



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WOOD ACRES AIRPARK (03/25/2004)
AND
WOOD ACRES AIRPARK-PHASE 2 (AMENDED 10/08/2009)**

Grantor: John P. Richardson and Jeff M. Richardson
Grantee: John P. Richardson and Jeff M. Richardson
Grantee's Mailing Address: 2209 Old Jacksonville Road, Springfield, IL 62704
Date: July 15, 2021

Legal Description Contained on pages 47 and 48 of this document

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WOOD ACRES AIRPARK (03/25/2004)
AND
WOOD ACRES AIRPARK-PHASE 2 (AMENDED 10/08/2009)

TABLE OF CONTENTS:

ARTICLE 1: RECITALS...6
1.1 Property Covered...6
1.2 Residential Development...6
1.3 Purpose of Declaration...6
ARTICLE 2: DECLARATION...6
ARTICLE 3: DEFINITIONS...7
3.1 Additional Properties...7
3.2 Aircraft Storage Space...7
3.3 Airpark...7
3.4 Architectural Control Committee...7
3.5 Assessments...7
3.6 Association...7
3.7 Association Manager...7
3.8 Association Rules...7
3.9 Board...8
3.10 Common Area...8
3.11 Certificate of Occupancy...8
3.12 Declarant...8
3.13 Declaration...8
3.14 Developer...8
3.15 Flight Privileges...8
3.16 Flight Association Committee...8
3.17 Hangar...8
3.18 Hangarminium...8
3.19 Wood Acres Airpark Design Standards...8
3.20 Limited Assessment...8
3.21 Lot...9
3.22 Resident Member...9
3.23 Inactive Members...9
3.24 Non-Resident Member...9
3.25 Owner(s)...9
3.26 Plat...9
3.27 Property...9
3.28 Regular Assessment...9
3.29 Residence...9
3.30 Crew Quarters...9
3.31 Special Assessment...10
3.32 Subdivision...10
3.33 Supplemental Declarations...10
3.34 "Transition Zone"...10

ARTICLE 4: PERMITTED USES AND RESTRICTIONS 10

4.1 Hangar/Hangarminium Use Lots 10

4.2 Residential Use Lots..... 10

4.3 Non Residential Use Exclusions 11

4.4 Leasing 11

4.5 Subdividing. 11

4.6 Parking of Vehicles, Trailers, RV’s, etc..... 11

4.7 General Upkeep..... 11

4.8 Antennae. 12

4.9 Sewage. 12

4.10 Tanks..... 12

4.11 Animal Provisions. 12

4.12 Construction Permitted 12

4.13 Construction Site Hours; Noise Limits; Other Requirements 13

4.14 Landscaping Required..... 13

4.15 Landscaping and Noncompliance. 13

4.16 Mailboxes..... 14

4.17 Minimum Livable Area 14

4.18 Garages..... 14

4.19 Plan Approval..... 14

4.20 Commencement of Construction..... 14

4.21 Permanent Structures and Set-Back Requirements..... 15

4.22 Fencing..... 16

4.23 Lighting..... 16

4.24 Commercial Activities..... 16

4.25 Signs..... 17

4.26 Upkeep Assessments..... 17

4.27 Grading and Drainage 17

4.28 Mineral Exploration 18

4.29 Utility Easements 18

4.30 Use of Motor Driven Vehicles 18

4.31 Firearms and Projectiles..... 18

4.32 Trash Containers and Collection 18

4.33 Diseases and Insects..... 18

4.34 Air-Conditioning Equipment..... 18

4.35 Utility and Service Lines..... 18

4.36 Burning and Incinerators 18

4.37 Prop-Wash..... 19

4.38 Aircraft Noise and Safety Requirements..... 19

4.39 Noncompliance and Penalty Provisions 19

4.40 Declarant’s Right of Development..... 19

4.41 Deed Restrictions 20

ARTICLE 5: ARCHITECTURAL CONTROL COMMITTEE 21

5.1 Organization 21

5.2 Initial Members 21

5.3 Terms of Office..... 21

5.4 Appointment and Removal..... 21

5.5 Duties 21

5.6 Application and Approval 22

5.7 Fees 22

5.8 Waiver.....22

5.9 Meetings and Compensations.....22

5.10 Recommended Rules.....23

5.11 Liability.....23

ARTICLE 6: FLIGHT ASSOCIATION COMMITTEE.....23

6.1 Organization.....23

6.2 Initial Members.....23

6.3 Terms of Office.....23

6.4 Appointment and Removal.....24

6.5 Duties.....24

6.6 Meetings and Compensations.....24

6.7 Liability.....24

ARTICLE 7: WOOD ACRES AIRPARK HOMEOWNER'S ASSOCIATION.....24

7.1 Organization of Association.....24

7.2 Members of Association.....24

7.3 Voting.....25

7.4 Board of Directors and Officers.....25

7.5 Power and Duties of the Association.....26

7.6 Annual Meeting.....29

7.7 Budgets and Financial Statements.....29

7.8 Association Manager.....30

7.9 Personal Liability.....30

7.10 Security.....30

ARTICLE 8: PERMITTED USES AND RESTRICTIONS FOR COMMON AREA.....30

8.1 Use of Common Area.....30

8.2 Designation of Common Area.....31

8.3 Delegation of Right to Use.....31

8.4 Damages.....31

ARTICLE 9: ASSESSMENTS.....32

9.1 Covenant to Pay Assessments.....32

9.2 Uniform Rate of Assessment.....32

9.3 Date of Commencement of Assessments.....32

9.4 Exempt Property.....32

9.5 Regular Assessment.....33

9.6 Declarant's Obligation for Assessments.....34

9.7 Special Assessments.....34

9.8 Set-Up Fee Assessments.....34

9.9 Limited Assessments.....35

9.10 Assessment Period.....35

9.11 Notice and Assessment Due Date.....35

9.12 Reserve Budget and Capital Contribution.....35

9.13 Estoppel Certificate.....35

9.14 Special Notice and Quorum Requirements.....35

ARTICLE 10: ENFORCEMENT OF ASSESSMENTS; LIENS.....36

10.1 Right to Enforce.....36

10.2 Assessment Liens.....36

10.3 Method of Foreclosure.....36

10.4 Subordination to Certain Trust Deeds.....36

ARTICLE 11: INSPECTION OF AN ASSOCIATION’S BOOKS AND RECORDS37

 11.1 Member’s Right of Inspection.....37

 11.2 Rules Regarding Inspection of Books and Records37

 11.3 Director’s Rights of Inspection37

ARTICLE 12: EASEMENTS.....37

 12.1 Owners Easements of Enjoyment.....37

 12.2 Delegation of Use.....37

 12.3 Recorded Easements.....37

 12.4 Easements of Encroachment.....37

 12.5 Easements of Access38

 12.6 Drainage and Utility Easements38

 12.7 Rights and Duties Concerning Utility Easements38

 12.8 Party Structures39

 12.9 Aviation Easements.....39

 12.10 General Landscape Easement.....40

 12.11 Declarant’s Rights Incident to Construction40

 12.12 Easements Deemed Created40

 12.13 Waterway Easements40

 12.14 Reservation for Expansion40

 12.15 Emergency Easement40

 12.16 Maintenance Easement.....40

 12.17 Association’s Responsibility40

ARTICLE 13: SUBJECTING ADDITIONAL LANDS TO THE DECLARATION.....41

 13.1 Additions in Accordance with General Plan of Development41

ARTICLE 14: DISCLOSURE OF POTENTIAL NOISE IMPACTS.....41

 14.1 Disclosure and Warning41

 14.2 Disclosure and Acknowledgement of Dangers Relating to Flying Activites41

ARTICLE 15: GENERAL PROVISIONS.....42

 15.1 Enforcement42

 15.2 Interpretation of the Covenants42

 15.3 Severability.....42

 15.4 Rule Against Perpetuities42

 15.5 Amendment43

 15.6 Violations and Nuisances43

 15.7 Violation of Law43

 15.8 Remedies Cumulative.....43

 15.9 Delivery of Notices and Documents.....43

 15.10 References to Covenants in Deeds43

 15.11 Declaration43

 15.12 Gender and Number44

 15.13 Captions and Titles.....44

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WOOD ACRES AIRPARK (03/25/2004)
AND
WOOD ACRES AIRPARK-PHASE 2 (AMENDED 10/08/2009)
(hereinafter referred to as Wood Acres Airpark)

This Declaration of Covenants, Conditions and Restrictions of Wood Acres Airpark is made this 1st day of July 2021 by John P Richardson, and Jeff M. Richardson, herein referred to as “Declarant”.

ARTICLE 1: RECITALS

1.1 Property Covered. The property subject to this Declaration for Wood Acres Airpark, is the Property legally described as:

- WOOD ACRES AIRPARK (as recorded in the Ralls County (Missouri) County Deed Records in Cabinet B, Slide 120; recorded March 25, 2004), and
- WOOD ACRES AIRPARK-PHASE 2 (AMENDED) (as recorded in the Ralls County (Missouri) County Deed Records in Cabinet B, Slide 149; recorded October 8, 2009)
- Both parcels are hereinafter referred collectively to as Wood Acres Airpark

The respective legal descriptions are attached hereto as Exhibits A-1 and A-2 and made a part hereof (the “Property”). Declarant intends to develop the Property in stages or phases. Declarant, in its sole discretion, may amend or supplement this Declaration to add additional real property.

1.2 Residential Development. Wood Acres Airpark is a residential airpark community development which Declarant currently intends to develop into separate stages or phases. Declarant desires to create thereon a residential planned development so improved as to afford each landowner the natural and structural beauty for the accommodation of a gracious living and at the same time provide convenience of facilities for the furtherance of their common interest in aviation. The Property may contain parcels of Common Area, including airpark, taxiways and runway, open space, and recreational and landscaping facilities. Any development plans or schemes for the Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Declarant and impose no obligation on Declarant as to how the Property is to be developed or improved.

1.3 Purpose of Declaration. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively, the “Restrictions”) that will apply to the entire development and use of all portions of the Property. The Restrictions are designed to preserve the Property’s value, desirability and attractiveness, to ensure a well-integrated, high-quality development, and to guarantee adequate maintenance of the Common Area, and the improvements located thereon in a cost effective and administratively efficient manner.

ARTICLE 2: DECLARATION

Declarant hereby declares that the Property, and each Lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and Restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of

the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and Restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot, parcel or portion thereof; shall inure to the benefit of every Lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, Declarant's successors in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest, and may be enforced by Declarant, by any Owner or such Owner's successors in interest, or by the Association.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete development of the Property and to construct improvements thereon, nor Declarant's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, including the Common Area or any public right-of-way, nor Declarant's right to post signs incidental to construction, sales or leasing.

ARTICLE 3: DEFINITIONS

The following words, phrases or terms used in this Declaration shall have the following meanings:

- 3.1 Additional Properties. Shall mean properties added in accordance with Article 14 hereof.
- 3.2 Aircraft Storage Space. Shall mean a "Hangar" or a "Tie Down Space" located within the Wood Acres Airpark.
- 3.3 Airpark. Shall be synonymous with "Subdivision" and "Wood Acres Airpark" and shall mean the Wood Acres Airpark Subdivision and Wood Acres Subdivision Phase 2.
- 3.4 Architectural Control Committee. Shall mean the Wood Acres Airpark Architectural Control Committee as described herein.
- 3.5 Assessments. Shall collectively mean those payments required of Owners who are Association Members, including the Regular Assessment, Special Assessments and Limited Assessments. The Association shall have the right to require the payment of Assessments by Members.
- 3.6 Association. Shall mean and refer to the 7MO1 Wood Acres Airpark. a Missouri Nonprofit Corporation, authorized to operate a Homeowners Association, its successors and assigns, to be organized by Declarant (and unless otherwise provided, shall mean and include its board of directors, officers and other authorized agents) to administer and enforce the covenants and to exercise the rights, powers and duties set forth in this Declaration.
- 3.7 Association Manager. Shall mean and refer to a person or business entity appointed or hired by the Board from time to time to manage the Association's daily business affairs.
- 3.8 Association Rules. Shall be synonymous with "7MO1 WOOD ACRES AIRPARK HOA AIRPORT OPERATION AND SAFETY REGULATIONS and GENERAL HOA RULES AND REGULATIONS" and "Rules" which shall be adopted or modified from time to time by the Board. The term shall also be deemed to include, without limitation, all rules and regulations adopted by the Board pertaining to safe operations of vehicles and aircraft within the Airpark, architectural control guidelines and

standards, and similar standards, procedures or guidelines that may be published together with or separate from any other rules and regulations adopted by the Board.

3.9 Board. Shall be synonymous with "Board of Directors" and shall mean the Board of Directors of the Association.

3.10 Common Area. Shall mean all real property owned by the Association for the common use and enjoyment of all or a part of the Owners (including, without limitation, roadways, the air strip or runway, airpark facilities, and landscaping, drainage and retention areas), and any other real property which the Association has the obligation to maintain (including, without limitation, landscape tracts, easements or pedestrian trails, subdivision signage, etc.), or which the Association may otherwise agree to maintain for the common use and enjoyment of all or a part of the Owners.

