
(Space above reserved for Recorder of Deeds)

**DECLARATION OF RESTRICTIONS
AND HOMES ASSOCIATION DECLARATION
FOR OSAGE NATIONAL RESIDENTIAL COMMUNITY**

**(AMENDING AND RESTATING THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR NORTH PORT AT THE LAKE)**

WHEREAS, Everett Holding Company, a Missouri corporation ("Developer"), is the owner of certain portions of the land described on Exhibit "A";

WHEREAS, the predecessor-in-title to the Developer executed that certain Declaration of Covenants, Conditions, and Restrictions for North Port at the Lake recorded in the office of the Recorder of Deeds of Miller County, Missouri originally on November 17, 1989 at Book Q, Page 321 and re-recorded on October 2, 1991 at Book R, Page 367, that certain Supplemental Declaration of Covenants, Conditions and Restrictions for North Port at the Lake recorded at Book R, Page 591, that certain Amendment to Declaration of Covenants, Conditions and Restrictions for North Port at the Lake recorded at Book S, Page 743, that certain Designation of Successor-Declarant recorded at Book 353, Page 929, and that certain Amendment to Declaration of Covenants, Conditions and Restrictions for North Port at the Lake recorded at Book 353, Page 935 (collectively, and as otherwise amended or supplemented prior to this Declaration, the "Original Declaration");

WHEREAS, Developer is the successor-declarant to North Port Associates, Inc. and Osage Land Company, L.L.C.;

WHEREAS, pursuant to Article XIII, Section 2 of the Original Declaration, Developer now desires to amend and restate the Original Declaration as set forth herein;

NOW, THEREFORE, in consideration of the premises, the Developer for itself and its successors, grantees and assigns, hereby declares that the Original Declaration is superceded and of no further force and effect, and that the Original Declaration is amended and restated as hereinafter set forth.

DEFINITION OF TERMS USED:

SECTION 1. For the purposes of these restrictions, the following terms shall be defined as follows:

- (a) The word "Developer" shall mean Everett Holding Company, a Missouri corporation, or assigns.
- (b) The word "street" shall mean any street, road, drive, or terrace of whatever name, as shown on any plats of land within the District or subsequently encumbered with this Declaration.
- (c) The word "Outbuilding" shall mean an enclosed or unenclosed, covered structure, not directly attached to the residence to which it is appurtenant.
- (d) The word "Lot" may mean either any numbered Lot as platted, or any Tract or Tracts of land as conveyed, which may consist of one or more numbered Lots, as platted, or part or parts of one or more numbered Lots, as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth. A "corner Lot" shall be deemed to be any Lot as platted, or any Tract of land as conveyed, having more than one street contiguous to it.
- (e) The word "Tract" shall mean any area identified by a letter of the English Alphabet or as otherwise identified and shown on said plat.
- (f) The terms "District" or "Subdivision" as used in this agreement shall mean all of the land described on Exhibit "A" attached hereto (hereinafter referred to as "Osage National"). If and when other land shall, in the manner hereinafter provided for, be added to that described above, then the term "District" and "Subdivision" shall thereafter mean all land which shall from time to time be subjected to the terms of this agreement, including any future modifications thereof. The term "improved property" as used herein, shall be deemed to mean a single Tract or Lot under a single Ownership and use, and on which Tract or Lot a residence has been erected or is in the process of erection or on which any other building not in violation of the restrictions then of record thereof is erected or is in the process of erection. Any such Tract may consist of one or more contiguous Lots or part or parts thereof. Any other land covered by this agreement shall be deemed to be vacant and unimproved.
- (g) The term "Association" shall mean a Missouri not-for-profit corporation named the "North Port at the Lake Community Association, Inc." which shall be renamed the "Osage National Community Association, Inc.", or such similar name as may be available at the time of incorporation.
- (h) The term "Public Places" as used herein shall be deemed to mean all streets and similar places the use of which is expressly dedicated to or set aside for the use of the general public on said plat.

- (i) The term "Common Areas" as used herein shall be deemed to mean any Tract, designated as such on said plat, located within the District as it exists from time to time, which Tracts shall be owned, managed and maintained by the Association for the use, benefit and enjoyment of the present and future Owners of land within the District.
- (j) The term "Owners" as herein used shall mean those persons or corporations who may from time to time own the land within the District.
- (k) The term "Golf Course Owner" shall mean the owner of Osage National Golf Course, currently Osage National Golf Holdings, LLC.
- (l) The term "Golf Club" shall mean the club established by the Golf Course Owner to grant privileges for the use of Osage National Golf Course and its related facilities.
- (m) The term "Guest of the Golf Club" shall mean any person that qualifies as a guest of the Golf Club pursuant to rules and regulations promulgated by the Golf Club from time to time.
- (n) The term "Single Family Zone" shall mean the area indicated on the site plan attached as Exhibit B hereto.

ARTICLE II.

DECLARATION OF RESTRICTIONS

SECTION 1. PERSONS BOUND BY THESE RESTRICTIONS:

- (a) Those who execute this instrument and all persons and corporations who or which may own or shall hereafter acquire any interest in the above-described Lots and land hereby restricted shall be taken to hold and agree and covenant with the Developer and the Owners of said Lots and land, and with their successors and assigns, to conform to and observe the following covenants, restrictions, and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending on December 31, 2024, provided, however, that each of said restrictions shall be renewable or amended in the manner hereinafter set forth.
- (b) The covenants are to run with the land and shall be binding on all Owners within this Subdivision and their grantees, heirs and assigns and all persons claiming under them until December 31, 2024, and shall be automatically continued thereafter for successive periods of twenty (20) years each, unless the Owners of the fee title to the majority of said Lots shall by resolution at a special meeting called for that purpose upon mailed notices to all such Owners, release, change, amend or alter any or all of the said restrictions, to be effective at the end of any such twenty (20) year period. Such release, change, amendment or alteration shall be in writing, shall be signed and acknowledged by the Owners of the Lots agreeing thereto, and shall be filed with the Recorder of Deeds of Miller County, Missouri within two (2) years prior to the expiration of said twenty (20) year period. Provided, this document may be amended at any time in the manner set forth in Article IV, Section 1. Such amendment shall be in writing, shall be signed and acknowledged by the Owners of the Lots agreeing thereto, and shall be filed with the

Recorder of Deeds of Miller County, Missouri. The following restrictions or protective covenants shall be kept by all persons owning, occupying or using said Lots and land and may be enforced by injunction, mandatory or otherwise; the Association may recover its reasonable attorneys fees in connection with such proceedings.

(c) If any party hereto, or any of its grantees or assigns, shall violate or attempt to violate any covenants herein, it shall be lawful for any other person or persons owning any real estate in Osage National to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damages for such violation.

(d) Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

SECTION 2. ARCHITECTURAL CONTROL COMMITTEE

(a) The Architectural Control Committee (the "ACC") will be composed of the Board of Directors of the Association ("Board of Directors"), or a subcommittee designated by it. Until such time that there exists a Board of Directors of the Association, the Developer will act as the ACC. In the event of death or resignation of any member of the ACC, the remaining members shall have full authority to designate a successor. Neither the members of the ACC, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

(b) No building, structure, appurtenance or improvement of any type shall be erected, placed, altered or improved on any Lot until construction plans and specifications, including a plan showing location on the Lot, have been approved by the ACC. The ACC shall have the absolute discretion to approve or disapprove such plans, and shall consider same in connection with these restrictions, quality and type of workmanship and materials, harmony of external design and colors with existing structures and landscape, and location with respect to topography and finished grade elevation. All exterior materials and the color of all exterior materials (including the color of decks and porches) shall be subject to the approval of the ACC. The ACC's interest in reviewing site and building designs is to assure that a high quality of compatible development is consistently achieved.

(c) In order to meet special situations that may not be foreseen, the ACC shall have the authority from time to time to allow variances of any of the requirements or restrictions set forth herein or otherwise adopted by the Owners, the ACC or the Board of Directors; and such variances shall not be considered precedent setting.

(d) All approvals and consents of the ACC shall be in writing, and oral approvals or consents shall be of no force or effect.

SECTION 3. RESTRICTIONS

(a) No Lot shall be divided or subdivided except with the approval of the ACC. If an Owner owns contiguous Lots, they may be combined into a single homesite but only upon obtaining the prior written approval of the applicable governmental authority and the Board of

Directors of the Association (each such approved combination of Lots being called a "Combined Lot"); provided, however, (i) for purpose of assessments, a Combined Lot shall be deemed only one Lot; (ii) all assessments with respect to a Combined Lot shall constitute a lien upon the entire Combined Lot; and (iii) the Owner of each Combined Lot shall be entitled to the rights of only one Association Membership in respect of all such Lots so combined. After combining Lots, the Combined Lot shall remain as such, and the Owner(s) thereof shall not be permitted at any time to rent, sell, or otherwise transfer or convey less than all of such Combined Lot.

