

---

(Space reserved for Recorder of Deeds)

**INDENTURE OF RESTRICTIONS FOR  
THE VILLAGE GREEN**

**THIS INDENTURE**, made and entered into this 16th day of December, 2004, by and between

**DENNIS T. MELL and TED N. CASSIMATIS, Managing Members of  
MC DEVELOPMENT COMPANY, LLC,  
GRANTOR, and**

**DENNIS T. MELL and TED N. CASSIMATIS, Managing Members of  
MC DEVELOPMENT COMPANY, LLC,  
Mailing address:**

**GRANTEES**, all of St. Francois County, Missouri.

**WITNESSETH THAT:**

**WHEREAS**, Grantor is the owner of a tract of real estate located in St. Francois County, Missouri, which shall be known as The Village Green as shown on a plat of the subdivision and recorded in the Land Records of St. Francois County, Missouri (hereinafter called the Plat) and the **LEGAL DESCRIPTION of said real estate is more particularly described in Exhibit "A"** attached hereto and incorporated herein by reference, referred to herein as the "Property"; and

**WHEREAS**, Grantor desires to develop the tract of real estate as a subdivision, hereinafter referred to as the Subdivision, for single-family residential structures; and

**WHEREAS**, there have been designated, established, and recited on the Plat certain roadways, Common Area and easements which are for the exclusive use and benefit of the owners of lots in The Village Green, and for the use and benefit of public bodies and agencies for the purpose of constructing, maintaining and operating sewers, pipes, poles, wires, storm

water drainage, facilities and public utilities for the use and benefit of the owners of lots in The Village Green (hereinafter called Owners); and

**WHEREAS**, it is the purpose and intention of this Indenture to create a means of cooperation between Owners in said Subdivision in the interest of fostering and enhancing a wholesome spirit of neighborly understanding and cooperation, to ensure the attractiveness of the Subdivision, and to preserve, protect, and enhance the values of said Subdivision by the adoption of a sound plan and set of restrictions to govern said the Subdivision; and

**WHEREAS**, all reservations, limitations, conditions, easements and covenants herein contained, and all of which are sometimes hereafter termed “covenants and restrictions,” are jointly and severally for the benefit of Grantor and all persons who may purchase, hold or reside in the Subdivision indentured by this instrument; and

**WHEREAS**, Grantor may add future phases or subdivisions to be governed by this Indenture; and

**NOW, THEREFORE**, in consideration for the premises and of the mutual promises, covenants and agreements contained herein, the Parties hereto, for themselves, their successors and assigns, and for and on behalf of all future Owners and their heirs, successors, or assigns, covenant and agree to the imposition of the following covenants and restrictions upon the Property and to the following terms and conditions:

**ARTICLE I**  
**DEFINITION OF TERMS**

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

1. “Architectural Control Committee” shall have the meaning set forth in Article VI hereof.
2. “Board Members” shall mean and refer to those persons whether appointed or elected to the Board of Directors of the Owners Association in accordance with the provisions of this Indenture or the Board of Managing Members of the LLC formed to create a legal framework for the Owners Association.
3. "Board" shall mean the Board of Directors of the Owners Association or the Board of Managing Members of the LLC formed.
4. "Chairperson" shall mean the Board Member elected by the Board Members of the Board of Directors of the Owners Association or of the Board of Managing Members of the LLC formed, who shall serve as the Chairperson of the Board for a one year term, elected at the annual meeting of the Owner's Association at which election for Board Member is held.

5. "Common Area" shall mean and refer to all real estate designated as "common area" on a plat of a Subdivision subject to this Indenture, dedicated to the use of the Owners for the common use and enjoyment of all Owners, including, without limitation, the areas designed as "Common Area" "Common Ground", or "Common Land" or "Common Property" on any Subdivision Plat and the open spaces, paths, cart paths, walkways, and other such facilities. Nothing hereinabove contained shall be deemed a representation that any of the enumerated facilities are or will be included in The Village Green or that any common or amenities facilities will be constructed upon the Common Area.
6. "Grantor" shall mean and refer to the Missouri limited liability company, MC Development Company, LLC, and any successor in interest to its rights hereunder, including without limitation, any purchaser of all unsold, remaining Lots acquired for resale to third party purchasers and/or for development purposes of constructing homes thereon for sales to third party purchasers and any purchaser at foreclosure sale (or conveyance in lieu of foreclosure) of MC Development Company, LLC or its successors' rights hereunder. Such rights shall be deemed to have been conveyed, whether or not specifically mentioned, by a conveyance of all of MC Development Company, LLC or its successor's interest in the Property other than conveyance of Lots to Owners in the ordinary course of business.
7. "Indenture" shall mean and refer to this Indenture of Restrictions for The Village Green, as from time to time amended.
8. LLC shall mean the not for profit limited liability company formed to govern the Owners Association as provided in this Indenture
9. "Lot" or "Lots" or "Estate" or "Estates" or "Homesite" or "Homesites" shall mean and refer to any of the individually numbered lots, with the exception of Common Areas, shown on the recorded Subdivision Plat or Plats of The Village Green, as made subject to this Indenture.
10. "Notice" shall mean written notice which shall be deemed given to an Owner either (1) when personally delivered; (2) one day after mailing by United States mail, first class postage prepaid to the last known address of the person who appears on the public records as the record Owner of the Lot at the time of such mailing; or (3) when posted upon the Lot in question.
11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those who have such interests as security for the performance of an obligation and excluding Grantor.
12. "Party" or "Parties" shall mean any individual person, firm, corporation, association, partnership, governmental or public body or agency or other entity.

13. "Property" shall mean and refer to the tract of real property described on Exhibit "A" and all additional tracts of real estate or subdivisions added in the future by declaration.
14. "Subdivision" shall mean and refer to a subdivision known as The Village Green, as described in the Subdivision Plat and all additional subdivisions added thereto.
15. "Subdivision Plat", or "Plat" shall mean and refer to the Plat designed The Village Green which is filed herewith in the Office of the Recorder of Deeds for St. Francois County, Missouri, that reflects, among other matters, the Lots, the Common Areas, the easements, and other matters.

**ARTICLE II**  
**DURATION OF INDENTURE**

This indenture, the easements and the restrictions set forth herein which shall constitute covenants running with the land comprising the Subdivision and shall continue for the duration of the Subdivision, which shall be developed in accordance with all applicable laws and ordinances. Notwithstanding the foregoing, all road and utility easements and all easements for the use of the Common Areas shall be perpetual in duration.

Upon vacation of the Subdivision, title to the Common Areas shall thereupon be vested in the then record Owners of the Lots in the Subdivision, as tenants in common. The rights of the tenants in common shall only be exercisable appurtenant to and in conjunction with their ownership of Lots in said Subdivision. Any conveyance or change in ownership of any Lot shall convey with it the ownership in the Common Areas, and no interest in the Common Areas shall be conveyed by the Owner except in conjunction with the sale of a Lot. The sale of any Lot shall carry with it all the incidents of ownership of the Common Areas although such is not expressly mentioned in the deed; provided, however, that no right or power conferred upon the Board of the Owners Association shall be abrogated.

