

6300 Oz #1101

BZX, LLC

POB 100
BARNHART MO 63012
ATTN: DAVID SHIDELER

050060378

FILED AND RECORDED
IN OFFICIAL RECORD OF
JEFFERSON COUNTY, MO

2005 NOV -4 AM 11:41

MARLENE CASTLE
RECORDER OF DEEDS

#PAGES 14 FEES 63.00

Marie Walker

EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
THE CEDARS AT BENT CREEK

WHEREAS, BZX LLC, a Missouri Limited Liability Company, 6934 Front Street, P. O. Box 100, Barnhart, Mo. 63012 (the "DEVELOPER") has caused to be surveyed and platted a Subdivision within Jefferson County, Missouri, the same to be known as THE CEDARS AT BENT CREEK (the "Subdivision") as Recorded in Plat Book 229 at Pages 26 & 27 of the Jefferson County Missouri Land Records and,

WHEREAS, Developer desires for itself and all now and future Tract Owners in the Subdivision to impose certain Easements, Covenants and Restrictions, (collectively the "Restrictions"), additional to those contained and set forth in the aforesaid Plat, the same to run with the land and bind all Tracts and Tract Owners and all of their heirs, personal representatives, successors and assigns, in the Subdivision,

NOW THEREFORE, in consideration of the benefits to and the detriments of Developer and of all now and future Tract Owners and to all of their heirs, personal representatives, successors and assigns in the Subdivision, the Restrictions contained and set forth in EXHIBITS A and B attached hereto and made a part hereof (EXHIBIT "B" consisting of Restrictions 1 through 29 and Exhibit "A" consisting of 1 page) ARE HEREBY IMPOSED on THE CEDARS AT BENT CREEK with exceptions, if any, as may be noted in said EXHIBITS A and B.

IN WITNESS WHEREOF, the Representatives or Members of BZX LLC
have hereunto subscribed their names this 11th day of November, 2005.

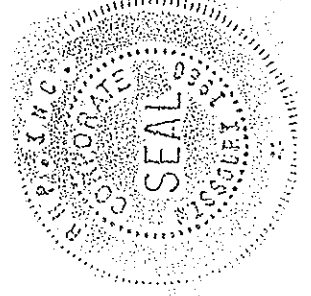
JEFFERSON COUNTY INVESTMENT COMPANY, a Member

BY: John V. Price John V. Price, President



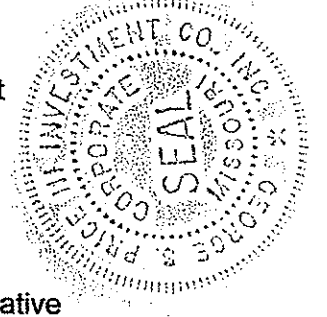
RHP, INC., a Member

BY: Gerald T. Price Gerald T. Price, President



GEORGE S. PRICE III INVESTMENT COMPANY, INC., a Member

BY: George S. Price III George S. Price III, President



DMSX LLC, a Member

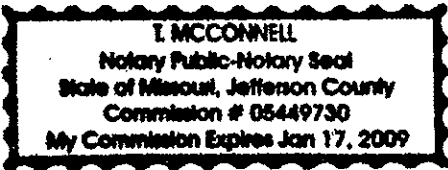
BY: David M Shideler David M Shideler, Representative

STATE OF MISSOURI)
) ss
COUNTY OF JEFFERSON)

On this 4th day of November, 2005 before me personally appeared, John V. Price to me personally known, who, being by me duly sworn, did say that he is the President of Jefferson County Investment Company, a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said John V. Price acknowledged said instrument to be the free act and deed of said corporation, as a Member.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

T. McConnell
T. MCCONNELL, Notary Public
State of Missouri, Commissioned in
Jefferson County.



My commission expires: January 17, 2009

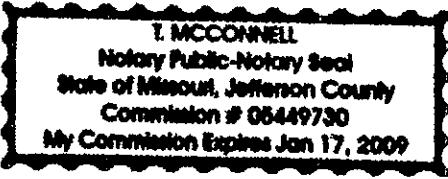
STATE OF MISSOURI)
) ss
COUNTY OF JEFFERSON)

On this 4th day of November, 2005 before me personally appeared, Gerald T. Price to me personally known, who, being by me duly sworn, did say that he is the President of RHP, Inc., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Gerald T. Price acknowledged said instrument to be the free act and deed of said corporation, as a Member.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

T McConnell
T. MCCONNELL, Notary Public
State of Missouri, Commissioned in
Jefferson County.

