

**INDENTURE OF TRUST AND RESTRICTIONS
FOR THE VILLAGE AT INDIAN CREEK
LINCOLN COUNTY, MISSOURI
AND
ST. CHARLES COUNTY, MISSOURI**

This **INDENTURE OF TRUST AND RESTRICTIONS FOR THE VILLAGE AT INDIAN CREEK** is made and entered into this ____ day of _____, 2022, by and **between DJ LAND LLC**, a Missouri limited liability company, (herein referred to as “Developer”), and **Dale Black and Jeffrey Sheets** (herein referred to as “Trustees”).

WHEREAS, Developer is the owner of tracts of real property (the “Property”) located in Lincoln County, Missouri, and St. Charles County, Missouri, as more particularly described on Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, Developer has caused the Property to be subdivided under the name **THE VILLAGE AT INDIAN CREEK** (herein referred to as “the Subdivision”), and has caused the record plats of such Subdivision to be recorded in the Lincoln County Records, at Plat Book _____, Page _____, and in the St. Charles County Records at Plat Book _____, Page _____; and

WHEREAS, common land may be reserved on the plats of the Subdivision, and there may be designated, established and recited on such plats certain streets, common land and easements which are for the exclusive use and benefit of the residents of the Subdivision, except those streets or casements which are or may hereafter be dedicated to public entities for public facilities for the use and benefit of the residents of the Subdivision; and

WHEREAS, Developer, being the owner of the Property, may desire, from time to time, to encumber and dispose of parts thereof; and

WHEREAS, it is the purpose and intention of this Indenture to preserve the Property, subdivided as aforesaid, as a restricted neighborhood, and to protect same against certain uses by the adoption of this Indenture, and to apply the plan contained in this Indenture to all of the Property, including all common land, and mutually to benefit, guard, and restrict future residents of the Subdivision, and to foster welfare, health and safety; and

WHEREAS, all reservations, limitations, conditions, and covenants herein contained (herein referred to as “Restrictions”) are jointly and severally for the benefit of all persons who may purchase, hold, or reside the Property.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants, and agreements made by the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto **COVENANT** and **AGREE**, for themselves, their heirs, successors and assigns, as follows

ARTICLE I DEFINITION OF TERMS

The following terms when used in the Indenture shall have the following meanings:

1. “Community Advisory Committee” A committee of up to three Lot Owners set up to advise and assist the Trustees on matters related to the Subdivision and this Indenture.
2. “Common Ground” or “Common Land” or “Common Property” shall mean and refer to all real property and the improvements thereon owned by the Trustees and all easements, licenses, and other rights held by the Trustees for the common use and enjoyment of all Lot Owners, as may be shown on the record plats of the Subdivision, excluding any road or street dedicated to, owned and/or maintained by a public entity.
3. “Consumer Price Index” shall mean and refer to the Consumer Price Index, for the Midwest Region, St. Louis Area, published by the U.S. Bureau of Labor Statistics, United States Department of Labor.
4. “Developer” shall mean and refer to DJ LAND LLC, a Missouri limited liability company, its successors and assigns, including, but not limited to, any lender who takes title from DJ LAND LLC, whether by foreclosure or deed-in-lieu of foreclosure, as well as any successor owner who purchases lots constituting a portion of the Property for the purpose of building residences thereon for sale to third persons.

5. "Indenture" shall mean and refer to this Indenture of Trust and Restrictions for **THE VILLAGE AT INDIAN CREEK**, Lincoln County, Missouri, and St. Charles County, Missouri, as from time to time amended.

6. "Lot" shall mean and refer to any plot of land, with the exception of Common Ground and public roads and streets, as shown on the recorded plats of the Property.

7. "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, excluding Developer.

8. "Property" shall mean and refer to the real property described on Exhibit "A" attached hereto and incorporated herein by reference.

9. "Trustees" shall mean and refer to those persons designated such at the execution of this Indenture, and their successors and assigns as appointed or elected in accordance with the provisions hereof.

Article II DURATION OF TRUST

The Indenture of Trust herein created shall continue until such time as the plats of the Property may be vacated by Lincoln County, Missouri, and/or St. Charles County, Missouri, or successors, after which period of time fee simple title to the Common Ground shall vest in the then Lot Owners, as tenants in common. The rights of said tenants in common shall only be appurtenant to and in conjunction with ownership of Lots, and any conveyance or change of ownership of any Lot shall carry with it ownership in Common Ground so that none of Lot Owners and none of the owners of Common Ground shall have such rights of ownership as to permit them to convey their interest in the Common Ground except as is incident to the ownership of a Lot, and any sale of any Lot shall carry with it without specifically mentioning it all the incidents of ownership of the Common Ground; provided, however, that all of the rights, powers, and authority conferred upon the Trustees shall continue to be possessed by the Trustees.

ARTICLE III RESERVATION OF EXPENDITURES

Developer reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided for sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the Property.

**ARTICLE IV
DESIGNATION AND SELECTION OF TRUSTEES
AND MEETINGS OF LOT OWNERS**

4.1. Original Trustees. The original Trustees shall be Dale Black and Jeffrey Sheets, who, by their signatures hereto, consent to serve in such capacity until their successors are appointed or elected as herein provided. Should an original Trustee or a successor Trustee appointed by Developer resign, refuse to act, become disabled, or die, Developer shall have the power to appoint, by duly written, recorded instrument, a successor Trustee.

4.2. Election of Trustees. At such time as all of the Lots to be developed in the Subdivision have been sold and conveyed for residential use, or at such previous time as Developer may determine, Developer shall cause the resignation of the original Trustees (or successor Trustees appointed by Developer) and cause election of three Trustees. At that time, the Lot Owners elect three successor Trustees, one of which shall be elected to serve for one year, one of which shall be elected to serve for two years, and one of which shall be elected to serve for three years from the date of election. Thereafter, all Trustees shall be elected for terms of three years each.

4.3. Manner of Conducting Elections.

(a) The elections for the Trustees shall be by mail. Notice of call for nominations shall be sent to all Lot Owners and shall require all nominations be received within thirty days thereafter. Upon receipt, all nominations will be compiled on an election ballot and mailed to all Lot Owners, who shall have thirty days thereafter to cast their votes and return ballots to Developer. The persons receiving the most votes shall be elected Trustees; provided, however, if the persons elected decline to serve, the persons receiving the next highest number of votes shall be declared the Trustees. Notices, nominations, and ballots shall be timely received if postmarked by the deadlines set forth herein.

