

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,
RESERVATIONS, EASEMENTS AND RESTRICTIONS OF
LEGACY WOODS**

Developer/ Legacy Land Development LLC
Grantor/ 1010 Club Village Drive, Suite C
Grantee: Columbia, MO 65203

Grantor/ JM Realty LLC
Grantee 5609 Red Tail Court
Lohman, MO 65053

Re: The following described real estate situated in Boone County, Missouri:

A TRACT OF LAND LOCATED IN THE WEST HALF SECTION 34
TOWNSHIP 48 NORTH, RANGE 13 WEST AND SECTION 3, TOWNSHIP 47
NORTH RANGE 13 WEST, COLUMBIA, BOONE COUNTY, MISSOURI
AND BEING PART OF THE LAND SHOWN IN THE SURVEY RECORDED
IN BOOK 1392, PAGE 982 AND DESCRIBED BY THE WARRANTY
RECORDED IN BOOK 5635, PAGE 3 AND BEING ALL THAT LAND
SHOWN IN THE FINAL PLAT OF LEGACY FARMS PLAT NO. 1
RECORDED IN PLAT BOOK 57, PAGE 57.

EXCEPTING FROM THE ABOVE-DESCRIBED AREA, ALL OF LOTS 1199,
1200 AND 1201 OF SAID LEGACY FARMS PLAT NO. 1, RECORDED IN
PLAT BOOK 57, PAGE 2.

Date: October 8th, 2025

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Re: The following described real estate situated in Boone County, Missouri:

Lots 1 through 46, inclusive, of the "Legacy Farms Plat 1," as shown by the plat recorded in Plat Book 57 at Page 2 of the Real Estate Records of Boone County, Missouri.

In the event that Developer elects not to construct a clubhouse for Legacy Wood, as currently provided for on the Plat, then the following described real estate situated in Boone County, Missouri:

Lots 1 through 49, inclusive, of the the "Legacy Farms Plat 1," as shown by the plat recorded in Plat Book 57 at Page 2 of the Real Estate Records of Boone County, Missouri.

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS, EASEMENTS AND RESTRICTIONS OF LEGACY WOODS

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS and RESTRICTIONS is made on this 8th day of October, 2025, by Legacy Land Development, LLC, a Missouri limited liability company, which is sometimes referred to herein as "Developer," and which shall have as its address for purposes of this Supplemental Declaration 1010 Club Village Drive, Suite C, Columbia, MO 65203, with the Developer executing and entering into this Supplemental Declaration in view of the following facts, matters and circumstances:

BACKGROUND RECITALS
["Recitals"]

This Supplemental Declaration is executed and recorded by the Developer in view of the following facts, matters and circumstances:

Developer, as the owner of a parcel of land situated in Boone County, Missouri, caused to be platted as "Legacy Farms Plat 1," by Final Plat of Legacy Farms Plat 1 recorded in Plat Book 57 at Page 2 of the Real Estate Records of Boone County, Missouri, except Lots 1199 through 1201, inclusive (sometimes referred to herein as "Plat 1", or the "Plat"), and legally described as follows:

A TRACT OF LAND LOCATED IN THE WEST HALF SECTION 34 TOWNSHIP 48 NORTH, RANGE 13 WEST AND SECTION 3, TOWNSHIP 47 NORTH RANGE 13 WEST, COLUMBIA, BOONE COUNTY, MISSOURI AND BEING PART OF THE LAND SHOWN IN THE SURVEY RECORDED IN BOOK 1392, PAGE 982 AND DESCRIBED BY THE WARRANTY RECORDED IN BOOK 5635, PAGE 3 AND BEING ALL THAT LAND SHOWN IN THE FINAL PLAT OF LEGACY FARMS PLAT NO. 1 RECORDED IN PLAT BOOK 57, PAGE 2.

EXCEPTING FROM THE ABOVE-DESCRIBED AREA, ALL OF LOTS 1199, 1200 AND 1201 OF SAID LEGACY FARMS PLAT NO. 1, RECORDED IN PLAT BOOK 57, PAGE 2.

All of that parcel of real estate which is the subject matter (that is, which has been platted and subdivided into lots, streets, rights-of-way and other items by the said Plat, except Lots 1199 through 1201, inclusive) of this First Amended Declaration, is collectively referred to herein as "the Parcel."

The Developer recorded its Declaration of Covenants, Easements, and Restrictions regarding the Parcel dated February 9, 2023 in Book 5716, Page 20 in the office of the Recorder of Deeds of Boone County, Missouri (the "Declaration").

Pursuant to Article XIV, Section 3, the Declarations were amended by an instrument signed by not less than sixty percent (60%) of the Class A Members and one hundred percent (100%) of the Class B Members, and recorded its Declaration of Covenants, Easements, and Restrictions regarding the Parcel dated October 8th, 2025 in Book 6040, Page 132 in the office of the Recorder of Deeds of Boone County, Missouri (the "Amended Declaration").

The Amended Declarations provide that Lots 1 through 46, inclusive, of the Plat, or in the event that Developer elects not to construct a clubhouse for Legacy Woods, as currently provided for on the Plat instead be Lots 1 through 49, inclusive, of the Plat, (the "Legacy Woods Lot(s)") are permitted to create supplemental declarations which are applicable only to the Legacy Woods Lot(s).

The Developer is desirous and approves of this Supplemental Declaration, and Grantor/Grantee JM Realty LLC is also desirous and approves of this Supplemental Declaration.

The Parcel and Legacy Woods Lot(s), subject hereto, hereinabove described, and are zoned R-1, and R-MF, which has been approved by the City of Columbia, Missouri ("the City") in accordance with the City's zoning ordinance.

SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

NOW, THEREFORE, IN VIEW OF THE FOREGOING RECITALS AND SUBJECT TO ALL OF THE PROVISIONS AND RESERVATIONS OF SUCH RECITALS, subject to the provisions of the foregoing Recitals and the reservations set forth in such Recitals, these easements, covenants, restrictions, conditions, liens, charges and assessments shall run with the real estate and the real property, and shall be binding on all parties having or acquiring any right, title or interest in the Legacy Woods Lot(s), or any portion thereof. The provisions of this Supplemental Declaration shall apply to each Legacy Woods Lot, and all improvements constructed thereon, hereinafter described, and to all present and future owners thereof, and shall run with each such Legacy Woods Lot, and shall be binding upon and shall inure to the benefit of each Legacy Woods Lot Owner, as defined hereinafter. The Developer hereby further declares as follows:

ARTICLE I

DEFINITIONS AND MISCELLANEOUS TERMS AND CONDITIONS

This instrument shall hereafter for convenience and for purposes of brevity and clarity, be defined as the “Supplemental Declaration”. All words, phrases and terms used in this Supplemental Declaration are defined as provided in the Amended Declarations, unless those words, phrases and terms as used in this Supplemental Declaration are given a different meaning, and for the purposes of brevity, certain additional words, phrases and terms used in this Supplemental Declaration are defined as follows, and the following terms and conditions shall apply:

Section 1. “Amended Declaration” means the Declaration of Covenants, Easements, and Restrictions regarding the Parcel dated October 8th, 2025 in Book 6966 Page 132, in the office of the Recorder of Deeds of Boone County, Missouri.

Section 2. “Legacy Woods Association” means a not-for-profit corporation of the State of Missouri, to be known as “The Legacy Woods Homes Association.” In the alternative, if such name or any other such name is determined not to be available, then such Association shall bear a name similar thereto (as is determined to be available in the State of Missouri), and as shall be determined appropriate by the Developer in the Developer’s sole discretion. All references in this Supplemental Declaration to “the Legacy Woods Association” shall mean such not-for-profit corporation, and its successors and assigns, which shall serve as the Legacy Woods Association of Legacy Woods Lot Owners hereinafter described, and shall have the powers, duties, privileges, immunities and obligations conferred upon the Legacy Woods Association by this Supplemental Declaration.

