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**FIRST AMENDED AND RESTATED INDENTURE OF RESTRICTIONS
FOR
THE ROGUE CREEK VALLEY LAKES**

THIS FIRST AMENDED AND RESTATED INDENTURE OF RESTRICTIONS (the "Amended Indentures") is made effective as of _____, 2008 by the Board of Trustees (the "Board") of the Rogue Creek Valley Property Owners Trusteeship, Inc., a Missouri not-for-profit corporation (the "Trusteeship").

WITNESSETH:

WHEREAS Oakwood Development Corp. (the "Developer") and William Rummel, Mildred Rummel and William Adams (collectively, together with their successors and assigns, the "Developer Trustee") created a trusteeship under the Indenture of Restrictions dated November 19, 1971, as amended (the "Original Documents"); and

WHEREAS the Developer Trustee desired to reorganize as an initial Board of Trustees and convey all of its rights, title and interest in that certain property in the County of Washington, State of Missouri, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property") to the Trusteeship; and

WHEREAS the Trusteeship desired to have and accede to all of the rights, title, and interest in the Property conveyed by the Developer Trustee; and

WHEREAS the Developer Trustee was reorganized as the initial Board of Trustees and filed its certificate with the State of Missouri on June 27, 2008;

NOW, THEREFORE, in consideration of the foregoing recitals, Trusteeship hereby declares that all of the Property, including all Lots and Common Areas described in Exhibit A, shall be, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth and shall be subject to the covenants, conditions, easements and changes set forth below which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1 DEFINITIONS

Section 1.1 “Board” shall mean and refer to the Board of Trustees of the Trusteeship.

Section 1.2 “Bylaws” shall mean the Bylaws of the Trusteeship, as amended from time to time.

Section 1.3 “Camp Ground Lot” shall mean those lots shown on the plats of subdivision as filed with the Recorder of Deeds of Washington County, Missouri which are restricted to camping and recreational use.

Section 1.4 “Common Area” shall mean all real and personal property now or hereinafter owned or utilized by the Trusteeship for the common use and enjoyment of the Owners or other property designated for the common use and enjoyment of all Owners. The Common Area shall also include property encumbered by any sign, wall, fence, and sidewalk and landscape easement as established from time to time by separate declaration of easement instruments. The Common Area will be maintained and repaired by the Trusteeship in accordance with provisions in these Amended Indentures.

Section 1.5 “Common Expenses” shall mean and refer to the actual and estimated expenses of operating the Trusteeship, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to these Amended Indentures, the Bylaws or the Articles of Incorporation of the Trusteeship.

Section 1.6 “Double-Wide Mobile Home” shall mean a single-family manufactured permanent residence which is more than sixteen feet (16') wide and which shall have an enclosed concrete or concrete block foundation.

Section 1.7 “Lot” shall mean and refer to any parcel of land shown upon any recorded subdivision plat of the Property.

Section 1.8 “Member” or “Membership” shall mean or refer to each Owner. Each Owner shall be a Member of the Trusteeship and shall remain a Member until he ceases to be an Owner. Membership in the Trusteeship is appurtenant to and inseparable from ownership of a Lot and shall be automatically transferred upon any transfer or conveyance of the Lot to any transferee or any transfer authorized herein.

Section 1.9 “Owner” shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of any obligation.

Section 1.10 “Property” shall mean and refer to that certain real property described in Exhibit A, together with such additional real property as may by subsequent amendment be added to and subjected to these Amended Indentures.

Section 1.11 “Recreational Vehicle” shall mean manufactured campers, motor homes or travel trailer type shelters.

Section 1.13 “Residence” shall mean any single-family homes that accommodate members of only one immediate family unit. All homes on the Property shall be single-family residences.

Section 1.14 “Single-Wide Mobile Home” shall mean a single-family manufactured permanent residence, no more than sixteen feet (16') wide and which shall have an enclosed concrete or concrete block foundation.

Section 1.15 “Site Constructed Home” shall mean any single-family residence built on site, including modular or pre-fabricated permanent homes.

Section 1.16 “Trusteeship” shall mean and refer to the Rogue Creek Valley Property Owners Trusteeship, a Missouri not-for-profit corporation.

Section 1.17 “WSF” shall mean and refer to any thing, object or structure related to the Water and Sewer Facilities of the Property.

