appropriate municipality (and notice so given shall be considered given when mailed, or by posting a brief notice of the assessment upon the Lot itself.

(ix) The failure or delay of the directors to prepare or serve any budget or any annual or special assessment shall not constitute a waiver or release in any manner of any Owner's obligation to pay such assessment whenever the same shall be made, and in the absence of any annual assessment the Owner shall continue to pay at the then existing rate established for the previous payment.

(g) If any assessment or charge is not paid within thirty (30) days after the delinquency date, such assessment shall bear interest from the date of delinquency at the lesser of eighteen percent (18%) per annum or the highest rate allowed by law, and the Directors may bring legal action against the Owner personally obligated to pay same and, in addition, shall be entitled to the rights as set forth in Section 5(b) herein-above with respect to enforcement of payment of same. The Board of Directors is hereby authorized to notify any Mortgagee that the Board is taking steps to collect unpaid assessments or to enforce a lien against said Lot.

(h) The following properties subject to this Indenture shall be exempt from the assessments, charges and liens created herein:

(i) All Common Properties; and

(ii) All properties exempted from taxation under the laws of the state of Missouri; and

(iii) All lots owned by the Declarant or successor builder-developers, before title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sale in bulk or at wholesale to others for development or resale). Any lot located within lands added hereto, the Owners or residents of which are not eligible to use portions of the Common Properties, shall not be subject to assessment for such portions of the Common Properties.

(i) Each Lot Owner shall be responsible for the maintenance, repair and replacement of the lateral sewage line or lines servicing such Owner's Lot.

(j) The liability for all assessment may not be avoided by a waiver of the use or enjoyment of any Common Properties, services or recreation facilities, or by abandonment of the Lot against which the assessment was made, or by reliance upon assertion of any claim against the Board of Directors, the Association or another Owner.

(k) Nothing contained herein shall abridge or limit the rights or responsibilities of Mortgagees and nothing herein shall be construed to require a Mortgagee to collect the assessments provided for herein.

(l) This Section 5 does not prohibit the Association from taking a deed in lieu of foreclosure.

(m) A judgment or decree in any action brought under this Section 5 is enforceable by execution of the judgment and shall include costs and reasonable attorney's fees and paralegal expenses for the prevailing party.

(n) Any payments received by the Association in discharge for a Lot Owner's obligation may be applied to the oldest balance due.

6. SELECTION OF DIRECTORS: MEEIINGS OF OWNERS

(a) The Board of Directors of the Association shall consist of three (3) members: The original directors are Robert Ballard ("Director I"), Lena Ballard ("Director 2") and Larry Ballard ("Director 3"). During the period of service of Director 1, Director 2 or Director 3 or their appointed successors ("Original Directors"), one or more shall be subject to removal, with or without cause, and Declarant shall have the exclusive right to designate the successor to such removed Director for his or her unexpired period of service as provided for hereunder. Should any of the Original Directors die, resign, or cease to hold office as set out, or decline to act or become incompetent or unable for any reason to discharge the duties, or avail himself or herself of or exercise the right and powers hereby granted or bestowed upon them as Directors under this Indenture, then Declarant shall have the exclusive right to designate the successor thereto for his or her unexpired period of service as provided for hereunder. In the event that the provisions of this Indenture cannot be fulfilled due to unfilled vacancies among the Directors, a Lot Owner may petition the McGuffey Park Homeowners' Association to appoint or cause to be appointed a director to fill the

vacancy during said interim ("Interim Director"). Any Interim Director who is not an Owner shall receive a reasonable fee for services rendered and the fee shall be determined by the Directors who are not Interim Directors. The fee shall be levied as a special assessment against the Lots, which assessment shall not be subject to any limitations on special assessments, if any, contained in this Indenture.

(b) Until such time as Declarant has sold and conveyed all of the lots (regardless of whether such Lots are constructed and/or sold in phases), which may be subject to this Indenture to persons or entities or other than a successor builder or developer, the following procedure for designation successor Directors shall be followed:

(i) After Declarant has sold and conveyed fifty percent (50%) of the Lots which may be subjected to this Indenture to persons other than a successor builder or developer, Director 1, or his appointed successor Director shall resign and his or her successor shall be elected by the members other than Declarant at a special meeting of the, members to be called thereafter, such successor being the nominee receiving the highest number of votes cast. Such Director shall serve as Director until all Directors are elected by members other than Declarant under the provisions of Section 6(c) following.

(ii) After Declarant has sold and conveyed ninety Five percent (95%) of the Lots which may be subjected to this Indenture to persons other than a successor builder or developer, Director 2, or his/her appointed successor Director shall resign and his/her successor shall be elected by the members, other than the Declarant at a special meeting of the members to be called thereafter, such successor being the nominee receiving the highest number of votes cast. Such Director shall serve as Director until all Directors are elected by members other than Declarant under the provisions of Section 6(c) following.

(iii) After Declarant has sold and conveyed one hundred percent (100%) of the lots which may be subjected to this Indenture to persons other than a successor builder or developer, Director 3, or his/her appointed successor Director shall resign and his or her successor shall be elected by the members other than Declarant at a special meeting of the members to be called thereafter, such successor being the nominee receiving the highest number of votes cast. Such Director shall serve as Director until all Directors are elected by members other than Declarant under the provisions of Section 6(c) following.

(iv) Declarant, in its sole discretion, may (but shall not be required to appoint a second and/or third Director from the membership of the Association prior to the time designated for election of a second and/or a third Director as set out in paragraphs 6(b)(ii) and (iii) above. In anticipation of the Declarant exercising this option, the Association may call a special election in accordance with the provisions of this Indenture to elect an Owner or Owners to be the nominee(s) or Director(s) to be appointed by the Declarant under the provisions of this subparagraph (iv). In the event the Declarant does appoint the nominee(s) elected by the Association as the second and/or third Director(s) prior to the time set forth in paragraph 6(b)(ii) and (iii) above, then such nominee(s) shall become a Director(s) with full powers and shall not be subject to removal by the Declarant, just as if such nominees(s) were elected

pursuant to the provisions of 6(b)(ii) and(iii), and no Director(s) shall be elected by the members under the provisions of 6(b)(ii) and (iii) and the appointed nominee(s) shall serve as Director(s) until all Directors are to be elected by the Owners under the provisions of paragraph 6(c). The Declarant shall exercise its option to appoint the Association nominee(s) by recording a written instrument evidencing the exercise of such option in the Christian County, Missouri land records.

(c) After Declarant has sold and conveyed all of the lots which may be subjected to this Indenture other than to a successor builder or developer, the following procedure shall be followed:

(i) All of the then active Directors shall resign; and

(ii) At a special meeting of the members, three (3) Directors shall be elected, one for a term of three (3) years, one for a term of two (2) years and the third for a term of one (1) year; and

(iii) After the expiration of the term of office of the Directors elected as provided in Section 6(c)(ii), each successor Director must be a member, and shall be elected by members, and each such successor Director shall serve for a term of three (3) years so that the terms shall be continuously staggered, one (1) Director being elected at each annual meeting of the members.

(d) Following each annual meeting of the Association as provided for herein, the Directors shall designate one (1) of its members to serve as President, one (1) member to serve as Vice-President, and one (1) member to serve as Secretary/Treasurer, until the time of the next following annual meeting.

(e) There shall be an annual meeting of the Association (subject to the provisions of this Section (6)) to be held on the first Saturday of March of each year during the term of this Indenture, said meeting to be held at a convenient place in the County of Christian, and there may be special meeting of the Association as may be called by any one of the Directors, also to be held at a convenient place in the County of Christian. No less than ten (10) days' notice in writing to each member of the time and place of any annual or special meeting shall be given by the Directors or by the Director calling said meeting, by depositing same in the United States mail, properly addressed to the address shown on the real estate tax assessment records for each Owner and with postage prepaid. The successor to an elected Director whose term has expired shall be elected at the special meeting called for that purpose. At any annual or special meeting each Lot shall be entitled to one (1) vote and any action or proposal to be approved shall require approval by a majority of votes cast at such meeting. Any vote may be cast in person or by proxy. Any designation of a proxy shall be on a form approved by the Directors and shall be filed with the Directors at least forty-eight (48) hours before any meeting at which such proxy will vote. Any member who has failed to pay any assessments due and payable shall not be entitled to vote at any annual or special meeting provided for herein. The person or persons receiving the highest number of votes cast shall be deemed elected and shall, upon his, or her or their acceptance in writing, at once and by force of this Indenture imposed, succeed to, be vested with, and possess and enjoy as a joint tenant but not as a tenant in common, with the remaining Directors, all of the estate, rights, interests, privileges and powers granted by this Indenture to the Directors. In the event that any Director elected hereunder shall die or

become unable for any reason, to discharge the duties or avail himself or herself of or exercise the rights and powers herein granted or bestowed upon him/her or them as Directors under this Indenture, then and thereupon, it shall be the duty of the remaining Directors to select a successor.

(f) If a Lot is jointly owned, only one person shall be entitled to vote for the Owners of that Lot and such person shall be known as the "Voting Member." If a Lot is jointly owned and if one of the multiple Owners of that Lot is present at a meeting of the Association, he or she shall be entitled to cast the vote allocated to that Lot. If more than one of the multiple Owners are present, the vote allocated to that Lot may be cast only in accordance with the agreement of the majority in interest of the multiple Owners. Once the majority position has been established the Voting Member shall cast the vote. There is majority agreement if any one of the multiple Owners casts the vote allocated to that Lot without protest being made to the person presiding over the meeting by any of the other Owners of the Lot. A corporation, if an Owner, shall act through its president or through another officer or director as the board of directors of that corporation designates in writing. A partnership, if an Owner, shall act through a partner as designated by the partnership in writing. A trust, if an Owner, shall act through its trustee. If there is more than one such trustee for a trust, then the beneficiaries of such trust shall designate in writing which trustee shall be entitled to vote. All designations of Voting Members shall be held by the Board of Directors.

(g) All Directors, except Interim Directors and the Original Directors, shall be Owners. If any Owner is a corporation, partnership or trust, then any partner, officer, director, employee or agent of such corporation or partnership or trustee of such trust may be a Director.

(h) No business may be transacted at any meeting (special or general) at which there is not a quorum, except as provided below. Except as otherwise provided herein, a quorum shall be deemed present at a meeting of the association if the members in attendance at the beginning of the meeting represent at least ten percent (10%) of the votes of each class of members eligible to vote at the time of the meeting, either in person or by proxy. If proper notice is given and a meeting called at which the proposed business cannot be conducted because of failure to achieve a quorum, then the Directors may either:

(i) Propose business at such second meeting; or

(ii) Take a vote of the Association on any proposed business by written ballot of the members in lieu of meeting.

(i) A quorum is present at a meeting of the Directors if a majority of the Directors are in attendance. All actions of the Directors shall be by majority vote. The Directors may take action by majority vote on written ballots or by unanimous consents in lieu of a meeting.

(j) For the period from the date of execution hereof until such time as there are fewer than two Original Directors still serving, at the option of the then existing Directors, an annual meeting of the Association shall be held. During such period, the Directors may appoint an advisory board consisting of Owners. The number of members of such advisory board shall be the number deemed appropriate by the Directors from time to time. The members of such advisory board shall serve at the will of the Directors. The advisory board shall serve at the will of the Directors. The advisory board shall be formed for the purpose of

reporting to and/or advising the Directors concerning the status and operation of the Properties. Such advisory board may hold informal meeting of members if so desired by the advisory board, but such meetings are not required.

(k) Notwithstanding anything contained herein to the contrary, any action required or permitted to be taken herein by approval of the Members may only be taken without a meeting of the Members, if the action is approved by Members holding at least eighty percent (80%) of the voting power. The action must be, evidenced by one or more written consents, signed by Members representing at least eighty percent (80%) of the voting power and delivered to the Association. Such written consents shall be filed by the Secretary with the minutes of the proceedings of the Members and shall have the same force and effect as a vote at a meeting duly held. Written notice of such Member approval shall be given to all Members who have not signed a written consent. If written notice is required because consents have not been received from all of the Members, such Member approval shall be effective ten (10) days after such written notice is given.

7. RESERVATION OF EXPENDITURES

The Declarant reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended, deposited, placed in escrow, or subsequently provided by it for utility facilities or services, streets, subdivision fees or for any other purpose of any nature or description with respect to any subdivision or land which is now or may in the future be made subject hereto. Declarant further reserves the right to receive and retain any monies, damage payments or condemnation award for any easement or other interest granted or condemned as to any street or Common properties within the Properties.

8. ARCHITECTURAL CONTROL

(a) From and after such time as a Lot becomes subject to assessment as provided herein, no building, fence, wall, driveway or other structure or improvement of any sort shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition or removal of all or any part thereof, or exterior change or alteration in any improvement thereon be made, nor shall any removal of any tree with a three inch or greater caliper or any change in grade or slope of any Lot be made until all plans and specifications showing the degree, nature, kind, shape, size, square footage, freight, elevation, materials, colors, location of the same entrances and driveways, and configuration of all improvements upon said Lot shall have been submitted to and approved by the Directors. All decisions rendered by the Directors shall be deemed final.

(b) It is the intent of this Indenture that the restrictions of this Section shall not apply for Declarant until such time as the Lot is subject to assessment as provided herein.

(c) With respect to architectural approvals, the Directors, at their option, may appoint an architectural approval committee comprised of not less than three (3) or more than five (5) Owners to review all proposed construction and submit recommendations of approval or disapproval of same to the Directors. All requests, for approval submitted to the Board of Directors shall be deemed automatically approved if no response is given within sixty (60) days of making submissions.

(d) General requirements

(i) Minimum square footage shall be as follows:

(A) Houses in Phase I (as defined in Section 2(g)) shall have a minimum square footage of 1200 square feet not including garages, porches and/or basements.

(B) Houses in Phase II-A (as defined in Section 2(g)) shall have a minimum square footage of 1600 square feet not including garages, porches and/or basements. Two (2) story houses in Phase II-A (as defined in Section 2(g)) may have a minimum of 1400 square feet on the main level and a minimum of 800 square feet upstairs.

(C) Houses in Phase II-B (as defined in Section 2(g)) shall have a minimum square footage of 1400 square feet not including garages, porches and/or basements. Two (2) story houses in Phase II-B (as defined in Section 2(g)) may have a minimum of 1200 square feet on the main level and a minimum of 600 square feet upstairs.

(ii) All houses must have at least a two (2) car garage.

(iii) Exterior of houses shall be as follows:

(A) In Phase I (as defined in Section 2(g)) a minimum of 120 square feet of the front of the house must be of brick, stone and/or stucco. Balance may be of vinyl siding. No painted siding will be allowed.

(B) In Phase II-A (as defined in Section 2(g)) a minimum of seventy five percent (75%) of the entire house must be of brick, stone and/or stucco. Balance may be of vinyl siding. No painted siding will be allowed.

(C) In Phase II-B (as defined in Section 2(g)) a minimum of seventy five percent (75%) of the front of the house must be of brick, stone and/or stucco. Balance may be of vinyl siding. No painted siding will be allowed.

(iv) Roof pitch shall be as follows:

(A) Houses in Phase I (as defined in Section 2(g)) may not have less than a 6-12 pitch.

(B) Houses in Phase II-A and Phase II-B (as defined in Section 2(g)) may not have less than a 7-12 pitch.

(v) All setbacks will be according to those established by the city of Qzark, MO.

(vi) Front and side yards are to be sodded. Balance may be seed and straw.

(vii) All yards are to have at least two (2) 1 inch Caliper trees and three (3) shrubs. Existing trees may, upon decision of the Directors, be used to meet this requirement.

(viii) All fencing to be approved, in writing, by the Directors as set forth in Section 10 (x) of this indenture.

(ix) The no-build zones, below the 1308 feet elevation, as set by the city of Qzark, must be observed.

(e) A Lot Owner may not change the appearance of the improvements within or upon the Common Properties.

(f) All additions, alterations and improvements to the Lots and Common Properties shall not, except pursuant to prior approval of the Board of Directors, cause any increase in the premiums of any insurance policies carried by the Association or by the Owners of any Lots other than those affected by such change.

9. DIRECTORS DUTIES AND POWERS

The Directors shall have the following rights, powers, duties and obligations:

(a) To acquire and hold the Common Properties and to transfer or sell the Common Properties in accordance with the provisions provided for herein including Sections 2(a)(v), 4 and 11(h), to exercise control over the Common Properties, continuously maintain, improve and operate same with landscaping, shrubbery decorations, building, recreational facilities and structures of any kind or description, and any and all other types of facilities in the interest of the health, welfare, safety, recreation, entertainment, education and for the general use of the Owners of the Properties, to grant such easements and rights-of-way over the Common Properties to such utility companies or public agencies or others as they shall deem necessary or appropriate in accordance with the provisions of Section 2(a)(v), to make rules and regulations, not consistent with the law and this Indenture, for the use and operation thereof and in every and all respects govern the operation, functioning and usage of the Common Properties.

(b) To maintain, repair and replace any improvements on Lots which have been neglected and to charge the Owner thereof with the reasonable expense incurred, which shall be a lien against the Lot owned by such Owner and improvements thereon pursuant to Section 5(e) hereof.

(c) To exercise such control over the easements, streets, drives, trail systems, walkways, green access areas and rights-of-way (except for such as have been or may hereafter be dedicated to public bodies or agencies) as is necessary to maintain, repair, supervise and insure the proper use of said easements, streets, drives, trail systems, walkways and rights-of-way by the necessary public utilities and others, including the right (to themselves and to others to whom they may grant permission) to construct, operate and maintain on, under and over said easements, streets, drives, trail systems, walkways and rights-of-ways, street lights, sewers, pipes, poles, wires and other facilities and public utilities for service to the Lots within the lands subject hereof, and to establish traffic regulations for the use of such streets, drives and walkways to operate and maintain a system of street lights and pay electric utility payments on the system at such time as the system is completed and delivered to the Directors, and to operate and maintain any storm water control easement and facilities, including lakes and other retention areas, serving any portion of the Properties, which have not been accepted for maintenance by any appropriate public body, agency or utility company.

(d) To plant, care for, maintain, spray, trim, protect and replace trees, shrubbery and vegetation within any rights-of-way, to decorate the entranceway to the subdivision by appropriate landscaping or by a subdivision sign or in such other manner the Directors shall deem appropriate.

(e) To dedicate the private streets, drives, walkways, or rights-of-way, or any portion or portions thereof, when such dedications should be accepted by an appropriate public agency.

(f) At the discretion of the Directors, to designate certain parking areas for the sole and exclusive use of Owners, their occupants, guests or invitees.

(g) To clear rubbish and debris and remove grass and weeds from and trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any neglected property, and to charge the Owners thereof with the reasonable expense so incurred, which shall be a lien against such parcel of neglected property. The Directors, or their agents or employees, shall not be deemed guilty or liable for any manner of trespass for any such abatement, removal or planting.

(h) At the discretion of the Directors, to provide for the collection of trash, rubbish and garbage and otherwise to provide such services as shall be in the interest of the health, safety and welfare of the Owners and residents, and to enter into and assume contracts for such purposes covering such periods of time as they may consider advisable; provided, however, that neither Declarant, nor the Association, nor their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees shall provide or maintain or be responsible for providing or maintaining, in any way, security for all or any portion of the Properties, and for any Owners, or Owners principals, shareholders, partners, agents, family members, invitees or guests. Furthermore, each and every Owner, its principal(s), shareholder(s), partners, agents, family members, invitees and guests, hereby release and hold harmless the Declarant (including any successor building or developer) and the Association, and their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees from and against any and all claims, demands and liabilities for any damage to real or personal property or injury or death resulting in any way, due to the existence or level of security provided with respect to the Properties.

(i) In exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Indenture, from time to time to enter into contracts, employ agents and other employees as they deem necessary or advisable, employ counsel to advise the Directors or to institute and prosecute such suits as they deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Directors.

(j) To receive, hold, convey, dispose of and administer in trust for any purpose mentioned in this Indenture any gift, grant, conveyance or donation of money or real or personal property.