Section 3. “Legacy Woods Class A Member” shall mean a Class A Member of the Legacy Woods Association and shall mean a Legacy Woods Lot Owner of a Legacy Woods Lot owned by a person other than a Developer and its assignees; provided that if Developer holds a Legacy Woods Lot for rental or lease purposes, it shall be the Legacy Woods Lot Owner with respect to such Legacy Woods Lot, and shall be deemed to be a Legacy Woods Class A Member with respect to such Legacy Woods Lot held for rental or lease purposes. If a Legacy Woods Lot is rented or leased by Developer, or any assignee of any of Developer’s rights hereunder, or any Legacy Woods Class B Member, then, immediately upon the renting or leasing thereof, the Legacy Woods Lot Owner of such Legacy Woods Lot (regardless of whether same is Developer or any assignee of Developer hereunder or the holder of any other Legacy Woods Class B membership rights) shall become a Legacy Woods Class A Member of the Legacy Woods Association with respect to such Legacy Woods Lot, and shall, with respect to such Legacy Woods Lot, be subject to assessment as a Legacy Woods Class A Member. Such Legacy Woods Lot shall continue after such renting or leasing to be a Legacy Woods Lot to which Legacy Woods Class A membership rights and duties and obligations attach. The qualifications for Legacy Woods Class A membership are set forth below in Article II. Any Legacy Woods Lot which has at any time been occupied or used as a residence shall also be subject to a Legacy Woods Class A membership and its Owner, whether Developer, any assignee of Developer’s rights hereunder or any other Legacy Woods Class B Member shall be a Legacy Woods Class A Member of the Legacy Woods Association with respect to such Legacy Woods Lot.

Section 4. "Legacy Woods Class B Member" shall mean a Class B Member of the Legacy Woods Association and shall mean the Developer, or any person to whom the Developer shall have assigned all or a portion of its rights as the Developer under the terms and provisions of this Supplemental Declaration. Except as specifically provided in Section 10 to the contrary, with respect to Deeds of Trust, mortgages or security instruments executed by Developer, a conveyance by Developer by Warranty Deed, Deed of Trust or other conveyance shall not be deemed to be an assignment of any of its rights as Developer, unless such rights are specifically mentioned therein. Such rights can otherwise be assigned only by an assignment, by a Developer, which specifically refers to the rights of a Developer under this First Amended Declaration.

Section 5. "Legacy Woods Common Area" shall mean (1) Lot C1, or (2) Common Areas shown upon any Plat, hereinabove defined that exclusive service the Legacy Woods Lot(s). Only the Owners of the Legacy Woods Lots shall be entitled to use the clubhouse located on the Legacy Woods Lot(s) if and when constructed.

Section 6. "Legacy Woods Lot(s)" are Lots 1 through 46, inclusive, of the Plat. In the event that Developer elects not to construct a clubhouse for Legacy Woods, as currently provided for on the Plat, the Legacy Woods Lots shall instead be Lots 1 through 49, inclusive, of the Plat.

Section 7. "Legacy Woods Lot Owner" means the person or persons whose estates or interests, individually or collectively, own a Legacy Woods Lot in fee simple.

Section 8. "Supplemental Declaration" means this instrument.

ARTICLE II MEMBERSHIP IN THE LEGACY WOODS ASSOCIATION

Every Owner of a Legacy Woods Lot which has been conveyed or rented by Developer or its assignees, or successors in ownership, or which is used as a residence, shall automatically be a Legacy Woods Class A Member of the Legacy Woods Association, shall be subject to the jurisdiction of the Legacy Woods Association, shall be subject to assessments levied by the Legacy Woods Association under the following provisions of this Supplemental Declaration, and shall be entitled to all rights and privileges of Class A membership in the Legacy Woods Association. Class A membership in the Legacy Woods Association shall not be optional. There shall be one (1) Class A membership attributable to each Legacy Woods Lot. Class A membership in the Legacy Woods Association shall be appurtenant to and may not be separated from ownership of any Legacy Woods Lot subject to assessment by the Legacy Woods Association. Class A membership in the Legacy Woods Association cannot, under any circumstances, be partitioned or separated from ownership of a Legacy Woods Lot subject to the jurisdiction of the Legacy Woods Association. Any covenant or agreement to the contrary shall be null and void. No Owner of a Legacy Woods Lot shall execute any deed, lease, mortgage or other instrument affecting title to his Legacy Woods Lot Ownership without including therein both his interest in the Legacy Woods Lot and his corresponding membership in the Legacy Woods Association, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage or instrument purporting to affect the one without including also the other, shall be deemed and taken

to include the interest so omitted even though the latter is not expressly mentioned or described therein. The Developer, or those to whom Developer shall assign all or any part of the rights as Developer under the terms of this Supplemental Declaration, shall be the sole Class B Member of the Legacy Woods Association. Developer, and those to whom it assigns all or any portion of its rights as a Developer under the terms of this Supplemental Declaration shall become Legacy Woods Class A Members upon and following the termination of Class B memberships as hereinafter provided in this Supplemental Declaration, for each Legacy Woods Lot in which they hold the interests required for Class A membership by this Article II. Each of Developer and its assignees, and successors, shall, before the termination of Legacy Woods Class B memberships, also be Class A Members for each Legacy Woods Lot held for rental or lease purposes and for each Legacy Woods Lot owned by them which is occupied as a residence; any Legacy Woods Lots being held for rental or lease purposes or occupied as residences, which are subject to assessment under the following provisions of this Supplemental Declaration. Except as hereinabove specifically provided to the contrary in Section 10 of Article I of this Supplemental Declaration with respect to deeds of trust, mortgages, and security instruments executed by Developer, rights as a Developer shall not otherwise be deemed to be assigned by any Warranty Deeds or other conveyances made or given by a Developer, unless such rights are specifically mentioned therein. Rights of Developer, including Legacy Woods Class B voting rights, can otherwise be assigned only by a written assignment, properly recorded, which specifically refers to the rights of the Developer hereunder, and the Legacy Woods Class B voting rights, and assigns all or a portion of such rights. Developer can assign all or a portion of its Legacy Woods Class B voting rights, hereinafter set forth, to other Builders or Lot Owners who build within the Development, but such assignment shall be made solely by a specific reference in the Deed or conveyance, or by a separate written assignment which specifically refers to such rights, and is properly recorded. If any Legacy Woods Class B voting rights are so assigned by Developer to other Builders or Lot Owners or another developer, the assignee shall be deemed to lose the Legacy Woods Class B vote(s) for every Legacy Woods Lot conveyed, leased or rented by him or it to another person. If a Legacy Woods Lot is sold, leased, or rented by Developer, or any assignee of Developer's rights hereunder, or the holder of any Legacy Woods Class B membership rights hereunder, or if a Legacy Woods Lot or Living Unit located on a Legacy Woods Lot is occupied as a residence, then the Legacy Woods Class B membership, if any, attributable to such Legacy Woods Lot shall cease, and such Legacy Woods Lot shall automatically have (from the date of the first sale, renting, leasing or occupancy thereof) a Legacy Woods Class A membership attributable thereto and attached thereto, and the Lot Owner of such Legacy Woods Lot shall become, with respect to such Legacy Woods Lot, a Legacy Woods Class A Member, subject to all duties, obligations, assessments, rights and privileges of Class A membership attributable to such Legacy Woods Lot, regardless of whether such Lot Owner is Developer or any other Legacy Woods Class B Member. If a Lot is rented or leased by Developer or any other Legacy Woods Class B Member, or any assignee of any of a Developer's rights hereunder, or if a Lot is occupied as a residence, then such Lot shall be deemed to have been "conveyed," for purposes of the termination of Class B membership rights under the terms of Article III hereof. Notwithstanding anything to the contrary herein set forth in this supplemental Declaration, in the event a Class A membership has not earlier attached to a Legacy Woods Lot under the above provisions of this Article II, such a membership shall attach to such Legacy Woods Lot, and the Class B membership attributable to such Legacy Woods Lot shall terminate, if not earlier terminated, upon the earliest to occur of the following events:

- a. Fourteen (14) months have expired following substantial completion of the Building located upon the Legacy Woods Lot which contains (or is to contain) the Living Unit; or
- b. Twenty-four (24) months have expired following the start of work for the construction of the Building located upon the Legacy Woods Lot which contains or is to contain the Living Unit;
- c. Such Legacy Woods Lot has been conveyed, rented or leased to someone other than the Developer or the Builder who builds the Building containing the Living Unit located on the Legacy Woods Lot or such Living Unit has been occupied as a residence;
- d. Any Living Unit has been occupied as a residence for a period of more than twelve (12) months;

ARTICLE III **VOTING RIGHTS**

The Legacy Woods Association shall have two (2) classes of voting membership:

Class A. Class A Members shall have one (1) vote at all meetings of the Legacy Woods Association for each Legacy Woods Lot in which they hold the interest required for Class A membership by Article II of this Supplemental Declaration. There shall be one (1) vote associated with Class A membership associated with said Legacy Woods Lot(s). When more than one (1) person holds such an interest in any Legacy Woods Lot, the vote for such Legacy Woods Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Legacy Woods Lot, as provided in this Supplemental Declaration.

