

**AMENDED DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS
OF MILL RIDGE, A SUBDIVISION IN GREENE COUNTY, MISSOURI**

This amended Declaration of Restrictions, Covenants and Conditions of Mill Ridge, made on the date hereinafter set forth, by Mill Ridge Property Owners Association, a Missouri corporation hereinafter referred to as "MRPOA".

WITNESSETH:

Whereas the original Covenants, Conditions, and Restrictions for Mill Ridge subdivision were recorded in the Greene County, Missouri recorders office on April 23, 2001; and

Whereas a majority of owners of the lots in the Subdivision desire to amend the original covenants in certain respects; and

Whereas the following amended and restated covenants, conditions and restrictions for Mill Ridge subdivision have been properly approved in accordance with Article III of the original covenants:

Now therefore be it known that the amended and restated covenants, conditions and restrictions for Mill Ridge subdivision shall be as follows:

WHEREAS, Mill Ridge is comprised of the following described real property, hereinafter called the "Property".

Description:

MILL RIDGE DESCRIPTION:
A TRACT OF LAND LOCATED IN THE EAST 1/2 OF LOTS 5 AND 6 OF THE NW 1/4 OF SECTION 5, TOWNSHIP 29 NORTH, RANGE 21 WEST, GREENE COUNTY, MISSOURI,
DESCRIBED AS:
COMMENCING AT THE SW CORNER OF THE EAST 1/2 OF SAID LOT 5; THENCE N 01°19'13" E, 471.59 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF SAID LOT 5 TO A 5/8" REBAR FOR THE POINT OF BEGINNING; THENCE CONTINUING N 01°19'13" E, 865.90 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF SAID LOT 5; THENCE S 88°32'24" E, 390.00 FEET; THENCE S 01°19'13" W, 185.00 FEET; THENCE N 88°32'24" W, 24.63 FEET TO THE POINT OF CURVATURE OF A 125 FOOT RADIUS CURVE DEFLECTION LEFT; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 20.45 FEET; THENCE S 01°19'13" W, 93.33 FEET; THENCE S 88°32'24" E, 630.00 FEET; THENCE S 01°19'13" W, 180.00 FEET; THENCE S 44°46'56" E, 130.13 FEET; THENCE S 42°47'13" W, 126.51 FEET; THENCE N 88°32'24" W, 135.39 FEET TO THE INTERSECTION WITH A NON-TANGENT 56.50 FOOT RADIUS CURVE; THENCE ALONG SAID CURVE WHOSE CHORD BEARS S 49°45'47" W, AN ARC DISTANCE OF 82.24 FEET TO THE POINT OF TANGENT; THENCE N 88°32'24" W, 5.49 FEET; THENCE S 01°27'36" W, 131.32 FEET; THENCE S 88°44'26" W, 164.56 FEET; THENCE S 82°09'58" W, 189.79 FEET; THENCE N 87°56'03" W, 436.19 FEET TO THE POINT OF BEGINNING.

WHEREAS, MRPOA Board desires to provide for the development of the property with open areas, and residential homes, and to provide for the maintenance, improvements and administration of the community and the preservations of the values and amenities of the property, and

WHEREAS, subsequent to the recording of this Declaration, MRPOA was organized for the general purposes of managing the Common Area and facilities; administering and enforcing the covenants and restriction; and collecting and disbursing the assessments as provided for in this Declaration.

NOW THEREFORE, MRPOA Board does hereby declare that the Property shall be subject to the restrictions, covenants and conditions, easements and charges, hereinafter set forth, which shall run with the land and be binding on all present and future owners and shall inure to the benefit of each owner of the land included in the Property.

ARTICLE I

COMMON AREA: The term “common area” as used in these Declarations shall mean all real property owned by the Association or designated or shown as community area, common area, or as open, detention or drainage area(s) on the Mill Ridge Subdivision Final Plat as recorded, including any amendments or additions thereto, which shall include but not be limited to any common areas.

OWNER’S EASEMENTS OF ENJOYMENT.

Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions: the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area; the right of the Association to limit the number of guests of Owners; the right of the Association to limit the Common Area which may be used by guests of Owners; the right of the Association to impose conditions under which the Common Area may be used by Owners and/or their guest:

The right of the Association to suspend any Owner’s voting rights and the right to use the Common Area for any period during which any assessment against this Lot remains unpaid; and for a period not to exceed ninety (90) days for any infraction of this Declaration, Bylaws of the Association or any Rules which may be imposed by the Association:

The right of the association to dedicate or transfer all or any part of the common area governmental agency, authority, or public or private utility for such purposes; and

The right of the Association to promulgate and enforce the Rules in connection with the property.

ARTICLE II

THE MILL RIDGE PROPERTY OWNERS’ ASSOCIATION.

Section I: Organization

The Association. The Association is a non-profit corporation organized and existing under the

General Not-For-Profit Corporation Act of the State of Missouri, charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation (“Articles”), By-Laws, and this Declaration. Neither the articles nor bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. The Association will not be dissolved without the consent of the county of Greene, Missouri.

Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in the Articles and the By-Laws.

