

Declaration of Covenants, Conditions and Restrictions

For the Country Club of Sugar Creek

Taken from Book #465 Pages 531-572 of the Original Copy Entered Into July 5, 1990

THIS DECLARATION, made and entered into this 5th day of July, 1990 by LANDMARK EXCAVATING AND EQUIPMENT COMPANY, a Missouri corporation in good standing, as present owner (hereinafter referred to as "Grantor") of the property herein described, for the use and benefit of the aforesaid Grantor and all present and future owners of any tract or parcel conveyed out of the property herein described and for the owner or owners of any other parcel or grantee out of any other parcel subsequently made subject to these restrictive covenants by appropriate reference hereto with the consent of the said Grantor, and for all of the aforesaid Grantors, grantees, or their respective heirs, successors and assigns.

THE PURPOSE OF THIS DECLARATION include, but not by way of exclusion, to:

- A. Ensure the attractiveness of the residential community and the country club created within the subdivision of Country Club of Sugar Creek and also know as COUNTRY CLUB OF SUGAR CREEK; and

- B. Provide for the enhancement of the property values within COUNTRY CLUB OF SUGAR CREEK; and

- C. Prevent nuisances to the lot owners and residents of and guest and invitees to COUNTRY CLUB OF SUGAR CREEK; and

- D. Provide for the maintenance of the common areas of COUNTRY CLUB OF SUGAR CREEK; and

- E. Ensure the COUNTRY CLUB OF SUGAR CREEK if effectively managed as a community.

EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS DECLARATION AND THESE COVENANTS, CONDITIONS AND RESTRICTIONS are binding upon all of the land described in the attached Exhibit "A" situated in Jefferson County, Missouri as it may exist at the time of the recording of this declaration and as it may be later added to, shall run with the land and shall be binding upon all parties, their heirs, probate representatives, successors, and assigns, regardless of what title or interest they may have in COUNTRY CLUB OF SUGAR CREEK or any part of it, and they shall inure to the benefit of each lot owner within COUNTRY CLUB OF SUGAR CREEK. All improvements situated within COUNTRY CLUB OF SUGAR CREEK.

ARTICLE I

DEFINITIONS

The following words when used in this declaration, or in any amendment to this declaration, shall (unless the context clearly indicates otherwise) have the following meanings:

1.1 "**ARC**" means the Architectural Review Committee of the association.

1.2 "**Articles**" means the Articles of Incorporation of the Association and any amendments, which have been filed with the Missouri Secretary of State.

1.3 "**Assessment**" means the amount of liability for Association Expenses allocated to any Property Unit.

1.4 "**Association**" means Country Club of Sugar Creek Property Owners Association, Inc., a Missouri not-for-profit corporation, and its successors and assigns.

1.5 "**Association Expenses**" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

1.6 "**Board**" means the Board of Directors of the Association.

1.7 "Bylaws" means the Bylaws of the Association.

1.8 "Declaration" means this Declaration of Covenants, Conditions and Restrictions, and any amendments to it duly recorded in the Office of the Recorder of Deeds of Jefferson County, Missouri.

1.9 "Design Standards" means a set of standards for the design and location and construction of all improvements within the jurisdiction of the ARC. The document containing these Design Standards shall be entitled Country Club of Sugar Creek Design Standards and may be recorded. As used in this Declaration, the term Design Standards means either the standards themselves or the document, as the context so requires.

1.10 "Development Rights" means certain established rights in favor of the Grantor with respect to COUNTRY CLUB OF SUGAR CREEK, including the right to:

1.10.1 add real estate to COUNTRY CLUB OF SUGAR CREEK;

1.10.2 complete improvements indicated on plats of COUNTRY CLUB OF SUGAR CREEK;

1.10.3 maintain sales office(s), management office(s), and signs advertising COUNTRY CLUB OF SUGAR CREEK and Residential Unit models;

1.10.4 use easements as shown on COUNTRY CLUB OF SUGAR CREEK plats and Common Areas for the purpose of making improvements within COUNTRY CLUB OF SUGAR CREEK or within real estate which may be added to COUNTRY CLUB OF SUGAR CREEK; OR

1.10.5 appoint or remove any Director during the period of Grantor Control

1.10.6 Such other rights as are herein provided in Article II or otherwise reserved to Grantor.

1.11 "**Common Area**" means those portions of COUNTRY CLUB OF SUGAR CREEK identified as "Common Area" on the recorded subdivision plats of COUNTRY CLUB OF SUGAR CREEK, and all improvements located within such Common Area, including without limitation, all sidewalks, structures, recreational facilities (if any), street lights, lakes, landscaping, storm water ponds and storm water inlets, excluding only those areas within the Common Area dedicated to and accepted by public authorities, and anything else so shown on any plat. The Common Area shall include, however, all areas within the Common Area to be dedicated to public authorities but not yet accepted by such public authorities. The Common Area does NOT include the Country Club of Sugar Creek Grounds nor streets and roads.

1.12 "**The Country Club of Sugar Creek**" is a fictitious name for the entity operating the country club within COUNTRY CLUB OF SUGAR CREEK on the Country Club of Sugar Creek Grounds. It does not mean the tract of real estate upon which the country club operates.

1.13 "**COUNTRY CLUB OF SUGAR CREEK**" means all of the real property (including all its improvements) described on Exhibit "A" and all other real property (including all improvements) that may later be properly added in accordance with Section 2.3. All such real property must be governed by the provisions of this declaration in order to be included in the COUNTRY CLUB OF SUGAR CREEK designation.

1.14 "**Country Club of Sugar Creek Grounds**" means the cumulation of those tracts of real estate within COUNTRY CLUB OF SUGAR CREEK which may appear on plats as Grounds for or which are actually being used for the country club, golf course or other similar recreational use know as The Country Club of Sugar Creek including, but not by way of exclusion, the easements herein described in section 2.3.

1.15 "**Director**" means a member of the Board

1.16 "**Grantor**" means the Declarant herein, Landmark Excavating and Equipment Company, its successors and assigns (if an appropriate document is executed and recorded assigning to such assignee all development rights reserved to such entity as a Declarant under this declaration), or any entity succeeding to Declarant's development rights under this declaration by foreclosure, by acceptance of a deed in lieu of foreclosure, or by any similar proceeding.

1.17 "**Lot**" means a portion of COUNTRY CLUB OF SUGAR CREEK designated as a lot on the recorded subdivision plats of COUNTRY CLUB OF SUGAR CREEK and all other real property that may be properly added in accordance with Sections 1.10 and Articles II and VIII.

1.18 "**Member**" means every person or legal entity who holds membership in the Association. It includes the lot owners and the owner(s) of the Country Club of Sugar Creek Grounds. For the purpose of this Declaration, the word "Member" shall include any beneficiary of a trust holding legal title to one or more Lots.

1.19 "**Mortgage**" means a mortgage or a deed of trust on any portion of COUNTRY CLUB OF SUGAR CREEK, including any Lot thereon, or COUNTRY CLUB OF SUGAR CREEK Grounds or Common Area.

1.20 "**Mortgagee**" means any person or entity holding a mortgage or deed of trust on any portion of COUNTRY CLUB OF SUGAR CREEK, including any Lot thereon, or COUNTRY CLUB OF SUGAR CREEK Grounds or Common Area.

1.21 "**Owner**" means the record owner, including Grantor, whether one (1) or more persons or entities, of the fee simple title to any portion of COUNTRY CLUB OF SUGAR CREEK, but shall exclude those having interest merely as security for the performance of an obligation, such as any mortgagee, until such mortgagee has acquired record title pursuant to foreclosure or any procedure in lieu of foreclosure. Any contract vendor shall be considered the owner.

1.22 "**Period of Grantor Control**" means the period during which Grantor, its successors or assigns may appoint and remove Directors. This period terminates when all Lots within COUNTRY CLUB OF SUGAR CREEK have been sold, Grantor voluntarily terminates it by conveyance by quit claim deed to the owners, or December 31, 1999, whichever comes first.

1.23 "**Person**" means any natural person, corporation, partnership, trust or other legal entity.

1.24 "**Property Unit**" means each Lot within Country Club of Sugar Creek and such additional real estate subjected hereto, whether unimproved, or improved with a residence, and the Country Club of Sugar Creek Grounds.

1.25 "**Property Owner**" means the Owners of a property unit. It does not include the Association. It is a term meant to include all Owners of real property within COUNTRY CLUB OF SUGAR CREEK, with the exception of the Association itself.

1.26 "**Residential Unit**" means any structure situated on a Lot, designed and intended for use and occupancy as a residence by a single household.

1.27 "**Restrictions**" means the restrictive covenants stated in Article VI.

1.28 "**Streets and Roads**" means all of the drives, streets and roads or roadways shown on the plat of Country Club of Sugar Creek or any addition thereto as shall be provided in Section 2.5.

ARTICLE II

DEDICATION AND RESERVATION

2.1 Recorded Easements. There have been and will be designated, established, and recited on recorded plats or by other appropriate recorded instruments relating to COUNTRY CLUB OF SUGAR CREEK, easements for certain private streets and roads, Common Area, and other easements which are for the use and benefit of those referred to in those recorded instruments. Those beneficiaries shall have the non-exclusive right of use, benefit and enjoyment thereof subject to the terms, conditions and restrictions provided in such recorded instruments and herein including, but not by exclusion, such rules and regulations as shall be established by the association.

2.1.1 Grantor herein reserves the right to use or assign the use of all streets and roads, common areas and easements within Country Club of Sugar Creek, specifically reserved herein is the right of the Grantor to grant easements to any adjacent property owners which easements would provide for the right to use any of the streets and roads, easement areas, or common areas platted, reserved, or constructed within the above described property, whether or not such adjacent land shall be made subject to this declaration.

