

THE VINEYARDS

USE RESTRICTIONS

2. That each residential lot and the dwelling erected on each said lot shall be used only for single family residential dwelling purposes as defined by the Ordinances of the City of Columbia, Missouri and for no other purpose, except as provided in this numbered paragraph.

A residential lot may be used for a "home occupation" as defined in the Ordinances of the City of Columbia, Missouri except as follows:

a) No daycare facility, daycare center, preschool center, nursery school, child placement center, child education center, child experiment station, child development institution or similar facility or activity shall be operated or conducted on a lot.

b) No halfway house, residential care facility, group home, recovery house or similar facility shall be operated or conducted on a lot.

c) A home office shall be permitted in a dwelling on a lot provided such use is not discernable from outside the dwelling and the public, customers, clients, patients or other business invitees or guests are not received on the premises for business or commercial purposes.

That except as otherwise expressly provided above herein, no residential lot shall be used and no dwelling, structure or improvement shall be placed, erected or used on a residential lot for any business, professional, trade or commercial purpose.

3. No dwelling shall be permitted on any residential lot unless the following requirements are met:

a) The finished living area of the ground floor of a one-story dwelling (with or without a basement) must contain not less than 1,600 square feet above grade.

b) The finished living area of the ground floor of a one and one-half story dwelling (with or without a basement) must contain not less than 1,450 square feet above grade and the total finished living area of the ground floor and the upper floor of said dwelling must contain not less than 1,750 square feet.

c) The finished living area of the ground floor of a two story dwelling (with or without a basement) must contain not less than 1,200 square feet above grade and the total finished living area of the ground floor and the upper floor of said dwelling must contain not less than 2,400 square feet.

d) The total finished living area of all bottom finished floor levels of a split foyer, tri-level, four-level or greater numbered level dwelling must contain not less than 1,450 square feet above grade (for example, finished living area above a garage shall be counted in computing said 1,450 square feet but finished living area above a lower finished living area shall not be counted in computing said 1,450 square feet) and the total finished living area of the dwelling must contain not less than 1,900 square feet.

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

4. No dwelling shall be permitted on any residential lot unless it contains an attached garage or a basement garage for not less than two (2) automobiles. No detached garage and no carport shall be permitted on any residential lot.

5. Not more than one single family dwelling with an attached garage or a basement garage shall be permitted on any residential lot and said single family dwelling shall not exceed two and one-half stories in height in addition to the basement.

6. No dwelling shall be permitted on any residential lot unless the entire front wall space of the dwelling and the entire side wall space of a dwelling facing a public road right-of-way is composed of brick, stone, stucco or EIFS (drivit) except decorative vinyl

may be used only on the gables of said front wall, on the front wall returns and on the gables of said side walls. In the event a dispute occurs as to the location of the "front wall" space or the location of the "side wall space" the decision of the Architectural Control Committee as to the location of the same shall control.

Vinyl siding may be used on the sidewalls except as referred to in the preceding paragraph and on the rear walls of dwellings and the thickness of said vinyl must be .44 millimeters thickness.

7. No dwelling shall be permitted on any residential lot unless the main roof contains a pitch which shall not be less than seven (7) inches of vertical drop for each twelve (12) inches of horizontal distance. In the event a dispute occurs as to the location of the "main roof" the decision of the Architectural Control Committee as to the location of said main roof shall control.

8. No flue or chimney shall be constructed adjacent to the exterior wall of any dwelling unless the same is entirely enclosed either with masonry or with the same material as the exterior siding on the dwelling.

9. No dwelling including the attached garage shall be located closer to the boundary line of any residential lot than the building lines shown on the plat of the subdivision where the lot is located, except this restriction shall not be applicable to porches, porticos, stoops, balconies, bay windows and other windows, eaves, chimneys and other similar projections.

10. No dwelling shall be permitted on any residential lot unless the lot also contains a concrete driveway leading from the public street to the garage attached to the dwelling and unless said driveway is of sufficient width that two (2) automobiles may be parked side by side on the driveway.

