

**INDENTURE OF TRUST AND RESTRICTIONS
FOR HARMONY HILLS ESTATES
WARREN COUNTY, MISSOURI**

THIS INDENTURE OF TRUST AND RESTRICTIONS FOR HARMONY HILLS ESTATES is made and entered into this ____ day of ____, 2023 by and between DJ LAND LLC, a Missouri limited liability company (hereinafter referred to as "First Party").", and Dale Black and Jeff Sheets (hereinafter collectively referred to as "Trustees").

WITNESSETH THAT:

WHEREAS, First Party is the owner of a tract of real property (the "Property") located in Warren County, Missouri, as more particularly described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, First Party has caused the Property to be subdivided under the name " HARMONY HILLS ESTATES" (sometimes hereinafter referred to as the "Subdivision"), and has caused the record plat of such Subdivision to be recorded in the Warren County Records, at Plat Book ____, Page ____; and

WHEREAS, common land may be reserved on the plat of the Subdivision, and there may be designated, established and recited on such plat 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 bodies and agencies and which have been provided for the purpose of constructing, maintaining and operating sidewalks, sewers, pipes, poles, wires, storm water drainage, parks and other facilities and public utilities for the use and benefit of the residents of the Subdivision; and

WHEREAS, First Party, being the owner of the entire tract, 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 said tract of land, subdivided as aforesaid, as a restricted neighborhood, and to protect the same against certain uses by the adoption of this Indenture, and to apply the plan contained in this Indenture to all of said land described herein, including all common land, and mutually to benefit, guard and restrict future residents of the Subdivision and to foster their health and safety; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, and all of which are sometimes hereafter termed "restrictions," are jointly and severally for the benefit of all persons who may purchase, hold or reside upon the tract covered by this instrument.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the parties hereto each to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto COVENANT and AGREE to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold though them, together with their heirs, successors or assigns, any of the lots and parcels of land in the Subdivision, all as hereinafter set forth:

ARTICLE I
DEFINITION OF TERMS

The following terms when used in the Indenture (unless the context requires otherwise) shall have the following meanings:

1. "**Community Advisory Committee**" shall have the meaning set forth in Article VI hereof
2. "**Common Ground**" or "**Common Land** or "**Common Property**" (or the plural of any thereof) 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 Owners, including, without limitation, open spaces, cul-de-sac islands, streets, paths, trails, walkways, storm water and sanitary sewers and drainage facilities, retaining walls, subdivision entrance ways and monuments, street lights, and other such areas and facilities as may be shown on the record plat of the Subdivision. Nothing hereinabove contained shall be deemed a representation that any of the enumerated facilities are or will be included in the Subdivision or that any such facilities will be constructed upon Common Ground.
3. "**Consumer Price Index**" shall mean and refer to the Consumer Price Index For All Urban Consumers, All Items, St. Louis, Missouri (1982-84=100) published by the Bureau of Labor Statistics, United States Department of Labor.
4. "**First Party**" 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 builder or developer who purchases vacant Lots or parcels of land 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 HARMONY HILLS ESTATES, Warren 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 shown on the recorded subdivision plat of the Property.
7. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers but excluding those having such interests as security for the performance of an obligation and excluding First Party.
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 in the preamble to this Indenture, and their successors and assigns as appointed or elected in accordance with the provisions of Article IV hereof.

**Article II
DURATION OF TRUST**

The Indenture of Trust herein created shall continue until such time as the plat of the Property may be vacated by Warren County, Missouri, or its successors, after which period of time fee simple title to the Common Property shall vest in the then record Owners of all Lots constituting a part of the Property, as tenants in common. The rights of said tenants in common shall only be appurtenant to and in conjunction with their ownership of Lots in said plat, and any conveyance or change of ownership of any Lot shall carry with it ownership in Common Property so that none of the Owners of Lots and none of the owners of the Common Property shall have such rights of ownership as to permit them to convey their interest in the Common Property 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 Property; provided, however, that all of the rights, powers and authority conferred upon the Trustees shall continue to be possessed by said Trustees.