ARTICLE 2 PROPERTY RIGHTS

Section 2.1 Owner’s Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Trusteeship to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Trusteeship to suspend the voting rights and rights to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations; and
- (c) The right of the Trusteeship to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by a majority of the Members agreeing to such dedication or transfer has been recorded.

Section 2.2 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family and guests. However, the Trusteeship may, by majority, designate the number of persons exclusive of Owners or family who may have the right to use or enjoyment of the Common Area facilities. The Trusteeship may make an additional charge for the use thereof by persons who are not members of the family of the Owner.

ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Membership. Every Owner of a Lot subject to assessment shall be a Member of the Trusteeship. Membership shall be appurtenant to and may not be separated from ownership of any Lot subject to assessment.

Section 3.2 Voting. Each Owner shall be entitled to one vote for each lot owned to a maximum of ten votes, as long as he has no unpaid assessments on record with the Trusteeship. When more than one person holds an interest in any lot, all such persons shall be Members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE 4 PERMITTED USE AND RESTRICTIONS OF COMMON AREAS

Section 4.1 Grant of Easement. Owners of Lots and the Trusteeship shall have the right and easement of enjoyment in and to all of the Common Areas, but only for the intended use or uses thereof. Such right and easement in favor of the Owners shall be appurtenant to, and shall automatically pass with, the title to each Lot. All such Owner rights and easements are subject to the rights (including ownership) of any governmental authority or any utility therein or thereto, these Amended Indentures, any amendment to the Amended Indentures, the Articles of Incorporation and the Bylaws of the Trusteeship and any rules adopted by the Trusteeship, as amended from time to time.

Section 4.2 Maintenance of Common Areas. The Trusteeship, by and through the Board, shall have the authority and responsibility, for the term of these Amended Indentures and all renewals or extensions thereof, to provide for the maintenance and repair of the Common Areas. The Board of the Trusteeship may, at any time, as to any Common Area owned, leased or otherwise controlled by it, take the following actions without any approval of the Owners being required:

- (a) Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such Common Area;
- (b) Construct, reconstruct, repair, replace or refinish any road improvement or surface upon any portion of such area used as a road, street, or parking area;
- (c) To contract with such firms or persons as it deems necessary and desirable, and to hire persons to perform such functions for the maintenance and repair of the Common Areas, in accordance with the terms of these Amended Indentures and the Bylaws;
- (d) Purchase all insurance necessary to provide coverage for the Common Areas and pay real estate taxes assessed to the Common Areas;
- (e) Replace injured and diseased trees or other vegetation in any such area and plant trees, shrubs and ground cover to the extent the Board deems necessary for the conservation of water and soil and for aesthetic purposes;
- (f) Place and maintain upon any such area such signs the Board deems appropriate for proper identification, use and regulation thereof;
- (g) Construct and maintain such boat dock facilities at or upon any of the lakes as the Board deems necessary;
- (h) Do all such other and further acts the Board deems necessary to preserve and protect the Property and the beauty thereof, in accordance with the general purposes specified in these Amended Indentures; and
- (i) The Board shall be the sole judge as to the appropriate maintenance of all grounds within and improvements upon the Common area.

Section 4.3 Damage of Common Area by Owners. In the event any Common Area is willfully or maliciously damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Trusteeship to repair said damaged area. The Trusteeship shall repair said damaged area in a workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Trusteeship. The cost for such repairs shall be paid by said Owner, upon demand, to the Trusteeship and the Trusteeship may enforce collection of same in the same manner as provided elsewhere in these Amended Indentures for collection and enforcement of assessments.

Section 4.4 Dam Roadways. The roadway crossing over all dams shall be used strictly for vehicular and pedestrian traffic. There shall be no parking on any dam.

Section 4.5 Parking. No motor vehicle requiring what is commonly referred to as a "commercial license" under the laws of the State of Missouri, trailer, boat trailer, boat, recreational vehicle, off road vehicle or other similar vehicles shall be parked on the streets of the Property for more than one hour between the hours of 5:00 p.m. of one day and 8:00 a.m. the following day.

Similarly, no motor vehicle, motor cycle, trailer, boat trailer, boat, recreational vehicle, off road vehicle shall be stored or parked overnight in any parking area, street, driveway or at any location on the Property

without proper and current license plates attached to said vehicles. The Board shall have the right to have any such vehicle towed at the expense of the owner.

ARTICLE 5 USE AND BUILDING RESTRICTIONS AS TO OWNERS

Section 5.1 Subdivision of Lots. There shall be no subdivision of any Lot.

Section 5.2 Building Permits. No structure may be erected or placed upon any Lot, nor shall any exterior addition to or change or alteration to an existing structure commence without obtaining written approval from the Board. A written request to the Board should be accompanied by plans showing the nature, kind, shape, materials and location of such structure or improvements. All building plans are subject to approval of the Board and must comply with any existing county building codes.

Failure to comply with this Section 5.2 may result in the Board's withholding new water and/or sewer service to the Lot, levying of penalties that will be applied as an assessment, or both.

In the event the Board fails to approve or disapprove any design and location within thirty (30) days after the plans have been submitted, approval will not be required and this Article will be deemed to have been fully complied with.

Section 5.3 Size of Residence. Each Residence shall have a minimum of 1,000 square feet of living area, excluding basement and garage.

Section 5.4 Lease and Rental. No Residence may be rented or leased.

Section 5.5 Contract for Sale. An Owner entering into an owner-financed contract for sale shall submit a copy of the contract to the Board for approval. No Residence may be sold under a contract for sale unless all assessments, fines and/or liens have been paid. The voting rights shall remain vested with the Owner; however, the Owner surrenders all privilege of use of the Common Areas to the purchaser under the contract. Failure to comply with this Section 5.5 may result in the Board's withholding new water and/or sewer service to the Lot, levying of penalties that will be applied as an assessment, or both.

Both Owner and purchaser under a contract are subject to all terms and conditions of these Amended Indentures, the Bylaws, or the Articles. If Owner or purchaser under a contract fails to comply with all terms and conditions of these Amended Indentures, the Bylaws, or the Articles, the Board shall provide written notice of said violation to the Owner and the purchaser under the contract. Owner and purchaser under the contract shall have ten (10) days to cure said violation.

Section 5.6 Location and Types of Residences. With the exception of Camp Ground Lots, each lot may contain one single-family residence or recreational vehicle, one garage and no more than two storage buildings. Additionally:

- (a) Lake 1 (Platted as "Four Winds"). There shall only be Site-Constructed and Double-Wide Mobile Homes. If a Recreational Vehicle is placed on a Lot for use, the wheels must remain in tact and in view.
- (b) Lake 2 (Platted as "Lake Westwood"). There shall be Site-Constructed, Double-Wide or Single-Wide Homes. If a Recreational Vehicle is placed on a Lot for use, the wheels must remain in tact and in view.
- (c) Lake 3 (Platted as "Lake of the Woods"). There shall only be Site-Constructed and Double-Wide Mobile Homes. If a Recreational Vehicle is placed on a Lot for use, the wheels must remain in tact and in view.

- (d) Camp Ground. The Camp Ground is limited to recreational activities and no lot may be occupied for other purposes. There shall be no permanent Residences constructed in the Camp Ground area; however, upon written request from an Owner, the Board may consider and grant the placement of one storage unit per Lot. An additional Recreational Vehicle of a guest of the Owner may be kept on the Owner's Lot, but will not be allowed for more than thirty (30) days in any calendar year. The Owner is responsible for their guests' compliance with all restrictions of these Amended Indentures, the Bylaws and the Articles.

Section 5.7 Building Composition. The exterior walls of all structures shall be of wood (including exterior hardboard), pre-painted aluminum or vinyl siding, brick, rock or stone and of good workmanship. If the exterior is wood, the same shall be painted, sealed or stained. The use of any other materials for outside exterior walls shall not be permitted without first obtaining written and recorded consent of the Board. The foundation of all Residences or additions to Residences shall be enclosed with concrete or concrete blocks. No Mobile Home more than five (5) years old shall be moved onto any Lot.