(b) No building shall be located nearer than twenty-five (25) feet to the existing street Lot line as shown on any recorded plat or the setback required by city ordinance, whichever is more restrictive.

(c) No building shall be located nearer than five (5) feet to any interior Lot line, or as required by city ordinance, whichever is more restrictive.

(d) For the purposes of these covenants, uncovered decks or patios, eaves, steps and open porches shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building or structure to encroach upon another Lot.

(e) No fencing shall be permitted upon any of the Lots unless such fencing shall be cedar wood or wrought iron and built with methods and materials which harmonize with external design of buildings in the District; all fences and fencing shall be subject to approval in advance in writing by the ACC. No fence shall exceed 48" in height unless specifically approved for a greater height by the ACC. No animal pens or runs shall be permitted.

(f) All Lots, regardless of house location thereon, shall be fully sodded provided, however, no sodding shall be required where, in the opinion of the ACC, soil, lighting or topographical conditions would make sodding impractical or unreasonably expensive, and provided further that no duty to clear any Tract of trees, bushes, shrubs or natural growths which are kept reasonably attractive and controlled shall be implied.

(g) Each Lot located in the Single Family Zone shall be used for only single family residential purposes; provided, however, that the Developer reserves the right to utilize one or more Lots for common areas or common amenities, or sales offices. The Board of Directors may establish rules and regulations for the use of a portion of a home by the Owner thereof in furtherance of his or her occupation; provided, however, that such use shall not otherwise result in the violation of these restrictions or permit advertising (on or off site) or visitation by customers or clients at the home; and provided, further, that use of any Lot for day care (child or adult) purposes is prohibited.

(h) The Lots within the Single Family Zone may be improved, used or occupied only for private residences, and no flat, duplex or apartment house, though intended for residential purposes, may be erected thereon.

(i) No residence shall be more than three stories in height, except that split-level construction shall be permitted.

(j) No trailer, basement, tent, shack, garage, barn or Outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted.

(k) No dwelling or residence shall be occupied until fully completed, except for exterior painting, sod, landscaping and minor trim details, and such dwelling or residence must be fully completed within twelve (12) months after the first earth excavation is started. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months.

(l) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other common household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose, and further provided that not more than three (3) dogs or cats (or combination thereof) shall be kept or maintained on any Lot. In the event an otherwise permitted animal, in the discretion of the Board of Directors, constitutes a nuisance or endangers the safety or welfare of any resident of the Subdivision, such animal shall be removed from the Subdivision by the Owner thereof. In the event the Owner fails or refuses to remove the animal, the Board of Directors may cause the animal to be removed.

(m) No school or other buses, motor homes, mobile homes, autos, campers, camper-trailers, recreational vehicles, Tractors or trucks shall be parked at the curb for more than twenty-four (24) hours at any one time. No school bus, camper, motor home, mobile home, camper, camper-trailer, recreational vehicle, Tractor, truck with a capacity in excess of 3/4 ton, or truck with camper attached shall be parked or left outside on any Lot for more than twenty-four (24) hours at any one time; such vehicles shall be stored in a garage if kept on a Lot for more than twenty-four (24) hours. No major repair work shall be done on any car, truck, trailer or other vehicle while parked outside the garage or in the street. No autos, buses, boats, trucks, race cars, wrecked cars, modified stock cars, trailers, or vehicles that are not in operating condition, are not registered or whose presence might create an unsightly appearance or create a nuisance or be a hazard to life or health shall be allowed to be parked or left on any Lot or at the curb. No trash, old appliances, junk or other refuse shall be allowed to accumulate on any Lot.

(n) All doors on garages shall be kept closed, except when opened for the purpose of parking or removal of motor vehicles.

(o) No exterior clotheslines may be erected or maintained on any of the Lots hereby restricted. Flag poles may be erected subject to the prior approval of the ACC.

(p) No exterior Christmas lights and/or holiday decorations may be erected or maintained on any of the Lots hereby restricted, except during a sixty (60) day period beginning November 15th of each calendar year.

(q) No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Outside trash burning shall be prohibited, except on Lots that have residences under construction.

(r) No radio or television aerial wire, antenna, antenna tower, satellite dish (in excess of 36" in diameter) or energy collector, whether permanent or temporary, shall be maintained outside of any structure. Provided, however, that for permitted satellite dishes, the ACC shall have the right to impose requirements concerning location, height and screening as a condition to erection or maintenance of such satellite dish.

(s) No tanks for the storage of oil, propane gas or other gas or fluids may be maintained on any portion of the premises above or below the surface of the ground.

(t) No trash, ashes, or other refuse shall be thrown, dumped or placed upon any undeveloped portion of the Subdivision.

(u) Lawns shall be kept in good condition as soil, climate and other natural conditions permit, and grass shall not be permitted to reach a height of six (6) inches or more or otherwise create an unsightly appearance. In the event such grass is not kept within the height limitation above, the Association shall have the right to have such grass cut, and the cost therefor collected from the Owner in the same manner as Association dues.

(v) Any property Owner or property subject to the restrictions herein set forth may construct, for their personal use, one in-ground swimming pool, the design and materials of which shall be subject to the approval of the ACC; no above ground or above grade swimming pools shall be permitted. No tennis courts shall be allowed unless constructed on common areas or areas owned by the Association.

(w) No storage buildings shall be allowed.

(x) No solar panels or solar collectors shall be installed or maintained on the exterior of any residence or on any Lot without the prior approval of the ACC.

(y) Basketball goals may be erected only with the prior written approval of the ACC. All basketball goals shall be free-standing on poles, and shall not be attached to any residence or building. Poles, nets, hardware, backboards and braces shall be kept in good condition, and backboards shall be of a transparent or clear material.

(z) Except as set forth herein, no sign of any type shall be erected, placed or maintained on any Lot or on any structure on a Lot without the prior approval of the ACC. Subdivision entry signs/markers and directional signs may be erected and maintained by the Developer or the Board of Directors, with the consent of the Developer (so long as Developer owns land in the Subdivision). A sign advertising the sale of a Lot or residence may be placed upon a Lot only if such sign conforms to the uniform advertising sign standards adopted by the ACC from time to time, which uniform advertising sign standards may include size restrictions and require a certain color scheme and/or design. For purposes hereof, a "sign" includes any mark, symbol, word(s), drawing or other drawing intended to communicate to a viewer.

(aa) With the exception of leases or rentals to a Guest of the Golf Club, no residence or Lot or any portion thereof may be leased or rented for a period of less than six (6) months. All leases or rental agreements shall be in writing, and the Owner of the Lot shall be responsible for compliance by the renter or lessee of these restrictions and the rules and regulations of the

Association. Any person renting or leasing as a Guest of the Golf Club shall be subject to such rules and regulations as promulgated by the Golf Club from time to time.

(bb) No hunting or use of firearms or archery equipment shall be permitted in the Subdivision.

(cc) No artificial vegetation shall be permitted on the exterior of any building, structure or improvement; exterior sculptures, fountains and other similar yard decor shall be subject to the prior approval of the ACC.

(dd) All driveways on Lots shall be paved surfaces of high quality finish such as asphalt, brick, concrete or other permanent material approved by the ACC.

(ee) All exposed surfaces of wood burning fireplace chimneys shall be constructed of or faced with stucco, brick or stone.

(ff) Exposed foundations shall be painted or covered with the same quality material as the residence.

(gg) All exterior wooden decks and porches shall be constructed of cedar wood, and stained or painted to be compatible with the exterior color décor of the residence.

(hh) Minimum square footage requirements for residences shall be 1600 square feet with at least 1200 square feet on the main floor. In calculating the foregoing minimum square footage requirement, basements, open porches, uncovered decks, patios and garages shall not be considered.

(ii) All residences shall have vinyl, wood windows or wood clad windows. The roof of every residence shall be constructed of asphalt shingles having a minimum 25 year warranty, tile, cedar shake shingles, wood shake shingles or such other materials approved by the ACC.

SECTION 4. EASEMENTS; MAINTENANCE.

(a) Easements for installation and maintenance of utilities and drainage facilities are reserved on the front, side, or rear of each Tract. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Tract, except for those improvements for which a public authority or utility company is responsible.

(b) It is agreed that if the Owner of any vacant Lot fails or refuses to cut weeds or brush from the cleared portions of the property, then the Architectural Committee shall have authorization to do so and the cost thereof may be taxed as a lien against the property.

ARTICLE III.

HOMES ASSOCIATION

SECTION 1. MEMBERSHIP IN ASSOCIATION. The Owners of all of the land hereinabove described, together with the Owners of any other land that may from time to time be made subject to all of the terms and provisions of this Declaration in the manner hereinafter provided for, shall be the members of an association, to be known as the "OSAGE NATIONAL COMMUNITY ASSOCIATION", or such similar name as may be available at the time of incorporation. The Association has been heretofore or will be incorporated under the laws of the State of Missouri as a corporation not for profit. Membership in the Association shall be limited to the Developer and Owners of land within the boundaries of the District as it exists from time to time, as hereinafter set forth.