**ARTICLE III
RESERVATION OF EXPENDITURES**

First Party 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 savers, 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 elected or appointed as hereinafter provided. Should an original Trustee or a successor Trustee appointed by First Party resign other than as required by Section 4.2. refuse to act, become disabled or die, First Party 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 First Party may determine, First Party shall cause the resignation of the original Trustees, and the then Owners shall elect three (3) successor Trustees, one (1) of which shall be elected to serve for one (1) year, one (1) of which shall be elected to serve for two (2) years, and one (1) of which shall be elected to serve for three (3) years from the date of election. Thereafter, all Trustees shall be elected for terms of three (3) years each.

4.3. Manner of Conducting Elections: Meetings of Owners. (a) The elections for the successor Trustees under Section 4.2. of this Indenture shall be by mail. Notice of call for nominations shall be sent to all Owners, and shall require all nominations be received within thirty (30) days thereafter. Upon receipt, all nominations will be compiled on an election ballot and mailed to all Owners, who shall have thirty (30) days thereafter to cast their votes and return their ballots to First Party. The persons receiving the most votes shall be elected the successor Trustees; provided, however, if the persons elected declines to serve, the person receiving the next highest number of votes shall be declared the Trustee unless he/she also declines to serve, in which event the position shall be given to the next highest vote recipient and the process shall continue until the position is accepted. In the event of a tie, a runoff election shall be conducted by mail in the aforesaid manner. For purposes hereof, nominations and/or ballots shall be timely received if postmarked by the United States Postal Authority no later than midnight on such thirtieth (30th) day.

(b) Except as provided in Section 4.3(a) of this Indenture, all elections by Owners shall be preceded by notice signed by the Trustees then in office, or should there be no Trustees, then by three (3) such Owners, sent by mail to or personally served upon all Owners at least ten (10) days before the date fixed for the meeting to be held for the purpose of electing Trustees. The said notice shall specify the time and place of meeting which shall be in Warren County. At such meeting or at any adjournment thereof, the majority of the Owners attending such meeting, in person or by proxy, shall have the power to elect such Trustees, who shall thereupon serve until their successors have been duly appointed or elected and qualified. At such meeting, each Lot shall be entitled to one (1) vote, which, when the Owner of such Lot constitutes more than one person or entity, shall be cast as they among them shall determine; in no event shall more than one (1) vote be cast with respect to any Lot. The result of any election of Trustees shall be certified by the persons elected as chairman and secretary at such meeting, and their certification shall be acknowledged and recorded. Any business relevant or pertinent to the affairs of the Property may be transacted at any meeting of Owners called in conformity with the procedure described above. Twenty-five percent (25%) of the Owners shall constitute a quorum for the purpose of electing Trustees and for the purpose of conducting any other business coming before a meeting.

4.4. Qualification of Trustees. Any Trustee elected under the provisions of this Article shall be an Owner in the Subdivision, or an officer or agent of a corporate Owner, and if such Trustee sells his or her Lot or resigns, refuses to act, becomes disabled or dies, the remaining Trustees shall appoint an Owner to act as the successor for the unexpired portion of the term of the Trustee no longer acting; provided, however, that notwithstanding the foregoing any Trustee appointed by the First Party who resigns, refuses to act, or becomes disabled shall be replaced only with a successor Trustee appointed by the First Party. Where the provisions of this instrument cannot be fulfilled by reason of unfilled vacancies among the Trustees, the Commissioners of Warren County, Missouri or its successor, may, upon the petition of any concerned resident or Owner in the Subdivision, appoint one or more Trustees to fill the vacancies until such time as Trustees are elected or selected in accordance with this Indenture. Any person so appointed who is not an 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 described throughout this Indenture and the following rights, powers, duties and authorities:

5.1. Acquisition of Common Property. To acquire, receive, hold, convey, dispose of and administer the Common Property in trust and in accordance with and pursuant to the provisions of this Indenture, and to otherwise deal with the Common Property as hereinafter set forth. Without limiting the generality of the foregoing, during the period in which First Party retains the right under Section 11.9 of this Indenture to amend this Indenture, upon request of First Party, the Trustees shall cooperate with First Party in its development of the Subdivision, and, to facilitate such development, shall have the right, in their discretion, to adjust and reconfigure the Common Property and to convey and exchange portions thereof to and from the owners of adjoining Lots

5.2. Control of Common Property. To exercise such control over the easements, streets and roads, sidewalks (except for those easements: streets and roads and sidewalks which are now or may

hereafter be dedicated to public bodies or agencies), entrances and entrance markers, retaining walls, lights, gates, park areas: cul-de-sac islands, medians, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities constituting Common Property as may be shown on the record plat of the Subdivision, as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets and roads, etc., by the necessary public utilities and others, including the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sidewalks, sewers, pipes, poles, wires and other facilities and public utilities for services to the Lots, and the right to establish traffic rules and regulations for the usage of driveways, streets and parking lots in the Property.

5.3. Maintenance of Common Property. To exercise control over the Common Property and easements for the exclusive use and benefit of residents of the Subdivision, and to pay real estate taxes and assessments on said Common Property out of the general assessment hereinafter authorized; to maintain and improve the Common Property with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures, and any and all other types of facilities in the interest of health, welfare, safety, morals, recreation, entertainment, education, and general use of the Owners and residents in the Subdivision, all in conformity with applicable laws; and to prescribe by reasonable rules and regulations the terms and conditions of the use of Common Property, all for the benefit and use of the Owners and residents in the Subdivision and according to the discretion of the Trustees.

5.4. Dedication. To dedicate to public use any private streets constructed or to be constructed in the Property whenever such dedication would be accepted by a public agency.

5.5. Easements. To grant easements for public or private streets, sewers, utilities and cable television on and over the Common Property. Notwithstanding anything contained in this Indenture to the contrary, if required in connection with First Party's or its successors' or assigns' development of property adjacent to the Property, the Trustees shall grant First Party, Cuivre River Electric, Centurylink telephone and other public authorities, and their respective successors and assigns, the perpetual right and easement to enter the Common Ground at any time and from time to time to erect, install, maintain, repair, rebuild and operate water, sewer, gas, telephone, power and cable television pipes, lines, poles and conduits including the right to clear the right-of-way for such pipes, lines, poles and conduits, and to keep it clear of brush and trees; provided, however, such of such easement holders who exercise the foregoing rights shall be responsible to promptly restore and re-vegetate any portion of the Common Ground thereby disturbed. In addition, First Party shall have an easement for pedestrian and vehicular access over and across any and all streets constructed or shown on the Plat, for the benefit of any property owned by First Party adjacent to or near the Property ("Neighboring Property"). The foregoing easement shall run with the land and automatically inure to the benefit of the owner of any Neighboring Property, and be binding against the Subdivision, without the need for execution or recordation of any subsequent documents. The provisions of this Section 5.5 shall not be amended, modified or deleted without the prior written consent of First Party.

5.6. Enforcement. To prevent, as Trustees of an express trust, any infringement and to compel the performance of any restriction set out in this Indenture or established by law, and also any rules and regulations issued by said Trustees governing the use of the Common Property or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any Owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

5.7. Vacant and Neglected Lots. To clean up rubbish and debris and remove grass and weeds from and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant and

neglected Lots or parcels of land in the Property, and the Owners thereof may be charged with the reasonable expenses so incurred; provided no Lots owned by First Party shall be deemed "vacant and abandoned." The Trustees, their agents or employees, shall not be deemed guilty or liable for any manners of trespass or any other act or any injury, abatement, removal or planting.

