

RESTRICTIONS

917

WHEREAS, the undersigned is the owner of all of the following described real estate

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located in Columbia, Boone County, Missouri:

See Attached EXHIBIT "A" for complete legal description;

and,

WHEREAS, for the benefit of itself, themselves, and the future owners of the above described real estate the parties wish to impose certain building and land use restrictions upon said property; and

WHEREAS, the undersigned wish to impose and adopt the same restrictions as those recorded in Book 491, page 363, Records of Boone County, Missouri;

NOW, THEREFORE, the undersigned impose the same building and land use restrictions on the above described property as the restrictions contained in Book 1221, Page 217, of the Records of Boone County, Missouri.

IN WITNESS WHEREOF the undersigned have imposed these restrictions this 12th day of August, 1996.

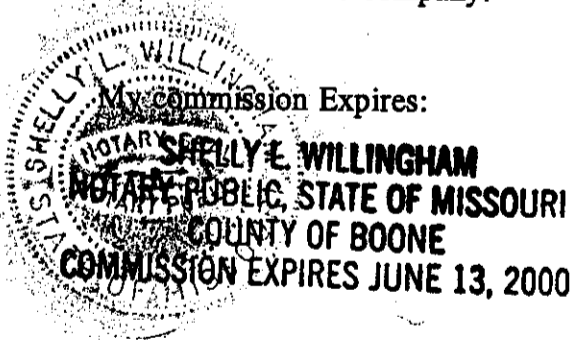
G & W Enterprises, LLC

By: [Signature]
Glen A. Strothman, Member

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 12th day of August, 1996. Before me a Notary Public in and for the County of Boone, State of Missouri, personally appeared Glen A. Strothmann, member of G & W Enterprises, LLC, the "Developer" referred to in the above covenants, who is known to me to be the person who executed the foregoing declaration on behalf of said company and acknowledged to me that he executed the same for the purposed therein stated and as the free act and deed of the company.

[Signature]
Notary Public



My commission Expires:

Boone County, Missouri

EXHIBIT "A"

918

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A tract of land located in the Northwest Quarter (NW 1/4) of Section 32, Township 49 North, Range 12 West, in Columbia, Boone County, Missouri being a portion of a survey recorded in Book 470, Page 773, all of the Boone County Records and said tract being further described as follows:

Starting at the Northeast corner of Section 31, Township 49 North, Range 12 West; thence with the Section line South $00^{\circ}27'30''$ East, 679.69 feet; thence leaving said Section line North $89^{\circ}32'30''$ East, 33.00 feet to the point of beginning; thence North $0^{\circ}27'30''$ West, 205.00 feet; thence South $75^{\circ}27'00''$ East, 565.73 feet; thence South $5^{\circ}30'00''$ West, 255.43 feet; thence South $88^{\circ}29'50''$ West, 520.02 feet; thence North $0^{\circ}27'30''$ West, 205.00 feet to the point of beginning and containing 4.08 acres, more or less.

AND ALSO

A tract of land located in the Southwest Quarter (SW 1/4) of Section 29 and in the Northwest Quarter (NW 1/4) of Section 32 all in Township 49 North, Range 12 West in Columbia, Boone County, Missouri being a portion of a Survey recorded in Book 470, Page 773 and being a portion of the Warranty Deed recorded in Book 1095, Page 479, all of the Boone County, Missouri Records with said tract being further described as follows:

Beginning at the Southwest corner of Section 29, Township 49 North, Range 12 West; thence with the Section line North $00^{\circ}01'15''$ West, 426.28 feet; thence leaving said Section line North $89^{\circ}58'45''$ East, 33.00 feet; thence South $45^{\circ}01'15''$ East, 40.00 feet; thence North $89^{\circ}58'45''$ East, 165.65 feet; thence along a curve to the left having a radius of 188.33 feet for an arc distance of 36.29 feet, the long chord bears North $84^{\circ}27'30''$ East, 36.24 feet; thence North $00^{\circ}01'15''$ West, 143.51 feet; thence North $39^{\circ}11'45''$ East, 154.48 feet; thence North $89^{\circ}16'50''$ East, 261.75 feet; thence South $61^{\circ}59'00''$ East, 117.87 feet; thence South $69^{\circ}31'30''$ East, 71.44 feet; thence South $83^{\circ}13'10''$ East 135.00 feet; thence North $83^{\circ}42'20''$ East, 284.43 feet; thence South $89^{\circ}48'45''$ East, 50.00 feet; thence South $00^{\circ}11'15''$ West, 30.00 feet; thence South $89^{\circ}48'45''$ East, 120.00 feet; thence South $00^{\circ}11'15''$ West 751.44 feet; thence South $64^{\circ}29'35''$ West, 116.74 feet; thence South $87^{\circ}04'35''$ West, 187.53 feet; thence North $1^{\circ}42'40''$ East, 239.48 feet; thence North $7^{\circ}27'50''$ West, 112.62 feet; thence North $10^{\circ}57'00''$ West, 50.00 feet; thence South $79^{\circ}03'00''$ West, 215.00 feet; thence North $10^{\circ}57'00''$ West, 125.00 feet; thence South $70^{\circ}14'15''$ West, 91.07 feet; thence South $89^{\circ}03'00''$ East, 123.50 feet; thence South $20^{\circ}03'00''$ West, 7.88 feet; thence along a curve to the left having a radius of 205.29 feet for an arc distance 23.45 feet, the long chord bears South $16^{\circ}46'50''$ West, 23.44 feet; thence North $76^{\circ}29'40''$ West, 118.91 feet; thence North $7^{\circ}54'30''$ East, 100.49 feet; thence North $19^{\circ}00'00''$ East 35.14 feet; thence South $52^{\circ}24'55''$ West, 125.32 feet; thence South $61^{\circ}47'00''$ West, 126.01 feet; thence South $89^{\circ}05'20''$ West, 122.34 feet; thence North $00^{\circ}01'15''$ West, 129.00 feet; thence South $89^{\circ}58'45''$ West, 130.00 feet; thence South $44^{\circ}58'45''$ West, 40.00 feet; thence South $00^{\circ}01'15''$ East, 303.18 feet; thence South $89^{\circ}03'00''$ West, 33.00 feet to the point of beginning and containing 14.25 acres, more or less.

STATE OF MISSOURI)
COUNTY OF BOONE) SS.

Document No. 18461

I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 16th day of August, 1996 at 8 o'clock and 42:22 minutes AM and is truly recorded in Book 1253 Page 917.

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

BETTIE JOHNSON, RECORDER OF DEEDS

by Becky Moser deputy



Nora Dietzel, Recorder of Deeds

AFFIDAVIT OF SCRIVENOR'S ERROR
 Unofficial Document

In Regards: "Exhibit A" attached hereto and made a part hereof.

STATE OF MISSOURI)
) ss. On this 11th day of December, 1996
 COUNTY OF BOONE) before me, the undersigned Notary
 Public, personally appeared Adam
 Plevyak, to me personally known
 and who being by me duly sworn on oath did state that he caused
 to be prepared the following document:

RESTRICTIONS by G & W Enterprises, LLC, signed by
 Glen A. Strothman, Member, dated August 12, 1996
 and recorded August 16, 1996, Document No. 18461,
 Book 1253, Page 917, Boone County, Missouri Records.


WHEREAS, the undersigned included two (2) lines which were
 not intended to be included:

...same restrictions as those recorded in Book 491,
 page 363...

AFFIANT states that the above notation should be deleted.

AFFIANT further states that the remainder of the said
 document is correct in its entirety.

FURTHER AFFIANT sayeth not.



Adam Plevyak

Subscribed and sworn to before me the day and year first
 above written.



Notary Public

(seal)

My term expires:

LAURA E. NAUSER
 Notary Public---Notary Seal
 STATE OF MISSOURI
 Boone County
 My Commission Expires March 31, 2000

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EXHIBIT "A"

A tract of land located in the Northwest Quarter (NW 1/4) of Section 32, Township 49 North, Range 12 West, in Columbia, Boone County, Missouri being a portion of a survey recorded in Book 470, Page 773, all of the Boone County Records and said tract being further described as follows:

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STATE OF MISSOURI)
COUNTY OF BOONE) SS.

Document No. 27370

I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 12th day of December, 1996 at 9 o'clock and 05:25 minutes AM and is truly recorded in Book 1280 Page 123.