My commission expires: January 17, 2009



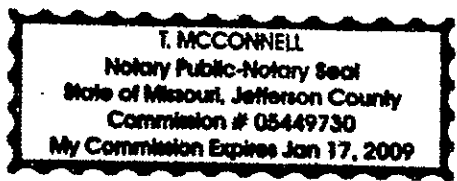
STATE OF MISSOURI)
) ss
COUNTY OF JEFFERSON)

On this 4th day of November, 2005 before me personally appeared, George S. Price III, to me personally known, who, being by me duly sworn, did say that he is the President of George S. Price III Investment Company, Inc., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said George S. Price III acknowledged said instrument to be the free act and deed of said corporation, as a Member.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

T McConnell
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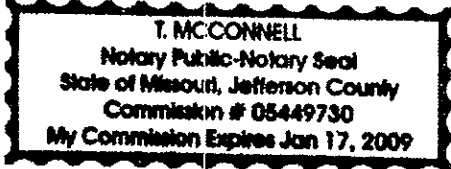


STATE OF MISSOURI)
) ss
COUNTY OF JEFFERSON)

On this 4th day of November, 2005 before me personally appeared, David M Shideler, to me personally known, who, being by me duly sworn, did say that he is the representative of DMSX LLC and that said instrument was signed in behalf of said LLC, and to be the free act and deed of said LLC, as a member.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

T. McConnell
T. MCCONNELL, Notary Public
State of Missouri, Commissioned in
Jefferson County.



My commission expires: January 17, 2009

EXHIBIT "A" RESTRICTIONS FOR THE CEDARS AT BENT CREEK

REFER TO EXHIBIT "B"

RESTRICTION NUMBER 3.

ITEM 1. Minimum total floor area: 2000 square feet

ITEM 2. Minimum main floor area: 1200 square feet

ITEM 3. Attached garage exception:

Minimum main floor area: 2500 square feet.

RESTRICTION NUMBER 10.

ITEM 4. Minimum tract size: 4 acres

RESTRICTION NUMBER 15

ITEM 5. Property Committee Meeting Date July 1, 2006

RESTRICTION NUMBER 18.

ITEM 6. Maximum Regular Annual Assessment: \$375.00

ITEM 7. Inflation base year: July 2006

ADDITIONS AND EXCEPTIONS TO RESTRICTIONS SHOWN ON EXHIBIT "B", which supersede any restrictions therein which may be in conflict.

1. The figures and dates shown on Exhibit A in Items 1 - 7 will replace any comparable figures and dates in Exhibit B in the event of variance between the two.
2. In the event that public water lines are installed on the roads in this Subdivision, then each Tract Owner agrees to pay a pro rata share of the cost of installing fire hydrants on said water lines within this Subdivision. The provision of this paragraph may be enforced by the DeSoto Rural Fire District/Hillsboro Fire Protection District and or their successors. After due notice to a Tract Owner who has failed to pay his pro rata share within 60 days of notification by the fire district of the amount due, the Fire District may file a lien for the amount due against property of said Tract Owner in this Subdivision.
3. The liability for assessments, interest, and the cost of collection is recoured only by the Tract and any improvements thereon.
4. Paragraph Titles shown on Exhibit B are indicative only, and for the convenience of the reader, and should not be construed as comprehensive.

EXHIBIT "B" -- RESTRICTIONS FOR THE CEDARS AT BENT CREEK

RESTRICTIONS

Set-back Lines

1. No building or other structure, excepting a well maintained standing fence, walkways and driveways, shall be placed or located in the area between the Tract set-back (building) lines and the Tract boundary lines. Barbed wire fences shall not be placed or located within fifty (50) feet of the nearest right-of-way line of any subdivision street or roadway.

Single Family Residence

2. Each Tract as shown on the plat of THE CEDARS AT BENT CREEK is restricted to a single one-family residence, except as may be modified by Restriction 10.