5.8. Plans and Specifications. As more specifically provided in Article VII hereof, to consider, approve or reject any and all plans and specifications for any and all buildings or structures and any additions or exterior renovations thereto, fences, satellite dishes, swimming pools, tennis courts, playground equipment and landscaping proposed for construction, erection or installation on any Lot. In acting hereunder, the Trustees shall consider and apply the limitations and parameters established in this Indenture and shall otherwise use their discretion in determining what is best for the Subdivision as a whole, and in no event shall a decision to allow or disallow any item constitute precedent for any similar future request, nor shall such a decision be considered a reversal of any past request for similar approval.

5.9. Insurance. To purchase and maintain in force such insurance as they may deem appropriate, including, but not limited to, property insurance and liability insurance protecting the Trustees and the Owners from any and all claims for personal injuries and property damage arising from use of the Common Property and facilities.

5.10. 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, from time to time to enter into contracts, employ agents, servants and labor as they may deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Trustees.

5.11. Condemnation. In the event it shall become necessary for any public agency to acquire all or any part of the Common Property 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 of said Common Property.

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

ARTICLE VI

COMMUNITY ADVISORY COMMITTEE

6.1 The Trustees may at their sole discretion may appoint up to 3 Lot Owners to serve on the Community Advisory Committee. The purpose of this Committee will to advise the Trustees on matters related to the Subdivision and Indentures and assist Trustees in administrative activities as delegated by 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 AND ENVIRONMENTAL CONTROL

7.1. Architectural Approval. From and after such time as a Lot becomes subject to assessment as provided in Article IX of this Indenture, no building, fence, wall, driveway, deck, patio, patio enclosure, screened porch or other structure, swimming pool, tennis courts or improvement shall be commenced, erected or maintained on such Lot, nor shall any exterior addition to, removal of all or any part thereof, or exterior change or alteration (structural or nonstructural) in any improvement on such Lot be made, apparatus or device be attached to or the color or other exterior appearance of any structure upon any such Lot be changed nor shall any grade or slope of any Lot be changed until the plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location and configuration of the same shall have been submitted to and approved in writing by the

Trustees. In the event the Trustees fails to approve or disapprove any design, materials, colors or location within sixty (60) days after all required plans and specifications have been submitted to it (and fees, if required, have been paid), approval will not be required, and this provision will be deemed to have been fully complied with. The Trustees are authorized where it deems appropriate to charge a review fee for any submission to defray the costs of reviews it conducts or authorizes.

7.2 Tree Removal. No tree with a six inch (6") or greater caliper be removed from the Lot without prior written consent from the Trustees. Prior to removal of any trees for construction of any pool, fencing, detached buildings, storage sheds, barns or other structures approval must be obtained as follows:

(a) Identification of the area of trees to be removed, together with construction plans and specifications for proposed pool, fencing, detached buildings, storage sheds, barns or other structures along with proposed location shall be submitted to the Trustees. In the event the Trustees fails to approve or disapprove within sixty (60) days after all required plans and specifications have been submitted to it (and fees, if required, have been paid), approval will not be required, and this provision will be deemed to have been fully complied with. The Trustees are authorized where it deems appropriate to charge a review fee for any submission to defray the costs of reviews it conducts or authorizes.

7.3. Architectural Restrictions. Without limiting any other provision of this Indenture or diminishing the authority of the Trustees under Article V of this Indenture, 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, exclusive of any garage area, and must have enclosed solid foundations, to wit:
- (i) Dwellings of the design commonly referred to or known as one story dwelling, a split level dwelling, or a split foyer dwelling, shall have first floor area, exclusive of that portion encompassed within an attached garage, of not less than One Thousand Six Hundred (1600) square feet.
 - (ii) Dwellings of the design commonly referred to or known as one and half story dwelling (except dwellings of the design commonly referred to or known as (split level dwelling, or a split foyer dwelling), shall have first floor area, exclusive of that portion encompassed within an attached garage, of not less than One Thousand fourteen Hundred (1400) square feet and total floor area of not less than Two Thousand (2,000) square feet.
 - (iii) Dwellings of the design commonly referred to or known as two story dwelling (except dwellings of the design commonly referred to or known as (split level dwelling, or a split foyer dwelling), shall have first floor area, exclusive of that portion encompassed within an attached garage, of not less than One Thousand Twelve Hundred (1200) square feet and total floor area of not less than Two Thousand Four Hundred (2,400) square feet.