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

BETTIE JOHNSON, RECORDER OF DEEDS

by Carol Green deputy

Nora Dietzel, Recorder of Deeds

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**DECLARATION OF RESTRICTIVE COVENANTS APPLICABLE
TO LOTS 1-32 OF SPRINGDALE ESTATES, PLAT NO. 1**

This Declaration is being made in view of the following facts:

1. Lots 1 through 32 (each lot being hereinafter called a "Lot" or collectively, the "Lots") of Springdale Estates, Plat 1 is a subdivision of the City of Columbia, County of Boone, State of Missouri, shown and described on the plat thereof which is recorded in Plat Book 28 at Page 73 of the Boone County, Missouri Records, and is hereinafter called the "Subdivision."

2. The owner of the Lots in the Subdivision is G & W Enterprises, LLC, a Limited Liability Company. However, G & W Enterprises, LLC, may in the future be merged into Homeview Development, LLC; said merger shall not impact upon the legal efficacy, applicability or enforcement of these restrictive covenants. G & W Enterprises, LLC (and/or Homeview Development, LLC, as the case may be) is hereinafter called the "Developer."

3. The Developer believes that it is necessary to impose upon the Lots of the Subdivision certain buildings and usage restrictions for the mutual benefit of the future owners of Lots in the Subdivision, and for the benefit of all subsequent holders of title to Lots in the Subdivision. Accordingly, the Developer has prepared and recorded these restrictive covenants with the intent that they govern the usage of Lots in the Subdivision for the prescribed term of these covenants, all as set forth in this Declaration.

4. In the event the Developer adds additional lands and lots and additional plats which are in reasonable close proximity to the Subdivision (as determined by the Developer), then said additional plats may likewise be subjected to these restrictions, as the Developer in its discretion may determine.

NOW THEREFORE, in view of the foregoing facts, and pursuant to the authority of the Developer as owner of the Subdivision, the Developer does hereby declare that the above described Subdivision and all Lots therein, shall be subject to the following covenants, conditions, agreements and restrictions from and after the date of the recordation of these covenants, to-wit:

1. Consent to Restrictions: Each owner of any Lot in the Subdivision shall be deemed to have consented to all of these restrictions as of the moment said owner or owners acquires legal title to a Lot in the Subdivision.

2. Board of Trustees: A Board of Trustees, hereinafter called the "Board of Trustees" or the "Board" or the "Trustees" shall be selected and shall have the authority (along with such other persons named in these covenants) to enforce these covenants. Said Trustees shall be no less than two (2) in number and no more than five (5) in number. Said Board of Trustees shall be subject to the following:

a. For so long as the Developer owns at least one (1) Lot in the Subdivision, the Developer shall be permitted to select all of the members of the Board of Trustees.

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b. The Developer may surrender the Developer's right to select all or any portion of the Board of Trustees at any time in the future as the Developer, in its discretion, may determine. However, once the Developer has surrendered its right to select all or any portion of the Board of Trustees, then to the extent the Developer has waived or relinquished said right, such surrender or waiver shall be permanent and shall not be revocable by the Developer, even though the Developer continues to own one (1) or more Lots in the Subdivision.

c. Once the Developer has surrendered its right to select one (1) or more of the Trustees then these Trustees who are to be elected shall be so elected by the Lot owners in the Subdivision. The Trustees to be elected shall be nominated and elected at an annual meeting of the lot owners of the Subdivision. At such election, each Lot owner shall have the same number of votes as there are Trustees to be elected. (For example: if there are three (3) Trustees to be elected, then each Lot owner shall have three (3) votes.) A lot owner may cast these votes for one (1) or more candidates, as said Lot owner shall determine, i.e., cumulative voting shall be permitted. All voting shall be by secret written ballot and that number of persons receiving the highest number of votes for the positions to be filled shall be elected as Trustees to serve as such until the next annual election thereof.

d. The annual meeting of the Lot owners shall occur on the first Monday of the month of July in each calendar year. However, so long as the Developer retains control over the selection of all the Trustees, no annual election need to be held. Nothing contained in these restrictive covenants shall prohibit the Lot owners from forming a not for profit corporation as their organizational entity.

e. In the event of the death, resignation or inability to continue to act as a Trustee by any Trustee, the remaining shall act as successor(s) until the next annual election of the Trustees. However, for so long as the Developer retains control over the Board of Trustees, the Developer shall select any such successor or successors.

f. The Board of Trustees shall have those powers set forth in these covenants.

g. All actions by the Board of Trustees must be approved by no less than two-thirds of all Trustees who are serving as such at the relevant time.

3. Architectural Approval By the Trustees: No permanent structure or temporary structure of any kind, nature or description may be erected on any Lot in the Subdivision until the plans and specifications showing the nature, kind, shape, height, materials and location of same have been submitted to and approved in writing by the Board of Trustees. Such approval or nonapproval shall be based upon whether said plans and specifications indicate that the proposed building will be harmonious with the structures already in existence and as to whether the components, design and locations of the structure are suitable, in the discretion of the Trustees. In the event the Board of Trustees fails to approve or disapprove such design and location within twenty (20) days after the date said specifications as submitted, the approval by the Trustees of such plans and specifications shall be considered as having been given. The Trustees shall not unreasonably withhold their consent to plans and specifications, but the Trustees may be guided in their determination by the design and location of the

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proposed structures in relation to other existing or planned structures which will be in close proximity to the Lot on which said structures are to be constructed.

4. Minimum Size of Residential Buildings: No residential building shall be permitted or constructed on any Lot in Plat 1 of Springdale Estates, unless said building is a one (1) family detached residential dwelling and is in compliance with the following minimum size requirements:

a. No one story, one family dwelling shall be permitted on any Lot unless the ground floor of the main structure thereof, exclusive of open porches, patios and garages, shall be not less than 1,400;

b. No two story, or multi-level one family dwelling shall be permitted on any Lot or shall be constructed thereon unless the total living area, exclusive of open porches, patios, and garages shall be not less than 1,500 square feet;

c. No split foyer, one family dwelling shall be permitted on any Lot or shall be constructed thereon unless the main level, exclusive of open porches, patios, and garages shall be not less than 1,050 square feet;

d. No dwelling shall be permitted on any Lot or shall be constructed thereon unless the construction thereof complies with the currently applicable codes, ordinances and regulations of the City of Columbia;

e. No structure shall be located on any Lot which is nearer to the front line of said Lot than 25 feet, and no structure shall be located on any Lot nearer to the side street line than 12 1/2 feet. No structure shall be located nearer to any interior Lot line than 6 feet. No structure shall be located on any interior Lot nearer than 25 feet to the rear Lot line. For the purpose of these restrictions, saves, steps and open porches shall not be considered as a part of a structure.

f. Roofs shall be constructed in no less than a 6"/12" pitch. No light colored or light colored pigmented roofs shall be permitted.

5. Use Restrictions: All Lots in the Subdivision, and any structures or improvements located appurtenant thereto, shall be subject to the following provisions and restrictions:

a. No illegal, noxious or offensive activities shall be carried on upon any Lot, nor shall anything (including but not limited to activities generating odors, noise or unsightly appearances) be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which would substantially interfere with use and enjoyment of neighboring Lots, or with the values of such Lots. The word noxious or offensive activities as used in this Section shall also be deemed to include, but not be limited to, musical groups performing out of doors within the Subdivision, except those for which the appropriate permits have been procured from the City of Columbia, the use of tools or other instruments which have not been properly electronically shielded so as to prevent interference with television or radio signals, specifically including but not limited to Citizens Band radios, ham radios and/or other types of amateur radios, tools or other instruments which have been properly shielded or muffled to prevent the excessive generation of noise, and any and all other loud outdoor

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record players, high fidelity record players and/or other noise generating devices, except that all devices, articles and pieces of equipment utilized in conjunction with the construction of streets, sidewalks, buildings and any and all other improvements constructed with the approval or acquiescence of the Board of Trustees, shall be, so long as the same are accomplished using normal and accepted construction practices for residential developments and equipment likewise normally utilized for the construction of residential development, shall not be deemed to be a noxious or offensive activity.

b. No structure of a temporary character, such as a shack, tent, shed, locker, trailer, camper, recreational vehicle, boat, mobile home, or similar type structure shall be used or erected or visibly stored on any Lot; provided, however, that this section shall not apply so as to interfere with the normal construction methods used in the erection or construction or development of any residence on any Lot or any portion of the real property.

