

such subsequent assessment. As used herein, the term "mortgage" or "mortgages" shall include deed or deeds of trust.

8. Exemptions. The following properties subject to this Indenture shall be exempt from the assessments, charges and liens created herein:

(i) All Common Ground;

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

(iii) All Lots owned by First Party until occupied or until title to the Lot has been transferred to the first purchaser thereof for residential use and occupancy (as distinguished from sales in bulk or at wholesale to others for development or resale). No Lot devoted to residential use shall be exempt from assessment hereunder.

9. Keeping of Funds. The Board shall deposit the funds coming into its hands in a bank protected by the Federal Deposit Insurance Corporation, the treasurer being bonded as provided in Article V, Section 8 of this Indenture.

10. Ordinance Compliance. Notwithstanding any other conditions herein, the Board shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations of the County, and any municipality of which the Property may become a part, including, but not limited to, maintenance and operation of street lights, easements and roadways (except for those easements and roadways as are dedicated to public bodies or agencies), and for such purposes shall not be limited to the maximum assessment provided for herein.

11. Change of Ownership. Upon the conveyance of any Lot in the Subdivision other than a conveyance by First Party, the conveying Owner or grantee of such Lot shall give the Association written notice of such conveyance and pay the Association a One Hundred and 00/100 Dollar (\$100.00) transfer and administrative fee to cover the Association' expenses resulting from such change in ownership. Until paid, the transfer fee due hereunder shall constitute a lien on the transferred Lot, and shall bear interest and be subject to collection as provided in Section 7 of this Article IX.

ARTICLE X

RESTRICTIONS

In addition to the limitations and restrictions imposed by other provisions of this Indenture, the following restrictions are imposed upon and against the Property and each Lot now or hereafter existing therein:

1. Building Use. No building or structure shall, without the approval of the Board, be used for a purpose other than that for which the building or structure was originally designed.
2. Building Location. No building or structure shall be located on any Lot nearer to the street(s) upon which such Lot fronts or by which such Lot is bordered or the side or rear lot lines than the front building line or side or rear set-back lines shown on the plat(s) of the Subdivision.
3. Resubdivision. No Lot shall be resubdivided nor shall a fractional part of any Lot be sold without the consent of the Board, which consent shall not be unreasonably withheld. In the event either of the foregoing is approved, then the assessment attributable to the Lot so subdivided shall be prorated between the resulting Lots.
4. Commercial Use. Except for the promotional activities conducted by First Party in connection with the development of the Property and the marketing and sale of residences therein and the conduct of a home occupation in strict accordance with the provisions of applicable zoning ordinances, no commercial activities of any kind shall be conducted on any Lot.
5. Nuisances. No loud, noxious or offensive activity shall be carried on upon any Lot or the Common Ground, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. Without limiting the generality of the foregoing, no motorized vehicles including, but not limited to, cars, go-carts, trailers, recreational vehicles (RVs), sleds, snow mobiles, recreational motor vehicles, trucks, vans, all-terrain vehicles (ATVs), motorcycles, dirt bikes, minibikes, tractors, truck-tractors, campers, or house trailers shall be operated, driven, ridden, parked, stored or otherwise placed on, in or about the Common Ground. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel.
6. Maintenance. Each Owner shall maintain and keep his Lot in good order and repair, and shall do nothing which would be in violation of law. Trash, rubbish, toys, tools, cases, crates or any discarded item shall not be left on any Lot overnight, and no exterior appurtenances such as sculptures, bird baths or similar personal property items, shall be placed in the front yard of any Lot.
7. Obstructions. There shall be no obstruction of any portion of the Common Ground or any storage, construction or planting thereon by any Owner. No clothes, laundry or other articles or equipment shall be placed, hung, exposed or stored on any portion of the Common Ground or on any Lot or on the exterior of any building.
8. Animals. No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept on the Properties, except that no more than two dogs, cats, or other household pets (except house pets with vicious propensities) may be kept or maintained on any Lot, provided that such pets are not kept for any commercial purpose and are at all times (except when enclosed by an in-ground electric fence) leashed and no "runs" or other outside structures are erected or installed therefor. The keeping of any pet which by reason

of its noisiness or other factor is a nuisance (as determined by the Board in their sole judgment) or annoyance to the neighborhood is prohibited.