11. No fence shall be constructed or located on any residential lot unless written permission to do so is granted by the Architectural Control Committee and unless location and type of fence to be installed is approved by the Architectural Control Committee in writing, except (a) no chain link fence shall be installed on any lot, (b) no dog pen shall be installed on any lot and (c) no fence shall be constructed on any residential lot closer to the front boundary line of the lot than the plane of the rear wall of the dwelling on the lot extended in both directions to the side lot lines and in addition on a corner lot no fence

shall be constructed closer to the side lot line abutting the street than the line established by the plane of the side of the house nearest to the street extended to the rear of the lot (in other words, a fence cannot be closer to the street running along the front of the house than a line established by the rear of the house nor closer to the street running along the side of the house than the side of the house which is closest to the street).

12. No personal property, with the exception of operative automobiles or operative pickup trucks not to exceed one ton in size, shall be placed or stored in the open on any residential lot nearer to the boundary lines of the lot than the building lines shown on the subdivision plat.

13. No vehicle, with the exception of operative automobiles or operative pickup trucks not to exceed one ton in size, shall be parked, placed or stored overnight upon any of the public roadways located in the above described subdivision.

14. No uncovered parking area or space on any residential lot shall be used for parking of an automobile, truck, trailer, boat, mobile home, camper, recreational vehicle or anything else except operative automobiles or operative pickup trucks not to exceed one ton in size for the personal use of the occupants of the dwelling on the lot may be parked in the driveway on a lot provided the same is used for transportation not less frequently than each twenty-four (24) hours. No vehicle shall be blocked up and placed on blocks on a residential lot for a period of more than twenty-four (24) hours. A vehicle shall not be parked in the yard on a residential lot except on the paved driveway. No automobile, truck, trailer, boat, mobile home, camper, recreational vehicle or other type of vehicle shall be parked in the public road right-of-way for more than twenty-four (24) hours.

15. No partially dismantled, non-operating, wrecked, junked or discarded vehicle or equipment of any kind shall be permitted to remain upon any residential lot or upon any of the public roadways abutting any residential lot.

16. No automotive or equipment manufacture, rebuilding, repair or maintenance shall be permitted on any residential lot except for normal periodic vehicle maintenance.

17. No doghouse, dog pen or dog run, storage box, portable building, shed, barn, storage facility or other structure exterior to the dwelling shall be located on any residential lot, except a dog house may be installed on a residential lot with the prior written consent of

the Architectural Control Committee and except storage shall be permitted under a deck provided such area is wholly screened from the view of other residential lots and the public.

18. No tower, exterior antenna, satellite dish, electronic dish, television aerial, radio aerial or electronic wires or structures shall be attached to the exterior of any dwelling on a residential lot or upon any residential lot exterior to the dwelling on the lot without the prior written consent of the Architectural Control Committee.

19. All garage doors must be kept closed at all times except when driving vehicles into or out of the garage and except when placing articles in or removing articles from the garage.

20. No garage shall be used for the storage of flammable or explosive materials, except each residential lot owner shall be allowed to keep an appropriate amount of gasoline and other lubricants which are necessary for the maintenance of lawnmowers and other machines or equipment normally used to maintain the lot.

21. No garden shall be permitted on a residential lot exceeding the dimensions of 9 feet x 12 feet in size and said garden must be well kept before, during and after the growing season, except no corn of any type or description shall be grown or planted on any residential lot.

22. No substantial changes shall be made in the landscape design on a residential lot subsequent to its approval by the Architectural Control Committee without the prior written consent of the Architectural Control Committee.

23. The owner of each residential lot shall keep the lawn neat, clean and uniformly mowed and clipped to a reasonable and attractive height not to exceed six inches (6") in height.

24. No fuel storage tank of any kind, above or below ground, shall be permitted on any residential lot.

25. No open fires shall be permitted on any residential lot except for fires in outdoor grills used for the preparation of food.

26. No prefabricated, modular, manufactured or otherwise preassembled or preconstructed home shall be permitted on any residential lot and no residential dwelling which has been previously at another location shall be moved onto any residential lot, without the prior written consent of the Architectural Control Committee.