Minimum Square Footage Building Materials

3. All residence buildings erected upon any Tract shall have a minimum total floor area, exclusive of open porches and garages, of 2000 square feet. [Exhibit "A", Item Number 1.] If the residence building is of a "multi-level" design, the total floor area as above set forth on the main floor (For the purposes of these Restrictions the main floor will be considered to be the lowest floor totally above ground level.) shall be a minimum of 1200 square feet. [Exhibit "A", Item Number 2.] All residential buildings must have a two-car attached garage unless exempted herein. (For the purposes of these Restrictions a garage in a basement of the residence is not considered an "attached garage".) Residence buildings with a minimum main floor area (as defined above) of 2500 square feet [Exhibit "A", Item Number 3] need not have the required two car garage attached to the main residence. The main garage doors should not be visible from the front of the house unless this is prohibited by terrain factors. No "earth" homes or residence nor any such structure with the main floor walls located below or partially below ground level will be permitted. Foundations must be continuous and of poured concrete. Residential building exteriors must be constructed of new materials, provided that used brick may be aesthetically utilized. Artificial or composition brick siding, rolled roofing, tar paper, and other building materials which are unsightly shall not be used on any exposed exterior of any building.

Parking on Roads

4. Subdivision roads may not be regularly used for the parking or standing of vehicles. Each Tract shall provide adequate off-road parking to facilitate and accommodate residential uses. Residential driveways must be paved with asphalt or concrete; except, long driveways need to be paved only the first 200 feet, beginning at the subdivision road.

No Modulares

5. No building may be erected with a flat roof nor shall any mobile home, factory manufactured home or modular home be erected on any Tract.

Allowed Animals

6. Horses and ponies (equestrian use), dogs, cats and other common household pets are permitted. No pigeons, poultry, cattle, hogs, goats, sheep or other animals are permitted except as noted above. All Tract Owners with permitted animals shall keep and maintain same so that they do not constitute a nuisance, hazard or infringe upon the rights or privileges of other Tract Owners. No animals or pets may be kept on any tract that does not have a residence, unless waived by the Property Committee, or unless said tract is part of two or more contiguous platted tracts having the same owner and having at least one residence built thereon. Pasture and other vegetative cover shall not be depleted by over-grazing to the extent that erosion exceeds the allowable limits established by the Natural Resource Conservation Service.

Use of Tract

7. Tracts in the Subdivision may be used only for one-family residence purposes, except that any activity which produces revenue is permitted if (1) it is not an open and notorious commercial business operation, (2) it does not generate regular traffic in the subdivision, (3) it does not involve any significant delivery, transfer or storage upon the Tract of tangible property to or from others, (4) it does not cause or result in the storage or release of any solid, liquid or a gaseous substance other than trash similar in composition and volume to ordinary household trash; (5) it does not involve any manufacturing, fabrication or other industrial activities, and (6) it is conducted wholly within a residence or its accessory buildings. No illegal or unlawful activity is permitted on any Tract. Storage or repair of any broken-down commercial vehicle, commercial trailer, heavy machinery, or motor home used for commercial purposes is not permitted on any Tract. Signs are not permitted on any Tract, provided that one "For Sale" sign may be placed on a Tract while the Tract is actually listed or held for sale and one sign supporting or opposing a political candidate or a ballot measure may be placed on a Tract during the three weeks preceding the date of the election. Permitted signs may be placed in a conspicuous place, but political signs may not exceed 3 square feet in area. All signs must be mounted so as to be easily removed.

Outbuildings

8. In addition to a residential building, two other buildings may be erected on each Tract. Such buildings shall be accessory to or complimentary of the residential purposes and the accommodation of permitted animals. Commercially designed and constructed metal and wood buildings, including buildings that are partially or wholly assembled offsite and transported to a Tract, whose footprint is no greater than 80% of the footprint of the residential building (or any larger size approved by the Property Committee) and which has at least 600 square feet of first floor area are specifically permitted. Any building of less than 600 square feet of first floor area is not permitted, except gazebos, or as approved by the Property Committee. All metal buildings and all other buildings that are assembled offsite must be located at least 75 feet from the Tract boundaries and must be reasonably screened from view from other Tracts in the Subdivision by trees or other vegetation.

Occupancy

9. No person may live in any building whose exterior landscaping, perimeter façade and roof have not been completed in accordance with the plans and

specifications approved by the Property Committee. Improvements described above must be completed within 15 months after the issuance of a building permit for the building.