(b) After the mail election described above, all elections of Trustees shall be at a Meeting held for such purpose. The meeting shall be preceded by notice signed by the Trustees then in office, or should there be no Trustees, then by at least three Lot Owners, sent by mail or personally served to all Lot Owners at least ten (10) days before the date fixed for the meeting. The notice shall specify the time and place of meeting which shall be in Lincoln County. At such meeting, the majority of the Lot Owners attending such meeting, in person or by written proxy, shall have the power to elect the Trustees, who shall serve until their successors have been duly elected. At such meeting, each Lot shall be entitled to one vote, which, when the Lot Owners constitute more than one person or entity, shall be cast as they among them shall determine. A Chairperson, Secretary, and Treasurer shall be selected by the Trustees at such meeting. Any business relevant or pertinent to the affairs of the Property may be transacted at any meeting of Lot Owners

called in conformity with the procedure described above. Minutes shall be kept by the Secretary and all records shall be passed to successor Trustees.

4.4. Qualification of Elected Trustees. Any Trustee elected under the provisions herein shall be a Lot Owner in the Subdivision, or an officer or agent of a corporate Lot Owner, and if such Trustee sells his or her Lot, resigns, refuses to act, becomes disabled, or dies, the remaining elected Trustees shall appoint a Lot Owner to act as the successor for the unexpired portion of the term of the elected Trustee. Where the provisions of this instrument cannot be fulfilled by reason of unfilled vacancies among the Trustees, the Commissioners of Lincoln County, Missouri, or its successor, may, upon the petition of any concerned resident or Lot Owner in the Subdivision, appoint one or more Trustees to fill the vacancies until such time as Trustees are elected in accordance with this Indenture. Any person so appointed who is not a Lot Owner within the Subdivision shall be allowed a reasonable fee for his/her services by the order of appointment, which fee shall be levied as a special assessment against the Lots and which fee shall not be subject to any limitations on special assessments contained in this Indenture or elsewhere.

ARTICLE V TRUSTEES' DUTIES AND POWERS

The Trustees shall have the rights, powers, duties, and authorities as provided by law, described elsewhere herein, and as follows:

5.1. Acquisition of Common Ground. The Trustees shall acquire, receive, hold, convey, dispose of and administer the Common Ground in trust for the Lot Owners and in accordance with and pursuant to the provisions of this Indenture. Without limiting the generality of the foregoing, during the period in which Developer retains the right to amend this Indenture, upon request of Developer, the Trustees shall cooperate with Developer in its development of the Subdivision, and, to facilitate such development, may, in their discretion, adjust and reconfigure the Common Ground, and convey and exchange portions thereof to and from the Owners of adjoining Lots.

5.2. Control and Maintenance of Common Ground. The Trustees shall exercise control over the sidewalks, entrances and entrance markers, retaining walls, lights, gates, park areas, cul-de-sac islands, medians, shrubbery, storm water sewers, sanitary sewers, and disposal/treatment facilities constituting Common Ground as may be shown on the Plat for the exclusive use and benefit of residents of the Subdivision. The Trustees shall pay real estate taxes and assessments on the Common Ground out of the Subdivision's funds. The Trustees shall maintain and insure the Common Ground. The Trustees may improve the Common Ground with shrubbery, vegetation, decorations, buildings, or other facilities for the welfare, health, and safety of the Lot Owners. The Trustees may promulgate reasonable rules and regulations regarding the use of Common Ground for the welfare, health, and safety of the Lot Owners.

5.3. Dedication. The Trustees may dedicate to public use any private streets in the Subdivision whenever such dedication would be accepted by a public agency.

5.4. Easements. The Trustees may grant easements for public or private streets, water, sewer, electricity, gas, telephone, television, internet, or other utilities, on and over the Common Ground. Notwithstanding anything contained in this Indenture to the contrary, if required for the development of real estate adjacent to the Property (“the Neighboring Property”), Developer, their successors and assigns, are hereby granted the perpetual right and easement to enter the Common Ground to erect, install, maintain, repair, rebuild and operate water, sewer, gas, telephone, television, internet, and other utilities, including the right to clear the right-of-way for such utilities and to keep it clear of brush and trees. In addition, Developer, their successors and assigns, are hereby granted an easement for ingress and egress across roads and streets and Common Ground for the benefit of (“Neighboring Property”). The foregoing easements shall run with the land and automatically inure to the benefit of the owners of the Neighboring Property. These easements shall not be amended, modified or deleted, without the prior written consent of Developer.

5.5. Enforcement. The Trustees may prevent any infringement of or compel the performance of the Restrictions. The Trustees may prevent any infringement of or compel the performance of any rules and regulations promulgated by the Trustees regarding the use of Common Ground for the welfare, health, and safety of the Lot Owners. This provision is intended to be cumulative and not to restrict the right of any Lot Owner to proceed on his/her/their own behalf. The power and authority for enforcement by the Trustees is intended to be discretionary and not mandatory.

5.6. Vacant or Neglected Lots. The Trustees may clean up junk, garbage, and debris, and remove grass and weeds from any vacant or neglected Lots, and the Owners thereof may be charged with the reasonable expenses incurred. No Lots owned by Developer shall be deemed “vacant and neglected”. The Trustees, their agents or employees, shall not be deemed guilty or liable for any manner of trespass or injury as a result of abatement described herein.

5.7. Insurance. The Trustees shall purchase and maintain in such insurance as they may deem appropriate, including, but not limited to, property insurance and liability insurance protecting the Trustees and the Lot Owners from any and all claims.

5.8. Employment. In exercising the rights, powers, and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Indenture, the Trustees may enter into contracts or employ agents as they deem necessary.

5.9 Condemnation. In the event it shall become necessary for any public agency to acquire all or any part of the Common Ground for a public purpose, the Trustees are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary to that purpose. Should acquisition by eminent domain become necessary, only the Trustees need be made parties, and any proceeds received shall be held by the Trustees for the benefit of those entitled to the use and benefit of the Common Ground.

5.10. Variances. Trustees may grant variances from the provisions of this Indenture where, in the sole discretion of the Trustees, due cause is demonstrated by an Owner.

ARTICLE VI COMMUNITY ADVISORY COMMITTEE

The Trustees may appoint up to three Lot Owners to serve on the Community Advisory Committee. The purpose of this Committee is to advise the Trustees on matters related to the Subdivision and Indentures and assist Trustees. Trustees shall not be bound to adopt any recommendation of the Community Advisory Committee but shall give “good faith” consideration to recommendations.