No fence, hedge or mass planting shall be erected, place or altered on any Lot nearer to any street than the minimum building set-back line without the approval of the Trustees and appropriate governmental authorities.

(b) All dwelling structures must have minimum of 2 car attached garage.

(b) No fence may be erected on any Lot that borders Common Ground without the approval of the Trustees.

- (c) No Lot Owner shall change the appearance of any improvements within or upon the Common Ground.
- (d) No addition, alteration or improvement to the Lots or Common Ground shall, without the prior approval of the Trustees, cause any increase in the premiums of any insurance policies carried by the Trustees or by the Owners of any Lots other than those affected by such change.
- (e) No separate detached buildings, storage sheds, barns or other structures are to be placed on any Lot within the Subdivision without there already being a main dwelling structure or without prior written consent of the Trustees. All separate detached buildings, storage sheds, barns or other structures shall not be larger than 2,000 square feet and must be built upon a continuous concrete foundation and must use of similar exterior materials and colors of the main dwelling structure. All detached buildings, storage sheds, barns or other structures must have minimum 12" eave width (overhang). All specifications of material, plans, site plans and colors must first receive approval from the Trustees. Detached buildings, storage sheds, barns or other structures shall be located behind the main dwelling structure and located no nearer than twenty feet (20') from any side lot line. 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) Room, garage or other additions to the improvements on any Lot must be of similar materials and siding color as the main structure, and all specifications of material, plans and colors must first receive approval from the Trustees.
- (g) All L.P. tanks must be kept behind the home and out of site or behind a privacy fence or obscured by landscaping.
- (h) Outside latrines or toilets may be permitted temporarily during construction of a dwelling unit, not to exceed a period of one hundred twenty (120) days.
- (i) 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.

ARTICLE VIII DRAINAGE FACILITIES

8.1. Trustees' Responsibility - Common Property. The Trustees shall be responsible for the maintenance, repair and replacement of storm sewers, if any, or other drainage facilities located on and servicing any Common Property or improvements thereon in the Property.

8.2 All lot owners shall provide and maintain at their own expense private road entrances (commonly known as driveways) to their respective tracts; such private entrances shall be constructed so as not to obstruct the side or cross drainage of the roadway. Except as were waived in writing by the Trustees, there shall be placed in all driveways to the proper grade and depth a pipe culvert of at least twelve (12) inches in diameter, made of corrugated galvanized metal, Polypropylene or standard strength concrete pipe. Should Trustees grant such waiver at a later date determine that driveway is in fact obstruct in the side or cross drainage of the roadway, Trustees may require lot owner to install such pipe culvert as described above. Such driveways shall be concrete pavement a minimum distance of 37 feet from attach garage entry and of easy grade, coinciding with the connecting roadway. All driveways must connect to a subdivision street.

ARTICLE IX

ASSESSMENTS

9.1. General. First Party, for each Lot within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay (i) annual assessments or charges; and (ii) special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments together with such interest thereon and costs of collection thereof shall be a charge on the Lot and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

9.2. Purpose. The assessments levied under this Article shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision 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 Property and all facilities thereon and easements herein or on the plat(s) of the Property established, including, but not limited to, the payment of taxes and insurance thereon, and repair, maintenance, replacements and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and for such other needs as may arise.