3.11 Certificate of Occupancy. Shall mean a certificate issued by either the county or state building department, the contractor, or when the Architectural committee deems occupancy has occurred.

3.12 Declarant. Shall mean John P. Richardson, and Jeff M. Richardson and their successors and assigns.

3.13 Declaration. Shall mean the covenants, conditions and restrictions herein set forth in this entire document, as it may from time to time be amended or supplemented.

3.14 Developer. Shall mean and refer to any Developer now or in the future as assigned by declarant their successors and assigns.

3.15 Flight Privileges. Shall mean the right to land takeoff, or otherwise operate an Aircraft at the Airport. A "Flight Certificate" will be included with each Membership.

3.16 Flight Association Committee. Shall mean the Wood Acres Airpark Flight Association Committee, as described herein.

3.17 Hangar. Shall mean any structure or part of a structure that is designed to house an aircraft that has a minimum required door size of 40 foot by 12-foot height and a minimum required size of a 20-foot-deep by 40-foot-wide paved ramp area in front of the hangar door for hangar access. A hangar with a crew quarters is still considered a hangar.

3.18 Hangarminium. Shall be any hangar structure that also contains an attached residence as part of the hangar structure.

3.19 Wood Acres Airpark Design Standards. Shall mean the design standards and guidelines adopted by the Association and/or the Architectural Control Committee, as amended from time to time.

3.20 Limited Assessment. Shall mean a charge against a particular Owner, and such Owner's Lot, directly attributable to such Owner, equal to the cost incurred by the Association in connection with corrective action performed pursuant to the provisions of this Declaration and/or any Supplemental Declaration including, without limitation, damage to any Common Area, or the failure of an Owner to keep such Owner's Lot and/or improvements thereon in proper repair, and including interest thereon as provided in this Declaration and/or a Supplemental Declaration.

3.21 Lot. Shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property or Additional Properties with the exceptions of (a) any "Exceptions" as may be noted thereon; and (b) the Common Area.

3.22 Resident Member. Shall mean and refer to any member of 7MO1 Wood Acres Airpark. Every lot except the lots that comprise the runway have one membership in 7MO1 Wood Acres Airpark and are granted one Flight Certificate. Every lot owner is required to be a Member and is considered a "Resident Member". Members who are not lot owners are considered "Non-Resident Members". A lot jointly owned may also have up to one additional Non-Resident member to secure flight privileges.

3.23 Inactive Members. Is any Member that is deemed to have a voting right but is exempt from any dues or assessments while owned as determined by the Declarant their successors and assigns. All lots owned or memberships controlled by Declarants are deemed as Inactive members.

3.24 Non-Resident Member. Shall mean a membership in 7MO1 Wood Acre Airpark that affords the holder certain rights of usage of the common areas for access to use the Airfield and common areas of the Airpark and affords the holder limited voting rights as determined by the Association. The Non-Resident Member is also encumbered with dues and assessments as established by the Association.

3.25 Owner(s). Shall mean and refer to the record owner, including Declarant and its successors and assigns, whether one (1) or more persons or entities, provided that such persons or entities own at least thirty-three and one-third percent (33 1/3%) of equitable or beneficial title (or legal title if same has merged) of any Lot. Owner shall include the purchaser of a Lot under an executory contract for the sale of real property. The foregoing does not include persons or entities who hold an interest in any Lot merely as a security for the performance of an obligation, nor shall the term "Owner" include a builder or contractor other than Declarant. When more than one Owner holds an interest in any Lot, the vote for such Lot shall be exercised as they determine, but in no event, except as to the Declarant, and its successors and assigns, as applicable, shall more than one (1) vote be cast with respect to any Lot; fractional votes shall not be allowed.

3.26 Plat. Shall mean *Wood Acres Airpark and Wood Acres Airpark – Phase 2 (Amended)* prepared by Janes Surveying Inc., and recorded with the Ralls County Recorder, as the same be amended or modified from time to time.

3.27 Property. Shall mean and refer to that certain real property hereinbefore described and any Additional Properties as have been added to the Subdivision by a Supplemental Declaration.

3.28 Regular Assessment. Shall mean the portion of the cost of designing, constructing, maintaining, improving, repairing, managing and/or operating all common and easement areas, including all improvements located thereon, and the other costs and expenses incurred to conduct the business and affairs of the Association that is levied against the Lot of each Owner by the Association, pursuant to the terms of this Declaration and/or a Supplemental Declaration.

3.29 Residence. Shall mean and refer to a residential dwelling structure that contains a minimum of two bedrooms, two bathrooms, and one kitchen and meet the minimum square footage requirements of Section 4.17.

3.30 Crew Quarters. Shall refer to the habitable portion designed into an owner's hangar and does not meet the definition of a residence.

3.31 Special Assessment. Shall mean that portion of the cost of the capital improvements or replacements, equipment purchases and/or shortages in the Regular Assessment that are authorized to be paid to the Association pursuant to the provisions of this Declaration, or a Supplemental Declaration.

3.32 Subdivision. Shall be synonymous with "Airpark" and shall mean the Wood Acres Airpark and Wood Acres Airpark Phase 2 Subdivisions.

3.33 Supplemental Declarations. Shall be synonymous with Supplemental Declaration of Covenants, Conditions and Restrictions with respect to the Additional Properties, which may be added to the Subdivision from time to time.

3.34 "Transition Zone". Shall be as described in Exhibit B setting the setback and obstacle restrictions for all structures and obstacles along the runway, taxiway and subdivision for the safe movement of aircraft.

ARTICLE 4: PERMITTED USES AND RESTRICTIONS

4.1 Hangar/Hangarminimum Use Lots. Hangar/Hangarminimum lots are designated as the lots primarily on the east side of the runway that borders the runway. These lots have stricter requirements in terms of number of buildings, size, style, color, and building details. It is desired to provide a much more uniform look for these lots and structures to enhance the look of the Airpark.

Phase 1 (Lots 2 through 11) and Phase 2 (Lot 5) shall be Hangar/Hangarminimum only lots and there may be erected on any lot one (1) and not more than one (1) Hangar or one (1) Hangarminimum. Hangars are restricted to a maximum of 4400 square foot and Hangarminimums are restricted to a maximum 6400 square foot. All Hangars/Hangarminimums designs, and materials must be approved by the Architectural Committee.

4.2 Residential Use Lots. Phase I (Lots 2 through 6) and Phase 2 (Lots 2 through 4 and Lots 6 through 8) of Wood Acres Airpark Subdivision, shall be single-family residential Lots, and there may be erected on any one (1) lot not more than one (1) single family residence with a detached garage plus one (1) hangar/hangarminimum (not be used for rental or the residence or permanent dwelling of a separate family) (if any), hangar and garages as are incidental to single-family residential use. No other buildings shall be erected on any of said Lots, nor shall any of said Lots or any part thereof be used for any business purposes whatsoever, except as allowed in Section 4.4 below:

- All designs, and materials must be approved by the Architectural Committee.
- No sheds, shade ports, lean-to or accessory buildings will be built on any lot.
- Any structure constructed on any lot shall be of all new materials except brick and stone and other material as approved by the Architectural Committee.
- The following materials are expressly forbidden: vinyl siding, asphalt siding, mirrored or highly reflective glass, glass block, precast concrete panels (when used for full facades), CMU/Concrete Block (when exposed to the exterior), brightly colored materials, and any materials not approved by the Architectural Committee.

4.3 Non-Residential Use Exclusions. Unless Lot 1 or a subdivided portion of Lot 1 is declared by declarant to be either a hangar lot or a single-family residence lot, Lot 1 will be permitted to be used for any commercial activity that declarant deems would be an enhancement to the airpark. Not to exclude using the lot for additional tie downs, hangers, maintenance hangar, clubhouse, restaurant, and additional common area to be deeded to 7MO1 Wood Acres Airpark, FBO, or other aviation related services. The declarant will provide an easement of 50 foot-wide to be located from the east side of the runway adjoining Lot 1 to the Taxiway Easement servicing Lot 2 and the Northeast corner of Lot 1 to ensure aircraft taxi access, as shown on the Subdivision plat.

4.4 Leasing. The Owner of a Lot shall have the right to lease space in such Owner's hangar for an additional aircraft not owned by the owner, subject to the following conditions:

- (1) all leases shall be in writing and approved by the Association.
- (2) all leases shall be specifically subject to all of the project documents (including this Declaration, Association Rules, and any Supplemental Declaration), and any failure of a tenant to comply with the project documents shall be a default under the leases; and
- (3) the Owner shall be liable for any violation of the project documents committed by the tenant of such Owner, without prejudice to the Owner's right to collect any sums from such tenant paid by the Owner on behalf of the tenant.
- (4) In addition, the Owner of a Lot shall have the right to lease such Owner's Residence once each calendar year, subject to the approval of the Association for a period of not less than 90 Days. (The Owner shall assume all liability for a residential tenant/lessee. The tenant/lessee shall execute all agreements required by the Association regarding, rules and regulations, safety precautions, and waivers of liability.
- (5) The Tenant is a non-resident member.
- (6) The owner or joint owner is not already utilizing a non-resident flight certificate; i.e., there is a max of only two (2) flight certificates allowed per lot.

4.5 Subdividing. The Declarant has the sole right to re-subdivide any Lot. No existing lot may be subdivided without the express permission of the declarant. Nothing herein contained shall prevent the dedication or conveyance of portions of Lots for public utilities purposes in which event the remaining portion of such Lots shall, for the purpose of this provision, be treated as a whole Lot.

4.6 Parking of Vehicles, Trailers, RV's, etc. Owners and Guests may park automobiles of the private passenger class and pickup trucks not exceeding one ton on the side of any Lot; provided that any such parking area shall comply with the same setback requirements as the residential dwellings and are approved by the Architectural Control Committee. During the months of May through October, boats on trailers may be parked on the back or side of any Lot; provided that any such parking shall be attractively concealed from neighboring Lots, roads, or streets, and then only with the prior approval of the Architectural Control Committee. No trucks, campers, trailers, recreational vehicles of all types, equipment, horse trailers, motor homes, or any motorized or non-motorized vehicles or trailers may be parked or stored on any Lot except within a private garage or hangar. No motor vehicle, disassembled motor vehicle, or disassembled aircraft that is under repair or not in operating condition shall not be placed or permitted to remain on any taxiway, street or streets, or any portion of any Lot, or Lots, in Wood Acres Airpark, unless it is within an enclosed garage or hangar.

4.7 General Upkeep. All clothes lines shall be kept to the backside of any lot and screened by adequate planting or placement to conceal them from the view of neighboring parcels and streets. All ATV's, motorcycles, bicycles, golf carts, garbage cans, lawn mowers, yard equipment, aviation equipment, or equipment of any type shall be stored within garages or hangars. All rubbish, trash or garbage shall be removed from the premises of all Lots and shall not be allowed to accumulate thereon. No antenna, satellite

dish or broadcasting tower shall be erected on any of the said Lots in Wood Acres Airpark without the prior approval of the Architectural Control Committee, except that a television antenna may be constructed and maintained within the attic of any approved building.

4.8 Antennae. All television antennae, including satellite dishes, installed upon any of the Lots in Wood Acres Airpark Subdivision shall conform to federal regulatory guidelines, and/or be subject to approval by the Architectural Control Committee. Such antennae or satellite dishes may be placed upon Lots if (a) the satellite dish is less than thirty-nine (39) inches in diameter; (b) the antenna is less than thirty-nine (39) inches in diameter or diagonal measurement and is designed to receive video programming via wireless cable. Such antennae may be mounted to the structure not to exceed three (3) feet above roof line unless otherwise approved by Architectural Control Committee. Homeowner must make every effort to conceal from street view and placement may only be on the side or back of the home. Provided, however, the Architectural Control Committee may prevent installation of the foregoing devices upon said Lots or restrict the location of such installation if: (i) such installation would violate a legitimate safety rule; (ii) such installation could reasonably be made elsewhere without the signal being impaired.

4.9 Sewage. No open sewerage or draining systems shall be permitted for the disposal of the sewage or water from an internal residence or hangar. All systems will be approved and installed as approved by the Ralls County Department of Health or the county or state agency that is responsible at the time for the control of such systems.

4.10 Tanks. No tanks of any kind shall be erected, placed, buried, or permitted on any residential Lots unless otherwise approved by the Association. Propane tanks are required to be buried and appropriately screened.

4.11 Animal Provisions. The Owners of all Lots will be subject to the laws, ordinances, health codes and rules and regulations of the State of Missouri and Ralls County. Wood Acres Airpark is and shall remain a multi-purpose Subdivision intended for the use and enjoyment of airmen and aviation enthusiasts. All animals, including dogs, must be kept within a fenced area as approved by the Architectural committee, encaged or otherwise controlled, and not be allowed to wander off or fly about. There shall be no commercial breeding, raising and/or boarding of any animals. The care of all animals shall be performed by the Owner in a clean, neat and orderly fashion in accordance with the prevailing customs and methods; the physical facilities for the same shall also be maintained by the Owner in a clean, neat and orderly fashion in accordance with the prevailing custom and usage so that such facilities shall not become a nuisance to the other Owners and shall comply with all requirements of the County Health Department and the Board. At no time will horses, cows, swine, guinea hens, peacocks, geese, goats, burros, donkeys, chickens, ducks, lamas, camels, or any other non-domestic animal be allowed within the subdivision. A maximum of two (2) domestic animals consisting of dogs, cats, or other animals approved by HOA may be housed or kept on a Lot subject to compliance with this Declaration and the rules and regulations adopted by the Association from time to time. All animals shall be always kept on Owner's property or on a leash. All animals shall be under the direct control of the owner and on a leash whenever within 100 feet of any landing area, road or taxiway.