SECTION 2. VOTING RIGHTS

(a) The Association shall have two (2) classes of voting membership, as follows:

(i) Class A. Each Owner of a Lot in the District shall be a Class A member. Each Class A member shall be entitled to one vote for each Lot owned by him, her or it in fee simple title. Provided, however, that until a residence is completed and occupied in good faith on a Lot, the Developer shall be entitled to the vote of the Lot Owner, and purchase of a Lot subject to this Declaration shall constitute the purchaser's proxy to Developer for the aforesaid purpose. When more than one person holds such interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

(ii) Class B. The Developer shall be a Class B member. The Developer shall have the right to appoint a majority of the Board of Directors of the Association and shall have the right to approve and power to veto any and all actions of the Association. Class B membership of the Developer shall continue until Developer owns no land in the District (including lands added as set forth below) or until Developer relinquishes its Class B membership, whichever first occurs. For purposes of voting requirements herein, the Class B member shall have twenty (20) votes for each Lot owned by it, in addition to the right to approve and power to veto set forth above.

(b) The voting rights of a Class A member shall be suspended for any period during which any assessment described herein, including interest and fees, remains unpaid.

(c) The Association, upon approval of its Board of Directors, shall have the right to charge reasonable fees and determine the rules for the use of any recreational facility, including one or more swimming pools, located within a Common Area.

(d) At any regular or special meeting of the Association, members may cast their vote in person or by proxy.

(e) Except as hereinbefore provided, the Association shall be the sole judge of the qualification of its members and of their rights to participate in its meetings and proceedings.

(f) Unless the context clearly indicates to the contrary, decisions by the Association described herein shall require approval of the requisite percentage of Class A and Class B votes combined, and not separate requisite percentages of each Class.

SECTION 3. LAND ENTITLED TO BENEFITS. No land shall be entitled to any of the benefits, improvements or services provided by the Association unless the Owner thereof shall have subjected his, her or its land to the terms of this Declaration and to the assessments herein provided for. For purposes hereof, accepting title to land within the District after the recording of this Declaration shall satisfy the foregoing requirements.

SECTION 4. USE OF COMMON AREAS.

(a) The Owners of land within the District shall have the exclusive right to the use of all Common Areas within the District as it from time to time exists, it being understood that Osage National Golf Course and its related facilities are not included within any of such Common Area, and that ownership of a Lot within the District shall not entitle any Owner to any rights to use Osage National Golf Course or its related facilities. The right to use Osage National Golf Course and its related facilities shall be subject to the rules and regulations promulgated by the Golf Course Owner and the Golf Club from time to time.

(b) The Association shall have the right and the power to make reasonable rules and regulations which shall govern the use of the Common Areas and implement the terms of this Declaration as the context requires.

SECTION 5. POWERS AND DUTIES OF THE ASSOCIATION

(a) The Association shall have the following powers and duties:

(i) To care for, spray, trim, protect, replace and replant trees, shrubbery, bushes, flowers, grass and sod in the Common Areas set aside for the exclusive use of the Owners in the District.

(ii) To provide, maintain, protect and, when necessary, design, construct, reconstruct and replace protective lighting within the District when adequate service of that type is not available from any public source.

(iii) To provide for the maintenance of any monument signs, gateways, entrances, fountains, and ornamental features now existing or which may hereafter be erected or created in said District in any public street or park, common area, or on any land set aside for the exclusive use of the Owners in the District; and also to provide for the maintenance of any streams or natural water-courses within the District.

(iv) To provide for the operation and maintenance of and also to establish and enforce rules for the use by the members of any tennis courts, swimming pools, playgrounds, beach areas, green areas and parking areas which now exist or which may hereinafter be included, created, owned or erected by the Association in the District.

(v) To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes and assessments on such real estate as may be owned by it; and to pay such taxes and assessments as may be assessed against common areas within the District.

(vi) To enforce, either in its own name or in the name of any Owner within the District, any or all building or other restrictions which may have been heretofore or may hereafter be imposed upon any of the land in such District, either in the form as originally placed thereon or as modified subsequently thereto, and impose and collect fines for violations of such restrictions; provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications as are permissible in the deeds, declaration, contract, plats or certificate of survey in which such restrictions or reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties, wherever and whenever such rights of assignment exist. The expenses and costs of any enforcement proceedings shall be paid out of the general fund of the Association as provided for herein. Nothing herein contained shall be deemed or construed to prevent any Owner having the contractual right to do so from enforcing in his own name any such restrictions.

(vii) To manage and control as trustee for its members all improvements, including storm water improvements, located upon common areas in the District, provided that such management and control of said improvements shall at all times be subject to that had and exercised by the City, County, and State, or any one of them in which the land within the District is located.

(viii) To mow, care for, maintain and remove rubbish from vacant and unimproved property and to do any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved property and the parking in front of any property in the District neat in appearance and in good order.

(ix) To exercise control over such easements as it may acquire from time to time.

(x) To provide for the collection and disposal of rubbish and garbage, in the discretion of the Board of Directors of the Association.

(xi) To levy and collect the assessments which are provided for in this Declaration.

(b) The Association shall have the following additional powers and duties which it may exercise and perform whenever in its discretion it may deem it necessary or desirable, to-wit:

(i) To provide for the plowing and removal of snow from sidewalks and streets, when such services are not available from any public source.

(ii) To provide such lights as the Association may deem advisable on gateways, entrances or other features, and in other public places, when such facilities are not available from any public source.

(iii) To provide for the cleaning of streets, gutters, catch basins and sidewalks and for the repair and maintenance of storm sewers and appurtenant drainage facilities, when such services are not available from any public source.

(iv) To erect and maintain signs for the marking of streets, and safety signs for the protection of children and other persons, when such signs are not available from any public source.

(v) To employ duly qualified peace officers for the purpose of providing such police protection as the Association may deem necessary or desirable in addition to that rendered by public authorities.

(vi) To contract for the services of consultants, managers, accountants and attorneys.

SECTION 6. METHOD OF PROVIDING GENERAL AND SPECIAL FUNDS

(a) For the purpose of providing a general fund to enable the Association to exercise the powers and maintain the improvements and render the services herein provided for, each Lot within the District, owned by a Class A member upon which a dwelling has been erected and is then or has been at any time theretofore occupied as a residence, shall be subject to an annual general fund assessment which may be levied by the Association from year to year, which assessment shall be paid to the Association annually or at such other times as the Association may determine in advance. Anything to the contrary herein notwithstanding, the Developer, in its sole discretion, shall fix the amount of annual assessment, for so long as Developer owns land within the District (including land added to the District). Thereafter, the Board of Directors of the Association shall from year to year fix and determine the total amount required in this general fund and may levy and collect an annual assessment for each Lot owned by a Class A member upon which a dwelling has been erected and is then or has been at any time theretofore occupied as a residence. Assessments shall commence either upon occupancy of the home or by completed sale, whichever comes first. The assessment for the year in which the dwelling is erected shall be determined on the basis of date of the occupancy permit and will be prorated on a 365-day year basis.

(b) The maximum annual assessment upon each Lot as aforesaid may be increased by the Board of the Association on all the Lots in the District by an amount not exceeding ten percent (10%) of the preceding year annual assessment which the Association may levy against such Lot and collect from year to year; provided, that the preceding year annual assessment upon each Lot as aforesaid may be increased on all the Lots in the District by an amount not exceeding one hundred percent (100%) of the previous annual assessment applicable to said Lot, provided that at a meeting of the members specially called for that purpose, prior to the date on which the assessment is levied for the year for which such increase is proposed, seventy-five percent (75%) of the votes of the Class A members present in person or by proxy at such meeting may authorize such an increase by an affirmative vote therefor. The Association shall be empowered to levy and collect special assessments for capital improvements or repairs in such amounts as the said Board deems reasonably necessary.

SECTION 7. LIEN ON REAL ESTATE

(a) The assessment provided for herein shall become a lien on the real estate against which it can be levied as soon as it is due and payable as above set forth; provided, however, that such lien shall be inferior or subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate. In the event of the failure of any Owner to pay the assessment within thirty (30) days from the date same is levied, then such assessment, from the thirtieth (30th) day after it has been levied shall bear interest at the maximum rate of interest then allowed in Missouri on judgments.

(b) Within thirty (30) days from the date of levying the assessment for the calendar year during which and for which the assessment is levied, the assessments shall become delinquent and payment of both principal and interest may be enforced as a lien on said real estate, in proceedings in any court in Miller County, Missouri, having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may at its discretion file certificates of nonpayment of assessments in the office of the Recorder of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the Owner or Owners of the property described therein a fee of the greater of One Hundred Fifty Dollars (\$150.00) or one year's general assessment as described in Section 6 above, which fee is hereby declared to be a lien upon the real estate so described in said certificate, provided that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate. Such fee shall be collectable in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

(c) Such liens shall continue for a period of five (5) years from the date of delinquency or the maximum amount allowed by law, whichever is longer, unless within such time suit shall have been instituted for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment establishing same.

