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**DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF  
DISCOVERY BAY @ NORWALK LANDING**

**A SUBDIVISION OF  
NORWALK LANDING**

**Date:** As of the 13<sup>th</sup> day of July, 2007

**Developer:** NORWALK LANDING, L.L.C., a Missouri limited liability company  
Attn: Ralph Lemme  
PO Box 3217  
Holiday Island, AR 72631

**Legal Description:** Attached hereto as Exhibit "A"

**Plat:** Final Plat of Discovery Bay @ Norwalk Landing, recorded at Plat Book 67 and  
Pages 8-13

**Statement of Purpose**

This Declaration governs the development and operation of a lakeside residential community, that may be developed into an aviation community as well, known as Discovery Bay at Norwalk Landing, located in Stone County, situated on the real property described above (the "Subdivision"). The purpose of this Declaration is to create and efficiently preserve the unique and attractive qualities of the Subdivision to promote organized development in a first-class manner. The Developer desires to enhance the appeal, attractiveness and aesthetic, physical and visual attributes of each Lot, and coordinate the design, construction process and materials used to give rise to a community with enduring quality and timeless appeal. The Developer believes that the establishment of clear guidelines governing the practices, procedures, operation and development of the Subdivision, as described herein, will promote these goals. The Developer may develop the Subdivision in phases and may add or remove real estate therefrom.

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**DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS**  
**of**

**DISCOVERY BAY @ NORWALK LANDING**

This Declaration of Restrictions, Covenants and Conditions of DISCOVERY BAY @ NORWALK LANDING (the "Declaration") is made this 13<sup>th</sup> day of July, 2007 by NORWALK LANDING, L.L.C., a Missouri limited liability company (the "Developer").

**DECLARATION**

The Developer, being the sole owner in fee title of the real property described on Exhibit "A" attached hereto (the "Property"), subdivided by that certain FINAL PLAT OF DISCOVERY BAY @ NORWALK LANDING, recorded at Plat Book 67 and Pages 8-13, in the Stone County Recorder's Office (the "Plat"), hereby declares that the Property shall be subject to the restrictions, covenants and conditions, easements, charges and the terms and conditions set forth in this Declaration, and shall be held, conveyed, encumbered, leased, occupied, built upon and otherwise used, improved and/or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time. Except as otherwise provided herein, this Declaration shall run with the Property and shall be binding upon and inure to the benefit of the Developer, Association, Owners and their respective successors-in-interest.

**ARTICLE I. DEFINITIONS**

*Section 1.1.* As used in this Declaration of Restrictions, Covenants and Conditions, the following terms shall have the meanings as ascribed below:

- (1) "Affiliate" means any agent, employee, member, principal, subsidiary or contractor of the Developer.
- (2) "Aircraft" means any contrivance now known or hereafter invented, used or designed for the navigation of, or flight in, the air.
- (3) "Airstrip" means that certain airstrip that the Developer has reserved the right to construct within certain Common Areas labeled on the Plat. The Airstrip may be used solely for the taxi run-up, take off and landing of Aircraft in accordance with this Declaration, the By-Laws and the Airstrip Rules.
- (4) "Airstrip and Facilities" means the Airstrip, Roadways and Taxi-ways, Avigation Easement (described in Section 2.5), buildings, facilities, and other improvements appurtenant thereto used or constructed for use in connection with the Airstrip.
- (5) "Airstrip Board" means that certain three (3) member board that may be established and empowered as described in Section 3.1(3) to govern the maintenance, operation and use of the Airstrip.
- (6) "Airstrip Annual Budget" means the operating budget established for the maintenance, administration and operation of the Airstrip, if it is constructed, as described in more detail in Section 4.6.
- (7) "Airstrip Lots" means those Lots designated as lots 13 through 31 and lots 38 through 54 on the Plat which may be adjacent to the Airstrip or adjacent to a Taxi-way, if constructed.
- (8) "Airstrip Rules" means the rules established by the Airstrip Board as described in Section 2.6.
- (9) "Annual Budget" means the annual budget for the Association established by the Executive Board each year as described in more detail in Section 4.5.

(10) "Articles" means the Articles of Incorporation of the Association as filed with the Missouri Secretary of State, as may be amended from time to time.

(11) "Association" means and refers to Discovery Bay HOA, Inc., a Missouri nonprofit organization, its successors and assigns.

(12) "By-Laws" means the By-Laws of the Association as may be amended.

(13) "Common Areas" means (a) all portions of the Subdivision available for the general use, convenience, and benefit of the Owners in common, (b) all property owned and maintained by the Association or designated (or shown) as a "right-of-way" on the Plat, (c) the landscaped portion of any rights-of-way, medians, entrance areas, sign areas or other areas of the project maintained by the Association, (d) the Water and Sewer Systems (as defined below), (e) all Private Drives (as defined below) (f) all curbs, gutters, sidewalks, streetlights, water detention areas, and retaining walls, (g) the Airstrip and Facilities (if they are constructed and conveyed to the Association), and (h) other Improvements within the Subdivision (if any) constructed for the use of the Owners, in common, including any property or Improvements subsequently transferred to the Association.

(14) "Corner Lot" means any Lot which abuts, other than at its rear line, upon more than one street.

(15) "Dock" means that certain 20-slip community dock constructed on Table Rock Lake in the location determined by the Developer adjacent to the "Dock Parking and Access Easement" area as recorded at Plat Book 67 Page 1 in the Stone County Recorder's Office.

(16) "Dock Board" means that certain three (3) member board established and empowered as described in Section 3.1(4), which shall govern the maintenance, operation and use of the Dock.

(17) "Dock Annual Budget" means the operating budget for the maintenance, administration and operation of the Dock as described in more detail in Section 4.7.

(18) "Dock Common Areas" means the portions of the Dock available for the common use and benefit of the Owners, or which are owned or maintained by the Association. These include the roof, structural elements, floatation systems, dock anchors, cables and anchoring system, mechanical systems, walkways, rails, ramps, signs, lights, and sidewalks (if any); other portions of the Dock or fixtures appurtenant to the Dock constructed or available for the common use of the Owners; surrounding landscaped areas maintained by the Association (if any); and any property subsequently transferred to the Association. Common Areas do not include any personal property such as boatlift systems, ropes, boat bumpers and other items brought on to or installed on the Dock by an Owner.

(19) "Dock Expenses" means the costs, expenses and other financial liabilities of the Association, including (a) expenses of management and operation (including enforcement of the By-Laws and collection of assessments) of the Dock Board, through the Association, (b) Dock and Dock Common Areas, (c) the cost of repairs, maintenance, replacements, insurance, and taxes of the Dock and Dock Common Areas, (d) amounts collected for additions to Replacement Reserves, (e) the management of all other items covered by the Dock Expenses, and (f) for any and all other expenses of the Dock Board through the Association.

(20) "Dock Rules" means and refers to those rules and regulations established by the Dock Board, as described in Section 2.8.

(21) "Executive Board" means the Executive Board of Directors of the Association.

(22) "Improvement" means any structure, building, wall, fence, landscaping, sidewalk, excavation, dwelling or other improvement.

(23) "Lakefront Lots" means those Lots designated on the Plat as 56 through 81, which are adjacent to Table Rock Lake.

(24) "Lot" means any parcel of real property within the Subdivision designated as a Lot and identified with a unique Lot number on the Plat, including any and all Lakefront Lots and Airstrip Lots. The term Lot does not include any Common Areas.

(25) "Member" means a Member of the Association as more particularly described in Article III below.

(26) "Mortgage" means a security interest, deed of trust, or lien that is granted by an Owner and encumbers a Lot to secure the repayment of a loan, and that is duly filed of record in the Office of the Recorder of Deeds of Stone County, Missouri.

(27) "Mortgagee" means the person who holds a Mortgage as security for repayment of a debt. A Mortgagee shall not be a Member unless and until they also become an Owner due to foreclosure, deed-in-lieu of foreclosure or other similar transfer.

(28) "Multi-Family Lots" means those Lots designated by the Developer on the Plat to be developed as Multi-Family dwellings.

(29) "Owner(s)" means the title-holder of record, whether one or more persons or entities, of a fee simple or undivided interest in any Lot. The foregoing does not include any persons or entities that hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise in this Declaration, the term "Owner" shall not include a lessee, tenant or other party claiming rights to a Lot under a contract.

(30) "Private Drives" means those streets, roadways and drives within the Subdivision, as depicted on the Plat, constructed or made available for the benefit of the Owners in common, or as otherwise designated by the Developer from time to time which are maintained by the Association and have not been "dedicated" to Stone County, Missouri. Private Drives do not include any portion of any roadway, path, drive or sidewalk within the boundary of any Lot unless otherwise specifically identified on the Plat.

(31) "Roadways and Taxi-ways" means the various rights-of-way constructed or shown on the Plat for the purpose of providing access by the Owners, their Aircraft and other vehicles to and from their Lot and the Airstrip if it is constructed.

(32) "Rules and Regulations" means the rules and regulations promulgated by the Association from time to time, in accordance with Section 3.2, the Articles and the By-Laws.

(33) "Shoreline Plan" means that certain Shoreline Management Plan For Table Rock Lake adopted by the Corps of Engineers in 1993.

(34) "Slip" means the right to use the airspace within the approximately 12-foot by 30-foot slip (as determined by the Developer) within the Dock as may be configured from time to time by the Developer, ARC, or Dock Board, and the right to use the Dock Common Areas in common with other owners. Each Slip shall be numbered 1 through 20 as determined by the Developer.

(35) "Slip Owner" means a Lot Owner, which is the record owner, whether one or more persons or entities, of all of the right title and interest in and to a Slip as set forth on the books and records of the Association as maintained by the Dock Board.

(36) "Slip Transfer Document" shall mean any Bill of Sale, Assignment or other document of transfer that purports to transfer all of the right, title and interest in and to a Slip.

(37) "Single-Family" means the spouse, parents, grandparents, grandchildren, sons, daughters (including adopted sons and daughters), brothers or sisters (each, a "Relative") of an Owner (collectively, "Family"); provided, however, the Executive Board may, in its sole discretion determine whether or not any person (or group of persons) is to be considered "Family" for the purposes of this Declaration. All residents of a dwelling on a Single-Family Lot must be in the same Family. Group homes, half-way houses, assisted living facilities or other similar facilities are prohibited within the Property.

(38) "Single Family Lots" means all Lots other than the Multi-Family Lots.

(39) "Single Family Residence" means a structure containing a dwelling to be occupied by not more than one Family (as further described herein). So called "residential group homes" shall not be permitted, even though they may be considered one family or single family homes for certain other requirements.

(40) "Visible From Neighboring Property" means, with respect to any given object, that the object is or would be visible to a person six feet tall, standing on any part of such adjacent Lot or neighboring property within the Subdivision at an elevation no greater than the elevation of the base of the object being viewed. The final determination of whether an object is visible from neighboring property shall be made by the Executive Board in its sole discretion.

(41) "Visible From The Street" means, with respect to any given object, that the object is or would be visible to a person six feet tall, standing on any part of a Private Drive abutting the front of the Lot in question at an elevation no greater than the elevation of the base of the object being viewed. The final determination of whether an object is visible from the street shall be made by the Executive Board in its sole discretion.

(42) "Water and Sewer Systems" means (a) all wells, water towers, water mains, pipes and other components of the freshwater distribution system, and (b) all sewer lines, trunk lines and other pipes, collection systems, and all waste water treatment facilities as may exist from time to time as depicted on the Plat.

**Section 1.2. Applicability.** The definitions in this Article I shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereof," "hereunder," and similar terms shall refer to this Declaration, unless the context otherwise requires.

## ARTICLE II. USE OF COMMON AREAS

**Section 2.1. Common Use.** Subject to the rights of other Owners, the terms, conditions, covenants, restrictions and other obligations set forth in this Declaration, and the right of the Association to promulgate and enforce Rules and Regulations as described herein, Owners shall have a nonexclusive right and easement of enjoyment in and to the Common Areas subject to the following.