2.2 Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are dedicated and reserved as shown on the recorded plat(s) of COUNTRY CLUB OF SUGAR CREEK. Such easements shall include the reasonable rights of egress and ingress for construction and maintenance purposes. No structure shall be permitted to be placed or remain within easements which materially damage or interfere with the installation or maintenance of utilities or which change the direction or flow of drainage channels.

2.2.1 The aforesaid utility easements shall be for the purpose of constructing, operating and maintaining electrical, telephone, and cable television lines, poles, wires and appurtenances and sewer, gas and water lines and mains and appurtenances thereto, and all such other and further utilities of every kind and nature whether provided by a public or private entity providing utility services, in, over, under and upon and across said easements as shown upon said plat.

2.2.2 The Grantor specifically reserves the right to use and to grant additional uses to others in and to any easement or common areas and specifically to grant utility easements to any and all forms of utility companies which will authorize the use by the utility company of the roads, parking areas, easements and common areas and to grant the use of said easements and common areas to adjacent land owners, whether or not such adjacent land shall be made subject to this Declaration.

2.3 The Country Club of Sugar Creek Golf Course Easements. Grantor has or will hereafter grant and create, in favor of the owner of the Country Club of Sugar Creek Grounds and its successors, assigns, designees and licensees, easements which are appurtenant to the grounds so long as the grounds are used for anyone or more of the country club land uses or similar recreational uses;

2.3.1 An easement for the purpose of building, operating and maintaining and use of a golf course and country club and for such other and further reasonable or similar recreational use. Property unit owners do not hereby have a right to use the Country Club of Sugar Creek Grounds.

2.3.2 An easement for ingress and egress over, upon, across and through the entire COUNTRY CLUB OF SUGAR CREEK for users of the Country Club of Sugar Creek on all streets and roads and sidewalks for vehicular, pedestrian and golf cart travel.

2.3.3 An easement for travel through the entire COUNTRY CLUB OF SUGAR CREEK on designated golf course paths for both pedestrian and golf cart travel;

2.3.4 An easement for golfers and caddies to enter upon Lots, common areas and other real estate subject hereto to retrieve errant golf shots. Damage to any Lot, land, residential other, other improvements upon same by the errant shot or by the entry to retrieve the golf shot shall be the responsibility of the golfer. Neither grantor nor the owner of the County Club of Sugar Creek Grounds shall have responsibility for any such damage.

2.4 EASEMENT FOR EXERCISE OF DEVELOPMENT RIGHTS. Grantor has an easement through COUNTRY CLUB OF SUGAR CREEK (including the Lots, Grounds, and Common Areas) as may be reasonably necessary for the purpose of discharging Grantor's obligations or exercising Development Rights reserved in this Declaration.

2.5 RESERVATION OF RIGHT TO ENLARGE SUBDIVISION. Grantor reserves the right to subject any tract or parcel of real estate adjoining to Country Club of Sugar Creek to this Declaration, effectively combining Country Club of Sugar Creek and the other adjacent subdivision(s) so that an said subdivisions be deemed to be and thereafter will be one and the same subdivision with one and the same Declaration; provided, however, Grantor shall have the right to redefine Articles VI or any part of the "Protective Restrictions" in such written instrument, and the right to provide for and permit, in such written instrument, the construction and habitation of multiple family dwellings in such adjacent subdivisions, and to make such provisions pertaining to the revised "Protective Restrictions" applying only to the adjacent subdivision and to the construction and habitation of multiple family dwellings as Grantor shall deem appropriate.

2.6 MAINTENANCE EASEMENT. Each Property Owner shall afford the Association and its agents or employees, access through his Property Unit reasonably necessary for maintenance, repair and replacement purposes as said in Section 8. If damage is inflicted on the Common Area or any Property Unit through which access is taken, the Association, if it is responsible, is liable for the prompt repair of those damages.

ARTICLE III

ASSOCIATION

3.1 The management and control of COUNTRY CLUB OF SUGAR CREEK and the authority to enforce these easements, conditions, restrictions, reservations and limitations shall be vested in the Directors of the Country Club of Sugar Creek Property Owners Association. The membership of the Association at all times shall consist exclusively of all property owners.

The Directors of the Property owners association shall consist of seven (7) persons who shall be selected by the Grantor and who shall serve at the pleasure of the Grantor or its successors or assigns during the period of Grantor control terminates, then the owner of the Country Club of Sugar Creek grounds shall appoint one of the directors, who shall serve a three (3) year term, and any vacancy in that position, and the remaining six (6) Directors shall be selected by the property owners. The complete Board shall meet, all as follows:

3.1.1 There shall be an annual meeting of Property Owners within said subdivision on the second Monday of February, at 7:00 p.m. at place as selected by the Board of Directors, after giving at least

ten (10) days written notice to said Property Owners, at which time and place the business of the subdivision shall be discussed and acted upon, including the election of said members to the Board of Directors as provided herein.

3.1.2 Only Property Owners will be eligible for membership on the Board of Directors and then only if they shall have fully paid all prior assessments and shall fully and timely pay any subsequent assessment levied during their term.

3.1.3 Said Directors shall serve a term of three (3) years, which such terms shall be staggered in such a manner that not more than three (3) director's positions shall be open for election in any given year. If a vacancy should occur on said Board of Directors, said vacancy shall be filled by appointment by the remaining members of said Board of Directors for the remainder of the vacant term.

3.1.4 Said Board of Directors shall meet on a regular basis, not less frequently than semi-annually, adopt Bylaws and elect officers, including a chairman, secretary and treasurer. The Board of Directors may in their discretion, require that the treasurer be bonded in such an amount as they shall deem reasonable before taking office, with the cost of said bond being paid from the treasury of said subdivision. Minutes shall be kept of all Directors' meetings and reviewed for approval at the next Directors' meeting.

3.1.5 A quorum of four (4) Directors shall be required for any meeting of the board. A majority vote of the Board of Directors present at a meeting of the Board at which a quorum is present shall be necessary for the adoption by the Association of any matter upon which the Board has authority to act. The act or acts duly approved by a majority vote of the Board of Directors present at a meeting of the Board at which a quorum is present shall have the same force and effect as if the Directors performed such act or acts.

3.1.6 For the purpose of conducting any business of said subdivision that requires a vote of the Property Owners, including the election of said Directors as provided hereinabove; each property unit within said subdivision shall be entitled to one (1) vote.

3.1.7 The Directors shall serve without compensation; provided, however, Directors may be reimbursed for advances and out of pocket expenses incurred on behalf of the Board and the Association.

3.2 The Association shall adopt Bylaws not inconsistent with this Declaration which shall provide as follows:

3.2.1 That the Bylaws are subject to the provisions of this Declaration;

3.2.2 The qualifications, power and duties, terms of office, and manner of electing and removing Directors and officers of the Board and filling vacancies;

3.2.3 Which, if any, of its powers the Board or officers may delegate to other persons or to a managing agent;

3.2.4 Which of the Association's officers may prepare, execute, certify, and record amendments to the Declaration on behalf of the Association;

3.2.5 A method for amending the Bylaws and the Design Standard; and

3.2.6 A method of action by Director(s) by means of written consent, and a method of action by Member(s) by means of written consent or ballot, together with establishment of procedures for vote by proxy.

3.2.7 Subject to the provisions of this Declaration, the Bylaws may provide for any other matters the Association deems necessary and appropriate. In the event of a conflict between the provisions of this Declaration and the Bylaws, this Declaration shall prevail.

3.3 The Association is hereby authorized, empowered and granted with all rights, powers and authority contained in this Declaration, and with the following rights, power and authority:

3.3.1 To exercise such control over the non-exclusive easements dedicated to the lot owners and for utilities shown on the record plat as is necessary to maintain, supervise and ensure the logical use of such easements by the necessary public utilities including the right (to themselves and other to whom they may grant permission) to construct, operate and maintain on, under and over said easements, sewers, pipes, poles, wires and other facilities and utilities (present or future) for service to the lots subject hereto, provided, however, the Association shall not have control of The County Club of Sugar Creek Gold Course Easement described in Section 2.3.1 and 2.3.4.

3.3.2 To implement and enforce this declaration, and infringement thereof, and compel the performance of any restrictions. This provision is intended to be cumulative and not to restrict the right of any Property Owner to proceed in his own behalf, but the power and authority herein granted to the Association is intended to be discretionary and not mandatory.

3.3.3 At the discretion of the Association, to clean up rubbish and debris and remove grass and weeds from, and to trim, cut back, and remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected property unit; and the property unit owner thereof and any person in possession of the property unit may be charged with the reasonable expenses so incurred including a reasonable attorney's fee necessitated by reason of the violation. The Association, its Directors, officers, agents or employees, shall not be deemed guilty or liable for any manner of trespass for such entry, abatement, or removal or planting.

3.3.4 To provide such subdivision with adequate fire and police protection, garbage and rubbish removal and disposal or otherwise provide for the public health, welfare and safety of the property owners, including but not limited to the construction, reconstruction, operation and maintenances of parks, common areas, swimming pools and other recreation facilities constituting a part of any common area, title to which is or may hereafter become vested in the Association. The Association may enter into and assume contracts for such purposes, covering such periods of time as they consider advisable.

3.3.5 To provide for the maintenance, repair and replacement of common areas, grassed and shrubbed areas and cul-de-sac islands and medians, along with any other entryways and common ground and all real and personal property owned by the Association.

3.3.6 The Directors may receive, hold, convey, dispose of any administer of trust for any purpose mentioned in this indenture, any gift, grant, conveyance, or donation of money or real or personal property.