SECTION 8. EXPENDITURES LIMITED TO ASSESSMENTS FOR CURRENT YEAR. The Association shall at no time expend more money within any calendar year than the total amount of the general assessment for that particular year plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatsoever binding the general assessment of any future year to pay for any such obligation, and no such contract shall be valid or enforceable against the Association except for contracts for periods up to three (3) years for utilities, trash removal and equipment and property maintenance, it being the intention that the assessments for each year shall be applied as far as practicable toward payment of the obligations of that year, and that the Association shall have no power to make a contract affecting the assessment of any future or subsequent year except for the purposes set forth above.

SECTION 9. ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS. The Association shall notify all Owners of land in the District as it may exist from time to time, insofar as the addresses of such Owners are listed with said Association, of the official address of said Association, the

place and time of the regular meetings of the Association, and the place where payments shall be made and any other business in connection with said Association may be transacted, and in the case of any change of such address the Association shall notify all the Owners of the land within the District, insofar as their addresses are listed with the Association, of the new address.

SECTION 10. DEVELOPER ACTING FOR ASSOCIATION. Until relinquished as set forth below, the Developer shall have the right at its option to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were hereby given directly to the Developer. The Association contemplated by the terms of this Declaration shall not assume any of the rights herein provided for without the consent of the Developer and its relinquishment in writing of such rights. The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to the Association any or all of the rights, reservations and privileges reserved by it in this Section, and upon such assignment or conveyance being made, the Association shall exercise and assume such rights.

SECTION 11. TO OBSERVE ALL LAWS. Said Association shall at all times observe all State, County, City and other laws, and if at any time any of the provisions of this Declaration shall be found to be in conflict therewith, then such parts of this Declaration as are in conflict with such laws shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations, penalties for violation thereof and provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of this Declaration, subject, however, to the limitation of its rights to contract as are herein provided.

ARTICLE IV.

GENERAL PROVISIONS

SECTION 1. AMENDMENT. Upon the affirmative vote of 66% of the votes of Class A members in person or by proxy at a meeting called for such purpose, and with the approval of the Class B member (so long as Class B membership exists), evidenced by a Declaration duly executed and acknowledged by such Class A and Class B members and recorded in the office of the Recorder of Deeds of Miller County, Missouri, this instrument may be modified and amended. Provided, however, that the Developer retains the right to amend this Declaration, in its sole discretion, as it may relate to land added pursuant to Section 4 below. In recognition of the fact that the provisions of this Declaration are for the benefit of the Golf Course Owner, no amendment to this Declaration, other than amendments made by the Developer, may be made without the written approval hereof by the Golf Course Owner.

SECTION 2. HOW TERMINATED. This Declaration may be terminated, and all of the land now or hereafter affected may be released from all of the terms and provisions thereof, by the affirmative vote of ninety percent (90%) of the outstanding total votes of Class A and approval of the Class B member (so long as Class B membership exists), and shall be evidenced by an appropriate agreement or agreements for that purpose and filing the same for record in the office of the Recorder of Deeds of Miller County, Missouri.

SECTION 3. COVENANTS RUNNING WITH THE LAND. All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon the Developer and upon their successors and assigns.

SECTION 4. ADDITIONAL LANDS. The Developer unconditionally reserves the right to subject additional land to these restrictions and add same to the District and Subdivision at any time, by document recorded in the Office of the Recorder of Deeds of Miller County, Missouri.

SECTION 5. DEVELOPER'S FEES. As conditions precedent to the development of Osage National Residential Community, Developer has been or may be required to pay to certain governmental authorities certain fees, charges and impositions for streets, parks, utilities and other off-site improvements. Each grantee of the Developer or of any Owner of a Lot, by the acceptance of a deed, and each purchaser under any contract for a deed of conveyance, and each purchaser under any agreement of sale, and each occupant of a Lot, and the heirs, successors and assigns of the foregoing persons, hereby releases the Developer, its successors, agents, officers, members, stockholders and assigns from any obligation to remit any part of such fees, charges and impositions to him, her or it in the event any of the same are declared invalid or illegal, or refunded for any reason, the refund or return of same to the Developer notwithstanding; it is expressly understood that Developer shall have the sole right to make claim for and receive any such refund or return.

SECTION 6. OPTION TO EXCLUDE APPLICABILITY OF THE TERMS AND CONDITIONS OF THE FOREGOING DECLARATION TO CERTAIN REAL PROPERTY. Developer shall have the power at any time to waive or modify any or all of the restrictions or covenants contained herein as to said real property remaining undeveloped or unimproved and under the Ownership of Developer, or its assigns. The Developer specifically reserves the right carry on its business in the Subdivision, so long as Developer owns land within the Subdivision or new homes are being constructed, including, but not limited to, maintaining sales offices, model homes, business offices and other facilities necessary or convenient for the business of Developer.

SECTION 7. GOLF COURSE.

(a) Certain Lots within the Subdivision adjoin or are in the vicinity of planned or existing golf courses. There are inherent dangers associated with a golf course, including but not limited to injury or damage caused by errant golf balls. Each grantee of the Owner of a Lot, by acceptance of a deed, and each purchaser under any contract for a deed of conveyance, and each purchaser under any agreement of sale, and each occupant of a Lot, for themselves, their heirs, grantees, representatives, guests, invitees, tenants, family members, successors and assigns hereby agree to and do hereby release the Developer, the Golf Course Owner, and their respective officers, members, affiliates and subsidiaries from liability whatsoever relating to injury or damage sustained as a result of golfing activities, including errant golf balls.

(b) The real property comprising planned or existing golf course(s) adjacent to or in the vicinity of the Lots is not owned by the Developer, and the Developer can provide no assurance that said course(s) will be constructed, completed or maintained. The Developer hereby specifically disclaims any responsibility for such construction, completion or

maintenance. Each grantee of the Developer or of any Owner of a Lot, by the acceptance of a deed, and each purchaser under any contract for a deed of conveyance, and each purchaser under any agreement of sale, and each occupant of a Lot, for themselves, their heirs, grantees, representatives, guests, invitees, tenants, family members, successors and assigns hereby agree to and do hereby release Developer, its officers, members, affiliates and subsidiaries from liability whatsoever relating to the existence, construction, completion or maintenance of such golf course(s).

SECTION 8. EFFECT OF DECLARATION. This Declaration amends, restates and supercedes the Original Declaration with the effect that the Original Declaration is hereby released and of no further force or effect, and the terms and provisions of this Declaration shall control.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 3rd day of March, 2005.

Everett Holding Company, a Missouri corporation

By: [Signature]
Name: W. E. CLARKSON
Title: VICE-PRESIDENT

STATE OF Missouri)
) ss:
COUNTY OF Jackson)

On this 3 day of March, 2005, before me, a Notary Public in and for said state, personally appeared W. E. Clarkson, who stated that he is the Vice Pres. of Everett Holding Company, a Missouri corporation, known to me to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

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

[Signature: Lois J. Baker]
Notary Public in and for said County and State

LOIS J. BAKER
Notary Public-State of Missouri
Commissioned to Jackson County
My Commission Expires June 8, 2008

My Commission Expires:
6-08-08

CONSENT

The undersigned hereby consents and agrees to the foregoing Declaration amending and restating the Original Declaration.

Golf Course Owner:
Osage National Golf Holdings, LLC, a Missouri limited liability company
By: Clarkson Construction Company, a Missouri corporation, co-manager

By: *W.E. Clarkson*
W.E. Clarkson, President

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

On this 3 day of March, 2005, before me, a Notary Public in and for said state, personally appeared W.E. Clarkson, who stated that he is the President of Clarkson Construction Company, a Missouri corporation, as co-manager of Osage National Golf Holdings, LLC, known to me to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

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

Lois J. Baker
Notary Public

My Commission Expires:

6-08-08

LOIS J. BAKER
Notary Public-State of Missouri
Commissioned to Jackson County
My Commission Expires June 8, 2008

MILLER COUNTY, TUSCUMBIA
GENISE BUECHTER, RECORDER OF DEEDS

03/15/2005 #2005-1430
01:49:44PM 18 OF 37

Exhibit A
Legal Description

All that property described on the following plats recorded in the Miller County, Missouri, land records:

Bay Hill Village First Addition, recorded at Plat Book 8, Page 10.

Bay Hill Village Third Amended Plat, recorded at Plat Book 8, Page 13.

Isleworth Village Amended Plat, recorded at Plat Book 8, Page 12.

Isleworth Village First Addition, recorded at Plat Book 8, Page 11.

Winged Foot Village, recorded at Plat Book 8, Page 9.

Oakmont Village, recorded at Plat Book 8, Page 8.

Oakmont Village, First Addition, recorded at Plat Book 8, Page 21.

Eagle Rock Village, recorded at Plat Book 8, Page 18.

Cherry Hill Village, recorded at Plat Book 8, Page 19.