(1) Use Restrictions. The right of the Association to (a) charge reasonable admission and other fees for the use, maintenance and replacement of Common Areas or any facility situated upon the Common Areas, (b) limit the number of guests of Members using Common Areas, (c) limit the Common Areas which may be used by guests of Members, (d) suspend the rights of Members and their guests to use the Common Areas, and (e) impose conditions under which Common Areas may be used by Members and/or their guests.

(2) Developer Easements. An easement over the Common Areas and every part of the Property is hereby reserved by the Developer for itself, its agents and its Affiliates, to perform any of its duties described herein, in the By-Laws or for the benefit of the Subdivision, Association or Owners.

(3) Rules and Regulations. The right of the Association to promulgate and enforce the Rules and Regulations regarding the use of the Common Areas, as described in Section 3.2.

(4) Airstrip and Dock Rules. The right of the Association to establish Airstrip Rules as described in Section 2.6 and Dock Rules as described in Section 2.7.

(5) Enforcement of Declaration. The right of the Association to enforce the covenants, duties and other obligations of the Members as set forth in this Declaration, including the implementing methods of enforcement or collection of the terms and conditions and the payment of fees described in this Declaration, and set forth in the Rules and Regulations, as the Executive Board deems necessary and proper from time to time in particular circumstances.

**Section 2.2. Ownership of Common Areas.** The Developer may convey fee simple title to all or a portion of the Common Areas to the Association at any time. At the time of conveyance, the Common Areas may be subject to existing loans.

**Section 2.3. Damage to Common Areas and Other Property.** If any of the Common Areas (or other portions of the Subdivision that the Association maintains) are damaged by an Owner, their agent, general contractor, contractor or other person entering the Subdivision on behalf of an Owner (or in connection with that Owner's Property), then a Special Assessment in an amount equal to the cost to repair such damage will be levied against that Owner and/or their Lot.

**Section 2.4. Easements Reserved by Developer.** In addition to the other rights reserved by and granted to the Developer under this Declaration, the Developer hereby reserves for itself and its Affiliates a perpetual "blanket" easement across the entire Property for the following purposes:

- (1) To fulfill the Developer's duties and obligations under this Declaration;
- (2) For any action the Developer deems in the best interest, promotion, or protection of the Subdivision;
- (3) For the construction, maintenance, use, operation or repair of Water and Sewer Systems (including any related systems), the Airstrip and Facilities and/or any other Common Areas;
- (4) To maintain or correct drainage of surface water, including the right to cut trees and other vegetation, alter grading, and take similar action reasonably necessary, following which the Developer shall restore the affected property to its original condition as near as practicable.
- (5) For any other purpose the Developer deems necessary, proper or beneficial for the Subdivision, the Association or the Owners; and
- (6) For the ingress and egress necessary for installation and repair of existing and future utilities as well as other common systems.

Except in the event of an emergency, the Developer shall give reasonable notice of intent to take such action to affected Owners, and shall not disturb any substantial Improvement without the requirement of notice or consent of the Owner.

**Section 2.5. Avigation Easement.** The Developer hereby declares and reserves an Avigation Easement throughout all of the Airspace above the Runway and as may be reasonably needed above the rest of the Subdivision ("Avigation Easement Area") affecting the Property and is hereby created, retained, granted and established as a Runway Protection Zone ("RPZ") as defined and established in the Federal Aviation Administration ("FAA") Design Advisory Circular (AC 150/5300-13 CHG 5).

(1) The Developer hereby declares, grants and creates an avigation easement (the "Avigation Easement") to the extent the RPZ encroaches on any Lot, and hereby reserves for itself and the Association the right to keep the Avigation Easement Area free for the unobstructed passage of all Aircraft in and through the airspace above the "Imaginary Surfaces" as determined and defined in 14 C.F.R. §77 (above the Easement to an infinite height) (the "Airspace"). The use of the Avigation Easement shall include all of the restrictions on uses as set forth in the FAA Design Advisory Circular AC 150/5300-13 CHG 5 and any further restrictions which may be promulgated by the FAA in the future.

(2) Notwithstanding anything contained herein, the Developer reserves and hereby grants to the Association the continuing and perpetual right to:

a) cause or create, or permit or allow to be caused or created within the Airspace, such noise, dust, turbulence, vibration, illumination, air currents, fumes, exhaust, smoke and all other effects as may be inherent in the proper operation of Aircraft;

b) clear and keep clear the Airspace of any portions of buildings, structures, or improvements of any and all kinds, and of trees, vegetation, or other objects, including the right to remove or demolish those portions of such buildings, structures,

improvements, trees or any other objects which extend into the Airspace and the right to cut to the ground level and remove any trees which extend into the Airspace or interfere with the use of the Airspace as an RPZ; and

c) mark and light (or cause or require to be marked or lighted) as obstructions to air navigation, any and all buildings, structures, or other improvements, and trees or other objects now upon, or that in the future may be upon the Avigation Easement Area, and which extend into the Airspace.

**Section 2.6. Airstrip Expansion, Use and Access.** The Developer reserves the right to construct and operate the Airstrip and Facilities for the use by Owners and certain Aircraft which are owned or operated by Owners. The Airstrip and Facilities will be Common Areas and the use, operation and maintenance shall be the responsibility of the Association acting through the Airstrip Board established by the Developer. The Airstrip Board may adopt rules and regulations for the use, operation and maintenance of the Airstrip and Facilities (the "Airstrip Rules"). In addition to the Airstrip Rules, to facilitate and protect the use of the Airstrip and Facilities, no Lot Owner may:

- (1) construct, install, permit or allow any building, structure, improvement, tree, or other object on the Avigation Easement Area to extend into the Airspace, to constitute an obstruction to air navigation, to obstruct or interfere with the use of the Avigation Easement and right-of-way, or which might create glare or misleading lights;
- (2) erect any fuel handling or storage facility or engage in any smoke or dust generating activities; or
- (3) use or permit the use of the Avigation Easement Area in such a manner that could cause electromagnetic interference, affecting electronic guidance, radar operation, or communication systems of any Aircraft or any installation or system of the Airstrip.

**Section 2.7. Dock Use and Access.** The Dock Board may adopt rules and regulations for the use, operation and maintenance of the Dock, the Dock Common Areas, and the Dock Access Easement (the "Dock Rules"). In addition to the Dock Rules, to facilitate and protect the use of the Dock and Dock Common Areas, no Lot Owner may:

- (1) use or permit the use of the Dock, the Dock Common Areas, or the Dock Access Easements by any Person other than a Slip Owner or their Guests; or
- (2) use or maintain any fuel storage device or container.

**Section 2.8. Water and Sewer Systems.** The Developer and/or the Association themselves may provide or may enter into various agreements, including lease agreements, easement agreements, and/or deeds granting rights to other parties to own, operate, manage and administer the Water and Sewer Systems servicing the Subdivision (the "Water and Sewer Management Agreements"). Each Lot Owner agrees to be bound by and fulfill all of its duties and obligations under the Water and Sewer Management Agreements. The Agreements shall include the granting of construction easements to the water and sewer system operator (the "Water and Sewer Operator"), which shall include a perpetual easement for access to all septic tanks, lateral lines, or other sewer facilities or water distribution facilities upon any Lot and upon any part of the Subdivision. The Water and Sewer Operator may also grant a perpetual easement across each Lot to provide, operate, maintain, rebuild, and replace the Water and Sewer Systems and services to each Lot and each Lot Owner. The Water and Sewer Management Agreements shall obligate each Lot Owner to make written application for water and sewer services from the Water and Sewer Operator and to timely pay for all fees for water and sewer services as established by the Water and Sewer Operator. Upon the failure by any Lot Owner to pay such fees or fulfill any obligations thereunder, the Water and Sewer Operator shall have the right to disconnect water service and discontinue the provision of water and sewer services.

### ARTICLE III. THE OWNERS ASSOCIATION

**Section 3.1. Association Organization.** The Association shall be a nonprofit corporation organized and existing under the Missouri Nonprofit Corporation Act. Subject to 3.1(4) below, the

Association shall be charged with the duties and vested with the powers to: (1) manage the affairs of the Subdivision, its properties and facilities, (2) administer and enforce all of the terms and conditions set forth in the Declaration, including all applicable covenants and restrictions, (3) administer and enforce all of the terms and conditions set forth in the Rules and Regulations, (4) operate, administer, repair, maintain, manage, and regulate the use and operation of the Airstrip and Facilities (if they are constructed) and the Dock, and (5) collect and disburse the Assessments as prescribed by law and set forth in the Articles, By-Laws, and this Declaration.

(1) Articles and By-Laws. The Association shall have such rights, powers and duties as set forth in the Articles, By-Laws and this Declaration. Neither the Articles nor By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

(2) Executive Board of Directors and Officers. The affairs of the Association shall be conducted by its Executive Board of Directors and those officers as the Executive Board may elect or appoint, in accordance with the Articles and the By-Laws. Members of the "Initial Executive Board of Directors" shall be appointed by the Developer and shall serve until replaced by the Developer or until the Developer has conveyed all of its interest in all of the Lots to third parties and a new Executive Board is elected by the Members of the Association in accordance with the By-Laws. Members of the Initial Executive Board of Directors need not be Owners, but all other Members of the Executive Board of Directors must be Owners/Members. After the Initial Executive Board of Directors has been replaced by the new Executive Board in accordance with the By-Laws, the operation, management and maintenance of the Airstrip and Facilities (if they are constructed), shall be governed by the Airstrip Board on behalf of the Association, as described below and in the By-Laws. After the Initial Executive Board of Directors has been replaced by the new Executive Board in accordance with the By-Laws, all operation, maintenance, administration, repair and replacement of the Dock, the Dock Common Areas and the Dock Access Easement will be the responsibility of the Dock Board, as described in the By-Laws and as set forth below.

(3) Airstrip Board. Until the Initial Executive Board of Directors is replaced by the new Executive Board as described above, the Initial Executive Board of Directors will be the Airstrip Board. The Airstrip Board shall consist of three members who must be Airstrip Lot Owners and shall establish all rules and regulations in connection with the use of the Airstrip. The Airstrip Board shall also consult with the Executive Board regarding the maintenance and, upkeep of the Airstrip and Facilities, and preparation of the Airstrip Annual Budget, as described in Section 4.6. As more particularly described in the By-Laws, Airstrip Board Members shall serve for staggering terms of three (3) years and shall be elected by the Airstrip Lot Owners. The Airstrip Annual Budget shall be included as a line item in the Annual Budget and each Lot Owner shall pay their portion of the amount.

(4) Dock Board. Until the Initial Executive Board of Directors is replaced by the new Executive Board as described above, the Initial Executive Board of Directors will be the Dock Board. The Dock Board shall consist of three members who must be Slip Owners and shall establish all rules and regulations in connection with the use of the Dock and make all decisions as they relate to the Dock, including the calculation, assessment and collection of the annual budget for the Dock, as described in Section 4.7., and the preparation of the Annual Dock Dues and Assessments. As more particularly described in the By-Laws, Dock Board Members shall serve for staggering terms of three (3) years and shall be elected by the Slip Owners.

(5) Management Company. The Executive Board may engage a company or person to manage the Association.

Section 3.2. Rules and Regulations. The Executive Board may, from time to time and subject to the provisions of the Declaration, adopt, amend, and repeal Rules and Regulations. The Rules and Regulations shall govern (1) the development of the Subdivision, (2) the operation, administration and management of the Subdivision and Common Areas, including enforcement of this Declaration, and (3) the use of Common Areas by the Owners, by the family of an Owner, or by any invitee, licensee or lessee of an Owner; provided, however, that the Rules and Regulations may not discriminate among Owners nor



be inconsistent with this Declaration, the Articles or By-Laws. A copy of the Rules and Regulations as they may be adopted, amended or repealed from time to time, shall be made available to each Owner upon request. Upon promulgation, the Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration.