ARTICLE VII ARCHITECTURAL CONTROL

7.1. Architectural Approval. From and after such time as a Lot becomes subject to assessment as provided by this Indenture the following shall require prior written approval of the Trustees:

- (a) building, garage, driveway, fence, wall, deck, patio, patio enclosure, screened porch, swimming pool, tennis court, shed, barn, outbuilding, playground equipment, water feature, landscaping, antenna, or other improvement
- (b) clearing of trees for the construction of improvements
- (c) alteration of, addition to, or removal of a prior approved improvement
- (d) changes to grade or slope of a Lot must receive prior written approval of the Trustees.
- (e) removal of a tree with a six inch or greater caliper

7.2. Architectural Restrictions. Without limiting any other provision of this Indenture or diminishing the authority of the Trustees, the following restrictions shall apply to all Lots within the Subdivision:

- (a) All dwelling structures erected on any lot shall have the minimum square footage listed below, exclusive of any garage area, and must have enclosed solid foundation, to wit:

(i) Dwellings of the design commonly referred to or known as a one-story dwelling, a split level dwelling, or a split foyer dwelling, shall have a first floor area of not less than 1,600 square feet.

(ii) Dwellings of the design commonly referred to or known as one and a half story dwelling shall have a first floor area of not less than 1,400 square feet and a total floor area of not less than 2,000 square feet.

(iii) Dwellings of the design commonly referred to or known as a two-story dwelling shall have a first floor area of not less than 1,200 square feet and a total floor area of not less than 2,400 square feet.

(b) All dwelling must have minimum of two-car attached garage.

(c) No separate detached structures are to be placed on any Lot within the Subdivision without a main dwelling already in place.

(d) All separate detached structures must:

(i) be no larger than 2,000 square feet

(ii) be built upon a continuous concrete foundation

(iii) be built with similar exterior materials and colors of the main dwelling.

(iv) have minimum 12" eave width (overhang)

(v) shall be located behind the main dwelling structure and located no nearer than twenty feet from any side lot line.

(e) Detached buildings that are constructed on lots that have subdivision road frontage on more than one side shall be constructed no nearer the subdivision road (side road) than the main dwelling.

(f) Propane must be kept behind the home, behind a privacy fence, or obscured by landscaping.

(g) Outside latrines or toilets are permitted temporarily during construction of a main dwelling, not to exceed a period of one hundred twenty days.

(h) Garages may be front entry or side entry. Front entry garages must have garage doors with windows and must be either raised panel, carriage style, or other styles as approved by Trustees.

(i) No fence, hedge, or mass planting shall be erected, placed, or altered on any Lot nearer to any street than the minimum building setback line.

7.3 All Lot Owners shall provide and maintain, at their own expense, private road entrances (commonly known as driveways) to their respective Lots. Such private road entrances shall be constructed so as not to obstruct the side or cross drainage of the road. A culvert pipe at least twelve inches in diameter, made of corrugated galvanized metal, polypropylene, or standard strength concrete pipe. Driveways shall be concrete pavement from attached garage entry to the street, and of easy grade.

ARTICLE VIII GENERAL ASSESSMENTS

8.1. Covenant to Pay Assessments. Developer hereby covenants, and each Owner of any Lot by acceptance of a deed or conveyance, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to **COVENANT** and **AGREE** to pay Lot assessments as follows: (a) an Annual General Assessment of no less than \$250 per Lot; and (b) Special Assessment as determined by the Trustees. These assessments are in addition to any other assessments which may be required by other Indentures or by law.

8.2 Collection of Assessments. Assessments are to be fixed, established, and collected by the Trustees as herein provided.

8.3 Purpose. The assessments shall be used exclusively for the purpose of promoting the welfare, health, and safety of the Lot Owners and, in particular, for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized, and for the acquisition, improvement, maintenance, and operation of the Common Ground. The assessments described herein shall not be used for acquisition, improvement, maintenance, and operation of any road or street.

8.4. Annual General Assessment. The minimum Annual General Assessment shall be at least \$250.00 per Lot per year. Each year, the Trustees may increase the Annual General Assessment by an amount which is equal to the increase in the latest published Consumer Price Index. Each General Annual Assessment shall be levied by notice thereof being given by first class mail or by posting upon the Lot against which it applies. Each General Annual Assessment shall be due on the date which is thirty days after such mailing or posting, and shall become delinquent if not paid within thirty days following such due date.

8.5 Special Assessments. If at any time the Trustees consider it necessary to make any expenditure requiring an assessment additional to the General Annual Assessment, the Trustees may levy a Special Assessment. Notice of any Special Assessment shall be given in the same manner as the notice of the General Annual Assessment.

8.6. Capitalization. Upon acquisition of record title to a Lot by the first Owner other than Developer, a contribution shall be made by or on behalf of such Owner to the working capital of the Subdivision in an amount equal \$250.00 This amount shall be in addition to, not in lieu of, the General Annual Assessment, and shall not be considered an advance payment of such assessment. Notwithstanding any provision of this Indenture to the contrary, the funds contributed under this section shall first be used to reimburse

Developer for any sums advanced to or expended on behalf of the Subdivision during any year when the assessments levied by the Trustees are insufficient to support all budgeted expenses.

8.7 Prorations. Should a Lot become subject to assessments after January 1st in any year, and should General Annual Assessment or Special Assessment have been levied for that year, then such assessments shall be adjusted so that such Lot shall be charged with a portion of the assessments prorated for the balance of that year.

8.8 Collection Costs. Assessments shall incur a late fee \$1.00 per day if not paid in full within thirty days of levy. Assessments shall bear interest at ten percent (10%) per annum beginning thirty days after levy until paid in full. Assessments that are levied and remain unpaid for thirty days shall become a lien on the Lot, together with late charges, interest, attorney's fees, and court costs. Such lien shall be in favor of the Trustees for the benefit of all Lot Owners. Assessments that are levied and remain unpaid for thirty days shall also become a personal obligation of the person(s) or entity(ies) who were the Lot Owner(s) at the time the assessment was levied. Successors to such Lot Owner(s) shall be jointly and severally liable for same except that no first mortgagee who obtains title pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which were levied prior to such acquisition of title. Recording of this Indenture constitutes record notice and perfection of liens described herein. No further claim of assessments or liens by the Trustees is required. In the event an assessment is levied and remains unpaid after thirty days, the Trustees may institute suit to collect assessments, late charges, interest, attorney's fees, and court costs and/or foreclose its lien. Each Lot Owner, by acceptance of a deed or as a party to any type of conveyance, vests in the Trustees, or its agents, the right and power to bring all actions against him or her or it for the collection of assessments, late charges, interest, attorney's fees, and court costs in the same manner as a mortgage on real estate with power of sale under Sections 443.290-443.380, RSMo, or any similar, successor provisions of Missouri state law. The Trustees may bid on a Lot at any foreclosure sale and shall have the power to acquire, hold, lease, mortgage or convey any such Lot. No Lot Owner may waive or otherwise escape liability for assessments provided for in this Indenture by virtue of claim of abandonment or non-use of the Lot. Any payment by a Lot Owner shall be applied in the following order, as applicable: 1) court costs, 2) attorney's fees, 3) interest, 4) late charges, 5) unpaid special assessments, and 6) unpaid annual assessments. In the event any Lot Owner has any assessment which is more than thirty (30) days past due, he/she/they will lose all Common Ground privileges, until said assessment and its accompanying charges are paid in full. This provision will be enforced strictly and trespass charges will be instituted by the Trustees if necessary.