27. The portion of the yard area on any residential lot containing a dwelling must be sodded in the area between the front line of the lot and the front line of the dwelling (extended to each side lot line) and the remainder of said yard must be seeded with grass, and said sodding and seeding must be completed as soon as possible after the completion of the construction of the dwelling on the lot. In addition, the front yard area of any residential lot containing a dwelling must contain not less than two (2) trees of the type approved by the Architectural Control Committee with each tree having a diameter at the base of not less than two (2) inches and must have not less than eight (8) shrubs of a three gallon size or larger with mulch beds of the type approved by the Architectural Control Committee. In addition, on corner lots the side yard abutting the public road right-of-way must be sodded in the area between a line extending from the front of the dwelling along the side of the dwelling to the rear lot line and a line which is the public road right-of-way line and, in addition, on corner lots the side yard area must contain two (2) trees and eight (8) shrubs of the size and type specified above for the front yard area. In the event a dispute occurs as to the area which must be sodded, the decision of the Architectural Control Committee as to the location of the same shall control.

28. The owner of each residential lot shall keep the shrubs on the lot neatly trimmed and in the event of the death or destruction of any trees or shrubs on a residential lot the owner of the lot shall as soon as practical replace the same with trees and/or shrubs of similar size and quality.

29. The roof on a residential dwelling on a lot must be covered with architectural shingles which must be of the color either of weathered wood, charcoal, dark gray or black unless otherwise approved in writing by the Architectural Control Committee.

30. No dwelling or other structure on a residential lot shall be permitted to remain with its exterior in an unfinished condition for longer than six (6) months after the commencement of construction work on the same without the prior written consent of the Architectural Control Committee.

31. No dwelling on a residential lot damaged by fire, windstorm, vandalism or other damage shall be permitted to remain in said damaged condition for a period of longer than six (6) months without the prior written consent of the Architectural Control Committee.

32. Any fencing on a residential lot approved by the Architectural Control committee must be constructed with the finished side facing out from the lot.

33. No basketball goal shall be installed on a residential lot without the prior written consent of the Architectural Control Committee. No basketball goal shall be attached to a residential dwelling and no basketball goal, whether permanent or portable, shall be placed in street right-of-way. All backboards shall be either clear or painted white and all poles shall be painted black.

34. All permitted recreational or play structures (other than basketball goals) located on a residential lot must be located behind the rear line of the dwelling (extended to each side lot line).

35. No above ground swimming pool shall be permitted on any residential lot. All pools and hot tubs shall be entirely screened from ground view from other lots and from the public.

36. No noxious or offensive activity shall be carried on upon any residential lot, nor shall anything be done thereon which may become an annoyance or nuisance to a neighbor or the neighborhood.

37. No temporary structure, basement, tent, shack, trailer or mobile home shall be used on any residential lot at any time as a residence, either temporary or permanent, except temporary sheds and warehouse structures shall be permitted on a residential lot during the time of the development of the lot and/or during the time of the construction of a dwelling on the lot.

38. No animal, livestock, poultry, bird or reptile of any kind shall be raised, kept or bred on any residential lot, except that dogs, cats or other household pets may kept provided they are not kept, bred or maintained for any commercial purpose.

39. No sign of any kind shall be displayed to the public view upon any residential lot except (a) one professional sign on the lot of a size not more than one (1) foot tall by two (2) feet wide shall be permitted on a lot, (b) one sign not more than four square feet in size may be installed on the lot to advertise the lot for sale or rent, (c) two (2) political signs on a lot not exceeding six (6) square feet in size without illumination may be located on a lot four (4) weeks prior to a political election and forty-eight (48) hours after a political election (no political flags or pennants shall be permitted), and (d) the Developer (or the assignee of its

Developer rights) may maintain development and construction signs on the lots owned by the Developer (or the assignee of its Developer rights) until the Developer (or the assignee of its Developer rights) has sold and conveyed title all of the aforesaid lots.

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

41. No structure, planting or other materials shall be placed or permitted to remain on the easement areas on a residential lot as shown on the Plat of the subdivision which may damage or interfere with the installation and maintenance of the utility facilities.

42. No quarrying operations, mining operations, mineral excavations, oil drilling, gas drilling or mineral drilling shall be permitted on any residential lot.