**ARTICLE III**  
**RESERVATIONS AND GRANTS**

1. Grantor reserves the right to receive and retain any money consideration, if any, which may be refunded or allowed on account of any sums previously expended or subsequently provided for installation of utilities, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, Subdivision fees, consultation fees, or fees, charges, and expenses incurred with respect to the Property.
2. Dennis T. Mell and Ted N. Cassimatis, their spouses, their immediate families, and their direct descendants are hereby granted the usage of the common areas and cart paths permanently without being an Owner of a Lot for the duration of the Subdivision.
3. Grantor reserves unto itself and its successors and assigns the right to add additional subdivision lots to the Property so long as said new Subdivision is within the vicinity of

the Subdivision and reserves the right to create additional restrictive covenants or change the restrictive covenants for said new Subdivision.

**ARTICLE IV**  
**DESIGNATION AND SELECTION OF BOARD OF OWNERS' ASSOCIATION**  
**AND MEETINGS OF LOT OWNERS**

1. Original Board Members. There shall initially be two (2) members of the Board of the Owners Association. The initial Board Members are Dennis Mell and Ted Cassimatis. During the period of service of the said named Board Members, one or more shall be subject to removal by Grantor with or without cause, and Grantor shall have the exclusive right to designate the successor to such removed Board Member for his unexpired period of service as provided for hereunder. Should any of the named board members, or their appointed successors, die, resign, or cease to hold office as above set out, or decline to act or become incompetent or unable for any reason to discharge the duties, or avail of or exercise the rights and powers hereby granted or bestowed upon them as members of the Board of the Owners Association under this Indenture, then and thereupon, Grantor shall have the exclusive right to designate the successor thereto for his unexpired period of service as provided for hereunder.
  
2. Formation of Limited Liability Company. After Grantor has sold and conveyed fifty percent (50%) of all of the lots within the Property, the Grantors shall form a not for profit limited liability company for the following purposes: (a) the use, improvement, maintenance, operation and repair of the Common areas located in the Property including any improvements and amenities located on the Common areas; (b) the establishment of rules and regulations for the use of the Common areas including any improvements and amenities located thereon; (c) the distribution among the Owners in the Property of the costs of the use, improvement, maintenance and repair of the Common areas including any improvements and amenities located thereon; and (d) the promotion of the health, safety, pleasure, recreation and welfare of the residents within the Property; and (e) to enforce these restrictive covenants and to modify, amend, or create additional restrictive covenants for the benefit of the Owners in accordance with this Indenture; (f) and generally to exercise all of the powers and privileges, and perform all of the duties and obligations, of the Association as set forth herein, and generally enforce the terms and conditions of this Indenture and any and all amendments hereto, made in the future.
  
3. Election of Additional Board Members.
  - a. After Grantor has sold and conveyed fifty percent (50%) of all of the lots within the Property, at the next following annual meeting of the Owners to be held thereafter, an additional Board member shall be added, bringing the total number of Board members up to three (3). The additional Board member shall be elected by the Owners under the procedures described herein for a term of five (5) years, such Board member being the nominee receiving the highest number of votes cast in accordance with election procedures provided for hereunder. The additional Board member shall be added to the

LLC Board of Managing Members if it exists, or incorporated into the Board of the LLC when the LLC is formed.

- b. After Grantor has sold and conveyed ninety-five percent (95%) of all of the Lots within the Property, at the next following annual meeting of the Owners to be held thereafter, one additional Board member shall be added, bringing the total number of Board members up to four (4). The additional member shall be elected by the Owners under the procedures described herein for a term of five (5) years, such Board member being the nominee receiving the highest number of votes cast in accordance with election procedures provided for hereunder. The additional Board member shall be added to the LLC Board of Managing Members if it exists, or incorporated into the Board of the LLC when the LLC is formed.
  - c. After Grantor has sold and conveyed all of the Lots within the Property, at the next following annual meeting of the Owners to be held thereafter, one additional Board member shall be added, bringing the total number of Board members up to five (5). The additional member shall be elected by the Owners under the procedures described herein for a term of five (5) years, such Board member being the nominee receiving the highest number of votes cast in accordance with election procedures provided for hereunder. The additional Board member shall be added to the LLC Board of Managing Members if it exists, or incorporated into the Board of the LLC when the LLC is formed.
  - d. After the Board has increased to a total of five (5) members as described herein, at the next following annual meeting of the Owners to be held thereafter, the two initial Board members shall resign and their successors shall be elected by the Owners under the procedures described herein, such Board members being the nominees receiving the highest and next-highest number of votes cast in accordance with election procedures provided for hereunder. The Board member so elected who received the highest number of votes shall serve for a term of five (5) years. The Board member so elected who received the second highest number of votes shall serve for a term of four (4) years. At this time, the remaining terms for the other three remaining board members previously elected shall be adjusted and staggered so that they shall have remaining terms of three, two, and one years, respectively, to the end that thereafter one (1) member of said Board shall be elected at each annual meeting of the Owners.
4. Manners of Conducting Elections; Meetings of Owners. There shall be an annual meeting of the Owners to be held on the first Saturday of October of each year during the term of this instrument. The Board shall give ten (10) days written notice to all Owners of the time and place of the annual meeting. There may be a special meeting of Owners called by ten (10) or more Owners or by any one (1) member of the Board, sending a written request to the Board members of the purpose and need to call such special meeting, which shall be held at a convenient place in St. Francois County, Missouri. Unless a longer period is otherwise required hereunder, the Board shall, within two (2) days of such Notice, give ten (10) days written Notice to each Owner of the time and place of such special meeting. The successor to the elected member of the Board whose term has expired shall be elected by the Owners at the annual meeting each year, each

Owner being entitled to one (1) vote for each full Lot owned, which vote may be cast in person or by proxy. Any owner who has failed to pay any assessments due and payable shall not be entitled to vote at any annual or special meeting. The person receiving the highest number of votes cast shall be deemed elected. In the event of a tie vote, the Chairperson of the Board shall call for a re-vote between the tied candidates. In the event of a second tie, the Chairperson of the Board shall break the tie by coin toss. The Board member so elected shall, upon his or her acceptance in writing, at one and by force of this Indenture imposed, succeed to and be vested with the remaining members of the Board, of all of the rights, privileges and powers by this Indenture granted to the Board. In the event that any Board member elected hereunder shall die or become unable for any reason to discharge the duties or exercise the rights and powers herein granted to the Board under this Indenture, then it shall be the duty of the Board to select a successor to fill the unexpired term.

Following the annual meeting of the Owners as provided for herein, the Board shall elect one (1) of its members to serve as Chairperson, one (1) member to serve as Secretary/Treasurer, until the time of the next following annual meeting, or until a successor is elected, whichever event occurs first. The office of Secretary/Treasurer may be split into two offices if the Board so decides.

5. Replacement of Board Member. Where the provisions of this Indenture cannot be fulfilled by reason of unfilled vacancies among the Board, the Owners Association, may, upon the petition of any concerned Owner, appoint one (1) or more Board members to fill vacancies until such time as Board members are elected in accordance with this Indenture. Any person so appointed who is not an Owner of a Lot in the Subdivision shall be allowed a reasonable fee for his services by order of appointment, which fee shall be levied as a special assessment against the Lots in the Subdivision and which shall not be subject to any limitations on special assessments contained in this Indenture or elsewhere.
6. Qualification of Board Members. Any Board member elected under the provisions of this section shall be an Owner or officer or agent of a corporate Owner, or, in the event no Owner agrees to serve as a Board member, then a non-owner person may be appointed or elected to serve as a Board member until such time as an Owner may be elected at the next annual meeting or agree to be appointed by the Board in the event the non-owner Board member resigns, is unable to serve, or is removed from office.
7. Business. Any business relevant or pertinent to the affairs of the Subdivision may and shall be transacted at any annual or special meeting described above. All actions of the Owners at annual or special meetings shall be by a majority of votes cast, either in person or by proxy at such meetings, provided that at least twenty-five percent (25%) of all Owners of Lots in the Subdivision (hereinafter referred to as a "Quorum") are present at such meeting. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such

subsequent meeting shall be held more than sixty (60) days following the preceding meeting. All actions of the Board shall be by majority vote.

**ARTICLE V**  
**BOARD DUTIES AND POWERS**

The Board shall have the rights, powers, and authorities described throughout this Indenture and the following rights, powers, and authorities:

1. Acquisition of Common Areas. To authorize the acquisition and acceptance for the Owners Association to hold the Common Areas in accordance with and pursuant to the provisions of this Indenture, and to with any such Common Areas as hereinafter set forth.
2. Control of Common Areas and Certain Easement Areas. To exercise such control over the Common Areas, easements, streets and roads, cart paths, entrances, lights, gates, entrance markers, and shrubbery, as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets, and roads by the Board, by the necessary public utilities and others, including the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, pipes, poles, conduit, wires and other facilities and public utilities for services to the Lots, and the right to establish traffic rules and regulations and such other rules and regulations as may be desired, for the usage of roads, streets and parking (along said roads and streets and on the Common Areas) in the Subdivision.
3. Maintenance of Common Areas. To exercise control over the Common Areas and easements for the exclusive use and benefit of residents of the Subdivision, and to pay real estate taxes and assessments on said Common Areas out of the general assessment hereinafter authorized; to plant, care for, maintain, spray, trim, protect, and improve the Common Areas with trees, shrubbery, vegetation, decorations, and other similar improvements for the benefit and use of the Owners and in the reasonable discretion of the Board. The Board is specifically granted the right to construct and maintain appropriate signs, entrance monuments, or markers identifying the Subdivision within the Common Areas at the entrances to the Subdivision and on road, street, and cart path easements within the Subdivision. Notwithstanding any provision to the contrary, Grantor reserves the right to establish parking areas on the Common Areas located at the entrances to the Subdivision for purpose of waiting/loading of children residing within the Subdivision on school buses. Following the sale of the Lots to the Owners, the Board may exercise such rights if Grantor has not previously established such parking areas.
4. Dedication. To dedicate to public use any private streets constructed or to be constructed in the Subdivision whenever such dedication would be accepted by a public agency, in the event that the recorded plat does not provide for public use and maintenance; provided such dedication is approved by the written consent of a majority of the Owners.

5. Easements. To grant easements, as may be reasonably necessary, if any, for public streets, sewers and utilities on and over the Common Areas. To change the location of any easements for public utilities or public services or cart path, provided any such easement has not been utilized for such purpose, or if the easement is in use, to have the power to move the utilities or cart path from said location to another location along the side or rear of any lot. Changes as to location of unused easements shall be made by amendment to this Indenture.
6. Enforcement. To prevent any infringement and to compel the performance of any restriction set out in this Indenture or established by law, and also any rules and regulations issued by said Board governing the use of the Common Areas, or roads, or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any Owner to proceed in his own behalf, but the power and authority herein granted to the Board is intended to be discretionary and not mandatory.
7. Vacant and Neglected Lots. To clear rubbish and debris and remove grass and weeds from and trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected Lot in the Subdivision, and charge the Owners thereof with the reasonable expenses so incurred, which, together with interest thereon, shall be a lien against such neglected or vacant Lot enforceable by the Board in the same manner as a lien for unpaid assessments, all as described in Article VII hereof. The Board, their agents, or employees shall not be deemed guilty or liable for any manner of trespass or any other act or any injury for any such abatement, removal, or planting.
8. Plans and Specifications. As more specifically provided in Article VI hereof, to consider, approve, or reject any and all plans and specifications for any and all buildings or structures, swimming pools, fences, tennis courts, or similar structures proposed for construction and erection on any Lot, proposed addition to such buildings or structures, or alterations in the external appearance of buildings already constructed; provided however, Grantor is in no manner restricted or prohibited from construction of any improvements whatsoever to its Lots by virtue of this provision.
9. Deposits. The Board shall deposit the funds coming into the Owners Association in a state or national bank, protected by the Federal Deposit Insurance Corporation or other comparable federal insurance program, or in a state or federal savings and loan association, protected by the Federal Savings and Loan Insurance Corporation or other comparable federal insurance program, the secretary/treasurer being bonded for the proper performance of his duties in an amount fixed by the Board.
10. Insurance. To purchase and maintain in force such insurance as they may deem appropriate, including, but not limited to, property insurance and liability insurance protecting the Board and the Owners from any and all claims for personal injuries and property damage arising from use of the Common Areas and roads.
11. Employment. In exercising the rights, powers, and privileges granted to them and in discharging the duties imposed upon them by the provisions of this Indenture, from time

to time, to enter into contracts, employ agents, servants and labor as they may deem necessary or advisable, employ counsel to advise them or to institute and prosecute such suits as they deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Board.

12. Condemnation. In the event it shall become necessary for any public agency to acquire all or any part of the Common Areas for a public purpose, the Board is hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary to that purpose. Should acquisition by eminent domain become necessary, only the Board needs be made parties, and all proceeds received shall be held by the Board for the benefit of those entitled to the use of said Common Areas.
13. Trash Collection. At the discretion of the Board, to provide for the collection of trash, rubbish and garbage and otherwise to provide such other services as shall be in the interest of the health, safety, and welfare of the Owners and residents, and to enter into and assume contracts for such purposes covering such periods of time as they may consider advisable.
14. Streets and Street Lights. The Board shall be responsible for the maintenance and operation of all private streets, roads, cart paths, and street lights in the Subdivision immediately following the construction and installation of said streets, roads and street lights by Grantor, thereby relieving the Grantor of any duty to maintain such street lights, streets and roads after completion by Grantor. However, prior to such time as the streets and roads are completed, the Grantor shall be obligated to construct and agrees to maintain all streets and roads within the Subdivision.