Class B. The Developer, and those to whom Developer assigns all or any portion of Developer's rights as the Developer, under the terms of this First Amended Declaration, shall, at the outset, be entitled to forty-seven (47) Class B votes; there being forty-six (46) Class B votes attributable to the Legacy Woods Lot(s) (currently Lots 1 through forty-six, both inclusive), all as shown by the Plat, and there being one (1) additional Class B vote. The aggregate number of Class B votes from time to time in existence shall be increased and reduced as follows:

- a. If a Legacy Woods Lot is conveyed by a Developer, without an assignment of the Class B votes attributable thereto, then the number of Class B votes shall be reduced by one (1);
- b. If a Developer retains ownership of a Legacy Woods Lot and builds a Building thereon and then sells the Legacy Woods Lot, then the number of Class B votes shall be reduced by one (1), as each Legacy Woods Lot is sold, rented, leased or otherwise disposed of, or is first occupied as a residence;
- c. In any event, the Class B vote attributable to a Legacy Woods Lot shall cease and terminate as hereinabove provided in Article II of this Supplemental Declaration, and

all Class B votes shall cease and terminate as hereinafter provided in this Article III of this Supplemental Declaration.

All Class B voting rights and memberships if not previously terminated shall terminate upon the earlier to occur of any:

- i. When the Developer, meaning each of the Developer, and all of Developer's assignees of Class B memberships, cease to own any Legacy Woods Lot within the Parcel then constituting the Development, and a period of more than thirty-six (36) months has expired since the Developer and the Developer's assignees of Class B memberships have last owned a Legacy Woods Lot within the Parcel; or
- ii. January 1, 2070; or
- iii. The Developer records in the real estate Records of Boone County, Missouri, a written instrument evidencing Developer's determination to terminate such Class B voting rights.

A failure by a Developer to cast its Class B votes or to exercise any of its rights as a Developer shall not constitute a waiver of such votes or such rights. If the Developer on any occasion elect(s) not to cast Class B votes, and if the Developer permits all members of the Board of the Legacy Woods Association to be elected for any year by the Class A Members of the Legacy Woods Association (which they shall be permitted to do), the Developer shall not, under any circumstances whatsoever, have waived or be deemed to have waived or treated as having waived the rights to cast such Class B votes at any time in the future. In other words, the Developer may, from time to time, relinquish control of the Legacy Woods Association by not casting Class B votes, and then reassert such control at time or times of its choosing.

A Class A membership shall attach to a Legacy Woods Lot automatically on the date of termination of a Class B membership attributable thereto.

ARTICLE IV **THE LEGACY WOODS ASSOCIATION**

Section 1. Formation. The Developer, upon the sale of one (1) or more Legacy Woods Lots, shall cause to be incorporated, a not-for-profit corporation under the laws of the State of Missouri, to be called The Legacy Woods Owners' Association, or a name similar thereto (as shall be available through the office of the Secretary of State of the State of Missouri). The responsibility of the Legacy Woods Association shall be more fully described by the following terms of this Supplemental Declaration. Upon the formation of such Legacy Woods Association, every Legacy Woods Lot Owner then holding or thereafter acquiring an interest in a Legacy Woods Lot required for Class A membership under the terms of Article II of this Supplemental Declaration shall automatically become a Class A Member therein, and the Developer and its assignees shall hold those Class B membership rights hereinabove provided for by this Supplemental Declaration. A Legacy Woods Lot Owner's Class A membership shall terminate upon the sale or other disposition by such Lot Owner of his Legacy Woods Lot Ownership, at

which time the new Legacy Woods Lot Owner shall automatically become a Class A Member of the Legacy Woods Association. Membership in the Legacy Woods Association is not optional. When a Lot Owner acquires ownership of a Legacy Woods Lot, such Lot Owner shall automatically become a Class A Member of the Legacy Woods Association, and shall automatically be subject to assessment by the Legacy Woods Association as hereinafter provided for in this Supplemental Declaration.

Section 2. Articles of Incorporation and By-Laws. The Legacy Woods Association shall have as its Articles of Incorporation and By-Laws such Articles and By-Laws as are attached hereto as **Exhibit A** and **Exhibit B** respectively. Such Exhibits are incorporated herein by reference.

Section 3. Administration. The Legacy Woods Lot(s) shall be administered by the Legacy Woods Association, which, in turn, shall be managed by a Board of Directors elected and constituted as hereinafter provided in this Article. The Legacy Woods Association's Board of Directors shall have general responsibility to administer the Legacy Woods Lot(s), approve the annual budget of the Legacy Woods Association, provide for the collection of annual, special, monthly or other assessments from Legacy Woods Members, and arrange and direct or contract for the management of the Legacy Woods Lot(s) and otherwise administer with respect to any matter generally pertaining to enhancing, maintaining, benefitting, and promoting the Legacy Woods Lot(s).

Section 4. Board of Directors. The Legacy Woods Association's initial Board of Directors shall consist of three (3) individuals. The members of the first Board of Directors of the Legacy Woods Association, as named in the Legacy Woods Association's Articles of Incorporation, shall serve until the first annual meeting of the Members of the Legacy Woods Association, and until their successors are duly elected and qualified. Thereafter, so long as there are Class B voting rights in existence, the Legacy Woods Association's Board of Directors shall consist of three (3) or five (5) or seven (7) (or some other odd number) of individuals, as the Legacy Woods Association's Board of Directors shall from time-to-time find to be appropriate; a majority of such Directors shall be natural persons (who need not be Legacy Woods Lot Owners) elected by the Legacy Woods Class B Members, and the remaining Director or Directors, as the case may be, shall be (a) natural person(s), holding (an) ownership interest(s) in (a) Legacy Woods Lot(s) (other than the Developer, or those to whom Developer, or any of Developer's assignees) elected by the Class A Members of the Legacy Woods Association. After all Class B voting rights have ceased to exist, the Legacy Woods Association's Board of Directors shall consist of three (3) or five (5) or seven (7) (or some other odd number) of natural persons, as determined by the Legacy Woods Association's Board of Directors from time to time, who shall be holders of ownership interests in Legacy Woods Lots, elected by the Members of the Legacy Woods Association. The Directors shall be elected in that manner, and for those terms, specified by the By-Laws, except as hereinabove provided to the contrary.

Section 5. General Powers and Duties of the Legacy Woods Association. The Legacy Woods Association, for the benefit of all Legacy Woods Lot Owners and their lessees, shall provide for, and shall acquire and shall pay for out of the maintenance fund hereinafter provided for, the following:

a. Waste removal, electricity and telephone and other necessary utility service for the Legacy Woods Common Area;

b. To obtain and maintain a policy or policies insuring the Legacy Woods Association, its members, and its Board of Directors against any liability to any persons, including Legacy Woods Lot Owners or their invitees or tenants, instant to the ownership and/or use of the Legacy Woods Common Area, the liability under which insurance shall be of the limits determined by the Association's Board of Directors, but shall never be less than Two Million Dollars (\$2,000,000.00) single limit coverage, for injuries to or death of any one person or for injuries or deaths arising out of any one occurrence. Such limits shall be reviewed annually by the Legacy Woods Association's Board of Directors and may be increased in its discretion. Such insurance shall be payable to the Legacy Woods Association in trust for the benefit of the Legacy Woods Lot Owners. The Legacy Woods Association shall also obtain Worker's Compensation Insurance to the extent necessary to comply with any applicable laws.

c. Upon ten (10) days' notice to the Legacy Woods Association's Board of Directors, or its manager, management firm or managing agent, and upon the payment of a reasonable fee set by the Legacy Woods Association's Board of Directors, to furnish to any Legacy Woods Lot Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing by such Owner.

d. When the Legacy Woods Association's Board of Directors, in its sole and absolute discretion, deems it advisable to do so, to retain the services of a professional manager, management firm or managing agent to fulfill the Legacy Woods Association's obligations, and to retain the services of such accountants, attorneys, employees and other persons as the Legacy Woods Association's Board of Directors shall, in its sole and absolute discretion, deem necessary in order to discharge the Legacy Woods Association's duties. Notwithstanding anything to the contrary hereinabove set forth in this subpart (d) of this Section 5, or at any other location in this Supplemental Declaration, any management contract entered into with any manager, management firm or managing agent prior to the termination of Class B voting rights hereunder shall not, in any event, have a term exceeding five (5) years, or extending beyond the date of termination of Class B voting rights as hereinabove provided for, whichever would provide the shorter term. Any delegation by the Legacy Woods Association's Board of Directors of any of its duties, powers or functions to a manager, management firm or managing agent must be revocable upon no more than six (6) months written notice from the Legacy Woods Association.

e. To provide for the cutting of all grass within the Legacy Woods Common Areas and the Legacy Woods Lot(s), and for the irrigation of all lawns, trees and shrubbery and the like within the Legacy Woods Common Areas, and for the landscaping, gardening, maintenance and replacement of all lawns, trees, shrubbery and landscaping within the Legacy Woods Common Areas, and for providing snow removal for all driveways, walkways, sidewalks and parking areas located within the Legacy Woods Common Areas Common Areas and the Legacy Woods Lot(s).

f. To maintain and replace, when necessary, all roads, gates, driveways, parking areas, sidewalks and walkways within the Legacy Woods Common Areas.

g. To establish reasonable rules and regulations governing the Legacy Woods Common Areas so as to provide reasonable protection for the rights and privacy of all Legacy Woods Lot Owners, in the use and enjoyment of their Lots and any parking areas or Legacy Woods Common Areas.

h. To obtain, provide and pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments the Legacy Woods Association is required to secure or pay for pursuant to the terms of this Supplemental Declaration, including the Legacy Woods Association's By-Laws, or by law, or which in the Legacy Woods Association's opinion shall be necessary or proper for the maintenance and operation of the Development as a first class development, or for the enforcement of any restrictions set forth in this Supplemental Declaration.

i. To pay any amount necessary to discharge any mechanic's lien or other encumbrances levied against any portion of the Legacy Woods Lot(s), which may in the opinion of the Legacy Woods Association's Board of Directors, constitute a lien against more than one (1) Legacy Woods Lot, rather than merely against the interests of a particular Legacy Woods Lot Owner; provided, however, that there shall not be paid from the maintenance fund, by reason of the provisions of this subparagraph i, any sums due from the Developer, or by reason of any improvements contracted for by the Developer. When one (1) or more Legacy Woods Lot Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the costs of discharging the lien and any costs incurred by the Legacy Woods Association and its Board of Directors by reason of the lien or liens shall be specially assessed to said Legacy Woods Lot Owners and shall constitute a lien against the Lots owned by the Lot Owners, and shall be enforceable as described in Article VI of this Supplemental Declaration.

j. To provide for the payment of taxes and assessments, general and special, levied against or by reason of the Legacy Woods Common Areas.

k. To enforce those provisions hereinafter set forth in this Supplemental Declaration which require that the Owners of each Legacy Woods Lot(s) to repair, maintain and replace certain portions of their Lots.

l. To maintain and repair clubhouse located on Lot C1 of the Plats.

Section 6. Limitation Upon Power of Legacy Woods Association and Board of Directors.

The powers of the Legacy Woods Association and its Board of Directors as hereinabove set forth shall be limited in that they shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for the purpose of replacing or restoring any improvements which have been damaged or which reasonably require replacement for any reason) having a total cost in excess of Twenty Thousand Dollars (\$20,000.00), without in each case obtaining the prior approval of a majority of the Legacy Woods Class A Members. The above provisions of this Section 6 to the contrary notwithstanding, the Legacy Woods Association's

Board of Directors shall have no power or authority whatsoever to make payment for any improvement located within the Development which the Developer shall cause to be placed within the Development. The responsibility for erecting within the Development all improvements shown by the Plans for the Development, or any portion of the plans for the Development, shall be placed upon the Developer, and not the Legacy Woods Association.

Section 7. Rules and Regulations. A majority of the Legacy Woods Association's Board of Directors may adopt and amend administrative rules and regulations and such reasonable rules and regulations, which are not inconsistent with this Supplemental Declaration, as it may deem advisable for the use, operation, maintenance, conservation and beautification of the Areas.

Section 8. Active Business. Nothing hereinabove contained shall be construed to give the Legacy Woods Association or its Board of Directors authority to conduct an active business for profit on behalf of the Legacy Woods Association or the Legacy Woods Lot Owners or any of them.

ARTICLE V

ASSESSMENT - MAINTENANCE FUND

Section 1. Creation of a Lien and Personal Obligation for Assessments. The Developer, for each Legacy Woods Lot, and for each Living Unit contained thereon, and for each Legacy Woods Lot and Living Unit now or hereafter owned by the Developer, or the Developer's assignees, and for all present and future Lot Owners of such Legacy Woods Lots, hereby agrees, and each Owner of any Legacy Woods Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any Deed or other conveyance, shall be deemed to covenant and agree, to pay to the Legacy Woods Association, or the duly authorized officers, representatives, or agents of the Legacy Woods Association: (1) annual assessments or charges hereinafter described; (2) special assessments for capital improvements hereinafter described; (3) special assessments for tax bills or public improvements, hereinafter provided for; (4) special assessments for replacement or nonperiodic maintenance hereinafter provided for; (5) assessments for insurance premiums hereinafter described; (6) any other sums or assessments provided for in this Supplemental Declaration; and (7) fines and assessments as provided for by Section [20] of Article [XII] of this Supplemental Declaration. Such sums and assessments to be fixed, established and collected from time to time as hereinafter provided. All such annual and special assessments, and other sums and assessments, together with such interest thereon and costs of collection thereof as may be hereinafter provided for, shall be a charge on the Legacy Woods Lots, and shall be a continuing lien upon the Legacy Woods Lots against which each such assessment or charge is made. Each such assessment or charge shall also be the joint and several personal obligation of the person or persons who were the Lot Owners of such Legacy Woods Lot at the time when the assessment fell due. The personal obligation shall not pass to such Legacy Woods Lot Owner's successor in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Legacy Woods Association shall be used exclusively by the Legacy Woods Association to discharge its duties and obligations as provided for by this Supplemental Declaration, and for the purposes of promoting the recreation, health, safety and welfare of the Legacy Woods Lot Owners, and in particular for

the improvement and maintenance of the Legacy Woods Lot(s) and the services and facilities devoted to this purpose, and for the improvement and maintenance of the Legacy Woods Common Area, and the services and facilities related to the use and enjoyment of the Legacy Woods Common Area, and of the Buildings situated upon the Legacy Woods Lots, as required by the provisions of this Supplemental Declaration, including but not limited to, the payment of taxes and insurance on the Legacy Woods Common Area, repairs to, maintenance of, replacement of and additions to the Buildings located on the Legacy Woods Lots as required by the terms and conditions of this Supplemental Declaration, and for the cost of labor, equipment, materials, management and supervision of the Legacy Woods Common Area, and for the maintenance, repair and services listed in Article IV and VII hereof, as required by such Articles.

Section 3. Legacy Woods Maintenance Fund. The annual assessments or charges and special assessments established and collected under the terms of this Article shall constitute a fund to be known as the "Legacy Woods Maintenance Fund".