c. No livestock, poultry, animals, or pets of any kind shall be raised, bred or kept upon or in any portion of any Lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and that they are kept, at all times, under the Lot owner's control and within the Lot owned by the Lot owner. No such pets shall be allowed to run loose on any portion of the real property than the Lot owner's Lot and shall, at all times, be kept on a leash or similar restraint while off the Lot owner's Lot. The owner of a lot which has pets kept upon it shall bear all risks which result from the presence of pets, and the owner of any such pet shall hold the residents of Lots within the Subdivision harmless from any and all injuries which may be caused or occasioned by said pets. Accordingly, such owners of pets shall be absolutely responsible for adherence to these conditions and absolutely liable for any and all damage done by said pets, and due care in the absence of any negligence on the part of the owners of said pets shall not constitute a defense to any action brought by an injured resident of any other Lot. No pets shall be permitted to disturb the peace of other residents of Lots in any manner, including barking, making noise, or other activities or unpleasant odors. No pets shall be permitted in any manner, whatsoever, to create a nuisance or to otherwise interfere with the peaceful enjoyment by others of their Lots or any improvements located thereon.

d. Any sewage system installed with respect to any residence or structure on any Lots shall conform to the ordinances of the City of Columbia, Missouri. No individual sewage disposal system shall be permitted.

e. No part of any Lot shall be maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash, rubbish, garbage and other waste or materials being thrown away or disposed of must be placed or contained in one or more trash cans or containers, which containers shall be fly tight, rodent proof, non-flammable, reasonably water proof, and shall be covered. Such cans or containers are to be stored in concealed locations on the Lots, and may be placed in open locations only for a period of not in excess of eight (8) continuous hours in any week so as to facilitate collection by the City of Columbia.

f. Neither the owner nor the family or guests of a Lot owner, nor any boarder or roomer shall park any motorized vehicle on any of the streets comprising a part of the subdivision of which the above described real property is a part for longer than seventy two (72) continuous hours. All said vehicles shall be parked on a driveway immediately adjacent to the residence located on any Lot or in a garage affixed to and forming a part of any residence located on a Lot. In the event a motorized vehicle is temporarily stored on any street

comprising a part of the Subdivision upon which the above described property is a part, said vehicle shall be parked in such a manner so as to not impede or restrict the normal flow of traffic, or the access to any Lot by an emergency vehicle, such as a firetruck or ambulance.

g. No open fire shall be permitted on the individual Lots with the exception of outdoor grill type fires used for the preparation of food to be consumed by the residents (and their guests) of a Lot.

h. No tank for the storage of fuel may be maintained on any Lot above the ground surface of any Lot.

i. No automotive repair equipment, rebuilding or other form of automotive or equipment manufacture, maintenance or repair (other than normal periodic vehicle maintenance by a Lot owner on a vehicle owned by said Lot owner), whether for hire, or otherwise, shall occur on any Lot. No inoperable or infrequently used vehicles shall be stored on any Lot except in a garage.

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

k. Each lot owner shall maintain his, her or their Lot, and any single family dwelling and ancillary structures located on any Lot in a clean, neat, attractive, safe and well maintained condition, and in such a condition as enhances the attractiveness of the Subdivision of which Lot is a part. The owner shall sod all front lawn areas and landscape the front lawn with at least two (2) trees. No chain link fencing shall be permitted in the subdivision. The only permitted fencing shall be wood. Any wood fencing shall be esthetically harmonious with its surroundings and shall be regularly maintained.

l. The restriction above to use of any Lot as a single family residence shall not prohibit the conduct of a "home occupation" upon said Lot as defined herein. Home occupation means any occupation or profession carried on by members of the immediate "family" residing on the premises, in connection with which there is not used any sign or display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a single family residence; in connection with which there is no commodity sold upon the premises, and no person is employed other than a member of the immediate family residing on the premises, and no mechanical or electrical equipment is used except such as is permissible for and is customarily found in purely domestic or household premises for the family residing therein. A professional person may use his residence for infrequent consultation, or emergency treatment, or performance of occasional or emergency religious rites, but not for the general practice of his profession. Permitted home occupations shall not include barber shops, beauty shops, shoe or hat repair shops, tailoring shops or any type of pickup station or similar commercial activities or any day care centers, baby-sitting