## **ARTICLE VI** **ARCHITECTURAL AND ENVIRONMENTAL CONTROL**

From and after the conveyance of an improved Lot by Grantor, no building, fence, wall, or other structure, swimming pool, tennis court, or similar structure shall be commenced, erected or maintained thereon, nor shall any exterior addition to, removal of all of any part thereof, or exterior change or alteration in any improvement thereon be made until the plans and specifications showing the nature, kind, shape, height, materials, colors, and location of the same shall have been submitted to and approved in writing as to harmony of external design, types of materials, colors and location in relation to surrounding structures and topography by the Board, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. Reference herein to "Architectural Control Committee" shall refer either to the aforesaid Committee, if appointed and constituted, or to the Board, whichever happens to be acting at the time. In the event the Architectural Control Committee fails to approve or disapprove any design, materials, colors and location within forty-five (45) days after all required plans and specifications have been submitted to it (and fees, if required, have been paid), approval will not be required and this provision will be deemed to have been fully complied with. The Architectural Control Committee is authorized where it deems appropriate

to charge a review fee for any submission to defray the costs of review it conducts or authorizes, provided that such fee shall in no event exceed One Hundred and no/100 Dollars (\$100.00).

It is the intent of this Indenture that all buildings and structures within the Subdivision shall be constructed of attractive exterior materials of high quality. In its review of submissions the Architectural Control Committee shall evaluate the construction standards and building materials for all proposed construction on the Lots to insure that they are in conformance with such objectives. Exterior finishes and colors, once approved, shall not be altered without the express written consent of the Architectural Control Committee.

The first Architectural Control Committee shall be Dennis Mell and Ted Cassimatis.

## ARTICLE VII ASSESSMENTS

1. General. Each Owner hereby covenants by acceptance of a deed for a Lot or Lots, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay (a) annual assessments or charges; and (b) special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Grantor shall pay assessments on Lots remaining in the Grantor's name after Grantor has sold 100% of Lots within each Subdivision subject to this Indenture. Each Subdivision brought under this Indenture shall be considered a separate subdivision for purposes of determining assessments owed by Grantor. However, in no event shall annual or special assessments be levied, collected, or enforced until such time as Grantor, in its discretion, authorizes the Board to commence the levying of assessments on each Subdivision brought under this Indenture. Grantor shall maintain at its expense all items required to be maintained by the Board hereunder until such authorization is given.

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

2. Purpose. The assessments levied under this Article shall be used exclusively for the purpose of promoting the health, safety, and welfare of the Owners of the Lots and performing and carrying out of all functions, duties, rights and powers of the Board herein authorized.
3. Annual Assessments. The maximum annual assessment shall, until increased as herein authorized, be Four Hundred Dollars (\$400.00) per Lot; provided, however, that the Board may increase such assessment for any assessment year by a percentage which is equal to the percentage increase in the Consumer Price Index – United States All Items Figure, as published by the United States Department of Labor Statistics in the last available Index

published prior to the assessment year over the corresponding last available Index published prior to commencement of the first assessment year hereunder. If such Index should be discontinued, the Board shall utilize an available successor Index, determined by the Board in its sole judgment, to be most similar to the discontinued Index.

The Board may, after consideration of current maintenance costs and future costs and needs, fix the actual assessment for any year at a lesser amount. The Board may change the basis and maximum amount of assessments provided for herein upon the approval of a majority of the Board and the majority of the votes of a quorum of Owners who are voting in person or by proxy at an annual meeting or a special meeting duly called for such purpose; written notice of which shall have been sent to all Owners at least thirty (30) days in advance and, in the event of a special meeting, such written notice shall set forth the purpose of the meeting.

Each annual assessment shall be levied and Notice thereof sent to each Owner not more than forty-five (45) days prior to and not later than forty-five (45) days after January 1<sup>st</sup> of the year for which it is levied. Each annual assessment shall be due on the earlier of the date which is thirty (30) days after the date of Notice or March 15 of the year for which the assessment is levied, and such assessment shall become delinquent if not paid by such due date.

4. Special Assessments. If at any time the Board consider it necessary to make any expenditure requiring a special assessment in addition to the annual assessment, they shall submit a written outline of the contemplated project and the anticipated amount of the required expenditure to the then Owners. If such special assessment is approved, either as provided for herein upon the approval of a majority of the Board and the majority of the votes of a quorum of Owners who are voting in person or by proxy at an annual meeting or a special meeting duly called for such purpose; written notice of which shall have been sent to all Owners at least thirty (30) days in advance and, in the event of a special meeting, such written notice shall set forth the purpose of the meeting, or by the written consent of a majority of the Owners entitled to vote thereon, the Board shall then notify all Owners in writing of the additional assessment; PROVIDED, HOWEVER, that in determining such required majority, each Owner shall be entitled to one (1) full vote, except, that only those who have paid all assessments theretofore made shall be entitled to vote. The limit of the annual assessments for general purposes as set forth in Section 3 hereof shall not apply to any assessment made under the provisions of this Section 4. Notice of any special assessment hereunder shall be given in the same manner as notices of annual assessments are given, with such assessment becoming delinquent thirty (30) days after the date of such notice.
5. Pro-rations. Should a Lot become subject to assessments after January 1 in any year, and should an annual or special assessment have been levied for that year, then such assessment shall be adjusted so that such Lot shall be charged with a portion of the assessment prorated for the balance of that year.
6. Interest and Liens. All assessments shall bear interest at the rate of one and one-half percent (1 ½ %) per month eighteen percent(18%) per annum from the date of delinquency or at the highest lawful rate which may be charged on such assessments if less than the aforesaid interest rate. The Board may bring legal action against the Owner personally obligated to pay

same, and, in addition, may execute and acknowledge an instrument reciting the levy of the assessment with respect to such Lot and cause same to be recorded in the Office of the Recorder of Deeds of St. Francois County, Missouri, and thereafter institute any appropriate legal action to enforce such levy. Upon payment, the Board shall execute and record (at the expense of the Owner of the affected Lot) a release of such levy. All costs, including reasonable attorney's fees, incurred by the Board in enforcing the payment of any delinquent assessment shall be paid by the Owner in default and the amount of such costs, including reasonable attorney's fees, shall be recited as part of the levy against the Lot involved until paid.

The levy of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust now or hereafter placed upon any Lot subject hereto, as to assessments which become due and payable prior to a sale or transfer of such Lot pursuant to foreclosure or transfer in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the levy of any subsequent assessment.

No instrument reciting the levy of the assessments due and owing and recorded in the Land Records of St. Francois County, Missouri, shall be considered a violation of the Non-Consensual Lien Law, R.S.Mo. 428.105-135. All delinquent assessments shall be enforced as a personal obligation of the Owner only by litigation in a court of competent jurisdiction and subsequent filing of the judgment rendered in any county in which the Owner owns real property.