3.3.7 To coordinate special events (meetings, clean up days, street dances, etc.), that the residents of said subdivision may wish to hold.

3.3.8 Adopt and amend Rules and Regulations and adopt and amend Design Standards which shall be enforceable in the manner herein provided for the enforcement of this Declaration, whether or not such Rules, Regulations or Design Standards have been recorded in the Recorder of Deeds of Jefferson County, Missouri.

- 3.3.9 Adopt and amend budgets for revenues, expenditures, and reserves;
- 3.3.10 Collect assessments from Property Unit Owners;
- 3.3.11 Enter into contracts, employ agents, servants, and labor as deemed advisable or necessary and defend suit brought against the Association, the Board or its directors or officers individually or collectively, in their capacity as Directors or officers.
- 3.3.12 Enter into any leases or contracts on behalf of the Association with the Declarant or any other person regarding the sharing of, use of, and any payment of expenses for any recreational facilities, storage buildings, maintenance equipment, or employees;
- 3.3.13 Institute, defend, or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two or more Property Unit Owners on matters affecting COUNTRY CLUB OF SUGAR CREEK, or any portion of it.
- 3.3.14 Make contracts and incur liabilities;
- 3.3.15 Regulate the use, maintenance, repair, replacement and modifications of the Common Area;
- 3.3.16 Cause additional improvements to be made as a part of the Common Area;
- 3.3.17 Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property.
- 3.3.18 Grant easements for any period of time including permanent easements, and leases, licenses and concessions through or over the Common Area;

3.3.19 Impose and receive payment, fees, or charges for the use, rental, or operation of the Common Area and for services provided to Owners;

3.3.20 Impose charges or interest or both for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of this Declaration, Bylaws, and the Rules and Regulations of the Association;

3.3.21 Impose reasonable charges for statements of unpaid assessments and/or statements of the account;

3.3.22 Provide for the reimbursement and indemnification of the Association's officers and Board pursuant to Section 3.1.7 and 3.6.

3.3.23 Assign the Association's right to future income, including the right to receive assessments;

3.3.24 Exercise and other powers conferred by this Declaration of the Bylaws;

3.3.25 Exercise all other powers that may be exercised in the State of Missouri by legal entities of the same type as the Association;

3.3.26 Exercise any other powers necessary and proper for the governance and operation of the Association.

3.4 After the termination of period of declarant control, any Property Owner who disagrees with any decision of the board may override the decision of the board by obtaining the written concurrence of eighty percent (80%) of the Property Owners to do so. During the period of declarant control, the Property Owners have no right to override.

3.5 Except as provided in this Declaration or the Bylaws, the Board may act in all instances on behalf of the Association. In the performance of their duties, the officers and Directors are required to exercise ordinary and reasonable care.

3.6 Indemnification. The Association shall indemnify every officers and Director against any and all expenses, including legal fees reasonable incurred by or imposed upon an officer or director in connection with any action, suit or other proceedings (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or Director, provided that any such officer or Director has acted in good faith or in a manner reasonably believed to be in, or not opposed, to the best interests of the Members. The officers and Directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or Directors may also be Members of the Association), and the Association shall indemnify, defend, and forever hold each officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. This right to indemnification shall not exclude other rights to which any officer or Director, or former officer or Director, may be entitled. The Association may, as a common expense, maintain adequate general liability and Director's and Officers' liability insurance to fund this obligation, if such insurance is reasonably available.

3.7 Membership in the Association.

3.7.1 Each Property Owner shall be a Member of the Association by virtue of such ownership status, whether or not it shall be so expressed in any deed or other conveyance. The Property Owners shall be entitled to one membership for each property unit. Only one vote shall be associated with any property unit regardless of whether title is held by one or more persons or entities. Membership shall be appurtenant to and may not be separated from the ownership of any property unit in COUNTRY CLUB OF SUGAR CREEK. The Owner (s) of Country Club of Sugar Creek Grounds shall have one membership in the Association.

3.7.2 **Transfer.** The membership held by any Property Unit Owner shall not be transferred, or pledged in any way, except upon the sale of any property unit and then only to the purchaser. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the Property Unit Owner shall fail or refuse to transfer the membership registered in the Property Unit Owner's name to the purchaser, the Association shall have the right to record the transfer upon the books of the Association.

3.7.3 **Voting Requirements.** Unless otherwise stated in this Declaration or the Bylaws, a majority vote of the Members (present or represented by proxy or written ballot submitted prior to a deadline established for such written ballot) at which a quorum is present shall be necessary for the adoption by the

Association of any matter upon which the Members have authority to act. No cumulative voting shall be permitted at any meeting of the Members or in any vote of the Members.

3.7.4 Quorum. A quorum is present throughout any meeting of the Association if persons representing twenty percent (20%) of the combined total of the property units then platted are present in person, by proxy, or by written ballot received prior the deadline established for such written ballots, at the beginning of the meeting.

ARTICLES IV

ASSESSMENTS AND COLLECTION

4.1 Purpose of Assessment. The purpose of the assessments described in the Declaration shall be to pay Association Expenses.

4.2 Creation of Assessment.

4.2.1 Types of Assessments.

(A) "**Annual assessments**" are those assessments charged annually and to be paid annually which generate the revenue necessary to pay the expenses projected in the Association annual budget;

(B) "**Additional assessments**" are assessments necessary to cover the shortage if the annual assessments is determined by the Association to be insufficient or inadequate to cover the Association's actual expenses for the remainder of the budget year;

(C) "**Specific assessments**" are those assessments associated with the expense of maintenance, repair, or replacement of an Association-owned property which benefits fewer than all the Property Units in Country Club of Sugar Creek and therefore are assessed only against the Property Units benefited; specific assessments may also be imposed against any particular Property Unit for reasonable fines and penalties which may be imposed in accordance with the terms of this Declaration and the Bylaws;

(D) "Special assessments" are assessments which relate to a particular, one-time-only expense which should be allocated among all the Property Units.

4.2.2 Approval and Notice of Assessments.

(A) **Budget.** Annual assessments must be made annually on a budget adopted annually by the Association. The budget process shall be stated in the Bylaws.

(B) **Calendar Year.** Annual assessments and additional assessments are to be calculated on a calendar year basis.

4.3 Special assessments or specific assessments shall be approved only as follows:

4.3.1 A written proposal describing the need for a specific or special assessment shall be submitted to the property unit owners affected which such proposal shall, at a minimum, describe the plans for the project contemplated and the estimated amount required for the completion of the same and the total assessment required. Such proposal shall be submitted to the affected Property Owners not less than ten (10) days prior to a meeting of the Board duly called and held in the manner provided with reference to elections of Directors.

4.3.2 That at such meeting a two-thirds (2/3) majority of the members present in person or by proxy shall approve the proposal as submitted or as at such meeting amended; provided, however, only affected members shall have a vote on matters involving a specific assessment.

4.3.3 All special and specific assessments collected shall be used solely for the purposes expressed and adopted by the membership and any excess funds remaining after the completion of the said purposes, or after same have been abandoned, shall be returned to the affected Property Owners who have paid same, pro rata, unless otherwise provided and agreed upon by written resolution adopted by the aforesaid majority at the same meeting in which the assessment was approved.

4.4 Uniform Assessments. All assessments shall be made on a property unit basis as provided hereinabove and shall be uniform.

4.5 Notice and Payment of Assessments.

4.5.1 Notice of all assessments shall be deemed properly given, the assessment levied and the time for payment shall commence on the date personally delivered to or deposited in the United States Mail, postage prepaid addressed to the last known or usual post office address of the Property Owner or the date the notice is posted upon a conspicuous location at the Property Unit.

4.5.2 Each assessment shall become due and payable, except as shall otherwise have been approved by the membership as hereinabove provided for specific or special assessments, on or before the 30th day following notification of the assessment due. If unpaid it shall bear interest at the rate of ten percent (10%) per annum, compounded annually, from the date of assessment until paid. Such payment and interest, together with all costs of collection thereof including a reasonable attorney fee without further notice or assessment, shall constitute a lien upon said lot without any further notice, legal proceeding or other action by the Directors and said lien shall continue in full force and effect until said amount is fully paid.

4.5.3 A separate "assessment account" ledger shall be maintained for annual and additional assessments, for specific assessments, and for special assessments which accounts shall list all lots, the owners thereof, their last know addresses, the assessments as and when made, interest and other costs of collection as herein provided, and payments as and when received.

4.6 Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Association Expenses and any prepayment of reserves must be paid to the Property Owners proportionately or credited to them proportionately to reduce their future Association Expense assessments.

4.7 Lien For Assessments. The Association has a lien on a Property Unit for any unpaid assessment levied, late charges, fines, and interest and any costs or expenses incurred for the enforcement of this Declaration from the time the same shall have accrued. All of the aforesaid may be enforced as otherwise hereinabove provided or in the same manner as ASSESSMENTS.

4.7.1 If an assessment is payable in installments, the full amount of the assessment is a lien from the time any unpaid installment became due.

4.7.2 A lien under this section is prior to all other liens and encumbrances on a Property Unit, except:

(A) Liens and encumbrances recorded before the recordation of this Declaration;

(B) A security interest on the Property Unit recorded before the date on which the assessment sought to be enforced became delinquent; and

(C) Liens for real estate taxes and other governmental assessments or charges against the Property Unit.

4.7.3 Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section 4.7 is required. The Association may, however, in its sole discretion, execute and acknowledge an instrument reciting the levy of the assessment with respect to one or more property units and cause same to be recorded in the Office of the Recorder of Deeds of Jefferson County, Missouri.