8.9 Developer's Lots. Notwithstanding any provision of this Indenture to the contrary, all Lots owned by Developer shall be exempt from assessments until occupied, or until title has been transferred to the first purchaser thereof at retail (as distinguished

from sales in bulk or at wholesale to others for development or resale). Notwithstanding any provision of this indenture to the contrary, if the assessments levied in any year are insufficient to support all expenses, Developer may but shall not be obligated to advance funds to the Trustees for such purposes, and, if it does so, shall have the right to be repaid the amount of all such advances with interest thereon at the rate of ten percent (10%).

8.10. Exemptions. All Common Ground and properties exempted from taxation under the laws of the State of Missouri shall be exempt from the assessments, charges and liens created herein.

8.11 Keeping of Funds. The Trustees shall deposit the funds coming into their hands as Trustees in a bank protected by the Federal Deposit Insurance Corporation, the treasurer being bonded for the proper performance of his/her duties in an amount fixed by the Trustees.

ARTICLE IX RESTRICTIONS

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

9.1. Building Use. No Lot shall be improved, used, or occupied other than for residential occupancy by a single family. No Lot shall be used for any business or commercial purposes except that a small home-based business is allowed so long as a) it complies with the law; b) it uses no exterior signage; and c) it does not cause increased traffic or other unreasonable disturbance to the neighborhood. Notwithstanding, Developer may conduct promotional activities, marketing, and sales on the Property.

9.2 Building Location. The building lines as shown on the recorded Plat are hereby created, established, and reserved.

9.3. Nuisances. No loud, obnoxious or offensive activity shall be carried on upon any Lot or Common Ground, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot.

9.4. Maintenance. Each Owner shall maintain and keep his Lot in good order and repair, and shall do nothing which would be in violation of law. Trash, rubbish, toys, tools, cases, crates, junk, garbage, or any discarded item shall not be left in the yard of any Lot overnight, and no exterior front yard appurtenances such as sculptures, bird baths or similar personal property items which are not permanently affixed to or made a part of the real estate shall be placed in the front yard of any Lot.

9.5. Obstructions. There shall be no obstruction of any portion of the Common Ground or any storage or construction or planting thereon by any Owner. No clothes, laundry, or other articles or equipment shall be placed, hung, exposed, or stored in any portion of the Common Ground or in any portion of the yard of any Lot or on or about the exterior of any building.

9.6. Animals. No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept on the Properties, except that no more than three dogs, cats, or other household pets (except house pets with vicious propensities) may be kept or maintained on any Lot, provided that such pets are not kept for any commercial purpose and provided that such pets are at all times leashed and no “runs” or other outside structures are erected or installed therefore.

9.7. Motor Vehicles. No motor vehicle requiring what is commonly called a “commercial license” under the laws of the State of Missouri, vehicle licensed over thirty thousand pounds (30,000 lbs) under the laws of the State of Missouri, semi-tractor trailer truck, construction motor vehicle, dump truck, or other open-fender motor vehicle shall be parked or permitted to remain on the property, lots, driveways, or streets; provided however that Developer, its successors and assigns, shall be permitted to park all types of construction motor vehicles and equipment during the construction of residences upon the various lots. No motor vehicle of any kind may be dismantled, assembled, repaired or maintained in any manner upon the property, lots, driveways, or streets, unless such is conducted inside a garage, screened from public view. No motor vehicle of any kind which is unable to move under its own power shall be parked or permitted to remain on the property, lots, driveway, or streets unless kept in the garage. No motor vehicles, campers, recreational vehicles, trailers of any kind, or boats which are unlicensed shall be parked or permitted to remain on the property, lots, driveways, or streets unless kept in the garage or outbuilding. Any motor vehicle found in violation of this Indenture may be promptly removed by the Trustees, or their agents, and the owner(s) thereof shall be charged with the reasonable expenses so incurred. The Trustees may, in their sole discretion, may employ, hire, or contract with third parties to perform the rights granted herein. The Trustees, their agents or employees, shall not be deemed guilty or liable for performing the rights granted herein.

9.8. Vehicular Sight Lines. No fence, wall, tree, hedge, or shrub planting shall be maintained in such manner to obstruct sight lines for vehicular traffic.

9.9. Signs. No sign of any kind shall be displayed to public view except one professional sign of not more than 3' x 3' advertising the property for sale. However, the Developer shall be permitted to use whatever signs it deems necessary to advertise and sell the Property.

9.10. Garbage. No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored in the open on any Lot, but shall be kept secured within the improvements located on each Lot; provided, however, after sunrise on any day designated for trash pick-up, trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the curb for pick-up. The trash cans or receptacles shall be removed and secured within the improvements on each Lot prior to sundown of the same day. The Trustees shall designate one trash hauler. Each residence must contract directly with the designated trash hauler to have trash removed from the curb once a week. The purpose of this restriction is to limit the number of trash trucks entering the subdivision in order to preserve the streets while ensuring that each Lot remains clean.

9.11. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are established in this Indenture and are and/or will be reserved as shown on the Plats. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

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

9.13. Cul-De-Sac. No above-ground structure, other than required streetlights, may be erected upon a cul-de-sac, divided street entry island, or median strip, without the written approval of the Trustees.

19.14. Fences. No fences or screening of any kind shall be erected or maintained on any Lot between the rear of the residence constructed on such Lot and the street upon which such Lot fronts. Fences may be maintained on other portions of the Lot only with written consent of the Trustees as to location, material and height, and the decision of such Trustees to approve or reject a fence shall be conclusive. Nothing herein contained shall prevent placement of fences by the Trustees on the Common Ground.

9.15. Television Antenna, Etc. No exterior television or radio antennae, towers or similar structures will be allowed on any Lot in the Property. No Lot shall have an exterior freestanding signal receiving dish or similar appliance.

9.16. Hazardous and or Unsightly Materials. No above-ground gas, gasoline, oil or other hazardous material storage tanks or devices shall be permitted upon or in any Lot or the Common Ground of the Subdivision. Propane tanks complying with this Indenture are allowed.

9.17. Swimming Pools. No above ground swimming pools will be allowed on any Lot in the Subdivision unless they are recessed at least one-half of their exterior depth into the yard or the slope of a yard and completely surrounded by decking, properly skirted to the surrounding ground level so as to present the appearance of an in-ground pool. All in-ground pools must have at least four feet of concrete or some other such decking material surrounding the entire pool. The plans for any such pool must be submitted to and approved by the Trustees, and shall include drawings, material lists, landscape detail and any other information deemed necessary by the Trustees in their sole discretion. The approval of any such pool shall not constitute precedence for other such structures, and each instance will be determined on a case-by-case basis.