9. Trucks, Boats, Etc. No trucks (other than pick-up trucks not exceeding 3/4 ton) or commercial vehicles, boats, motorcycles, campers, house trailers, boat trailers or trailers of any other description shall be permitted to be parked or stored on any Lot unless they are parked or stored in an enclosed garage or some other enclosure (open or otherwise) approved by the Architectural Control Committee, except only during periods of approved construction on the Lot. Further, no motor vehicle or equipment shall be repaired or otherwise serviced in front of or adjacent to any residence in the Subdivision.

10. Abandoned Vehicles. No abandoned cars, motorcycles, trucks or other motor vehicles of any kind whatsoever that are unable to move under their own power may be stored or suffered to remain upon any of the Common Ground or on any Lot. If any such motor vehicle is so stored or remains on the aforesaid premises, the Board may take the necessary steps to remove the same at the Owner's expense.

11. Vehicular Sight Lines. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no live tree shall be removed without the approval of the Architectural Control Committee.

12. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn, shed or other outbuilding shall be erected or installed on any Lot at any time.

13. Signs. 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 signs erected or displayed by First Party in connection with the development of the Property and the marketing and sale of residences therein.

14. Garbage. 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 within the improvements located on each Lot; provided, however, after sunrise on any 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; and, provided, further, that trash cans or receptacles shall be removed and secured within the improvements on each Lot prior to sundown of the same day.

15. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are established and are and/or will be reserved as shown on the recorded plats of the Property. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the

easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

16. Oil Drilling. 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, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or portion of the Property. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or portion of the Property.

17. Cul-De-Sac, Etc. No above-ground structure, other than required street lights, may be erected upon a cul-de-sac, divided street entry island, or median strip.

18. Fences. (A) No fencing or screening of any kind shall be erected or maintained on any Lot without the prior written consent of the Architectural Control Committee and unless in strict compliance with the following standards and requirements, to-wit:

(1) Other than as expressly permitted by the provisions of this Section 18, the maximum height for full perimeter fencing shall be forty-eight inches (48").

(2) Fencing shall only enclose the rear yards of any Lot. No fencing shall be erected or maintained on any Lot between the rear corner of the residence constructed upon such Lot and the street upon which such Lot fronts. Except under extraordinary circumstances (as defined below), fencing must start at the rear corners of the residence. Notwithstanding the foregoing, with respect to corner lots, fencing along the side or 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, and the Architectural Control Committee may, as in other unique situations, approve fencing of up to seventy-two inches (72") in height. **No fencing shall be allowed within the Equilon Pipeline easement without written approval from the Equilon Pipeline Company.**

As used in this, paragraph (2), the term "extraordinary circumstances" shall include the necessity to protect "green space," avoiding the destruction of a tree canopy, a severe or extreme rear yard slope, or in certain instances determined by the Architectural Control Committee, the interference by utility structures. When an extraordinary circumstance exists, with prior written consent of the Architectural Control Committee, fencing may be set beyond four inches (4") of the lot lines and lot corners; provided, however, prior to providing its consent, the Architectural Control Committee may, in its discretion, require the written approval of all adjoining Lot Owners for the fence variance. In those instances where written consent is given, the Lot Owner shall continue to maintain that portion of such Owner's Lot that is located outside the fence, and the Owner's failure to do so on more than three (3) occasions (as determined by the Board serving notice of such failure on the Owner) shall be considered revocation of the variance whereupon the fence shall be deemed in violation of this Indenture and removed or brought into strict compliance within sixty (60) days notice by the Board.