Section 4. Amount and Setting of Initiation Fee and Annual Assessments. From and after the conveyance of the first Legacy Woods Lot to an Owner other than the Developer, or another Class B Member, or from and after the date of the first leasing or renting of the first Living Unit within the Legacy Woods Lot(s) to be rented or leased, whichever shall first occur, and payable thereafter each time the Legacy Woods Lot is transferred from one owner to another, an initiation fee in the amount of \$1,000.00 (the "Legacy Woods Initiation Fee") shall be payable by the Owner at closing or within thirty (30) days of occupancy. The Legacy Woods Initiation Fee shall be payable to Developer until such time as Developer is no longer a Legacy Woods Class B Member, after which time the Legacy Woods Initiation Fee shall be payable to the Legacy Woods Association. Beginning on January 1 of the year immediately following such conveyance, renting or leasing, the annual assessments shall be \$500.00 each year. Beginning January 1 of the year immediately following such conveyance, renting or leasing the annual assessment for all Legacy Woods Lots from time to time subject to assessment may be increased or decreased as follows:

a. Each year, on or before November 30, the Legacy Woods Association's Board of Directors shall estimate the total amount necessary to pay the costs of wages, materials, insurance, services and supplies, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Legacy Woods Association's Board of Directors to be necessary for a reserve for contingencies and replacement or for maintenance of a periodic but not annual nature (such as roof replacement for the clubhouse, etc.), and shall on or before December 31 of that year, notify each Legacy Woods Lot Owner in writing as to the amount of such estimate, with reasonable itemization thereof for the following calendar year.

b. Beginning, and from and after, January 1 of the year immediately following the conveyance of the first Legacy Woods Lot to a Lot Owner other than the Developer, or another Legacy Woods Class B Member, and on January 1 of each following year, the annual assessment may be increased or decreased above or below the assessment for the preceding year by the Legacy Woods Association's Board of Directors, effective January 1 of each year, without a vote of the membership, if required to meet the established cash requirements described in subpart a of this Section 4.

The Legacy Woods Association's Board of Directors, or its manager, management firm or managing agent, or any person employed by it to collect the annual assessments, shall have the authority, as to each Legacy Woods Lot, to allow the annual assessment to be paid either (i) in one (1), annual installment equal to the entire amount of the annual assessment, or (ii) in quarterly or semi-annual installments. Unless the Legacy Woods Association's Board of Directors or its manager, management firm or managing agent or the party employed by it to collect the annual assessments elects to allow annual assessments to be paid other than in one (1) lump, annual sum, annual assessments shall be paid in one (1) lump, annual sum.

PRORATED ANNUAL ASSESSMENTS: AT THE TIME WHEN A LEGACY WOODS LOT IS CONVEYED TO A LOT OWNER BY THE DEVELOPER, ANOTHER CLASS B MEMBER OR A BUILDER, THE DEVELOPER, SUCH CLASS B MEMBER OR BUILDER SHALL BE RESPONSIBLE FOR COLLECTING FROM THE NEW LEGACY WOODS LOT OWNER, AND IMMEDIATELY REMITTING TO THE LEGACY WOODS ASSOCIATION, THE EQUITABLY PRORATED SUM OF THE ANNUAL ASSESSMENT FOR THAT YEAR WHICH INCLUDES THE DATE OF THE CONVEYANCE, PRORATED EFFECTIVE AS OF THE DATE OF THE CONVEYANCE. THEREFORE, IF LEGACY WOODS LOTS BECOME SUBJECT TO ASSESSMENT IN THE MIDDLE OF A CALENDAR YEAR, ANNUAL ASSESSMENTS FOR SUCH CALENDAR YEAR SHALL BE EQUITABLY PRORATED AS OF THE DATE THE LEGACY WOODS LOT BECOMES SUBJECT TO THE ANNUAL ASSESSMENTS.

Section 5. Special Assessments for Capital Improvements or Other Purposes. In addition to the annual assessments authorized above, the Legacy Woods Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or unexpected repair or replacement of a capital improvement, or for purposes of making up or offsetting or paying any deficiency for such year and the annual assessment established pursuant to Section 4 above, or for purposes of paying the difference between the sums raised by virtue of the annual assessments for such year and the total costs of providing for such year the services to be provided by the Legacy Woods Association during such year; provided that any such assessment shall have the assent of a majority of the votes of each class of Legacy Woods Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Legacy Woods Members not less than ten (10) days nor more than forty (40) days in advance of the meeting setting forth the purpose of the meeting.

Section 6. Special Tax Bill or Assessment for Public Improvements. The Legacy Woods Association shall pay any special tax bill or benefit assessment of any public body for public improvements which abut or run along any of the Legacy Woods Common Area. The entire cost of any such tax bill or assessment shall, automatically, upon levy thereof by the public body or authority, become a special assessment against all Legacy Woods Lots. The entire sum of such special assessments shall be apportioned equally among all of the Legacy Woods Lots. Such special assessments shall be used by the Legacy Woods Association to pay the assessment or tax bill levied by the public body or authority. Such special assessment shall be due and owing by each Legacy Woods Lot Owner in time to permit timely payment of the tax bill or assessment. Special assessments provided for by this Section 6 shall be enforceable in that manner hereinafter provided for in this Article V for enforcement of all assessments. Special assessments provided

for by this Section 6 shall attach to all Legacy Woods Lots, whether owned by Legacy Woods Class A or Class B Members or other members.

Section 7. Special Assessment for Replacement or Non-Periodic Maintenance. In the event the Legacy Woods Association is required to perform any non-periodic maintenance, repair or replacement for any portion of the Legacy Woods Common Area, including by way of example only but not by way of limitation, the need of resurfacing or replacing signs, drives, driveways, parking areas and walkways, pool, clubhouse, and the need to replace lawns and landscaping within the Legacy Woods Common Areas, and in the further event the annual assessment for the Legacy Woods Lots and Living Units shall be insufficient to cover the costs of such non-periodic maintenance, repair or replacement, together with the sum of other costs to be paid therefrom, or shall not have established a sufficient reserve for such repair, maintenance or replacement (a requirement that such reserve be established, although possibly advisable, shall not be implied herefrom), then the entire sum of the costs of such repair, maintenance or replacement of a non-periodic character shall be apportioned equally among all of the Legacy Woods Lots and Living Units then located on the Legacy Woods Lots, and that portion of such cost apportioned to each such Legacy Woods Lot or Living Unit shall constitute a special assessment against each such Legacy Woods Lot. Such special assessment shall be used by the Legacy Woods Association to pay the cost of such repair, replacement or maintenance of a non-periodic character, and shall be due and owing by each Legacy Woods Lot Owner, on demand, in time to permit timely payment of the cost of the maintenance, repair or replacement. special assessments provided for in this Section 7 shall be enforceable in that manner hereinafter provided for in this Article V for enforcement of all assessments. The sum of such special assessment shall be established by the majority vote of the Legacy Woods Association's Board of Directors, acting within its sole and absolute discretion, and such determination by such Board of Directors, if made in good faith, shall be binding upon all Legacy Woods Lot Owners.

Section 8. Uniform Rate of Assessment. In all cases, the rates of those assessments provided for by Sections 4, 5, 6 and 7 of this Article V must be fixed in the same fashion as Class A and Class B voting rights for all Legacy Woods Lots and Living Units subject to such assessments.

Section 9. Collection of Assessments. Both annual and special assessments shall be due and payable at such times, and in such installments, as the Legacy Woods Association's Board of Directors shall determine, and may be collected on an annual, semi-annual, or quarterly basis.

Section 10. Date of Commencement of Annual Assessments: Due Dates. All of the annual and special assessments and other assessments hereinabove provided for in this Article V shall apply to each Legacy Woods Lot or Living Unit from and after (and beginning with) the date when such Legacy Woods Lot or Living Unit is rented, leased, sold, conveyed or otherwise disposed of by a Developer or the Builder erecting the Building which contains the Living Unit of such Legacy Woods Lot, or the earlier date when the Living Unit of such Legacy Woods Lot is first occupied as a residence. In any event such assessment shall apply, beginning with the dates that such Legacy Woods Lot is first occupied as residence (whether under a lease or rental basis, or any other basis). No Assessment shall attach to any Legacy Woods Lot, until such Legacy Woods Lot is either first conveyed, or first rented, or first leased by a Developer or the Builder thereof, or is first occupied

as a residence. It is not intended that any Legacy Woods Lot shall be subject to annual assessments or special assessments, except as otherwise specifically provided otherwise in this Article V, until:

- a. A Building containing a Living Unit which is a part of the Legacy Woods Lot is completed; and
- b. That Living Unit (or the Legacy Woods Lot containing such Living Unit) is conveyed by a Developer or the Builder who erected the Building to a Lot Owner other than the Developer or such Builder, or a Living Unit on such Legacy Woods Lot is first occupied as a residence or is rented or leased; or
- c. The Living Unit becomes subject to a Class A Membership.