4.7.4 A judgment or decree in any action brought under this Section 4.7 must include litigation expenses, reasonable attorney's fees, and court costs for the prevailing party.

4.7.5 The Association upon written request shall furnish to a Property Owner a statement setting forth the amount of unpaid assessments against the Property Unit, and in a recordable form if so requested. The statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board, and every Property Owner as against any person who relied thereon and would be prejudiced by the mistake. Upon satisfactory payment thereof, the Association may cancel or release any one or more property units from the liability for an assessment due by executing and acknowledging a release of such assessment(s) with respect to the described property unit(s) affected and delivering the said document to the Property Owner in a recordable form.

4.8 All annual and additional assessments shall be maintained in one or more accounts deposited in an appropriate financial institution and any specific or special assessments shall be deposited into separate accounts opened for the sole and exclusive purpose as shall have been designated.

4.10 Remedies.

4.10.1 Any assessment which is not paid when due shall be delinquent.

4.10.2 The Association may, as the Board shall determine, institute suit to collect such amount and/or foreclose its lien.

4.10.3 The Association's lien may be foreclosed in like manner as a deed of trust on real estate, including power of sale as provided by the statute in force at the time of foreclosure.

4.10.4 No Owner may waive or otherwise escape liability for assessments by abandonment of the Property Unit or non-use of the Common Area or non-use of the Country Club of Sugar Creek.

4.10.5 All payments shall be applied first to cost and attorney's fees; then to late charges; then to interest; then to newly-delinquent assessments; then to any unpaid installments of the assessments which are coming due within thirty (30) days of payment; and then to any unpaid installments of the assessments which are the subject matter of the suit or foreclosure.

4.10.6 This Section does not prohibit actions to recover sums for which Section 4.5 creates a lien, nor does it prohibit the Association from taking a deed in lieu of foreclosure.

4.11 Exclusion.

4.11.1 Grantor shall owe no assessments for any Property Unit or for unplatted portions of COUNTRY CLUB OF SUGAR CREEK so long as the same are held for resale and remain unoccupied.

4.11.2 The Country Club of Sugar Creek Grounds shall not be subject to any additional, specific or special assessments but shall be subject to an annual assessment, which shall not exceed the sum, which would accrue if it owned five lots within Country Club of Sugar Creek.

ARTICLE V

ARCHITECTURAL MATTERS

5.1 Architectural Review Committee.

5.1.1 **Composition.** The ARC shall be composed of six (6) members. A member of the ARC may also be a member of the Board. Members shall serve staggered three (3) year terms. The first Architectural Review Committee shall consist of the following members, who shall serve for the following terms:

Scott Hagar

Term Expires 2003

Bob Checkley Tim McClain

Term expires 2003

Term Expires 2002

Ron Lucas

Term Expires 2002

John Broeckelmann Ken Zika

Term Expires 2001

Term Expires 2001

A Member of the ARC may from time to time, in the manner as shall be approved by the Board, designate a substitute to act on his or her behalf

5.1.2 **Method of Selection.** Members of the ARC shall be selected and removed by the Board with or without cause. If a position on the ARC becomes vacant, then the Board shall appoint a replacement to serve during the unexpired portion of the term of the vacant position.

5.1.3 **Duties.** The ARC is authorized to regulate the exterior aspects of construction and reconstruction of all structures (except the Common Area constructed by Grantor) within COUNTRY CLUB

OF SUGAR CREEK. In performing its duties, the ARC shall act in a manner which, in its reasonable judgment, will:

(1) Ensure the appropriate improvement of Property Unit building sites and of the Country Club of Sugar Creek Grounds in accordance with the final development plan for the COUNTRY CLUB OF SUGAR CREEK;

(2) Protect Property Unit Owners against the erection of improvements on Lots and damage to streets and roads, common area and any easements in favor of the party owners that would depreciate the value of such and other Lots or any property within COUNTRY CLUB OF SUGAR CREEK; and

(3) In general, ensure high quality and harmonious development of improvements within COUNTRY CLUB OF SUGAR CREEK.

Accordingly, the ARC shall:

(1) Review and approve, modify or disapprove, in accordance with the Design Standards, all applications of Property Owners or the Association for construction or structures (which include buildings, fences, walls, swimming pools, mailboxes, landscaping, and driveways). Review includes design aspects, location aspects, storm drainage and construction specifications;

(2) Periodically inspect the Property Unit for compliance with all approvals granted;

(3) Adopt procedures for the exercise of its duties and enter them in an official procedures book, which shall be readily available for review; and

(4) Maintain complete and accurate records of all actions taken. The ARC shall keep minutes of its proceedings and records relating to its actions, all of which shall be filed in the office of the Association and shall be available to interested parties during normal business hours.

The ARC may prepare the Design Standards and submit them to the Board for adoption and recording. The ARC may prepare and promulgate procedures. Since the ARC is a committee of the Association, the Design Standards and procedures shall be considered to be official standards and procedures of the Association, and the Board may amend the Design Standards and the procedures promulgated by the ARC. The Association shall make both available to interested parties during normal business hours. Construction must be strictly in accordance with any approvals issued by the ARC, or by the Board following applicant appeal.

The procedures shall include, but not be limited to, provisions for the form and content of applications, required number of copies of plans and specifications, if any, and provisions for notice of approval or disapproval.

5.1.4 Construction, Both Original and Reconstruction.

(1) The ARC shall have jurisdiction over all original and subsequent construction on any portion of Country Club of Sugar Creek (except the common area construction by Grantor).

(2) **Permit Application.** The permit application procedure shall be detailed in the Design Standards and the procedures promulgated by the ARC.

In the event the ARC fails to approve or disapprove any complete application or to request additional information reasonable required within fifteen (15) business days after submission, the application shall be deemed approved, provided that no such automatic approval shall allow the applicant to undertake any construction contrary to the site plan, any applicable law, or any covenant or restriction contained herein. No permission or approval shall be required to repaint in accordance with originally approved plans and specifications. Nothing contained herein shall be constructed to limit the right of a Property Unit Owner to remodel the interior of his or her residence or to paint the interior of his or her residence any color desired.

(3) **Construction.** No construction (which term shall include staking, clearing, excavation, grading, and other site work), and no planting or removal of trees or shrubs shall take place unless all of the application procedure for such construction has been completed and approved by the ARC. The ARC shall not approve any application for any construction on the Country Club of Sugar Creek Grounds and no owner, with or without the approval of the ARC shall plant or remove trees or shrubs, move or remove, or perform any work to the sandtraps, tees, or greens, or disturb any improvements on the Country Club of Sugar Creek Grounds. The owner of the Country Club of Sugar Creek Grounds shall have the exclusive right to plant or remove trees on, install or remove sandtraps, construct or reconstruct tees or greens, and complete other landscaping as may be necessary in the normal and regular maintenance and operation of the golf course. The ARC shall not grant a variance for construction or reconstruction on the Country Club of Sugar Creek Grounds without the written approval of the Country Club of Sugar Creek Grounds. Further the

Association, or the Board, shall not undertake or authorize any construction or reconstruction on the Country Club of Sugar Creek Grounds without the written approval of the Country Club of Sugar Creek Grounds.

5.1.5 Architectural Review. In reviewing any application, the ARC shall consider whether the proposed structure will conform to the Design Standards. The criteria set forth in the Design Standards are not intended to restrict imagination or variety, but rather to assist in focusing on design principles, which can result in creative solutions that will develop a satisfactory visual appearance within COUNTRY CLUB OF SUGAR CREEK, preserve property values, and promote the health, safety, and welfare of the residents of COUNTRY CLUB OF SUGAR CREEK. The ARC is not and shall not be considered as an engineer or having engineering expertise and does not warrant or represent that any suggestions made shall conform to the proper building or construction standards. No Property Owner shall have any cause of action against the ARC for failure to act on any application, for any alleged mistake in judgment relating to its approval or disapproval of any applications, or for any suggestions relied upon, excepting only individual gross misconduct willful malfeasance, or bad faith. As a committee of the Board, the Members of the ARC shall be indemnified pursuant to Section 3.6 hereof.

5.1.6 Procedural Matters.

(1) Preliminary Review. The ARC may, at the written request of a prospective applicant, give non-binding consideration to preliminary exterior drawings, sketches, and specifications on a specific project before a formal application is filed. It may provide such advice, counsel, suggestions, and recommendations on matters pertaining to aesthetics as the ARC may deem necessary to guide the prospective applicant in the development of final plans and specifications. The ARC shall in an advisory capacity only with regard to preliminary plans and may provide consultation only on proposals for which preliminary drawings and specifications are furnished by the prospective applicant not less than fifteen (15) days prior to a regular ARC meeting. It shall not participate in the development of the basic concept, plans, or drawings for any prospective applicant. All discussions on preliminary plans shall be held at regular ARC meeting. The purpose of this preliminary review is to assist a prospective applicant before expensive plans are prepared, and this preliminary review shall not be considered a substitute for the application procedure.

(2) Applications. Every application for an ARC permit for any structure whose construction falls within the jurisdiction of the ARC shall be submitted, along with all plans, elevations, detailed drawings, and specifications, to the ARC for its approval before the issuance of an ARC permit. Each application shall be on ARC application forms and shall contain such detailed information as may be reasonably requested from time to time by the ARC.

(3) Meetings. Within fifteen (15) business days after a formal application shall have been submitted to the ARC, a presentation before the ARC shall be held for the purpose of determining whether the proposed structure will conform to the requirements of this Declaration and the Design Standards relating to architectural and land use matters within COUNTRY CLUB OF SUGAR CREEK. At the

presentation, the ARC shall examine the plans and documents submitted with the application and shall hear the applicant and any other persons interested in the application.