**Section 3.3. Responsibility for Common Areas.** The Association shall have power, authority and responsibility for maintaining all Common Areas and shall be responsible for the payment of any taxes and insurance on the Common Areas.

**Section 3.4. Airstrip Operations.** Subject to the FAA and any other applicable governing body, the Association shall have the exclusive right, power and authority to administer, operate, maintain, repair and regulate the use of the Airstrip and Facilities (if they are constructed), including establishing the Airstrip Rules for the use of the Airstrip, as described in Article X.

**Section 3.5. Dock Operations.** Subject to the Corps of Engineers and any other applicable authority, the Dock Board shall have the exclusive right, power and authority to administer, operate, maintain, repair and regulate the use, operation, maintenance, repair and rebuilding of the Dock, the Dock Common Areas, and the Dock Access Easement, and collection of the Annual Dock Dues and Assessments, including establishing Dock Rules for the use of the Dock, as described in Article X.

**Section 3.6. Water and Sewer System Operations.** Subject to the authority of the Department of Natural Resources and any other applicable regulatory body, the Association shall have the exclusive right, power and authority to administer, operate, maintain, repair and regulate the use of the Water and Sewer Systems, including establishing the Water and Sewer System Rules; provided, however, that it is anticipated that the Developer and Association shall enter into a Water and Sewer Management Agreement.

**Section 3.7. Power to Dedicate.** The Association shall have the power and authority to dedicate or transfer all or any part of the Common Area to any governmental agency, authority, or public or private utility for such purposes; provided, however, that any such dedication affecting (1) the Airstrip and Facilities must be approved by the Airstrip Board, and (2) the Dock must be approved by all Dock Board.

**Section 3.8. Liability Insurance.** The Association shall acquire commercial general liability insurance, including medical payments insurance, against claims for personal injury or death (minimum coverage of One Million Dollars (\$1,000,000) per occurrence); property damage (minimum coverage of Two Million Dollars (\$2,000,000) per occurrence) suffered by the public or any Owner, the family, agent, or invitee of any Owner, occurring in, on, or about the Common Areas; and a so-called umbrella policy in the minimum amount of Five Million Dollars (\$5,000,000).

(1) **Airstrip Insurance.** In addition to the foregoing, if the Airstrip is constructed, each Airstrip Lot Owner shall acquire the following minimum insurance coverages prior to use of the Airstrip. Each Airstrip Lot Owner shall provide a Certificate of Insurance to the Association evidencing a Commercial General Liability policy including medical payments insurance against claims for personal injury or death (minimum coverage of One Million Dollars (\$1,000,000) per occurrence); covering losses to personal property (minimum coverage of Two Million Dollars (\$2,000,000) per occurrence); and a so-called umbrella policy of at least Three Million Dollars (\$3,000,000). The policy shall also name the Association as an additional insured.

(2) **Dock Insurance.** In addition to the foregoing, the Dock Board shall cause the Association to acquire commercial general liability insurance covering medical payments insurance, against claims for personal injury or death (minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence) and property damage (minimum coverage of Two Hundred Thousand Dollars (\$200,000.00) per occurrence) suffered by the public or any Owner, the family, agent, or invitee of any Owner, occurring in, on, or about the Dock, the Dock Common Areas, or the Dock Access Easement areas. In addition the Dock Board shall insure the Dock, the Dock Common Areas, or the Dock Access Easement areas for their full insurable full market value.

**Section 3.9. Other Duties of Association.** The Association shall have the authority to perform all of the duties described in this Declaration and may enforce all of the terms, conditions, covenants and

restrictions as set forth herein. Notwithstanding the anything contained herein, the Association shall not establish any rule or regulation that would unduly frustrate the use of the Airstrip or the Dock. The association shall cooperate at all times with the Airstrip Board and Dock Board to enforce the Airport Rules, the Dock Rules and the collection of Assessments, all in accordance with and as described in the By-Laws.

**Section 3.10. Personal Liability.** No member of the Executive Board, any committee of the Association, nor any officer 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 Executive Board, or any other representative or employee of the Association, or the ARC, or any other committee, or any officer of the Association, provided that person has, upon the basis of the information as may be possessed by him, acted without willful or intentional misconduct.

#### ARTICLE IV. MEMBERSHIP AND VOTING RIGHTS

**Section 4.1. Membership in Association.** Membership in the Association shall be appurtenant to and may not be separated from ownership of each Lot. Every Owner, including the Developer (so long as it owns any interest in a Lot), shall be a "Member" of the Association. Membership in the Association appurtenant to a Lot shall automatically terminate when ownership of that Lot ceases. Upon the transfer of ownership of a Lot, howsoever achieved, including without limitation by foreclosure of a Mortgage upon a Lot, the new Owner thereof shall, concurrently with the transfer, immediately and automatically become a Member in the Association.

**Section 4.2. Management.** Members (in their capacity as a Member) shall have no right to manage the business affairs of the Association. Management of the Association is vested entirely in its Executive Board of Directors as set forth in this Declaration and the Articles and By-Laws.

**Section 4.3. Voting Rights.** There shall be two Classes of Members, Class A Members and Class B Members, as described below:

(1) Except as otherwise provided herein, all Members of the Association, other than Multi-Family Lot Owners and the Developer, shall be Class A Members. Class A Members shall be allocated and entitled to one (1) vote for each Lot of which the Member is the Owner.

(2) The Developer shall be the sole Class B Member and for each Lot the Class B Member owns the Class B Member, shall be entitled to an number of votes equal to 70% of the total number of Lots in the Subdivision, for so long as the Class B Member is the owner of an interest in a Lot.

If there are one (1) or more Owners of a Lot, then those Owners must designate one (1) of their number as the "Voting Member" for that Lot, which designation shall be made in writing to the Executive Board. After the Voting Member is designated, the Executive Board shall have the right to rely on that designation until a written notice signed by all Owners of that Lot revoking the appointment is received by the Executive Board.

**Section 4.4. Meetings, Voting Procedures and Other Matters.** So long as the Developer owns an Interest in a Lot, meetings of the Members shall be conducted as determined by the Developer. Once the Developer no longer owns an Interest in any Lot, the Association meetings must be called and conducted in accordance with the By-Laws and Articles. Unless otherwise provided in this Declaration or in the By-Laws, any matter to be voted on by the Members of the Association shall be determined by the affirmative vote of at least 60% of the votes cast at a meeting (or in lieu of a meeting) in accordance with the By-Laws; provided, however, that for so long as the Developer owns an interest in a Lot, no vote, consent or approval shall be valid unless the Developer shall have cast its votes (or executed a consent in lieu of a meeting) in favor of the measure or shall have waived its right to cast its votes in writing. The detailed voting procedures, meeting and quorum requirements, procedures for consents in lieu of meetings and other matters regarding the Association, the Executive Board and membership are set forth in the By-Laws and Articles.

**Section 4.5. Annual Budget.** On or before the 1<sup>st</sup> day of November each year the Executive Board shall prepare an Annual Budget for the next succeeding calendar year. Among other items, the Annual Budget will set forth (1) estimated amounts to cover all costs and expenses associated with the Association's duties described in this Declaration and the By-Laws, including its duties associated with the Common Areas (the "Common Expenses"), and (2) the "Annual Assessment" (described in Section 5.3 below) for each Lot for that year. If the Annual Assessment does not increase from one year to the next by more than ten percent (10%), then the Annual Budget shall be deemed approved unless a vote of more than seventy percent (70%) of the votes in the Association by the Members reject that Annual Budget at a regular or special meeting of the Association called for that purpose. If the Annual Assessment increases by more than ten percent (10%) from one year to the next, then the Annual Budget must be approved by a vote of more than seventy percent (70%) of the Association by the Members at a regular or special meeting of the Association called for that purpose. If an Annual Budget is rejected or a new Annual Budget is not approved for any year then the Annual Budget and Annual Assessment for the preceding year shall remain in effect until a new Annual Budget is approved.

**Section 4.6. Airstrip Annual Budget.** In addition to the foregoing, the Annual Budget shall also include estimated amounts to cover all costs and expenses associated with the Association's duties as described in the Declaration and By-Laws in connection with the operation of the Airstrip and Facilities, if they are constructed, (the "Airstrip Annual Budget") as prepared by the Airstrip Board. If the Airstrip Annual Budget does not increase from one year to the next by more than ten percent (10%), then the Airstrip Annual Budget shall be deemed approved unless a vote of more than seventy percent (70%) of Airstrip Lot Owners reject that Airstrip Annual Budget at a regular or special meeting of the Association called for that purpose. If the Airstrip Annual Budget increases by more than ten percent (10%) from one year to the next, then the Airstrip Annual Budget must be approved by a vote of more than seventy percent (70%) of the Airstrip Lot Owners at a regular or special meeting of the Association called for that purpose. If an Airstrip Annual Budget is rejected or a new Airstrip Annual Budget is not approved for any year then the Airstrip Annual Budget and Airstrip Assessment for the preceding year shall remain in effect until a new Airstrip Annual Budget is approved.

**Section 4.7. Dock Annual Budget.** In addition to the foregoing, the Annual Budget shall also include estimated amounts to cover all costs and expenses associated with the Association's duties as described in the Declaration and By-Laws in connection with the operation of the Dock, the Dock Common Areas, and the Dock Access Easement, and to establish reasonable reserves for rebuilding and replacement of the Dock and the Dock Common Areas (the "Dock Annual Budget") as prepared by the Dock Board. Funding for the Dock Annual Budget shall be apportioned evenly among Slip Owners. If the Dock Annual Budget does not increase from one year to the next by more than ten percent (10%), then the Dock Annual Budget shall be deemed approved unless a vote of more than seventy percent (70%) of Slip Owners reject that Dock Annual Budget at a regular or special meeting of the Association called for that purpose. If the Dock Annual Budget increases by more than ten percent (10%) from one year to the next, then the Dock Annual Budget must be approved by a vote of more than seventy percent (70%) of the Slip Owners at a regular or special meeting of the Association called for that purpose. If a Dock Annual Budget is rejected or a new Dock Annual Budget is not approved for any year then the Dock Annual Budget and Dock Assessment for the preceding year shall remain in effect until a new Dock Annual Budget is approved.

## ARTICLE V. ASSESSMENTS

To fund its operations, fulfill its obligations described herein and in the By-Laws, and to promote the general benefit, health, safety and welfare of the Subdivision, the Executive Board, on behalf of the Association, may establish, continue and make certain assessments.

**Section 5.1. Creation of Assessments.** Each Owner, other than the Developer, by acceptance of a deed for any Lot, whether or not it shall be so expressed in the deed, is deemed to covenant and agree to pay to the Association: (1) all Annual Assessments or charges, (2) Special Assessments, (3) Airstrip Assessments, (4) Dock Assessments, (5) Enforcement Assessments, and (6) all other assessments and charges imposed by the Association hereunder (collectively, the "Assessments"). All Assessments including the Annual and Special Assessments and all other sums due hereunder, together with interest, costs and reasonable attorneys' fees, shall, to the full extent permitted by law, be a charge

on the Lot of each Owner and shall be a continuing lien upon each that Lot after the Assessment is made, except for any Lot owned by the Developer. Each Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of each Lot, except for those of the Developer, on the effective date of the Assessments. The personal obligation for delinquent Assessments shall not pass to the successors in title of each Owner other than Developer, but, nevertheless, the lien arising by reason of the assessment shall continue to be a charge and lien upon the Lot as above provided.