Cherry Hill Village, Amended Plat, recorded at Plat Book 8, Page 22.

Quail Hollow Village, recorded at Plat Book 8, Page 20.

EXHIBIT "A" continues and includes all of the following properties.

MILLER COUNTY, TUSCUMBIA
GENISE BUECHTER, RECORDER OF DEEDS

03/15/2005
01:49:44PM

#2005-1430
20 OF 37

Lots 201, 202, Lots 206 through 209, and Lots 312 through 338, Cherry Hill Estates, a subdivision and resubdivision of Lots 201, 202, & 206 through 209, Section 21, Township 40 North, Range 15 West, City of Lake Ozark, Miller County, Missouri; also known as:

A tract of land situated in and being a part of the Northeast Quarter of the Southwest Quarter and the Southeast Quarter Southwest Quarter of Section 21, Township 40 North, Range 15 West also being a part of the tracts of land described by deeds recorded in Document Number 2004-2412 and Book 391, Page 1863 in the Records of Miller County, Missouri, and a part of Lots 201, 206, 207, 208, and 209 of Cherry Hill Village, a subdivision, recorded by plat in the Records of Miller County, Missouri, said tract being more particularly described as follows:

Beginning at the NE Corner of the SE 1/4 of the SW 1/4 of Sec. 21, T 40 N, R 15 W, also being the Southwesterly Corner of Lot 200 of Eagle Rock Village, a subdivision recorded by plat at the Records of Miller County, MO; thence N 15° 12' 19" W along the Westerly Line of said Lot 200 of said Eagle Rock Village 239.60 feet; thence continuing along said Westerly Line N 43° 26' 24" E, 31.96 feet; thence leaving said Westerly Line along a curve to the left 116.37 feet, the radius being 138.29 feet, the long chord being N 19° 54' 52" E, 112.97 feet; thence S 85° 48' 37" W, 50.00 feet to the Westerly Right of Way Line of Eagle Rock Avenue as shown by said Plat of Eagle Rock Village; thence N 04° 11' 23" W along said Westerly Right of Way Line 130.98 feet; thence continuing along said Right of Way Line along a curve to the left 194.80 feet, the radius being 1052.89 feet, the long chord being N 08° 29' 54" W, 194.53 feet; thence continuing along said Right of Way Line N 14° 47' 24" W, 132.60 feet; thence leaving said Right of Way Line S 59° 38' 30" W, 18.14 feet; thence S 59° 38' 30" W along the Southerly Line of a tract of land described by deed recorded at Book 142, Page 667 in said Records of Miller County, MO, 1351.01 feet; thence leaving said Southerly Line S 10° 31' 23" E along the Centerline of Osage River Bridge Road 13.40 feet; thence continuing along said Centerline S 09° 27' 59" E, 35.23 feet; thence leaving said Centerline S 87° 01' 04" E along the Northerly Line of Oakmont Village and Cherry Hill Village, subdivisions recorded by plats at the Records of Miller County, MO 360.04 feet; thence leaving said Northerly Line S 20° 37' 41" W along the Line Common to Lot 202 and Lot 203 of said Cherry Hill Village 150.07 feet; thence leaving said Line Common to Lot 202 and Lot 203, S 35° 22' 58" W, 50.72 feet; thence S 26° 32' 13" W along the Line Common to Lot 205 and Lot 206 of said Cherry Hill Village 130.69 feet; thence leaving said Line Common to Lot 205 and Lot 206, S 42° 21' 27" E along the Line Common to Lots 206 and 207 and Lots 210 and 211 of said Cherry Hill Village 234.45 feet thence leaving said Line Common to Lots 206 and 207 and Lots 210 and 211, N 86° 22' 21" E along the Northerly Line of a tract of land described by deed recorded in Document No. 2004-6580 of said Records of Miller County, MO, 731.74 feet; thence continuing along said Northerly Line N 63° 38' 11" E, 287.76 feet, to the point of beginning.

MILLER COUNTY, TUSCUMBIA
GENISE BUECHTER, RECORDER OF DEEDS

03/15/2005 #2005-1430
01:49:44PM 21 OF 37

EXHIBIT A

TRACT A-1

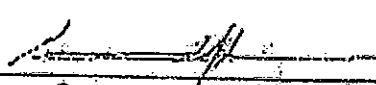
Part of Original Tract A

Residential Area - East of Driving Range & North of Club House

A tract of land situated in and being a part of the Northwest Quarter of Section 21, Township 40 North, Range 15 West, and part of a tract of land described by deed recorded at Book 330, Page 724 of the Records of Miller County, Missouri, said tract being more particularly described as follows:

Commencing at the NW Corner of the SW 1/4, of the NW 1/4 of Section 21, T 40 N, R 15 W; thence S 88° 14' 24" E, along the 1/4 1/4 Section Line 475.45 feet to the point of beginning; thence leaving said 1/4 1/4 Section Line, S 21° 01' 08" E, 122.44 feet; thence S 02° 20' 25" E, 225.06 feet; thence S 30° 24' 00" E, 69.14 feet; thence S 44° 41' 45" E, 379.76 feet; thence S 59° 32' 35" E, 142.20 feet; thence S 82° 53' 58" E, 171.27 feet; thence S 45° 26' 50" E, 144.24 feet to the Centerline of County Road 52-50; thence along said Centerline along the following courses: thence N 75° 50' 57" E, 120.15 feet; thence N 65° 40' 11" E, 100.00 feet; thence N 42° 46' 44" E, 198.14 feet; thence along a curve to the right, 50.60 feet, the radius being 68.12 feet, the long chord being N 53° 27' 10" E, 49.44 feet; thence N 74° 40' 32" E, 106.31 feet; thence N 69° 50' 09" E, 271.34 feet; thence along a curve to the left 128.04 feet, the radius being 241.92 feet, the long chord being N 54° 45' 22" E, 126.60 feet; thence along a curve to the left, 113.83 feet, the radius being 203.87 feet, the long chord being N 23° 41' 06" E, 112.35 feet to the Southerly Line of a tract of land described by Deed recorded at Book 228, Page 395 of the Records of Miller County, Missouri; thence leaving said Centerline N 88° 46' 02" W, along said Southerly Line, 800.94 feet to the North - South 1/4 1/4 Section Line; thence continuing along said Southerly Line and said North - South 1/4 1/4 Section Line, N 03° 18' 10" E, 277.20 feet to the NE Corner of the SW 1/4 of the NW 1/4 of said Section 21, T 40 N, R 15 W; thence leaving said North - South 1/4 1/4 Section Line and said Southerly Line, N 88° 14' 24" W, along the East - West 1/4 1/4 Section Line 853.82 feet to the point of beginning.

Containing 760,219.39 Sq. Ft. or 17.45 Acres.
Subject to all easements and restrictions of record.


Gerard J. Harms, Sr.
December 22, 1997

MRLS 1692

EXHIBIT A

HARMS, INC.
88-1496HH-E
12-22-97
jer

OSAGE NATIONAL GOLF CLUB
SECTIONS 20, 21, 28 & 29, T 40 N, R 15 W
MILLER COUNTY, MISSOURI

TRACT B-1 - UNDEVELOPED AREA

A tract of land situated in and being a part of the Southeast Quarter of Section 20 and the Southwest Quarter of Section 21, Township 40 North, Range 15 West, Miller County, Missouri; said tract being more particularly described as follows:

Commencing at the West 1/4 Corner of Section 21, T 40 N, R 15 W; thence S 87° 23' 27" E, along the 1/4 Section Line, 743.39 feet; thence leaving said 1/4 Section Line, along the Southerly Line of Isleworth Village, Amended Plat as recorded at Book 8, Page 12 of the Records of Miller County, Missouri, along the following courses: S 01° 35' 38" W, 39.24 feet; thence S 04° 13' 26" E, 101.47 feet, thence S 49° 26' 19" W, 460.00 feet; thence S 43° 22' 00" W, 236.33 feet; thence S 65° 12' 49" W, 300.01 feet; thence S 70° 56' 49" W, 123.80 feet; thence S 68° 34' 05" W, 98.79 feet; thence S 54° 20' 05" W, 100.58 feet; thence S 67° 28' 37" W, 331.23 feet to the Easterly R.O.W. Line of U.S. Route 54; thence leaving said Southerly Line of Isleworth Village, Amended Plat, N 33° 49' 45" W, along said Easterly R.O.W. Line, 221.22 feet; thence continuing along said Easterly R.O.W. Line, along a curve to the left, 167.90 feet, the long chord being N 21° 48' 04" W, 167.88 feet, the radius being 3014.93 feet, to the point of beginning; thence continuing along said Easterly R.O.W. Line, along a curve to the left, 357.06 feet, the long chord being N 26° 47' 22" W, 356.85 feet, the radius being 3014.93 feet; then leaving said Easterly R.O.W. Line along the Southerly Line of Isleworth Village, First Addition, a subdivision recorded at Book 8, Page 11 of the Records of Miller County, Missouri, along the following courses: S 53° 47' 05" E, 239.15 feet; thence S 80° 30' 31" E, 70.96 feet; thence N 88° 55' 08" E, 265.05 feet; thence N 50° 26' 25" E, 149.16 feet; thence N 08° 30' 49" W, 128.75 feet; thence in an Easterly direction, along a curve to the right, 91.13 feet, the long chord being N 80° 43' 06" E, 90.86 feet, the radius being 338.25 feet; thence