7. Exemptions. The following properties subject to this Indenture shall be exempt from the assessments, charges and liens created herein:
  - (1) All Common Areas as defined in Article II hereof.
  - (2) All properties, if any, exempted from taxation under the laws of the State of Missouri.
  - (3) All Lots owned by Grantor before title to any such Lot has been transferred to the first purchaser thereof at retail (as distinguished from sales in bulk or at wholesale to others for development or resale).
8. Ordinance Compliance. Notwithstanding any other provisions or conditions herein, the Board shall make suitable provisions for compliance with all applicable statutes and ordinances relating to their activity and operation as Board hereunder.

**ARTICLE VIII**  
**EASEMENTS**

1. Utility Easements.
  - a. Every utility easement on each Lot shall constitute an easement for utility purposes to serve any other Lot.
  - b. In the event that any utilities and connections therefor serving a Lot are located in part on a Lot other than the Lot being served by such utilities and connections, the utility company, the Owner of the Lot being served, and the contractors and employees of such company or Owner shall have the right and easement to enter upon the Lot on which the utility line or connection is located for the repair, maintenance, and/or replacement of such line or connection, but such Lot shall be restored to its prior condition following the repair, maintenance, and/or replacement of such line or connection.
2. Common Area Easements. Grantor hereby grants and establishes golf cart path easements for the exclusive benefit of the Owners and residents of the Subdivision, and across the Common Areas designated as such upon the Subdivision Plat. The golf cart path easements and the use of the Common areas shall be in compliance with the rules and regulations established therefor and promulgated by the Board.
3. Board Powers. To change the location of any easements for public utilities or public services or cart path, provided any such easement has not been utilized for such purpose, or if the easement is in use, to have the power to move the existing utility lines and equipment or cart path from said location to another location along the side or rear of any lot.

**ARTICLE IX**  
**GENERAL PROVISIONS**

These general provisions shall apply to the foregoing Indenture for the Property:

1. Enforcement. The Board, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, any of the covenants, restrictions, and provisions hereof, either to restrain or enjoin a violation or threatened violation or to recover damages therefor, together with reasonable attorney's fees and court costs. Failure or forbearance by the Board or 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.
2. Actions by Board. The Board is authorized to act through a representative, provided, however, the any acts of the Board shall be agreed upon by at least a majority of said Board. No Board member shall be held personally responsible for his wrongful acts, and no Board member shall be held responsible for the wrongful acts of others, except as otherwise provided herein. No Board member shall be held personally liable for injury or damage to persons or property by reason of any act or failure to act of the Board, collectively or individually, except for dishonesty or acts criminal in nature. The Board, from time to time

serving hereunder, shall not be entitled to any compensation or fee for services performed pursuant to this Indenture, except a non-owner Board member who may serve on the Board as provided herein.

3. Amendments. The provisions hereof may be amended, modified, or changed from time to time by Grantor until such time as Grantor has conveyed to individual Owners 75% of the lots in the Subdivision. The amendment shall be recorded in the Office of the Recorder of Deeds for St. Francois County, Missouri. After Grantor has conveyed 75% of the lots in the Subdivision, then Grantor shall have the right to amend the provisions of this Indenture provided that any such amendment, modification, or change is approved by the written consent of two-thirds (2/3) of a quorum at an annual or special meeting of the Owners. No such amendment, modification, or change which shall reduce or modify the obligations or right granted to or imposed upon the Board or eliminate the requirement that there be a Board, shall be made unless some person or entity is substituted for the Board with their responsibilities and duties.
4. Severability. All covenants and agreements herein are expressly declared to be independent and not interdependent. No laches, waiver, estoppel, condemnation or failure of title as to any part of the Property or any Lot in the Subdivision shall be of any effect to modify, invalidate, or annul any grant, covenant, or agreement herein with respect to the remainder of the Property, saving always the right of amendment, modification, or repeal as hereinabove expressly provided.
5. Invalidation. Invalidation of any one of the covenants or restrictions of the Indenture shall in no way affect any other provision hereof, each of which shall remain in full force and effect.
6. Assignment of Grantor's Rights. The rights, powers, and obligations granted to Grantor may be assigned or transferred by Grantor, in whole or in part, to any other person or entity to whom the Grantor sells, transfers, or assigns all of the remaining, unsold Lots in Subdivision, as Grantor's successor.
7. Reservation by Grantor. Grantor reserves the right to remove any property owned by it from the terms and conditions of this Indenture and to make additional property in the vicinity subject to the terms and conditions of the Indenture by written notice to the Board and by appropriate amendment to the Subdivision Plat or by appropriate legend on the plat of record subdividing such additional land, as the case may be.

## **ARTICLE X** **RESTRICTIONS**

1. Golf Course Precautions. Lots with property lines touching Hillsboro Road are located adjacent to a golf course directly across Hillsboro Road. Precautions must be taken by each Owner to keep Owners of affected Lots and their guests safe from errant golf balls.

The Owners Association shall not be responsible for any damage caused to property or persons due to the location of Lots near the golf course along Hillsboro Road.

2. Building and Lot Use and Size. Not more than one (1) residence shall be erected on any Lot, and no Lot shall be subdivided and/or resold into smaller lots, nor shall it be used for a purpose other than single family residential use. No residential building shall be less than two thousand (2,000) square feet for a single story building, or no less than one thousand five hundred (1,500) square feet in area on the ground floor and no less than two thousand five hundred square feet (2,500) overall for a multi-story building of heated and air-conditioned living space, excluding porches, garages, and walk-out basements. No building shall exceed more than three (3) stories in height above the highest basement level. Final plans shall be approved in writing by the Architectural Control Committee as to the design, size, and placement of all buildings and structures prior to commencement of construction whether as part of the original construction or subsequent construction or remodeling.
3. Outbuildings. All outbuildings and other structures, including swimming pools, pool houses, tennis courts, playground structures, detached garages, and similar structures shall be approved by the Architectural Control Committee prior to commencement of construction, whether as part of original construction or subsequent construction or remodeling. Any approved outbuilding shall be constructed with exterior materials which match the main residential building on the Lot so affected, and shall be subject to the same requirements as outlined further herein in Section 6.
4. Lot Line Setback Minimums. No building or structure shall be constructed within seventy-five (75) feet from the center of the platted main access road easement or within thirty (30) feet from any lot line, unless such requirement is waived by the Board for good cause shown. The Grantor and the Board reserves the right to increase the building setback line for any Lot at any time prior to approval of plans for any Lot.
5. Roof Pitch Minimums. All roofs must have a minimum of 8/12 pitch.
6. Construction Materials. The exterior of any structure shall be of new material except that used brick or stone may be utilized. Any exterior finish of any type or kind, including color, must be approved by the Architectural Control Committee before installation, whether as part of original construction or subsequent construction or remodeling, including repainting with color change. Asbestos shingle or other types of low-cost composition siding shall not be used. Vinyl siding shall not be used. Roofing material shall be of architectural-style shingles or other high-quality material and shall be approved by the Architectural Control Committee.
7. Foundation and Foundation Exposure. Each dwelling shall have a continuous foundation of poured concrete construction. All foundations and retaining walls shall be covered by the same materials, or coordinating materials, as the main house. No exposed concrete foundation shall be allowed to remain visible above the grade line.