9.18 Prohibited Structures. There shall not be erected or maintained either temporarily or permanently, any tent, shack, house trailer, mobile home, or manufactured home on any Lot for any purpose.

9.19 Ground Cover. All lots not owned by Developer shall be maintained in its entirety with a grass ground cover. Wooded areas are excluded from requirement of grass ground cover. All grass shall be maintained and mowed at a height no greater than 6 inches.

ARTICLE X GENERAL PROVISIONS

10.1. Enforcement. Enforcement of any of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants and may be brought to restrain any such violation and to recover damages together with reasonable attorney's fees and court cost.

10.2. Actions by Trustees. The Trustees are authorized to act through a representative, provided, however, that all acts of the Trustees shall be agreed upon by at least a majority of the Trustees. No Trustee shall be held personally responsible for his wrongful acts, and no Trustee shall be held responsible for the wrongful acts of others. No Trustee shall be held personally liable for injury or damage to persons or property by reason of any act or failure to act of the Trustees, collectively or individually. If the Trustees should be sued for damages for personal injuries or death sustained by anyone or for damage to property sustained by anyone on the Property or by anyone by reason of any act of the Trustees in their capacities as Trustees (and not in their individual capacities), then the Trustees may employ attorneys to defend such suit or action or to compromise and settle, at any time, such claims, before or after suit, or after judgment; and the expense thereof, including

any amount paid in settlement or in satisfaction of any judgment recovered against them, and interest and costs and attorney's fees and other costs of defending such action, shall be assessed by the Trustees against the Owners of all Lots in the Subdivision, other than a Developer.

10.3. Amendments. Until all Lots authorized to be developed in the Property have been sold and conveyed for residential use, the provisions of this Indenture may only be amended, modified, or changed by Developer. Developer may effect any such amendment, modification, or change by recording an instrument of amendment in the office of the Recorder of Deeds for Lincoln County, Missouri. Thereafter, the provisions hereof may only be amended, modified, or changed by the written consent of two-thirds of all Lot Owners, with any such amendment, modification, or change being recorded in the Office of the Recorder of Deeds for Lincoln County, Missouri. No amendment, modification, or change shall reduce or modify the obligations or rights granted to or imposed upon the Trustees or eliminate the requirement that there be Trustees unless some person or entity is substituted for the Trustees with their responsibilities and duties.

10.4. Severability, Etc. All covenants and agreements herein are expressly declared to be independent and not interdependent. No laches, waiver, estoppels, condemnation, or failure of title as to any part of the Property or any Lot in the Property shall be of any effect to modify, invalidate, or annul any grant, covenant, or agreement herein with respect to the remainder of the Property, saving always the right to amendment, modification, or repeal as hereinabove expressly provided.

10.5. Invalidation. Invalidation of any one of the covenants of this Indenture shall in no way affect any other provision hereof.

10.6. Assignment by Developer. The rights, powers, and obligations granted to Developer may be assigned or transferred by Developer, in whole or in part, to any other person or entity to whom Developer sells, transfers, or assigns all or any of the Lots in the Property.

10.7 Rights During Construction and Sale. Notwithstanding any provision contained in this Indenture to the contrary, until all Lots have been sold and conveyed for residential use, Developer and its successors and assigns shall have the right and privilege (i) to erect and maintain advertising signs, sales flags and other sales devices and banners for the purpose of aiding the sale of Lots and residences in the Property, and (ii) to maintain sales, business, and construction offices in display homes or trailers on the Property (including, without limitation, the Common Ground) to facilitate the completion of development of the Subdivision and construction and sale of residences and improvements on the Property. Developer's construction activities shall not be considered a nuisance, and Developer hereby reserves the right and privilege for itself and its

successors and assigns to conduct the activities enumerated in this section until all Lots in the Property have been sold and conveyed for residential purposes.

10.8. Rights to Add Property. In addition to any other rights of Developer hereunder, Developer shall have the right to add additional real estate to the Subdivision or delete real estate from the Subdivision. In the event Developer adds additional real estate to the Subdivision, Developer shall have the right to amend this Indenture as deemed necessary by Developer to provide for the application of this Indenture to such real estate and the incorporation of such real estate into the Subdivision. From and after the date such real estate is added to the Subdivision, such real estate shall be governed by this Indenture, and Developer shall have the same rights, as if such real estate had been a part of the Property originally encumbered by this Indenture.

IN WITNESS WHEREOF, Developer has executed this Indenture the day below written.

DEVELOPER
DJ Land LLC.

By: _____
_____ Print Name: Dale L Black
Title: Member

STATE OF MISSOURI)
) ss
COUNTY OF LINCOLN)

I, Cynthia Davenport, a notary public, do hereby certify that on the ____ day of _____, 2022, personally appeared before me Dale Black, who, to me known to be the person described in, executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

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

Notary Public

COVER SHEET

Date:

Grantor: DJ LAND LLC

Grantee: DJ LAND LLC

Legal Description: Attached as Exhibit "A"

For Reference Only: Village at Indian Creek

See Plat Book ____, Page, and Book ____, Page ____, of the Lincoln County records, and

see Plat Book ____, Page ____, and Book ____, Page ____, of the St. Charles County Records.

NOTE: A PORTION OF THE VILLAGE AT INDIAN CREEK LIES IN ST. CHARLES COUNTY AND A PORTION LIES IN LINCOLN COUNTY. THIS ROAD AGREEMENT ONLY APPLIES TO THE LOTS LOCATED IN LINCOLN COUNTY (Lots 17-29).

**ROAD AGREEMENT
FOR THE VILLAGE AT INDIAN CREEK
LINCOLN COUNTY, MISSOURI**

NOTE: A PORTION OF THE VILLAGE AT INDIAN CREEK LIES IN ST. CHARLES COUNTY AND A PORTION LIES IN LINCOLN COUNTY. THIS ROAD AGREEMENT ONLY APPLIES TO THE LOTS LOCATED IN LINCOLN COUNTY.

This **ROAD AGREEMENT** is made and entered into this ____ day of _____, 2022, by and **between DJ LAND LLC**, a Missouri limited liability company, (herein referred to as “Developer”), and **Dale Black and Jeffrey Sheets** (herein referred to as “Trustees”).