(4) Consultants. The ARC and the Board of Directors shall each have the authority to employ architects and other consultants to review ARC permit applications; however neither the ARC nor the Board of Directors shall be obligated to employ such consultants. All costs and expenses incurred in connection with the employment of such architects and consultants shall be deemed to be an expense of the Association and may be payable out of the Association's annual budget or as shall otherwise herein of by the Association be provided.

(5) Approval; Disapproval.

(i) Approval. If, in the judgment of the majority of the members of the ARC present at the meeting, the proposed structure will conform to the requirements of this Declaration and Design Standards relating to architectural and land use matters of COUNTRY CLUB OF SUGAR CREEK; the ARC shall approve the application and deliver the ARC permit to the applicant.

(ii) Disapproval. If in the judgment of a majority of the members of the ARC present at the meeting, the proposed structure will not conform to the requirements of this Declaration and the Design Standards relating to architectural and land use matters of COUNTRY CLUB OF SUGAR CREEK, the ARC shall disapprove the application and specify in writing the facts supporting the decision. The disapproval and supporting statement of facts shall be filed with the Board of the Association and copies shall be delivered to the applicant.

(6) Final Inspection. Once completed, all structures must pass a final inspection by the ARC to ensure that the structure has been constructed in accordance with ARC approved plans and specifications.

(7) Appeals. Any disapproved applicant or Property Owner whose Property Unit fails final inspection may appeal any decision of the ARC to the Board by filing a notice of appeal with the Association within ten (10) business days of the date of the decision of the ARC.

The Board shall hold a hearing on the matter within fifteen (15) business days of the date of the

filing of the notice of appeal with the Board. The Board shall receive information from the applicant or any other interested person and shall either approve or disapprove the decision of the ARC by majority vote of its members attending the meeting. In its review and decision the Board shall apply the then prevailing standards on architectural matters and site planning for COUNTRY CLUB OF SUGAR CREEK.

(8) Enforcement and Review Fees. The Association shall have the authority and standing to enforce in courts of competent jurisdiction any decision of the ARC. The Association is further authorized to establish a reasonable review fee for the purposes of recovering the costs and expenses incurred by the Association in the review process.

(9) Variances. Except as otherwise provided herein, the ARC may grant a variance from the strict letter of the protective restrictions of this Declaration and from the architectural restrictions of the Design Standards in any exceptional case where practical difficulties exist which would impose an undue hardship upon the Property Owner. Any disapproved applicant may appeal any decision of the ARC to the Board and the provisions of Section 5.1.6(7) shall govern the conduct of such an appeal. The ARC shall not grant a variance from Section 6.1(5) nor 6.10 without the written consent of the owner of the Country Club of Sugar Creek Grounds.

5.2 Construction Requirements. All of COUNTRY CLUB OF SUGAR CREEK shall be subject to the following

requirements pertaining to construction:

5.2.1 Occupancy Prior To Completion Of Residence. A Lot Owner may not occupy any residence prior to final completion of all aspects of construction.

5.2.2 Construction Periods. Construction of the Residential Unit must commence within six (6) months of obtaining an ARC permit for construction of such Residential Unit, or the applicant must reapply. The exterior of the residence must be completed within six (6) months after commencement of construction and no building, addition or alteration shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction. The total completion time for residences shall be one (1) year from the issuance of the ARC permit.

5.3 Reconstruction.

5.3.1 Each Property Owner covenants and agrees to maintain each Property Unit in a neat and proper condition and to perform all necessary repairs except where the Association is required to maintain and repairs. Each Property Owner further covenants and agrees to promptly restore, rebuild or replace an or any portion of the Property Owner's dwelling unit and its appurtenances located on a Property Unit when destroyed or damaged by any cause; each Property Owner further covenants that, in order to guarantee performance of this covenant, such Property Owner shall provide and maintain casualty insurance covering the Property Unit and Residential Unit with good and reputable companies in an amount necessary to restore or rebuild the Residential Unit and its appurtenances.

5.3.2 Each individual Property Owner further covenants and agrees that reconstruction shall be in a manner consistent with the then-prevailing Design Standards.

5.3.3 Pursuant to the provisions of Section 5.1.6(9), a variance may be granted by the ARC or the Board of Directors. The procedures and provisions described in Section 5.1.3. Section 5.1.5 and Section 5.1.6 shall govern the variance procedure.

5.4 Security for Damages. The aforesaid to the contrary notwithstanding, the ARC may condition its approval of an application upon Applicant providing adequate security for any damages caused by Applicant, its agents, employees, contractors or subcontractors to any of the roads or streets, common area or other easements for the use and benefit of the property owners or any of same or other property owned by the Association or the Country Club of Sugar Creek Grounds. Such security shall be in an adequate form and amount as shall protect the property owners and Association harmless from reasonably anticipated damages, provided such amount shall not limit the liability of the applicant nor any other person responsible for such damages. Such security less the sum necessary for any damages known shall be released by ARC within thirty (30) days after the final inspection. If such security shall be determined to be inadequate the ARC may demand additional security which shall be provided within 7 days of the demand and if the damages exceed the security provided the additional damages may be recovered as a specific assessment.

ARTICLE VI

PROTECTIVE RESTRICTIONS

All of Country Club of Sugar Creek shall be subject to the following protective restrictions set forth in this Article and such other restrictions as may be otherwise provided herein. The Country Club of Sugar Creek Grounds are subject to only such of these restrictions as shall be expressly applied to it.

6.1 Land Use

(1) No Property Unit shall be used in any manner which violates any of the protective restrictions contained herein.

(2) No structure shall be used for a purpose other than that for which the structure was originally designed without the approval of the Association.

(3) No Property Unit shall be improved, used, occupied other than for residential occupancy.

(4) Not more than one (1) residential unit may be constructed upon a lot.

(5) That part of a lot which shall be subject to any easement in favor of the owner of the Country Club of Sugar Creek Grounds shall not be modified, improved or maintained by the lot owner without the written consent of the owner of the Country Club of Sugar Creek Grounds.

6.2 Building Setback Lines. No building shall be located on any lot nearer than twenty-five feet (25') to the road right-a-way lines, ten feet (10') to the side lot lines, nor fifteen feet (15') to the recreational easement line or rear lot line, whichever is closer. For the purpose of this Section 6.2, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

In the event any person or persons shall own two (2) or more adjoining Lots, such Owner may irrevocably elect to treat such Lots as a single Lot for purposes of determining compliance with the front yard, sideyard, and rear yard restrictions; provided, however, no other residential unit may thereafter be constructed upon either of said Lots. The Lots shall keep all other attributes of separate Lots, particularly for assessment purposes.

6.3 Use of Residential Units. Except as may be otherwise expressly provided in this Declaration, each Residential Unit shall be used for residential purposes only, as a residence for one housekeeping unit operating on a non-profit, non-commercial basis between its occupants.

6.4 No Commercial Activity. No commercial activity of any kind shall be conducted on any Lot other than home professional pursuits without employees other than the Property Owners and their immediate family members, which pursuits shall produce no public visits or non-residential storage, excessive man or trash; nor shall any signs, window displays, or advertising be maintained or permitted on any Lot, structure, or any part of the Common Area relative to any commercial activity or home professional pursuit. Further, no otherwise permitted advertising shall advertise the home professional pursuit, office or business as being within Country Club of Sugar Creek or real estate subject to this Declaration.

6.5 Minimal, Standards For Residential Units.

6.5.1 No residential unit shall be erected upon a lot now or hereafter made subject to this indenture, unless the following minimum gross square feet living space (measured from interior walls) shall be had:

(1) **Single Story:** Minimum one thousand eight hundred fifty (1850) square feet on the main floor.

(2) **Split Level:** Minimum one thousand eight hundred fifty (1850) square feet on main floor.

(3) **Two Story:** Minimum two thousand five hundred (2500) gross square feet, a minimum thereof of one thousand three hundred (1300) gross square feet on the main floor with a minimum of one thousand two hundred (1200) in a second story above the main floor. Each floor shall be fully finished.

(4) **Multi-Story:** Minimum two thousand five hundred (2500) gross square feet, with a minimum of one thousand eight hundred fifty (1850) gross square feet on the main floor, and a second living level above the main floor and shall have finished area of not less than six hundred fifty (650) square feet.

"Main Floor" for the above purposes is defined as that floor closest to but at least seven (7) inches higher in elevation than the surrounding finished grade when viewed from the front of the residence. For the aforesaid purposes, the floor area of the main floor and other floors shall not include porches, basements, garages, patios, and similar such portions of a residential unit. Basement is defined as fifty percent (50%) of that floor immediately below the main floor which is above ground level when viewed from the back or sides of the residence and one hundred percent (100%) of the floor immediately below the main floor which is below ground level when viewed from all sides of the residence.

6.5.2 All residential units must have a solid continuous foundation of either stone, concrete blocks or concrete.

6.5.3 All buildings must have the exterior portions constructed of new material, except that used brick and stone will be permitted.

6.5.4 No auto trailer, house trailer, mobile home, or manufactured home shall be permitted on said lots. No tractors or trucks in excess of 12,000 pounds shall be permitted to be parked on any driveway, lot, street or common area within Country Club of Sugar Creek. Recreational vehicles shall be permitted on said lots, providing they are properly licensed and parked in garages or behind the rear of the residence on said lot.

6.5.5 No earth homes, basement homes or underground buildings shall be permitted.

6.5.6 No wood may be used in the construction of any deck, porch, patio or railing in this subdivision unless it shall have first been pressure treated with preservatives, except that Western Cedar or Cypress may be used.

6.5.7 Garages, all of which shall be 2 car attached, and all other buildings, must be architecturally consistent in design, construction and materials with the residence building, and shall not be less than four hundred fifty (450) square feet in size.