4.12 Construction Permitted. All structures erected within Wood Acres Airpark Subdivision must be preapproved by the Architectural Control Committee and be of new construction. No mobile homes, trailers, or modular manufactured homes are allowed. Construction within easements, except by public agencies and utility companies, shall be limited to utilities, fencing, and approved otherwise by the Architectural Control Committee. All buildings, fencing, landscaping, and construction of any type within the Wood Acres Airpark Subdivision must adhere to the Wood Acres Airpark Design Standards and must be approved by the Architectural Control Committee prior to the beginning of any construction, grading or

any construction activity. Pools will only be allowed if they are the in-ground variety and appropriately fenced to State requirements. No above ground pools are allowed.

4.13 Construction Site Hours; Noise Limits; Other Requirements. Construction activity shall not occur before 7:30 a.m. or after 6:30 p.m. Contractors and construction workers shall keep noise to a minimum and shall take reasonable measures to reduce the noise created by construction activity. Loud music, animals, children or alcohol shall not be permitted on construction site. Contractors and construction workers shall not maintain any nuisances or other offensive conditions within the Wood Acres Airpark. Contractors and construction workers shall maintain trash, rubbish, and garbage in appropriate receptacles. Contractors and construction workers shall always comply with all applicable provisions of the State of Missouri and Ralls County applicable building codes.

4.14 Landscaping Required. Each owner of a Lot shall submit a detailed landscape and entry way plan the "Landscape Plan", which shall be prepared and reviewed and approved by the Architectural Control Committee and the approved landscaping shall thereafter be installed in accordance with that approved Landscape Plan.

The Landscape Plan shall contain a key that provides the following information: (a) the common and botanical names of each plant; (b) the quantities of each plant; (c) the container size of each plant; (d) the size and color of the decomposed granite used; (e) river rock and/or boulders (if used); and (f) the name and type of turf used.

If such Landscape Plan is submitted after the plans and specifications for the proposed Residence have been submitted, then a fee of not less than One Hundred and No/100 Dollars (\$100.00) shall be payable by the Owner to the Architectural Control Committee for the review of such Landscape Plan. The installation of the approved landscaping shall be completed, in accordance with the approved Landscape Plan, within six (6) months after the issuance of the certificate of occupancy for the Owner's Residence or hangar, or no later than eighteen (18) months after the beginning of construction, whichever occurs first. The Architectural Control Committee and the Board, or either of them, shall have the authority to inspect any installation of landscaping and enforce the provisions hereof in accordance with the provisions of this Declaration and any other applicable Rules and requirements.

All subsequent additions to or changes or alterations to the Landscape Plan, shall be subject to the prior approval of the Architectural Control Committee. No changes or deviations in or from the Landscape Plan and specifications once approved shall be made without the prior written approval of the Architectural Control Committee.

All landscaping shall be maintained in a professional manner. Landscaping and vegetation shall be watered, pruned, cut, and maintained weed free and in accordance with good landscaping practice and in good appearance.

4.15 Landscaping and Noncompliance. Any Owner who fails to complete landscaping within six (6) months of the date of issuance of the certificate of occupancy or eighteen (18) months from the start of construction for either the Owner's Residence or hangar, whichever occurs first, will receive written notice and fourteen (14) days to cure the noncompliance ("Noncompliance Notice"). The Noncompliance Notice will state that: upon the fifteenth (15th) day a fine of Twenty-Five and No/100 Dollars (\$25.00) per week will be assessed to the Owner; after thirty (30) days of noncompliance, the fine will become Fifty and No/100 Dollars (\$50.00) per week; after sixty (60) days of noncompliance, the fine will become One Hundred and No/100 Dollars (\$100.00) per week; which fine(s) shall constitute a lien on the Owner's Lot. In addition, if the cure of the noncompliance has not occurred within such fourteen (14) day period, the

Association shall have the right, but not the obligation, to levy a limited assessment of 1 ½ one and one half times the cost to cure the noncompliance.

A written request for extension may be submitted to the Board of Directors within the fourteen (14) day cure period. A written extension may be issued by the Board of Directors within its sole and absolute discretion.

4.16 Mailboxes. Mailboxes shall be of a preapproved style and materials, curbside, and they must complement the materials, colors, and style of the home and comply with mailbox placement requirements as approved by the Architectural Control Committee. The specifications for the mailbox must conform to those imposed by the U.S. Postal Service and the City of Perry, Missouri. The design of any mailbox shall be approved by the Architectural Control Committee prior to its construction. An Owner shall apply for and acquire the necessary permit from the City of Perry prior to commencing construction of any mailbox.

4.17 Minimum Livable Area. All single-family Residences at Wood Acres Airpark Subdivision must meet the following Minimum Livable Area guidelines unless otherwise determined such design is consistent and in harmony with the aesthetic and architectural design of Wood Acres Airpark Subdivision and approved by the Architectural Control Committee and the Association in writing:

Any residence must have a minimum of 1200 square foot livable area for a single-story Residence, or 1800 square foot of livable area for a two-story home. All square footage requirements shall be exclusive of open or covered porches, hangars, or attached or detached garages.

4.18 Garages. Any detached, garage for any single-family Residence at Wood Acres Airpark Subdivision must be at least a 2-car garage and have a minimum of a 16-foot-wide door if using only a single door. The garage must match and enhance the residence and be approved by the Architectural Control Committee. No carports shall be allowed.

4.19 Plan Approval. Except as provided herein, no construction or installation of any improvements, no landscaping, and no single-family Residence, hangar, hangarminium, garage, fence or other structure shall be constructed, placed upon, or installed within Wood Acres Airpark without the prior written approval of design, location and materials by the Architectural Control Committee as described herein. All such approvals shall be obtained pursuant to the provisions and requirements of Article 5 herein and, except as may be otherwise permitted herein, no footings of any Residence or other building shall be dug (or otherwise commenced in any manner) until such time as the architectural plans and specifications for such Residence or other building have been approved in writing, so stamped and signed by the Architectural Control Committee. If such construction begins before the above-described approval is obtained, the Association shall have the right to assess a Five Hundred and No/100 Dollar (\$500.00) per day fine, which shall constitute a lien on the Owner's Lot until such approval of design, location and materials is granted by the Architectural Control Committee as described herein.

4.20 Commencement of Construction. A Lot Owner at Wood Acres Airpark must meet the following construction timeline, unless otherwise approved by the Architectural Control Committee, or may be fined accordingly:

(a) A Lot Owner has twelve (12) months from the beginning of construction on any hangar, hangarminium, or residence to complete construction. Other structures will be completed in a time as approved by the Architectural Control Committee.

The Association may grant an extension of construction timelines, but such extension must be approved in writing. If an extension of construction timelines is granted at its sole discretion the Association may require a certain amount of landscaping to be installed to preserve the Property's value, desirability and attractiveness, and to ensure a well-integrated, high-quality development.

(b) If the initial structure is either a hangar, hanger minimum, or a residence, on a single-family residential lot, a Lot Owner must include in the plans submitted to the Architectural committee, the layout and placement of the structure not being built so the future placement has the correct architectural setting on the lot.

4.21 Permanent Structures and Set-Back Requirements. No garage, hangar, trailer, mobile home, motor home, motor vehicle, or any temporary structure of any nature may be used temporarily or permanently as a residence on any Lot or tract unless approved by the Association. Any approval shall be for a temporary time period only during construction and the Association at its sole discretion shall have the authority to immediately withdraw such temporary approval for any reason, whatsoever, at any time with a 3-day written notice. Owners may have up to twenty-one (21) days per year guest privilege of either a travel trailer or motor home on any lot.

As may be otherwise permitted by the Architectural Control Committee, and approved by the Association all permanent structures on all Lots shall comply with:

- (i) all minimum yard setback requirements established by the zoning ordinances of Ralls County as they may be amended from time to time, or
- (ii) the following minimum setback requirements by Lot #, whichever are greater:

LOT #	SETBACK REQUIREMENTS in feet by LOT #			NOTES	
	FRONT YARD	SIDE YARD	REAR YARD		
2, 3, 5, 6	80	50	80	*1	
4	120	50	80	*1	80' from east side of taxiway
7,8,9,10,11 (Phase 2: #5)	175	75	120	*2 *3	
Phase 2, #6	120	100	80	Front measured from North side of Roadway.	Hangar is allowed next to runway as restricted by Ex. A
Phase 2: #2, #3	120	100	80	*1	
Phase 2: #4	120	75	120	*2	
Phase 2: #7, #8	120	50	80	*4	
	*1 Front yard measured from east edge of roadway easement.				
	*2 Front yard measured from west edge of roadway easement				
	*3 Hangar/Hangar minimum will be placed on a build line of between 120 and 150 foot as measured from the edge of the				

	runway.	
	*4 Front yard measured from west side of roadway easement.	

- No structure or obstacle shall penetrate the 4:1 and 7:1 transition surface as defined in Exhibit A. This Exhibit places other restrictions on each lot to provide a clear side transition zone for the operation of aircraft both on the ground and in the air.
- No Aircraft parking or any obstacles will be allowed except for runway and taxiway markings along any runway or taxiway.

4.22 Fencing. Fencing shall be kept to a minimum. All fencing that is approved shall maintain and enhance the openness of the surroundings and compliment the mountain style architecture. No chain link or agricultural fences will be allowed. All fencing will be no taller than 4 foot and shall be of an open variety as approved by the Architectural Committee except for pool fences on the residential use only lots which may be of an approved privacy fence as long as it is out of view of the roadway and neighboring residences. No privacy fences or lot line fences are allowed. All fencing styles and materials will be required to be approved by the Architectural committee.

4.23 Lighting. All flood, spot, or other lights placed on each Lot shall be placed such that the direct, indirect, or reflected light there from shall not unreasonably disturb the Owners or occupants of adjacent property or Lots or will in any way be hazard to aircraft. Each Lot shall place a minimum of two (2) indirect lights, on photocells, on the street-side of the Lot. Each Lot shall place a minimum of two (2) indirect lights, on photocells, on the hangar-side of the Lot. All lighting must be approved by the Architectural Control Committee.

4.24 Commercial Activities. Except as provided in section 4.4 above on any lot designated as Residential Use lot or Hangar/Hangarminimum lot; no flying clubs, hotel, store, multi-family dwelling, boarding house, guest ranch, halfway house, orphanage, rehabilitation facility, daycare center, nursing home, or any other place of business of any kind, and no hospital, sanitarium or other place for the care or treatment of the physically or mentally sick or for the treatment of disabled animals shall be erected or permitted upon the premises of any residential Lot, or any part thereof.

Commercial Activities shall be permitted but limited to any gainful occupation engaged in by an occupant of a dwelling unit including, but not limited to, handicrafts, dressmaking, office of a clergyman, teaching of music, dancing, and aviation or other instruction, and other like occupancies which meet the following requirements:

- In no way shall the home occupation cause the premises to differ from its residential character in the appearance, lighting, or in the emission of noise fumes, odors, vibrations, or electrical interference.
- The use is clearly incidental and secondary to the use of the dwelling for dwelling purposes.
- The used is conducted entirely within a dwelling or its existing accessory building and is carried on by inhabitants of the dwelling place.
- No article shall be sold or offered for sale on the premises, except such as is produced by the occupants on the premises.

- The use does not adversely affect the uses allowed or permitted in the zone in which it is to be located.
- The use requires no additional off-street parking space.
- Not more than one-fourth of the gross area of the Residential dwelling may be devoted to such use, whether said use is carried on in the Residential dwelling or in an existing accessory building.
- All visits by clients and/or customers shall occur between the hours of eight o'clock (8:00) A.M. and six o'clock (6:00) P.M.

4.25 Signs. No advertising signs, billboards or unsightly objects shall be erected, placed or permitted to remain on any Lot or tract; provided, however, that a sign or signs as may be required by legal proceedings and a single "For Sale" or "For Rent" sign, or such sign as approved by the Architectural Control Committee not containing more than four (4) square feet of surface area, may be placed on any Lot, and such sign or signs shall not be deemed in violation of these restrictions and must adhere to Ralls County Ordinances and regulations. This restriction does not apply to signs the declarant may post to advertise the sale of the lots of the subdivision or signage the association may place for providing a safe passage of vehicles and aircraft.

4.26 Upkeep Assessment. All grasses and weeds which may grow upon any portion of any lot shall be cut and trimmed by the owner at least three (3) times per year. If not, the HOA has the right to enter said lot and cut the grasses and weeds and a limited assessment for the cutting may be made and charged against the owner of said lot. At one and one half (1 ½) the cost of compliance.

If the Owner fails to pay any obligation arising hereunder, such unpaid amounts shall be a lien against such Lot and treated in the same manner as all other liens created or governed by Article 10 hereof. Notwithstanding the foregoing, the Owners of all Lots shall keep their respective Lot or Lots reasonably clean and clear of weeds and trash, so as not to cause an unsightly or dangerous condition.