WHEREAS, Developer is the owner of tracts of real property (the “Property”) located in Lincoln County, Missouri, and St. Charles County, Missouri, as more particularly described on Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, Developer has caused the Property to be subdivided under the name **THE VILLAGE AT INDIAN CREEK** (herein referred to as “the Subdivision”), and has caused the record plat of such Subdivision to be recorded in the Lincoln County Records, at Plat Book _____, Page _____, and in the St. Charles County Records at Plat Book _____, Page _____; and

WHEREAS, Developer has caused an Indenture of Trust and Restrictions for the Subdivision and caused same to be recorded in the Lincoln County Records, at Plat Book _____, Page _____, and in the St. Charles County Records at Plat Book _____, Page _____; and

WHEREAS, the streets of the Subdivision located in St. Charles County, Missouri, shall be owned and maintained by St. Charles County, Missouri, but the streets of the Subdivision located in Lincoln County, Missouri, shall be owned and maintained by the Trustees pursuant to this Agreement; and

WHEREAS, a street has been designated, established, and recited on the plat for the benefit and use of the portion of the Property which is located in Lincoln County, Missouri, to-wit: Lots 17-29 (herein referred to as “the Street”); and

WHEREAS, it is the purpose and intention of this Road Agreement to provide for the ownership, maintenance, and repair of the Street.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants, and agreements made by the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto **COVENANT** and **AGREE**, for themselves, their heirs, successors and assigns, as follows

ARTICLE I
DEFINITION OF TERMS

The following terms when used in the Agreement shall have the following meanings:

1. "Street" shall mean and refer to all real property and the improvements thereon as may be shown on the recorded plat of the Subdivision as the road/easement for ingress and egress to the Lots located in Lincoln County, Missouri.
3. "Consumer Price Index" shall mean and refer to the Consumer Price Index, for the Midwest Region, St. Louis Area, published by the U.S. Bureau of Labor Statistics, United States Department of Labor.
4. "Developer" shall mean and refer to DJ LAND LLC, a Missouri limited liability company, its successors and assigns, including, but not limited to, any lender who takes title from DJ LAND LLC, whether by foreclosure or deed-in-lieu of foreclosure, as well as any successor owner who purchases lots constituting a portion of the Property for the purpose of building residences thereon for sale to third persons.
6. "Lot" shall mean and refer to any plot of land, with the exception of the Street, common ground, and public roads and streets, as shown on the recorded plat of the Property which are located in Lincoln County, Missouri.
7. "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot located in Lincoln County, Missouri, excluding Developer.
8. "Property" shall mean and refer to the portion of the real property described on Exhibit "A" attached hereto and incorporated herein by reference which is located in Lincoln County, Missouri.
9. "Trustees" shall mean and refer to those persons designated such at the execution of this Agreement, and their successors and assigns as appointed or elected in accordance with the provisions hereof.

Article II
DEDICATION AND DURATION OF AGREEMENT

The Street is hereby dedicated to the Trustees, in trust, for the use and benefit of the Lot Owners. The Road Agreement herein created shall continue until such time as the plat of the Property may be vacated by Lincoln County, Missouri, or successors, after which period of time fee simple title to the Street shall vest in the then Lot Owners, as tenants in common. The rights of said tenants in common shall only be appurtenant to and in conjunction with ownership of Lots, and any conveyance or change of ownership of any Lot shall carry with it ownership in the Street so that none of Lot Owners and none of the owners of the Street shall have such rights of ownership as to permit them to convey their interest in the Street except as is incident to the ownership of a Lot, and any sale of any Lot shall carry with it without specifically mentioning it all the incidents of ownership of the Street; provided, however, that all of the rights, powers, and authority conferred upon the Trustees shall continue to be possessed by the Trustees.

ARTICLE III RESERVATION OF EXPENDITURES

Developer reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided for the Street.

ARTICLE IV DESIGNATION AND SELECTION OF TRUSTEES AND MEETINGS OF LOT OWNERS

4.1. Original Trustees. The original Trustees shall be Dale Black and Jeffrey Sheets, who, by their signatures hereto, consent to serve in such capacity until their successors are appointed or elected as herein provided. Should an original Trustee or a successor Trustee appointed by Developer resign, refuse to act, become disabled, or die, Developer shall have the power to appoint, by duly written, recorded instrument, a successor Trustee.

4.2. Election of Trustees. At such time as all of the Lots to be developed in the Subdivision have been sold and conveyed for residential use, or at such previous time as Developer may determine, Developer shall cause the resignation of the original Trustees (or successor Trustees appointed by Developer) and cause election of three Trustees. At that time, the Lot Owners elect three successor Trustees, one of which shall be elected to serve for one year, one of which shall be elected to serve for two years, and one of which shall be elected to serve for three years from the date of election. Thereafter, all Trustees shall be elected for terms of three years each.

4.3. Manner of Conducting Elections.

(a) The elections for the Trustees shall be by mail. Notice of call for nominations shall be sent to all Lot Owners and shall require all nominations be received within thirty

days thereafter. Upon receipt, all nominations will be compiled on an election ballot and mailed to all Lot Owners, who shall have thirty days thereafter to cast their votes and return ballots to Developer. The persons receiving the most votes shall be elected Trustees; provided, however, if the persons elected decline to serve, the persons receiving the next highest number of votes shall be declared the Trustees. Notices, nominations, and ballots shall be timely received if postmarked by the deadlines set forth herein.

(b) After the mail election described above, all elections of Trustees shall be at a Meeting held for such purpose. The meeting shall be preceded by notice signed by the Trustees then in office, or should there be no Trustees, then by at least three Lot Owners, sent by mail or personally served to all Lot Owners at least ten (10) days before the date fixed for the meeting. The notice shall specify the time and place of meeting which shall be in Lincoln County. At such meeting, the majority of the Lot Owners attending such meeting, in person or by written proxy, shall have the power to elect the Trustees, who shall serve until their successors have been duly elected. At such meeting, each Lot shall be entitled to one vote, which, when the Lot Owners constitute more than one person or entity, shall be cast as they among them shall determine. A Chairperson, Secretary, and Treasurer shall be selected by the Trustees at such meeting. Any business relevant or pertinent to the affairs of the Property may be transacted at any meeting of Lot Owners called in conformity with the procedure described above. Minutes shall be kept by the Secretary and all records shall be passed to successor Trustees.

4.4. Qualification of Elected Trustees. Any Trustee elected under the provisions herein shall be a Lot Owner in the portion of the Subdivision located in Lincoln County, Missouri, or an officer or agent of a corporate Lot Owner, and if such Trustee sells his or her Lot, resigns, refuses to act, becomes disabled, or dies, the remaining elected Trustees shall appoint a Lot Owner to act as the successor for the unexpired portion of the term of the elected Trustee. Where the provisions of this instrument cannot be fulfilled by reason of unfilled vacancies among the Trustees, the Commissioners of Lincoln County, Missouri, or its successor, may, upon the petition of any concerned resident or Lot Owner in the Subdivision, appoint one or more Trustees to fill the vacancies until such time as Trustees are elected in accordance with this Agreement. Any person so appointed who is not a Lot Owner within the Subdivision shall be allowed a reasonable fee for his/her services by the order of appointment, which fee shall be levied as a special assessment against the Lots and which fee shall not be subject to any limitations on special assessments contained in this Agreement or elsewhere.