8. Commercial Use. No commercial activities of any kind shall be conducted on any Lot, but nothing herein shall prohibit the maintenance of such facilities as are incident to the carrying on of promotional activities by Grantor, nor the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances. Specifically, conducting any kind of business (including child care services) is prohibited, except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to the Lot for business purposes.
9. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Property or upon any Lot, nor shall anything be done thereon that may be or may become a nuisance or annoyance to the neighborhood, other Lots, or Owners, including, but not limited to, the use of profane, obscene, loud or boisterous language, music or unseemly behavior. Each Owner shall not do or permit to be done anything that will annoy, harass, embarrass, or inconvenience any of the Owners or occupants of any other Lot. No exterior lighting shall be directed outside the boundaries of the Lot on which it is located.
10. Maintenance. Each Owner shall maintain and keep his Lot in good order and repair, and shall do nothing which would be in violation of the law including any building code. Lawns must be kept mowed and trimmed regularly and shall not be allowed to grow higher than a maximum height of seven (7) inches. Shrubbery, flowerbeds, and other plantings shall be kept weed-free and trimmed.
11. Obstructions. Other than Grantor’s activity during development and construction within the Subdivision, there shall be no obstruction or occupancy of any portion of the Common Areas, roads, cart paths, walkways, or easements, which would prevent free passage and use thereof. No clothes, laundry, or other articles or equipment shall be placed, hung, exposed, or stored in any portion of the Common Areas or in any portion of the exterior or yard area of any Lot or on or about the exterior of any building.
12. Animals and Pets.
  - a. No swine, poultry, goats, sheep, horses, cattle, or livestock of any kind may be kept on the property.
  - b. No more than four household pets per Lot shall be permitted, with a maximum of two dogs. No outdoor kennel or fencing for animal control shall be maintained on the Property. Invisible electronic fencing is permitted.
  - c. Household pets may not be bred, kept, or maintained for commercial purposes.
  - d. No hunting shall be allowed.
  - e. Notwithstanding any provision to the contrary contained herein, it is strictly prohibited to keep any pet that by reason of its noisiness or by any other fact is a nuisance or annoyance to the neighborhood, as determined by the Board in their sole and reasonable judgment.

- f. Each Owner acknowledges that pets are not allowed to roam free as to encroach upon the common areas or other lots. Any pet which leaves the confines of its Owner's Lot must be leashed and fully controlled at all times.
  - g. Each Owner shall comply with all applicable regulations relating to the number, supervision and maintenance of animals or pets in the Subdivision.
13. Trucks, Boats, Etc. No trucks exceeding one (1) ton gross weight or commercial vehicles, boats, farm equipment, lawnmowers, motorcycles, campers, house trailers, boat trailers, and trailers of any other description shall be permitted to be parked or stored on any road or Lot unless they are parked or stored in an enclosed garage. Exceptions only will be made during periods of approved construction on the Lot. The foregoing prohibition shall not apply to temporary parking (not exceeding eight (8) hours), such as for pick-up, delivery and other commercial services.
14. Parking. Parking shall only be allowed in Owners' paved driveways. Parking on streets, cart paths, roadways, or on unpaved surfaces and/or lawns of individual Lots is prohibited. The foregoing prohibition shall not apply to temporary parking on streets and roadways as aforementioned in Section 13, and shall not apply to temporary parking on streets and roadways for occasional social functions of the individual Owners, so long as the functions do not disturb the general peace of the neighborhood or become a nuisance as determined by the sole discretion of the Board. All temporary parking, when required, on the roads or streets, shall be, wherever practical, situated so as to avoid the side of the street striped and designated for "Cart Path" usage.
15. Abandoned Vehicles. No abandoned cars, motorcycles, lawnmowers, farm equipment, jeeps, trucks, or motor vehicles of any kind whatsoever that are unable to move under their own power may be stored or suffered to remain upon any of the Common Areas or on any Lot. If any such motor vehicle is so stored or remains on the aforesaid premises, the Board shall take the necessary steps to remove the same at the Owner's expense.
16. Sight Lines. No fence, wall, tree, hedge, or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic. All improvements made to Lots must be maintained to a pleasant sight appeal and kept this way.
17. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuildings shall be used on any Lot at any time as a residence or living quarters, either temporarily or permanently.
18. Signs. No signs, advertisements, billboards, or advertising structures of any kind may be erected, maintained, or displayed on any Lot, building, or in any window (outside or inside) without the prior written consent of the Board; provided, however, that nothing herein shall prohibit signs erected or displayed by Grantor or by Owners in connection with the development of the Property and the sale or rental of Lots and homes therein, but the erection or display of more than one (1) such sign on any Lot shall require the written

consent of the Board, and the Board shall have the final authority to publish regulations regarding the size, content, and aesthetic requirements of all signs.

19. Artificial Ornamentation and Landscaping. No artificial landscaping, yard ornaments, artificial plants, or similar items shall be used or displayed on any Lot, without the written consent of the Board. Holiday decorations shall be allowed, provided they conform to decoration styles commonly utilized in St. Francois County, Missouri, and provided they are displayed no earlier than six weeks prior to the holiday and no later than three weeks after the holiday. The Board shall have the final authority to publish regulations regarding the size, content, and aesthetic requirements of all decorations, and shall have the authority to prohibit certain decorations if, in the sole discretion of the Board, the decorations become in any way offensive or a nuisance to the Subdivision.
20. Garbage. Garbage, rubbish, bottles, cans, or any discarded material or other deleterious substance shall not be permitted to accumulate upon any Lot, but the same must be moved at such frequent intervals as may be necessary to keep the property clean and sanitary. Nothing whatsoever shall be dumped into ravines, ditches, ponds, or other lands at any time. No incinerators or other device for burning refuse outdoors shall be constructed, installed, or used by any persons except as approved by the Board. Each Owner shall provide suitable receptacles for the collection of refuse. Such receptacles shall be screened from public view and protected from disturbance, and must be approved by the Board. The exterior of all residence must be kept in a neat and orderly condition at all times. No rubbish, trash, or garbage receptacle shall be placed on the exterior of a Lot except on the day of regularly scheduled collection, unless such receptacle is completely recessed into the ground and equipped with a permanent cover, or unless an above-ground receptacle is approved by the Architectural Control Committee.
21. Aboveground Wires. No power or telephone distribution or service connection line may be erected or maintained above the surface of the ground on any Lot without the consent in writing of the Architectural Control Committee.
22. Change of Terrain. No grading, paving, change of terrain, wall, ditch, planting conduit or other structure or device which would or might have the effect of changing or altering the flow of storm water onto or off a Lot or which may damage or interfere with the installation and/or maintenance of utilities and drainage facilities, shall be constructed, erected, performed, dug, planted, or installed unless the Board have given prior written permission therefore, except for such grading, paving, and change of terrain as Grantor may undertake in connection with the initial construction of the Subdivision and improvements thereon.
23. Cul-De-Sac, Etc. No aboveground structure, other than required streetlights, may be erected upon a cul-de-sac, divided street entry island, or median strip, without the written approval of the Board.
24. Fences and Pool. No fences or screening of any kind shall be erected, with the exception of fencing a pool deck and only the pool deck. The pool must be in-ground and

approved by the Architectural Control Committee. All pool filters and related equipment must be kept out of public view, preferably inside of an approved pool house outbuilding. Nothing herein contained shall prevent placement of fences by the Board on the Common Areas.