6.5.8 All buildings shall be constructed in conformity with Jefferson County Building Code, which Code shall constitute minimum standards of construction for all buildings within the subdivision.

6.5.9 No building may be occupied on any lot in the subdivision before a Jefferson County "Occupancy Permit" has been issued to the lot owner.

6.5.10 No building shall be erected with a flat roof or false front, unless its architectural design has been approved by the ARC. All roofs must have a minimum pitch of 5/12 and its architectural design must be approved by the ARC.

6.5.11 No roll tarpaper or large sheets of metal shall be used as roofing, or on the outer exposed walls of any building. Roofs must be of an approved shingle type or equal. Residences must have the exterior portions completed, including but not by way of exclusion any necessary painting, before occupancy. "

6.6 Signs. Except as otherwise herein provided, no signs, window displays, or other advertising except "For Sale" signs shall be placed on any Lot, Structure, Common Area without the prior written consent of the Association, except the customary name and address signs attached to the Residential Unit not to exceed twenty-four (24) square inches in size. One "For Sale" or one "For Lease" sign, not to exceed five (5) square feet in size, may be placed on each Lot or Residential Unit for the sole and exclusive purpose of advertising for sale or lease the lot or Residential Unit upon which it is placed. In addition to any "For Sale" or "For Lease" signs, a builder may place one builder's display sign in front of any grouping of display homes constructed by the builder. Such builder's display sign shall conform to the requirements for such signs as promulgated by the ARC. Signs directing traffic to the Country Club of Sugar Creek, which signs shall be located on the Common Area or upon any utility easement, signs indicating display Residential Units, and construction lender signs are excepted from this provision.

6.7 Insurance. Nothing shall be done or kept on any Lot, structure or the Common Area, which shall materially increase the rate of Insurance of the Association. No building or structure shall be used for any purpose other than that for which the building or structure was originally designed and approved by the ARC.

6.8 Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Lots, structures, Residential Units, or Common Area, nor shall anything be done that may be or become a nuisance to the neighborhood in the judgment of the Association. Country Club Land Uses shall not be deemed a nuisance.

6.9 Exterior Lighting. No exterior lighting shall be directed outside the boundaries of a Lot or the Grounds.

6.10 Drainage and Slope Protection. No contours, grades, or slopes which change the flow of drainage, no structure, planting, or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may materially damage or interfere with established slope ratios, create erosion or sliding problems, or change the direction of flow of drainage channels, or obstruct the flow of water through drainage channels. The slope areas of each Lot shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility is responsible.

6.11 Drilling and Quarrying. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon any Property Unit, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Property Unit. No derrick or other structure designed for use in burrowing oil, natural gas, or mineral shall be erected, maintained, or permitted upon any Property Unit.

6.12 Dumping of Trash and Rubbish. No Property Unit shall be used or maintained as a dumping ground for rubbish. Trash, rubbish, garbage, or other waste shall not be kept except in sanitary containers, or other equipment for the storage or disposal of such material, which equipment shall be kept in a clean and sanitary condition. No trash, garbage, rubbish, refuse, debris, trash cans, or trash receptacles of any type shall be stored outside a building, except after sunrise on any day designated for trash pickup, with that trash, garbage, rubbish, refuse, and debris secured within appropriate trash cans or receptacles placed at the street curbing for pickup; provided only that a dumpster may be maintained on the Country Club of Sugar Creek Grounds, in the vicinity of the clubhouse, which dumpster shall be adequately screened. Trash cans or receptacles shall be removed and secured within the building before sundown of the same day.

6.13 Fuel Tanks and Natural Gas. No fuel tanks or large petroleum product containers shall be placed, erected, installed, or constructed on any Property Unit. An underground, enclosed propane tank may be allowed on a Lot with prior written approval of the ARC. Unless a variance shall be granted by the ARC, any and all furnaces or other heating appliances intended to heat 50% or more of any residential unit, excluding any attached or detached garage, basement, screened in porch or patio, shall be fueled by natural gas. If natural gas is not available to the property unit, any alternative source of energy or fuel must be approved by the ARC. Provided, however, nothing herein shall be construed to prohibit the use of wood burning fireplaces, furnaces, stoves or fireplace inserts, nor the use of secondary sources assisting a main furnace(s). Any wood products for burning in any of the aforesaid shall be stored in a reasonable and organized manner and if viewable from the roadway within a proper container designed therefor.

6.14 Temporary Structures. No structure of a temporary character, basement, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any portion of COUNTRY CLUB OF SUGAR CREEK at any time as a residence temporarily or permanently. No outbuildings, detached garages, sheds, barns, shacks, or other structures whether of temporary character or not shall be constructed or maintained on any portion of COUNTRY CLUB OF SUGAR CREEK without prior approval of the ARC.

6.15 Rentals and Boarders. Article XI makes provisions relating to the leasing of Residential Units. Owners shall not have the right to rent rooms, and no "boarders" shall be permitted to reside in Country Club of Sugar Creek. A "boarder" shall include, but not be limited to, a person who resides therein and pays rent or remuneration in kind to the Property Lot Owner or principal occupant; provided, however, that live-in domestic servants shall be permitted and live-in nurses shall be permitted.

6.16 Storage and Parking of Personal Property and Vehicles. Personal property including, without limitations, boats, trailers, campers, commercial vehicles, camper shells, all-terrain vehicles (ATV's) shall not be placed or stored permanently or temporarily in the open on any Lot or Common Area, nor shall they be parked on any street overnight. The Board may cause any item of such personal property to be towed or removed at the Owner's expense.

6.16.1 Recreational vehicles such as motor homes must be stored in an ARC approved carport, inside a garage or behind a natural barrier.

6.16.2 No tractor-trailers shall be placed on any Lot or Common Area.

6.16.3 No commercial vehicles will be allowed unless they are stored in a garage and are not visible to uses of the Country Club of Sugar Creek Grounds and neighboring Lot Owners.

This prohibition shall not apply to temporary parking of trucks or commercial vehicles for pickup or delivery, construction, or other commercial services or for the use of Country Club of Sugar Creek. Pickup trucks and van type vehicles with a capacity of three-quarters (3/4) ton or less shall not be classified as commercial vehicles if used exclusively for private use.

6.16.4 No disabled, unlicensed, or inoperable motor vehicle shall be placed on any Lot or Common Area.

6.16.5 No repairing, body work, painting of any motor vehicles, including passenger cars, except while in an enclosed garage, shall be permitted and only then when the repairing, body work, or painting is occurring to a motor vehicle owned by a resident dwelling on the Lot on which such activity takes place.

6.16.6 No other vehicles shall be parked on any street or roadway within Country Club of Sugar Creek, nor upon any lawn or other area not specifically designated for parking. Driveways and parking areas must be asphalted or concreted as approved by the ARC and gravel drives are prohibited.

6.17 Christmas and Holiday Decorations and Lighting. Christmas decorations and lighting may not be placed upon any Property Unit prior to the weekend prior to Thanksgiving and must be removed by the second weekend after New Year's Day.

6.18 Animals. No livestock or poultry of any kind shall be raised, bred or kept upon or within any Lot. Domesticated dogs, cats, or other household pets may be raised and kept provided they are not kept, bred or maintained for any commercial, breeding or business purpose, and in the judgment of the Board, are not a nuisance to the other residents; and in no event shall more than three (3) such animals be maintained on any Lot. Domesticated dogs, cats, or other household pets must be restrained from running at large and kept at a location not viewable from the roadway.

6.18.1 Any animal off of its Owner's Lot or out of its owner's unit must be leashed.

6.18.2 Any droppings made on COUNTRY CLUB OF SUGAR CREEK by any animal must be cleaned up within a reasonable period of time by the owner of the animal.

6.19 Maintenance. Each Lot Owner shall keep all grass, plantings, and other vegetation on the Owner's Lot neatly cut, trimmed and in healthy condition.

6.19.1 That portion of the Lot in front of the residential unit shall be seeded or sodded except as shall otherwise be landscaped with plantings and no grass therein shall be allowed to grow taller than three inches (3").

6.19.2 No grass, no other grass, nor any weeds, brush, or other vegetation with the exception of plants which require a taller growth, shall be allowed to grow taller than eight inches (8") on any improved or unimproved Lot.

6.19.3 The Association shall have the right to cut any grass which is higher than the permitted by this Section and to charge the expense of such maintenance to the Owner of the unimproved Lot.

6.19.4 Vegetable gardens shall be governed by Rules and Regulations issued by the Board relating to their location, size, and height.

6.20 Indemnification for Actions for Others. Property Owners shall hold the Association and other Owners and occupants harmless from the actions of their children, tenants, guests, pets, servants, employees, agents, invitees, or licensees.

6.21 There shall be no discharge of any firearms permitted within the properties described in these covenants or any other properties made subject to these restrictions.

6.22 No fence, other than a decorative fence, shall extend forward beyond the front end of the residence on said lot; provided, however, decorative fences no higher than four (4) feet may be permitted beyond the front end of said residence on said lot upon approval by the ARC.

6.23 All residential units shall be connected to a public central sewer system. Private sewer systems are prohibited.

6.24 All residences shall be located and situated so that the front of the residence faces a platted building line on the lot upon which the residence is constructed.

6.25 There shall be no more than two entrances from each lot to the platted roads within the subdivision.

6.26 For purposes of these restrictions, any tenant or non-owner occupant of any lot or residence in the subdivision is deemed a lot owner and all of these restrictions shall apply to such tenant or non-owner occupant the same as if such tenant or non-owner occupant was a lot owner, provided, however, that only lot owners shall have voting rights.