**Section 5.2. Purpose of Assessments.** The funds collected as Assessments levied by the Association shall be used by the Association to pay the Common Expenses and fund its operation and perform its duties, including promoting the general benefit, health, safety, welfare and recreation of the residents in the Subdivision. The Association's rights and powers shall include (in addition to the rights and powers set forth in the Articles and By-Laws) provision for the improvement, construction, repair, maintenance, care, upkeep and management of the Common Areas and the Improvements and facilities thereon; and further, shall include the payment of any taxes and assessments, if any, which may be assessed and levied upon any property owned by the Association, together with all other costs and expenses related to the insuring, management and maintenance of the Common Areas and Property owned by the Association. Nothing contained herein shall limit the Association's rights and powers granted in this Article V or granted elsewhere in this Declaration and the Articles and By-Laws of the Association.

**Section 5.3. Annual Assessments.** Subject to Section 5.5 and 5.6, the Executive Board shall make an annual assessment (the "Annual Assessment") allocated among the Lots in an amount sufficient to collect funds equal to the Annual Budget. The Executive Board shall equally apportion the Annual Budget (excluding the Airstrip Annual Budget and the Dock Annual Budget) among the Lot Owners.

**Section 5.4. Special Assessment.** In addition to the Annual Assessments, the Association may levy one or more Special Assessments in accordance with the following (each, a "Special Assessment"). The purpose of a Special Assessment shall be for (a) capital improvements of the Common Areas, (b) providing in whole or in part, for the cost of any reconstruction, repair or replacement of a capital improvement in the Common Areas, including fixtures and property related thereto, (c) to reimburse the Association for any cost or expense incurred by the Association for the enforcement of the Declaration or any action taken by the Association to remedy an Owner's failure to fulfill its duties under this Declaration, and (d) covering any shortfall in the Annual Budget due to inadequate collection of an Annual Assessment, inflationary reasons, other cost overruns, or to pay any unpaid Common Expenses.

**Section 5.5. Airstrip Assessment.** In addition to the Annual Assessments and Special Assessments, the Airstrip Board will equally apportion the Airstrip Annual Budget among Lot Owners in an amount sufficient to collect funds equal to the Airstrip Annual Budget (the "Airstrip Assessments"). The Airstrip Board may also levy Special Assessments for the Airstrip in accordance with the principals of Section 5.4.

**Section 5.6. Dock Assessment.** In addition to the Annual Assessments and Special Assessments, the Dock Board will equally apportion the Dock Annual Budget among Slip Owners in an amount sufficient to collect funds equal to the Dock Annual Budget (the "Dock Assessments"). The Dock Board may also levy Special Assessments for the Dock in accordance with the principles of 5.4. Lot Owners who do not own Slips will not be required to pay any portion of the Dock Assessment.

**Section 5.7. Enforcement Assessment.** In addition to the Annual Assessment and Special Assessment described above, if an Owner violates or allows the violation of this Declaration, the Rules and Regulations, the Articles or By-Laws, then upon the affirmative vote of the Executive Board and 67% of all votes cast by Members entitled to vote (other than the violating Owner), including the Developer, the Association may levy an enforcement assessment ("Enforcement Assessment") against the Owner in an amount set by the Executive Board reasonably calculated to encourage compliance and/or to cover any damage incurred by the Association. The Association must send via U.S. mail to the Owner's last known address written notice describing the violation and give the Owner a reasonable time, as determined by the Executive Board, to cure the violation. If the violation is not cured (or sufficient corrective steps have not commenced), then the Executive Board may commence collection of the Enforcement Assessment in the same manner as any other Assessment, as described in Section 5.9 below. In addition to the

foregoing, the Airstrip Board and Dock Board may engage the Executive Board, with all of its authority and power and rights to lien as described in this Article V to collect any Airstrip Assessments or Dock Assessments, in accordance with the terms of this Declaration.

**Section 5.8. Class B Member Liability.** The Class B Member is not obligated to pay any Annual Assessments, Airstrip Assessments, Dock Assessments, or Special Assessments, except, the Developer shall reimburse the Association for any deficit in the operation of the Association prior to December 31, 2009.

**Section 5.9. Effect of Nonpayment of Assessments; Remedies of the Association.** Each Owner (other than the Developer) shall be obligated to pay to the Association all Assessments provided for herein when due. If 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 actual or threatened breach of this Declaration, all reasonable attorneys' fees and costs thereby incurred, in addition to any other amounts due or any other relief or remedy obtained against that Owner shall be added to the Assessment. In the event of a default in payment of any Assessment when due, the Assessment shall be deemed delinquent, and shall bear interest at the greater of (i) eighteen percent (18%) per annum, or (ii) the highest rate allowed by applicable law (the "Default Rate"), and in addition to any other remedies herein or by law provided, the Association may enforce each obligation in any manner provided by law or in equity, or, without any limitation by the foregoing, by either or both of the following procedures.

(1) **Enforcement by Suit.** The Executive Board may cause a suit at law to be commenced and maintained in the name of the Association against any Owner to enforce each Assessment obligation. Any judgment rendered in any action shall include the amount of the delinquency, together with interest thereon at the Default Rate from the date of delinquency, court costs, and reasonable attorneys' fees in any additional amount as the court may adjudge against the delinquent Owner.

(2) **Enforcement by Lien.** There is, to the full extent permitted by law, hereby created a claim of lien, with power of sale, on each and every Lot within the Subdivision to secure payment to the Association of any and all Assessments levied against any and all Owners of each Lot, together with (a) interest thereon at the Default Rate from the date of delinquency, (b) all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees and (c) an "Administrative Fee" which shall be an amount equal to Two Hundred and Fifty Dollars (\$250.00) for calendar years prior to 2008. For calendar year 2008 and each calendar year thereafter, the Administrative Fee shall be increased by the percentage increase in the generally applicable Consumer Price Index or other similar index.

(3) **Procedure.** At any time within thirty (30) days after the occurrence of any default in the payment of any Assessment, the Association or its authorized representative, may, but shall not be required to make a written demand for payment to the defaulting Owner, on behalf of the Association. Each demand shall state the date and the amount of the delinquency. Each default shall constitute a separate basis for a demand, claim of lien, or a lien, but any number of defaults may be included within a single demand, claim or lien. If such delinquency is not paid within ten (10) days after delivery of demand, or even without such a written demand being made, the Association may elect to file a claim or lien on behalf of the Association against the Lot of the defaulting Owner. A claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- a) The name of the delinquent party (as shown on the Association records);
- b) The Lot number or address of the property against which claim of lien is made;
- c) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, the Administration Fee, and an amount equal to the estimated collection costs, and estimated attorneys' fees;

d) That the claim of lien is made by the Association pursuant to the Declaration; and

e) That a lien is claimed against the property in the amount stated.

(4) Attachment. Upon recordation of a duly executed original or copy of the a claim or lien, and mailing a copy thereof to the Owner, the lien claimed thereon shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which the Assessment was levied. The lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes thereon or Assessments in favor of any municipal or other governmental assessing unit. The lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a deed of trust, with a power of sale, as set forth by the laws of the State of Missouri, as may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of the Members. The Association may acquire, hold, lease, mortgage, and convey any property acquired under this Article V. In the event the foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the Association to the extent permitted by law. Each Owner, by becoming an Owner in the Subdivision, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Section 5.10. Personal Obligation for Dock Assessments. All Dock Assessments shall be personal and individual debts of each Slip Owner. Each Slip Owner, by acceptance of a transfer document to a Slip, is deemed to covenant and agree to pay the Association through the Dock Board all Dock Assessments and other Assessments and charges imposed by the Association or the Dock Board in connection with the Dock. Any Dock Assessment or other sum due the Association from a Slip Owner that is not paid within 10 days after it is due shall be deemed delinquent and, without notice, shall bear interest at a rate of 18% per annum from the date originally due, until it is paid, and the Slip Owner shall be required to pay a reasonable administrative fee as established by the Dock Board. All Dock Assessments and any other sums due hereunder by a Slip Owner, together with interest, costs and reasonable attorney's fees shall to the full extent permitted by law be (1) a charge on the Slip of each Slip Owner, (2) a continuing lien upon that Slip after the Dock Assessment and other charge is made, and (3) a personal obligation of the Slip Owner upon the effective date of the Dock Assessment or other charge. Each Slip Owner hereby grants to the Association, to be administered by the Dock Board, a Security Interest and first lien, paramount to all others (the "Security Interest") on every right and interest of the Slip Owner in and to their Slip, and all appurtenants thereto. This Security Interest and lien are granted for the purpose of securing the payment of Dock Assessments and other charges, liens, and damages to be paid by each respective Slip Owner and for securing the performance by each Slip Owner of their obligations under the Declaration and under the By-Laws. Each Slip Owner agrees that in addition to all other rights and remedies enumerated herein, or otherwise available to the Association or Dock Board, at law, in equity or under the Declaration or the By-Laws, the Association (as administered by the Dock Board) shall have all of the rights and remedies available to a secured party under Article 9 of the uniform Commercial Code (the "UCC") in effect from time to time in Missouri and may file UCC-1's or other similar financing statements or documents to provide notice of the Security Interest. Suits to recover a money judgment for unpaid Dock Assessments or other fees charged hereunder may be maintained by the Association through the Dock Board without any requirement of a lien for Assessments. If the Association employs an attorney or attorneys for the collection of any Dock Assessment or other charge due from a Slip Owner hereunder, whether by suit or otherwise, or to enforce compliance with the terms and conditions of the Declaration or the By-Laws, or for any other purpose, all reasonable attorneys' fees and costs thereby incurred, in addition to the other amounts due against the Slip Owner shall be added to the Dock Assessment. The Association through the Dock Board may cause suit to be filed against any Slip Owner to collect Dock Assessments or other charges due hereunder. In addition, there is to the full extent permitted by law hereby created a claim of lien with power of sale on each and every Slip within the Dock to secure the payment the Association through the Dock Board of any and all Dock assessments or other fees or charges levied against any and all Slip Owners, together with all interest thereon plus collection of attorneys fees as described above.

**Section 5.11. Subordination of the Lien to Mortgages.** The lien of the assessment provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to Mortgage foreclosure shall extinguish the lien of assessment as to payments that become due prior to sale or transfer. No sale or transfer shall relieve any Owner or Lot from liability for any assessments thereafter or remove the lien of assessment from any Lot becoming due or from the lien thereof.

## ARTICLE VI. ARCHITECTURAL CONTROL

No structure, residence, hanger, accessory building, tennis court, swimming pool, fence, mailbox, driveway, wall, lot drainage works, awning, deck, exterior area lighting and/or other Improvement shall be constructed or maintained upon any Lot, and no addition or change to the exterior of a structure or Improvement shall be undertaken, unless complete plans, specification and plot plans thereof showing the exterior design, height, building material and color scheme thereof, the location of the structure on the Lot plotted horizontally and vertically, and the location of driveways and fencing, shall have been submitted to and approved in writing by the "Architectural Review Committee" as described below.

**Section 6.1. Duties of the ARC.** The Architectural Review Committee ("ARC") shall have the right, in its sole discretion, to approve or disapprove any plans and specifications. In making its decisions, the ARC shall have the right to take into consideration aesthetic aspects, the suitability of the proposed building, structure, Improvement or landscaping, its architectural design, color, texture and materials, the harmony of external design and location in relation to surrounding structures and topography and the effect of the improvements as planned on the outlook from adjacent or neighboring Lots or any other reason the ARC deems appropriate in light of Developer's plans for the Subdivision as a residential development. In addition, the ARC may consider the effect of any Improvement on the Airstrip and Facilities (if they are constructed) or the Dock, including the use of either. No changes or deviations in or from such plans and specifications, once approved, shall be made without those changes being resubmitted for approval by the ARC.