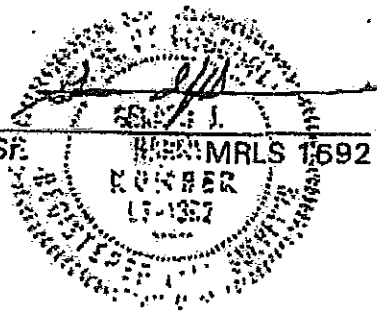
EVIDIT A

S 00° 33' 31" W, 112.48 feet; thence S 84° 12' 57" E, 101.64 feet; thence N. 65° 15' 52" E, 69.19 feet; thence N 88° 07' 16" E, 134.93 feet; thence S 41° 08' 12" E, 136.68 feet to the Northerly R.O.W. Line of Isleworth Avenue; thence leaving said Southerly Line of Isleworth Village, First Addition, along the Northerly R.O.W. Line of Isleworth Avenue and the Northerly Line of said Isleworth Village, Amended Plat, along the following courses: in a Westerly direction, along a curve to the right, 260.80 feet, the long chord being S 58° 02' 26" W, 251.05 feet, the radius being 273.71 feet; thence along a curve to the left, 158.45 feet, the long chord being S 72° 59' 25" W, 157.23 feet, the radius being 367.61 feet; thence along a curve to the right, 35.81 feet, the long chord being S 61° 54' 01" W, 35.81 feet, the radius being 796.01 feet; thence N 18° 50' 00" W, 80.00 feet; thence S 72° 55' 14" W, 108.50 feet; thence S 72° 07' 31" W, 109.85 feet; thence N 84° 08' 18" W, 101.01 feet; thence S 79° 16' 22" W, 214.53 feet to the point of beginning.

Containing 4.573 Acres.

Subject to all easements and restriction of record.

Gerard J. Harms, Sr.
May 31, 1996



Tract B-1
HARMS, INC.
88-1496E-S
05/21/96
dms

EXHIBIT A

OSAGE NATIONAL GOLF CLUB
SECTIONS 20, 21, 28 & 29, T 40 N, R 15 W
MILLER COUNTY, MISSOURI

TRACT B-2 - UNDEVELOPED AREA

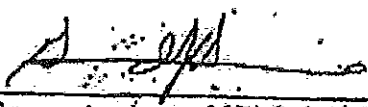
A tract of land situated in and being a part of the Southeast Quarter of Section 20 and the Southwest Quarter of Section 21, Township 40 North, Range 15 West, Miller County, Missouri; said tract being more particularly described as follows:

Commencing at the West 1/4 Corner of Section 21, T 40 N, R 15 W; thence S 87° 23' 27" E, along the 1/4 Section Line, 743.39 feet; thence leaving said 1/4 Section Line, along the Southerly Line of Isleworth Village, Amended Plat, as recorded at Book 8, Page 12 of the Records of Miller County, Missouri, along the following courses: S 01° 35' 38" W, 39.24 feet; thence S 04° 13' 26" E, 101.47 feet, thence S 49° 26' 19" W, 460.00 feet; thence S 43° 22' 00" W, 236.33 feet to the point of beginning; thence S 65° 12' 49" W, 300.01 feet to the SE Corner of Lot 11 of said Isleworth Village, Amended Plat; thence leaving said Southerly Line, N 29° 21' 28" W, along the Easterly Line of said Lot 11, 50.00 feet; thence continuing along said Easterly Line of Lot 11, N 55° 55' 22" W, 100.10 feet to the Southerly R.O.W. Line of Isleworth Avenue; thence leaving said Easterly Line of Lot 11, in an Easterly direction, along said R.O.W. Line, along a curve to the right, 57.70 feet, the long chord being N 79° 32' 09" E, 57.62 feet, the radius being 317.61 feet; thence continuing along said R.O.W. Line, along a curve to the left, 339.80 feet, the long chord being N 55° 15' 59" E, 324.41 feet, the radius being 323.71 feet to the Northwesterly Corner of Lot 10 of said Isleworth Village, Amended Plat; thence leaving said R.O.W. Line, S 41° 11' 09" E, along the Westerly Line of said Lot 10, 28.98 feet; thence continuing along said Westerly Line of Lot 10, S 14° 42' 21" W, 82.00 feet; thence continuing along said Westerly Line of Lot 10, S 40° 33' 30" E, 89.60 feet to the point of beginning.

Containing 0.427 Acres.

EXHIBIT A

Subject to all easements and restrictions of record.


Gerard J. Harms, Sr.
May 31, 1996

MRLS 1692

Tract B-2
HARMS, INC.
88-1496E-S
05/21/96
dms

MILLER COUNTY, TUSCUMBIA
GENISE BUECHTER, RECORDER OF DEEDS

03/15/2005 #2005-1430
01:49:44PM 26 OF 37

EXHIBIT A

OSAGE NATIONAL GOLF CLUB
SECTIONS 20, 21, 28 & 29, T 40 N, R 15 W
MILLER COUNTY, MISSOURI

TRACT F - UNDEVELOPED AREA

A tract of land situated in and being a part of the South 1/2 of Section 21, Township 40 North, Range 15 West, Miller County, Missouri; said tract being more particularly described as follows:

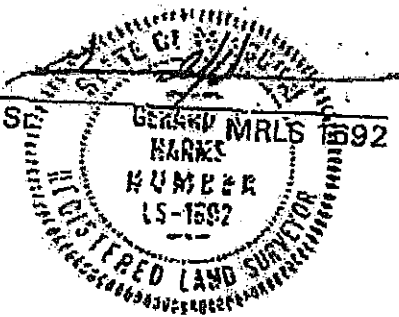
Commencing at the NW Corner of the SW 1/4 of the SE 1/4 of Section 21, T 40 N, R 15 W; thence N 87° 01' 01" W, along the 1/4 1/4 Section Line, 1328.29 feet to a point on the Westerly R.O.W. of County Road 54-50, said point being the point of beginning; thence leaving said 1/4 1/4 Section Line, in a Southerly direction, along said Westerly R.O.W. Line, along the following courses: S 09° 27' 59" W, 25.15 feet; thence along a curve to the right, 120.28 feet, the long chord being S 02° 16' 21" E, 119.96 feet, the radius being 479.02 feet; thence along a curve to the right, 95.67 feet, the long chord being S 12° 03' 05" W, 95.42 feet, the radius being 384.33 feet; thence S 19° 10' 57" W, 28.82 feet; thence along a curve to the right, 161.22 feet, the long chord being S 21° 26' 28" W, 161.17 feet, the radius being 2047.16 feet, to the Northeast Corner of Lot 126 of Bay Hill Village, First Addition, a subdivision recorded at Book 8, Page 10 of the Records of Miller County, Missouri; thence leaving said Westerly R.O.W. Line, N 65° 11' 29" W, along the Northerly Line of said Lot 126, 127.02 feet to the Northwest Corner of said Lot 126; thence leaving said Northerly Line of Lot 126, along the boundary of the Green Area shown by said plat of Bay Hill Village, First Addition, along the following courses: S 35° 32' 16" W, 559.15 feet; thence S 52° 35' 41" W, 143.17 feet; thence N 21° 48' 50" W, 595.22 feet; thence N 84° 08' 13" E, 89.39 feet; thence S 78° 25' 51" E, 123.49 feet; thence N 47° 12' 55" E, 211.38 feet; thence S 42° 02' 21" E, 119.27 feet; thence N 74° 28' 33" E, 93.41 feet; thence N 84° 17' 22" E, 100.50 feet; thence N 00° 00' 00" E, 90.00 feet; thence N 18° 26' 06" E, 79.06 feet; thence N 05° 40' 57" E, 100.49 feet to the Northwest Corner of said Green Area; thence leaving said Green Area, along the

Easterly Line of Bay Village, Third Amended Plat, as recorded at Book 8, Page 13 of the Records of Miller County, Missouri, along the following courses: N 01° 00' 58" W, 100.11 feet; thence N 14° 48' 07" E, 103.43 feet; thence N 22° 29' 19" E, 146.23 feet; thence N 26° 00' 45" E, 150.33 feet; thence S 79° 47' 44" E, 128.74 feet to the Centerline of County Road 54-50; thence leaving said Easterly Line, S 14° 41' 25" W, along said Centerline, 281.10 feet; thence continuing along said Centerline, along a curve to the left, 98.38 feet, the long chord being S 02° 05' 00" W, 97.59 feet, the radius being 223.56 feet; thence continuing along said Centerline, S 10° 31' 23" E, 33.26 feet; thence continuing along said Centerline, S 09° 27' 59" E, 35.23 feet to the 1/4 1/4 Section Line; thence leaving said Centerline, N 87° 01' 01" W, along the said 1/4 1/4 Section Line, 25.60 feet, to the point of beginning.