Re-Division of Tract &
Contiguous Tracts

10. No Tract shall be subdivided if after such subdivision, any Tract is less than 4 acres. [Exhibit "A", Item Number 4.] Tracts created because of such subdivision within the Subdivision shall be subject to all of these Restrictions the same as if they were initially platted. An owner of two or more contiguous platted Tracts may locate or situate a building encroaching upon, over or without any common building line. All contiguous platted tracts under a common ownership shall, for purposes of Restriction Numbers 8, 15, 16, 18 and 19, be construed as one (1) Tract, except that when more than one residence is constructed on contiguous Tracts, then said contiguous Tracts shall be construed as one (1) Tract per residence. For Restriction Number 17 and other restrictions each Tract originally platted and recorded by the developer shall be construed as a separate tract.

NOTE

Cleanliness
Waste Disposal

11. Waste, garbage, deleterious materials, refuse, debris, and discarded materials must not be transported to any Tract and must not accumulate on any Tract. All such material must be promptly removed out of the Subdivision at the expense of the Tract Owner. All Tracts must be kept clean and sanitary. Each Tract owner with a residence on that Tract must use the services of a waste disposal company. For the purposes of maintaining the general appearance and for the purpose of minimizing trucks in THE CEDARS AT BENT CREEK, the Property Committee shall have the specific authority to require all residents to use the same waste disposal company. The Property Committee may pay delinquent waste hauling bills on behalf of a Tract Owner and collect such expended funds as an addition to the Regular Annual Assessment against the Tract involved. No Tract may be used as a storage place for any salvage material or unlicensed vehicles unless stored inside a permitted building. Vehicles and other personal property may not be dismantled or repaired on any Tract except inconspicuously and inside a permitted building. Boats, recreational vehicles, horse trailers, boat trailers, trailers, and the like may be stored outside only if they are reasonably screened from view from other Tracts in the Subdivision by trees or other vegetation. No commercial vehicles larger than a three-quarter ton capacity pickup may be parked outside on a regular basis.

Maintenance of Tract

12. Residence buildings, other buildings and all structures must be kept and maintained in-good order and repair and in such a manner so as to reasonably avoid deterioration. Activities which create objectionable noise, public nuisances or an unsightly property appearance shall not be permitted. During a period of one and one-half years subsequent to the recording date of the plat of THE CEDARS AT BENT CREEK (or until such time as a duly elected Property Committee is established), the developer shall have the right but not the obligation to mow all fields on THE CEDARS AT BENT CREEK unless notified in writing by the tract owner that he does not want his property mowed, such mowing to be at the developer's cost. These same rights and conditions shall be passed to the duly elected Property Committee on any vacant Tract, with the cost of mowing said fields

to paid for out of Property Committee funds.

Off Road Vehicles

13. "Off-road" vehicles (motorcycles and terrain-type vehicles when used for recreational purposes or while operated by an unlicensed driver or person) shall not be permitted on Tracts in the Subdivision.

Wastewater Disposal

14. Wastewater disposal systems must be built in accordance with applicable ordinances or regulations. Wastewater and any treated effluent shall be contained on the Tract of origin by the Tract Owner in accordance with the law of the State of Missouri.

Formation of Property Committee

15. After July 1, 2006 [Exhibit "A", Item Number 5], or prior thereto if so determined by Developer, a meeting of Tract Owners may be called by Developer or by any three or more Tract Owners: said call to be by mailing of a Notice to each Tract Owner, which Notice shall state the date, time and place of the meeting and which Notice shall be mailed to the address of the Tract Owner as the same appears in Developer's records, or in the real estate tax records of Jefferson County, Missouri. The Notice shall be postmarked not less than ten days prior to the date set for the meeting. (All notifications as hereinafter described to Tract Owners in these Restrictions, if made in a like method shall be deemed sufficient legal notice for the purposes of these Restrictions.) Tract Owners attending the meeting shall be authorized to select three or more Tract Owners to constitute a Property Committee, and said selected Tract Owners shall serve as Property Committee members for a period of one (1) year. Developer may call a meeting to select a Property Committee at any time utilizing the same Notice requirements. Developer requires that the Property Committee will keep the Developer informed in writing of the current names and telephone numbers of all Property Committee members, an annual statement of the names, addresses and telephone numbers of all Tract Owners, notice of annual meetings, and copies of any changes in the Restrictions. Until July 1, 2006 [Exhibit "A" Item Number 5], or such prior date as the Developer may call the above described meeting, the Property Committee shall consist of Gerald T. Price and John V. Price with however, complete and total immunity of either or both of them from any liability because of such committee membership or arising out of their intentional or negligent acts as committee members.

Property Committee Duties

16. The Property Committee may assess and collect, on an annual basis, funds (Regular Annual Assessments) from Tract Owners and use and expend same for purposes of the road maintenance and to provide for common services to the Tracts, including but not limited to entrance monuments and gates, street lighting, vacant Tract and common ground maintenance, fees for legal services requested by the Property Committee, engineering services requested by the Property Committee, accounting and collection services, or any other need for the benefit of the Subdivision. The Property Committee may adopt By-Laws or Rules and Regulations for the governing of the Committee inclusive of, but not limited to, Rules and Regulations for elections, terms of office and Officers. By-Laws and Rules and Regulations adopted by the Property Committee shall be limited by these Restrictions. The Property Committee may form a legal entity, such as a not for profit corporation or other like entity, under the laws of the State of Missouri. If such an entity is formed it will have all powers given the Property Committee and all limitations placed on the Property Committee by these restrictions. The Property

Committee may enter into road maintenance contracts with entities, both public and private. The Property Committee shall provide for regular elections and replacement Committee members with elections no less frequently than every three years. In all elections each Tract Owner shall be entitled to two (2) votes for each Tract owned which is subject to assessment, except that any Tract Owner having a recorded lien placed on a tract because of the non-payment of subdivision assessments, shall lose his voting privileges until such time as the lien has been satisfied or released. Additionally, Tract Owners having a residence on Tracts subject to assessment (as evidenced by appropriate property tax records from the County Assessor's Office) shall have an additional four votes per residence. Tract Owners may vote by mail or by proxy if proxies are received prior to the convening of the election meeting. Assessments shall never be made against Tracts owned by Developer.

In addition to the duties outlined above, the Property Committee has the duties and obligations for Architectural Review as outlined in paragraph 29 below.

Special Assessments

17. Upon determination by the Property Committee that it is necessary to make a major capital improvement, or other major expenditure for the benefit of the Tract Owners in the Subdivision, which requires a Special Assessment additional to the Regular Annual Assessment provided for in these restrictions, the Property Committee shall call a meeting of all Tract Owners. The expenditure proposed shall be approved by the Tract Owners, in an election, provided that 55% of all votes cast shall be in favor of the expenditure. Absent Tract Owners may vote, as aforesaid, by mail or proxy. Special Assessments shall be expended only for the purpose authorized, and the assessments may be payable over a period of years if so provided by the Tract Owners in their vote. Any unused Special Assessments shall be refunded to the Tract Owners, or may be placed in the funds of the Property Committee all as determined by the Property Committee. Any delinquent Special Assessments shall be collected in the manner herein provided for the collection of Regular Annual Assessments. All Tracts in the Subdivision regardless of multiple contiguous Tract ownership shall be assessed equally for the purposes of Special Assessments. The owner of each Tract shall be entitled to two (2) votes for each Tract owned whether subject to "Regular Annual Assessment" or not, and further entitled to an additional 4 votes per residence as defined in Restriction 16 above. If a loan secured by the Special Assessment is needed to finance the expenditure, and should it be properly voted upon and passed, the Property Committee may pledge said Special Assessments as collateral to a bank, other financial institution, financial service company, or other lender on behalf of the individual tract owners. No Tract Owner will be held legally or personally responsible for repayment of any loan secured by the Property Committee other than normal payment of Special Assessments and Regular Annual Assessments as outlined in these Restrictions. In the event that one or more Special Assessments are not paid, the Property Committee may transfer funds collected from Regular Annual Assessments to avoid a loan default. In the event of loan default, the financial institution or financial service company, or other lender extending the loan to the Subdivision, may collect future Special and Regular Annual Assessments from the Tract Owners until the loan is completely repaid. Furthermore said financial institution, financial service company or other lender shall, in the event of default have all powers of the Property Committee in collection including the filing of and the collection of liens until said loan is paid in full.

Annual Assessments

18. The Property Committee shall have authority to assess on an annual basis (or as provided in Restriction 17) all Tracts in the subdivision for the purposes enumerated above. The Regular Annual Assessment per Tract shall not exceed **\$375** [Exhibit "A", Item Number 6], except that this dollar limit shall be adjusted annually to compensate for inflation. The adjustment for the Regular Annual Assessment shall be the percentage increase or decrease, in the All Items Urban Consumer Price Index published by the United States Department of Labor with the base index being the annual index number for July of the year 2006. [Exhibit "A", Item Number 7].

Delinquent Assessments

19. Assessments whether special or regular shall be paid by each Tract Owner within ninety (90) days after the date of the Notice of Assessment. If assessments are not so paid, the same shall become delinquent and the assessment plus interest at the highest legal rate from the date of the delinquency, together with all costs of collection including reasonable attorney's fees, shall be and constitute a lien on the Tract so assessed. The Property Committee shall file for record in the office of the Recorder of Deeds an appropriate "Notice of Lien" for each delinquent assessment. Upon payment, the lien aforesaid shall be released and, if not paid, the lien may be enforced through legal and equitable procedures, including public sale of the Tract.

Utility Easements

20. Developer retains the right to grant and convey easements for utility and service purposes in 50 foot wide strips adjacent to the center line of platted road and street right of ways and easements within THE CEDARS AT BENT CREEK. Developer retains the exclusive right to grant and convey easements to cellular phone companies or entities providing facilities or services to cellular phone companies in THE CEDARS AT BENT CREEK including easements for ingress and egress over the roads in THE CEDARS AT BENT CREEK. The Developer cannot convey any easement for a cellular tower on any Tract not owned by the Developer without the owner's permission except aforesaid ingress and egress easements over the roads. An easement is hereby granted within the boundaries of the above described 50 foot wide strips to SBC Communications, Inc. for the purpose of construction, maintenance and operation of a telephone distribution system upon the conditions that the cost of the main distribution system will be borne by SBC Communications, Inc. and that the distribution cable will be located below the grade of the traveled roadway. Distribution terminals shall be located no more than five (5) feet from a Tract side line. An easement is hereby granted within the boundaries of the above described 50 foot wide strips, to AmerenUE, for the purpose of construction, maintenance and operation of an electric distribution system. In no case shall any of the easements granted in this restriction be construed as granting an easement which would block or interfere with the extension or continuation of any platted road within THE CEDARS AT BENT CREEK. Anything herein to the contrary notwithstanding, no underground pipes, pipe lines, electric lines, communication lines or any other underground utilities shall be installed above the elevation of the adjacent traveling surface of any constructed road and damage done to the roads or private property in the installation, repair or operation of any aforementioned facilities shall be repaired at the cost of the utility. The Developer hereby retains the exclusive right to grant easements over, under and adjacent to platted roads to access and benefit property adjoining THE CEDARS AT BENT CREEK, whether said property is platted or not which said easements shall include but not be limited to ingress and egress and utility needs. No communication tower or like facility

shall be built in THE CEDARS AT BENT CREEK without the express written consent of the Developer.

Easement Restrictions

21. No structure of any kind, including fences, shall be erected within any road easement as shown on the subdivision plat. Natural drainage ways and artificial drainage ways constructed by Developer shall not be altered or impeded in such a manner as to interfere with proper road drainage. Drainage in ditches adjacent to platted roadways must not be obstructed. Developer may remove all drainage obstruction or the Property Committee may order same removed and the cost of all removals shall be assessed against the Tract Owner causing the obstruction. Culverts as required so that drainage may be unobstructed and unimpeded, must have a minimum diameter of 15 inches.

Developer's Rights

22. Irrespective of anything contained in these Restrictions to the contrary, the following shall apply:

The Developer (or it's assigns) retains the right to add adjoining or nearby land to these Restrictions. Any such additions (regardless of the name given to such addition) shall for the purposes of these Restrictions be considered as if it were part of the original plat of THE CEDARS AT BENT CREEK with identical rights and obligations including but not limited to rights of ingress and egress, voting privileges and assessments. All roads in such additions shall for the purposes of these Restrictions be considered as if they were roads in THE CEDARS AT BENT CREEK and shall along with the roads in THE CEDARS AT BENT CREEK be subject to one Property Committee, with the exception that the Developer retains the right to exempt land fronting only on public maintained roads from the herein provided assessments. Areas noted on the Recorded Plat as Reserved Areas "A", "B", "C", and "D" have been specifically reserved by the Developer for its sole use and discretion, to provide easements for road and utility access to future additions to this subdivision, should conditions warrant.

Restriction enforcement

23. The enforcement of these Restrictions shall be the responsibility of the Property Committee, Tract Owners, or any one having any right, title or interest, including any security interest, in THE CEDARS AT BENT CREEK, or in any of the Tracts making up THE CEDARS AT BENT CREEK. Any of these parties shall have the right and authority to prevent or stop violation of any of these Restrictions by injunction or other legal procedure, and to claim and to recover damages including attorney's fees and court costs and expenses sustained or awarded as a result of such violation.

Amending Restrictions

24. These Restrictions including assessments described in Restriction 18 (but not dedicated, granted or reserved easements or rights reserved by Developer) may be changed, repealed, amended or abrogated (Amendment) by the Tract Owners. Before any such amendment is effective it must be approved by a vote of the Tract Owners with two votes allocated to each Tract regardless if each Tract is assessed or not, plus four votes for each Tract Residence (as evidenced by appropriate tax records as shown by the County's Assessor Records) and with not less than 66-2/3% of the total votes possible (the number of Tracts multiplied by 2, plus the number of homes multiplied by 4) cast in favor of the amendment. An amendment

may also be effected by a petition or agreement providing that it is signed by the Tract Owners in favor of the amendment and contains Owner signatures equivalent to 66-2/3% of the aforesaid "total vote possible". Upon amendment, an appropriate document shall be recorded in the Recorder's Office in Jefferson County, Missouri, indexed to these Restrictions. No amendments may be made regarding assessments where such assessments have been pledged as collateral to a bank or other financial service institution without the written permission of aforesaid lender.

Restrictions Independent

25. Each of these easements, covenants and restrictions is declared to be independent of and severable from every other easement, covenant and restriction. If any such easement, covenant or restriction or any provision of these Restrictions be held invalid or unenforceable, the same shall not affect other easements, covenants and restrictions and the same shall continue to be in full force and effect.

Binding on Heirs

26. These Restrictions shall run with the land and inure to the benefit of and bind all heirs, personal representatives, successors and assigns of Developer and Tract Owners. (When the word Developer is used in these Restrictions it shall be construed to mean not only the Developer herein described, but also a successor Developer which may in the future be designated by the Developer.)

Conflict with Law

27. These Restrictions make no representation about regulations from any government source which may conflict with provisions of these Restrictions.

Hunting & Firearms

28. The Property Committee may make rules and regulations which govern the use of firearms and archery within the Subdivision, and impose restrictions on hunting. In no event shall any firearm be discharged or arrow, bolt or quarrel be shot in a manner that poses a risk of death or injury to persons or significant damage to property.

Architectural Review

29. Reasonably detailed plans and specifications of all above-ground structures on a Tract, along with a drawing showing their location on that Tract, must be submitted to the Property Committee and approved by the Property Committee as complying with these Restrictions before they are constructed. All decisions and actions of the Property Committee must be only in furtherance of the purposes of these Restrictions and cannot be arbitrary or capricious. If the Property Committee fails to approve or disapprove any plans, specifications and drawings within forty-five (45) days after they have been submitted to them as required in this paragraph, then they will be deemed and treated for all purposes as having been approved; but all above-ground structures on a Tract must in any event comply with the restrictions in Paragraphs 3, 5 and 8. Structures for which plans, specifications and drawings must be submitted to the Property Committee include but are not limited to buildings (whether or not the building is intended to be occupied as a residence), structures that are accessories to buildings, swimming pools, propane tanks, fences, and gates, etc.

The purpose of architectural control and control and maintenance of easements, as such powers are granted to the Property Committee and/or the Developer, is not to limit details of design and property use that are not reasonably visible or noticeable

from other Tracts. It is also not to limit design freedom by a qualified residential architect. The purpose is to insure enough architectural detail that buildings are aesthetically pleasing and to control buildings and uses that impact the aesthetics and views of the subdivision as a whole or infringe on a neighbor's enjoyment of the aesthetics of his own property.

For a period of five years, the developer has the power to overrule the Property Committee on Architectural Control issues.

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