4.27 Grading and Drainage. Each Owner shall have the responsibility of engineering, grading and otherwise preparing his Lot for the construction of any improvements thereon including, without limitation, the obligation to pay all engineering fees and costs associated with site preparation, such as the removal and disposal of excess dirt, placements of culverts, or the purchase and placement of additional fill dirt.

Declarant has established appropriate grades within Wood Acres Airpark and said final grades shall not be disturbed in any manner that may adversely affect any other residential unit or real property whether within the Subdivision or elsewhere; nor shall any Owner divert or cause diversion of the surface water from the street or taxiway adjacent to his Lot onto any other property. Each Owner hereby acknowledges and covenants that all surface runoff from the center of the street or taxiway adjacent to his Lot and from the Lot itself shall be retained on the Lot in accordance with approved grading plans and a drainage report. The Lot Owner shall be responsible to ensure that the retention requirements are always met. Each Owner shall be responsible to "laser" or otherwise properly level and grade his Lot so as to provide for proper drainage to assure that all drainage water will be retained on the Lot after the construction of the primary Residence and any accessory structures and buildings. No structure of any kind shall be constructed, or any inappropriate vegetation planted on any drainage easement that would obstruct or divert the flow or retention of storm water. The declarant if it so desires, may construct and maintain drainage facilities on any lot that borders the runway, taxiway, or roadway to help maintain the proper drainage of either.

4.28 Mineral Exploration. No Lot shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

4.29 Utility Easements. All Lots and tracts in the Subdivision are subject to a public utilities easement for the purpose of permitting installation, operation and maintenance of public utilities, and no excavation, planting, fence, building, structure or other barrier or impediment may be placed or permitted to remain at any point on any public utility easement within Wood Acres Airpark that would restrict the free use and enjoyment of said easements by the Owners of any Lot or Lots in the Subdivision, or a public utilities provider or emergency response worker.

4.30 Use of Motor Driven Vehicles. No ATV's, trail bikes, go-carts, golf carts, motorcycles or motor-driven vehicles of any kind shall make use of any common area, easement or vacant lot within Wood Acres Airpark without the prior consent and approval of the Association and/or the applicable Lot Owner, which approval may be withheld for any reason or no reason. All use of the aforementioned vehicles will abide by the association rules pertaining to such operation to ensure the safety of both the operator and other vehicles and aircraft on the property.

4.31 Firearms and Projectiles. For safe passage of aircraft, vehicles, and people, no discharging of any firearm, pellet gun, BB gun, bow and arrow or any other device that causes a projectile to be launched is allowed on Lots (1 and 7 through 11) and Phase 2 Lots (2, 4, and 5). Board approval is required on all other lots and may be rescinded as safety requires.

4.32 Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within Wood Acres Airpark, except in covered containers. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection and then, only for the shortest time reasonably necessary to affect such collection. All garbage cans shall be stored within garages, hangars, or approved Accessory Buildings or Structures.

4.33 Diseases and Insects. No Owner shall permit anything or condition to exist upon any property within Wood Acres Airpark, which may induce, breed or harbor infectious plant diseases or noxious insects; provided, however, this provision shall not restrict the animal privileges set forth in Section 4.11.

4.34 Air-Conditioning Equipment. No heating, air conditioning or refrigeration equipment shall be placed, allowed or maintained anywhere on a Lot unless screened or concealed (subject to required approvals by the Architectural Control Committee) in such manner that the screening or concealment thereof appears to be part of the integrated architectural design of the building and does not have the appearance of a separate piece or pieces of machinery fixtures or equipment. In no event shall air conditioning units or facilities be installed on a rooftop. No window air conditioning unit shall be installed in any building or structure on any Lot without the prior approval of the Architectural Control Committee.

4.35 Utility and Service Lines. No gas, electric, power, telephone, water, sewer, cable television or other utility or service lines of any nature or kind shall be placed, allowed or maintained upon or above the ground on any Lot, except to the extent, if any, underground placement thereof may be prohibited by law or would prevent the subject line from being functional. The foregoing shall not prohibit service pedestals and above ground switch cabinets and transformers where required.

4.36 Burning and Incinerators. No open fires or burning shall be permitted on any Lot at any time and no incinerators or like equipment shall be placed, allowed or maintained upon any Lot. The

foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues, grills, fireplaces or fire pits.

4.37 Prop-Wash. To eliminate or reduce dust in the Airpark, each Owner shall pave or hard surface the area in front of his aircraft hangar door a minimum of twenty (20) feet deep and the width of the hangar door from where an aircraft is usually and customarily parked in front of the hangar on the Lot. Each owner will ensure adequate grass is on the taxi way on the portion of the lot that connects to the respective taxiway, following along the normal or customary access route to the runway. Each Owner shall take such additional actions as may be reasonably necessary to prevent or meaningfully reduce the creation or blowing of dust and debris by prop-wash by such Owner's use, or the use by such Owner's family, guests, tenants or licensees.

4.38 Aircraft Noise and Safety Requirements. Aircraft noise at the boundary of Wood Acres Airpark shall be kept at a minimum level. For purposes of determining what constitutes a "minimum level", the Flight Association Committee shall have the right from time to time to establish specific, acceptable noise levels within various areas of the Airpark as a part of any rules and regulations established by the Flight Association Committee, and all Owners shall be obligated to comply therewith. Any aircraft that is flying or taxiing in an unsafe or excessively noisy manner may be reported to the Flight Association Committee. Any party guilty of such matters as causing excessive prop-wash, excessive noise, or the operation of an aircraft in an unsafe manner, shall be required to cease and desist; any refusal or failure to comply with a request for compliance issued by the Flight Association Committee or the Association shall constitute a failure of the responsible aircraft owner to abide by the rules and regulations of the Flight Association Committee and shall subject such aircraft owner to the remedies permitted therein and in this Declaration.

4.39 Noncompliance and Penalty Provisions. Any Owner who violates any provision of this Declaration or any Supplemental Declaration or any decision of the Board of Directors or the Architectural Control Committee, shall receive a letter of notification of such noncompliance ("Noncompliance Notice"), and noncompliance constitutes an Owner's temporary loss of Association voting rights and temporary loss of all flight privileges until the matter has been satisfactorily rectified. If the noncompliance stated in the Noncompliance Notice is not cured within fourteen (14) days after delivery thereof, the Owner shall receive a second letter ("Second Notice") reminding him/her of the noncompliance and a warning of a pending fine if the issue is not cured at that time. If the noncompliance is not cured fourteen (14) days following the Second Notice, a fine of Twenty-Five and No/100 Dollars (\$25.00) per week will be assessed against the Owner; after thirty (30) days of noncompliance following the Second Notice, the fine will become Fifty and No/100 Dollars (\$50.00) per week; after sixty (60) days of noncompliance following the Second Notice, a fine of One Hundred and No/100 Dollars (\$100.00) per week will be charged until the nonconformance is cured. Any such fines shall constitute and/or be secured by a lien on the noncomplying Owner's Lot. In the event the Association employs an attorney or attorneys for the purpose of enforcing the terms of this Declaration, then in addition to any other amounts payable hereunder, each Owner agrees to pay reasonable attorney's fees and costs thereby incurred.

4.40 Declarant's Right of Development. Nothing contained herein shall limit the right of Declarant to grant licenses, to reserve rights-of-ways and easements for utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on, under or about any portion of the Property owned by Declarant and/or the Association, or to alter the foregoing and Declarant's construction plans and designs, or to construct such additional Improvements as Declarant deems advisable in the course of development of the Property so long as any Lot in the Property and Wood Acres Airpark Subdivision remains unsold by Declarant. Such right shall include, without limitation, erecting, constructing and maintaining on the Property and Wood Acres Airpark Subdivision such

structures and displays as may be reasonably necessary for the conduct of Declarant's business of completing the development work and disposing of the Property and Wood Acres Airpark Subdivision by sales, lease or otherwise. Declarant shall have the right at any time prior to acquisition of title to a Lot by a purchaser to grant, establish and/or reserve on that Lot additional licenses, reservations and rights-of-way to Declarant, to utility companies, or to others as may from time to time be reasonably necessary for the proper development and disposal of the Property and Wood Acres Airpark Subdivision. Declarant may use any structures owned by Declarant on the Property and Wood Acres Airpark Subdivision as model home complexes or real estate sales or leasing offices. Declarant need not seek or obtain approval from the Board, the Association, the Architectural Control Committee or the Flight Association Committee of any improvement constructed or placed by Declarant on any portion of the Property and/or Wood Acres Airpark Subdivision. The rights of Declarant in connection with the Declaration may be assigned by Declarant to any successor in interest in connection with Declarant's interest in any portion of the Property and Wood Acres Airpark Subdivision, by an express written assignment recorded in the Ralls County Recorder's Office.

Declarant, in Declarant's sole discretion and in accordance with all applicable State and local zoning laws, may amend and modify the development plan for the Property and Wood Acres Airpark Subdivision. By acceptance of a deed to any property in Wood Acres Airpark Subdivision, each Owner of such property thereby acknowledges and agrees the development plan for the Property may be amended, modified or changed in Declarant's sole discretion, so long as the development plan is consistent with applicable State and local zoning laws. Each Owner by acceptance of a deed to any Lot or other property within Wood Acres Airpark Subdivision agrees that such Owner shall not object to or oppose any development of any portion of the Property and/or Wood Acres Airpark Subdivision, or other property owned or purchased by Declarant and annexed to the Property as more fully provided in Article 13 below. Such agreement not to oppose development is a material consideration to the conveyance of any portion of the Property by Declarant to any and all Owners.

4.41 Deed Restrictions. Each purchaser/grantee who receives a deed conveying all or a percentage ownership interest in a Lot agrees such deed of conveyance is subject to the following covenants, restrictions, and agreements in addition to all other covenants, restrictions, terms, and agreements contained herein:

Grantee (consisting of one (1) or more persons or legal entities) must own at least thirty-three and one-third percent (33 1/3%) of equitable or beneficial title (or legal title if same has merged) of any Lot within Wood Acres Airpark Subdivision and may not include members of flying clubs who purchase a Lot for the purpose of using the airstrip, runway or Airpark facilities with no intention to construct a single-family Residence on the Lot or occupy any residential home constructed on the Lot.

Grantee shall have the right to lease space in Grantee's airplane hangar; provided all leases are in writing and approved by the Flight Association Committee of Wood Acres Airpark Subdivision.

Grantee acknowledges and agrees that there are certain risks related to flying an airplane, landings and take offs of such airplanes, and living at or near an airfield (collectively, "Flying Activities"), and Grantee covenants and acknowledges that Flying Activities at or near the premises and in the Airpark are inherently dangerous and may result in: (a) personal or property loss to Grantee and Grantee's successors, assigns, heirs, personal representatives, family members, guests, invitees, licensees, employees, agents, contractors and others (collectively, "Grantee's Parties"), and/or (b) property damage, despite the utmost care and prudent operation of all pilots in and around the premises and the Airpark. Grantee hereby releases Grantor, Grantor's predecessor-in-interest, successors, assigns, affiliates, directors, offices, employees, agents, attorneys and contractors (for purposes of this paragraph, collectively, "Grantor") from any liability

relating to, resulting from or arising out of the Flying Activities in, about or near the premises and the Airpark including, without limitation, loss of life, personal injury and/or property damage, and Grantee agrees to indemnify, defend and hold Grantor harmless from any liability that may be imposed or imputed by Owner or Owner's Parties against Grantor relating to, resulting from or arising out of the Flying Activities in, about or near the premises and the Airpark including, without limitation, loss of life, personal injury and/or property damage.

ARTICLE 5: ARCHITECTURAL CONTROL COMMITTEE

5.1 Organization. There shall be an Architectural Control Committee organized, which shall consist of a minimum of (3) members. A quorum shall consist of no less than two (2) members on a three (3) member board. None of such members shall be required to be an architect or to meet any other particular qualifications for membership. A member need not be a member of the Board or an officer of the Association.

5.2 Initial Members. The initial members of the Architectural Control Committee shall be appointed by Declarant. Notwithstanding anything to the contrary herein, Jeff M. Richardson and John R. Richardson shall be the initial members and shall have the right to make decisions on behalf of the Architectural Control Committee until a third member is chosen.

5.3 Terms of Office. Unless the initial members of the Architectural Control Committee have resigned or been removed, their terms of office shall expire at the time all Lots are developed, sold and recorded, but shall continue thereafter until (a) the appointment of their respective successors, or (b) notification of their respective resignations. Thereafter the term of each member of the Architectural Control Committee shall be for a period of two (2) years or until the appointment of his successor.

5.4 Appointment and Removal. The right to appoint and remove all members of the Architectural Control Committee at any time, shall be and is hereby initially vested in Declarant, and then vested fully in the Board of the Association, provided, however, that no member may be removed from the Architectural Control Committee by the Board except by the vote or written consent of two-thirds (2/3) of all the members of the Board. Any member of the Architectural Control Committee may resign at any time by giving written notice thereof to the Board.

5.5 Duties. The Architectural Control Committee shall have the authority and responsibility to review the plans and specifications of all single-family Residences, garages, hangars, hangarminiums, fences and other structures to be constructed in the Subdivision pursuant to the terms hereof and perform such other duties as may be delegated to it by the Board.

The Architectural Control Committee shall have the right to disapprove any plans or specifications or grading plans, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and grading plans, and without any limitations of the foregoing, it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the proposed building or other structure on the outlook from the adjacent or neighboring property.

In addition, the Architectural Control Committee shall have the right and power to waive the specific requirements hereof when, in its opinion, reasonableness and prudence require in order to avoid unnecessary or excessive expense or inconvenience to one (1) or more Owners or the Association; provided,

however, that the Architectural Control Committee shall have no power to waive the requirements of applicable town, county or state laws, nor shall the Architectural Control Committee waive any requirement of the Declaration without prior approval of the Board.

All subsequent additions to or changes or alterations in any building, fence, wall or other structure including exterior color scheme, shall be subject to the prior approval of the Architectural Control Committee. No changes or deviations in or from any plans and specifications once approved shall be made without the prior written approval of the Architectural Control Committee.

All decisions of the Architectural Control Committee shall be final, and no Owner or other party shall have recourse against the Architectural Control Committee for its approval or disapproval of any such plans and specifications or plot plans, including front landscaping.

5.6 Application and Approval. Two (2) copies of the preliminary plans and specifications of any proposed structure and a completed Design Review application must be submitted to the Association Manager (or if none is then serving, to the Architectural Control Committee) for review and approval by the Architectural Control Committee before any final plans are prepared. The preliminary set of plans and specifications shall be submitted together with such fee or fees as the defined in the current fee schedule, which shall be given to each Owner or prospective Owner upon request to defray the cost of its review and the professional evaluation of such preliminary plans and specifications, as well as the final plans and specifications. The Architectural Control Committee shall retain at least one (1) copy of said plans and specifications until the final plans and specifications have been approved in accordance herewith.

Two (2) complete copies of the final set of architectural plans and specifications of any proposed structure and the related landscape plans must be submitted to the Association Manager (or if none is then serving, to the Architectural Control Committee) for review and approval by the Architectural Control Committee before such plans or specifications are submitted to either Ralls County or State of Missouri building and zoning departments if required for review. The Architectural Control Committee shall retain at least one (1) copy of the final set of plans and specifications.

5.7 Fees. The Architectural Control Committee may charge such fees as the Board determines, in its sole and exclusive discretion, to be reasonable or necessary to pay the fees of architects, engineers and other similar professional consultants, and to pay the costs of duplication, postage, etc. incurred in connection with the review of plans or specifications. All such fees shall be payable by the Owner (applicant) at such time as plans and specifications of any proposed structure, addition or modification is submitted to the Association Manager for review and approval by the Architectural Control Committee.

5.8 Waiver. The approval by the Architectural Control Committee of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Control Committee, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval.

5.9 Meetings and Compensations. The Architectural Control Committee shall meet from time to time as necessary to perform its duties hereunder. The vote or written consent of any two (2) regular Architectural Control Committee members at a meeting, or otherwise, shall constitute the act of the Architectural Control Committee. Members of the Architectural Control Committee shall not be entitled to compensation for their services; provided, however, that such members may be reimbursed for actual costs incurred in carrying out the duties of the Architectural Control Committee.

5.10 Recommended Rules. The Architectural Control Committee may, from time to time, recommend (by unanimous vote or written consent) architectural guidelines, rules and regulations to be adopted by the Board and made a part of the Association Rules. The Architectural Control Committee may recommend rules that set forth the standards and procedures for Architectural Control Committee review and guidelines for architectural design, placement of buildings, landscaping, color scheme, exterior finishes and materials and similar features that the Architectural Control Committee recommends for use within Wood Acres Airpark.

5.11 Liability. Neither the Architectural Control Committee nor any member thereof, shall be liable to the Association, the Board, any Owner, or to any other party for any damage, loss or prejudice suffered or claimed on account of:

- (a) Approval or disapproval of any plans, drawings, or specifications, whether or not defective.
- (b) The construction or performance of any work, whether pursuant to approved plans, drawings and specifications.
- (c) The development of any property within Wood Acres Airpark; or
- (d) The execution and filing of any estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by him.

Without limiting in any way, the generality of any of the foregoing provisions of this Section, the Architectural Control Committee, or any member thereof, may, but is not required to, consult with, or hear the views of the Association or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the Architectural Control Committee for review. If the Architectural Control Committee's approval of any plan conflicts with this Declaration, the Architectural Control Committee does not waive the responsibility of the Owner or any of his contractors to conform to this Declaration.

ARTICLE 6: FLIGHT ASSOCIATION COMMITTEE

6.1 Organization. There shall be a Flight Association Committee organized, which shall consist of three (3) or more members. Each member of the Flight Association Committee shall be a current licensed pilot or a recreational pilot. A member need not be, but may be, a member of the Board or an officer of the Association.

6.2 Initial Members. The initial members of the Flight Association Committee shall be appointed by Declarant, and the licensing requirements for the initial members are hereby waived. Notwithstanding anything to the contrary herein, Jeff M. Richardson and John R. Richardson shall be the initial members and shall have the right to make decisions on behalf of the Architectural Control Committee until a third member is chosen.

6.3 Terms of Office. Unless the initial members of the Flight Association Committee have resigned or been removed, their terms of office shall expire on December 31, 2024, but shall continue thereafter until (a) the appointment of their respective successors; or (b) notification of their respective resignations. Thereafter, the term of each member of the Committee shall be for a period of two (2) years or until the appointment of his/her successor.

6.4 Appointment and Removal. The right to appoint and remove all members of the Flight Association Committee at any time, shall be and is hereby initially vested in Declarant, and then vested fully in the Board of the Association; provided, however, that no member may be removed from the Flight Association Committee by the Board except by the vote or written consent of two-thirds (2/3) of all the members of the Board. Any member of the Flight Association Committee may resign at any time by giving written notice thereof to the Board.

6.5 Duties. The Flight Association Committee shall have the authority and responsibility to review, adopt, amend, and enforce flight and operation safety rules and regulations for the Wood Acres Airpark Subdivision airpark, runway, and affiliated facilities. A copy of such rules and regulations shall be maintained by the Flight Association Committee and delivered to each Owner. Each Owner shall read and understand the rules and regulations of the Flight Association Committee, and each Owner shall be obligated to familiarize himself with the current and applicable rules of the Flight Association Committee. The Flight Association Committee shall further have responsibility to oversee the alteration, expansion, augmentation, disposal, divestment, re-description, maintenance, repair, replacement, administration and operation of the Wood Acres Airpark Subdivision's airpark, runway, and affiliated facilities, and the assessment of expenses, payment of losses, disposition of hazard insurance proceeds received by the Association, and other matters as provided in this Declaration or assigned to it by the Association's Board.

6.6 Meetings and Compensations. The Flight Association Committee shall meet from time to time as necessary to perform its duties hereunder. The vote or written consent of a simple majority of the members at a meeting, or otherwise, shall constitute the act of the Flight Association Committee. Members of the Flight Association Committee shall not be entitled to compensation for their services; provided, however, that such members may be reimbursed for actual costs incurred in carrying out the duties of the Flight Association Committee.

6.7 Liability. Neither the Flight Association Committee nor any member thereof, shall be liable to the Association, the Board, any Owner, or to any other party for any damage, loss or prejudice suffered or claimed on account of its performance of its duties.

ARTICLE 7: WOOD ACRES AIRPARK HOMEOWNER'S ASSOCIATION

7.1 Organization of Association. The Association shall be initially organized by Declarant as a Missouri nonprofit corporation under the provisions of the Missouri Code relating to nonprofit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles and Bylaws of the Association and this Declaration. Neither the Articles nor the Bylaws of the Association shall be amended or otherwise changed or interpreted to be inconsistent with this Declaration. Declarant grants to the Association a revocable, non-exclusive license to use the name "7MO1 Wood Acres Airpark" for the sole purpose of identifying the Association.

7.2 Members of Association.

Resident Members shall be all Owners and no Owner, except Declarant, shall have more than one membership in the Association. Memberships in the Association shall be appurtenant to the Lot or other portion of the Property owned by such Owner. The memberships in the Association cannot be terminated and shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of an Owner's title in and to such Lot or other portion of the Property owned by such Owner, and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and shall not be reflected on the books of the Association. In the event any Lot is owned by a corporation, partnership or other association, the corporation, partnership or association shall be a Member and shall designate in

writing at the time of acquisition of the Lot an individual who shall have the power to vote the membership, and in the absence of such designation and until such designation is made, the chief executive officer, if any, of such corporation, partnership or association shall have the power to vote the membership, and if there is no chief executive officer, then the board of directors or general partner of such corporation, partnership or association shall designate who shall have the power to vote the membership. Without limiting the foregoing, this provision shall not be construed as allowing a corporation, partnership or association, which entity's primary purpose is to operate a flying club, to own a Lot when the entity's intention is to own the Lot so that the members of the flying club may use the Airpark, taxiway and hangars.

Non-Resident Members. Shall mean a membership in 7MO1 Wood Acre Airpark that affords the holder certain rights of usage of the common areas for access to use the Airfield and common areas of the Airpark and affords the holder limited voting rights as determined by the Association. Non- Resident Memberships that have not been transferred from the Declarants shall not be entitled to a vote. The Non-Resident Member is also encumbered with dues and assessments as established by the Association

7.3 Voting. The Association will have two (2) classes of voting memberships.

7.3.1.1 Class A Members. Class A Members shall be all Lot Owners with the exception of Declarant, so long as Declarant is the Class B Member. Class A Members shall also be any owner of a hangar that is located on Lot 1. Each Owner shall be entitled to one (1) vote for each Lot owned by such Owner. Each Non-Resident Member Owner shall be entitled to one (1) vote for each membership owned by such Owner on issues the Association has given Non-Residents voting rights. When more than one person holds an interest in any Lot, all such persons shall be Members of the Association. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Fractional votes shall not be allowed. The vote applicable to any Lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise. Upon termination of the Class B Member, Declarant shall become a Class A Member to the extent Declarant is an Owner.

7.3.1.2 Class B Member. Declarant, by and through Declarant's designated representative (Declarant's delegate), shall be the Class B Member, and shall be entitled to six (6) votes for each of the improved or unimproved Lots owned by Declarant. The Class B Member shall cease to be a voting member in the Association at the time the last Lot is sold or upon written termination by the Declarant. This date may be referred to herein as the "Class B Member Termination Date."

7.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by such officers as the Board may elect or appoint, in accordance with the Articles and the Bylaws of the Association, as the same may be amended from time to time. The Board shall be comprised of not less than three (3) nor more than seven (7) Members appointed by the Class B Member in the Class B Member's discretion. The Class B Member shall have the right to remove or replace any Director, with or without cause, at the Class B Member's discretion. After the Class B Member Termination Date, the Board shall be comprised of Class A Members, including Declarant. For purposes of voting at Board meetings, each Class A Member, including Declarant, when acting in their capacity as Board members, shall have the same number of votes as provided further in Section 7.3 above. The Association may exercise any right or privilege given to the Association expressly by this Declaration and the project documents, or as reasonably implied from or reasonably necessary to effectuate any such right or privilege.

7.5 Power and Duties of the Association

7.5.1 Powers. The Association shall have all the powers of a nonprofit corporation organized under the nonprofit corporation laws of the State of Missouri subject only to such limitations upon the exercise of such powers as are expressly set forth in the Project Documents, and to do and perform any and all acts which may be necessary, proper, and/or incidental to the proper management and operation of the Association's business, Common Area and the Association's other assets, including water and water rights, ditch and ditch rights, and storage and storage rights, when and if received from Declarant, and the performance of the other responsibilities herein enumerated, including, without limitation:

7.5.2 Assessments. The power to levy Assessments on behalf of any Owner, or any portion of the Property, pursuant to the restrictions provided in this Declaration, and to enforce payment of such Assessments, all in accordance with the provisions of this Declaration. This power shall include the right of the Association to levy Assessments on any Owner or any portion of the Property to cover the operation and maintenance costs of Common Area.

7.5.3 Right of Enforcement. The Association shall be the primary entity responsible for enforcement of this Declaration. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the project documents, and to enforce by injunction or otherwise, all provisions hereof. The Association, after reasonable notice to the offender and/or to the Owner, may remove any improvement constructed, reconstructed, refinished, removed, added, altered or maintained in violation of this Declaration and/or the design guidelines, and the Owner of the improvements shall immediately reimburse the Association for all expenses incurred with such removal. Each violation of this Declaration and the design guidelines is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against an Owner shall be applicable.

7.5.4 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to the Association Manager to act as manager for the maintenance, repair, replacement and operation of any Common Area. The Association and the Members of the Association shall not be liable for any omission or improper exercise by the Association Manager of any such duty or power so delegated. All contracts for management of any Common Area shall be for a term not exceeding one (1) year, shall be terminable on thirty (30) day notice with or without cause, and shall be subject to review by the Board.

7.5.5 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such Association Rules and regulations as the Association deems reasonable. The Association shall be the primary entity responsible for enforcement of the Association Rules. The Association may govern the use of Common Area by Owners, their families, invitees, licensees, lessees, or contract purchasers including, without limitation, the use of Common Area for organized recreational activities; provided, however, that the Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration. A copy of the Association Rules as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner. Upon such

mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event such Association Rules are inconsistent with or less restrictive than any other provisions of this Declaration, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration to the extent of any such inconsistency.

7.5.6 Emergency Powers. The power, exercised by the Association or by any person authorized by the Association, to enter upon any portion of the Property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary, in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner of such portion of the Property as practicable, and any damage caused thereby shall be repaired by the Association.

7.5.7 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on, under and about Common Area as may be necessary or appropriate for the orderly construction of improvements, maintenance, preservation and enjoyment of the same, and for the preservation of the health, safety, convenience and the welfare of Owners:

Underground lines, cables, wires, conduits or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services.

Public or private sewers, septic systems, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and

Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting common area, public and private streets or land conveyed for any public or quasi-public purpose including, without limitation, pedestrian and bicycle pathways.

7.5.8 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by the project documents, without limiting the generality thereof, the Association or its agents, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

7.5.8.1 Operation and Maintenance of Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of Common Area, including the repair and replacement of property damaged or destroyed by casualty loss and including any signs placed at the entrances to, or otherwise in the vicinity of the Property. The Association shall, at Declarant's sole discretion, own and/or operate and/or maintain all properties owned by Declarant which are designated by Declarant for temporary or permanent use by Members of the Association.

7.5.8.2 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do

business in the State of Missouri, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of Common Area.

7.5.8.3 Maintenance of Airpark. Maintain the airpark, and all taxiways, roads, and runways.

7.5.8.4 Maintenance of Berms, Retaining Walls, Entryways and Fences. Maintain any berms, retaining walls, entry way and fences within and abutting any Common Area.

7.5.8.5 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against Common Area, or against other portions of the Property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid, or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, State and/or local taxes, including income or corporate taxes levied against the Association.

7.5.8.6 Tax Returns. Timely file any and all tax return(s) with the appropriate government entity.

7.5.8.7 Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for Common Area, and to own and/or manage for the benefit of the Wood Acres Airpark Subdivision all water and water rights, ditch and ditch rights, and storage and storage rights, and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, decree, stock ownership or otherwise.

7.5.8.8 Insurance. Obtain insurance from any reputable insurance company authorized to do business in the State of Missouri, and maintain in effect any insurance policy the Board deems necessary or advisable, and to the extent possible to obtain, including, without limitation the following policies of insurance:

Fire insurance including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment and fixtures located within Common Area.

Comprehensive public liability insurance insuring the Board, the Association, the Association Manager (if any), Declarant, and their respective agents and employees, invitees and guests of each of the foregoing against any liability incident to the ownership and/or use of Common Area. Limits on liability of such coverage shall be as follows: Not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence with respect to personal injury or death, and One Million Dollars (\$1,000,000) per occurrence with respect to property damage.

Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000).

Such other insurance, including motor vehicle insurance and worker's compensation insurance, to the extent necessary to comply with all applicable laws, and indemnity, faithful performance, fidelity and/or other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against loss from malfeasance or dishonesty of any employee or other Person charged with the management or possession of the Association funds or other property.

The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to deal therewith; and

Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessment levied by the Association.

7.5.8.9 Rule Making. Make, establish, promulgate, amend and repeal such Association Rules as the Board shall deem advisable.

7.5.8.10 Newsletter. If the Association so elects, prepare and distribute a newsletter on matters of general interest to Association Members, the cost of which shall be included in the Regular Assessment.

7.5.8.11 Architectural Control Committee. Appoint and remove members of the Architectural Control Committee following Declarant's relinquishment of right to appoint such members, subject to the provisions of this Declaration.

7.5.8.12 Flight Association Committee. Appoint and remove members of the Flight Association Committee following Declarant's relinquishment of right to appoint such members, subject to the provisions of this Declaration; and

7.5.8.13 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advised or necessary to enforce any of the provisions of the project documents and any and all State or local laws, ordinances, rules and regulations. Also including, without limitation, the recordation of any claim of lien with the Canyon County Recorder's Office, as more fully provided herein.

7.6 Annual Meeting. The Association shall hold an annual meeting each year and the first annual meeting shall be held during the month of May of the first calendar year following the first sale of a Lot in the Property. Subsequent regular annual meetings of the Association shall be held as provided in the Bylaws of the Association. Special meetings may be called as provided for in the Bylaws of the Association. Notice of annual or special meetings of the Association shall be delivered to all Members of the Association as provided in the Bylaws of the Association. All meetings shall be held within the Property or as close thereto as practicable at a reasonable place selected by the Board. All Members of the Association are encouraged to attend all annual and special meetings of the Association.

7.7 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and, upon request, copies shall be distributed to each Member of the Association as follows:

- (a) A pro forma operating statement or budget for each fiscal year of the Association shall be available for distribution not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable.
- (b) Within ninety (90) days after the close of each fiscal year, the Association shall cause to be prepared and available to each Owner, a balance sheet as of the last day of the Association's fiscal year for the Association and annual operating statements reflecting the income and expenditures of the Association for their fiscal last year. Copies of the balance sheet and operating statement shall be available for distribution to each Member within ninety (90) days after the end of each fiscal year.

7.8 Association Manager. The Association may employ or contract for the services of a professional manager or management company, provided that no such employment or contract shall have a term of more than one (1) year, and each such contract shall be subject to cancellation by the Association upon thirty (30) day notice, with or without cause, and without payment of a termination fee. The Association Manager so employed or contracted with shall not have the authority to make expenditures chargeable against the Association except upon specific prior written approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by such a professional manager of any such duty, power or function so delegated by or on behalf of the Board.

7.9 Personal Liability. No Member of the Board, or member of any committee of the Association (including, without limitation, the Architectural Control Committee or the Flight Association Committee), or any officer of the Association, or the Association Manager (if any), or Declarant, shall be personally liable to any Owner, or to any other party including, without limitation, the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any officer, committee, or other representative or employee of the Association, Declarant, or the Architectural Control Committee, provided that such Person, upon the basis of such information as may be possessed by such Person, has acted in good faith without willful or intentional negligence and/or misconduct.

7.10 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than otherwise might be. Neither the Association, Declarant, nor any successor of Declarant shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges that the Association, Declarant, and any successor of Declarant are not insurers and that each person using the Property assumes all risks for loss or damage to persons, property, Lots, to Common Area, and to the contents of Lots resulting from acts of third parties.

ARTICLE 8: PERMITTED USES AND RESTRICTIONS FOR COMMON AREA

8.1 Use of Common Area. Every Owner, unless expressly designated otherwise by Declarant in a Supplemental Declaration, shall have a right to use each parcel of Common Area, which right shall be

appurtenant to and shall pass with the title to every Lot subject to the following provisions: For the purpose of this Article, Owner and Non-Resident Member shall be considered the same.

8.1.1 The right of the Association holding or controlling such Common Area to levy and increase Assessments for the construction, protection, maintenance, repair, management and operation of improvements on Common Area, including the right to Special Assessments.

8.1.2 The right of the Association to suspend the voting rights and rights of use, or interest in, Common Area by an Owner, and such Owner's family and guests for any period during which any Assessment or charge against such Owner's Lot remains unpaid, and for a period not to exceed one hundred eighty (180) days for any infraction of the Association Rules.

8.1.3 The right of the Association to dedicate or transfer all or any part of Common Area to any public agency, authority or utility or other person or entity, as provided further herein.

8.1.4 The right of such Association to prohibit the construction of Improvements on all Common Area.

8.1.5 The right of the Association to charge reasonable fees for the use of any recreational facility located in the Common Area.

8.1.6 The right of the Association to adopt rules regulating the use and enjoyment of the Common Area, including rules restricting use of the Common Area to Owners of Lots and their family and guests, and rules limiting the number of family members and guests who may use the Common Area.

8.1.7 There is hereby reserved to all authorized users of any portion of the Common Area an easement over the remaining Common Area of the Association for direct ingress and egress to and from such Common Area being used, subject to Association Rules and regulations; and

8.1.8 The Common Area cannot be mortgaged or conveyed without the approval of Owners, excluding Declarant, of at least two-thirds (2/3) of the total voting power in the Association. If ingress or egress to any Lot is through Common Area, any conveyance or encumbrance of Common Area shall be subject to an easement of Owners of such Lots for the purpose of ingress and egress.

8.2 Designation of Common Area. Declarant shall designate and reserve Common Area in the Declaration, Supplemental Declarations and/or recorded Plats, deeds or other instruments.

8.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the project documents, such Owner's right of enjoyment to Common Area to the members of such Owner's family and guests or contract purchasers who reside on such Owner's Lot; provided, however, under no circumstances shall any Owner's right to use the Common Area be delegated to a flying club.

8.4 Damages. Each Owner shall be fully liable for any damage to any Common Area that may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family or guests, both minor and adult. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be Limited Assessment against such Owner(s) Lot(s) and may be collected as provided herein for the collection of other Assessments.

ARTICLE 9: ASSESSMENTS

9.1 Covenant to Pay Assessment. By acceptance of a deed to any Lot, each Owner of such Lot, thereby covenants and agrees to pay when due all Assessments or charges made by the Association, including the Regular Assessment, Special Assessments and Limited Assessments and charges made against such Owner pursuant to the provision of this Declaration, any Supplemental Declaration or other applicable project documents. Furthermore, by acceptance of a Non-Resident Membership, each Non-Resident Member, thereby covenants and agrees to pay when due all Assessments or charges made by the Association, including the Regular Assessment, Special Assessments and Limited Assessments and charges made against such Owner pursuant to the provision of this Declaration, any Supplemental Declaration or other applicable project documents. The Board will determine what percentage if any of the aforementioned assessment will apply to any Non-Resident Membership.

9.1.1 Assessment Constitutes Lien. Such Assessments and charges together with late charge(s), interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a continuing lien upon the property against which each such Assessment or charge is made.

9.1.2 Assessment is Personal Obligation. Each such Assessment, together with late charge(s), interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. No Owner shall be exempt from such obligation by a waiver of the use and enjoyment of Common Area or by lease or abandonment of such Owner's Lot.

No Owner may exempt such Owner from liability for Assessments, by nonuse of Common Area, abandonment of such Owner's Lot, or any other means. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

9.2 Uniform Rate of Assessment. All Assessments must be fixed at a uniform rate for each designated type of Lot.

9.3 Date of Commencement of Assessments. The obligation to pay Assessments shall commence as to each Lot on the first day of the month following: (1) the month in which the Lot is made subject to this Declaration; or (2) the month in which the Board first determines a budget and levies Assessments pursuant to this Article, whichever is later. The first annual Regular Assessment levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time Assessments commence on the Lot.

9.4 Exempt Property. The following property shall be exempt from payment of the Regular Assessment and Special Assessments:

- (a) all Common Areas.
- (b) any property dedicated to and accepted by any governmental authority or public utility; and
- (c) any property held by a conservation trust or similar nonprofit entity as a conservation easement, except to the extent that any such easement lies within the

boundaries of a Lot which is subject to Assessment (in which case the Lot shall not be exempted from Assessment).

9.5 Regular Assessment. All Owners are obligated to pay the Regular Assessment to the treasurer of the Association on a schedule of payments established by the Board.

9.5.1 Purposes of the Regular Assessment. The proceeds from the Regular Assessment are to be used for all costs and expenses incurred by the Association, including attorneys' fees and other professional fees, for the conduct of such Association affairs including, without limitation, the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of Common Areas, including all improvements located on such areas owned and/or managed and maintained by the Association (the "Operating Expenses"), and an amount allocated to an adequate reserve fund to be used for repair, replacement, maintenance and improvement to those elements of Common Area, or other property of the Association that must be replaced and maintained on a regular basis (the "Repair Expenses"). The Operating Expenses and the Repair Expenses are collectively referred to herein as the "Expenses."

9.5.2 Computation of the Regular Assessment. The Association shall compute the amount of its Expenses on an annual basis. The Board of the Association shall compute and levy the amount of the Regular Assessment owed by its Members for the first fiscal year within six (6) months following the month in which the closing of the first sale of a Lot occurs in the Property for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of the Regular Assessment by the Association shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one (1) year. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with Declarant or other entities for payment of Expenses.

If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. The Regular Assessment shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted expenses, including reserves. In determining the level of Assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Lots subject to Assessment on the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to Assessment during the fiscal year.

9.5.3 Amounts Paid by Owners. The Board may require, in its discretion or as provided in the project documents, payment of the Regular Assessment to the Association in monthly, quarterly, semi-annual or annual installments. Regardless of the installment schedule adopted by the Board, the Board may bill for Assessments monthly, quarterly, semi-annually or annually, at its sole discretion. The Regular Assessment to be paid by any particular Owner, except for Declarant, for any given fiscal year shall be:

9.5.3.1 An amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Lots in the Property

subject to this Declaration. Without limiting the foregoing, the initial Regular Assessment shall not exceed One Hundred and No/100 Dollars (\$100.00) per month. The Board, in its sole discretion, may increase the Regular Assessment up to five percent (5%) annually without a vote of the Members of the Association. Any annual increases of the Regular Assessment over five percent (5%) shall require a vote of the Members of the Association.

9.6 Declarant's Obligation for Assessments. While Declarant is a Class B Member, Declarant may annually elect either to pay the Regular Assessment on its unsold Lots, or to pay the difference between the amount of Assessments collected on all other Lots subject to Assessment and the amount of actual expenditures by the Association during the fiscal year. Unless Declarant otherwise notifies the Board in writing at least sixty (60) days before the beginning of each fiscal year, Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. However, Declarant shall under no circumstance be required by the Association to pay more than the total of the Regular Assessment on its unsold lots in any given assessment year. Regardless of such election, the Association shall have a lien against all Lots owned by Declarant to secure Declarant's obligations under this Section, which lien shall have the same attributes and shall be enforceable in the same manner as the Association's lien against other Lots under this Article. Declarant's obligations and/or payments hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these.

So long as Declarant has the right unilaterally to annex additional property pursuant hereto, Declarant may, but shall not be obligated to, make payment of a subsidy (in addition to any amounts paid by Declarant under this Section), which may be either a contribution, an advance against future Assessments due from Declarant, or a loan, in Declarant's discretion. Any such subsidy and the nature thereof shall be conspicuously disclosed as a line item in the expense budget and shall be made known to the membership. The payment of such subsidy in any year shall under no circumstances obligate Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

9.7 Special Assessments.

9.7.1 Purpose and Procedure. In the event that the Board shall determine that the Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses for any reason, including, without limitation, costs of construction, improvement, protection, maintenance, repair, management and operation of Improvements upon Common Area, attorneys' fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as the Regular Assessment. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

9.7.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of the Regular Assessment for the Association.

9.8 Set-Up Fee Assessments. Upon each transfer of any Lot, Non-Resident membership or residence in the Subdivision, other than by the Declarant, each buyer and/or Owner shall pay the Association a special set-up fee assessment in the aggregate sum of five hundred and 00/100 dollars (\$500.00), which shall be used for general Association purposes. The Association shall have the right to modify and change this amount as it deems appropriate. This amount shall be in addition to, not in lieu of,

the prorated annual Regular Assessment and shall not be considered an advance payment of such Assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the project documents.

9.9 Limited Assessments. Notwithstanding the above provisions with respect to the Regular Assessment and Special Assessments, the Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Lot into compliance with the provisions of the project documents or for damage caused by the Owner, or any of such Owner's family or guests to any Common Area or any other portion of the Property.

9.10 Assessment Period. Unless otherwise provided in the project documents, the Assessment period for all Associations shall be determined by the Board. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal installments.

9.11 Notice and Assessment Due Date. Thirty (30) days prior written notice of the Regular Assessment and Special Assessments shall be sent by the Association to the Owner of every Lot subject thereto, and to any Owner in possession of such Lot. The due dates for installment payments of the Regular Assessment and Special Assessments shall be the first day of the month unless some other due date is established by the Board. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after due. There may accrue, solely at the Board's discretion, on each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, there may accrue, solely at the Board's discretion, on each installment payment delinquent for more than twenty (20) days, interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Lot as more fully provided herein.

9.12 Reserve Budget and Capital Contribution. The Board shall annually prepare reserve budgets for general purposes which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by the Regular Assessment over the budget period.

9.13 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether, to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates through which any Assessments have been paid by such Owner. Any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser or mortgagee of Owner's Lot. Reliance on such statement may not extend to any default of such Owner of which the signor of such statement shall have had no actual knowledge.

9.14 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in the project documents, written notice of any meeting called for the purpose of levying a Special Assessment by the Association, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any Owner of a Lot, not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of voting Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings

may be called subject to the same notice requirements, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE 10: ENFORCEMENT OF ASSESSMENTS; LIENS

10.1 Right to Enforce. The Association has the right to collect and enforce Assessments pursuant to the provisions hereof. Each Owner of a Lot, upon becoming an Owner of such Lot and each Non-Resident Member, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys' fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative(s) may enforce the obligations of Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

10.2 Assessment Liens.

10.2.1 Creation. There is hereby created a claim of lien on each and every Lot to secure payment of any and all Assessments levied against such Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Lots upon recordation of a claim of lien with the Ralls County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Lot and Assessments on any Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

10.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular Assessment, Special Assessments or Limited Assessment issued hereunder, the Association may cause to be recorded with the Ralls County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction or relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

10.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or as otherwise permitted by statute.

10.4 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Lot shall not be subordinate to the lien of any deed of trust or mortgage except the

lien of a first mortgage given and made in good faith and for value that is of record as an encumbrance against such Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Article, with respect to a first mortgagee who acquires title to a Lot, the sale or transfer of any Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

ARTICLE 11: INSPECTION OF AN ASSOCIATION'S BOOKS AND RECORDS

11.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committees of the Association shall be made available for inspection and copying by any Member of such Association or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board of such Association shall prescribe. No Member or any other Owner shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of such Association.

11.2 Rules Regarding Inspection of Books and Records. The Board of the Association shall establish reasonable rules with respect to notice to be given to the custodians of the records by Owners desiring to make the inspection; hours and days of the week when such inspection may be made; and payment of the cost of reproducing copies of documents requested pursuant to this Article.

11.3 Director's Rights of Inspection. Every director of the Board of the Association shall have the absolute right at any reasonable time to inspect all books, records and documents of such Association, and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

ARTICLE 12: EASEMENTS

12.1 Owners Easements of Enjoyment. Every Owner shall have a nonexclusive easement for the use and enjoyment of Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the easements set forth in this Declaration, as supplemented and amended from time to time.

12.2 Delegation of Use. Any Owner may delegate, in accordance with the project documents, such Owner's right of enjoyment in Common Area, to such Owner's family and guests.

12.3 Recorded Easements. The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to any other easements of record or of use as of the date of recordation of this Declaration, as supplemented and amended from time to time.

12.4 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of Common Area adjacent thereto, or as between adjacent Lots, due to the inadvertent placement or settling or shifting of improvements including, without limitation, structures, walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful or bad faith act(s) of an Owner. In the

event a structure on any Lot is partially or totally destroyed, and then repaired or rebuilt, Owners of each Lot agree that minor encroachments within and over adjoining Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section.

12.5 Easements of Access. Declarant expressly reserves for the benefit of all the Property reciprocal easements of ingress and egress for all Owners to, from over and across their respective Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Lots and Common Area resulting from the normal use of adjoining Lots and Common Area, and for necessary construction, maintenance and repair of any improvement including, without limitation, fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, pathways and landscaping. Such easements may be used by Declarant, and by all Owners, their family and guests, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Lot or Common Area.

12.6 Drainage and Utility Easements. Notwithstanding anything expressly or impliedly contained to the contrary, the Property shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities and/or drainage facilities that are required for the development of the Property. In addition, Declarant hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property, as appropriate, to utility companies and/or public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Lot in the Property.

12.6.1 Improvement of Drainage and Utility Easement Areas. The Owners of Lots are hereby restricted and enjoined from constructing or altering any improvements upon any drainage and/or utility easement areas as shown on the Plat(s) or otherwise designated in any recorded document that would interfere with or prevent the easement from being used for its intended purpose; provided, however, that any Owner, Association, or Declarant having interest in the landscaping easement described in this Article, shall be entitled to install and maintain landscaping on such easement areas, subject to approval by the Architectural Control Committee, so long as the same would not interfere with or prevent the easement area from being used for their intended purposes; provided further, that any damage sustained to improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Lot where improvements were so damaged, or in the event the easement area where Improvements were so damaged is located in a Common Area, the Association shall be responsible for the damage sustained and may impose a Special Assessment therefor.

12.7 Rights and Duties Concerning Utility Easements. The rights and duties of Owners of the Lots within the Property with respect to utilities shall be governed by the following:

12.7.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Lots owned by an Owner other than the Owner of the Lot served by the connections, the Owner of the Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon any Lot or to have their agent enter upon any Lot within the Property in or upon which such connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary; and

12.7.2 Whenever utility house connections are installed within the Property, which connections serve more than one Lot the Owner of each Lot served by the connections shall be

entitled to full use and enjoyment of such portions of such connections as service such Owner's Lot.

12.8 Party Structures. Each wall, fence, driveway or similar structure built as a part of the original construction on the Lots which serves and/or separates any two adjoining Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. All Owners who make use of the party structure shall share the cost of reasonable repair and maintenance of such structure equally. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners subsequently use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions. The right of an Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

12.9 Aviation Easements. Declarant does hereby grant for the use and benefit of the Owners, a non-exclusive perpetual easement and right of way in all airspace above the surface of the Property for the unobstructed use and passage of all types of aircraft (as hereinafter defined), operating in accordance with Federal Aviation Regulations (FAR's) by whomsoever owned and operated to or from the Airpark, including any additions thereto wherever located. Said easement, together with all things incident to or resulting from the use and enjoyment of said easement including, without limitation, the right to cause in all airspace above the surface of the Property such noise, vibrations, fumes, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication and any and all other effects that may be incident to or caused by the operation of aircraft over or in the vicinity of Property or in landing at or taking off from or operating at or on the Airpark, is hereby granted; and Declarant and Owners, by accepting a deed to Owner's Lot, do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against Declarant, the Association, the Board, and their respective successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on the Airpark. As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, without limitation, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whomever owned or operated. This easement and right-of-way hereby grant to the Association the continuing right to prevent:

- (a) the erection or growth upon the Property of any building, structure, tree, or other object which constitutes an obstruction to navigable airspace as defined by FAR part 77, or its amendment; or
- (b) any structure or thing creating electrical interference with radio communication between any installation upon the Airpark and aircraft; or
- (c) any structure or thing that may make it difficult for flyers to distinguish between airport lights and other visual aids; or
- (d) any use of the Property that causes a discharge of fumes, dust or smoke so dense as to impair visibility in such a way as to endanger the landing, taking off or maneuvering of aircraft. Declarant shall not construct or develop, nor permit the construction or development, of facilities or amenities that would tend to attract birds that may pose a danger to the flight of any aircraft.

12.10 General Landscape Easement. An easement is hereby reserved to the Association, its contractors, employees, and agents, to enter those portions of Lots, for the purpose of installing, maintaining, replacing and restoring exterior landscaping, and natural vegetation and/or habitat. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree and shrub trimming and pruning, walkway improvement, seasonal planting and such other landscaping activities within the Property as the Association shall determine to be necessary from time to time.

12.11 Declarant's Rights Incident to Construction. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Property and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the improvements on the Property owned by Declarant; provided, however, that no such rights shall be exercised by Declarant in such a way so as to unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Lot by that Owner or such Owner's family, tenants, employees, guests, or invitees.

12.12 Easements Deemed Created. All conveyances of Lots made after the date of the recording of the Declaration, as amended and supplemented from time to time, whether by Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article, even though no specific reference to such easement or to this Article appears in the instrument for such conveyance.

12.13 Waterway Easements. Declarant hereby reserves an easement for all pipes, pumps and other equipment over, across, under and through all Lots and Common Area to the extent reasonably required to maintain the Irrigation System. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way that interrupts the flow of water through the system or damages the system in any other fashion.

12.14 Reservation for Expansion. Declarant hereby reserves to itself and for Owners of Lots a perpetual easement and right-of-way for access over, upon, across and through the Property for construction, utilities, drainage, ingress and egress, and for use of Common Area for the expansion of Wood Acres Airpark Subdivision. The location of these easements and rights-of-way must be approved by the Board and may be documented by Declarant by recorded instruments.

12.15 Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies to enter the Property in the proper performances of their duties.

12.16 Maintenance Easement. An easement is hereby reserved to Declarant, which may be granted to the Association, and any Member of their Board or manager, if any, and their respective officers, agents, employees, and assigns, upon, across, over, in, and under the Lots and a right to make such use of the Lots as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the project documents, including the right to enter upon any Lot for the purpose of performing maintenance to the landscaping or the exterior of Improvements to such Lot as required by the project documents.

12.17 Association's Responsibility. The Association shall maintain and keep Common Area in good repair, such maintenance to be funded as provided herein. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and Improvements situated within Common Area.

ARTICLE 13: SUBJECTING ADDITIONAL LANDS TO THE DECLARATION

13.1 Additions in Accordance with General Plan of Development. The Declarant or the Developer, their heirs and assigns, shall have the right to bring within the scheme of this Declaration Additional Properties in future stages of the development without the consent of the Members within twenty (20) years of the date of this Declaration. This provision is intended to be permissive in nature and any such planned development shall not bind the Declarant or Developer, their respective successors and assigns, to make the proposed additions in any subsequent development.

The additions authorized under this Section shall be made by recording a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to the Additional Property, which shall extend the scheme of covenants and restrictions of this Declaration to such property.

Such Supplemental Declaration may contain such complimentary additions and modifications to the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with scheme of the master plan. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration within the existing Property.

ARTICLE 14: DISCLOSURES CONCERNING NOISES AND DANGERS RELATING TO FLYING

14.1 Disclosure and Warning. Wood Acres Airpark is a private airport and the Property is subject to various noise levels from aircraft based therein. Declarant hereby declares and covenants, and each Owner of any Lot within the Property, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to the knowledge of potential aircraft noise impacts. Regardless of whether any such reference is made in any deed or instrument, such covenants and agreements shall extend to and be binding upon successors, transferees, and assigns including, without limitation, future purchasers, mortgagees, renters, occupiers, and users of such Lots.

14.2 Disclosure and Acknowledgement of Dangers Relating to Flying Activities. Each Owner of any Lot within the Property, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to covenant and agree that such Owner understands that there are certain risks related to flying an airplane, landings and take offs of such airplanes, and living at or near an airfield (the foregoing collectively, "Flying Activities"). Each Owner covenants and acknowledges that Flying Activities at or near the Airpark are inherently dangerous and may result in personal or property loss to, without limitation, any Owner and such Owner's successors, assigns, heirs, personal representatives, family members, guests, invitees, licensees, employees, agents and independent contractors (the foregoing collectively, "Owner's Parties"), and/or property loss to such Owner's Lot. The risks and dangers related to the Flying Activities at or near the Airpark exist despite the utmost care and prudent operation of all pilots (including other Owners) using the Airpark. Each Owner, on behalf of such Owner's Parties, by acceptance of a deed to such Owner's Lot (whether or not it shall be so expressed in such deed):

Furthermore, Each Non-Resident Member (NR-Member) is deemed to covenant and agree that such NR-Member understands that there are certain risks related to flying an airplane, landings and take offs of such airplanes, and living at or near an airfield (the foregoing collectively, "Flying Activities"). Each NR-Member covenants and acknowledges that Flying Activities at or near the Airpark are inherently dangerous and may result in personal or property loss to, without limitation, any NR-Member and such NR-Members' successors, assigns, heirs, personal representatives, family members, guests, invitees, licensees,

employees, agents and independent contractors (the foregoing collectively, "NR-Member's Parties"), and/or property loss to such NR-Member. The risks and dangers related to the Flying Activities at or near the Airpark exist despite the utmost care and prudent operation of all pilots (including other Owners and NR-Members) using the Airpark. Each NR-Member, on behalf of such NR-Members' Parties, by acceptance of a Non-Resident Membership:

(a) hereby releases, Declarant and Declarant's successors, assigns, affiliates, directors, officers, employees, agents, attorneys or independent contractors (collectively, the "Development Company") from any liability relating to, resulting from or arising out of Flying Activities of any kind or nature, now or in the future, in, about or near the Airpark including, without limitation, loss of life, personal injury and/or property damage; and

(b) each Owner and NR-Member agrees to indemnify, defend and hold the Declarant and the Development Company harmless from any liability that may be imposed by the Owner's and NR-Members Parties relating to, resulting from or arising out of the Flying Activities of any kind or nature, now or in the future, in, about or near the Airpark including, without limitation, loss of life, personal injury and/or property damage.

Without limiting the foregoing, each Owner and NR-Member acknowledges and agrees that such Owner and NR-Member is aware of the dangers and risks to life and property caused by the Flying Activities, and Declarant recommends that each Owner and NR-Member make an informed decision to purchase sufficient insurance (including, without limitation, property insurance and liability insurance) to deal with any loss that might accrue to an Owner or NR-Member, relating to, resulting from or arising out of any Flying Activities.

ARTICLE 15: GENERAL PROVISIONS

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

15.2 Interpretation of the Covenants. Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the covenants and provisions hereof.

15.3 Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall be in full force and effect.

15.4 Rule Against Perpetuities. If any interest purported to be created by this Declaration is challenged under the Rule against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be (a) those which should be used in determining the validity of

the challenged interest, plus (b) those of the issue of the Board who are living at the time the period of perpetuities starts to run on the challenged interest.

15.5 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land until December 31, 2050, after which they shall be automatically extended for successive periods of ten (10) years. So long as the Class B Member is in existence, this Declaration may be amended by an instrument signed by (i) the Declarant or its successors or assigns, and (ii) the Owners owning not less than twenty (20%) of the Lots within the Subdivision. After the Class B Member Termination Date and at any time prior to December 31, 2050, this Declaration may be amended by an instrument signed by the Owners owning not less than seventy-five percent (75%) of the Lots within the Subdivision. At any time, subsequent to December 31, 2050, this Declaration may be amended by an instrument signed by the Owners owning not less than sixty-five percent (65%) of the Lots within the Subdivision. Any amendment must be recorded.

15.6 Violations and Nuisances. Every act or omission whereby any provision in this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the release sought is for negative or affirmative action, by Declarant, the Association, or any Owner or Owners of a Lot within Wood Acres Airpark. However, any other provision to the contrary notwithstanding, only Declarant, the Association, the Board, or the duly authorized agent of any of them, may enforce by self-help any of the provisions of this Declaration.

15.7 Violation of Law. Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation, or use of any property within Wood Acres Airpark, is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth herein.

15.8 Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

15.9 Delivery of Notices and Documents. Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail, postage pre-paid, addressed to the last known address of addressee.

15.10 References to Covenants in Deeds. Deeds to and instruments affecting any Lot, or any part of the Property may contain the covenants herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any deed or instrument, each and all of the covenants shall be binding upon the grantee-owner or other person claiming through any instrument and his heirs, executors, administrators, successors and assigns.

15.11 Declaration. By acceptance of a deed, or by acquiring any ownership interest in any of the Property within this Declaration, each person or entity, for himself or itself, his heirs, personal representative, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereinafter imposed by this Declaration and any amendments thereof. In addition, each person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and care of the Property covered thereby, and hereby evidences that his interest in all of the restrictions, conditions, rules and regulations contained herein shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each

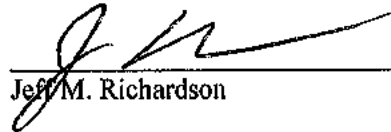
such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners.

15.12 Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

15.13 Captions and Titles. All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only, and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof, or to be used in determining the intent or context thereof.

IN WITNESS WHEREOF the undersigned John P. Richardson and Jeff M. Richardson has caused their names to be signed by their signatures on this 15 day of July, 2021.

DECLARANT:



Jeff M. Richardson

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF SAWAMON)

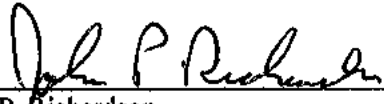
On this 15 day of JULY, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeff M. Richardson, known or identified to me to be the person who signed the within and foregoing Declaration of Covenants, Conditions and Restrictions of Wood Acres Airpark and Wood Acres Airpark-Phase 2, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public for Illinois
Residing at _____
My commission expires: _____
OFFICIAL SEAL
MELINDA GLENN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Oct. 14, 2024

DECLARANT:



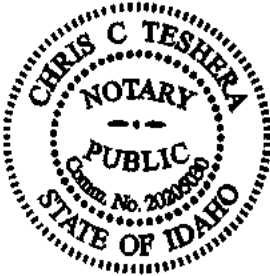
 John P. Richardson


ACKNOWLEDGMENT

STATE OF Idaho)
 COUNTY OF Valley) ss.

On this 15 day of July, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared John P. Richardson, known or identified to me to be the person who signed the within and foregoing Declaration of Covenants, Conditions and Restrictions of Wood Acres Airpark and Wood Acres Airpark-Phase 2, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

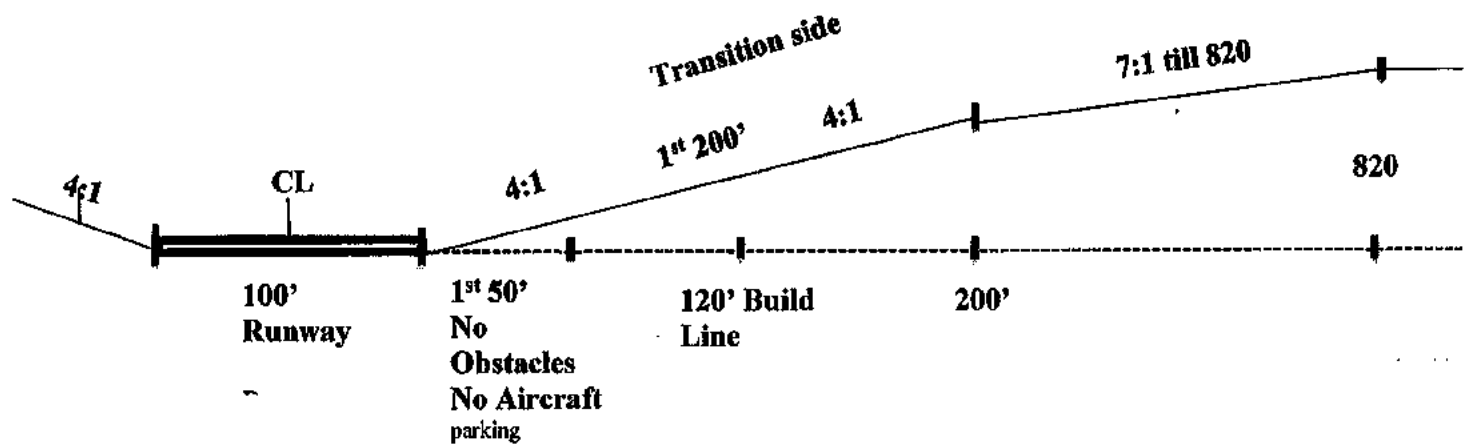




 Notary Public for First American Title
 Residing at McCall, Idaho
 My commission expires: 12/23/26

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXHIBIT "A"
HEIGHT & DISTANCE RESTRICTION
TRANSITION ZONE



- NOTES:**
1. No penetration of 4:1 & 7:1 transition surface by any structure
 2. No crops within 100' either side of runway or taxiway centerline
 3. No aircraft parking within 50' of any runway or taxiway side
 4. No manmade obstacles within 50' of runway or taxiway side except airport markings
 5. No permanent structures within 120' of runway side

Exhibit A1
Legal Description of Wood Acres Airpark

A tract of land lying in the Southwest Quarter of Section 8, Township 54 North, Range 7 West, Ralls County, Missouri, and being more fully described as follows, to-wit:

Commencing at a 5/8" iron pin marking the Northeast Corner of the Southwest Quarter of said Section 8, thence South 02 degrees, 06 minutes and 16 seconds West along the North-South centerline of said Section 208.78 feet to a 5/8" iron pin marking the true point of beginning; thence continue South 02 degrees, 06 minutes and 16 seconds West along said North-South centerline 1919.91 feet to a 5/8" iron pin; thence North 88 degrees, 57 minutes and 47 seconds West leaving said North-South centerline 1120.28 feet to a 5/8" iron pin; thence North 02 degrees, 50 minutes and 11 seconds East 2109.01 feet to a point on the East-West centerline of said Section 8; thence North 89 degrees, 58 minutes and 16 seconds East along said East-West centerline and along Greenlawn Trail 885.12 feet to a 5/8" iron pin; thence South 02 degrees, 06 minutes and 16 seconds West leaving said East-West Centerline and said Greenlawn Trail and parallel with the North-South centerline of said Section 208.78 feet to a 5/8" iron pin; thence North 89 degrees, 58 minutes and 16 seconds East parallel with the East-West centerline of said Section 208.78 feet to the point of beginning, containing 52.83 acres, more or less, and have caused the same to be surveyed, platted and subdivided into Lots 1 through 12 for the purpose of conveying the same, with Lot 12 being reserved for airstrip purposes and said tract as so subdivided shall henceforth be known as "Wood Acres Airpark" and said subdivision shall be subject to easements as shown on said plat and other easements and rights-of-way of record or not of record, if any. Also said subdivision shall be subject to restrictions and covenants as filed separately and along with all rights and obligations under an airport easement dated August 1, 1991, and filed of record in Book 327 at page 289+.

Exhibit A2
Legal Description of Wood Acres Airpark-Phase 2 (Amended)

A tract of land lying in the Southwest Quarter of Section 8 and the Northwest Quarter of Section 17, all in Township 54 North, Range 7 West, Ralls County, Missouri, and being more fully described as follows, to-wit:

Beginning at a found B.L.M. monument marking the quarter corner common to said Sections 8 and 17, thence South 01 degree, 34 minutes and 06 seconds West along the North-South Centerline of said Section 17 a distance of 672.04 feet to a 5/8" iron pin; thence North 89 degrees, 45 minutes and 57 seconds West leaving said North-South centerline 1642.33 feet to a 5/8" iron pin; thence North 01 degree, 34 minutes and 06 seconds East 1214.99 feet to a 5/8" iron pin; thence South 88 degrees, 57 minutes and 47 seconds East 1646.82 feet to a 5/8" iron pin on the North-South centerline of said Section 8; thence South 02 degrees, 06 minutes and 16 seconds West along said North-South centerline 520.01 feet to the point of beginning, containing 42.7 acres, more or less, and have caused the same to be surveyed, platted and subdivided into Lots 1 through 9 for the purpose of conveying the same, with Lot 9 being reserved for airstrip purposes and said tract as so subdivided shall henceforth be known as "Wood Acres Airpark-Phase 2" and said subdivision shall be subject to easements as shown on said plat and other easements and rights-of-way of record or not of record, if any. Also said subdivision shall be subject to restrictions and covenants as filed separately and along with all rights and obligations under an Airport Easement dated August 1, 1991, and filed for record in Book 327 at Page 289+.