(k) With regard to all property, real, personal or mixed, owned or held by them as Directors, the full and unqualified right, power and authority to:

(i) Make all contracts and incur all liabilities necessary, related or incidental to the exercise of the Directors'

powers and duties hereunder, including the construction of improvements.

(ii) Purchase insurance against all risks, casualties and liabilities of every nature and description.

(iii) Borrow money, including making a permanent, temporary or construction loan, make and execute promissory notes or incur liabilities and obligations with respect thereto and to grant a lease or leasehold security interest in Common Properties to secure such obligations such that the secured party could charge admissions for the use of said Common Properties to Owners or a wider public until the loan with respect thereto was repaid.

(iv) Sell, convey, trade, exchange, use, handle, manage, control, operate, hold, and deal in and with, in all respects, limited only as provided in this Indenture or by law.

(l) In the event it shall become necessary for any public agency to acquire all or any part of the Common Priorities for any public purpose, the Directors are hereby authorized to negotiate with such public agency for such acquisition and to execute such instruments as may be necessary for conveyance to any such public agency subject to the provisions of Section 2(a)(v). Should acquisitions by eminent domain become necessary, only the Directors need be made parties, and subject to the reservation by Declarant, as provided in Section 7 hereof, any monies, damage payments or condemnation award shall be held by the Directors for the benefit of the Owners of the Lots subject hereto.

(m) The Directors shall deposit the funds coming into their hands, as Directors, in a state or national bank protected by the Federal Deposit Insurance Corporation.

(n) All rights, powers, duties, privileges and acts of every nature and description conferred upon the Directors by the terms of this Indenture may be executed and exercised by a majority of the Directors, unless otherwise provided herein. The Directors shall not be personally liable for their acts in the performance of their duties, except for dishonesty or acts criminal in nature, and the Association shall indemnify and hold the Directors harmless from all such acts to the extent permitted by law.

(o) Notwithstanding any other condition herein, the Directors shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of Christian County and the City of Ozark, Missouri, as applicable, and any other governmental entity of which the Properties may become a part. Specifically, and not by way of limitations the Directors shall make provision for the maintenance and operation of all street lights, roadways, storm water facilities and easements not otherwise accepted by a public agency or utility.

(p) At the discretion of the Directors, the Directors may enter into licensing agreements with commercial entities for the management and operation of any portion of the Common Properties, including, without limitation, any recreational facilities and/or any related concessions, for the benefit of the Owners and residents of the Properties.

(q) The Directors, upon proper approval from appropriate governmental authorities, shall have the power to erect ornamental entrance monuments to the Properties, such monuments to be located on

the street corners and/or median within the street right-of-way and adjacent easements as may be shown on any recorded subdivision plat of the Properties. The Directors shall have the duty to maintain and repair those monuments, together with all related equipment, utility facilities and landscaping located on the aforementioned corners, median and/or easements. If required to do so in writing by Christian County or the City of Ozark, Missouri, or appropriate governmental entities, the Directors shall, within thirty (30) days of receipt of the aforementioned request, remove the entry monuments from the aforementioned street corners and/or median.

10. USE RESTRICTIONS

(a) The following restrictions shall apply to all portions of the Properties, and Declarant, for and on its behalf and on behalf of each and every subsequent Owner of any Lot therein, their grantees, lessees, successors and assigns, covenants that:

(i) No building or structure shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Directors. No residence, other than one (1) Single Family Dwelling may be constructed on each Lot.

(ii) No exterior storage buildings shall be allowed on the Properties without the approval of the Directors. No exterior storage buildings shall be allowed on the Properties without the required permit from the city of Ozark, Christian County, MO. Exterior storage buildings may not exceed 10' by 14' (140 sq ft).

(iii) No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the maintenance of such facilities as are incident to the sale of residence nor the carrying on of promotional activities by the Declarant, or any successor builder-developer, nor the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances.

(iv) No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

(v) Each Owner shall maintain and keep his lot in good order and repair.

(vi) No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind, shall be brought onto or kept on any portion of the Properties, except that no more than three (3) dogs, cats, or other household pets (except house pets with vicious propensities) in accordance with the City of Ozark laws/ordinances. The keeping of any pet which by reason of its noisiness or other factor is a nuisance or annoyance to the neighborhood is prohibited. The keeping of any pet which by reason of its vicious propensities poses a threat to the health, safety or welfare of the residents of the Properties is prohibited. All pets must be kept silent after 10:00 P.M.

(vii) No signs, advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any Lot; provided, however, that nothing herein shall prohibit (A)

Owners from placing one "for Sale" or "For Rent" sign (not to exceed 2 feet x 4 feet in dimension) on a Lot, or (B) signs erected or displayed by Declarant or by a successor builder-developers in connection with the development of the Properties and the sale, rental, and/or construction of improvements on the Lots.

(viii) No structure of a temporary character, trailer (except those placed for the purpose of construction and approved by the Directors), basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence temporarily or permanently. No outbuildings, detached garages, sheds, barns, shacks or structures whether of temporary character or not other than the residences constructed on Lots shall be constructed or maintained on any Lot in any portion of the Properties.