**Section 6.2. Submission Guidelines.** The ARC shall have the right, in its sole discretion, to establish minimum guidelines for the submission of plans and specifications and other items for ARC review. To obtain ARC approval to construct any dwelling, hanger, structure or other Improvement, each Owner or its representative builder (each, an "Applicant") must submit the all plans and specifications and other items required for ARC review from time to time, including the following items:

- (1) Detailed architectural drawings, plans and specifications showing: (a) all exterior elevations of all Improvements, (b) footprint and finished floor elevations, (c) all exterior materials, (d) location and size of driveways, decks, terraces, patios, hangers, other outbuildings, retaining walls, mechanical units, utility meters and drainage pipes (e) roof and foundation plans, (f) floor plans for each floor, and (g) square footage of all living space per floor and total.
- (2) Lot landscaping plan including a soil erosion plan, and location of all plantings, sidewalks, lighting, fences, screened areas, excavating, grading, tree removal and other improvements;
- (3) Lighting Plan (defined in Section 6.4) including specifications for any exterior lighting to be utilized with respect to such Improvement;
- (4) Material and Specifications lists with color sample of all exterior materials and finishes; and
- (5) Plan for all utilities, including all water, electrical, gas, septic and other mechanical systems.

In addition to the foregoing, Owner must submit plans and specifications to the ARC with an Application Fee of \$275 (the "Application Fee").

**Section 6.3. General Requirements for Submissions to ARC.** All plans, specifications, materials and other items submitted to the ARC must be made in compliance with the Residential Construction Guidelines as established by the ARC from time to time (the "Guidelines"). These Guidelines

shall include (1) minimum standards for the scale, size and form of all plans and drawings submitted, (2) detailed descriptions of materials and colors to be used, (3) work start and completion dates, (4) the name, address and other information of the General Contractor or builder, (5) detailed descriptions of all exterior Improvements, including sidewalks, irrigation systems, fences, screened areas, excavation of the Lot, grading, tree removal and placement of any other Improvements and (6) all must be in sufficient detail to show compliance with all Special Area Standards applicable to the Lot. All submissions to the ARC must be accompanied by a Submission Review form developed by the ARC.

**Section 6.4. Lighting Plan.** Unless otherwise included in the foregoing plans, a separate lighting plan (the "Lighting Plan") must be supplied to the ARC and include specifications for any exterior lighting to be utilized with respect to each Lot. All lighting must be installed, used and maintained in accordance with the Avigation Easement, Airstrip Rules and FAA Regulations.

**Section 6.5. Other Information.** All such other information as may be reasonably required which will enable the ARC to determine the location, scale, design, character, style and appearance of each Applicant's intended Improvements, and to make an assessment as to whether the intended Improvements satisfy the requirements of the Declaration and the ARC.

**Section 6.6. Procedures.** The specific procedures of the ARC are set forth in the Residential Guidelines as may be established by the ARC from time to time. However, generally the ARC shall approve or disapprove all plans and requests within thirty (30) days after receipt by the ARC of all information it may request. If the ARC fails to take any action within thirty (30) days after a request, approval shall be presumed to have been denied. The ARC shall maintain written records of all applications submitted to it and of all actions it takes. Plans, specifications, and other records of the ARC actions shall be kept by the ARC for at least one (1) year. A majority vote of the ARC shall be necessary for approval of any request.

**Section 6.7. Members of Architectural Review Committee.** The ARC shall consist of one or more persons appointed by the Developer until the Developer has sold all of its interests in the Lots to third parties. Thereafter, the ARC membership shall be appointed by the Executive Board. Members of the ARC appointed by the Developer are not required to be Owners.

**Section 6.8. Non-Liability for Approval of Plans.** Plans and specifications shall be reviewed by the ARC as to style, color, exterior design, appearance and location and shall not be reviewed for engineering or structural design or for compliance with zoning and building ordinances. By approving such plans and specifications, neither the ARC, the members thereof, the Association, the Executive Board nor the Developer assume any liability or responsibility therefor or for any defect in any structure constructed from such plans and specifications. Neither the ARC, any member thereof, the Association, the Executive Board nor the Developer shall be liable to any Owner, prospective Owner, or other Person for any damage, loss or injury suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (c) the development, or manner of development, of any property within the Subdivision, provided, however, that such action, with the actual knowledge possessed, was taken without willful or intentional misconduct. Approval of plans and specifications by the ARC is not and shall not be deemed to be a representation or warranty that said plans or specifications comply with applicable governmental ordinances and building codes.

**Section 6.9. Inspection.** Any member of the ARC, or any authorized officer, director, employee or agent of the Association, may at any reasonable time enter upon any Lot in order to inspect Improvements constructed or being constructed on such Lot to ascertain that such Improvements have been or are being built in compliance with the approved plans and specifications.

**Section 6.10. Approval.** The ARC may take any action, approve or disapprove any plans, specifications, schedules, design, construction materials, colors, or methods to be used in any work or on a Lot or within the Subdivision, or make any determination described in this Declaration in its sole, absolute and arbitrary discretion and for any reason.

**Section 6.11. Construction Criteria.** The ARC may promulgate and publish construction specifications and guidelines, including approved vendor lists, approved materials lists and approved contractor lists.



**Section 6.12. Fees.** All reasonable fees or expenses incurred by ARC, including the fees of architects or engineers to review submittals, shall be paid by the Applicant.

#### **ARTICLE VII. BUILDING RESTRICTIONS AND COVENANTS**

Subject to the following, to prevent the over standardization of the Subdivision and promote diversity while maintaining a high level of aesthetic value and quality, the ARC may establish varying standards for the construction of Improvements within the various Neighborhoods established within the Subdivision including the location, construction, design, landscaping, materials, specifications and size of all dwellings, structures and other Improvements from time to time.

**Section 7.1. General Guidelines for all Structures.** All residences, dwellings, aircraft hangers, buildings, amenities, fences, mailboxes, driveways, awnings, decks, exterior area lighting, landscaping, structures and other Improvements to be constructed or maintained upon any Lot shall comply with the following minimum standards:

(1) Unless otherwise approved by the ARC, all dwellings on Lots shall have an attached private two (2), three (3) or four (4) car garage; provided, however, that the ARC, in its sole discretion, may give written consent to the construction of (i) detached garages; and/or (ii) a detached utility building, pool house, mother-in-law quarters or other similar structure, provided the overall appearance, materials and color of which shall be compatible with the architectural style of the dwellings, and approved by the ARC prior to commencing construction.

(2) The entire front (as determined by the ARC) of all structures visible above ground level shall be constructed of brick, stucco, stone or other material (or approved combinations thereof) as approved by the ARC in writing. The ARC may also determine the color of the materials used to coordinate with the surrounding dwellings. The ARC may, in its sole discretion, approve substitute materials for use on dormers, overhangs, cantilevers and other specific areas of a structure. New exterior products not now on the market may be approved for use as part of the exterior finish of a dwelling by the ARC, in its sole discretion.

(3) The ARC shall determine minimum standards for the amount of living space on the main upper and lower levels of all dwellings on a Neighborhood-by-Neighborhood basis.

(4) Generally, carports shall not be permitted, unless the ARC determines that the carport coordinates with, and does not detract from, the appearance of the dwelling and the surrounding dwellings.

(5) All garage doors must include architectural elements and be approved by the ARC prior to installation. No garage may have an entrance facing the same road as the front door of the dwelling unless (i) the dimensions of the Lot would not allow otherwise, or (ii) as approved in writing by the ARC.

(6) All roofs shall have an exterior surface that shall be approved by the ARC, but must be, at a minimum, an architectural grade composition shingle having at least a 30-year warranty and shall have a pitch of at least 6/12.

(7) All driveways and off-road parking areas must be constructed using concrete, asphalt, or other hard surface material as may be approved from time to time by the ARC and must allow sufficient room for the ingress and egress of unparked vehicles from the dwelling to the street.

(8) No structure or other improvement may interfere with or be allowed to grow into the RPZ or the Avigation Easement Area. In addition, no Improvement may be constructed nor vegetation allowed to grow more than twenty (20) feet within a three hundred (300) foot area of the Airstrip, as measured from the highest point of the Airstrip (if it is constructed) nearest the Improvement or vegetation in question. The Airstrip Board through the Association shall have the right, after thirty (30) days written notice to such Owner, to remove the Improvement or vegetation that is within the RPZ, the Avigation Easement Area or within any Taxiway or Roadway. Any costs incurred by the Association for such removal may be levied against such Lot Owner as a Special Assessment.

**Section 7.2. Guidelines for Single Family Lots.** In addition to the guidelines described in Section 7.1, the following minimum standards shall apply:

- (1) **Lakefront Lots.** Dwellings on Lakefront Lots must contain more than 1500 square feet of living space on the main entrance level (at or above the level of the abutting road, as determined by the ARC), exclusive of patios, decks, porches or garages.
- (2) **Other Lots.** Dwellings on other Single Family Lots must contain more than 1200 square feet of living space on the main entrance level (at or above the level of the abutting road, as determined by the ARC), exclusive of patios, decks, porches or garages.

**Section 7.3. Guidelines for Multi-Family Lots.** In addition to the guidelines described in Section 7.1, all structures and other Improvements constructed upon a Multi-Family Lot shall be constructed in a manner so that they blend well with the surrounding development and Improvements to support and perpetuate the aesthetic integrity and design philosophy of the project set forth in this Declaration. All designs, materials, colors, dwelling sizes, dwelling heights, roofs pitches, roof materials, exterior materials, mailboxes, surface water, flow of ground water, detention areas, parking spaces, traffic flow, and all other aspects of the development of a Multi-Family Lot must be approved by the ARC. Because of the unique nature and individual characteristics of Multi-Family developments, the ARC reserves the right to approve or reject all submitted materials and Plans on an ad-hoc basis in its sole and absolute discretion.

**Section 7.4. Guidelines for Hangers.** In addition to the guidelines described in Section 7.1, the following minimum standards shall apply:

- (1) Hangers may only be constructed on Airstrip Lots.
- (2) Hanger foundations must have poured concrete footings and slab floors.
- (3) The exterior architectural elements of the Hanger must coordinate with the dwelling on the Lot.
- (4) All driveways and off-road parking areas must be constructed using concrete, asphalt, or other hard surface material as may be approved from time to time by the ARC and must allow sufficient room for the ingress and egress of unparked vehicles from the dwelling to the street.

The minimum and maximum square footage, height, exterior materials, roof pitch line and material composition shall be established by the ARC. The ARC may establish Hanger construction and design guidelines as it sees fit from time to time.

**Section 7.5. Mailboxes.** Unless a community box is provided or required, each Owner shall purchase, install and maintain the mailbox selected by the ARC and no other mailboxes shall be allowed.

**Section 7.6. General Building Restrictions and Requirements.**

- (1) **Landscaping and Lawns.** Each Owner shall complete the Landscaping Plan in accordance with the Landscape Guidelines established by the ARC. The ARC may prohibit the installation of any vegetation that could interfere with the use and operation of the Airstrip, Roadways and Taxiways, or the Dock Access Easement.

- (2) **Fences.** Fences are not encouraged. However, properly constructed and installed fences may be approved by the ARC on certain Lots and on a Lot by Lot basis. Unless otherwise determined by the ARC, generally chain link and other similar fences are not permitted, fences may not exceed seventy-two (72) inches in height, fences may not extend nearer to the front wall of a dwelling than fifty (50%) percent of the distance of the dwelling on each side, on Corner Lots fences may extend from the dwelling toward the street a maximum of five (5) feet, and no fence or hedge shall be permitted between the front wall of the structure and the adjoining street or across the front yard.

- (3) **Maximum Height.** No structure or other Improvement shall exceed a height of 30 feet, as measured based on the elevation of the center point of the nearest street adjacent to the Lot, as determined by the ARC or Executive Board, in their sole discretion.

(4) Setbacks and Building Location. No dwelling, hanger, building or other improvement may be located nearer to any Lot line than the minimum set back line shown on the Plat. In addition, the location of each dwelling, building or other improvement (horizontal and vertical) must be approved by the ARC. Generally, setbacks will be 25 feet from the front Lot line, 10 feet on each side Lot line, and 25 feet from the rear Lot line. Airstrip Lots must have an additional 100-foot setback from the centerline of the Airstrip and 50 feet from the back of the Airstrip Lot line.