25. Television Antenna, Etc. No exterior television or radio antenna, towers, awning, canopy or similar structures shall be affixed to or placed upon any Lot or upon any exterior wall or roof of any building on any Lot in the Subdivision without the prior written consent of the Board. Satellite dishes shall be permitted provided that they are smaller than twenty-four (24) inches in diameter and that they be roof-mounted on either the side or the back of the residence.
26. Garages. All garages must be attached to the house and shall be rear or side entry design so that the garage doors generally will not front upon or be seen from the street or roadway in any respect, unless such requirement is waived by the Board due to reasons of topography of such Lot, and all garages must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house.
27. Construction Period. All construction projects for any improvement shall be completed within twelve (12) months after approval of plans and specifications by the Architectural Control Committee, or such approval will expire and again be required prior to continued construction.
28. Drilling and Mining. No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted upon or in any part of the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on the Property. No derrick, tank, or other structure designed for use in storing or boring for oil or natural gas or other materials shall be erected, maintained, or permitted upon the Property.
29. Heavy Hauling. Except during construction projects, no persons, firms, or corporations (other than Grantor, its agents, employees, or designees) shall engage in heavy hauling over, upon, or along said roads, easements, walkways, parking areas, and Common Areas.
30. Aerator Systems. All aerator systems shall comply with applicable county, state, and federal laws. All domestic wells to be used as drinking water sources must have full length grout.
31. Mobile Home and Trailers. Modular homes, doublewide mobile homes, trailers, earth berm homes, and basement homes are all prohibited.
32. Driveways. Every driveway on any Lot shall only have access to and from the private roadway established on the Subdivision Plats, and no driveways shall be constructed, designed, or permitted to have access to or from publicly dedicated roadways (such as Hillsboro Road) or other adjoining property. All driveways must be paved (asphalt, concrete, or other material as approved by the Architectural Control Committee) within twelve (12) months of start of construction.

33. Occupancy. No home, residence, or other improvements constructed upon any Lot may be occupied without first obtaining a written occupancy permit and approval of the Board.
34. Mailboxes. All mailboxes shall be of a custom, permanent design. Materials shall coordinate with the materials used on the main house for each Lot. Rock, stone, brick, and similar materials are preferred. Design and location for the mailbox must be approved by the Board and must not violate any US Postal Service regulations.
35. Propane Tanks. Any propane or bottled gas tanks must be completely buried and away from view, and must conform to all government regulations.
36. Exceptions. Exceptions to all restrictions as outlined herein can be made by a written consent of the Board at their sole discretion. Requests for exceptions must be made in writing to the Board and must show just cause. If an exception is made, this exception is not cumulative in nature. Each instance of an exception must be requested by the so-affected Owner and must be approved in writing by the Board. Any exceptions so granted by the Board shall not imply similar future exceptions will be made to the same Owner or to other Owners.
37. Violations. In the event that any Owner shall violate the restrictions or requirements as set forth in this Indenture and in this Article X of Restrictions, the Board shall send the Owner who has violated the terms of said restrictions and requirements a notice in writing which states the violation and grants thirty (30) days for the Owner to correct the violation. If, after thirty (30) days the offending owner has not corrected the violation, the then Board may cause the violation to be removed or may institute legal proceedings to have the violation removed or cured and shall be entitled to receive an award of all costs, including court costs and attorney's fees, as a part of judgment decreed by a court of competent jurisdiction and to file said judgment as a lien against the Lot or Lots and be entitled to all other legal remedies available.

**IN WITNESS WHEREOF**, Grantor has executed this Indenture this 16th day of December, 2004.

**GRANTOR:**  
**MC DEVELOPMENT COMPANY, LLC.**

\_\_\_\_\_  
Dennis T. Mell, Managing Member

\_\_\_\_\_  
Ted N. Cassimatis, Managing Member

(rest of page intentionally left blank)

**STATE OF MISSOURI**                    )  
  ) **ss.**  
**COUNTY OF ST. FRANCOIS**        )

On this 16th day of December, 2004, before me personally appeared

**DENNIS T. MELL and TED N. CASSIMATIS, Managing Members of**

MC Development Company, LLC, a limited liability company of the State of Missouri, and being personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as the free act and deed and by the authority vested in them in the limited liability company.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires:

\_\_\_\_\_

Notary Public

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

All that part of U.S. Survey 829; Part of U.S. Survey 314; part of Fractional Section 13; part of Fractional Section 24; all in Township 36 North, Range 5 East, described as follows: Commencing at a found stone marking the Northeast corner of the West Half of the Southeast Quarter of Fractional Section 13; thence along the East line of the West Half of the Southeast Quarter of Fractional Section 13; South 0 degrees 10' 20" West 1573.09 feet to a set 1/2" dia. Rebar marking the point of beginning; thence continuing South 0 degrees 10' 20" West 1165.26 feet to a found stone located on the South line of Fractional Section 13; thence South 4 degrees 06' West 201.56 feet to a found iron rod located on the North line of U.S. Survey 314; thence South 7 degrees 45' 19" West 1141.84 feet to a found iron rod marking the Northeast corner of a 10.672 acres tract of land conveyed by warranty deed as recorded in Deed Book 678 at page 106 of the land records of St. Francois County, Missouri; thence North 83 degrees 35' 27" West 1228.65 feet to a found iron rod located on the East R/W of Hillsboro Road and marking the Northwest corner of said 10.672 acres tract; thence along the East R/W of Hillsboro Road as follows: North 16 degrees 24' 37" West 330.83 feet to a found iron rod; thence North 15 degrees 04' 17" West 657.41 feet to a found iron rod; thence North 17 degrees 14' West 214.0 feet to a found iron rod; thence North 25 degrees 36' 04" West 252.0 feet to a set 1/2" dia. Rebar; thence departing said R/W; North 58 degrees 33' East 399.52 feet; thence North 58 degrees 33' East 167.98 feet to a set 1/2" dia. Rebar; thence North 31 degrees 57' 33" East 133.14 feet to a set 1/2" dia. Rebar; thence North 53 degrees 48' 43" East 182.57 feet to a set 1/2" dia. Rebar; thence North 85 degrees 16' 48" East 460.00 feet to a set 1/2" dia. Rebar; thence North 30 degrees 25' 04" East 441.38 feet; thence South 57 degrees 10' East 156.43 feet; thence North 28 degrees 36' 48" East 144.64 feet to a set 1/2" dia. Rebar; thence South 89 degrees 49' 40" East 245.08 feet to the point of beginning and containing 73.59 acres being .all of The Village Green Plat One as shown on a plat thereof recorded in the Land Records of St. Francois County, Missouri.