43. No individual water supply system and no individual sewage disposal system shall be permitted on any residential lot.

44. No downspouts, roof drainage water or storm water drainage shall be connected to the sanitary sewer system in the subdivision.

45. No above ground utility line shall be permitted on any residential lot without the prior written consent of the Architectural Control Committee.

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

47. No fence, wall, hedge or shrub planting obstructing sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines commencing at the lot corner and extending along each of the two street property lines a distance of thirty (30) feet and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner the lot line shall be extended

into the intersection on imaginary lines until they meet with the thirty (30) feet dimension to be measured from the point where said imaginary lines meet in the intersection.

48. The exterior finished wall material on a dwelling must be installed down to a point which is within eight inches (8") of the finished yard grade so as to minimize unfinished exterior foundation walls being exposed to view.

49. No mailbox shall be installed on any residential lot or in the public roadway adjacent to any residential lot unless and until the design and location of the same is approved in writing by the Architectural Control Committee.

50. No garage sale, sample sale or similar activity shall be conducted on any lot without the prior written consent of the Association. The Association shall have the right to make, alter and revoke reasonable rules regarding such activities and any such rule shall be binding upon the owner of each residential lot.

51. After a residential lot has been sold by the Developer, said lot shall not be subdivided by deed, plat, survey, condominium declaration or otherwise into smaller lots, tracts or parcels without the prior written consent of the Architectural Control Committee; provided however, nothing contained herein shall prevent the Developer from subdividing any lot owned by the Developer into smaller lots, tracts or parcels or from amending lot lines, or from combining lots, or from eliminating lots, or otherwise amending the boundary lines of any lot and that nothing contained herein shall prevent the partition of a lot as between co-owners thereof if such right of partition shall otherwise be available, but said partition shall not be in kind.

52. The Developer shall have and does hereby reserve the right to locate, relocate, erect, construct, maintain, use, and authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary sewers, storm sewers, gas mains and lines, water mains and lines, electric, telephone and cable television lines and other utilities and to give or grant rights-of-way or easements therefor, over, under, upon and through all easement, right-of-way and common areas shown on the plat of The Vineyards, Plat No. 1 and on any plat of any of the real estate hereafter annexed to this Declaration as provided below herein.

ARCHITECTURAL CONTROL

53. No dwelling, building, fence, wall or other structure or improvement shall be erected, constructed, placed, altered or maintained on any residential lot, unless the plans and specifications therefor have been approved in advance, in writing, by the Architectural Control Committee hereinafter described. The person proposing or desiring to do any of the foregoing shall submit plans and specifications for the same to the Architectural Control Committee and said plans and specifications shall include the following:

- a) Two (2) copies of the plans for the dwelling, building or other improvement showing all components, dimensions, interior floor plans and exterior elevations, and describing the exterior appearance; and
- b) Two (2) copies of the specifications for the dwelling, building or other improvement; and
- c) Two (2) copies of the landscape plan or description of landscaping to be provided.

All of the above documents must be submitted to the Architectural Control Committee and said committee will have five (5) or more working days to review said documents. If fewer than all of the documents hereinabove described are presented to the Architectural Control Committee, then the submission shall be deemed to be incomplete, and need not be considered by the Architectural Control Committee. The Architectural Control Committee shall not be required to act until it has received a complete submission, including all of the documents hereinabove described and such documents must at least do the following:

- i) Show the elevations of all of the improvements;
- ii) Contain site plans, which show the site location of the dwelling, building or improvements;
- iii) Contain floor plans for the dwelling, building or improvements;
- iv) Show and describe, in detail, exterior finish materials for the dwelling, building or improvements, including a specific description as to whether same are stain/clear wood finish on all wood exteriors, paints and paint colors, types of brick or stone (including type, nature and manufacturer of brick or stone and brick or stone colors), roofing material types, kinds and

colors, a specific description of stone and types of stone finishes, and a very specific description of all exterior finish material;

v) Show or describe in detail landscaping, including locations, types and sizes of landscaping material;

vi) Show all interior and exterior dimensions;

vii) Contain all other data reasonably deemed necessary by the Architectural Control Committee so that the Architectural Control Committee can reasonably make a determination as to whether said dwelling, building or improvement is compatible with surrounding structures and topography, and with other dwellings, buildings and improvements subject to this Declaration and with the existing character of the neighborhood, and with the character of the neighborhood planned by the Architectural Control Committee.