(5) Removal of Trees. No tree in excess of six (6) inches in diameter or in excess of fifteen (15) feet in height may be removed from a Lot without prior approval from the ARC. Notwithstanding anything contained herein, no trees shall be allowed to grow into the Airspace within the Avigation Easement. Lot Owners shall ensure that no tree encroaches on the Avigation Easement Airspace.

(6) Installation of Antennas. Subject to applicable federal law, no exterior antenna or other similar device for the transmission or reception of electronic signals shall be erected, used or maintained outdoors on any Lot, unless approved by the ARC, which shall have the sole discretion to decide such matters. Satellite dish antennas for television reception shall be permitted provided that the dish is firmly mounted to the dwelling located on the Lot where it is installed, and provided that it is not larger than the 18" direct satellite dish and the dish is so located that it is not Visible From The Street. All satellite antennas, and the location and method for the mounting thereof, shall be approved by ARC before being installed. Notwithstanding anything contained herein, no antenna shall be allowed to encroach into the Avigation Easement. Lot Owners shall ensure that no antenna encroaches into the Avigation Easement Area or Airspace.

(7) Installation of Propane Tanks. Subject to applicable law, no propane tank shall be erected, used or maintained outdoors on any Lot, unless approved by the ARC. Propane tanks shall be permitted provided that the Propane Tanks buried underground on the Lot where it is to be used, and provided that it can be refilled without damaging the Lot, neighboring Lots or any Common Areas. All Propane Tanks, and the location and method for the installation, shall be approved by ARC before being installed.

(8) Encroachments. No tree, shrub, or planting of any kind on any Lot shall be allowed to overhang or otherwise encroach upon any sidewalk, street, or pedestrian way, from ground level to a height of eight (8) feet, without the prior approval of the ARC.

(9) Soil Removal. No soil may be removed from the Subdivision without the prior consent of the Developer.

(10) Underground Utilities. Unless otherwise approved by the ARC, all utilities serving each Lot, including but not limited to, electric, telephone and cable television lines, propane gas, and natural gas pipelines shall be buried underground. Any items above ground such as transformers, metering devices or vents shall be enclosed, designed, screened and located as required or approved by the ARC in such a manner as to minimize visibility by the public.

(11) Maintenance of Unimproved Lots. All Owners, other than the Developer, of any Lot that is vacant, or otherwise unimproved, shall mow, maintain and otherwise keep the Lot in a sightly manner, free from debris and trash, and shall not allow or permit any waste to be dumped or accumulated on their Lot. If the Executive Board determines that an Owner is in violation of this provision, after 30-days written notice, the Executive Board may cause the Association to remedy the situation and charge such Owner any cost incurred by the Association in connection therewith.

(12) Specific Prohibitions. None of the following items shall be allowed within the Subdivision: (a) above-ground swimming pools; (b) field storage facilities; (c) outdoor lighting or electrical equipment that would interfere with operation of the Airstrip and Facilities (if they are constructed) or Aircraft; (d) window air conditioning units; or e) vinyl siding.

**Section 7.7. Miscellaneous Construction Requirements.** Unless otherwise determined by the ARC, the following shall apply to all construction within the Subdivision:

(1) Each Owner shall cause its general contractor, for each jobsite, to be responsible for controlling dust and noise, including loud music from that jobsite, and must provide containers for collection of construction waste.

(2) No construction work on any Lot may occur from one hour after sunset until one hour before sunrise.

(3) No blasting shall be done without the approval of the ARC, whose approval is conditioned upon an indemnification of the Association by the blasting contractor regarding damage from blasting.

(4) Work on any Lot may not interfere with the operation of the Airstrip and Facilities (if they are constructed) or the Dock.

This Section 7.7 shall be enforceable pursuant to the principals described in Section 8.29 and in Section 11.7 and other provisions of this Declaration, which include the imposition of a penalty of \$1,000 dollars per day.

**Section 7.8. Completion.** All dwellings, buildings and other Improvements must be completed within a reasonable time after commencement of construction. Unless otherwise determined by the ARC, reasonable time shall be one (1) year. In the event of fire, windstorm, or other damage, a structure shall be repaired, remodeled, rebuilt or completely removed within a reasonable time. The determination of a "reasonable time" shall be made by the ARC in its sole discretion.

**Section 7.9. Variances.** Notwithstanding the foregoing, the ARC may give specific written permission to an Owner to vary from the provisions of this Article VII.

Notwithstanding anything to the contrary herein, no Improvement may be constructed unless all plans, specifications and other materials requested by the ARC have been delivered and approved in writing by the ARC. Any Improvement not in accordance with the ARC approved plans or requirements (or this Declaration) may not be used or occupied and the ARC may impose fines not to exceed One Thousand Dollars (\$1,000) per day until the offending Improvement is brought into compliance or removed.

## ARTICLE VIII. USE RESTRICTIONS AND COVENANTS

The following restrictions and covenants are imposed upon the Lots for the benefit of all Owners and the Developer.

8.1. **Single-Family Residential Use.** All Single-Family Lots may be used, improved and devoted exclusively as a single-family dwellings and no gainful occupation, profession, trade, or other nonresidential use shall be conducted on any such Lot; provided, however, legal professional or service businesses that do not generate traffic or cause other nuisances within the Subdivision may be allowed. Residential Group Homes shall not be permitted, even though they may be considered one family or single family homes for certain other requirements. The Executive Board may establish a maximum number of persons using, residing in or otherwise occupying any dwelling on a Lot.

8.2. **Multi-Family Residential Use.** Multi-Family Lots may only be used, improved and devoted exclusively for the construction of one or more buildings having multiple, single-family dwellings.

8.3. **Leasing and Rental.** Other than the Developer (and its Affiliates), no Lot, dwelling or Improvement thereon may be leased or rented for any period of time less than [thirty (30) days or six (6) months]. No Lot may be subleased.

8.4. **Prohibition on Multi-Family Uses.** Unless otherwise approved by the ARC, no Single-Family Lot may be used and no dwelling, structure or other Improvement may be placed on a Single-Family Lot for use as a Multi-Family Building, including duplexes, apartments, timeshare, condominium or any other use not specifically authorized in this Declaration.

8.5. Prohibition on Pre-fab/Modular Homes. No modular, pre-fabricated or other similar-type structure may be placed, located, anchored or otherwise used on any Lot except as specifically provided in this Declaration on a temporary basis during the construction of a dwelling or a Lot.

8.6. Prohibition on Docks. No Lot Owner (other than the Developer) or Member (other than the Class B Member) shall permit or allow any dock, ramp, pier, or other similar structure other than the Dock to be attached, used or anchored adjacent to or near their Lot. In addition, no Lot Owner (other than the Developer) shall be allowed to apply for a Dock Permit, allow an existing dock to be moved adjacent to their Lot or the construction of a dock adjacent to their Lot, other than the Dock or such other structure as developed and constructed by the Developer.

8.7. Animals. No animals, fowl, or livestock, other than a reasonable number of generally recognized house pets (no Pit Bull, Rottweiler, Doberman, or similar breed or partial breed), shall be maintained on any Lot or other property within the Subdivision, and then only if they are kept solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. Upon the written request of the Owner, the Executive Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this Section, a particular animal is a generally recognized house pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Executive Board shall be enforceable as other restrictions contained herein. Animals shall not be allowed loose or unsupervised on any part of the Subdivision and walking of pets shall be on a leash and allowed only on the portions of the Subdivision as the Executive Board may prescribe by its Rules and Regulations. Lot Owners must clean up any waste material produced by their animals in a timely manner. No doghouse, structure or pen for the care, housing or confinement of any animal shall be constructed or maintained unless it is in a fenced rear yard, and is approved by the ARC.

8.8. Parking. The Executive Board may promulgate Rules and Regulations establishing parking and no-parking in areas within the Common Areas and may limit the number and type of vehicles that may be kept or parked within the Lots.

8.9. Playground Equipment. Unless otherwise determined by the ARC, no playground equipment or other similar structures may be erected in the front yard or any side yard of a Lot.

8.10. Garage Doors. The doors of all garages shall be kept closed at all times except when necessary for ingress and egress. The doors of all garages shall be installed with electric powered opening and closing devices approved by the ARC. These must not interfere with the operation of Aircraft in the Airstrip and Facilities (if they are constructed).

8.11. Basketball Goals. Unless otherwise determined by the ARC, no basketball goals shall be attached to the front of any dwelling or garage nor erected in any front yard or on the side of any street that abuts any Corner Lot. No temporary or moveable basketball goals shall be left out overnight between 11:00 p.m. and 7:00 a.m. in the front or side yard of Lot, or upon any street or within any Common Areas.

8.12. Irrigation and Watering. No landscaping or lawns may be irrigated by using the Water and Sewer System of the Subdivision.

8.13. Outside Lighting. Subject to the other provisions of this Declaration and ARC approval, spotlights, floodlights, or similar type high intensity lighting must be designed, located and constructed so as to eliminate or significantly reduce glare on adjoining residences, and so that they do not interfere with the Avigation Easement or the use of the Airstrip. The Executive Board and ARC may direct that they be redesigned or eliminated if they determine that it is advisable.

8.14. Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot unless they are erected, placed or maintained so that they (1) do not interfere with the Avigation Easement or the use of the Airstrip, (2) are kept within an area not Visible From The Street or Visible From Neighboring Property, and (3) are approved by the ARC.

8.15. Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within the Subdivision except in covered containers of a standard type approved by the Executive Board, located within areas screened so that they are not Visible From The Street as approved

by the ARC. The Association shall select a company for weekly trash disposal service for the Subdivision. All residents of the Subdivision shall be required to use this company and no other trash disposal service shall be permitted. In no event shall containers be maintained so that they are Visible From Neighboring Property except to make them available for collection and then, only for the shortest time reasonably necessary to effect the collection. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot and no burning in the open will be permitted.

8.16. Signs. No sign of any kind shall be displayed except as approved by the Developer or the ARC.

8.17. Landscaping and Lawns. Each Owner shall keep and maintain the lawn, all shrubs, trees, grass and plantings, in compliance with Article VI, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. If any Owner fails to maintain their lawn, landscaping or plantings as provided herein, the Association, or its agents, may enter upon that Lot and take all reasonable action to remedy the violation, and that Owner shall reimburse the Association for its costs, upon demand. The Association may enforce collection of all sums due under this Section 8.17 in the same manner as if the costs were an Assessment and shall have all powers and rights to so collect as set forth in Section 5.7 herein and shall be deemed a lien against the Lot similar to an Assessment lien.

8.18. Motor Vehicles and Aircraft.

(1) No mobile or motor home, trailer of any kind, truck larger than 1/2 ton, camper, boat, or permanent tent or similar structure shall be parked, kept, maintained or repaired upon any property or street (public or private) within the Subdivision, between the hours of 12:00 midnight and 5:00 a.m., in a manner as will be Visible From Neighboring Property; nor shall any motor vehicle of any kind be constructed, reconstructed or repaired on public or private property within the Subdivision, provided, however, that the provisions of this paragraph shall not apply to the Developer, emergency vehicle repairs, or temporary construction shelters or storage facilities approved by the ARC and used exclusively in connection with the construction of any improvement. Notwithstanding the foregoing, Owners and their guests may park a motor home or other similar vehicle on their driveway for up to five (5) days in any thirty (30) day period provided that vehicle is not unsightly and is well maintained.

(2) Any motor vehicle or Aircraft which is, in the sole discretion of the Executive Board, unsightly or not in keeping with motor vehicles owned by the Subdivision residents, or is a service vehicle or pick-up truck with a camper top or similar top shall be parked in the garage overnight, and shall not be parked in the Subdivision between the hours of 12:00 midnight and 5:00 a.m. in such a manner as will be Visible From Neighboring Property.