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services, residential care centers, child care for hire, nursing schools, or play schools, but the recitation of these particular exclusions shall not be deemed to constitute authorization for the conducting of other businesses or enterprises which are precluded by the previous language of this subparagraph or by the zoning ordinances of the City of Columbia, Missouri.

m. No satellite receiver dishes, radio receiver antennas, radio antennas, antennas or similar devices shall be placed within any Lot on the exterior of the building located on the Lot, or so as to otherwise be visible on the exterior of the building located upon the Lot, without the written consent first obtained of the Board of Trustees hereinafter provided for in paragraph 5 of this Declaration. The Board of Trustees shall have the right to disapprove the use of such satellite receiver dishes, antennas, etc., for any reason which it, in its sole, absolute, unlimited and unmitigated discretion finds to be appropriate, including, but not limited to, purely aesthetic objections.

n. The foregoing restrictions shall not prevent the use of temporary sheds, trailers, and other temporary structures during the time of the development of the Subdivision by the Developer or by other builders who are constructing a residence on any lot in the Subdivision.

o. No re-subdivision or adjustment of the boundary lines between Lots in the Subdivision shall be permitted except with the express written consent of the Developer in each instance. However, this restriction shall not affect the Developer's right to resurvey, resubdivide, or adjust any boundary lines of Lots owned by the Developer in the Subdivision without the consent of the other Lot owners, at any time.

p. Invalidation of any of the covenants, conditions, restrictions, or assessments authorized by this declaration as a result of any judgment of any court or any court order shall in no way affect any other provision, and all such other provisions shall remain in full force and effect except as expressly declared to be invalid by a court of competent jurisdiction.

6. Assessments. On January 1 of each year, an assessment of \$75.00, shall be assessed against each Lot and the owner thereof. The same shall be paid forthwith. If a Lot is initially purchased on other than January 1, the assessment shall be paid in full at the time of the initial purchase. The assessment shall be used for the benefit of the Subdivision and the common areas now existing or hereafter existing within the Subdivision or adjacent to the Subdivision. Further, the Board of Trustees shall have the right to make additional reasonable assessments as shall be necessary to meet the needs of the Subdivision. The assessments shall be assessed equally against each Lot and the owner thereof which is subject to assessment as provided herein. The Board of Trustees is hereby empowered to make and collect during each year from the owner(s) of each Lot an assessment in a sum sufficient for the above stated purposes, along with a reasonable balance for the purpose of unanticipated expenses. Special assessments shall be made and collected by the Board of Trustees as required for the purpose set forth in this Declaration.

a. If any assessment is not paid on the due date, then such assessment shall become delinquent and shall, together with interest and costs of collection, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the owner, and said owner's heirs, devisees, personal representatives and assigns. The Board of Trustees may file a notice of lien with the Boone County Recorder of Deeds for delinquent

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assessments. The personal obligation of the then owner to pay such assessment, however, shall remain said owner's personal obligation and shall also pass to and be the personal obligation of said owner's successors in title to the Lot.

b. If any assessment is not paid when due, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Board of Trustees may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment and interest the reasonable attorney fees incurred in collection. No owner may waive or otherwise escape liability for the assessment provided for herein by claimed nonbenefit or non-user of the benefits for which the assessment is imposed.

c. The lien of any assessment provided for herein shall be subordinate to the lien of any deed of trust now or hereafter placed upon a Lot subject to assessment; provided however, that such subordination shall apply only to the assessments which have become due and payable prior to the date of sale or transfer of such property pursuant to a foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. Such sale or transfer shall not relieve the personal obligation of the property owner for the assessment coming due during the time he or she owned the property.

7. Enforcement. The Developer or the Developer's successors, or the Board of Trustees, or any owner of any Lot within the Subdivision, or any owner of any interest in any Lot located within the Subdivision, shall have the right to enforce, by proceedings at law or in equity, any of the covenants, restrictions or conditions imposed by this Declaration. Failure of such entity or person, or their successors, to enforce any covenants, conditions or restrictions contained in this Declaration shall in no event be deemed to be a waiver of the right to do so at any time thereafter.