In addition, no exterior addition to, or change to, or alteration of any dwelling, building, fence, wall, structure or improvement (or change in the exterior color of any dwelling, building or improvement, or in the exterior finish materials of any dwelling, building or improvement) located within a residential lot shall be made, commenced or maintained within a residential lot until two (2) copies of the plans and specifications therefor, which fulfill all of the requirements for the plans and specifications for new structures and improvements hereinabove set forth, have been provided to and have been approved, in writing, by the Architectural Control Committee, as being compatible with the site for same, and surrounding dwellings, buildings, improvements and topography, and with the general character of the neighborhood and the existing structures located therein, and with the type of development planned by the Architectural Control Committee.

Two (2) copies of all plans and specifications hereinabove described shall be submitted to the Architectural Control Committee, which shall be entitled to retain one copy thereof following its approval, so as to enable the Architectural Control Committee to monitor compliance with the plans and specifications approved by it. Determinations of the Architectural Control Committee shall be made by it, in its sole, absolute, unlimited and unmitigated discretion. No requirement of reasonableness on the part of the Architectural Control Committee shall be deemed to be expressed or implied. All

determinations of the Architectural Control Committee shall be binding and absolute. In any event, the Architectural Control Committee shall not be required to approve any dwelling, building, fence, wall, structure or improvement or addition to, or change to, or alteration upon (or change in exterior colors or materials), unless such Architectural Control Committee, in its sole, absolute, unlimited and unmitigated discretion finds that the plans and specifications show that same would be in harmony with the location therefor, and with the site therefor, and with the surrounding structures and topography, and that same would be in keeping with the general scope and character of the existing neighborhood, and with the existing and contemplated structures to be located thereon, and that same would be of at least the same quality as the then existing structures located on residential lots subject to this Declaration, and that same would be of at least the same quality as the average of the quality of the existing structures then located on residential lots subject to this Declaration and of the structures which the Architectural Control Committee anticipates will be placed on the residential lots subject to this Declaration and that same satisfies the minimum size requirements set forth above. In the event the Architectural Control Committee, or its designee, fails to approve or disapprove any plans and specifications submitted to it within thirty (30) days after such plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to completion thereof, approval of the said committee shall not be required. However, as indicated above the Architectural Control Committee shall not be required to act upon an incomplete submission. The Architectural Control Committee shall be required to act only when it receives a complete submission, including all documents hereinabove described, which fulfill all of the requirements hereinabove described.

54. The initial Architectural Control Committee shall be composed of SAM H. BOYCE, JOHN R. GAGE and RONALD L. STUART, who may act separately and individually and who shall not be required to act jointly in carrying out the functions of said committee. The Architectural Control Committee may designate in writing one or more representatives to act for it. The Developer, Premier Development Properties, LLC, a Missouri limited liability company, shall have the right to remove any member of the committee and to designate the new members of the committee and to change the number of members of the committee. In the event of the death, resignation or removal of any

member of the committee, Premier Development Properties, LLC, a Missouri limited liability company, shall designate the successor member of the committee.

After all residential lots subject to this Declaration, including any residential lots hereafter annexed to this Declaration as provided below herein, have been sold by Premier Development Properties, LLC, a Missouri limited liability company, the Architectural Control Committee shall be the Board of Directors of the Association referred to below herein.

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

The Architectural Control Committee shall have authority to interpret the provisions of these restrictions.

55. Any personal interests, or alleged personal interests, of a member of the Architectural Control Committee with respect to matters to be submitted to such committee for its determination shall be waived as a disqualification and a member of the Architectural Control Committee shall be permitted to participate in any decisions, whether or not such member has or arguably has an interest in the matter to be decided by the committee. As hereinabove indicated, all determinations of the Architectural Control Committee shall be final and binding. The Architectural Control Committee shall have sole, absolute, unlimited and unmitigated discretion with respect to all matters submitted to it for its determination, and no requirement that it be reasonable in its action shall be deemed to be expressed or implied, as all such requirements are waived and eliminated in their entirety.