(3) If the Executive Board determines that any motor vehicle (other than an Aircraft) is creating loud or annoying noises by virtue of its operation within the Subdivision, the determination shall be conclusive and final that the operation, upon notice by the Executive Board to the Owner or operator thereof, shall be prohibited within the Subdivision.

(4) Commercial vehicles and trailers of any kind shall not be permitted on any Lot or Common Areas except as necessary for loading and unloading.

(5) All Aircraft must be stored in a Hanger overnight. No Aircraft may be out of its Hanger during daylight hours for more than three (3) hours in any twenty-four hour period, except for normal operation, such as ingress, egress to the Airstrip, power up, power down, washing, waxing, and minor repair work.

8.19. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within the Subdivision, and no odors shall be permitted to arise therefrom so as to render any such Lot or any 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. The Executive Board in its sole discretion shall have the right to determine the existence of any such nuisance

and for the purposes of this Declaration such determination shall be conclusive. The proper operation of any Aircraft shall be exclusively determined to not be a nuisance for the purposes of this Declaration.

8.20. Offensive Uses Acknowledged. If the Airstrip is constructed then the Subdivision will become an aviation fly-in community. Therefore certain noise associated with the use and maintenance of Aircraft is expected. But no activity shall be carried on which is an annoyance to the neighborhood. Extended "run-up" of Aircraft engines shall only be allowed on the Airstrip.

8.21. Aircraft Operations. If the Airstrip is constructed, then Aircraft have the right-of-way when taxiing on the Roadways and Taxiways. Aircraft shall "run-up" on the Airstrip, not in any other part of the Subdivision. No low-level flying or hazardous activities will be permitted about the Property.

8.22. Unattended Aircraft. If the Airstrip is constructed, then any Aircraft parked or left unattended may be removed to a tie-down location at the Airstrip and secured at the expense of the owner of the Aircraft.

8.23. Use of Airstrip. If the Airstrip is constructed, then it will be a private use facility owned, maintained and operated by the Association for the exclusive use of Owners. The Owners will be granted the right to use the Airstrip and Facilities, Roadways and Taxi-ways. The Members and their guests will be required to follow all requirements of the County and the Airstrip Rules.

8.24. Repair of Buildings. No hanger, building, structure or fence upon any Lot within the Subdivision shall be permitted to fall into disrepair, and each such building, structure or fence shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

8.25. Machinery and Equipment. No machinery or equipment of any kind shall be placed, parked, operated or maintained upon or adjacent to any Lot within the Subdivision except that:

(1) An Owner (or guest, invitee, licensee, tenant, lessee, family member, agent or employ thereof) may use such machinery or equipment as is usual and customary in connection with the use and maintenance of that Owner's Lot, or the Improvements thereon, provided that the equipment is stored in a manner so that it is not Visible From Neighboring Property in a structure approved by the ARC;

(2) A builder or contractor constructing Improvements for an Owner may use the machinery or equipment as is usual and customary in connection with the construction of Improvements on an Owner's Lot, provided that the machinery and equipment is actively being used by the builder or contractor and is stored or placed in an area approved by the ARC, and that no construction trucks of any kind or nature shall be kept, parked or placed upon any lot or street (public or private) within the Subdivision between the hours of 12:00 midnight and 5:00 a.m., unless permission to the contrary is temporarily granted by the ARC; and

(3) The Developer or the Association may park, place, operate or maintain machinery and equipment as may be required for the operation and maintenance of the Common Areas.

8.26. Temporary Occupancy. No trailer, incomplete building, tent, shack or garage and no temporary building nor structure of any kind shall be used at any time as a residence on any property within the Subdivision. The Executive Board may allow temporary buildings or structures used during the construction of approved buildings, dwellings or other structures on any Lot subject to the Rules and Regulations of the Executive Board. All temporary structures must be removed immediately after the completion of construction of the associated Improvement.

8.27. Sales and Construction Office. Notwithstanding anything herein, while Developer owns at least one Lot in the Subdivision, the Developer and its agents may establish temporary sales and/or construction offices and model homes, in the Subdivision and may permit builders and realtors to establish the same. The Developer and its agents shall have the right to use the Common Areas in conjunction with the sales, promotion and leasing of Lots and houses in the Subdivision.

8.28. Restriction on Further Subdivisions. Subject to Article 11, no Lot within the Subdivision shall be further subdivided by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, other than the Developer, without

the prior written approval of the Developer. This provision shall not, in any way, limit Developer from subdividing any property owned by Developer or dedicating a Lot to a condominium regime.

8.29. Remedies. In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, builder, contractor, subcontractor, agent or employee thereof), shall violate, or permit to be violated, any of the provisions set forth in this Article VIII or elsewhere in this Declaration, the Executive Board may deliver to that Owner a written "Notice of Violation." The Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated or remedied within a reasonable time from the mailing date of the Notice of Violation. If, after a reasonable time has elapsed from the date of the Notice of Violation, the violation has not been voluntarily terminated by the Owner, the Association shall have the authority to pursue and effect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of the violation. This authority shall include, but shall not be limited to, the power to employ laborers to enter upon the Lot and/or Property of the Owner for the purpose of removing and/or terminating the cause of the violation and shall also include appropriate injunctive relief (the cost of which, whether successful or not, shall be paid by the Owner, including reasonable attorney fees, suit expenses and court costs). If, by virtue of the exercise of the authority granted herein, the Executive Board shall incur expenses in connection with the process of removing and/or terminating the violation the Association may enforce the collection in the same manner as if those costs were an Assessment and shall have all powers and rights to so collect as set forth in this Article VIII. For purposes of administering this Section, the determination of whether a violation has been, or is being, committed and the determination of what time period constitutes a "reasonable time" allowable for voluntary termination, shall be made by the Executive Board after taking into consideration the facts and circumstances surrounding the particular violative situation, condition or occurrence.

#### ARTICLE IX. CARE OF COMMON AREAS

Section 9.1. Maintenance by Association. The Executive Board may, at any time, as to any Common Areas take the following actions without any approval of the Owners being required:

- (1) Reconstruct, repair, replace or refinish any Improvement or portion thereof.
- (2) Construct, reconstruct, repair, replace or refinish the Airstrip, any portion of the Airstrip and Facilities, any detention areas, or road improvement or surface upon any portion of such area used as a road, street, walk, driveway or parking area.
- (3) Maintain and replace injured or diseased trees, shrubs, annuals, perennials, ground cover or other vegetation within any common areas, traffic island, median or other landscaped area within any right-of-way of any public or private street located within the Subdivision to the extent that the Executive Board deems necessary or desirable for the conservation of water and soil and for aesthetic purposes, and to the extent that the County of Stone or other appropriate governmental authority (the "Authority") deems necessary to maintain public safety. The Executive Board shall be the sole judge as to the appropriate maintenance of all grounds within any Common Areas, except any landscaped or planted areas within the right-of-way of any public or private street. Landscaping in road right-of-ways within the Subdivision shall be maintained to the satisfaction of the Authority. In the event the landscaping within any right-of way shall not be maintained by the Association to the satisfaction of the Authority, it shall provide the Association with written notification of any deficiencies, whereupon the Association shall have thirty (30) days to correct any deficiencies. In the event the Association fails to correct any deficiencies in landscaping as delineated by the Authority within thirty (30) days of receipt of notice, then in that event the Authority may either: (1) have the landscaping maintenance 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.
- (4) Place and maintain upon any area such signs as the Executive Board may deem appropriate for the proper identification, use and regulation thereof.
- (5) Do all such other and further acts that the Executive Board deems necessary to preserve and protect the property and the beauty thereof, in accordance with the general purposes specified in this Declaration.



The Executive Board shall be the sole judge as to the appropriate maintenance of all grounds within the Common Areas.

**Section 9.2. Damage or Destruction of Common Areas by Owners.** If any Common Areas are willfully or maliciously damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, the Owner does hereby authorize the Association to repair the damaged area, and the Association, at its option, shall so repair said damaged area. The cost for the repairs shall be paid by the Owner, upon demand, to the Association and the Association may enforce collection thereof in the same manner as if those costs were an Assessment and shall have all powers and rights to so collect as set forth in Article V above.

#### ARTICLE X. AIRSTRIP & DOCK USE AND REGULATION

**Section 10.1. Management of Airstrip.** If the Airstrip is constructed, then, notwithstanding the foregoing, all decisions affecting the Airstrip shall be approved by the Airstrip Board.

**Section 10.2. Management of Dock.** Notwithstanding the foregoing, the management, voting, budgeting and other procedures relating to the operation, administration and management of the Dock shall be approved by the Dock Board.

**Section 10.3. Maintenance of Airstrip and Facilities.** The Association shall keep the Airstrip, Roadways and Taxi-ways (if constructed) free and clear of obstructions and hazards such as lights, lampposts, landscaping, mailboxes and fences. The ARC and Association may promulgate Rules and Regulations regarding the use of Roadways and Taxi-ways by contractors, general contractors and sub-contractors.

**Section 10.4. Maintenance of Private Roads.** The Association shall keep and maintain all Private Roads within the Subdivision, including the removal of snow and ice. The ARC and Association may promulgate Rules and Regulations regarding the use of Private Drives by contractors, general contractors and sub-contractors.

#### ARTICLE XI. GENERAL PROVISIONS

**Section 11.1. Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration as modified and amended. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 11.2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 11.3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless otherwise amended as herein provided. This Declaration may only be amended in accordance with the following:

(1) This Declaration may be amended in whole or in part at any time within ten (10) years from the date of recordation by an instrument in writing executed by Developer, its successors or assigns.

(2) This Declaration may be amended at any time upon the affirmative vote of at least 75% of the votes of all Members (Class A and Class B) at a regular or special meeting called for that purpose or in a writing executed by Members representing at least 75% of all votes (Class A and Class B) in the Association.

(3) The Developer and Executive Board may amend this Declaration at any time to correct scrivener's errors or to cause this Declaration or any term or condition herein to be in

compliance with applicable law. Any amendment to this Declaration pursuant to this Subsection (3) shall only be effective upon the execution and recording of such amendment by the Developer and the Executive Board.

No amendment shall be effective until it is recorded in the real estate records of Stone County, Missouri.

**Section 11.4. Violations and Nuisance.** Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Developer, the Association, or any Owner(s) of Lots within the Subdivision. However, any other provision to the contrary notwithstanding, only the Developer, the Association, the Executive Board, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of this Declaration.

**Section 11.5. Violation of Law.** Any violation of any state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within the Subdivision is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration.

**Section 11.6. Remedies Cumulative.** Each remedy provided in this Declaration is cumulative and not exclusive.

**Section 11.7. Additional Remedies.** In addition to the foregoing, if an Owner violates the provisions of Article VI or Article VII, the ARC may: (i) place a One Thousand Dollars (\$1,000.00) Assessment on the applicable Lot; (ii) prohibit any further construction on the Lot until the violation or default is cured; (iii) retract its approval of any or all plans, materials and specifications, and require them to be resubmitted; (iv) assess an additional One Thousand Dollars (\$1,000.00) each thirty (30) days until the violation or default is cured; and (v) take any other action that the Executive Board might take to enforce the provisions of this Declaration.

**Section 11.8. Delivery of Notices and Documents.** Any written notice or other documents relating to or required by these Restrictions may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered the day after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows:

- (1) If to the Association or the ARC, to the Registered Agent of the Association at their office as set forth in its Articles of Incorporation on file with the Missouri Secretary of State.
- (2) If to an Owner or builder, to the address of any Lot within the Subdivision, owned, in whole or in part, by him or to any other address last furnished by an Owner to the Association.
- (3) If to Developer, to its Registered Agent at its registered office as set forth in the Articles on file with the Missouri Secretary of State.