Section 5.8 Repair and Maintenance of Buildings. No building, residence or structure within any Lot shall be permitted to fall into a state of disrepair and the same shall at all times be kept in good condition and repair and adequately painted. The Board may determine violations of this Section to constitute a nuisance in accordance with Section 5.18 and be subject to remediation by the Board. The cost of such remediation or restoration of the Lot by the Trusteeship shall be assessed against said Lot in the same manner as other assessments. (See Section 6.6)

Section 5.9 Setbacks. On Lakes 1, 2 and 3, the setbacks from any permitted structure or residence shall be ten (10) feet from the front and rear lot line and five (5) feet from either side line. In the Camp Ground area, the setbacks for any permitted storage building or any Recreational Vehicle shall be twenty (20) feet from the front of the lot line, fifteen (15) feet from the rear lot line and six (6) feet from either of the side lot lines.

Section 5.10 Appearance of Grounds. Each Owner shall keep all shrubs, trees, grass and plantings of every kind within its respective Lot neatly trimmed, properly cultivated and free from trash, excessive weeds and other unsightly material. The Board may determine violations of this Section to constitute a nuisance in accordance with Section 5.18 and be subject to remediation by the Board. The cost of such remediation or restoration of the Lot by the Trusteeship shall be assessed against said Lot in the same manner as other assessments. (See Section 6.6)

Section 5.11 Building Destruction. In the event any Residence is destroyed and repairs thereon do not begin within six (6) months from the date of such destruction, the Board may elect to have the debris removed and the lot restored to the original grade. Such action by the Board shall require ten (10) days written notice to the last record owner of said lot that the debris may be removed at the cost to the Owner. The cost of such removal and restoration of the lot shall be assessed against said Lot in the same manner as other assessments.

Section 5.12 Signs. No advertising signs of any kind shall be displayed to the public view of any lot except one sign of not more than eight (8) square feet advertising the lot for sale.

Section 5.13 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats and other domestic pets may be kept; provided they are not kept, bred or maintained for any commercial purpose. No dog, cat or other household pet shall be permitted by an Owner to be off the lot of the Owner unless on a leash, controlled by some person physically able to prevent a dog, cat or other household pet from escaping.

Section 5.14 Waste Disposal. All water and sewage from Residences shall be disposed of through the Trusteeship's sanitary sewer system. No outside toilet or latrine shall be permitted on any lot in the Property and no Owner shall allow sewage or effluent to be discharged onto the surface of any lot, adjoining property or beneath the surface of any lot.

Section 5.15 Parking. No motor vehicle requiring a “commercial license” under the laws of the State of Missouri, trailer, boat trailer, boat, camping truck or any other similar vehicle shall be parked or permitted to remain on any lot on the Property unless such recreational vehicles are parked behind the building line.

Section 5.16 Placement of Recreational Vehicles. Only one Recreational Vehicle may be located on any lot at any time. An additional Recreational Vehicle of a guest of the Owner may be kept on the Owner's Lot, but will not be allowed for more than thirty (30) days in any calendar year. The Owner is responsible for their guests' compliance with all restrictions of these Amended Indentures, the Bylaws and the Articles.

Section 5.17 No Businesses. No commercial, industrial, mining or mercantile undertaking of any business of any type whatsoever may be conducted within the said lots of this Property. No automobile, motor cycle, machinery of any kind may be dismantled, assembled, repaired or worked on in any manner upon any lot on this Property unless such automobile, motor cycle, or machinery are the property of the Owner.

Section 5.18 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot. No odors or noxious fumes shall be permitted to emanate therefrom so as to render any Lot, or portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot or its occupants. Without limiting the generality of the foregoing, no exterior speakers, excessive exterior lights, horns, whistles, bells or other sound devices, except those designed solely for security purposes, shall be used, placed or located on any Lot.

Section 5.19 Remediation. Notwithstanding anything to the contrary herein, the Board shall have sole discretion to determine whether any condition or circumstance constitutes a violation of any section of this Article 5. Any such Board decision shall be conclusive. If the Board determines that a violation exists, it shall provide written notice to the Owner setting forth the violation and the expected time frame for remediation. Upon expiration of the time frame outlined in the Board's notice of violation to the Owner, the Board may elect to:

- (a) Enter upon such Owner's Lot and proceed to remedy or remove the violation and assess all such costs related thereto to the Owner, which shall be deemed as a special assessment to such Lot(s);
- (b) Cause an authorized agent to enter upon such Owner's Lot and proceed to remedy or remove the violation and assess all such costs related thereto to the Owner, which shall be deemed as a special assessment to such Lot(s); or
- (c) Assess a monthly fine against such Owner's Lot that shall accrue until such time as the violation is remedied or removed.