56. That notwithstanding any other provisions contained herein, the Architectural Control Committee(s) and the members thereof shall be exempt from, and shall not be liable for, any claims, actions, causes of action, demands, losses, suits, liability or expenses of any kind, nature or description whatsoever, so long as they act in good faith. The sole requirement shall be that they act in good faith. If the members act in good faith, then all determinations made by them shall subject them to no liability or responsibility of any kind, nature or description whatsoever, under any circumstance whatsoever. In no event shall any member of the Architectural Control Committee(s) be liable in any action for damages. The sole rights of a party seeking relief against the Architectural Control

Committee(s) or a member of the Committee(s) shall be to seek an order of court, or of a tribunal of appropriate jurisdiction, requiring that the Architectural Control Committee(s) or any member thereof take any action which the petitioning party deems to be legally required of the committee or such member. The sole requirement shall be that the committee, in exercising its sole, absolute, unlimited and unmitigated discretion, act in good faith, and that it not act in an arbitrary, capricious or malicious manner.

ASSOCIATION

57. The Developer shall not later than December 31, 2008 cause to be incorporated a not-for-profit corporation under the laws of the state of Missouri to be known as Columbia Vineyards Homeowners Association, a Missouri not-for-profit corporation (or such other name selected by the undersigned in the event said name is not available), referred to herein as "Association" and the Association shall have the right, power and authority to own, control, operate, repair and maintain the common area lots, the common areas referred to in paragraph 58 below and other property as referred to herein and to use the same for such purposes as the Association shall deem appropriate and to control, operate, maintain, repair, alter and improve a club house and swimming pools on the common areas, to acquire, own, control, operate, repair and maintain entrance signs to the subdivision on any real estate or easement owned by the Association as determined most appropriate by the Association, and to perform the purposes set out in this numbered paragraph. Each owner of a residential lot subject to this Declaration shall be a member of the Association. The membership appurtenant to any residential lot shall not be separated from ownership of said lot. The Association shall be governed by the following provisions and shall have the following rights, powers, duties and responsibilities, to-wit:

- a) The Association shall be governed by a Board of Directors, which shall consist of three (3) Directors appointed by the Developer either until such time that the Developer has sold and conveyed title to all of the residential lots subject to this Declaration (being the above described residential lots and any other residential lots hereafter subjected to the provisions of this Declaration) or until the time that Developer has recorded in the office of the Recorder of Deeds of Boone County, Missouri a renunciation of its right to continue to appoint the members of the Board of

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

b) Each owner of a residential lot by acceptance of a Deed, Contract for Deed or other form of conveyance therefor, whether or not it shall be so expressed in any such deed, contract or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual assessments and special assessments, together with interest thereon and costs of collection as hereinafter provided, shall be a lien upon the residential lot against which such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof as herein provided, shall also be the personal

obligation of the person who was the owner of such lot at the time the assessment was imposed.

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

1. To control, operate, maintain, repair, alter and improve the common area lots referred to herein.
2. To control, operate, maintain, repair, alter and improve the common areas referred to herein.
3. To construct, control, operate, maintain, repair, alter and improve a club house and swimming pools on the common areas referred to herein.
4. To install, own, control, repair, maintain, operate and improve one or more signs indicating the entrance to the subdivision.
5. To install, maintain, repair, replace and remove lighting on the signs referred to in the preceding paragraph.
6. To install underground electric lines and electrical facilities to provide electricity for lighting the aforesaid signs.
7. To install, replace, remove, trim, cultivate, fertilize, irrigate, mow and maintain the trees, shrubs, ground cover, plantings and other landscape materials of all types and kinds in the common areas.
8. To install a sprinkler and irrigation equipment system in the common areas.
9. To install fences, fencing materials, walls, structures and other improvements in the common areas.
10. To own, control, operate, repair and maintain lighting in the common areas referred to herein and street lighting in the roadway areas in the subdivision and to pay the electrical utility expense of operating said lighting system or systems.
11. To acquire title to any of the real estate within the boundaries of any of the real estate made subject to the provisions of

this Declaration and use the same as common area for the benefit of all residential lot owners.