Provided, however, that any such addresses may be changed at any time by the party concerned by furnishing a written notice of change of address to the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

**Section 11.9. The Declaration.** By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, to the covenants, conditions, Rules and Regulations now or hereafter imposed by this Declaration and any amendments thereto. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby.

## ARTICLE XII. RESERVATION OF DEVELOPMENT RIGHTS

The Developer may develop the Subdivision in phases. The Developer may add additional real property to the Subdivision and may supplement or modify this Declaration with additional covenants, conditions and restrictions as may be appropriate. The Developer's sale and conveyance of Lots is

subject to this Declaration, as modified and amended. This Declaration, as amended or modified, is in furtherance of a general plan for the Subdivision, improvement and sale thereof.

**Section 12.1. Additional Land.** The Developer may add additional real property to the Subdivision and may supplement or modify this Declaration with additional covenants, conditions and restrictions as may be appropriate.

**Section 12.2. Removal of Land.** The Developer may remove Lots, Common Areas and other real property from the Subdivision and may supplement or modify this Declaration with additional covenants, conditions and restrictions as may be appropriate.

**Section 12.3. Right to Subdivide.** The Developer hereby reserves the right to further subdivide any Lot, including the submission of one or more Lots to the Condominium form of ownership.

**Section 12.4. Construct Airstrip and Facilities.** The Developer reserves the unilateral right to construct, convey, operate, and establish the rules for use and operation of the Airstrip and Facilities (if constructed) in accordance with FAA Rules and Regulations and local Law. Once constructed, the Association, through Airstrip Board, will regulate the use and operation and shall be responsible for the repair, maintenance, upkeep and replacement of the Airport and Facilities. All Members shall be obligated to pay the Airstrip Assessment as describe above.

Instrument  
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IN WITNESS WHEREOF, the undersigned, Norwalk Landing, L.L.C., a Missouri limited liability company, has caused this instrument to be executed as of the date first above written.

NORWALK LANDING, L.L.C.,  
a Missouri limited liability company

By: Ralph Lemme *manager*

Ralph Lemme, Manager

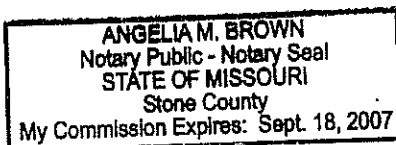
STATE OF MISSOURI )

) ss.

COUNTY OF STONE )

On this 13<sup>th</sup> day of July, 2007, before me personally appeared Ralph Lemme, to me personally known, who being duly sworn, did say that he is the Manager of NORWALK LANDING, L.L.C., a Missouri limited liability company (the "Company"), that the said instrument was signed on behalf of the Company by authority of its Members and said Ralph Lemme acknowledged said instrument to be the free act and deed of the Company.

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

Angelia M. Brown  
Notary Public Angelia M. BrownMy commission expires: 9-18-2007TJH/ 07/13/2007  
10279-001/81401\_6

## EXHIBIT A

LEGAL DESCRIPTION  
DISCOVERY BAY @ NORWALK LANDING

All of the real property described in the Final Plat of Discovery Bay @ Norwalk Landing, recorded at Plat Book 67 and Pages 8-13 as Phase I, which includes Lots 1-81 Discovery Bay @ Norwalk Landing, a subdivision in Stone County, Missouri.

Also described as follows:

A PART OF THE SOUTH HALF OF SECTION 9, AND A PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 24 WEST, STONE COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 02 DEGREES 26 MINUTES 47 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST RIGHT-OF-WAY OF A 50.00 FOOT PLATTED ROAD AS NOW LOCATED 267.23 FEET; THENCE ALONG A 625.00 FOOT RADIUS CURVE TO THE RIGHT AND SAID RIGHT-OF-WAY 762.33 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 37 DEGREES 23 MINUTES 23 SECONDS EAST AND A CHORD DIMENSION OF 715.95 FEET; THENCE NORTH 72 DEGREES 19 MINUTES 57 SECONDS EAST ALONG SAID RIGHT-OF-WAY 588.46 FEET; THENCE ALONG A 525.00 FOOT RADIUS CURVE TO THE RIGHT AND SAID RIGHT-OF-WAY 175.82 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 81 DEGREES 55 MINUTES 36 SECONDS EAST AND A CHORD DIMENSION OF 175.00 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 45 SECONDS EAST ALONG SAID RIGHT-OF-WAY 329.12 FEET; THENCE NORTH 01 DEGREES 31 MINUTES 16 SECONDS EAST DEPARTING SAID RIGHT-OF-WAY 229.29 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF OF SECTION 9; THENCE SOUTH 87 DEGREES 41 MINUTES 04 SECONDS EAST ALONG SAID LINE 290.60 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD "39-1" (STALLION BLUFF DRIVE) AS NOW LOCATED; THENCE SOUTH 68 DEGREES 06 MINUTES 33 SECONDS EAST ALONG SAID RIGHT-OF-WAY 140.00 FEET; THENCE ALONG A 955.00 FOOT RADIUS CURVE TO THE LEFT AND SAID RIGHT-OF-WAY 37.52 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 69 DEGREES 14 MINUTES 06 SECONDS EAST AND A CHORD DIMENSION OF 37.52 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF A 50.00 FOOT PLATTED ROAD AS NOW LOCATED; THENCE ALONG A 955.00 FOOT RADIUS CURVE TO THE LEFT AND SAID RIGHT-OF-WAY OF COUNTY ROAD "39-1" (STALLION BLUFF DRIVE) AS NOW LOCATED 145.10 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 74 DEGREES 42 MINUTES 48 SECONDS EAST AND A CHORD DIMENSION OF 144.96 FEET; THENCE SOUTH 10 DEGREES 56 MINUTES 02 SECONDS WEST DEPARTING SAID RIGHT-OF-WAY 54.23 FEET; THENCE SOUTH 67 DEGREES 53 MINUTES 20 SECONDS WEST 270.09 FEET; THENCE SOUTH 46 DEGREES 16 MINUTES 21 SECONDS WEST 100.15 FEET; THENCE SOUTH 56 DEGREES 39 MINUTES 18 SECONDS WEST 256.75 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 45 SECONDS WEST 436.17 FEET; THENCE SOUTH 72 DEGREES 19 MINUTES 57 SECONDS WEST 492.86 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF A 50.00 FOOT PLATTED ROAD AS NOW LOCATED; THENCE SOUTH 25 DEGREES 02 MINUTES 41 SECONDS EAST ALONG SAID RIGHT-OF-WAY 73.28 FEET; THENCE ALONG A 75.00 FOOT RADIUS CURVE TO THE LEFT AND SAID RIGHT-OF-WAY 88.55 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 58 DEGREES 52 MINUTES 02 SECONDS EAST AND A CHORD DIMENSION OF 83.49 FEET; THENCE SOUTH 02 DEGREES 58 MINUTES 06 SECONDS WEST DEPARTING SAID RIGHT-OF-WAY 50.29 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF A 50.00 FOOT PLATTED ROAD AS NOW LOCATED; THENCE ALONG A 75.00 FOOT RADIUS CURVE TO THE LEFT AND SAID RIGHT-OF-WAY 83.31 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 55 DEGREES 31 MINUTES 33 SECONDS WEST AND A CHORD DIMENSION OF 79.09 FEET; THENCE SOUTH 23 DEGREES 42 MINUTES 11 SECONDS WEST ALONG SAID

Exhibit A

RIGHT-OF-WAY 208.76 FEET; THENCE ALONG A 225.00 FOOT RADIUS CURVE TO THE RIGHT AND SAID RIGHT-OF-WAY 65.21 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 32 DEGREES 00 MINUTES 23 SECONDS WEST AND A CHORD DIMENSION OF 64.99 FEET; THENCE SOUTH 40 DEGREES 18 MINUTES 32 SECONDS WEST ALONG SAID RIGHT-OF-WAY 145.74 FEET; THENCE ALONG A 75.00 FOOT RADIUS CURVE TO THE LEFT AND SAID RIGHT-OF-WAY 30.10 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 28 DEGREES 48 MINUTES 50 SECONDS WEST AND A CHORD DIMENSION OF 29.89 FEET; THENCE SOUTH 17 DEGREES 19 MINUTES 06 SECONDS WEST ALONG SAID RIGHT-OF-WAY 453.62 FEET; THENCE ALONG A 525.00 FOOT RADIUS CURVE TO THE RIGHT AND SAID RIGHT-OF-WAY 58.50 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 20 DEGREES 30 MINUTES 39 SECONDS WEST AND A CHORD DIMENSION OF 58.47 FEET; THENCE SOUTH 23 DEGREES 42 MINUTES 11 SECONDS WEST ALONG SAID RIGHT-OF-WAY 366.95 FEET; THENCE ALONG A 75.00 FOOT RADIUS CURVE TO THE LEFT AND SAID RIGHT-OF-WAY 63.76 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 00 DEGREES 39 MINUTES 31 SECONDS EAST AND A CHORD DIMENSION OF 61.86 FEET; THENCE SOUTH 25 DEGREES 00 MINUTES 07 SECONDS EAST ALONG SAID RIGHT-OF-WAY 32.24 FEET; THENCE ALONG A 75.00 FOOT RADIUS CURVE TO THE LEFT AND SAID RIGHT-OF-WAY 63.76 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 49 DEGREES 21 MINUTES 50 SECONDS EAST AND A CHORD DIMENSION OF 61.86 FEET; THENCE SOUTH 73 DEGREES 43 MINUTES 09 SECONDS EAST ALONG SAID RIGHT-OF-WAY 214.23 FEET; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT AND SAID RIGHT-OF-WAY 39.27 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 61 DEGREES 16 MINUTES 59 SECONDS EAST AND A CHORD DIMENSION OF 35.36 FEET; THENCE SOUTH 73 DEGREES 43 MINUTES 09 SECONDS EAST DEPARTING SAID RIGHT-OF-WAY 50.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF A 50.00 FOOT PLATTED ROAD AS NOW LOCATED; THENCE SOUTH 16 DEGREES 16 MINUTES 54 SECONDS WEST 85.00 FEET ALONG SAID RIGHT-OF-WAY; THENCE SOUTH 73 DEGREES 43 MINUTES 09 SECONDS EAST DEPARTING SAID RIGHT-OF-WAY 200.00 FEET TO A POINT ON THE GOVERNMENT FEE TAKE LINE; THENCE SOUTH 16 DEGREES 16 MINUTES 53 SECONDS WEST ALONG SAID LINE 263.53 FEET TO CORP OF ENGINEERS MONUMENT 1922-1-8; THENCE SOUTH 65 DEGREES 24 MINUTES 09 SECONDS WEST ALONG SAID LINE 736.62 FEET TO CORP OF ENGINEERS MONUMENT 1922-1-9; THENCE NORTH 87 DEGREES 47 MINUTES 37 SECONDS WEST ALONG SAID LINE 492.47 FEET TO CORP OF ENGINEERS MONUMENT 1922-1-10; THENCE NORTH 42 DEGREES 14 MINUTES 41 SECONDS WEST ALONG SAID LINE 466.17 FEET TO CORP OF ENGINEERS MONUMENT 1922-1-11; THENCE NORTH 16 DEGREES 11 MINUTES 30 SECONDS EAST ALONG SAID LINE 683.95 FEET TO CORP OF ENGINEERS MONUMENT 1922-1-12; THENCE NORTH 02 DEGREES 20 MINUTES 21 SECONDS EAST 663.80 FEET TO CORP OF ENGINEERS MONUMENT 1922-1-13; THENCE SOUTH 87 DEGREES 37 MINUTES 11 SECONDS EAST DEPARTING SAID LINE 655.85 FEET; TO THE POINT OF BEGINNING CONTAINING 60.7 ACRES MORE OR LESS. SUBJECT TO ANY AND ALL ENCUMBRANCES AND RIGHTS RECORDED OR UNRECORDED.

Exhibit A

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