Such Assessments shall apply beginning with the date when such circumstance exists, and shall, in any event, apply when a Living Unit on a Legacy Woods Lot is first occupied as a residence (whether under a lease or rental basis or otherwise). The above provisions of this Section 10 to the contrary notwithstanding, however, a Legacy Woods Lot shall become subject to assessments automatically should a Class A membership attach to the Lot under Article II of this Supplemental Declaration. In such event, the Lot shall become automatically subject to assessment effective on the date the Class A membership attaches. The first annual assessment for each Legacy Woods Lot shall be adjusted according to the number of months remaining in the calendar year. The Legacy Woods Association's Board of Directors shall fix the amount of the annual assessment against each Lot as soon as practicable before January 1, unless approval of the Legacy Woods Association's membership is required as hereinabove provided for in this Supplemental Declaration. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Association's Board of Directors. The Legacy Woods Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Legacy Woods Association setting forth whether the assessments on a specified Legacy Woods Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. **THE LEGACY WOODS ASSOCIATION MAY ELECT TO REQUIRE THAT THE PRORATED SUM OF THE ENTIRE AMOUNT OF THE ANNUAL ASSESSMENT FOR THAT YEAR WHICH INCLUDES THE DATE WHEN A LEGACY WOODS LOT BECOMES SUBJECT TO ASSESSMENTS AS DESCRIBED IN THIS SECTION 14 BE PAID TO THE LEGACY WOODS ASSOCIATION IN ITS ENTIRETY ON THE DATE WHEN THE LEGACY WOODS LOT BECOMES SUBJECT TO ASSESSMENTS, AS SUCH DATE IS HEREINABOVE DESCRIBED IN THIS SECTION 14. THE ANNUAL ASSESSMENT FOR SUCH YEAR, WHICH INCLUDES SUCH DATE, SHALL BE PRORATED BASED UPON THE NUMBER OF DAYS OF THE CALENDAR YEAR WHICH REMAIN AFTER THE DATE WHEN THE LEGACY WOODS LOT BECOMES SUBJECT TO ASSESSMENTS, AS COMPARED TO THE NUMBER 365. FOR EXAMPLE, IF THE ANNUAL ASSESSMENT FOR A CALENDAR YEAR IS \$1,200, AND THE LEGACY WOODS LOT BECOMES SUBJECT TO ASSESSMENTS ON JULY 1 OF SUCH CALENDAR YEAR, THEN THE PRORATED SUM OF THE ANNUAL ASSESSMENT FOR SUCH CALENDAR YEAR SHALL BE ONE-HALF OF \$1,200, OR \$600, AND THE LEGACY WOODS ASSOCIATION CAN ELECT TO REQUIRE THAT THE ENTIRETY OF SUCH PRORATED SUM BE DUE AND OWING ON THE DATE WHEN THE NEW LEGACY WOODS LOT OWNER BECOMES SUBJECT TO ANNUAL ASSESSMENTS.** annual assessments shall thereafter be due and owing:

- On a lump sum basis, within the first thirty (30) days of a calendar year; or

- In equal quarterly or semi-annual installments, as the Board of the Legacy Woods Association shall from time to time find to be appropriate.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Legacy Woods Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the date of delinquency at the "Prime Interest Rate", plus three percent (3%) per annum (but in no event less than ten percent (10%) per annum) and the Legacy Woods Association may bring an action at law or in equity against the Legacy Woods Lot Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Legacy Woods Common Area or abandonment of his Legacy Woods Lot. All references herein to the "Prime Interest Rate" shall mean that interest rate published as "Prime" or as the "Prime Rate" or as the "Prime Interest Rate" in the Money Rates column of the Wall Street Journal; meaning that rate of interest being charged by the Nation's largest money center banks to their most favored corporate borrowers. The interest rate shall be adjusted, up or down, with each adjustment in the Prime Interest Rate (as published in such Money Rates column) so as to always be equal to a rate of interest three percent (3%) per annum above the said Prime Interest Rate; provided that the Interest Rate shall never be less than ten percent (10%) per annum.

Section 12. Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon any property subject to assessment; provided, however, that in the event of default in the payment of any obligation secured by such mortgage or deed of trust such subordination shall apply only to the assessments or installments thereof which shall become due and payable prior to the sale of such property pursuant to power of sale under such deed of trust, or prior to a conveyance to the mortgagee or holder of the deed of trust in lieu of foreclosure. Such foreclosure or such sale or conveyance in lieu of foreclosure shall not relieve such property from liability for any assessments or installments thereof thereafter becoming due or from the lien of any such subsequent assessments or installments thereof thereafter becoming due.

Section 13. Exempt Property. The following property subject to this Supplemental Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Legacy Woods Common Area; and (c) all Legacy Woods Lots owned by a Developer or its assignees of its rights as Developer, or a Builder, until same have been rented, leased, sold or occupied, unless otherwise subject to assessment under the foregoing provisions of this Supplemental Declaration. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 14. Collection of Assessments. Both annual and special assessments shall be due and payable at such times and in such installments as the Legacy Woods Association's Board of Directors shall determine and may be collected on an annual, semi-annual, or quarterly basis.

Section 15. Retroactive Effect of Assessments. If an annual assessment for a calendar year is not established until after January 1 of such year, then such new assessment shall be retroactive from the date of setting or approval to the first day of the calendar year and shall apply for the entire calendar year. If installments upon the Assessment have been previously paid prior to such setting or approval, then the sum of any deficiency in such installments shall be due on the due date of that installment which next follows setting or approval of the Assessment, or if there is no such installment, shall be immediately due following such setting or approval.

Section 16. Failure to Establish Assessment. If the annual assessment described in Section 4 should not be set for any year, the assessment for the preceding year shall be in effect for such year.

Section 17. Shortages. In the event the annual assessments to be paid to the Legacy Woods Association shall in any year be insufficient to enable the Legacy Woods Association and its Board of Directors to perform the Legacy Woods Association's duties and obligations under this Supplemental Declaration, then the excess of the costs incurred by the Legacy Woods Association in performing its duties and obligations, over and above the sum of the annual assessments paid to the Legacy Woods Association in such calendar year, shall constitute a special assessment against all Legacy Woods Lots subject to assessment at the end of such calendar year. Such special assessment shall be apportioned among all Legacy Woods Lots then subject to assessment in the same manner as other assessments are apportioned. Such special assessment shall constitute an assessment against each of the Legacy Woods Lots, which such assessment shall be payable at such time or times as the Legacy Woods Association's Board of Directors, in its discretion, shall specify. Such assessment shall bear interest, and shall be enforceable, in the manner provided for by this Article V, and shall constitute a lien against the Legacy Woods Lots in the manner provided for other assessments by this Article V.