Containing 8.662 Acres.

Subject to all easements and restrictions of record.

Gerard J. Harms, Sr.
May 31, 1996



Tract F
HARMS, INC.
88-1496E-S
05/21/96

MILLER COUNTY, TUSCUMBIA
GENISE BUECHTER, RECORDER OF DEEDS

03/15/2005 #2005-1430
01:49:44PM 28 OF 37

EXHIBIT A

OSAGE NATIONAL GOLF CLUB
SECTIONS 20, 21, 28 & 29, T 40 N, R 15 W
MILLER COUNTY, MISSOURI

TRACT G - UNDEVELOPED AREA

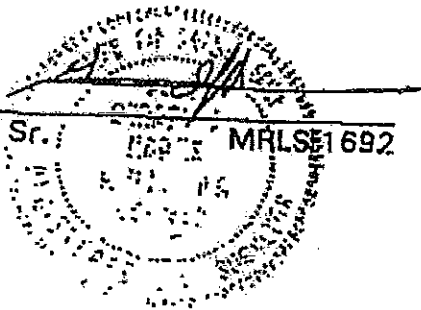
A tract of land situated in and being a part of the Southeast Quarter of the Southwest Quarter of Section 21, Township 40 North, Range 15 West, Miller County, Missouri; said tract being more particularly described as follows:

Beginning at the NW Corner of the SW 1/4 of the SE 1/4 of Section 21, T 40 N, R 15 W; thence N 87° 01' 01" W, along the 1/4 1/4 Section Line, 677.07 feet; thence leaving said 1/4 1/4 Section, S 00° 42' 16" E, 344.19 feet to the Northerly Line of Fairway No. 8 of Osage National Golf Course; thence N 66° 22' 21" E, along said Northerly Line, 451.97 feet; thence continuing along said Northerly Line, N 63° 38' 11" E, 287.76 feet to the point of beginning.

Containing 2.741 Acres.

Subject to all easements and restrictions of record.

Gerard J. Harms, Sr.
May 31, 1996



Tract G
HARMS, INC.
88-1496E-S
05/31/96

EXHIBIT A

OSAGE NATIONAL GOLF CLUB
SECTIONS 20, 21, 28 & 29, T 40 N, R 15 W

MILLER COUNTY, MISSOURI

MILLER COUNTY, TUSCUMBIA
GENISE BUECHTER, RECORDER OF DEEDS

03/15/2005 #2005-1430
01:49:44PM 30 OF 37

TRACT I - UNDEVELOPED AREA

A tract of land situated in and being a part of the Southwest Quarter of Section 21, and the Northwest Quarter of Section 28, Township 40 North, Range 15 West, Miller County, Missouri; said tract being more particularly described as follows:

Commencing at the SW Corner of Section 21, T 40 N, R 15 W; thence S 87° 30' 35" E, along the Section Line, 1524.88 feet to a point on the Westerly Line of Fairway No. 7 of Osage National Golf Course, said point being the point of beginning; thence along said Westerly Line, in a Northerly direction, along a curve to the left 113.61 feet, the long chord being N 03° 33' 27" E, 112.09 feet, the radius being 200.00 feet, to the Southeasterly Corner of Lot 220 of Cherry Hill Village, Amended Plat, as recorded at Book 8, Page 22 of the Records of Miller County, Missouri; thence N 71° 43' 50" W, along the Southerly Line of said Lot 220, 102.53 feet to the Northeasterly Corner of Lot 139 of Oakmont Village, a subdivision recorded at Book 8, Page 8 of said Records of Miller County, Missouri; thence leaving said Southerly Line of Lot 220, S 10° 41' 58" W, along the Easterly Line of said Lot 139, 153.21 feet to the Northeast Corner of Lot 140 of said Oakmont Village; thence leaving said Easterly Line of Lot 139, S 27° 02' 44" W, along the Easterly Line of said Lot 140, 175.02 feet to the Southeast Corner of said Lot 140; thence leaving said Easterly Line of Lot 140, N 74° 13' 30" W, along the Southerly Line of said Lot 140, 100.00 feet to the SW Corner of said Lot 140; thence leaving said Southerly Line of Lot 140, S 81° 00' 42" W, along the Southerly Line of Lot 141 of said Oakmont Village, 166.62 feet to the Northeast Corner of Lot 144 of said Oakmont Village; thence leaving said Southerly Line of Lot 141, S 02° 35' 06" E, along the Easterly Line of said Lot 144, 84.83 feet to the Southeasterly Corner of said Lot 144; thence leaving said Easterly Line of Lot 144, S 87° 13' 47" E, along the Northerly Line of Lots 145, 146, 147 and 148 of said Oakmont Village, 310.36 feet; thence leaving said Northerly Line of Lots 145,

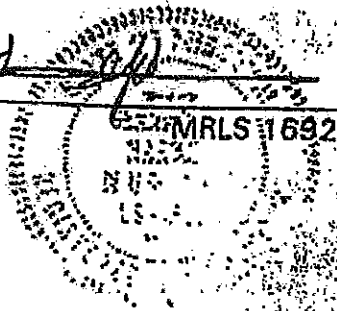
EXHIBIT A

146, 147 and 148, N 64° 41' 55" E, along the Northerly Line of Lots 148, 149 and 150 of said Oakmont Village, 286.40 feet to the Westerly Line of said Fairway 7; thence leaving said Northerly Line of Lots 148, 149 and 150, in a Northerly direction, along said Westerly Line of Fairway No. 7, along a curve to the right, 185.74 feet, the long chord being N 39° 19' 16" W, 179.14 feet, the radius being 200.00 feet, to the point of beginning;

Containing 1.878 Acres.

Subject to all easements and restrictions of record.

Gerard J. Harms, Sr.
May 31, 1996



Tract I
HARMS, INC.
88-1496E-S
05/21/96
dms

MILLER COUNTY, TUSCUMBIA
GENISE BUECHTER, RECORDER OF DEEDS

03/15/2005 #2005-1430
01:49:44PM 31 OF 37

EXHIBIT A

OSAGE NATIONAL GOLF CLUB
SECTIONS 20, 21, 28 & 29, T 40 N, R 15 W
MILLER COUNTY, MISSOURI

TRACT J - UNDEVELOPED AREA

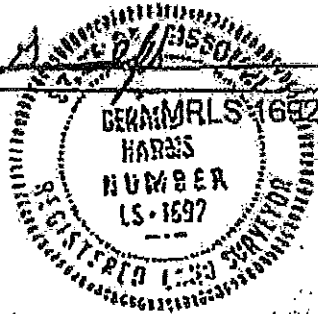
A tract of land situated in and being a part of the Northwest Quarter of Section 28, Township 40 North, Range 15 West, Miller County, Missouri; said tract being more particularly described as follows:

Commencing at the NW Corner of Section 28, T 40 N, R 15 W; thence S 02° 48' 15" W, along the Section Line, 1154.12 feet; thence leaving said Section Line, S 87° 30' 35" E, 812.74 feet; thence N 17° 14' 47" W, 127.72 feet; thence N 66° 54' 33" E, 50.26 feet; thence N 17° 14' 47" W, 25.00 feet to the intersection of the Easterly R.O.W. Line of County Road 54-50 and the Northerly R.O.W. Line of Quail Hollow Avenue, said point being the point of beginning; thence along said Northerly R.O.W. Line of Quail Hollow Avenue, along the following courses: N 72° 45' 08" E, 56.34 feet; thence along a curve to the right, 161.79 feet, the long chord being S 85° 04' 34" E, 157.78 feet, the radius being 209.04 feet; thence S 62° 54' 16" E, 110.02 feet; thence along a curve to the left, 192.60 feet, the long chord being S 70° 09' 35" E, 192.08 feet, the radius being 760.50 feet; thence S 77° 24' 53" E, 31.25 feet to the SW Corner of Lot 288, Quail Hollow Village, a subdivision recorded by plat at Book 8, Page 28 of the Records of Miller County, Missouri; thence leaving said R.O.W. Line N 20° 52' 28" E, along the Westerly Line of said Lot 288, 185.66 feet; thence leaving said Westerly Line, N 71° 18' 51" W, along the Southerly Line of Fairway No. 5 of Osage National Golf Course, 551.22 feet; thence continuing along said Southerly Line, S 48° 03' 12" W, 100.00 feet; thence continuing along said Southerly Line, S 36° 57' 06" W, 33.14 feet to the Westerly R.O.W. Line of County Road 54-50; thence leaving said Southerly Line, S 08° 22' 46" E, along said Westerly R.O.W. Line, 53.72 feet; thence continuing along said Westerly R.O.W. Line, along a curve to the left, 47.70 feet, the long chord being S 12° 49' 23" E, 47.66 feet, the radius being 308.20 feet; thence continuing along said Westerly R.O.W. Line, S 17° 14' 47" E, 39.95 feet to the point of beginning.