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

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

Unofficial Document

10. Amendment of Declaration. The covenants, conditions, restrictions, easements, charges and liens contained in this declaration shall run with and bind the Lots of the subdivision, and shall inure to the benefit of and be enforceable by the Board of Trustees, or by any owner of any Lot, or by the Developer or by the Board of Trustees, or by any owner of any Lot, or by the Developer or by their respective legal representatives, heirs, successors and assigns, for a period of twenty (20) years from the date this declaration is recorded. This declaration shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by not less than seventy-five percent (75%) of the then lot owners has been recorded, which instrument provides for terminating this declaration, in whole or in part. During the first twenty year period of this declaration, this declaration may be amended in whole or in part only by an instrument signed by the owners of not less than eighty percent (80%) of the Lots comprising the Lots in the Subdivision as well as by the Developer. All amendments to the declaration shall be recorded at the office of the Recorder of Deeds of Boone County, Missouri.

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

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

13. Immunity of Board of Trustees. Any other paragraph of this Declaration to the contrary notwithstanding, the Board of Trustees and the members thereof shall be exempt from, and shall not be liable for, any claims, actions, causes of action, demands, losses, suits, liability or expenses of any kind, nature or description whatsoever, so long as they act in good faith. The sole requirement shall be that they act in good faith. If the members act in good faith, then all determinations made by them shall subject them to no liability or responsibility of any kind, nature or description whatsoever, under any circumstances whatsoever. In no event shall any member of the Board of Trustees be liable in any action for damages. The sole rights of a party seeking relief against the Board of Trustees or a member of the Board shall be to seek an order of court, or of a tribunal of appropriate jurisdiction, requiring that the Board of Trustees or any member thereof take any action which the petitioning party deems to be legally required of the Board or such member. The sole requirement shall be that the Board, in exercising its sole, absolute, unlimited and unmitigated discretion, act in good faith, and that it not act in an arbitrary, capricious or malicious manner.

Unofficial Document

14. Right of Developer to Add Additional Lots to Subdivision: In the event the Developer elects to plat additional land as lots in a continuing series of plats or surveys labeled "Springdale Estates" the Developer may elect to make said additional lots subject to these restrictions. In this event, said lots shall be represented by the same Board of Trustees described above in these restrictions and all lot owners in said additional plats shall have the same voting rights to elect said Trustees as set forth above in these restrictions. Alternatively, the Developer may prescribe a different method of enforcing covenants and restrictions for said subsequent plats, and the Developer shall not be required to make further plats of land adjacent to the Subdivision subject to these or similar restrictions.

15. Binding Effect: Construction: These covenants shall be binding upon the Developer, the Board of Trustees, the land within the Subdivision and the owners thereof and their successors, heirs and assigns. It shall be interpreted in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the Developer has caused these covenants to be executed and recorded this 9th day of APRIL, 1996.

G & W Enterprises, LLC

By:

[Signature]
Glen Strothmann, Authorized Member
A.

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 9th day of April, 1996. before me a Notary Public in and for the County of Boone, State of Missouri, personally appeared Glen Strothmann, authorized member of G & W Enterprises, LLC, the "Developer" referred to in the above covenants, who is known to me to be the person who executed the foregoing declaration on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated and as the free act and deed of the company.

[Signature]
Notary Public

B. DIANE PAGE

NOTARY PUBLIC, STATE OF MISSOURI
COMMISSIONED IN BOONE COUNTY
MY COMMISSION EXPIRES 11-2-96

My Commission Expires:

We, the owners of Lot _____, hereby acknowledge that we have read the foregoing **DECLARATION OF RESTRICTIVE COVENANTS APPLICABLE TO LOTS 1-32 OF SPRINGDALE ESTATES, PLAT NO. 1**. We agree to be bound by the provisions of the same.

Dated: _____

STATE OF MISSOURI)
COUNTY OF BOONE) SS.

Document No. 7105

I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 9th day of April, 1996 at 2 o'clock and 33:33 minutes PM and is truly recorded in Book 1221 Page 217.
Witness my hand and official seal on the day and year aforesaid.
BETTIE JOHNSON, RECORDER OF DEEDS
by [Signature] deputy
Karen Johnson