Section 19. Enforcement of Assessments. All assessments provided for by this Article V shall be delinquent if not paid within fifteen (15) days of the due date thereof. Each such assessment (or any installment thereon) not paid within fifteen (15) days of the due date thereof, shall bear interest from the date when due until the date when paid, at a rate of Interest defined in Section 11 of this Article. Interest shall accrue until the Assessment is paid. Such Assessment and accrued interest thereon, and all costs of collection incurred by the Association in seeking to enforce payment of an Assessment or in enforcing the lien for the Assessment and interest (including but not limited to attorney fees), shall be due and payable by the Legacy Woods Lot Owner to the Legacy Woods Association, and the Legacy Woods Association may collect such Assessments (and all subsequent Assessments). All costs of collection of Assessments and interest, including reasonable attorney fees, shall be added to and shall constitute a part of such Assessments and shall be chargeable and collectable as a part of the Assessments. Same shall be a part of the lien for the Assessment. The Legacy Woods Association's Board of Directors may enforce Assessments as follows:

a. All Assessments provided for by this Supplemental Declaration shall constitute the personal obligations of the Lot Owners who own the Legacy Woods Lots charged with said Assessment, and shall constitute liens on such Legacy Woods Lots containing same. If

more than one person owns a Lot, then such obligation shall be the joint and several obligation of all such persons who own said Lot. In addition, such Assessment shall constitute a lien against a Lot Owner's Lot, and all improvements located thereon, including any residence or Building or Living Unit located thereon, if not paid in a timely manner.

b. In addition to any lien arising from an unpaid Assessment (and the accumulated and accrued interest thereon), all costs incurred by the Legacy Woods Association in collecting said Assessment from said Legacy Woods Lot Owner(s), including the Legacy Woods Association's attorney fees, court cost, and other litigation expenses, shall be added to and shall likewise constitute a part of the Assessment which constitutes a lien against said Legacy Woods Lot. Said costs of collection also shall be chargeable to and collectible personally from any Legacy Woods Lot Owner who fails to pay same in a timely manner.

c. The Legacy Woods Association, acting through its Board of Directors, may collect said Assessment by a lawsuit against the Legacy Woods Lot Owner(s). Alternatively, or in addition, the Legacy Woods Association may foreclose its lien against the Legacy Woods Lot which is charged with the Assessment lien, and recover as a part of such action all interest, costs, and attorney's fees of such foreclosure action or such lawsuit, or both.

d. Except as otherwise provided herein for the Developer or a Builder, no Legacy Woods Lot Owner may waive or otherwise avoid liability for the Assessments provided for in this Supplemental Declaration because of the non-use of a Legacy Woods Lot or the non-use of the Legacy Woods Common Area. Ownership of a Legacy Woods Lot shall be all that is necessary to become liable for the payment of an Assessment under this Supplemental Declaration.

e. The lien to secure the payment of an Assessment shall be in favor of the Legacy Woods Association, and its Board of Directors shall have the discretion as to whether or not to enforce said lien, and as to the manner of such enforcement.

f. Any lien against a Legacy Woods Lot may be foreclosed upon in the same manner as a mortgage against real property, and pursuant to the procedures and requirements of the Revised Statutes of Missouri (including any substitute or successor statute). Any lien against a Legacy Woods Lot may be foreclosed in like manner as a mortgage or deed of trust of real property (with full power of sale) as provided in the Revised Statutes of Missouri and any amendatory or successor statutes thereto. Any officer of the Legacy Woods Association or the Legacy Woods Association's manager, management firm or managing agent may act as the trustee, with full power of sale. If any such foreclosure does not result in full payment of the Assessment, then the Legacy Woods Lot Owner shall remain obligated for the deficiency, together with interest thereon as described above and costs of collection thereof, including attorney fees. Each Lot Owner of each Legacy Woods Lot, as to the Lot Owner's Legacy Woods Lot, hereby grants unto the Legacy Woods Association, and its Board of Directors and officers, and its managing agents, a lien against the Lot Owner's Legacy Woods Lot, and covenants and agrees that such lien may be foreclosed in precisely the same manner as a mortgage against real property, with power of sale, and pursuant to the procedures and requirements of the above-referenced sections of the Missouri Statutes. Each Legacy Woods Lot Owner covenants and agrees that any lien against a Legacy Woods Lot may be foreclosed in like manner as a mortgage or deed of trust upon real property

(with full power of sale) as provided for in the Revised Statutes of Missouri, and any amendatory or successor statutes thereto. The liens and rights to enforce the liens in the manner described in this Section are hereby granted and shall be deemed to be automatically granted to the Legacy Woods Association by each Legacy Woods Lot Owner.

g. The Legacy Woods Association may elect to refrain from foreclosing upon any Assessment lien, and instead may bring suit against the Legacy Woods Lot Owner(s) for the collection of same without waiving or affecting the Legacy Woods Association's right to assert said lien against the Legacy Woods Lot and without affecting the priority, status, or enforceability of said lien.

h. The Legacy Woods Association shall not be deemed to have waived any right to collect an Assessment by proceeding in a particular manner, i.e., the election by the Legacy Woods Association to collect an unpaid Assessment by foreclosing on the Assessment lien which attaches to a Legacy Woods Lot shall not preclude the Legacy Woods Association from thereafter filing suit against the Lot Owner(s) to enforce said lien, or vice versa.

Section 20. Notice and Priority of Lien in Favor of Legacy Woods Association. The lien securing payment of an unpaid Assessment or Assessments described in this Supplemental Declaration shall have such priority as is accorded to said lien based on the date when the Legacy Woods Association records notice of said lien in the office of the Recorder of Deeds of Boone County, Missouri. The lien in favor of the Association shall be inferior to any mortgage or deed of trust placed of record against a Legacy Woods Lot prior to the date of recordation of such lien notice in the office of the Recorder of Deeds of Boone County. The lien in favor of the Legacy Woods Association shall arise and constitute a lien against a Legacy Woods Lot from and after the date of such recordation. The Legacy Woods Association may record such lien notice in the office of the Recorder of Deeds of Boone County, Missouri, at any time subsequent to the date when an Assessment becomes delinquent. No prior written notice to a Legacy Woods Lot Owner shall be required to be given by the Legacy Woods Association before the recordation of such notice in the office of the Recorder of Deeds of Boone County, Missouri. A notice of lien recorded by the Legacy Woods Association in substantially the following form shall be all that is required in order to give notice to the public and to any other person interested in the Lot as to the existence of the Legacy Woods Association's lien against the Legacy Woods Lot in question, to wit:

Grantor: *[Here insert name and address of Legacy Woods Lot Owner]*
Grantee: The Legacy Woods Owners' Association [address: _____]
Real Estate: The following described real estate situated in Boone County,
Missouri:

Lot _____ of Legacy Farms Plat _____, as shown by Plat of Legacy
Farms Plat 1 recorded in Plat Book _____ at Page _____
_____ of the Real Estate Records of Boone County, Missouri

Date: _____, 20_____

Notice of Lien in Favor of Legacy Woods Owners' Association

Take notice that the Legacy Woods Owners' Association (the "Association"), is entitled to a lien to secure the payment of one or more unpaid and delinquent Assessments against the following real property located in Legacy Woods, a subdivision of Boone County, Missouri, to-wit:

[HERE INSERT LEGAL DESCRIPTION OF LOT TO WHICH LIEN ATTACHES.]

The lien to which the Association is entitled exists to secure payment of one or more Assessments under the "Supplemental Declaration of Covenants, Easements, and Restrictions of Legacy Woods Owners' Association" a subdivision of Boone County, Missouri, dated the ____ day of ____, 20 ____, and filed for record in Book ____ at Page ____ of the Boone County Records, as amended ("the Supplemental Declaration"). The approximate amount of the Assessment which remains unpaid (and therefore the amount of the lien in favor of the Association) is \$ _____. However, the amount of this lien will increase by the amount of accrued interest in any costs incurred by the Association in enforcing this lien against the above-referenced property or in collecting said Assessment, including the Association's attorney fees, all as set forth in the Supplemental Declaration.

If further information is required concerning this lien or this notice, please contact *[here insert name, address, and telephone number of President of Association]*.

IN WITNESS WHEREOF, the Legacy Woods Owners' Association has caused this notice to be executed by its President as its duly authorized officer on this ____ day of ____, 20 ____.

Legacy Woods Owners' Association

By: _____
President

State of Missouri)
)ss.
County of _____)

On this ____ day of ____, 20 ____, personally appeared before me _____, who, upon his/her oath and being duly sworn did state and affirm that he/she is the President of the Legacy Woods Owners' Association, that the facts set forth above are true to the best of his/her knowledge and belief, and that this notice has been executed on behalf of the Legacy Woods Owners' Association, pursuant to the authority vested in the above-named officer of said Association by the Board of Directors thereof.

