

**DECLARATION OF COVENANTS, EASEMENTS AND
RESTRICTIONS OF BETHEL RIDGE**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the undersigned constitute all of the owners of the following described real estate situated in Boone County, Missouri, to-wit:

Lots One (1) through Eight (8), both inclusive, as shown on the Survey for Phillip E. Blom recorded in Book 3252, Page 14, Deed Records of Boone County, Missouri being located in Sections 17 and 20, Township 49 North, Range 14 West, Boone County, Missouri.

WHEREAS, the undersigned desire to place the covenants and restrictions contained herein upon all of the above described lots for our own benefit and for the benefit of all future owners of said lots and to create the easements contained herein; and

WHEREAS, the undersigned desire that said covenants and restrictions shall constitute covenants running with the land and the present and all future successive owners of said lots shall have the right to invoke and enforce said restrictions;

NOW, THEREFORE, the undersigned do hereby impose the covenants and restrictions herein set out on all of the above described lots, being Lots One (1) through Eight (8), both inclusive, of the Survey for Phillip E. Blom recorded in Book 3252, Page 14, Deed Records of Boone County, Missouri, which covenants and restrictions shall be considered as covenants running with the land whether or not the same are mentioned in subsequent conveyances, and said covenants and restrictions shall be binding upon the undersigned and our successors in title to the above described lots and to our successors and assigns forever, and the undersigned desire to create the easements set out below herein, to-wit:

A. DEFINITIONS

1. That for the purpose of this document the following terms shall have the following meanings:

a) "North Lots" as used herein shall be deemed to mean Lot 1 and Lots 3 through 8, both inclusive, of the Survey for Phillip E. Blom recorded in Book 3252, Page 14, Deed Records of Boone County, Missouri.

b) "South Lot" as used herein shall be deemed to mean Lot 2 of the Survey for Phillip E. Blom recorded in Book 3252, Page 14, Deed Records of Boone County, Missouri.

c) "Developer" as used herein shall be deemed to mean Phillip E. Blom or the assignee of all of his Developer rights.

B. USE RESTRICTIONS (NORTH LOTS)

The North Lots shall be subject to the following use restrictions:

1. That each North Lot shall be used only for single family residential dwelling purposes and uses incidental thereto and for no other purpose, and not more than one single family residential dwelling shall be constructed on each North Lot.

2. That no single family residential dwellings shall be permitted on any North Lot unless the following requirements are met:

a) The finished living area of the main floor of a one-story dwelling constructed on a basement must contain not less than 2,000 square feet.

b) The finished living area of the main floor of a one-story dwelling constructed on a slab containing a garage attached to the dwelling or built into the dwelling for no less than three (3) automobiles must contain not less than 1,850 square feet or for no less than two (2) automobiles must contain not less than 2,000 square feet.

c) The finished living area of the ground floor of a two-story dwelling must contain not less than 1,800 square feet and the total finished living area of both floors of a two-story dwelling must contain not less than 2,400 square feet.

d) The finished living area of all floors of a dwelling containing three or more levels must contain not less than 3,000 square feet and the main floor level must contain not less than 1,800 square feet.

The term "finished living area" as used herein shall be exclusive of and shall not include unfinished basement area, open porches, patios and garages.

No dwelling shall exceed two stories in height without the prior written consent of the Architectural Control Committee.

3. Any driveway appurtenant to the dwelling shall be constructed, repaired, replaced and reconstructed of a surface material equal to or better than the surface material on the public or private roadway used to access the lot unless otherwise approved in writing by the Architectural Control Committee.

4. Subject to paragraph 2b) above, no dwelling shall be permitted on any North Lot unless it contains a garage for two (2) or more automobiles, and said garage must either be a garage attached to the dwelling or built into the dwelling.

5. The outbuildings, detached buildings and outside storage sheds (permanent or portable) placed or constructed on a North Lot shall not exceed a total of two (2) in number, shall be constructed behind the front elevation of the dwelling on the lot, shall be constructed with new materials and shall not be constructed until the plans and the location on the lot for the same have been approved in writing by the Architectural Control Committee.

6. No outdoor swimming pool shall be located on a North Lot unless a privacy fence is constructed around said swimming pool at a height of not less than six (6) feet above the top of the swimming pool, and said swimming pool must be located no closer than one hundred fifty (150) feet from the front boundary line of the lot and no closer than one hundred (100) feet from the side and rear boundary lines of the lot and said swimming pool must be shielded from view from roadways and dwellings on lots subject to this Declaration in a manner approved in writing by the Architectural Control Committee.