Section 2: Powers and duties of the Association. The Association shall have such rights, powers and duties as set forth in the Articles and By-Laws.

Section 3: Rules. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of the Declaration, adopt, amend and repeal rules and regulations governing the use of Owner, by the family of any Common Area by Any such Owner, or by any invitee, licensee or lessee of such Owner; provided, however, that such rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or By-Laws. A copy of such Rules as they may from time to time be adopted, amended or repealed, shall be made available to each owner at the Owner’s request. Upon promulgation, the Rules shall have the same force and effect as if they were set forth in and were part of the Declaration.

Section 4: Personal Liability. No member of the Board of Directors of the Association, any committee thereof, any officers of the Association shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, or any other representative or employee of the Association, any other committee, or any office of the Association provided that the person has upon the basis of the information as may be possessed by him, acted without willful or intentional misconduct.

Section 5: Responsibility for Common Areas: The Association shall have the responsibility for maintaining the Common Areas and shall be responsible for the payment of any taxes and insurance on the Common Areas. In the event any Common Areas is willfully or maliciously damaged or destroyed by an Owner or any of his guest, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area, and the Association, at its option, shall so repair said damaged area. The cost for such repairs shall be paid by said Owner, upon demand, to the Association and the Association may enforce collections of same in the same manner as if such costs were an assessment and shall have all powers and rights to so collect as set forth in Article III Section 2. The Common Area will be turned over to the Association upon election of officers of said Association.

Section 6: Vegetation In Common Areas: The Association shall have the responsibility for maintaining and replacing injured or diseased trees, shrubs, annuals, perennials, ground cover or other vegetation within any common area, traffic island, median or other landscaped areas within any right-of-way of any public or private street located within the subdivision to the extent that the Association deems necessary or desirable for the conservation of water and soil and for aesthetic purposes, and to the extent that Greene County deems necessary to maintain public safety and health. The Board of the Association shall be the sole judge as to the appropriate maintenance of all grounds within any

common area, except any landscaped or planted areas within the right-of-way of any public or private street. Landscaping in right-of-ways within the subdivision shall be maintained to the satisfaction of the Greene County. In the event the landscaping within any right-of-way shall not be maintained by the Association to the satisfaction of Greene County, the County shall provide the Homeowners Association with written notification of any deficiencies. Whereupon the Association shall have thirty (30) days to correct any deficiency. In the event they fail to correct any deficiency in landscaping as delineated by Greene County, within thirty (30) days of receipt of notice, then in that event the County maintenance may either: (1) have the landscape performed and the Association shall be billed for the cost of said landscaping, or (2) the County may remove the landscaping, median or landscaped area within any right-of-way in said subdivision.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1: Membership Every Owner, either of a fee or undivided interest, of a Lot shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold a interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot.

Section 2: Management. Members shall have no rights to manage the business affairs of the Association. The management of the Association is vested entirely in the Board of Directors as set forth in the Article and By-Laws.

Section 3: Voting Rights. Voting members of the association shall be all those members described in Section 1. Voting members shall be entitled to one (1) vote for each Lot in which such member owns an interest. When more than one person or entity holds an interest in any Lot, all such persons or entities shall be members and the vote for such Lot shall be exercised as they among themselves, determine, but such joint ownership shall not increase the one vote which could otherwise be cast for any Lot. Any matter to be voted on by the voting members of the Association shall be determined by a majority of the votes cast.

ARTICLE IV

Section 1: Assessments. Each owner of a lot by acceptance of a deed shall be deemed to covenant and agreed to pay the Association annual, special and enforcement assessments; such assessments to be established and collected by the Association as directed by the Board. Unless otherwise required by the Articles of Incorporation or the State of Missouri statutes, these assessments together with interest thereon and collection costs thereof shall be a continuing charge and lien upon the lots against which each assessment is made.

The assessments levied by the Association shall be used exclusively for 1) maintaining, repairing or improving common areas and for paying related expenses including taxes, 2) the reasonable cost of Association administration and the conduct of its rights, duties and obligation, and 3) and for Association expenses related to enforcement of these covenants.

The assessments shall be established each year at the discretion of the Board as they find to be reasonably necessary to carry out the duties, obligations and rights thereof.

Annual assessments shall be due and payable on January 1 of each year. If any assessment is not paid within ninety days, the Association shall have the right to declare the entire assessment due and payable together with interest and penalties at such rate as the Board may have established, plus the collection costs including reasonable Attorney's fees.

Section 2: Effect of Nonpayment of Assessments;

Remedies of the Association. Each Owner shall be deemed to covenant and agree to pay to the Association the assessments provided for herein, and each agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner agrees to pay reasonable attorneys' fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In the event of a default in payment of any such assessment when due, the assessment shall be deemed delinquent, and shall bear interest at the rate of eighteen percent (18%) per annum, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or, without any limitation by the foregoing, by either or both the following procedures:

The Board may cause a suit at law to be commenced and maintained in the name of the Association against any Owner to enforce each such assessment obligation.

There is, to the full extent permitted by law, hereby created a claim of lien, with power of sale, on each and every Lot to secure payment to the Association of any and all assessments, interest, attorney's fees and other costs levied against any and all Owners of such Lots under this Declaration.

