

Legal Description: Tracts One (1) through Four (4), both inclusive, as shown on the Survey For Ralph Hennerich recorded in Book 3085, Page 57 Deed Records of Boone County, Missouri being located in Sections 28 and 29, township 48 North, Range 11 West, Boone county, Missouri and being known and referred to as Cedar Creek Farms.

**DECLARATION OF COVENANTS, EASEMENTS AND
RESTRICTIONS OF
CEDAR CREEK FARMS**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the undersigned is the owner of the following described real estate situated in Boone County, Missouri, to-wit:

Tracts One (1) through Four (4), both inclusive, as shown on the Survey For Ralph Hennerich recorded in Book 3085, Page 57 Deed Records of Boone County, Missouri being located in Sections 28 and 29, township 48 North, Range 11 West, Boone county, Missouri and being known and referred to as Cedar Creek Farms.

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

WHEREAS, the undersigned desires that said covenants and restrictions shall

constitute covenants running with the land and the present and all future successive owners of said tracts shall have the right to invoke and enforce said restrictions;

NOW, THEREFORE, the undersigned does hereby impose the covenants and restrictions herein set out on all of the above described tracts, being Tracts One (1) through Four (4), both inclusive, of the Survey for Ralph Hennerich recorded in Book 3085, Page 57, Deed Records of Boone County, Missouri, and being known and referred to herein as Cedar Creek Farms, 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 its successors in title to the above described tracts and to its successors and assigns forever, to-wit:

USE RESTRICTIONS

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

2. That no single family residential dwellings shall be permitted on any tract 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 1,750 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 _____ square feet and the total finished living area of both floors of a two-story dwelling must contain not less than _____ square feet.

d. The finished living area of all floors of a dwelling containing three or more levels must contain not less than _____ square feet and the main floor level must contain not less than _____ 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 of at least equal material to the public or private roadway used to access the approved by the Architectural Control Committee.

4. Subject to paragraph 2.b above, no dwelling shall be permitted on any tract 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 tract shall not exceed a total of two (2) in number, be acceptable to the Architectural Control Committee, constructed behind the front elevation of the dwelling on the tract and with new materials, and the same may not be placed on a tract until the plans and the location on the tract for the same have been approved in writing by the Architectural Control Committee.

6. No outdoor swimming pool shall be located on a tract unless a privacy fence is constructed around said swimming pool at a height of not less six (6) feet above the top of the swimming pool screening it from view, and said swimming pool must be located no closer than one hundred fifty (150) feet from the front boundary line of a tract and no closer than one hundred (100) feet from the side and rear boundary lines of a tract or is shielded from roadways and dwellings on lots subject to these covenants 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 tract.

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

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

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

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 tract closer than seventy-five (75) feet from the boundary line of a tract.

13. No commercial dog kennel shall be permitted on a tract.

14. No dog or other pet shall be permitted to run at large off the premises of a tract

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

15. Except as provided herein, no animals, livestock, poultry, swine, hog or reptiles of any kind shall be raised, kept or bred on any tract. 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 tract 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 tract 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 tract 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 tract.

19. No light, light fixture or other light emitting device shall be constructed, installed, maintained or operated on a tract 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 these Declarations.

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 tract or upon any tract exterior to the building on the tract without the prior written consent of the Architectural Control Committee.

21. No tract 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 tract 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 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 chilling, gas chilling or mineral chilling shall be permitted on any tract.

24. No illegal, noxious or offensive activities shall be conducted on any lot nor shall anything (including but not limited to activities generating odors, noise or unsightly appearances) be done on any tract 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 tracts, 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 tract or on the roadway leading to a tract for recreational purposes in a manner which disturbs the peace of the occupant of any other tract. All such vehicles must have a suitable muffler so as to provide for quiet operation.

26. No tract 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 tract.

28. Each building constructed on a 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 tract, dwelling, building, fence, wall, exterior light pole, mailbox, satellite dish, gazebo or other structure or improvement constructed, placed, altered or maintained on any tract in accordance with these declarations, unless the same shall be inoffensive to other members of the Association; placed no more than twenty (20) days prior to the related holiday, event or other occasion and 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 tract 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 tract within twenty-four (24) hours of such demand.

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

31. The roof on a residential dwelling on a 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 tract 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).

ARCHITECTURAL CONTROL

33. 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 tract, 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.