ARTICLE 6 ASSESSMENTS AND ENFORCEMENT

Section 6.1 Obligation and Lien for Assessments. The Trusteeship, for each Owner within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Trusteeship

- (a) a regular assessment or charges, and
- (b) special assessments to be established and collected as hereinafter provided.

The regular and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The Trusteeship shall cause to be recorded in the Office of Recorder of Deeds a statement of delinquent assessment; such statement to contain a legal description of the property upon which the assessment is made, the amount delinquent, and the Owner or Owners of said property. Failure however, of said Trusteeship to record said statement in no way affects the validity of the assessment and the lien created thereby.

Section 6.2 Purpose of Assessments. The annual assessments levied by the Trusteeship shall be used for the maintenance, repair and upkeep of the Common Areas and for promoting the general benefit, recreation, health, safety, property values and welfare of the Owners. The purpose of the assessment shall include provisions for:

- (a) Improvement, construction, repair, maintenance, care, upkeep and management of the Common Areas and the improvements thereon;
- (b) Payment of any taxes and assessments by any governmental agency;
- (c) Payment of insurance premiums on the Common Areas and any improvements thereon;
- (d) Payment of all other costs and expenses related to the management and maintenance of the Common Areas; and
- (e) Maintain the lakes, docks and dams established within the Property.

Nothing contained herein shall limit the Trusteeship's right and powers granted in this Article or elsewhere in these Amended Indentures and the Bylaws.

The assessments may not be used for legal fees, court costs, purchase, or lease or the repair, maintenance or replacement of any equipment of the WSF.

Section 6.3 Annual Assessments. All Lots shall be subject to an annual assessment in order to provide the Trusteeship with a general fund with which to exercise its powers, maintain the Common Areas and improvements located thereon, and to render the services provided for herein. The assessment rate in effect for April, 2009 will be Sixty Dollars (\$60.00) per Lot. The Board shall have the authority to raise the annual assessment each year without a vote, but by no more than Ten Dollars (\$10.00) per lot over the previous year. However, when the assessment reaches One Hundred Dollars (\$100.00) per lot, the Board's authority of automatic increases shall cease. The Board must then either (a) obtain an annual increase in the assessment by a majority vote of members in good standing or (b) seek authority from the Trusteeship for additional graded assessment authority.

Section 6.4 Special Assessments. In addition to the annual assessment provided for in Section 6.3 above, the Trusteeship may levy, in any assessment year, a special assessment for capital improvements to the Common Areas or for such emergency purposes or otherwise as the Board may recommend and the Trusteeship may approve. Any special assessment shall require the affirmative vote by a majority of the Lots owned.

Section 6.5 Other Assessments. If the Board determines that an Owner is in violation of any of the provisions of these Amended Indentures, it shall provide written notice to the Owner to remedy the condition. If Owner fails to remedy the violation, the Board may proceed with whatever actions it deems necessary to remove or remedy such violation and the cost of such remedy shall be assessed against the Owner in the same manner as any other assessment.

Section 6.6 Remedies. In the event any owner fails to pay any assessment as and when same shall be due (a "Delinquent Owner"), the Trusteeship may take such action as the Board may determine necessary for collection of same, including suit for collection and foreclosure of the lien for assessments provided for herein. In the event the Board employs an attorney for collection of any unpaid assessment or foreclosure of such lien, the Delinquent Owner shall pay all reasonable attorney fees and costs of collection or foreclosure incurred by the Trusteeship in connection therewith in addition to the amount of unpaid assessments. Each assessment that remains unpaid for a period of more than thirty (30) days shall, at the election of the Board, bear interest at the rate of eighteen percent (18%) per annum. The remedies provided for herein are not exclusive and are in addition to any and all other remedies available at law or in equity.

Section 6.7 Foreclosure of Lien. By accepting a deed to an Owner's respective Lot, each Owner acknowledges that a continuing lien with power of sale is thereby created for securing payment of any and all assessments due with respect to such Lot, together with any and all interest accrued upon a delinquent assessment and all costs of collection, including all reasonable attorney fees incurred by the Trusteeship for collection of such delinquent assessment or foreclosure of lien provided for herein.