(ix) No clothesline, and no above-ground swimming pools shall be allowed, constructed or placed upon any Lot in any portion of the Properties, and no in-ground swimming pools shall be allowed, constructed or placed upon any Lot in any portion of the Properties without the prior written approval of the Directors.

(x):

(A) No fences or screening of any kind shall be erected or maintained on any Lot without the prior written consent of the Directors as to location, material and height, and the decision of the Directors to approve or reject a fence shall be conclusive; but nothing herein contained shall (i) prevent placement of fences by the Association on the Common Ground or (ii) affect or limit the rights of Declarant to erect privacy fences as part of the development. The Board may require an application be submitted setting forth the proposed location, material and height of all such fences. No fences or screening of any kind shall be erected or maintained on any Lot without the required permit from the city of Ozark, Christian County, MO.

(B) The Directors' review of all fences for approval shall assure that such fences adhere to the following standards and requirements unless applicant can demonstrate to the satisfaction of the Directors that strict adherence to such standards and requirements would (a) create an undue hardship on applicant; and (b) approval would be in the best interests of the subdivision.

(1) Maximum height of 72" for full perimeter fencing.

(2) Fencing shall only enclose the rear yards of any residence. Rear yard fencing shall be full perimeter and no fencing shall be erected or maintained on any Lot between the rear of the residence constructed upon such Lot and the street upon which such Lot fronts. Fencing must start at the rear corners of the residence constructed. Fencing must be within four inches (4") of the Lot lines and Lot corners. Supporting structures on all fences shall

be placed on the side of the fence facing the property being fenced. With respect to corner lots, fencing along the side of the rear yard facing the street shall not be placed any nearer to said street than four inches (4") of the building line limit established by the subdivision plat. Lots may have exceptions at the sole discretion of the Directors. Fencing may be disallowed, on some corner lots in **Phase I** and **Phase II-B** (as defined in Section 2(g)) and may be disallowed on any lot in **Phase II-A** (as defined in Section 2(g)), at the discretion of the Directors.

(3) The Directors, in their discretion, may, but shall not be obligated to, require that all Lots be professionally surveyed to assure proper fence locations prior to installation thereof.

(4) All wood fences are to remain in their natural state, that is, they cannot be painted a color.

(5) Swimming pool and patio privacy fencing will be handled on a case-by-case basis. Request must be made in writing as stated above.

(6) All posts shall be anchored in a base of concrete at least one (1) foot six (6) inches into the soil.

(7) No chain link fencing shall be allowed on any lot without pre-approve of the Directors.

(xi) Nothing contained in this Indenture shall restrict, limit, inhibit or prevent the Declarant, its successors or assigns from developing the Properties and building residences and selling the same.

(xii) No Lot shall have an exterior solar collector system, wind generator system, or any similar type system or appliance without Director approval pursuant to Section 8(a) hereof.

(xiii) No exterior television, radio aerial, antenna, receiving dish, satellite dish, or any other device for the reception or transmission of radio or television or other electronic signals (hereinafter referred to as "Antenna") shall be erected or maintained on any Lot or upon the exterior of any dwelling or the Common Property except with the prior written approval of the Directors. The Directors or their designated committee shall approve an application for the installation of an Antenna only upon the following conditions:

(A) Only one Antenna and/or dish (hereinafter collectively referred to as "receivers") per Lot.

(B) The receivers shall be for the personal use of the Owner or resident.

(C) The receivers shall not be visible in the view from the street towards the dwelling (including the street

view of dwellings on corner Lots), except for that portion of the receivers that rise above the dwelling, subject to the approval of the Directors.

(D) The Lot Owner shall satisfy one of the following:

(1) The receivers shall not be visible from the neighboring Lots, streets or common areas; or

(2) The receivers shall be reasonably disguised to resemble and in fact shall be reasonably indistinguishable from structures, devises or improvements otherwise allowed in the Community and/or by this Indenture.

(E) The receivers shall not pose any known or verifiable hazards to the health of the residents of the Lot Owner or the neighboring Lots. The Directors may require, in their sole discretion, that certain tests be performed on the receivers at the expense of the Lot Owner at any time before or after the installation of the receivers.

(F) The Directors or their designated committee shall have the power to require such specific forms of screening (fencing, shrubbery, etc.) as the Directors deem appropriate in order to effectuate the intent of this Section.

(G) All installations must comply with local zoning requirements and building codes if applicable.

(H) The Directors reserve the right to require any repair, maintenance, additional landscaping or testing to the receivers at any time after the installation thereof. Failure to comply with this Section shall be enforceable by a schedule of fines as published by the Directors from time to time. Said fines shall be collected and enforced in the same manner as an assessment. The Directors shall have the further right to take such action to enforce this Section with all remedies available to it in law or equity.

(I) The granting of the written permission to install the receivers pursuant to this Section shall be a revocable license issued by the Directors to the Lot Owner and his/her/its successors which may be revoked if the Lot Owner does not remain in compliance with the terms of this Section as amended from time to time.

(xiv) No Lot shall be re-subdivided nor shall a fractional part of any Lot be sold without the consent of the Directors. This provision shall not, however, require the consent of the Directors for the sale of an entire Lot as shown on a final recorded subdivision plat.