ARTICLE V TRUSTEES' DUTIES AND POWERS

The Trustees shall have the rights, powers, duties, and authorities as provided by law, described elsewhere herein, and as follows:

5.1. Acquisition of Street. The Trustees shall acquire, receive, hold, convey, dispose of and administer the Street, in trust, for the Lot Owners and in accordance with and pursuant to the provisions of this Agreement. Without limiting the generality of the foregoing, during the period in which Developer retains the right to amend this Agreement, upon request of Developer, the Trustees shall cooperate with Developer in its development of the Subdivision, and, to facilitate such development, may, in their discretion, adjust and reconfigure the Street, and convey and exchange portions thereof to and from the Owners of adjoining Lots.

5.2. Control and Maintenance of the Street. The Trustees shall exercise control over the Street as shown on the plat for the exclusive use and benefit of the Lot Owners. The Trustees shall pay real estate taxes and assessments on the Street out of the Road Fund. The Trustees shall insure the Street. The Trustees may improve for the welfare, health, and safety of the Lot Owners. The Trustees may promulgate reasonable rules and regulations regarding the use of Street for the welfare, health, and safety of the Lot Owners.

5.3. Dedication. The Trustees may dedicate the Street to public use whenever such dedication would be accepted by a public agency.

5.4. Easements. The Trustees may grant easements for public or private streets, water, sewer, electricity, gas, telephone, television, internet, or other utilities, on and over the Street. Notwithstanding anything contained in this Agreement to the contrary, if required for the development of real estate adjacent to the Property (“the Neighboring Property”), Developer, its successors and assigns, are hereby granted the perpetual right and easement to enter the Street to erect, install, maintain, repair, rebuild and operate water, sewer, gas, telephone, television, internet, and other utilities, including the right to clear the right-of-way for such utilities and to keep it clear of brush and trees. In addition, Developer, its successors and assigns, are hereby granted an easement for ingress and egress across the Street for the benefit of (“Neighboring Property”). The foregoing easements shall run with the land and automatically inure to the benefit of the owners of the Neighboring Property. These easements shall not be amended, modified or deleted, without the prior written consent of Developer.

5.5. Enforcement. The Trustees may prevent any infringement of or compel the performance of any rules and regulations promulgated by the Trustees regarding the use of Street for the welfare, health, and safety of the Lot Owners. This provision is intended to be cumulative and not to restrict the right of any Lot Owner to proceed on his/her/their own behalf. The power and authority for enforcement by the Trustees is intended to be discretionary and not mandatory.

5.6. Insurance. The Trustees shall purchase and maintain such insurance as they may deem appropriate, including, but not limited to, property insurance and liability insurance protecting the Trustees and the Lot Owners from any and all claims related to the Street.

5.7. Employment. In exercising the rights, powers, and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Agreement, the Trustees may enter into contracts or employ agents as they deem necessary.

5.8 Condemnation. In the event it shall become necessary for any public agency to acquire all or any part of the Street for a public purpose, the Trustees are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary to that purpose. Should acquisition by eminent domain become necessary, only the Trustees need be made parties, and any proceeds received shall be held by the Trustees for the benefit of the Lot Owners.

ARTICLE VI ASSESSMENTS

6.1. Covenant to Pay Assessments. Developer hereby covenants, and each Owner of any Lot, by acceptance of a deed or conveyance, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to **COVENANT** and **AGREE** to pay road assessments as follows: (a) an Annual Road Assessment of no less than \$250 per Lot; and (b) Special Assessment as determined by the Trustees. These assessments are in addition to any other assessments which may be required by other Indentures, Agreements or by law.

6.2 Collection of Assessments. Assessments are to be fixed, established, and collected by the Trustees as herein provided.

6.3 Purpose. The assessments shall be used exclusively maintenance, repair, and improvement of the Street, including salt application and snow removal, as needed.

6.4. Annual Road Assessment. The minimum Annual Road Assessment shall be at least \$250.00 per Lot per year. Each year, the Trustees may increase the Annual Road

Assessment by an amount which is equal to the increase in the latest published Consumer Price Index. Each Annual Road Assessment shall be levied by notice thereof being given by first class mail or by posting upon the Lot against which it applies. Each Annual Road Assessment shall be due on the date which is thirty days after such mailing or posting, and shall become delinquent if not paid within thirty days following such due date.

6.5 Special Assessments. If at any time the Trustees consider it necessary to make any expenditure requiring an assessment additional to the Annual Road Assessment, the Trustees may levy a Special Assessment. Notice of any Special Assessment shall be given in the same manner as the notice of the Annual Road Assessment.

6.6 Capitalization. Upon acquisition of record title to a Lot located in by the first Owner other than Developer, a contribution shall be made by or on behalf of such Owner to the working capital of the Road Fund in an amount equal \$250.00 This amount shall be in addition to, not in lieu of, the Annual Road Assessment, and shall not be considered an advance payment of such assessment. Notwithstanding any provision of this Agreement to the contrary, the funds contributed under this section shall first be used to reimburse Developer for any sums advanced to or expended on behalf of the Lot Owners during any year when the assessments levied by the Trustees are insufficient to support all expenses.

6.7 Prorations. Should a Lot become subject to assessments after January 1st in any year, and should Annual Road Assessment or Special Assessment have been levied for that year, then such assessments shall be adjusted so that such Lot shall be charged with a portion of the assessments prorated for the balance of that year.

6.8 Collection Costs. Assessments shall incur a late fee \$1.00 per day if not paid in full within thirty days of levy. Assessments shall bear interest at ten percent (10%) per annum beginning thirty days after levy until paid in full. Assessments that are levied and remain unpaid for thirty days shall become a lien on the Lot, together with late charges, interest, attorney's fees, and court costs. Such lien shall be in favor of the Trustees for the benefit of all Lot Owners. Assessments that are levied and remain unpaid for thirty days shall also become a personal obligation of the person(s) or entity(ies) who were the Lot Owner(s) at the time the assessment was levied. Successors to such Lot Owner(s) shall be jointly and severally liable for same except that no first mortgagee who obtains title pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which were levied prior to such acquisition of title. Recording of this Agreement constitutes record notice and perfection of liens described herein. No further claim of assessments or liens by the Trustees is required. In the event an assessment is levied and remains unpaid after thirty days, the Trustees may institute suit to collect assessments, late charges, interest, attorney's fees, and court costs and/or foreclose its lien. Each Lot Owner, by acceptance of a deed or as a party to any type of

conveyance, vests in the Trustees, or its agents, the right and power to bring all actions against him or her or it for the collection of assessments, late charges, interest, attorney's fees, and court costs in the same manner as a mortgage on real estate with power of sale under Sections 443.290-443.380, RSMo, or any similar, successor provisions of Missouri state law. The Trustees may bid on a Lot at any foreclosure sale and shall have the power to acquire, hold, lease, mortgage or convey any such Lot. No Lot Owner may waive or otherwise escape liability for assessments provided for in this Agreement by virtue of claim of abandonment or non-use of the Lot. Any payment by a Lot Owner shall be applied in the following order, as applicable: 1) court costs, 2) attorney's fees, 3) interest, 4) late charges, 5) unpaid special assessments, and 6) unpaid annual assessments. In the event any Lot Owner has any assessment which is more than thirty (30) days past due, he/she/they will lose all Street privileges, until said assessment and its accompanying charges are paid in full. This provision will be enforced strictly and trespass charges will be instituted by the Trustees if necessary.