At any time after thirty (30) days from the date any assessment shall be due, the Board may but shall not be required to make written demand for payment to the Delinquent Owner, setting forth the amount due. If such amount is not paid within ten (10) days after delivery of such demand, the Board may then cause a Notice of Delinquent Assessment to be recorded in the Office of the Recorder of Deeds for Washington County, Missouri. The Board shall deliver a recorded copy of the Notice of Delinquent Assessment to the then Owner of such Lot. The Notice of Delinquent Assessment shall be executed and acknowledged by a member of the Board and shall state the following:

- (a) The name and last known address of the Delinquent Owner;
- (b) The legal description and street address of the Lot to which such delinquent assessment pertains;
- (c) The amount due as of the date such Notice of Delinquent Assessment is executed and acknowledged; and
- (d) That a lien exists against the Lot in favor of the Trusteeship pursuant to these Amended Indentures for which the Trusteeship may foreclose pursuant to the power of sale granted herein.

Following recordation of the Notice of Delinquent Assessment, the Board may proceed with foreclosure of the lien provided for herein in the same manner as provided by the laws of the State of Missouri for foreclosure of a deed of trust with power of sale, or by appropriate action for judicial foreclosure and sale. At any such sale, the Trusteeship may purchase the Lot and the Delinquent Owner shall remain liable for any deficiency resulting from any sale by foreclosure.

Section 6.8 Subordination of Lien for Assessments. The lien for assessments provided for herein shall be subordinate to the lien of any deed of trust or mortgage granted by the Owner for the purchase of such Owner's respective Lot; however, no sale, grant of a deed of trust or mortgage or other transfer of any interest in any Lot shall relieve such Lot from liability for any assessments then or thereafter becoming due or from the lien therefore.

ARTICLE 7 ROGUE CREEK VALLEY PROPERTY OWNERS TRUSTEESHIP

Section 7.1 Organization. The Trusteeship shall be a not-for-profit corporation organized and existing under the general not-for-profit corporation law of the State of Missouri, charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, these Amended Indentures and any amendments thereto. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with these Amended Indentures or any amendments thereto. A Board of Trustees and such officers as the trustees may elect or appoint, in accordance with the Articles and the Bylaws, shall conduct the affairs of the Trusteeship.

Section 7.2 Powers and Duties of the Trusteeship. The Trusteeship shall have such rights, powers and duties as set forth in the Articles and Bylaws.

Section 7.3 Rules. By majority vote of the Board, the Trusteeship may from time to time and subject to the provisions of these Amended Indentures, adopt, amend, and repeal the Rules and Regulations covering the use of any Common Area by any Owner, by the family of such Owner, or by any invitee, licensee or lessee of such Owner; provided, however, that such rules may not discriminate among Owners and shall not be inconsistent with these Amended Indentures, the Articles or Bylaws. A copy of such rules as they may from time to time be adopted, amended or repealed shall be made available to each Owner, at said Owner's request. Upon enactment, said rules shall have the same force and effect as if they were set forth in and were part of these Amended Indentures. .

Section 7.4 Personal Liability. No member of the Board or any committee of the Trusteeship, or any officers of the Trusteeship shall be personally liable to any owner, or to any other person or entity, including the Trusteeship, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence by the Trusteeship, the Board or any other representative or employee of the Trusteeship, or any committee or any officer of the Trusteeship, provided that such person has, upon the basis of such information as may be possessed by such person, acted in good faith without willful or intentional misconduct.

ARTICLE 8 GENERAL PROVISIONS

Section 8.1 Enforcement. The Trusteeship or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Amended Indentures and any subsequently recorded amendment thereto. Failure by the Trusteeship or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions that shall remain in full force and effect.

Section 8.3 Amendment.

- (a) The covenants and restrictions of these Amended Indentures shall run with and bind the land, for a term of thirty (30) years from the date of these Amended Indentures is recorded, after which time they shall be automatically extended for successive period of ten (10) years unless otherwise amended as herein provided or terminated by an affirmative majority vote of the Lots;
- (b) No amendment shall be effective until it is recorded in the Deed Records of Washington County, Missouri.