(3) All fencing shall be of either cedar or wolmanized lumber, wrought iron or aluminum simulated wrought iron, or polyvinyl chloride (PVC) materials. Under no circumstance will "chain link" fencing be considered acceptable, regardless of material composition or design. Certain other materials or combinations of materials or designs may be approved on a case-by-case basis by the Architectural Control Committee, whose decision to allow or disallow any other material or design shall be final.

(4) Except for certain approved styles of PVC or wrought iron fencing, fencing may be any picket width up to a maximum of six inches (6"), and regardless of picket width, the minimum open space between pickets shall be three inches. Request of reduction of minimum open space or maximum height requirements as stipulated herein due to owners pet(s) shall not be cause for waiver of these requirements by the Board.

(5) All picket fences shall be installed with the good siding facing out.

(6) All wood fences are to remain in their natural state or can be painted or stained white, black, gray, or a natural brown tone. In the event that any fence deteriorates or falls into disrepair, and the Owner of the Lot on which the fence is located fails to repair or remove same after notice from the Board, the Board, its agents, employees or contractors, shall have the absolute right to enter upon the Lot, without being deemed guilty or liable for any manner of trespass, and repair or restore such fence and charge the cost of same to the then Owner of the Lot on which the fence is located and impose a lien on such Lot until paid. The procedures hereinabove set forth for the collection of delinquent assessments shall be applicable to enforcement of the aforesaid charges.

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

(8) Swimming pool and patio privacy will be handled on a case-by-case basis.

19. Hazardous and/or Unsightly Materials. No above-ground gas, propane, oil or other hazardous material storage tanks or devices shall be permitted upon or in any Lot or the Common Ground of the Subdivision.

20. Swimming Pools. (a) No above ground swimming pools will be allowed on any Lot in the Subdivision unless they are recessed at lease one-half ($\frac{1}{2}$) of their exterior depth into the yard or the slope of a yard and completely surrounded by decking, properly skirted to the surrounding ground level so as to present the appearance of an in-ground pool. The plans for any such pool must be submitted to and approved by the Architectural Control Committee, and shall include drawings, material lists, landscape detail and any other information deemed necessary by the Architectural Control Committee in its sole discretion. The approval of any such pool shall not constitute a precedence for other such structures, and each instance will be determined on a case by case basis.

(b) All in-ground pools must have at least four feet (4') of concrete or some other such decking material surrounding the entire pool.

(c) Any requirements set forth in this Section for approval of installation of pools that may conflict with any governmental codes or guidelines may be changed by the Board to conform with such governmental guidelines.

21. Television Antennae. No exterior television or radio antenna, towers, direct broadcast, satellite dishes or antennas used to receive multichannel multi-point distribution (wireless cable) signals may be installed in the Subdivision without the prior approval of the Architectural Control Committee under Article VII of this Indenture; provided, however, in reviewing a request for approval of any such device, the Architectural Control Committee shall comply with all Federal, State and local laws, ordinances and regulations, and shall not impose any restriction which will preclude an Owner's receipt of an acceptable quality signal.

22. Sprinklers. All water and other sewer systems servicing the Subdivision (other than lawn sprinkler systems servicing any single Lot or a sprinkler system servicing the Common Ground) shall be constructed by the First Party. No Owner or occupant of any Lot in the Subdivision shall construct any water or other sewer system on the Property, other than a lawn sprinkler system servicing a single Lot. **No buildings, structures, fences, trees, or improvements of any kind, other than those approved in writing from the Equilon Pipeline Company shall be allowed to be erected, planted, or permitted within the fifty foot (50') Equilon Pipeline Easement.**

ARTICLE XI

EASEMENTS

1. Easements in Common Ground.

First Party grants to each Owner a nonexclusive right and easement of use, access, and enjoyment in and to the Common Ground, subject to:

- (a) The Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association; and
- (c) The Board's right to:
 - (i) adopt rules regulating use and enjoyment of the Common Ground, including rules limiting the number of guests who may use the Common Ground;