6.9 Developer's Lots. Notwithstanding any provision of this Agreement to the contrary, all Lots owned by Developer shall be exempt from assessments until occupied, or until title has been transferred to the first purchaser thereof at retail (as distinguished from sales in bulk or at wholesale to others for development or resale). Notwithstanding any provision of this Agreement to the contrary, if the assessments levied in any year are insufficient to support all expenses, Developer may, but shall not be obligated, to advance funds to the Trustees for such purposes, and, if it does so, shall have the right to be repaid the amount of all such advances with interest thereon at the rate of ten percent (10%).

6.10 Keeping of Road Fund. The Trustees shall deposit the funds coming into their hands as Trustees in a bank protected by the Federal Deposit Insurance Corporation. These funds shall be known as the Road Fund. The Trustee's treasurer shall be bonded for the proper performance of his/her duties in an amount fixed by the Trustees. Upon written request Lot Owners may receive a copy of the financial records for the Road Fund. The Trustees shall provide the Lot Owners with an accounting at least once a year.

ARTICLE VII RESTRICTIONS

The following Restrictions are imposed upon and against the Street:

- 7.1 The speed limit shall be _____. Trustees may purchase and post signs regarding same.
- 7.2 Lot Owners, their invitees, and their guests shall drive carefully and prudently and keep a careful lookout.

**ARTICLE VIII
GENERAL PROVISIONS**

8.1. Enforcement. Enforcement of any of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants and may be brought to restrain any such violation and to recover damages together with reasonable attorney's fees and court cost.

8.2. Actions by Trustees. The Trustees are authorized to act through a representative, provided, however, that all acts of the Trustees shall be agreed upon by at least a majority of the Trustees. No Trustee shall be held personally responsible for his wrongful acts, and no Trustee shall be held responsible for the wrongful acts of others. No Trustee shall be held personally liable for injury or damage to persons or property by reason of any act or failure to act of the Trustees, collectively or individually. If the Trustees should be sued for damages for personal injuries or death sustained by anyone or for damage to property sustained by anyone on the Property or by anyone by reason of any act of the Trustees in their capacities as Trustees (and not in their individual capacities), then the Trustees may employ attorneys to defend such suit or action or to compromise and settle, at any time, such claims, before or after suit, or after judgment; and the expense thereof, including any amount paid in settlement or in satisfaction of any judgment recovered against them, and interest and costs and attorney's fees and other costs of defending such action, shall be assessed by the Trustees against the Owners of all Lots in the Subdivision located in Lincoln County, Missouri, other than a Developer.

8.3. Amendments. Until all Lots authorized to be developed in the Property have been sold and conveyed for residential use, the provisions of this Agreement may only be amended, modified, or changed by Developer. Developer may effect any such amendment, modification, or change by recording an instrument of amendment in the office of the Recorder of Deeds for Lincoln County, Missouri. Thereafter, the provisions hereof may only be amended, modified, or changed by the written consent of two-thirds of Lot Owners located in Lincoln County, Missouri, with any such amendment, modification, or change being recorded in the Office of the Recorder of Deeds for Lincoln County, Missouri. No amendment, modification, or change shall reduce or modify the obligations or rights granted to or imposed upon the Trustees or eliminate the requirement that there be Trustees unless some person or entity is substituted for the Trustees with their responsibilities and duties.

8.4. Severability, Etc. All covenants and agreements herein are expressly declared to be independent and not interdependent. No laches, waiver, estoppels, condemnation, or failure of title as to any part of the Property or any Lot in the Property shall be of any

effect to modify, invalidate, or annul any grant, covenant, or agreement herein with respect to the remainder of the Property, saving always the right to amendment, modification, or repeal as hereinabove expressly provided.

8.5. Invalidation. Invalidation of any one of the covenants of this Agreement shall in no way affect any other provision hereof.

8.6. Assignment by Developer. The rights, powers, and obligations granted to Developer may be assigned or transferred by Developer, in whole or in part, to any other person or entity to whom Developer sells, transfers, or assigns all or any of the Lots in the Property.

8.7 Rights During Construction and Sale. Notwithstanding any provision contained in this Agreement to the contrary, until all Lots have been sold and conveyed for residential use, Developer and its successors and assigns shall have the right and privilege (i) to erect and maintain advertising signs, sales flags and other sales devices and banners for the purpose of aiding the sale of Lots and residences in the Property, and (ii) to maintain sales, business, and construction offices in display homes or trailers on the Property (including, without limitation, the Street) to facilitate the completion of development of the Subdivision and construction and sale of residences and improvements on the Property. Developer's construction activities shall not be considered a nuisance, and Developer hereby reserves the right and privilege for itself and its successors and assigns to conduct the activities enumerated in this section until all Lots in the Property have been sold and conveyed for residential purposes.

8.8. Rights to Add Property. In addition to any other rights of Developer hereunder, Developer shall have the right to add additional real estate to the Subdivision or delete real estate from the Subdivision. In the event Developer adds additional real estate to the Subdivision, Developer shall have the right to amend this Agreement as deemed necessary by Developer to provide for the application of this Agreement to such real estate and the incorporation of such real estate into the Subdivision. From and after the date such real estate is added to the Subdivision, such real estate shall be governed by this Agreement, and Developer shall have the same rights, as if such real estate had been a part of the Property originally encumbered by this Agreement.

IN WITNESS WHEREOF, Developer has executed this Agreement the day below written.

DEVELOPER
DJ Land LLC.

By: _____
Print Name: Dale L Black
Title: Member

STATE OF MISSOURI)
) ss
COUNTY OF LINCOLN)

I, Cynthia Davenport, a notary public, do hereby certify that on the ____ day of _____, 2022, personally appeared before me Dale Black, who, to me known to be the person described in, executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

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

Notary Public