9.3. Annual Assessments. The maximum annual assessment shall, until increased as herein authorized, be Six Hundred and 00/100 Dollars (\$600.00) per Lot; provided, however, that the Trustees may increase such assessment for any assessment year by an amount which is equal to the increase in the Consumer Price Index as indicated by the last available Index published prior to the assessment year over the corresponding last available Index published prior to commencement of the first assessment year hereunder. If such Index be discontinued, the Trustees shall utilize a successor index, determined by the Trustees in their sole judgment, to be most similar to the discontinued Index. The Trustees may, after consideration of current maintenance costs and future costs and needs, fix the actual assessment for any year at a lesser amount. The Trustees may change the basis and maximum of assessments provided for herein upon the approval of a majority of the Trustees and the assent of a majority of the Owners voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meetings. Each annual assessment shall be levied prior to or during the year for which it is levied, notice thereof being given by first class mail addressed to the last known or usual post office address of each Owner and deposited in the United States mail with postage prepaid, or by posting of a notice of the assessment upon the Lot against which it applies. Each annual assessment shall be due on the date which is thirty (30) days after such mailing or posting, and shall become delinquent if not paid within thirty(30) days following such due date.

9.4. Special Assessments. If at any time the Trustees consider it necessary to make any expenditure requiring an assessment additional to the annual assessment, the Trustees may levy a special assessment; provided, however, that the lien of any such special assessment shall be junior to and subordinate to the lien of any deed of trust imposed within four (4) years of the date of this Indenture upon any property affected by such assessment if the holder of such deed of trust be a duly qualified savings and loan association, bank, insurance company, retirement or pension fund, otherwise the lien of such assessment to be senior to that of any encumbrance recorded after the date of this Indenture. The limit of the annual assessments for general purposes set forth in Section 8.3, hereof shall not apply to

any assessment made under the provisions of this Section 8.4. Notice of any special assessment hereunder shall be given in the same manner as notices of annual assessments are given, with such assessment becoming delinquent thirty (30) days after the date of such notice.

9.5. Capitalization. Upon acquisition of record title to a Lot by the first Owner thereof for occupancy as a residence other than First Party, a contribution shall be made by or on behalf of such Owner to the working capital of the Subdivision in an amount equal to the greater of (i) Two Hundred and 00/100 (\$200.00). This amount shall be in addition to, not in Lieu of, the annual assessment, and shall not be considered an advance payment of such assessment. Notwithstanding any provision of this Indenture to the contrary, the working capital contributed under this Section 8.5. shall first be used to reimburse First Party for any sums advanced to or expended on behalf of the Subdivision during any year when the assessments levied under this Article VIII are insufficient to support all budgeted expenses.

9.6. Prorations. Should a Lot become subject to assessments after January 1 in any year, and should an annual or special assessment have been levied for that year, then such assessment shall be adjusted so that such Lot shall be charged with a portion of the assessment prorated for the balance of that year.

9.7. Interest and Liens. All assessments shall bear interest at the rate of one percent (1%) over the from time-to-time publicly announced floating prime rate of interest shown in The Wall Street Journal from the date of delinquency, and such assessment, together with interest and costs of collection, shall constitute a lien upon the Lot against which it is assessed until the amount, together with interest and charges, is fully paid. As an assessment becomes delinquent, the Trustees may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded in the office of the Recorder of Deeds for Warren County, Missouri, and thereafter institute any appropriate legal action to enforce such lien. Should an Owner pay an assessment after the recording of a notice thereof, the Trustees shall cause to be executed and recorded (at the expense of the Owner of the affected Lot) a release of said lien. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional (bank, savings and loan association, pension or retirement fund, insurance company or federally insured mortgage) first mortgage now or hereafter placed upon any Lot with respect to which assessments have become due and payable prior to a sale or transfer of such Lot pursuant to foreclosure or transfer in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. As used herein, the term "mortgage" or "mortgages" shall include deed or deeds of trust.