(xv) Personal property, including, without limitation, boats, trailers, trucks with a gross vehicle weight in excess of one (1) ton, campers and recreational vehicles, shall not be placed or stored permanently or temporarily in the open or in an un-enclosed carport on any Lot, nor shall they or any motor vehicle of any type or description be parked for any time on the

unpaved portion of any Lot or on any street "overnight". For purposes hereof, overnight shall be defined as being any time between the hours of 12:00 a.m. and 8:00 a.m.

(xvi) No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored in the open on any Lot, but shall be kept secured with the improvements located on each Lot; provided that after 6:00 P.M. on the day prior to the day designated for trash pick-up, trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pick-up; provided further that trash cans or receptacles shall be removed and secured within the improvements for each Lot prior to sundown of the designated pickup day.

(xvii) All water and other sewer systems servicing the Property (other than lawn sprinkler systems servicing any single Lot or a sprinkler system servicing the Common Properties) shall be constructed by the Declarant or any subsequent builder or developer. No Owner or occupant of any Lot in the Property shall construct any water or other sewer system on the Property, other than a lawn sprinkler system servicing a single Lot.

(xviii) No motor vehicle or equipment shall be repaired or otherwise serviced in front of or adjacent to any residence in the Property. No abandoned cars, motorcycles, jeeps, trucks, or other motor vehicles of any kind whatsoever that are unable to move under their own power and no mobile homes, campers, buses, boats or boat trailers may be stored or suffered to remain upon any of the Common Properties or Lots other than in an enclosed garage.

(xix) No activity shall be conducted or permitted on the Common Properties which would create a nuisance, disturbance or excessive noise or commotion. The Association shall have the right to prohibit, restrict and prevent such gatherings or assemblies of individuals on the Common Properties under such reasonable rules and regulation as the Association, in its sole discretion, may from time to time determine.

(xx) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of the Property. No above-ground gas or propane storage tanks shall be permitted upon or in any Lot or portion of the Property.

(xxi) No above-ground structure, other than required street lights, may be erected within a cul-de-sac, divided street entry island or median strip without the written approval of the proper governmental body

(xxii) No fences, walls, trees, hedges or shrubs shall be erected or maintained in such manner so as to obstruct sight lines for vehicular traffic.

(xxiii) The Board may require a reasonable deposit in connection with the proposed erection of any building or structure in the property approved in accordance with this Indenture, in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent Lots and parcels, and that any and all damages to subdivision improvements shall be repaired.

11. GENERAL PROVISIONS

(a) Any subsequent builder or developer shall be responsible in the same manner as Declarant with respect to that portion of the Properties developed by said builder-developer for construction of all major improvements, and the establishment and conveyance of Common Properties.

(b) The Directors, or the Owner of any Lot subject to this Indenture, shall have the right to enforce, by any proceeding At law or in equity, all of the covenants, conditions, restrictions and provisions hereof, either to restrain or enjoin a violation or threatened violation or to recover damages. Failure or forbearance by the Directors or 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. In any legal action filed by the Directors against an Owner or if the Directors retain legal counsel without filing a legal action in order to enforce any covenant or restriction herein contained or adopted pursuant to Director rules or regulations of any action to recover damages on account of breach of any such covenant, restriction, rule or regulation, the Owner shall be personally liable for and pay the Directors' reasonable attorneys' fees and costs incurred with or without legal action. If the attorneys' fees and costs are not paid by the Owner within thirty (30) days after the Directors have given written notice thereof to the Owner by certified mail, return receipt requested, then the fees and costs shall hereafter bear interest at the rate provided in Section 5(g) hereof and the Directors may execute and acknowledge an instrument reciting the debt and causing the instrument to be recorded in the Office of the Recorder of deeds of Christian County, Missouri, thereupon the debt shall become a continuing lien on the Lot and the improvements thereon which shall bind the Owner, his or her heirs, successors and assigns. The lien shall be enforceable and governed by Section 5 of this Indenture.

(c) Subject to the requirements of section 4, this Indenture and any part thereof may be altered or amended, by a written agreement approved by the vote of two-thirds (2/3) of the Owners at a meeting of the Owners, or the consent given in writing and signed by at least eighty percent (80%) of the Owners, pursuant to Section 6(k) hereof; and such written alteration or amendment, recorded with the Office of the Recorder of Deeds for Christian County, Missouri, shall become a part of the provisions and restrictions of this Indenture. No such amendment, modification or change shall reduce or modify the obligation or right granted to or imposed upon the Directors with respect to maintenance obligations and the power to levy assessments therefore or to eliminate the requirement that there be Directors unless some person is substituted for the Directors with the responsibility and duties of such Directors.

(d) In connection with the sale of all or part of the Properties subject to this Indenture, Declarant shall have the right to assign to such purchaser the rights herein reserved or granted to Declarant.

(e) Any notice required to be sent to any member or Owner under the provisions of this Indenture shall be deemed to have been properly sent when mailed, postage prepaid, to the address shown on the real estate tax assessment records of Christian County, Missouri or any appropriate municipality or each Owner.

(f) Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision thereof, each of which shall remain in full force and effect.

(g) In the event that the Declarant exercises its option to appoint a second and/or third Director nominated by the Association as set out in Section 6(b)(iv) above thereby giving the Association control of the Directors, the Declarant and/or successor builder-developers shall retain the sole and exclusive right to exercise all powers heretofore granted to it under the terms of this Indenture pertaining to or in any way related to the continuation of development of the Properties until such development is completed. The Directors shall not interfere with the orderly development of the Properties or the rights of Declarant in such development. It is the intent of this provision that once control of the Directors is vested in the Association that such Directors shall exercise (independent of Declarant control) all governance powers and duties as provided in this Indenture including, but not limited to, the budget, assessments and other matters which will come under their exclusive control upon the sale of one hundred percent of the Lots to persons or entities other than a successor builder or developer. The control of the completion of the development and all rights and powers necessary and appurtenant thereto shall remain exclusively and solely in the Declarant; provided however, the Directors shall execute any and all documents necessary for the proper exercise of the powers and rights set forth and reserved herein to Declarant. For the period after Declarant no longer exercises control of the Directors due to accelerated appointment pursuant to Section 6(b)(iv) and prior to the date Declarant has Sold and conveyed 95% of the Lots which may be subjected to this Indenture to persons or entities other than a successor builder or developer, the Common Properties shall be operated at the times (both as to hours and days) and in the manner (specifically, without limitation, as to quality of maintenance) which is substantially equivalent to the operation which was provided by the Declarant controlled Directors, unless any such deviation is specifically approved in writing by Declarant. The provision of this Subsection may not be modified or amended without the written consent of Declarant so long as Declarant owns any Lot in the Properties.

(h) In the event it shall become necessary for any public agency to acquire all any part of the property herein conveyed to the Directors, for any public purpose, the Directors, during the period of this Indenture as well as the times fixed for the appointment or election of Directors, are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisition by eminent domain become necessary, only the Directors need by made parties, and in any event, the proceeds received shall be held by the Directors for the use of those entitled to the use of the Common Property, roads or easements.

(i) Any exercise or enforcement by Declarant of its rights or powers as authorized or set forth in this Indenture, including but not limited to its rights with respect to amending the terms and provisions hereof, shall not in any way be deemed to cause a forfeiture, elimination, release, reduction, modification or transfer of Declarant's rights, powers and remedies as set forth herein except as specifically provided otherwise.

IN WITNESS WHEREOF, the undersigned have executed this Indenture as of March 4, 2006 in accordance with approvals voted upon at the McGuffey Park Home Owners Association at their annual meeting of the same date.

DIRECTORS OF MCGUFFEY PARK HOMEOWNERS' ASSOCIATION; a Missouri nonprofit corporation

Joanne P. Bennett
Joanne P. Bennett, Director 3
Troy Luginbill
Troy Luginbill, Director 1

Cyndee Batey
Cyndee Batey, Director 2

(Being all of the Directors)

STATE OF MISSOURI

Ss.

COUNTY OF CHRISTIAN

I, Sherril L. Moffitt a Notary Public, do hereby certify that on the 23rd day of March 2006 ~~1998~~, appeared before me, Joanne P. Bennett, and being first duly sworn by me, acknowledged that he signed as his own free act and deed, as Owner of Ballard Properties, the forgoing document and declared that the statements therein contained are true.

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

Sherril L. Moffitt
Notary Public

My Commission Expires: 9/26/07



STATE OF MISSOURI

Ss.

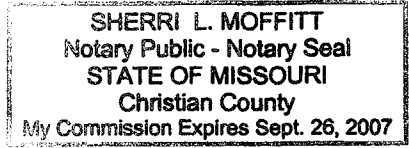
COUNTY OF CHRISTIAN

I, Sherril L. Moffitt a Notary Public, do hereby certify that on the 23rd day of March 2006 ~~1998~~, appeared before me, Cyndee Batey, and being first duly sworn by me, acknowledged that he signed as his own free act and deed, as a Director for McGuffey Park subdivision, the forgoing document and declared that the statements therein contained are true.

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

Sherril L. Moffitt
Notary Public

My Commission Expires: 9/26/07



STATE OF MISSOURI

Ss.

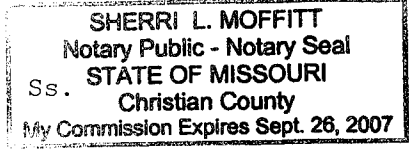
COUNTY OF CHRISTIAN

I, Sherril L. Moffitt a Notary Public, do hereby certify that on the 23rd day of March ~~2006~~ 2006 1998, appeared before me, Troy Luginbill, and being first duly sworn by me, acknowledged that he signed as his own free act and deed, as a Director for McGuffey Park subdivision, the forgoing document and declared that the statements therein contained are true.

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

Sherril L. Moffitt
Notary Public

My Commission Expires: 9/26/07



STATE OF MISSOURI

Ss.

COUNTY OF CHRISTIAN

I, _____ a Notary Public, do hereby certify that on the _____ day of _____ 1998, appeared before me, _____, and being first duly sworn by me, acknowledged that he signed as his own free act and deed, as a Director for McGuffey Park subdivision, the forgoing document and declared that the statements therein contained are true.

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

Notary Public

My Commission Expires: _____