7. No mobile home, manufactured home, modular home or prefabricated home shall be located on a North Lot.

8. No halfway house, group home, daycare center or similar type of institutional use shall be permitted on any North Lot.

9. No partially dismantled, non-operating, wrecked, junked or discarded vehicle or equipment of any kind shall be permitted to remain upon any North Lot unless enclosed from view from the other lots and from the private and public roadways providing access to the above described North Lots.

10. No dwelling shall be located closer than one hundred (100) feet to the front property line of a North Lot and no closer than fifty (50) feet from the side and rear property lines of a North Lot. No outbuilding, detached building or outside storage shed shall be located on a North Lot closer than seventy-five (75) feet from any property line of the lot.

11. All exterior perimeter boundary line fencing must be constructed either of vinyl or other material approved by the Architectural Control Committee and shall not exceed fifty-four (54) inches in height. All interior fencing shall not exceed seventy-two (72) inches in height.

12. No dog house, dog pen or dog run may be constructed on a North Lot closer than seventy-five (75) feet from the boundary line of the lot.

13. No commercial dog kennel shall be permitted on a North Lot.

14. No dog or other pet shall be permitted to run at large off the premises of a North Lot unless either such animal is on a leash and under the control of a competent person or such animal is under the control of a competent person and is obedient to the command of such person. No dog shall be kept on any North Lot unless contained thereon

by an "invisible fence" containing no less than 1 acre. No dog shall be kept on any North Lot which barks causing disturbance to the occupant of any other North Lot.

15. Except as provided herein, no animals, livestock, poultry, swine, hog or reptiles of any kind shall be raised, kept or bred on any North Lot. Anything contained herein to the contrary notwithstanding, dogs, cats or other household pets and not more than one (1) horse per three full acres of a North Lot may be kept provided they are not kept, bred or maintained for any commercial purpose.

16. No temporary structure, tent, shack, garage, barn or other outbuilding shall be used on any North Lot at any time as a dwelling, either temporary or permanent.

17. No sign of any kind shall be displayed to the public view upon any North Lot except signs used to advertise the property for sale or rent and said sign shall not exceed two (2) feet by four (4) feet in size.

18. No communication tower shall be located on any North Lot.

19. No light, light fixture or other light emitting device shall be constructed, installed, maintained or operated on a North Lot that is a nuisance to adjacent landowners. Whether the same is a nuisance shall be determined by the Architectural Control Committee. The determination by the Architectural Control Committee whether a nuisance exists shall be binding on the owner of the device and the adjacent landowners subject to this Declaration.

20. No exterior antenna and no electronic dish or satellite dish greater than twenty-four (24) inches in diameter shall be permitted on the exterior of any building on a North Lot or upon any North Lot exterior to the building on the lot without the prior written consent of the Architectural Control Committee.

21. No North Lot shall be used or maintained as a dumping ground, and rubbish, trash, garbage or other waste shall not be kept on the premises of any tract except in sanitary containers. All containers or other equipment for the storage or disposal of such materials must be kept in a clean and sanitary condition.

22. No sewage disposal system nor sewer lines shall be permitted on any North Lot unless the construction and maintenance of the same is in compliance with all applicable rules, regulations, ordinances and laws applicable to the same, and no sewage lagoon shall be installed or maintained on any North Lot unless the location of the same is approved in writing by the Architectural Control Committee.

23. No quarrying operations, mining operations, mineral excavations, oil drilling, gas drilling or mineral drilling shall be permitted on any North Lot.

24. No illegal, noxious or offensive activities shall be conducted on any North Lot nor shall anything (including but not limited to activities generating odors, noise or unsightly

appearances) be done on any North Lot which may be or may become an annoyance or nuisance to a neighbor or to the neighborhood or which would substantially interfere with the use and enjoyment of neighboring lots, the neighborhood or the values of such lots.

25. No two-wheel, three-wheel, four-wheel or greater number wheel recreational vehicle (motorcycle, moped, powered scooter, powered tricycle or motor bike) may be operated on any North Lot or on the roadway leading to a North Lot for recreational purposes in a manner which disturbs the peace of the occupant of any other lot. All such vehicles must have a suitable muffler so as to provide for quiet operation.

26. No North Lot shall be used to generate, manufacture, transport, treat, store, dispose of or transfer a hazardous substance or other dangerous or toxic substance or solid waste.

27. No structure, planting or other material shall be placed or permitted to remain in an area or any activities undertaken that may damage or interfere with storm water drainage or established slopes or that may create erosion or soil sliding problems on a lot.

28. Each building constructed on a North Lot must be completed within twelve (12) months from the commencement date of the construction.

29. No holiday, event or other temporary decorations shall be placed on any North Lot, dwelling, building, fence, wall, exterior light pole, mailbox, satellite dish, gazebo or other structure or improvement constructed, placed, altered or maintained on any North Lot in accordance with this Declaration, unless the same shall be inoffensive to other members of the Association; shall be placed no more than twenty (20) days prior to the related holiday, event or other occasion and shall be removed no more than ten (10) days following such holiday, event or other occasion. Anything contained herein to the contrary notwithstanding, any holiday, event or other temporary decorations placed on any tract, dwelling, building, fence, wall, exterior light pole, mailbox, satellite dish, gazebo or other structure or improvement constructed, placed, altered or maintained on any North Lot in accordance with these declarations shall be removed upon demand from the Architectural Control Committee and at the sole expense of the owner of such North Lot within twenty-four (24) hours of such demand.

30. No sewage disposal system shall be operated on a North Lot unless the same is a drip septic system and installed in a location approved by the Architectural Control Committee. In no event shall a sewage lagoon be operated on any North Lot subject to this Declaration.

31. The roof on a residential dwelling on a North Lot shall have a roof pitch of 8 inches per 12 inches and must be covered either with wood shingles, wood shakes, slate, laminated architectural asphalt shingles or laminated architectural fiberglass shingles, unless otherwise approved in writing by the Architectural Control Committee.

32. No North Lot subject to this Declaration shall be further subdivided, unless otherwise approved in writing by the Architectural Control Committee (which approval may be withheld in the sole and absolute discretion of the Architectural Control Committee).

C. USE RESTRICTIONS (SOUTH LOT)

The South Lot shall be subject to the following use restrictions:

1. No mobile home, manufactured home, modular home or prefabricated home shall be located on the South Lot.
2. No halfway house, group home, daycare center or similar type of institutional use shall be permitted on the South Lot.
3. No partially dismantled, non-operating, wrecked, junked or discarded vehicle or equipment of any kind shall be permitted to remain upon the South Lot unless enclosed from view from the other lots and from the private and public roadways providing access to other lots.
4. No dwelling shall be located closer than one hundred (100) feet to the front property line of the South Lot and no closer than fifty (50) feet from the side and rear property lines of the South Lot. No outbuilding, detached building or outside storage shed shall be located on the South Lot closer than seventy-five (75) feet from any property line of the South Lot.
5. No dog house, dog pen or dog run may be constructed on the South Lot closer than seventy-five (75) feet from the boundary line of the South Lot.
6. No commercial dog kennel shall be permitted on the South Lot.
7. No dog or other pet shall be permitted to run at large off the premises of the South Lot unless either such animal is on a leash and under the control of a competent person or such animal is under the control of a competent person and is obedient to the command of such person. No dog shall be kept on the South Lot which barks causing disturbance to the occupant of any other lot.
8. No temporary structure, tent, shack, garage, barn or other outbuilding shall be used on the South Lot at any time as a dwelling, either temporary or permanent.
9. No communication tower shall be located on the South Lot.
10. No sewage disposal system nor sewer lines shall be permitted on the South Lot unless the construction and maintenance of the same is in compliance with all applicable rules, regulations, ordinances and laws applicable to the same.

11. No quarrying operations, mining operations, mineral excavations, oil drilling, gas drilling or mineral drilling shall be permitted on the South Lot.

12. The South Lot shall not be used to generate, manufacture, transport, treat, store, dispose of or transfer a hazardous substance or other dangerous or toxic substance or solid waste.

13. In the event hereafter the South Lot is subdivided by deed into smaller lots, tracts or parcels without the prior written consent of the Architectural Control Committee, in the event after said subdivision each said smaller lot, tract or parcel is of sufficient size that a dwelling may be constructed on each of the same under Boone County Ordinances, and in the event any said smaller lot, tract or parcel is owned by any person or entity other than Daniel D. Weil, Lisa Heffernan Weil, a parent of Lisa Heffernan Weil or a lineal descendant of Lisa Heffernan Weil or a trust created by any of the aforesaid individuals, thereafter the use restrictions for the North Lots set out in paragraph B, subparagraphs 1 through 32 above shall thereupon become applicable to each said smaller lot, tract or parcel; provided however, the conveyance of the 1.45 acres shown as Tract 1 Title Source 2 on the survey recorded in Book 3252, Page 14, Deed Records of Boone County, Missouri by a separate deed shall not be deemed to be a subdivision of the South Lot.

14. Notwithstanding any other provision contained in this Declaration, the Architectural Control provisions contained in paragraph D below, the Architectural Control Committee provisions contained in paragraph E below, the Landscaping Requirements contained in paragraph F below, the Exterior Design and Finish Materials of Dwellings and Improvements contained in paragraph G below, the Sign and Landscape Easements provisions contained in paragraph I below and the Association provisions contained in paragraph J below shall not be applicable to the South Lot unless and until the South Lot becomes subject to the use restrictions of the North Lots as provided in paragraph 13 above and upon the South Lot becoming subject to the use restrictions of the North Lots the provisions of the aforesaid paragraphs shall thereupon be applicable to the South Lot.

D. ARCHITECTURAL CONTROL

1. No dwelling, building, fence, wall, exterior light pole, mailbox, satellite dish, gazebo or other structure or improvement shall be erected, constructed, placed, altered or maintained on any lot unless the plans and specifications therefor have been approved in advance, in writing, by the Architectural Control Committee hereinafter described. The person proposing or desiring to do any of the foregoing shall submit plans and specifications for the same to the Architectural Control Committee and shall receive a written receipt for the same by not less than one (1) member of the Committee, and said plans and specifications shall include the following:

a) Two (2) copies of the plans for the dwelling, building or other improvement showing all dimensions, interior floor plans and exterior elevations, and describing the exterior appearance; and

- b) Specifications for the dwelling, building or other improvement;
- and
- c) A landscape plan or description of landscaping to be provided.

2. All of the above documents must be submitted to the Architectural Control Committee. If fewer than all of the documents hereinabove described are presented to the Architectural Control Committee, then the submission shall be deemed to be incomplete, and need not be considered by the Architectural Control Committee. The Architectural Control Committee shall not be required to act until it has received a complete submission, including all of the documents hereinabove described and such documents must at least do the following:

- a) Show the architectural elevations of all of the improvements;
- b) Contain site plans, which show the site location of the dwelling, building or improvements;
- c) Show and describe, in detail, exterior finish materials for the dwelling, building or improvements, including a specific description as to whether same are stain/clear wood finish on all wood exteriors, paints and paint colors, types of brick or stone (including type, nature and color of brick or stone), a specific description of stone and types of stone finishes, the type, nature and color of roofing material, and very specific description of all exterior finish material;
- d) Show or describe in detail landscaping, including locations, types and sizes of landscaping material;
- e) Show all exterior dimensions;
- f) Contain all other data reasonably deemed necessary by the Architectural Control Committee so that the Architectural Control Committee can reasonably make a determination as to whether said dwelling, building or improvement is compatible with surrounding structures and topography, and with other dwellings, buildings and improvements subject to this Declaration and with the existing character of the neighborhood, and with the character of the neighborhood planned by the Architectural Control Committee.

3. In addition, no exterior addition to, or change to, or alteration of any dwelling, building, fence, wall, exterior light pole, mailbox, satellite dish, gazebo or other structure or improvement (or change in the exterior color or exterior finished material of the same) located within a lot shall be made, commenced or maintained within a lot until two (2) copies of the plans and specifications therefor, which fulfill all of the requirements for the plans and specifications for new structures and improvements hereinabove set forth, have been provided to and have been approved, in writing, by the Architectural Control

Committee, as being compatible with the site for same, and surrounding dwellings, buildings, improvements and topography, and with the general character of the neighborhood and the existing structures located therein, and with the type of development planned by the Architectural Control Committee.

4. Two (2) copies of all plans and specifications hereinabove described shall be submitted to the Architectural Control Committee, which shall be entitled to retain one copy thereof following its approval, so as to enable the Architectural Control Committee to monitor compliance with the plans and specifications approved by it. Determinations of the Architectural Control Committee shall be made by it, in its sole, absolute, unlimited and unmitigated discretion. No requirement of reasonableness on the part of the Architectural Control Committee shall be deemed to be expressed or implied. All determinations of the Architectural Control Committee shall be binding and absolute. In any event, the Architectural Control Committee shall not be required to approve any dwelling, building, fence, wall, exterior light pole, mailbox, satellite dish, gazebo or other structure or improvement or addition to, or change to, or alteration upon (or change in exterior colors or materials), unless such Architectural Control Committee, in its sole, absolute, unlimited and unmitigated discretion finds that the plans and specifications show that same would be in harmony with the location therefor, and with the site therefor, and with the surrounding structures and topography, and that same would be in keeping with the general scope and character of the existing neighborhood, and with the existing and contemplated structures to be located thereon, and that same would be of at least the same quality as the then existing structures located on tracts subject to this Declaration, and that same would be of at least the same quality as the average of the quality of the existing structures then located on lots subject to this Declaration and of the structures which the Architectural Control Committee anticipates will be placed on the lots subject to this Declaration and that same satisfies the minimum size requirements set forth above. In the event the Architectural Control Committee, or its designee, fails to approve or disapprove any plans and specifications submitted to it within thirty (30) days after such plans and specifications have been submitted to it and receipted for by not less than one (1) member of the committee, or in any event if no suit to enjoin the construction has been commenced prior to completion thereof, approval of the same committee shall not be required. However, as indicated above the Architectural Control Committee shall not be required to act upon an incomplete submission. The Architectural Control Committee shall be required to act only when it receives a complete submission, including all documents hereinabove described, which fulfill all of the requirements hereinabove described.

E. ARCHITECTURAL CONTROL COMMITTEE

1. The initial Architectural Control Committee shall be composed of Phillip E. Blom. The Architectural Control Committee may designate in writing a representative to act for it. So long as Philip E. Blom is the owner of any lot, Phillip E. Blom shall have the right to remove any member of the committee and to designate the new members of the committee and to change the number of members of the committee. In the event of the death, resignation or removal of any member of the committee, Phillip E. Blom shall designate the successor member of the committee so long as Phillip E. Blom is the owner of any lot.

2. After Phillip E. Blom no longer owns any lot, the Architectural Control Committee shall be the Board of Directors of the Association referred to below.

3. No member of the Architectural Control Committee shall receive any compensation for services performed.

4. The Architectural Control Committee shall have authority to interpret the provisions of this Declaration.

F. LANDSCAPING REQUIREMENTS

1. Each Lot Owner must landscape said Owner's lot in a manner so as to comply with the requirements of this paragraph, to-wit:

a) All portions of a lot which are visible from the roadways described herein (a "Lawn") and which are not planted in indigenous grasses pursuant to subparagraph e) of this paragraph 1 or devoted to trees and shrubs must be sodded or have grass planted thereon which shall be kept in a neatly mowed and well-maintained condition.

b) Lot Owners shall be required to avoid killing or cutting trees on any lot which has a diameter of greater than eighteen (18) inches or is located in a landscaping easement. However, the Architectural Control Committee may permit any tree having a diameter of greater than twelve (12) inches to be cut if necessary in order to construct any improvement approved by the Architectural Control Committee. The Architectural Control Committee also may approved the cutting of any other tree having a diameter greater than twelve (12) inches if the Architectural Control Committee believes that same will not adversely affect the character and appearance of the Development.

c) Each dwelling must have landscaping around same consisting of shrubs, bushes, trees, and the like approved by the Architectural Control Committee.

d) Unless planted with indigenous grasses (defined below) in accordance with subparagraph e) of this paragraph 1, no weeds (as that term is defined by the municipal code of the City of Columbia, Missouri at Section 11-251 (or a successor provision) in effect at the time of the recording of his Declaration and as modified from time to time) shall be permitted to grow on any lot; nor shall any lot on which any dwelling has been constructed accumulate brush, leaves, debris, or the like if such accumulation presents an unsightly appearance in the opinion of the Architectural Control Committee.

e) All lots must have vegetation or grass planted and growing on all portions thereof which are not devoted to improvements, i.e., no Lot Owner

shall permit any "bare areas" subject to erosion to exist on any lot. A lot may have planted thereupon natural prairie grass ("indigenous grasses") so long as the appearance of same is approved by the Architectural Control Committee and so long as well maintained by the Lot Owner.