9.8. First Party's Lots. Notwithstanding any provision of this Indenture to the contrary including, but not limited to, the provisions of this Article VIII, all Lots owned by First Party shall be exempt from assessment (general or special) 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 under Section 8.3. or this Section 8.8. are insufficient to support all budgeted expenses, First Party 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 one percent (1%) over the from time to time publicly announced floating prime rate of interest shown in The Wall Street Journal.

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

9.10. 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 duties in an amount fixed by the Trustees.

9.11. Ordinance Compliance. Notwithstanding any other conditions herein, the Trustees shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations any municipality of which the Property may become a part, including, but not limited to, maintenance and operation of street lights, easements and roadways (except for those easements and roadways as are dedicated to public bodies or agencies) and for such purposes shall not be limited to the maximum assessment provided for herein.

ARTICLE X RESTRICTIONS

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

10.1. Building Use. No building or structure shall, without the approval of the Trustees be used for a purpose other than that for which the building or structure was originally designed.

10.2. Building Location. No building or structure shall be located on any Lot nearer to the street(s) upon which such Lot fronts or by which such Lot is bordered or the side or rear Lot lines than the front building line or side or rear set-back lines shown on the plat of the Property.

10.3. Re-subdivision. No Lot shall be re-subdivided nor shall a fractional part of any Lot be sold without the consent of the Trustees, which consent shall not be unreasonably withheld, and unless all requirements of any municipality of which the Property may become a part, are complied with. In the event either of the foregoing is approved, then the assessment attributable to the Lot so subdivided shall be pro-rated between the resulting Lots.

10.4. Commercial Use. Except for the promotional activities conducted by First Party in connection with the development of the Property and the marketing and sale of residences therein and the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances, no commercial activities of any kind shall be conducted on any Lot.

10.5. Nuisances. No loud, obnoxious or offensive activity shall be carried on upon any Lot or Common Ground in the Subdivision, 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 or other parcel.

10.6. 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 or any discarded item shall not be left in the front or back 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 realty shall be placed in the front yard of any Lot.

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

10.8. 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 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. The keeping of any pet which by reason of its noisiness or other factor is a nuisance (as determined by the Trustees in their sole judgment) or annoyance to the neighborhood is prohibited.

10.9. Trucks, Boats, Etc. No trucks (other than pick-up trucks not exceeding 3/4 ton) or commercial vehicles, boats, motorcycles, campers, house trailers, boat trailers or trailers of any other description shall be permitted to be parked or stored on any Lot unless they are parked or stored in an enclosed garage or in such other enclosure (open or otherwise) approved by the Trustees, except only during periods of approved construction on the Lot. Further, no motor vehicle or equipment shall be repaired or otherwise serviced in front of or adjacent to any residence in the Subdivision.

10.10. Abandoned Vehicles. No abandoned cars, motorcycles, jeeps, trucks or motor vehicles of any kind whatsoever that are unable to move under their own power may be stored or suffered to remain upon any of the Common Property or on any Lot. If any such motor vehicle is so stored or remains on the aforesaid premises, the Trustees may take the necessary steps to remove the same at the Owner's expense.

10.11. Vehicular Sight Lines. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no live tree shall be removed without the approval of the Architectural Control Committee.

10.12. Out Buildings. No structure of a temporary character, trailer: tent, shack, shall be installed, constructed or maintained on any Lot at any time.

10.13. Signs. Except as required by law, no signs, advertisements, billboards or advertising structures of any kind may be erected, maintained or displayed on any Lot; provided, however, that nothing herein shall prohibit signs erected or displayed by First Party in connection with the development of the Property and the marketing and sale of residences therein.

10.14. 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 street curbing for pick-up; and, provided, further, that trash cans or receptacles shall be removed and secured within the improvements on each Lot prior to sundown of the same day.

10.15. 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 recorded plats of the Property. 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.

10.16. 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.

10.17. Cul-De-Sac. Etc. 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.

10.18. 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 Lots 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.

10.19. Television Antenna, Etc. No exterior television or radio antennae, towers or similar structures will be allowed on any Lot in the Property. Further, except as may be approved by the Trustees pursuant to Article VI of this Indenture, no Lot shall have an exterior freestanding signal receiving dish or similar appliance; provided, however, notwithstanding anything contained herein to the contrary, the Trustees may approve installation of a satellite or digital dish receiver which is no greater than one (1) meter tall or wide.

10.20. 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 servicing residence are permitted subject to provisions set forth in Paragraph 7.3(g)

10.21. Swimming Pools. (a) No above ground swimming pools will be allowed on any Lot in the Subdivision unless they are recessed at least one-half (1/2) 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. 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 its 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.

(b) All in-ground pools must have at least four feet (4') of concrete or some other such decking material surrounding the entire pool.

(c) Any requirements set forth in this Section for approval of installation of pools that may conflict with any governmental codes or guidelines may be changed by the Trustees to conform with such governmental guidelines.

10.22 Prohibited Structures. There shall not be erected or maintained either temporarily or permanently, any tent, house trailer, mobile home, or manufactured home on said premises for any purpose whatsoever.

10.23 Ground Cover. All lots not owned by first party 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 XI GENERAL PROVISIONS

These general provisions shall apply to the foregoing Indenture:

11.1. 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 for to recover damages therefore together with reasonable attorney's fees and court cost.

11.2. 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 said Trustees. No Trustee shall be held personally responsible for his wrongful acts, and no Trustees 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 at any time 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 First Party, in the same manner as provided Section 8.5. The Trustees from time to time serving hereunder, except Trustees appointed pursuant to Section 4.4 hereof, shall not be entitled to any compensation or fee for services performed pursuant to this Indenture.

11.3. Adjoining Tracts. The Trustees named hereunder shall be the Trustees of the Property and are authorized and empowered to cooperate and contract with Trustees of adjoining or nearby tracts in the development and maintenance of facilities inuring to the benefit and general welfare of the inhabitants of the entire area.

11.4. 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 First Party. First Party may from time to time effect any such amendment, modification or change by recording an instrument of amendment in the office of the Recorder of Deeds for Warren County, Missouri. Thereafter, the provisions hereof may only be amended, modified or changed by the written consent of two-thirds (2/3rds) of all the Owners, with any such amendment, modification or change being recorded in the Office of the Recorder of Deeds for Warren 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.

11.5. 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.

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

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

11.8 Rights During Construction and Sale. Notwithstanding any provision contained in this indenture to the contrary, until all Lots authorized by the Ordinance to be developed in the Property have been sold and conveyed for residential use, First Party 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. First Party's construction activities shall not be considered a nuisance, and First Party 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. The provisions of this Section 10.8, shall not be amended, modified or deleted without the prior written consent of First Party.

11.9. Rights to Add Property. In addition to any other rights of First Party hereunder, First Party shall have the right, at any time and from time to time, to add additional real estate to the Subdivision or delete real estate from the Subdivision. In the event First Party adds additional real estate to the Subdivision, First Party shall have the right to amend this Indenture as deemed necessary by First Party 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 First Party shall have the same rights, as if such real estate had been a part of the Property originally encumbered by this Indenture. This Section 11.9 shall not be amended without the consent of the First Party.

11.10. Term. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Indenture shall run with and bind the Property for a term which is the longer of: (i) thirty (30) years from the date of recordation of this Indenture, after which said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots subject hereto has been recorded agreeing to terminate this indenture as of the end of any such ten (10) year period, unless continued in effect by the vote of two-thirds (2/3) of the Lots in such Subdivision by an appropriate instrument filed of record prior to the vacation of the plat(s) of such Subdivision as aforesaid. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such termination, and unless written notice of the proposed agreement of termination is sent to every Owner at least ninety (90) days in advance of any action taken.

IN WITNESS WHEREOF, First Party has executed this Indenture the day first above written.

FIRST PARTY

DJ Land LLC.

By: _____

Print Name: _____

Title _____