34. 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 these Covenants and with the existing character of the neighborhood, and with the character of the neighborhood planned by the Architectural Control Committee.

35. 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 tract shall be made, commenced or maintained within a tract until two (2) copies of the plans and specifications therefore, 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.

36. 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 therefore, and with the site therefore, 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 these Covenants, 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 these Covenants and of the structures which the Architectural Control Committee anticipates will be placed on the tracts subject to these Covenants 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 received 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.

LANDSCAPING REQUIREMENTS

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

a. All portions of a Tract 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 37 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. Tract Owners shall be required to avoid killing or cutting trees on any Tract 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 felled if necessary in order to construct any improvement approved by the Architectural Control Committee. The Architectural Control Committee also may approve the felling 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 37, 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 this Declaration and as modified from time to time) shall be permitted to grow on any Tract; nor shall any Tract 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 Tracts must have vegetation or grass planted and growing on all portions thereof which are not devoted to improvements, i.e. no Tract Owner shall permit any "bare areas" subject to erosion to exist on any Tract. A Tract 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 Tract Owner.

EXTERIOR DESIGN AND FINISH MATERIALS OF DWELLING AND

IMPROVEMENTS

38. 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.

ARCHITECTURAL CONTROL COMMITTEE

39. The initial Architectural Control Committee shall be composed of the members of Farms, LLC, a Missouri limited liability company. The Architectural Control Committee may designate in writing a representative to act for it. The member(s) of Farms, LLC, a Missouri limited liability company, 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, the member(s) of Farms, LLC, a Missouri limited liability company, shall designate the successor member of the committee.

40. At such time as no member of FARMS, LLC, nor FARMS, LLC, or its successors or assigns as Developer shall own any of the above described tracts or the Annexation Real Estate (described below), the Architectural Control Committee shall be elected by the owners of all of the tracts subject to this Declaration with the owners of each tract having one (1) vote for each tract owned. The new committee shall be composed of three (3) members, with one member elected for a term of one (1) year, one for a term of two (2) years, and one for a term of three (3) years, and then each year thereafter as the term of a member expires one member shall be elected annually on the first Monday of May to serve for a period of three (3) years. A member of the new committee must be an owner of a tract subject to this Declaration. In the event of the death, resignation or disqualification of any member of the new committee or of any committee elected thereafter, the owners of the tracts subject to this Declaration shall elect a successor committee member voting as above-mentioned. Any tract owner may call a meeting of the owners of the tracts subject to this Declaration for the purpose of electing the new committee and for the purpose of electing a new committee member in the event of the death, resignation or disqualification of any member of the committee.

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

42. The Architectural Control Committee shall have authority to interpret the provisions of these Restrictive Covenants.

ANNEXATION REAL ESTATE

43. The undersigned, or any assignee of the rights of the undersigned as Developer hereunder, may at any time hereafter by written Declaration recorded in the office of the Recorder of Deeds of Boone County, Missouri make all or any part of the following described real estate situated in Boone County, Missouri, to-wit:

a. _____

_____.

with the written consent of the owners of said real estate, subject to the provisions of this Declaration, and in such event each lot, tract or parcel shall be subject to and be deemed annexed into and made a part of this Declaration and shall be deemed a "tract" as referred to herein, and the owners of said lot, tract or parcel and each said lot, tract or parcel shall be subject to, be bound by and be deemed a part of this Declaration, including the Architectural Control provisions contained herein, and shall have the right to enforce the provisions of this Declaration and shall be entitled to all of the benefits contained herein.

WATER LINE EASEMENT

44. The undersigned does hereby grant and create a common, nonexclusive, perpetual water line easement over and across the following described part of the above-described tracts, to-wit:

_____.

for the use and benefit of the present and future owners of _____

_____, both inclusive, as shown on the Survey recorded in Book 3085, Page 57, Deed Records of Boone County, Missouri, for the use and benefit of the Association and for the use and benefit of the subdivision lot owners, who shall have the right to install, repair and maintain water lines in said easement areas.

ROADWAY AREAS

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

_____.

for the use and benefit of the present and future owners of the lots 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 control, operate, repair and maintain said roadway areas and reserving unto the undersigned the exclusive right to dedicate said roadway areas to public use as public roadways without the consent of any other person but in the event said roadway 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 undersigned and the Association, or either of them, shall have the right to dedicate the roadway 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.