G. EXTERIOR DESIGN AND FINISH MATERIALS OF DWELLING AND IMPROVEMENTS

1. The front elevation of a dwelling, including, without limitation, the returns, shall be of brick, stone, E.I.F.S. or other materials approved by the Architectural Control Committee. All exterior finish materials shall be of tones and colors or shades approved by the Architectural Control Committee. All exterior finish materials shall either be natural in shade, or of an earth tone, color, or shade or of a properly subdued tone, pastel color, or shade, or shall be white. The side and rear elevations of the dwelling shall be of the same material as the front elevation or of "Hardie Board" or similar material approved in writing by the Architectural Control Committee. Notwithstanding the foregoing, no dwelling shall be constructed or permitted on any Lot unless it contains brick, rock or stone on the exterior wall not less than four (4) feet above the ground level on three (3) sides, being the front wall and two (2) side walls of the dwelling.

H. ROADWAY AREAS

1. The undersigned does hereby grant and create a common, nonexclusive roadway and utility easement over and across the following described easement areas, to-wit:

a) The easement area described in the Roadway and Utility Easement recorded in Book 3236, Page 130, Deed Records of Boone County, Missouri.

b) The easement area described in the Roadway and Utility Easement recorded in Book 3252, Page 15, Deed Records of Boone County, Missouri.

for the use and benefit of the present and future owners of the North Lots and South Lot for ingress to and egress from said lots and for utility line access to said lots, all for the use and benefit of the present and future owners of said lots subject to the right of the Association (as referred to below herein) to reasonably regulate, operate, repair and maintain said easement areas and reserving unto the Developer the exclusive right to dedicate said easement areas to public use as public roadways without the consent of any other person but in the event said easement areas have not been dedicated and accepted for public use as a public roadway by the County of Boone or any other governmental authority with proper jurisdiction prior to the incorporation of the Association (described below), thereafter the Developer and the Association, or either of them, shall have the right to dedicate said easement areas to public use as a public roadway without the consent of any other person. This easement shall automatically terminate and become null and void if and when all of the roadway easement

areas described above are dedicated to and accepted by the County of Boone or any other governmental authority with proper jurisdiction as a public roadway.

The owners of the South Lot shall have the nonexclusive right to use the aforesaid roadway and utility easement areas for ingress to and egress from the South Lot but shall not be subject to assessment by the Association unless and until the South Lot becomes subject to the provisions of paragraph B, subparagraphs 1 through 32 as provided in paragraph C, subparagraph 13 above.

I. SIGN AND LANDSCAPE EASEMENTS

1. The Association shall have and is hereby granted a perpetual sign and landscape easement over and across the following described property, to-wit:

A part of Lot Five (5) of the survey for Phillip E. Blom recorded in Book 3252, Page 14, Deed Records of Boone County, Missouri, described as follows: Beginning at a point on the North boundary line of said Lot 5 which is North 77°23'41" West a distance of 25 feet from the northeast corner of said Lot 5 (being the West line of the access easement shown on said survey) thence South 0°11'23" East along the West line of said access easement a distance of 35 feet; thence northwesterly to a point on the North line of said Lot 5 which is North 77°23'41" West a distance of 35 feet from the point of beginning; thence South 77°23'41" East a distance of 35 feet to the point of beginning.

upon the following terms and conditions:

a) The Association and any of its designated representatives shall have the right to enter upon the sign and landscape easement areas and perform the following thereon:

i) To erect, install, maintain, repair, replace and remove one or more signs including entrance to the entrance to the lots described herein.

ii) To install, maintain, repair, replace and remove lighting on the signs in the easement areas and to install, maintain, repair, replace and remove sign lighting fixtures, equipment and facilities of all types.

iii) To install underground electric lines and electrical facilities to provide electricity for lighting on the aforesaid signs.

iv) To grade the easement area, alter the level of the easement area and install berms and other scenic improvements in the easement areas.

v) To install, replace, remove, trim, cultivate, fertilize, irrigate, mow and maintain trees, shrubs, ground cover, plantings and other landscaping materials of all types and kinds in the easement area.

vi) To install sprinkler and irrigation equipment and systems in the easement areas.

vii) To install fences, fencing materials, walls, structures and other improvements in the easement area.

b) The lot owners of the lot on which this sign and landscape easement is imposed are hereby barred and enjoined from doing any of the following and shall not engage in any of the following activities on the sign and landscape easement areas, to-wit:

i) The placing of any obstruction in front of the signs which would preclude the same from being visible from the public street.

ii) The altering of any sign or the infliction of any damage on any sign.

iii) The grading of the easement areas, the digging or excavating in the easement area excavating in the easement area or in any manner altering, the levels, characteristics or appearance of the easement areas.

iv) The removing of any trees, shrubs, ground cover, plantings or other landscaping materials in the easement areas.

v) The planting or gardening in the easement areas or the placing of any trees, shrubs, ground cover, plants or other landscaping materials in the easement areas.

vi) The altering of or the infliction of any damage upon any of the trees, shrubs, ground cover, plantings, fences, walls, or other improvements or landscaping materials in the easement areas.

vii) The installing of any improvements or structures within the easement areas.

viii) The placing of any fence, wall or similar structures within the easement areas.

ix) The placing of any trash or debris in the easement areas or the placing of any other material or object of any kind or type in the easement areas.

c) This easement shall run with the lot upon which the easement crosses and shall be binding upon the present and future owners of said lot and this sign and landscape easement shall run in favor of the Association which shall have the right to enforce all of the provisions of this sign and landscape easement in law or in equity, or both, and this easement shall not be amended, modified or revoked without the prior written consent of the Association.

J. ASSOCIATION

1. The Developer shall not later than December 31, 2009, cause to be incorporated a not-for-profit corporation under the laws of the State of Missouri to be known as Bethel Ridge Homeowners Association, a Missouri not-for-profit corporation (or such other name selected by the Developer in the event said name is not available), referred to herein as "Association" and the Association shall have the power to perform the purposes set out in this document. Each owner of a lot subject to this paragraph J shall be a member of the Association. The membership appurtenant to any lot shall not be separated from ownership of the lot. The Association shall be governed by the following provisions and shall have the following rights, powers, duties and responsibilities, to-wit:

a) The Association shall be governed by a Board of Directors, which shall consist of three (3) Directors appointed by the Developer until such time that the Developer no longer owns any of the lots subject to this document. Thereafter the Directors shall be elected by the members of the Association who shall be entitled to one vote for each lot owned for the election of the Board of Directors. When more than one person holds an interest in any lot, all such persons shall be members and shall have one vote for such lot which shall be exercisable as the owners of the lot may determine but in no event shall more than one vote be cast with respect to any lot. The initial Board shall have one Director serving a three (3) year term, one Director serving a two (2) year term and one Director serving a one (1) year term. Each year one new Director shall be elected so as to maintain a total membership on the Board of three (3). The election of Directors and the conduct of all affairs of the Association, shall be in accordance with the Articles of Incorporation and the By-laws established by the Directors of the Association, insofar as such By-laws do not conflict with the provisions of this document and in case of conflict the provisions of this document shall control. After the Developer no longer owns any of the lots subject to this document, the members of the Association shall have the right by majority vote to make any and all decisions of the Association.

b) Each owner of a lot subject to the provisions of this paragraph J by acceptance of a Deed, Contract for Deed or other form of conveyance therefor, whether or not it shall be so expressed in any such deed, contract or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments to be fixed, established

and collected from time to time as hereinafter provided. The annual assessments and special assessments, together with interest thereon and costs of collection as hereinafter provided, shall be a lien upon the lot against which such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof as herein provided, shall also be the personal obligation of the person who was the owner of such lot at the time the assessment was imposed.

c) The annual and special assessments shall be used for the purposes of the Association including but not limited to the following:

i) To regulate, operate, repair and maintain the roadway areas described in paragraph H above and to dedicate said roadway areas to public use as public roadways without the consent of any lot owner or any other person.

ii) To erect, install, maintain, repair, replace and remove one or more signs in the above-described sign and landscape easement area indicating entrance to the lots described herein.

iii) To install, maintain, repair, replace and remove lighting on the signs in the aforesaid sign and easement area and to install, maintain, repair, replace and remove sign lighting fixtures, equipment and facilities of all types in said easement area.

iv) To install underground electric lines and electrical facilities to provide electricity for lighting on the aforesaid signs.

v) To grade the sign and landscape easement area, alter the level of said easement area and install berms and other scenic improvements in the sign and landscape easement area.

vi) To install, replace, remove, trim, cultivate, fertilize, irrigate, mow and maintain trees, shrubs, ground cover, plantings and other landscaping materials of all types and kinds in the sign and landscape easement area.

vii) To install sprinkler and irrigation equipment and systems in the sign and landscape easement area.

viii) To install fences, fencing materials, walls, structures and other improvements in the fencing, sign and landscape easement area.