Section 8.4 Violations and Nuisances. Every act or omission whereby any provision of these Amended Indentures is violated in whole or in part is hereby declared to be a Nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by the Trusteeship or any Owner. However, any other provision to the contrary notwithstanding, only the Trusteeship, the Board or their duly authorized agents may enforce by self-help any of the provisions of these Amended Indentures.

Section 8.5 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of these Amended Indentures and subject to any or all of the enforcement procedures set forth in said Amended Indentures.

Section 8.6 Delivery of Notices and Documents. Any written notice or other document relating to or required by these Amended Indentures may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage pre-paid, as to any owner, to the address of any lot within the Property, owned, in whole or in part, by him or her, or to any other address last furnished by an Owner to the Trusteeship.

Section 8.7 The Amended Indentures. By accepting a deed or by acquiring any ownership interest in any of the real property included within the Property, each person or entity, for himself, herself or itself, and their heirs, personal representatives, successors, transferees and assigns, binds them and the subject lot(s) to the covenants, conditions, rules and regulations now or hereafter imposed by these Amended Indentures and any amendments thereto. In addition, each such person by so doing thereby acknowledges that these Amended Indentures sets forth a general scheme for the continued improvement and maintenance of the real property covered thereby.

EXHIBIT A
LEGAL DESCRIPTION

Somethin Green, Lake Area No. 1, Section A, a subdivision filed for record in Plat Book 4 at Page 37.

Somethin Green, Lake Area No. 1, Section B, a subdivision filed for record in Plat Book 4 at Page 36A.

Somethin Green, Lake Area No. 1, Section C, a subdivision filed for record in Plat Book 5 at Page 6.

Somethin Green, Lake Area No. 1, Section D, a subdivision filed for record in Plat Book 5 at Page 59.

Somethin Green, Lake Area No. 1, Section E, a subdivision filed for record in Plat Book 6 at Page 73.

Somethin Green, Lake Area No. 1, Section F, a subdivision filed for record in Plat Book 6 at Page 24.

Somethin Green, Lake Area No. 2, Section A, a subdivision filed for record in Plat Book 4 at Page 75.

Somethin Green, Lake Area No. 2, Section B, a subdivision filed for record in Plat Book 5 at Page 24.

Somethin Green, Lake Area No. 3, Section A, a subdivision filed for record in Plat Book 5 at Page 57.

Rogue Creek Valley, Lake Area No. 1, Section H, filed for record in Plat Book 10 at Page 36.

Rogue Creek Valley, Plat 2C, a subdivision filed for record in Plat Book 6 at Page 62.

Rogue Creek Valley, amended Plat 2C, a subdivision filed for record in Plat Book 6 at Page 74.

Rogue Creek Valley, Plat 2D, a subdivision filed for record in Plat Book 6 at Page 65.

Rogue Creek Valley, Plat 2E, a subdivision filed for record in Plat Book 6 at Page 75.

Rogue Creek Valley, Plat 2F, a subdivision filed for record in Plat Book 6 at Page 76.

Rogue Creek Valley, Plat 2G, a subdivision filed for record in Plat Book 6 at Page 77.

Rogue Creek Valley, Plat 2H, a subdivision filed for record in Plat book 6 at Page 78.

Rogue Creek Valley, Plat 2J, a subdivision filed for record in Plat Book 7 at Page 5.

Rogue Creek Valley, Plat 3B, a subdivision filed for record in Plat Book 7 at Page 1.

Rogue Creek Valley, Plat 3C, a subdivision filed for record in Plat Book 7 at Page 2.

Rogue Creek Valley, Plat 3D, a subdivision filed for record in Plat Book 7 at Page 4.

Rogue Creek Valley, Plat 3E, a subdivision filed for record in Plat Book 7 at Page 3.

Rogue Creek Valley, Plat 3F, a subdivision filed for record in Plat Book 7 at Page 9.

Rogue Creek Valley, a 39.42 acre tract of land situated in part of the southeast quarter of the southeast quarter of Section 1, Township 38 North, Range 2 East of the Fifth Principal meridian, as shown on Plat Book 10 at Page 35.

Rogue Creek Valley, a 0.05 acre tract of land situated in part of the southeast quarter of the southeast quarter of Section 1, township 38, Range 1 East.