6.27 In the event that any Fire Protection District or any political subdivision of the State of Missouri determines that installation of one or more fire hydrants is necessary by reason of development upon any of the lots in this Subdivision, and whether said installation is upon any lot owned by the Grantor or upon any

other Lot in this Subdivision, any and all fees, deposits, charges or construction costs associated with the installation of the aforementioned fire hydrants shall be equally divided among and paid by Grantor and all Lot owners in said subdivision, their heirs, successors and assigns, with Grantor and each such Lot owner bearing such proportion of said cost as the lots owned by them bears to the total number of lots in this subdivision.

6.28 Culverts of sufficient capacity, as determined and approved by the ARC, for the proper drainage of all roads and drives must be installed and maintained by the Property Owner at his expense at all private entrances to his property. The Association shall make suitable arrangements to carry out this purpose if the property owner fails to comply and damage could result to the roads. Any expense incurred by the Association shall be charged to the Property Owner.

6.29 The foregoing covenants and restrictions notwithstanding, Grantor, its successors and assigns, its construction, contractors and subcontractors, and its sales agents, may maintain offices and storage facilities and may advertise using signs in or on any of the property within this subdivision owned by Grantor, its successors or assigns or the Association.

ARTICLES VII

RIGHTS WITHIN COMMON AREA

7.1 Property Owner's Easements of Enjoyment. Every Property Owner, his or her family, and social invitees, shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to such Owner's Property Unit, subject to the following restrictions or reservations:

7.1.1 The right of the Association to establish rules and regulations governing the use of any Common Area;

7.1.2 The right of the Association to borrow money for the purpose of improving any Common Area and mortgaging the Common Area subject to this Declaration and the easement of enjoyment by this Section 7.1.

7.1.3 The right of the Association to suspend any Member's voting rights and such Member's right to use any recreational facilities constructed on the Common Area for any period during which the

assessment or other sums as shall be due against such Member's Property Unit remains unpaid for a period of at least ten (10) days beyond the due date, and for a period not to exceed sixty (60) days for any infraction of the Association's rules and regulations;

7.1.4 The right of the Association at any time and consistent with the then existing zoning ordinances of the County of Jefferson to dedicate or transfer all or any part of any Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board;

7.1.5 The right of the Association to grant to any public utility, with or without payment to the Association, easements for the construction, reconstruction, installation, repair or necessary maintenance of utility lines through or over any portion of the Common Area. The foregoing shall not be construed, however, to permit any such public utility to acquire or damage any improvements situated upon the Common Area, without the payment of damages, if any, to the Association.

7.1.6 The right of the Association to lease or license all or any part of the Common Area to non-Owners and non-residents of COUNTRY CLUB OF SUGAR CREEK.

7.2 Delegation of Use. Any Member may delegate such Member's right of enjoyment of any Common Area to his tenants or contract purchaser(s) who reside in such Member's residential unit; provided that such Member shall file with the Association written evidence of such delegation and any such Member shall not during the period of such delegation thereafter have any of the aforesaid rights.

7.3 Title to Common Area. Grantor may retain title to the Common Area until such time as it has completed improvements on it or until such time as, in the Grantor's opinion, the Association is able to maintain it. Notwithstanding any provision to the contrary, the Grantor covenants that it will convey by quit-claim deed the Common Area to the Association, free and clear of all liens and encumbrances, not later than the termination of the Period of Declarant Control.

7.4 Additional Common Area. The Association may accept real estate, improved or unimproved, located within or contiguous to COUNTRY CLUB OF SUGAR CREEK which upon conveyance or dedication shall be accepted by the Association and shall be maintained by the Association at its expense for the benefit of an of its Members; provided, however, that the Association may not expend funds for the acquisition of additional real estate without prior approval of a majority of the Members of the Association.

7.5 Conveyance or Encumbrance of Common Area. Portions of the Common Area may be conveyed or subjected to a security interest by the Association.

7.5.1 A conveyance or encumbrance of the Common Area does not alter or terminate the easement rights of any party having easement rights under this Article or Articles II and VIII of this Declaration.

7.5.2 A conveyance or encumbrance of the Common Area pursuant to this Section 7.5 does not affect the priority or validity of pre-existing encumbrances.

7.6 Eminent Domain. In the event of a threatened condemnation by any public agency to acquire all or any part of the Common Area for any public purpose during the period this Declaration is in effect, the Board is authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary only the Association need be made a party, and in any event the proceeds received shall be held by the Association for the benefit of the Property Owners. If the Common Area, or any portion thereof, is acquired by condemnation, the award must be paid to the Association.

ARTICLE VIII

MAINTENANCE

8.1 Association Responsibility. The Association is responsible for maintenance, repair and replacement of the Common Area and any improvements therein and all streets and roads, storm drainage easements and improvements, and other easements granted or dedicated by Grantor to the use and enjoyment of the property owners. All expenses incurred by the Association in such activity shall be funded by Association assessments.

8.2 Property Unit Owner's Responsibility. All maintenance of the Lots, and the maintenance, repair and replacement of all structures and other improvements upon the Lots, (except structures or other improvements constructed by the owner of the Country Club of Sugar Creek Grounds) or within the Property Units shall be the sole responsibility of the Property Unit Owner who shall perform such maintenance, repair and replacement in a manner consistent with the standards of this Declaration.

8.3 Owner's Failure To Comply. In the event the Association determines that any Property Unit Owner has failed to maintain the structures and grounds of the Owner's Property Unit in a neat and attractive manner consistent with the provisions of this Declaration, the Association, except in the event of an emergency situation, shall give the Property Owner written notice of the Association's intent to provide the necessary maintenance, repair, or replacement, at the Property Owner's sole cost and expense. The notice shall state with reasonable particulars the maintenance, repairs, or replacements deemed necessary. The Property Owner shall have thirty (30) calendar days within which to complete the maintenance, repair, or replacement; or in the event that such maintenance, repair, or replacement is not capable of completion within the thirty (30) calendar day period, to commence such work, which shall be completed within a reasonable time as established by the Association. One letter per violation will be issued and will cover any continuation of that violation. In the event public safety may be threatened, the Association may take remedial action immediately without giving the thirty (30) calendar days notice.

Each Property Owner covenants and agrees that, if he fails to comply with the provisions of this Declaration, then the Association shall have the right, without being deemed guilty of trespass, to enter upon the Property Unit to provide any maintenance, repair, or replacement at the Property Owner's sole cost and expense. Any cost and expenses incurred by the Association shall constitute a specific assessment and shall be paid to the Association upon demand, and if not paid within fifteen (15) days after demand, shall be deemed to be delinquent and collectible; this specific assessment shall become a lien against the Property Unit and enforceable as is provided in Article IV. This right of the Association does not extend to the Grounds, as is indicated in Section 2.7.

ARTICLE IX

INSURANCE

9.1 Authority. The Board or its duly authorized agent shall have the authority to and may, in its sole discretion, obtain insurance of such types, and such amounts, and upon such terms and conditions as to the Board shall seem reasonable, including but not by way of exclusion, casualty insurance, public liability insurance, and directors and officers liability insurance.

9.2 Insured. All insurance coverage obtained by the Board shall be written in the name of the Association.

9.3 Non-Contributory. In no event shall the insurance coverage obtained and maintained by the Association be brought into contributions with insurance purchased by Property Unit Owners, occupants, or their mortgagees.

9.4 Individual Insurance. By virtue of taking title to a Property Unit subject to the terms of this Declaration, each Property Owner covenants and agrees with all other Property Owners and with the Association that the Association has no responsibility to provide liability of casualty insurance nor insurance of any other type upon any Property Unit and that each Property Owner shall carry such insurance at his own expenses.

ARTICLE X

LEASE RESTRICTIONS

Each Residential Unit Owner shall have the right to lease that Owner's Residential Unit subject to the following requirements:

10.1 Lease Provision. Every lease shall be in writing and shall expressly provide that it is and shall remain subject to all provisions of this Declaration. The written lease shall incorporate this Declaration and the Bylaws and the Rules and Regulations by reference and shall provide that a violation of this Declaration, the Bylaws, or the Rules and Regulations shall give the Board the right to terminate the lease.

10.2 Minimum Duration. Every lease shall have a minimum initial and renewal term(s) of six (6) months each and no lease shall be on a month-to month or hold-over basis.

10.3 Board as Agent. A copy of any lease and any amendments to it must be submitted by the Residential Unit Owner to the Association promptly after execution. The Board shall have all the same rights stated in this Declaration in dealing with any tenant, as it would have the respect to a Residential Unit Owner.

10.4 Use of Common Area. Upon the leasing of a Residential Unit or entering into a contract for deed, the Residential Unit Owner shall no longer be entitled to use the Common Area or the membership rights (if any) of the Residential Unit at the Country Club of Sugar Creek. Such rights shall be deemed to have been transferred to the tenant or the contract purchaser for the duration of the lease or contract for deed. Notwithstanding the foregoing, every Owner shall remain primarily responsible for such Owner's obligations under this Declaration, including, without limitations, payment of all assessments.

ARTICLES XI
APPLICATION OF THIS DECLARATION,
REMEDIES AND ENFORCEMENT

11.1 All Owners, builders and persons and entities providing construction or development services, residents, tenants, trustees, mortgages, guests, invitees, contract vendees and occupants of Lots and Residential Units shall comply with this Declaration and the Design Standards. The acceptance of a deed, the exercise of any incident of ownership, the entering into a lease, the entering into possession, the entering into a construction, development or other agreement providing for the erection of any improvement on any part of COUNTRY CLUB OF SUGAR CREEK, or the entering into occupancy of a Residential Unit constitutes agreement that the provisions of this Declaration and the Design Standards are accepted and ratified by such Owner, builders and persons and entities providing construction or development services, resident, tenant, trustee, mortgagee, guest, invitee, or occupant. All provisions of this Declaration are covenants running with the land and shall bind any persons having at any time an interest or estate in such Lot.