UTILITY EASEMENTS

The undersigned does hereby grant and create a common, nonexclusive, perpetual utility easement over and across the following described part of the above-described lots, to-wit:

for the use and benefit of the present and future owners of _____, both inclusive, as shown on the Administrative Survey recorded in Book 3085, Page 57, Deed Records of Boone County, Missouri, for the use and benefit of the Association and for the use and benefit of the subdivision lot owners, who shall have the right to install, repair and maintain utility lines and utility facilities in said easement areas.

SIGN AND LANDSCAPE EASEMENTS

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

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 indicating entrance to Cedar Creek Farms.

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 each of the lots 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 each of the lots upon which the easement crosses and shall be binding upon the present and future owners of each 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.

ASSOCIATION

47. The undersigned shall not later than December 31, 2008, cause to be incorporated a not-for-profit corporation under the laws of the state of Missouri to be known as **Cedar Creek Farms Home Owners Association**, a Missouri **not for profit corporation**, 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 these covenants 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 undersigned until such time that the undersigned 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 undersigned 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 by acceptance of a Deed, Contract for Deed or other form of conveyance therefore, 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 erect, install, maintain, repair, replace and remove one or more signs in the above-described sign and landscape easement areas indicating entrance to **Cedar Creek Farms**.

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

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

iv. To grade the sign and landscape easement areas, alter the level of said easement areas and install berms and other scenic improvements in the sign and landscape 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 sign and landscape easement areas.

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

vii. To install fences, fencing materials, walls, structures and other improvements in the fencing, sign and landscape easement areas.

viii. To own, control, operate, repair and maintain the roadway areas described herein, to dedicate said roadway areas to public use as public roadways without the consent of any lot owner or any other person.

ix. To acquire title to any of the real estate within the boundaries of **Cedar Creek Farms** 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 areas and other commons areas as the Association deems appropriate.

xi. To pay any and all taxes and assessments levied upon the sign and landscape easement areas, 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 sign and landscape easement areas, the aforesaid roadway areas and any other real estate owned by the Association within **Cedar Creek Farms** as shown by the survey recorded in **book 3085 page 57**.

48. The assessments of the Association shall be assessed equally against each lot 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 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.

49. 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.

50. 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.

51. 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.

ENFORCEMENT

52. The undersigned and/or the owner of any tract 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.

DEVELOPER RIGHTS

53. FARMS, LLC shall have the right to assign all of its rights hereunder as Developer, including but not limited to the right to appoint the members of the Architectural Control Committee, to annex additional real estate to this Declaration as provided in paragraph 43 above 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 tract subject to the provisions of this document.

54. 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.

MODIFICATION

55. This Declaration and the provisions contained herein may at any time hereafter be unilaterally amended, modified or abrogated upon the written declaration of the undersigned as Developer; provided however, after either the undersigned or the assignee of the rights of the undersigned as Developer cease to own any of the tracts subject to the provisions of this Declaration, this Declaration and the provisions contained herein may be amended, modified or abrogated upon the written consent of the owners of two-thirds (2/3) of the tracts subject to this Declaration.

IN WITNESS WHEREOF, the undersigned has hereunto executed this document this ____ day of July, 2007.

OWNER:

Mark Robb and Danette Robb, co-trustees
or the the Mark R. Robb Revocable Trust
Dated October 5, 2005.

BY: _____
Mark Robb, Co-Trustee

Danette Robb, Co-Trustee

STATE OF MISSOURI) SS.
COUNTY OF BOONE)

On this ____ day of July, 2007, before me appeared Mark Robb and Danette Robb, to me personally known, who, being by me duly sworn, did say that each is a co-trustee of the Mark R. Robb Revocable Trust Agreement Dated October 5, 2005 and that each executed the foregoing Declarations of Covenants, Easements And Restrictions Of Cedar Creek Farms as their free act and deed in such capacity.

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

Notary Public

MORTGAGEE'S SUBORDINATION AGREEMENT

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, being the holder of the Note secured by the Deed of Trust recorded in Book _____, Page _____, Deed Records of Boone County, Missouri, does hereby subordinate said Deed of Trust to the above described DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS OF CEDAR CREEK FARMS.

Dated this ____ day of July, 2007.

Mortgagee

STATE OF _____) ss.
COUNTY OF _____)

ON THIS _____ day of July, 2007, before me, the undersigned, a Notary Public in and for the State of Missouri, personally appeared _____, and under the _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he execute the same as his free act and deed as such Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public
Printed Name:
