

h) "Duplex" shall mean a residential building arranged, intended and designed for occupancy by two (2) families in two separate living units (i.e., two separate units).

on any lot, without the prior written consent of the Architectural Control Committee.

5. No Building shall be permitted on any lot, unless the roof contains a pitch which shall not be less than five (5) inches of vertical drop for each twelve (12) inches of roof "run", except the restrictions of this paragraph shall not apply to a porch roof.

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

Dome houses or earth-contact houses or other unconventional housing is prohibited. No home shall be constructed with a flat-type roof design.

6. No dog house, dog pen or dog run may be constructed upon any lot without the prior written consent of the Architectural Control Committee.

7. A modular manufactured or prefabricated dwelling may be permitted subject to the prior written consent of the Architectural Control Committee and solely at the discretion of the Architectural Control Committee.

8. No exterior wood stove or exterior heating stove shall be permitted exterior to the Building on any lot without the prior written consent of the Architectural Control Committee.

9. No propane tank shall be permitted on any Lot unless the same is placed behind the dwelling on the Lot and unless the location of the same is approved in writing by the Architectural Control Committee.

10. No clotheslines shall be permitted on any lot unless and until approval of same in writing by the Architectural Control Committee.

11. No above ground swimming pool shall be permitted on any Lot unless and until approval of same in writing by the Architectural Control Committee.

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

13. No temporary structure, basement, tent shack, trailer, or mobile home shall be used on any Lot at any time as a residence, either temporary or permanent, EXCEPT during the construction phase as detailed in Paragraph 22, hereinbelow.

14. No animals, livestock, poultry or reptiles of any kind shall be raised, kept or bred on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Pets may only be kept within the subdivision so long as they do not create a nuisance; for purposes of this paragraph, any dog kept within the subdivision which by continual barking, howling or yelping, shall annoy any residents of the

subdivision, is hereby declared a nuisance; and every dog, while running at large within the subdivision which shall habitually engage in fights with other dogs on the streets, roadways, sidewalks, or the lots in this subdivision, to the annoyance of any residents of the subdivision, is likewise declared a nuisance.

15. No pet shall be permitted to run at large off the premises of a Lot unless either such pet is on a leash and under the control of a competent person or such pet is under the control of a competent person and is obedient to the command of such person.

16. No sewage disposal system of any kind shall be permitted on any Lot unless the same complies with all rules, regulations, ordinances and laws applicable to the same and only upon the written consent and at the discretion of the Architectural Control Committee.

17. No sign of any kind shall be displayed to the public view upon any Lot except (a) signs used to advertise the property for sale or rent shall be permitted, and (b) the undersigned may maintain development and constructions signs on the lots owned by the undersigned until the undersigned has sold all of the aforesaid lots.

18. No lot shall be used or maintained as dumping ground, and junk, rubbish, trash, garbage or other waste shall not be kept on the premises of any lot except in sanitary containers. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Furthermore, all sanitary containers shall be kept from view by the general public and by neighbors except the day or days during the week when trash collection is made.

19. No grass, weeds or other vegetation of excessive height shall be permitted upon any lot, regardless of whether or not any improvements may have been constructed thereon, and the lot owner shall cause the grass and weeds to be properly mowed to a height of six (6) inches or less and any shrubbery upon shall be kept neatly trimmed.

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

21. No building shall be erected, placed or altered on any property in this subdivision until the construction and building plans, specifications, exterior color scheme and location of the building with respect to existing topography and finished ground elevations, location on the lot with reference to side and front building lines, materials, harmony of external design with existing structures have been approved in writing by the Architectural Control Committee.

22. The outside of all buildings (including excavations) shall be completed within eight (8) months after construction is started.

23. No electrical wire, telephone wire or cable television wire may be installed above the

ground on any lot, except the wires and facilities of the provider of the electrical service, telephone service and/or cable television service may be installed above the surface of the ground if consented to in writing by the Architectural Control Committee.

24. No partially dismantled, non-operating, wrecked, junked or discarded vehicle or equipment of any kind shall be permitted to remain upon any lot or upon any roadway area adjacent to a lot. Only private passenger cars, pickup trucks, campers and recreational trailers and vehicles, motorized homes, boats and closed van-type trucks rated less than two tons may be parked on the lots within the subdivision; parking of other vehicles of any kind is prohibited, unless prior approval is obtained from the Architectural Control Committee. Storage of all vehicles of any type on a lot is prohibited without the written consent of the Architectural Control Committee.

25. All residences constructed upon any lot shall be placed a distance of at least twenty-five feet (25 feet) from the front property line facing the street, such distance being measured from the porch or closest projection of the residence to the front of the property line. All residences must be placed at least ten (10) feet from each side yard boundary line and twenty-five feet (25 Feet) from the rear lot boundary line. The front property line of the corner lot(s) shall be designated by the Architectural Control Committee.

ARCHITECTURAL CONTROL

26. No dwelling, building, fence, wall, exterior light pole, satellite dish, gazebo or other structure or improvement shall be erected, constructed, placed, altered or maintained on any lot, unless the plans and specifications therefore have been approved in advance, in writing, by the Architectural Control Committee hereinafter described. The person proposing or desiring to do any of the foregoing shall submit plans and specifications for the same to the Architectural Control Committee and shall receive a written receipt for the same by not less than one (1) member of the Committee, and said plans and specifications shall include the following:

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

All of the above documents must be submitted to the Architectural Control Committee.

If fewer than all of the documents hereinabove described are presented to the Architectural Control Committee, then the submission shall be deemed to be incomplete, and need not be considered by the Architectural Control Committee. The Architectural Control Committee shall not be required to act until it has received a complete submission, including all of the documents hereinabove described and such documents must at least do the following:

- i) Show the architectural elevations of all of the improvements;
- ii) Contain site plans, which show the site location of the dwelling, building, or improvements;

- iii) Show and describe, in detail, exterior finish materials for the dwelling, building, or improvements;
- iv) Show or describe in detail landscaping, including locations, types and sizes of landscaping material;
- v) Show all exterior dimensions;
- vi) Contain all other data reasonably deemed necessary by the Architectural Control Committee so that the Architectural Control Committee can reasonably make a determination as to whether said dwelling, building or improvement is compatible with surrounding structures, topography, and with other dwellings, buildings and improvements subject to these Covenants and with the existing character of the neighborhood, and with the character of the neighborhood planned by the Architectural Control Committee.

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

Two (2) copies of all plans and specifications hereinabove described shall be submitted to the Architectural Control Committee, which shall be entitled to retain one copy thereof following its approval, so as to enable the Architectural Control Committee to monitor compliance with the plans and specifications approved by it. Determinations of the Architectural Control Committee shall be made by it, in its sole, absolute, unlimited and unmitigated discretion. No requirement of reasonableness on the part of the Architectural Control Committee shall be deemed to be expressed or implied. All determinations of the Architectural Control Committee shall be binding and absolute. In any event, the Architectural Control Committee shall not be required to approve any dwelling, building, fence, wall, exterior light pole, satellite dish, gazebo or other structure or improvement or addition to, or change to, or alteration upon (or change in exterior materials), unless such Architectural Control Committee, in its sole, absolute, unlimited and unmitigated discretion finds that the plans and specifications show that same would be in harmony with the location therefor, and with the site therefor, and with the surrounding structures and topography, and that same would be in keeping with the general scope and character of the existing neighborhood, and with the existing and contemplated structures to be located thereon, and that same would be of at least the same quality as the then existing structures located on lots subject to these Covenants, and that same would be of at least the same quality as the average of the quality of the existing structures then located on lots subject to these Covenants and of the structures which the Architectural Control Committee anticipates will be placed on the lots

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

____ Rodney Glenn _____
____ Jimmy Glenn _____

Seven (7) years after the date of this document or after the undersigned have sold and conveyed title to eighty percent (80%) or more of the lots subject to the provisions of this document (being the above described lots and any other lots hereafter subjected to the provisions of this document), whichever is later, the Architectural Control Committee shall be elected by the owners of all of the lots subject to these Restrictive Covenants with the owners of a lot having one (1) vote for each lot owned. The new Committee shall be composed of three (3) members, with one member elected for a term of one (1) year, one member for a term of two (2) years and one member for a term of three (3) years, and then each year thereafter as the term of a member expires one member shall be elected annually on the first Monday of May to serve for a period of three (3) years. A member of the new Committee must be an owner of a lot subject to these

Restrictive Covenants. In the event of the death, resignation or disqualification of any member of the new Committee or of any Committee elected thereafter, the owners of the lots subject to these Restrictive Covenants shall elect a successor Committee member voting as above-mentioned. Any lot owner may call a meeting of the owners of the lots subject to these Restrictive Covenants for the purpose of electing the new Committee and for the purpose of electing a new committee member in the event of the death, resignation or disqualification of any member of the Committee.

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

The Architectural Control Committee shall have the authority to interpret the provisions of these restrictions in the event a dispute exists in regard to the interpretation of the provisions of these restrictions.

The Architectural Control Committee, and the members thereof, shall be exempt from, and shall not be liable for, any claims, actions, causes of action, demands, losses, suits, liabilities or expenses of any kind, nature or description whatsoever, so long as they act in good faith. The sole rights of any party seeking relief against the Architectural Control Committee or a member of the Architectural Control Committee shall be to seek an order of a court or of a tribunal of appropriate jurisdiction, requiring that the Architectural Control Committee or any member thereof take an action which the petitioning party deems to be legally required of the Committee or such member.

MODIFICATION

29. These covenants and restrictions and the provisions contained herein may hereafter be amended, modified or abrogated upon the written declaration and agreement of (a) both the undersigned or the assignees of the rights of the undersigned as Developer hereunder, and (b) the owners of two-thirds (2/3) of the lots then subject to this document; provided, however, that such amendment may only occur after either the undersigned or the assignee of the rights of the undersigned as Developer cease to own eighty percent (80%) or more of the lots subject to the provisions of this document or the end of seven (7) years after the date of this document, whichever is later. At the later of such time as the Developer hereunder shall cease to own ninety percent (90%) or more of the lots subject to the provisions of this document or the end of seven (7) years after the date of this document, these covenants and restrictions may be amended, modified or abrogated by a two-thirds (2/3) vote of the owners of the lots then subject to this document. Each lot shall have one (1) vote for each lot owned in any vote taken to amend, modify or abrogate the covenants and restrictions and provisions contained herein.

30. These covenants and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-one (21) years from the date of recording of these restrictions. After recording, the restrictions and covenants shall automatically be extended for successive periods of twenty-one years unless an instrument signed by a majority of the then owners of the lots in GREENWOOD HILLS SUBDIVISION subject to

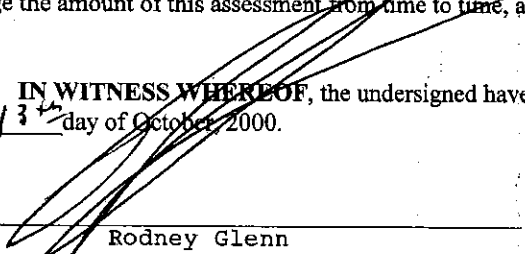
these restrictive covenants and all annexations thereto, has been recorded agreeing to change such period of time. If any of the owners of the lots in GREENWOOD HILLS SUBDIVISION subject to these restrictive covenants and all annexations thereto or their heirs, representatives, assigns, tenants, or lessees shall violate or attempt to violate any of these restrictions, an action may be brought by any owner of any lot in GREENWOOD HILLS SUBDIVISION subject to these covenants and all annexations thereto, to restrain such violation. The person bringing the action shall be entitled to recover his costs and attorney fees in securing the compliance of any offender of these restrictions if successful in the litigation. Delay in bringing an action to enforce the restrictions above noted will not constitute a waiver of the right of any owner.

31. The owner(s) of record for each lot subject to these restrictive covenants shall be a member of the Greenwood Hills Homeowner's Association, Inc. Each lot subject to these restrictive covenants shall be allowed one (1) vote in all decision-making matters within the authority of the Greenwood Hills Homeowner's Association, Inc. In the event two (2) or more persons are the owners of record of any lot subject to these restrictive covenants the one (1) vote allowed each lot for all decision-making matters within the authority of Greenwood Hills Homeowner's Association shall be divided in equal parts among the record owners and each record owner shall be entitled to vote their respective percentage vote.

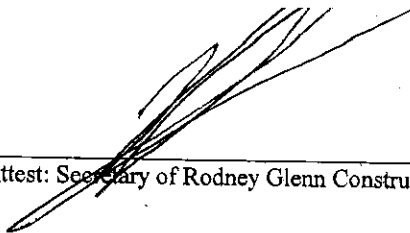
32. Each lot subject to these restrictions shall pay to Greenwood Hills Homeowner's Association, Inc. an assessment of twelve and 50/100 dollars (\$12.50) per month on the first day of each month for maintenance and operation of the common sewage treatment plant, which maintenance charge shall commence at the time of initial hook-up to the sewage treatment plant and to continue until the earlier of the complete removal of the home located on the lot or the removal of the common sewage treatment plant. The Greenwood Hills Homeowner's Association, Inc. shall have the authority to change the amount of this assessment from time to time, as it deems necessary and appropriate.

33. Each lot subject to these restrictions, with a habitable dwelling thereon, shall pay to Greenwood Hills Homeowner's Association, Inc. an assessment of fifty and 00/100 dollars (\$50.00) per year for maintenance of roadways within the subdivision, which maintenance charge shall commence at such time as a habitable dwelling is in place on any given lot subject to these restrictions. The Greenwood Hills Homeowner's Association, Inc. shall have the authority to change the amount of this assessment from time to time, as it deems necessary and appropriate.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed this 13th day of October, 2000.


Rodney Glenn

Rodney Glenn Construction, Inc. By: its President, Rodney Glenn


Attest: Secretary of Rodney Glenn Construction, Inc.: Rodney Glenn

(Corporate Seal)

STATE OF MISSOURI

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COUNTY OF BOONE

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On this 13th day of October, 2000, before me personally appeared Rodney Glenn as President and Secretary of Rodney Glenn Construction, Inc., a Missouri corporation authorized to conduct business in the state of Missouri, known to me to be the person or persons described in and who executed the foregoing instrument, and acknowledged that said persons or persons executed the same as the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Ashland, Missouri, the day and year first above written.


Mark D. Wilson
Notary Public: Mark D. Wilson

My commission expires: _____

**MARK D WILSON
NOTARY PUBLIC STATE OF MISSOURI
BOONE COUNTY
MY COMMISSION EXP. JUNE 26, 2003**



EXHIBIT "A"

Tract. 1:

All of Lots Numbered 5, 9, 10, 11 and 12 in Greenwood Hills Subdivision, a subdivision in the Southwest Quarter of Section Thirty-six (36), Township Forty-seven (47), Range Ten (10) in Callaway County, Missouri, as shown by plat recorded in Plat Book 6 at pages 78 and 79, Records of Callaway County, Missouri.

✓ Tract 2:

All of Lots Numbered 17, 18, 19, 20, 25, 26 and 28 in Greenwood Hills Subdivision, a subdivision in the Southwest Quarter of Section Thirty-six (36), Township Forty-seven (47), Range Ten (10) in Callaway County, Missouri, as shown by plat recorded in Plat Book 6 at pages 78 and 79, Records of Callaway County, Missouri.

EXCEPT that part conveyed to Grady Horne and wife by instrument recorded in Book 237 at page 228, Records of Callaway County, Missouri.

FURTHER EXCEPT that part, if any, conveyed to the State of Missouri for Highway Purposes by instruments recorded in Books 234 at page 737 and 236 at page 209, Records of Callaway County, Missouri.

J Tract 3:

All of Lots Numbered 33, 35, 36, 45, 46, 47, 48, 49, 50, 51, 52 and 53 in Greenwood Hills Subdivision, a subdivision in the Southwest Quarter of Section Thirty-six (36), Township Forty-seven (47), Range Ten (10) in Callaway County, Missouri, as shown by plat recorded in Plat Book 6 at pages 78 and 79, Records of Callaway County, Missouri.

EXCEPT that part, if any, conveyed to the State of Missouri for Highway Purposes by instruments recorded in Books 234 at page 737 and 236 at page 209, Records of Callaway County, Missouri.

✓ Tract 4:

All of Lots Numbered 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83 and 84, in Greenwood Hills Subdivision, a subdivision in the Southwest Quarter of Section Thirty-six (36), Township Forty-seven (47), Range Ten (10) in Callaway County, Missouri, as shown by plat recorded in Plat Book 6 at pages 78 and 79, Records of Callaway County, Missouri.

EXCEPT that part conveyed to the State of Missouri for Highway Purposes by instruments recorded in Books 234 at page 737 and 236 at page 209, Records of Callaway County, Missouri.

Tract 5:

All of Lots Numbered 93, 94, 95, 96, 105, 106, 107 and 108 in Greenwood Hills Subdivision, a subdivision in the Southwest Quarter of Section Thirty-six (36), Township Forty-seven (47), Range Ten (10) in Callaway County, Missouri, as shown by plat recorded in Plat Book 6 at pages 78 and 79, Records of Callaway County, Missouri.

✓ Tract 6:

All of Lots Numbered 117, 118, 119, 120, 129, 130, 131, 132 and 133 in Greenwood Hills Subdivision, a subdivision in the South-west Quarter of Section Thirty-six (36), Township Forty-seven Range Ten (10) in Callaway County, Missouri, as shown by plat recorded in Plat Book 6 at pages 78 and 79, Records of Callaway County, Missouri.

Tract B:

All of Lots Numbered 109, 110, 111, 112, 113, 114, 115, 116, 121, 122, 123, 124, 125, 126, 127 and 128 in Greenwood Hills Subdivision, a subdivision in the Southwest Quarter of Section Thirty-six (36), Township Forty-seven (47), Range Ten (10) in Callaway County, Missouri, as shown by plat recorded in Plat Book 6 at pages 70 and 79, Records of Callaway County, Missouri.

Tract 9:

Tract 9:

All of Lots Numbered 85, 86, 87, 88, 89, 90, 91, 92, 97, 98, 99, 100, 101, 102, 103 and 104 in Greenwood Hills Subdivision, a subdivision in the Southwest Quarter of Section Thirty-six (36), Township Forty-seven (47), Range Ten (10) in Callaway County, Missouri, as shown by plat recorded in Plat Book 6 at pages 78 and 79, Records of Callaway County, Missouri.

Tract 10:

All of Lots Numbered 54, 55, 56, 57, 58, 59, 70, 71, 72 and 73 in Greenwood Hills Subdivision, a subdivision in the Southwest Quarter of Section Thirty-six (36), Township Forty-seven (47), Range Ten (10) in Callaway County, Missouri, as shown by plat recorded in Plat Book 6 at pages 78 and 79, Records of Callaway County, Missouri.

Tract 11:

Tract 11:
All of Lots Numbered 29, 30, 31, 32, 41, 42, 43 and 44 in Green-
wood Hills Subdivision, a subdivision in the Southwest Quarter
of Section Thirty-six (36), Township Forty-seven (47), Range Ten
(10) in Callaway County, Missouri, as shown by plat recorded in
Plat Book 6 at pages 70 and 79, Records of Callaway County,
Missouri.

Tract 12:

Tract 12:
All of Lots Number 6 and 7 in Greenwood Hills Subdivision, a subdivision in the Southwest Quarter of Section Thirty-six (36), Township Forty-seven (47), Range Ten (10) in Callaway county, Missouri, as shown by plat recorded in Plat Book 6 at pages 70 and 79, Records of Callaway County, Missouri.

Ttact 13:

All of Lots Numbered 15, 16, 22, 23 and 24 in Greenwood Hills Subdivision, a subdivision in the Southwest Quarter of Section Thirty-six (36), Township Forty-seven (47), Range Ten (10) in Callaway County, Missouri, as shown by plat recorded in Plat Book 6 at pages 78 and 79, Records of Callaway County, Missouri. Also all of Lot Numbered Fourteen (14) in Greenwood Hills Subdivision in the Southwest Quarter of Section Thirty-six (36), Township Forty-seven (47), Range Ten (10) in Callaway County, Missouri as shown by plat recorded in Plat Book 6 at pages 78 and 79, Records of Callaway County, Missouri, EXCEPT the following: Beginning at the Northeast corner of said Lot 14; thence South 25 feet to the North line of said Lot 14; Drive; thence West on the North line of said North Greenwood Drive 50 feet to the Northwest corner of the intersection of Greenwood Drive and North Greenwood Drive; thence North 25 feet to a point on the South line of Lot 13 in Greenwood Hills Subdivision; thence East 50 feet along the South line of said Lot 13 to the point of beginning.

STATE OF MISSOURI,

County of Callaway

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IN THE RECORDER'S OFFICE

I, Kenneth Dillon, Recorder of said County, do hereby certify that the within instrument of writing, was, at 10 o'clock and 00 minutes, P.M., on the 13 day of October, A.D. 2000 duly filed for the record in my office, and is duly recorded in the records of this office, in Record Book 358 at page 133.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Fulton, Mo.

Kenneth Dillon

Recorder

By:

Deborah Zerr

Deputy