12. To acquire title to any of the real estate within the general vicinity of the real estate subject to the provisions of this Declaration and use the same as common area for the benefit of all residential lot owners.

13. To maintain such insurance on the common areas, the improvements on the common areas and other property owned and/or controlled by the Association as the Association deems appropriate.

14. To pay any and all taxes and assessments levied, if any, upon all property owned and/or controlled by the Association.

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

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

17. The term "common areas" as used above herein shall include the common area lots, the Island areas referred to herein and other real estate owned and/or controlled by the Association and designated as "common areas" by the Association.

d) The assessments of the Association shall be assessed equally against each residential lot and the owner(s) thereof which is subject to assessment as provided herein. The Association is hereby empowered to make and collect during each year from the owner(s) of each residential lot an assessment in a sum sufficient for the above stated purposes, along with a reasonable balance for the purpose of unanticipated expenses. Special assessments shall be made and collected by the Association as required for the purpose set forth in this document.

e) If any assessment is not paid on the due date, then such assessment shall become delinquent and shall, together with interest and costs of collection, thereupon become a continuing lien on the residential lot which

shall bind such property in the hands of the owner, and said owner's heirs, devisees, personal representatives and assigns. The Association may file a notice of lien with the Boone County Recorder of Deeds for delinquent assessments. The personal obligation of the then owner to pay such assessment, however, shall remain said owner's personal obligation and shall also pass to and be the personal obligation of said owner's successors in title to the residential lot.

f) If any assessment is not paid when due, the assessment shall bear interest from the date of the delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment and interest the reasonable attorney fees incurred in collection. No owner may waive or otherwise escape liability for the assessment provided for herein by claimed nonbenefit or nonuser of the benefits for which the assessment is imposed.

g) The lien of any assessment provided for herein shall be subordinate to the lien of any deed of trust now or hereafter placed upon a residential lot subject to assessment; provided however, that such subordination shall apply only to the assessments which have become due and payable prior to the date of sale or transfer of such property pursuant to a foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. Such sale or transfer shall not relieve the personal obligation of the property owner for the assessment coming due during the time he, she or it owned the residential lot.

COMMON AREA

58. The undersigned Developer, Premier Development Properties, LLC, agrees that no later than December 31, 2008 the undersigned Developer will convey to the Association the title to the following described lots and will cause the Association to acquire

title to the following described lots, being the "common area lots" described above herein, to-wit:

Lots 152 through 156, both inclusive, of The Vineyards, Plat No. 1 as shown by plat recorded in Plat Book 40, Page 60, Deed Records of Boone County, Missouri.

and the above described lots are also herein referred to as the "common areas."

The Association shall thereupon own, control, operate, maintain and retain title to said common areas for the use and benefit of the owners of all of the residential lots. The Association shall use the common areas as a park area, as a recreational area and for such other uses as the Association deems appropriate, including but not limited to the maintenance of a club house and swimming pools on Lot 152 or any other common area.

The Association shall also have the right, power and authority to acquire title to any of the Annexation Real Estate described in paragraph 59 below and use the same as common area.

The Association shall have the right to obtain a right-of-use permit from the City of Columbia on any island located within the street right-of-way as shown on any plat of the subdivision, herein referred to as an "Island," and to landscape, maintain and repair any said Island area, to erect, install, maintain, repair and replace a sign or signs thereon indicating the entrance to the subdivision and to use any Island for such other uses as the Association shall deem appropriate.

The Association shall have the right to erect, install, maintain, repair, replace and remove improvements, utility lines, lighting, irrigation systems, landscaping, signs, fencing and other improvements on the common areas and on any Island.

The Association shall have the exclusive right and power to adopt, prescribe and enforce reasonable rules, regulations and restrictions with respect to the use of the common areas by the lot owners and shall have exclusive jurisdiction and control of the common areas and any Island. The Association is authorized to contract for and to obtain such policies of insurance as it deems necessary or appropriate concerning the use, operation and maintenance of the common areas and any Island. The Association shall have the right, power and authority to convey title to any of the common areas to the City of Columbia or to any other public entity.