Containing 1.878 Acres.

Subject to all easements and restrictions of record.

Gerard J. Harms, Sr.



Tract J
HARMS, INC.
88-1496E-S
05/21/96
dms

MILLER COUNTY, TUSCUMBIA
GENISE BUECHTER, RECORDER OF DEEDS

03/15/2005 #2005-1430
01:49:44PM 33 OF 37

EXHIBIT A

OSAGE NATIONAL GOLF CLUB
SECTIONS 20, 21, 28 & 29, T 40 N, R 15 W
MILLER COUNTY, MISSOURI

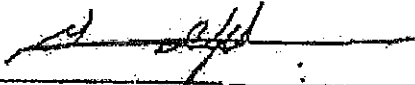
TRACT K - UNDEVELOPED AREA

A tract of land situated in and being a part of the Northwest Quarter of Section 28, Township 40 North, Range 15 West, Miller County, Missouri; said tract being more particularly described as follows:

Commencing at the NW Corner of Section 28, T 40 N, R 15 W; thence S 02° 48' 15" W, along the Section Line, 1154.12 feet; thence leaving said Section Line, S 87° 30' 35" E, 601.47 feet to the point of beginning; thence S 87° 30' 35" E, 211.27 feet to the Westerly R.O.W. Line of County Road 54-50; thence N 17° 14' 47" W, along said Westerly R.O.W. Line, 127.72 feet to the SE Corner of Lot 160 of Winged Foot Village, a subdivision recorded at Book 8, Page 9 of the Records of Miller County, Missouri; thence leaving said Westerly R.O.W. Line, S 66° 54' 33" W, along the Southerly Line of said Lot 160, 128.95 feet to the Easterly Line of Osage National Golf Course at Fairway No. 4; thence leaving said Southerly Line of Lot 160, in a Southerly direction, along said Easterly Line of Osage National Golf Course, along a curve to the right, 83.52 feet, the long chord being S 41° 15' 27" W, 82.77 feet, the radius being 180.00 feet, to the point of beginning.

Containing 0.339 Acres.

Subject to all easements and restrictions of record.


Gerard J. Harms, Sr.
May 31, 1996

MRLS 1692

EXHIBIT A

Tract K
HARMS, INC.
88-1496E-S

OSAGE NATIONAL GOLF CLUB
SECTIONS 20, 21, 28 & 29, T 40 N, R 15 W
MILLER COUNTY, MISSOURI

TRACT L - UNDEVELOPED AREA

A tract of land situated in and being a part of the Northwest Quarter of Section 28, Township 40 North, Range 15 West, Miller County, Missouri; said tract being more particularly described as follows:

Commencing at the NW Corner of Section 28, T 40 N, R 15 W; thence S 02° 48' 15" W, along the Section Line, 1154.12 feet; thence leaving said Section Line, S 87° 30' 35" E, 865.88 feet to the point of beginning; thence continuing S 87° 30' 35" E, 386.03 feet; thence S 33° 45' 44" E, 269.15 feet; thence N 87° 22' 07" E, 84.97 feet to the SW Corner of Lot 303, Quail Hollow Village as recorded at Book 8, Page 20 of the Records of Miller County, Missouri; thence N 01° 51' 44" W, along the Westerly Line of said Lot 303, 188.65 feet to the Southerly R.O.W. Line of Quail Hollow Avenue; thence leaving said Westerly Line of Lot 303, along said Southerly R.O.W. Line, along the following courses: in a Westerly direction, along a curve to the right, 37.16 feet, the long chord being N 71° 03' 49" W, 37.10 feet, the radius being 180.94 feet; thence along a curve to the left, 82.33 feet, the long chord being N 71° 17' 50" W, 82.17 feet, the radius being 385.52 feet; thence N 77° 24' 53" W, 76.29 feet; thence along a curve to the right, 205.26 feet, the long chord being N 70° 09' 35" W, 204.71 feet, the radius being 805.50 feet; thence N 62° 54' 16" W, 110.02 feet; thence along a curve to the left, 123.09 feet, the long chord being N 85° 04' 34" W, 120.04 feet, the radius being 159.04 feet; thence S 72° 45' 08" W, 56.34 feet to the Easterly R.O.W. Line of County Road 54-50; thence leaving said Southerly R.O.W. Line of Quail Hollow Avenue, S 17° 14' 47" E, along said Easterly R.O.W. Line of County Road 54-50, 125.77 feet to the point of beginning.

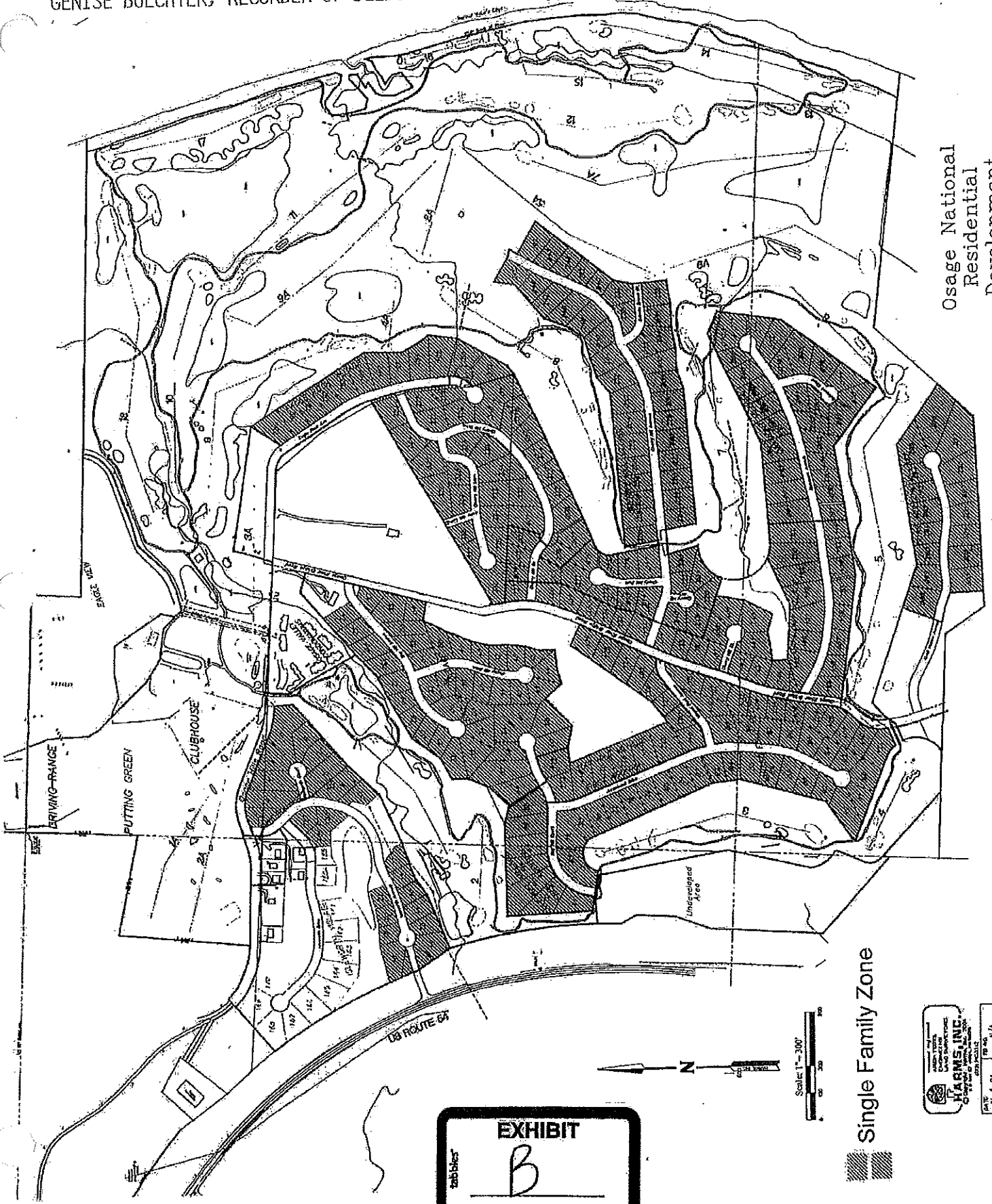
Containing 1.769 Acres.

EXHIBIT A

Exhibit B
Site Plan with Single Family Zone

MILLER COUNTY, TUSCUMBIA
GENISE BUECHTER, RECORDER OF DEEDS

03/15/2005 #2005-1430
01:49:44PM 36 OF 37



Osage National
Residential
Development

Single Family Zone

EXHIBIT
B

ARMSTRONG & ASSOCIATES
LAND SURVEYORS
HARMS, INC.
CITY OF TUSCUMBIA, GA
1000 W. MAIN ST.
TUSCUMBIA, GA 30781
TEL: 706-688-1111
FAX: 706-688-1112