---

(Space above reserved for Recorder of Deeds certification)

**AMENDMENT TO  
DEED OF RESTRICTIONS**

**THIS AMENDMENT** is made and entered into this \_\_\_\_ day of March, 2006, by

**DENNIS T. MELL and TED N. CASSIMATIS, Managing Members of  
MC DEVELOPMENT COMPANY, LLC,  
GRANTOR, and**

**DENNIS T. MELL and TED N. CASSIMATIS, Managing Members of  
MC DEVELOPMENT COMPANY, LLC,**

**BARRY W. LOCK and KATHLEEN S. LOCK, husband and wife,  
VIRGIL WESLEY WELCH and SHAUNA K. WELCH, husband and wife  
JEFFREY SWINARSKI and KRISTY W. SWINARSKI, husband and wife  
RAM PROPERTIES, LLC,  
DWAYNE N. DAMBA and VICTORIA A. DAMBA, husband and wife,**

**Mailing address: c/o 4704 Quail Run Road, Farmington, MO 63640**

**GRANTEES**, all of St. Francois County, Missouri.

**WHEREAS**, the **legal description** of the land affected hereby is The Village Green, Plat One, a subdivision, with the plat recorded at Plat Book 16 at page 511, located within St. Francois County, Missouri, and whereas an Indenture of Restrictions for The Village Green was recorded in Book 1559 at page 393 of the Land Records of St. Francois County, Missouri,

**AND WHEREAS**, under Article IX, Paragraph 3, of said Indenture, the Grantor reserved the right to amend the restrictive covenants of The Village Green, a subdivision, until such time as 75% of the lots had been conveyed, and less than 75% of the lots have been conveyed as of the date of execution of this Amendment.

**NOW THEREFORE, IN CONSIDERATION** of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt of which is hereby acknowledged by the Grantor, the Grantor does hereby amend the restrictions contained in the INDENTURE OF RESTRICTIONS FOR THE VILLAGE GREEN as recorded in Book1559 at page 393 of the Land Records of St. Francois County, Missouri, as follows:

1. The restrictive covenant that is listed in the referenced Indenture as follows:

“ 34. Mailboxes. All mailboxes shall be of a custom, permanent design. Materials shall coordinate with the materials used on the main house for each Lot. Rock, stone, brick, and similar materials are preferred. Design and location for the mailbox must be approved by the Board and must not violate any US Postal Service regulations. ”

is hereby DELETED and the following paragraph is SUBSTITUTED therefor as follows:

**34. Mailboxes. All mailboxes shall be of a custom, permanent design, that is obtained from Antique Street Lamps (company), S-Series Cast Aluminum Mailbox, Peachtree Series, Smooth Base, Dark Green in color, Part#: BMCA BPT18M SMB ANDG. The mailbox shall be purchased through the Grantor until such time as the Board of the Owner's Association is formed and at that time, purchased through the Board of the Owner's Association, at the lot owner's cost. If the designated manufactured mailbox is no longer available, the Board of the Owner's Association shall designate a manufacturer and style of mailbox that shall be used that is similar in design and quality to the aforementioned mailbox for new homes and for replacement of existing mailboxes as necessary due to damage or needed repairs.**

2. All other terms and conditions contained in the restrictive covenants referenced above shall remain the same.

3. The undersigned being the Developer and Owner of the lots within The Village Green, Plat One, as referenced herein.

**IN WITNESS WHEREOF**, the undersigned Grantors have executed these presents on the day and year first above written.

**GRANTOR:**

**MC DEVELOPMENT COMPANY, LLC.**

---

Dennis T. Mell, Managing Member

---

Ted N. Cassimatis, Managing Member

**STATE OF MISSOURI**                    )  
  ) **ss.**  
**COUNTY OF ST. FRANCOIS**        )

On this \_\_\_\_ day of March, 2006, before me personally appeared

**DENNIS T. MELL and TED N. CASSIMATIS, Managing Members of**

MC Development Company, LLC, a limited liability company of the State of Missouri, and being personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as the free act and deed and by the authority vested in them in the limited liability company.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires:

\_\_\_\_\_

Notary Public

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

All that part of U.S. Survey 829; Part of U.S. Survey 314; part of Fractional Section 13; part of Fractional Section 24; all in Township 36 North, Range 5 East, described as follows: Commencing at a found stone marking the Northeast corner of the West Half of the Southeast Quarter of Fractional Section 13; thence along the East line of the West Half of the Southeast Quarter of Fractional Section 13; South 0 degrees 10' 20" West 1573.09 feet to a set 1/2" dia. Rebar marking the point of beginning; thence continuing South 0 degrees 10' 20" West 1165.26 feet to a found stone located on the South line of Fractional Section 13; thence South 4 degrees 06' West 201.56 feet to a found iron rod located on the North line of U.S. Survey 314; thence South 7 degrees 45' 19" West 1141.84 feet to a found iron rod marking the Northeast corner of a 10.672 acres tract of land conveyed by warranty deed as recorded in Deed Book 678 at page 106 of the land records of St. Francois County, Missouri; thence North 83 degrees 35' 27" West 1228.65 feet to a found iron rod located on the East R/W of Hillsboro Road and marking the Northwest corner of said 10.672 acres tract; thence along the East R/W of Hillsboro Road as follows: North 16 degrees 24' 37" West 330.83 feet to a found iron rod; thence North 15 degrees 04' 17" West 657.41 feet to a found iron rod; thence North 17 degrees 14' West 214.0 feet to a found iron rod; thence North 25 degrees 36' 04" West 252.0 feet to a set 1/2" dia. Rebar; thence departing said R/W; North 58 degrees 33' East 399.52 feet; thence North 58 degrees 33' East 167.98 feet to a set 1/2" dia. Rebar; thence North 31 degrees 57' 33" East 133.14 feet to a set 1/2" dia. Rebar; thence North 53 degrees 48' 43" East 182.57 feet to a set 1/2" dia. Rebar; thence North 85 degrees 16' 48" East 460.00 feet to a set 1/2" dia. Rebar; thence North 30 degrees 25' 04" East 441.38 feet; thence South 57 degrees 10' East 156.43 feet; thence North 28 degrees 36' 48" East 144.64 feet to a set 1/2" dia. Rebar; thence South 89 degrees 49' 40" East 245.08 feet to the point of beginning and containing 73.59 acres being .all of The Village Green Plat One as shown on a plat thereof recorded in the Land Records of St. Francois County, Missouri.