The acceptance of a deed, the exercise of any incident of ownership, the entering into a lease, or the use of any of the facilities on the Country Club of Sugar Creek Grounds operated as The Country Club of Sugar Creek constitutes agreement that those provisions of this Declaration which apply to those Country Club of Sugar Creek Grounds are accepted and ratified by such Owner, builders and persons and entities providing construction or development services, tenant, mortgagee, guest, invitee, or user. The provisions of this Declaration are covenants running with the land and shall bind any persons having at any time an interest or estate in such Grounds.

11.1.1 This declaration shall fully apply to the Country Club of Sugar Creek Grounds except that Articles IV, XI and Sections 2.6, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.10, 6.15, 6.16, 6.17, 6.19, 6.20, 6.22, 6.23, 6.24, 6.25, 6.27, 8.3 shall not so apply so long as such Grounds are used for country club, golf course or similar recreations purposes; provided, however, the Grounds shall have the benefits of all the aforesaid Articles and Sections and the aforesaid to the contrary notwithstanding, section 4.11.2 of this Declaration shall apply to the Country Club of Sugar Creek Grounds.

11.2 The Grantor, the Association, or any Property Owner shall have the following rights and remedies, which are cumulative and non-exclusive:

11.2.1 To enter upon the lot which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the owner of said lot, any structure, thing or condition that may exist hereon contrary to the intent and meaning of the provisions hereof, and the Grantor, its successors, or assigns, or its agents, or the Trustees, directors, or property owners association shall not thereby be deemed guilty in any manner of any trespass.

11.2.2 To institute appropriate legal proceedings, either at law or in equity, to enforce, to enjoin, abate or remedy all restrictions, conditions, covenants, reservations, liens, and charges now or later imposed by the provisions of this declaration, including the right to a mandatory injunction of the court ordering action by the violating owner.

11.2.3 To have and collect from the violating property unit, Property Owner, and all other persons subject to this Declaration all costs and expenses, including a reasonable attorney's fee, incurred by the Grantor, its agents, successors, or assigned, or the association in enforcing the restrictions herein. The Board may assess a specific assessment against the Property Unit or the Property Unit Owner, or both, for all such expenses, which shall bear interest at ten percent (10%) per annum. Such specific assessment shall be a lien against the property unit as hereinabove provided which shall be enforceable and governed by Article IV of this Declaration.

11.2.4 To proceed in such manner as shall otherwise be provided in these Restrictive Covenants of COUNTRY CLUB OF SUGAR CREEK.

11.2.5 Suspension of Rights. The Board may suspend all voting rights and rights to use the Common Area and recreational facilities (if any) or any Property Owner, his successor, assignee, delegatee or licensee, and all of them for any period during which any assessment against such property unit remains unpaid, or during the period of any continuing violation of the provisions of this Declaration or the Bylaws or the Rules and Regulations. Suspension shall commence when declared by the Board and shall last for a period of time not to exceed thirty (30) days after the violation has been cured.

11.3 Fines. The Board may by resolution levy a fines not exceeding Fifty Dollars (\$50.00) per day upon property unit for the continuing violation of this Declaration, the Design Standards, the Bylaws or the rules and regulations by the Property Owner, the Property Owner's successor, assignee, delegatee, licensee or such other occupant of the Property Unit or such other person as shall be subject hereto. For the purpose hereof a continuing violation shall include, but not by way of exclusion, any violation for a period of fifteen (15) days after written notice to such person has been provided by the Board. Such fine shall only be imposed in accordance with the procedures adopted in the Bylaws. The fine, together with any interest thereon and all costs of recording or assessing or collecting same, including a reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon the property until such lien is paid. Such lien shall be enforceable and governed by Article IV of this Declaration and treated as a specific assessment.

11.4 Cumulative Remedies. The aforesaid and such other rights and remedies provided in this Declaration shall be in addition to such other claims, rights, causes of action as shall be available to all of the aforesaid beneficiaries hereto and all of same shall be cumulative and not exclusive.

ARTICLES XII

DEVELOPMENT RIGHTS PROVISIONS

12.1 The Development Rights of the Grantor have been defined in Section 1.10.

12.2 With respect to the Development Right to maintain sales offices, management offices, and signs advertising COUNTRY CLUB OF SUGAR CREEK and models, any Grantor may maintain sales offices, management offices, and models in Property Units owned by such Grantor. There is no limitation on the number, location, or relocation of them; any models must meet the architectural restrictions of the Declaration and the Design Standards and receive a permit from the ARC. Signs advertising COUNTRY CLUB OF SUGAR CREEK may be erected by Grantor anywhere within COUNTRY CLUB OF SUGAR CREEK, including the Common Area. Such signs need not receive a permit from the ARC.

12.3 Transfer of Development Rights.

12.3.1 Development Rights may be voluntarily transferred by an instrument evidencing the transfer recorded in the records of the Recorder of Deeds of Jefferson County, Missouri. The instrument is not effective unless executed by the transferee.

12.3.2 Upon voluntary transfer of the Development Rights, the liability of the transferor Grantor is as follows:

(1) The transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon it by law or by contract.

(2) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon it by law or by contract.

12.3.3 In case of foreclosures of a security interest, sale by a trustee under an agreement creating a security interest, tax sale, judicial sale, or sale under bankruptcy code or receivership proceedings, or any interest in COUNTRY CLUB OF SUGAR CREEK owned by a Grantor;

(1) That Grantor ceases to have any Development Rights; and

(2) The Development Rights stated in Section 1.10 terminate as to such transferee unless the judgment or instrument conveying title provides for transfer of an development rights held by that Grantor to the successor Grantor.

12.3.4 The liabilities and obligations of a person who succeeds to Development Rights are as follows:

(1) A successor to any Development Right is subject to the obligations and liabilities imposed by this Declaration on his transferor other than:

(i) misrepresentations by any previous Grantor;

(ii) warranty obligations on improvements made by any previous Grantor

(iii) breach of any obligation (regardless of when such breach may occur) by any previous Grantor or its appointees to the Board; or

(iv) any liability or obligation imposed on the transferor Grantor as a result of the transferor's acts of omissions before or after the transfer.

ARTICLE XIII

GENERAL PROVISIONS

13.1 Captions. The captions contained in this Declaration are inserted as a matter of reference only, and in no way limit or otherwise affect the scope, meaning or effect of any provision hereof.

13.2 Conflicts. If there is any conflict between the provisions of this Declaration, the Articles, the Bylaws, the Design Standards, or any of the Rules and Regulations adopted pursuant to the then terms of such documents, the provisions of the document earlier mentioned in this sentence shall govern.

13.3 Duration. The covenants and restrictions of the Declaration shall run with and bind all the property in COUNTRY CLUB OF SUGAR CREEK, and shall inure to the benefit of and shall be enforceable by the Declarant, the Association or the Owner of any Property Unit subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-one (21) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by not less than sixty-seven percent (67%) of the Property Unit Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to amend these covenants and restrictions, in whole or in part, or to terminate the same.

13.4 Ordinance Compliance. Notwithstanding any other provisions contained in this Declaration, the Board shall make suitable provisions for compliance with all subdivision and other ordinances of the County of Jefferson, Missouri.

13.5 Amendment.

13.5.1 Grantor reserves the right to amend this indenture, either by increasing or decreasing the burdens upon the property, without the consent or action of any other property unit owner or other person having any interest in a property unit subject to the indenture, during the period of Grantor control.

13.5.2 After the period of Grantor control, Articles III, VI, IX, XII and XIII, inclusive, of this Declaration may be amended and modified in any uniform manner, either to increase or decrease the burdens upon the property, by an instrument in writing executed by the then record owners of sixty-seven percent (67%) of the property units subject to this Declaration, including those owned by the Grantor. So

long as Grantor owns any property unit subject to this Declaration, the Declaration may not be amended or modified in any manner without Grantor's approval.

13.5.3 Any such amendment or modification shall be filed of record in the Office of the Recorder of Deeds of Jefferson County, Missouri before it shall be deemed effective.

AMENDMENTS TO RESTRICTIVE COVENANTS

COUNTRY CLUB OF SUGAR CREEK

Recorded in Book 625 page 500 - 501 May 1994

ARTICLE IV - ASSESSMENTS & COLLECTIONS

Paragraph 4.2.1A Added after the word "Budget" - *the minimum annual assessment will be \$100/Lot;*

Recorded in Book 705 page 1506 February 1996

At the end of the 1st page the last sentence should read:

All Improvements situated within COUNTRY CLUB OF SUGAR CREEK shall be held, sold and conveyed

subject to these covenants, conditions and restrictions stated in this declaration.

Recorded in Book 730 page 2417 August 1996

Amended As Follows:

The Subdivision known as "The Greens of Sugar Creek" recorded In Book 146 Page 28 will be subject to these restrictions and except that paragraphs 6.5.1 & 6.5.7 will be deleted and shall not apply to "The Greens".

Recorded in Book 786 page 1116 August 1997

Amended As Follows:

The Subdivision known as "The Greens Of Sugar Creek, Plat II" recorded in Book 156 Page 22 will be subject to these restrictions and except that paragraphs 6.5.1 & 6.5.7 will be deleted and shall not apply to "The Greens of Sugar Creek, Plat II".



This website was created by Vicky Morris for the CCSCPOA
 <mailto:ccscwebster@hotmail.com>

Problems with this website? Contact