ix) To acquire title to any of the real estate located within the boundaries of the lots described here or located within the vicinity of the lots

described herein and use the same as common area for the benefit of all lot owners.

x) To maintain such insurance on the sign and landscape easement areas, roadway area and other common areas as the Association deems appropriate.

xi) To pay any and all taxes and assessments levied upon the sign and landscape easement area, if any, and upon any other common areas, if any, by any governmental authority.

xii) To carry out and exercise all of its rights, powers and duties and to perform all of its obligations as set out herein.

xiii) to enforce all of the provisions of this document and to pay the expense of enforcing the provisions of this document including attorney fees and court costs.

xiv) The term "common areas" as used above herein shall include the aforesaid roadway areas, the aforesaid sign and landscape easement area and any other real estate owned and/or controlled by the Association and designated as "common areas" by the Association.

2. The assessments of the Association shall be assessed equally against each lot subject to this paragraph J and the owner thereof which is subject to assessment as provided herein. The Association is hereby empowered to make and collect during each year from the owner(s) of each said 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 Association as required for the purpose set forth in this document. The term "lot" as used in this paragraph shall be deemed to include each smaller lot, tract or parcel in the event a lot described above herein is subdivided into smaller lots, tracts or parcels in compliance with the restrictions contained herein.

3. 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 Association may file a notice of lien with the Boone County Recorder of Deeds for delinquent 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.

4. If any assessment is not paid when due, the assessment shall bear interest from the date of the delinquency at the rate of twelve percent (12%) per annum, and the Association 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 nonuser of the benefits for which the assessment is imposed.

5. 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.

K. ENFORCEMENT

1. The Developer and/or the owner of any lot subject to this Declaration may enforce this Declaration and the provisions herein and shall have the right to proceed in law or in equity, or both, against any person or persons violating or attempting to violate any of the provisions of this Declaration, either to restrain violation or to restore damages, or both, and said remedies shall be cumulative and not exclusive, and in said legal proceedings the prevailing party shall have the right to recover from the other party all reasonable litigation expenses including a reasonable attorney fee.

L. DEVELOPER RIGHTS

1. Phillip E. Blom shall have the right to assign all of his rights hereunder as Developer, including but not limited to the right to appoint the members of the Architectural Control Committee, to appoint members of the Board of Directors of the Association and to agree to the amendment, modification or abrogation of this Declaration, to any other person or persons but any such assignment must be in writing expressly referring to this paragraph number and said assignee or assignees must be an owner of a lot subject to the provisions of this document.

M. MODIFICATION

1. This provisions contained herein applicable to the North Lots may at any time hereafter be amended, modified or abrogated upon the written declaration and agreement of both (a) the Developer or the assignee of the rights of the Developer hereunder, and (b) the owners of two-thirds (2/3) of the North Lots; provided however, after either the Developer or the assignee of the rights of the Developer hereunder cease to own any of the North Lots, the provisions of this Declaration as to the North Lots may be amended, modified or abrogated upon the written consent of the owners of two-thirds (2/3) of the North Lots.

2. The provisions contained herein may at any time hereafter be amended, modified or abrogated as to the South Lot upon the written declaration and agreement of

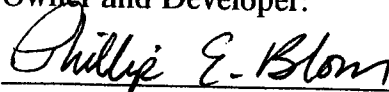
both (a) the Developer or the assignee of the rights of the Developer hereunder, and (b) all of the owners of the South Lot; provided however, after either the Developer or the assignee of the rights of the Developer cease to own any of the lots subject to this Declaration, the provisions contained herein applicable to the South Lot may at any time be amended, modified or abrogated upon the written declaration and agreement of both (a) the owners of two-thirds (2/3) of all of the lots subject to this Declaration, and (b) all of the owners of the South Lot.

N. MISCELLANEOUS

1. Invalidation of any one of the provisions of this Declaration by judgment or court's decree shall not in any way affect the validity of the other provisions herein which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto executed this document this 28 day of January, 2008.

Owner and Developer:

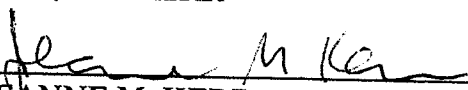


PHILLIP E. BLOM

Owners:



BOBBY P. KERR



JEANNE M. KERR

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 28 day of January, 2008, before me personally appeared PHILLIP E. BLOM, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.