ARTICLE V

Section 1: The following restrictions are imposed upon each residential lot for the benefit of all Owners.

Section 2: Single Family Residential Use. Any building erected on a lot shall be used as a one-family dwelling. No structure will be built and used for commercial trade or other non-residential use.

Residents are allowed to run a small business from a home office, but no offensive trade shall be carried on nor shall anything be done which is an annoyance or nuisance to the neighbors.

Section 3: Animals. Household pets shall be permitted; however, they shall be restrained in a humane manner so as to be restricted to the owner's property. No livestock or poultry of any kind shall be raised, bred or kept on any lot for commercial purposes. No animal shall pose a nuisance. This shall comply with Greene County ordinance on animal control.

Section 4: Antennae. The height for antennas or other devices for the transmission or reception of electronic signals shall not exceed the height of the house without board approval. Small satellite dishes for TV reception under 36" in diameter will be permitted as long as they are put in a inconspicuous place.

Section 5: Temporary Occupancy. No trailer, incomplete building, tent, shack, garage, or temporary building shall be allowed on any property within Mill Ridge for more than 72 hours.

Section 6: Trailers and Recreational Vehicles. No trailer, travel trailer, motor home, boat trailer, boat or Recreational Vehicle shall be parked in front of the back building line of the residence more than 24 hours. They must be in the rear of the residence.

Section 7: Motor Vehicles. The operation of any motor vehicles creating loud or annoying noise by

virtue of its operation within the properties is strictly prohibited. No unlicensed, wrecked or inoperable vehicles of any type or description shall be kept on premises except in the garage. No parking of vehicles shall be permitted on streets, except for short-term visitors parking.

Section 8: Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulated upon or adjacent to any lot within Mill Ridge, and no odors shall be permitted to arise therefrom so as to render any such lot or portion thereof, unsanitary, unsightly, offensive or detrimental to any other lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns whistles, bells or other sound devices; except security devices used exclusively for security purposes shall be located, used or placed on any such property.

Section 9: Maintenance of Lawns and Plantings. Each owner of a lot within Mill Ridge shall keep all shrubs, trees, grass and plantings, including the area located between the boundary line of his property, and the street on which Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material. Additionally, it is recommended that all owners in Mill Ridge maintain two trees at least 6 feet in height.

Section 10: Repair of Buildings. No building, structure or fence upon any lot within Mill Ridge shall be permitted to fall into disrepair, and each such building, structure, or fence shall always be kept in good condition and repair and adequately painted or otherwise finished.

Section 11: Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within Mill Ridge except in covered containers of a standard type. All trash containers are to be kept at side or rear of property except on collection day. The Board shall select a company for not less than weekly trash disposal service within the subdivision

Section 12: Curb Appeal. No swings, playground equipment, clotheslines, wading pools or sandboxes may be placed in the front of the dwelling, but must be kept in the back or side of the dwelling said lot.

Section 13: Encroachments. No tree, shrub, or planting of any kind on any lot within Mill Ridge to overhang or otherwise encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of eight feet.

Section 14: Storage Buildings. Storage buildings will be allowed as long as they are 8 feet by 12 feet or smaller: and maintained in good condition. They must be compatible material with the house and placed in the back of the lot.

Section 15: Mill Ridge Restriction on Further Subdivision. No lot within Mill Ridge shall be further subdivided or separated into smaller lots or parcels by any Owner, and no portion less than all of any such lot, or any easement or other interest therein, shall be conveyed or transferred by an owner. Moreover, this provision shall not prevent conveyances which combine in common ownership lots or parts of lots in such a manner that each of the parcels of land thereby resulting has an area the same or greater than the area of any of the lots from which the new lots were created. Such newly created parcel thereafter shall be considered as one lot.

Section 16: Signs. No sign of any kind shall be displayed to the public view on any lot except: (a) real estate signs advertising the property for sale and (b) election signs as

permitted by the State of Missouri but must be removed promptly after the election.
Section 17: Building location. No building shall be located near any lot line than the minimum set-back line shown on the recorded plat of Mill Ridge.

Section 18: Fences.

No fencing in front yard is permitted.

Privacy fences may not exceed seven feet in height.

No fences in Mill Ridge shall extend past the front edge of the house. Supporting structures on all fences shall be placed on the side of the fence. On corner lots, the fence may extend from the back corner of the house towards the side street, but not beyond the side property line.

No fence or edge shall be permitted between the front wall of the structure and the adjoining street or across the front yard.

Section 19: Easements. Easements are reserved as shown upon the recorded plat of Mill Ridge.

Section 20: Outside lighting. Spotlights, floodlights, or similar type of high intensity lighting shall be designed, located and constructed to eliminate or significantly reduce glare on adjoining residences. Other types of low intensity lighting which does not disturb the Owners of the other properties may be allowed.

Section 21: Dwelling Exteriors. Exteriors shall be constructed of maintenance free material except necessary front elevation of home must be covered with brick, stucco, or landscaping.

Section 22: No dwelling shall be leased or rented without the express permission of the Board of Directors.