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

_____, Notary Public
 _____ County, State of Missouri
 My commission expires: _____.

Section 21. Release of Assessment Liens. Any Assessment lien in favor of the Legacy Woods Association, upon the payment thereof may be released by the Legacy Woods Association. In this regard, any document executed by the President of the Legacy Woods Association (or by the Vice President of the Legacy Woods Association, in the absence of the President) and acting pursuant to the authority vested in them by the Board of Directors of the Legacy Woods Association, shall be valid and binding upon the Legacy Woods Association. Any lien recorded by the Legacy Woods Association may be released by the President (or Vice President, in the President's absence) of the Legacy Woods Association by executing and recording a release of lien form in substantially as follows:

Grantor: Legacy Woods Owners' Association
 [address: _____]

Grantee: [Here insert name and address of Lot Owner]

Real Estate: The following described real estate situated in Boone County, Missouri:

Lot _____ of Legacy Farms Plat 1, as shown by Plat of Legacy Farms Plat 1 recorded in Plat Book [2021 or 2022] at [Page 2825 or Page 1825] of the Real Estate Records of Boone County, Missouri

Date: _____, 20____

Release of Lien in Favor of
 Legacy Woods Owners' Association

Take notice that the Assessment lien in favor of the Legacy Woods Owners' Association (the "Association") which was the subject of a notice recorded in the office of the Recorder of Deeds of Boone County, Missouri on _____ (date) in Book _____ at Page _____ of the records of Boone County, Missouri, has been paid in full, satisfied, and is hereby released. This release applies to said notice of lien dated and recorded as set forth above only, and to no other lien in favor of the Association.

IN WITNESS WHEREOF, the Association, acting by and through its duly authorized officer, has executed this release of lien on this _____ day of _____, 20____.

Legacy Woods Owners' Association

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- e. The payment of all taxes upon the Legacy Woods Common Areas;
- f. The providing of liability insurance for the Legacy Woods Common Areas;
- g. The painting, cleaning, tuckpointing, maintaining, decorating, operating, repairing (lighting where appropriate), servicing and replacing of all Legacy Woods Common Elements, including, but not limited to, the clubhouse shown on the Plan, and to be plated hereafter;
- h. The replacement of all dead and dying trees, shrubs, plants and other plantings located within the Legacy Woods Common Areas, provided that same shall be replaced only with a tree or plant of the same size as existed at the original planting;
- i. The planting of any new trees, shrubs, plantings and the like within the Legacy Woods Common Areas, and subject to subparagraph h above, the replacement of same;
- k. The maintenance, repair, replacement and resurfacing of all drives, driveways, parking areas and walkways located within the Legacy Woods Common Areas; and
- l. At the discretion of the Legacy Woods Association's Board of Directors (and the Legacy Woods Association shall not be required to do so), providing general, very light, "touch-up" maintenance for the exteriors of the Buildings.

THE LEGACY WOODS ASSOCIATION, HOWEVER, SHALL NOT BE REQUIRED TO DO ANY OF THE FOLLOWING:

- (a) To provide for any lawn landscaping, irrigation, fertilization or other maintenance, repairs, replacements or servicing of any type on the Legacy Woods Lots other than mowing;
- (b) To provide for any exterior, cosmetic maintenance for any of the Buildings, private porches, patios, porticos, courtyards, or fenced areas and similar privacy areas, including painting, cleaning or tuckpointing, except the clubhouse;
- (c) To provide for any roof repair or replacement, or gutter or down spout repair or replacement for any Buildings, except the clubhouse;
- (d) To provide for the maintenance, repair or replacement of interior surfaces of a Building, except the clubhouse, or the interiors of a Living Unit;
- (e) To provide for the maintenance, repair or replacement of glass surfaces, doors, gates or hardware, windows or window hardware, or private patios and decks of any Living Units;

(f) To provide for the maintenance, repair or replacement of structural elements of a Living Unit or for the structural repair of exterior walls or privacy fences for a Living Unit, or for sewer lines, utility lines or water lines which service only a single Living Unit (all of which shall be maintained, repaired and replaced by the individual Legacy Woods Lot Owner);

(g) To provide any maintenance, repairs, resurfacing or replacement for any driveways, walkways, sidewalks or parking areas, other than the furnishing by the Legacy Woods Association of reasonable snow and ice removal for driveways, walkways, sidewalks and parking areas located within the Legacy Woods Common Areas and Legacy Woods Lots(s); and

(h) To perform any maintenance, repair, replacement, servicing or upkeep, the duty for which is not specifically imposed upon the Legacy Woods Association by this Supplemental Declaration.

Section 2. Privacy Fences, Porches, Other Improvements Common to More Than One Lot. All covenants, conditions, reservations, easements and restrictions in this Supplemental Declaration related to Privacy Fences, Porches, Other Improvements Common to More Than One Lot are subject to the covenants, conditions, reservations, easements and restrictions related to Privacy Fences, Porches, Other Improvements Common to More Than One Lot in the Amended Declarations.

Section 3. Repairs of Utility Lines. All covenants, conditions, reservations, easements and restrictions in this Supplemental Declaration related to Repairs of Utility Lines are subject to the covenants, conditions, reservations, easements and restrictions related to Repairs of Utility Lines in the Amended Declarations.

Section 4. Standards of Maintenance, Repair and Replacement. The Owners of each of the Legacy Woods Lots shall be obligated to each other and to the Legacy Woods Association, and the Legacy Woods Association shall be obligated to each and all of the Legacy Woods Lot Owners and the Legacy Woods Association shall be jointly and severally obligated to each other, to cause the mowing, irrigating, snow removal, painting, cleaning, tuckpointing, maintenance, repair, replacement, servicing and upkeep hereinabove described in this Article VII to be performed, at all times, so as to cause each of the Legacy Woods Lots, all Legacy Woods Common Areas, to be maintained in a clean, safe, neat and attractive condition according to maximum reasonable standards of cleanliness, safety, neatness, attractiveness, aesthetics and beauty, so as to maintain the Development in as clean, safe, neat, attractive and aesthetically pleasing condition as is reasonably practicable. In the event of any dispute over the standards of maintenance, including the standards of cleanliness, safety, neatness, attractiveness, aesthetics and beauty, such dispute shall be resolved either by the Legacy Woods Association's Board of Directors or by a maintenance committee appointed by it, which shall be made up of three (3) persons holding ownership interests in three (3) separate Legacy Woods Lots (who must not be the Developer or its assignees) and one (1) representative of the Legacy Woods Association's Board of Directors. If any such dispute is to be resolved by the Legacy Woods Association's Board of Directors, then such dispute must be resolved by the majority vote of all Directors who are present and voting. If such dispute is to be resolved by the maintenance committee, then a decision of a majority of the members of such committee present and voting shall resolve the dispute. Any decision made by

the majority vote of the Legacy Woods Association's Board of Directors, or by a majority of such committee, shall be binding upon all parties. It is the intention that the Development and all improvements located therein be maintained as a development of the highest order, and that maximum standards of cleanliness, safety, neatness, beauty, attractiveness and aesthetics be maintained, and that the Development be free of any conditions of unsightliness, including (by way of example only but not by way of limitation) the following: chipped, flaking or discolored paint; dead or dying lawns, trees, shrubs, vegetation or the like; discolored roofs or roofs requiring patching or maintenance; loose, rusted or discolored gutters or down spouts; walkways, driveways, sidewalks or parking areas requiring patching or resurfacing; brick surfaces in need of cleaning or tuckpointing; or other conditions of any kind or nature whatsoever, without limitation, which would reasonably be construed as not in keeping the maximum standards of cleanliness, safety, neatness, beauty, attractiveness or aesthetics, and that the standards be very strongly and vigorously enforced and very strongly applied.

Section 5. Mixed Refuse Removal. All covenants, conditions, reservations, easements and restrictions in this Supplemental Declaration related to Mixed Refuse Removal are subject to the covenants, conditions, reservations, easements and restrictions related to Mixed Refuse Removal in the Amended Declarations.

SECTION 6. DRIVEWAYS AND SIDEWALKS. THE SOLE RESPONSIBILITY OF THE LEGACY WOODS ASSOCIATION FOR PROVIDING ANY MAINTENANCE OF DRIVEWAYS, SIDEWALKS, WALKWAYS OR PARKING AREAS OTHER THAN THOSE LOCATED ON LEGACY WOODS COMMON AREAS, INCLUDING, BUT NOT LIMITED TO THE LOT ON WHICH THE CLUBHOUSE IS LOCATED, SHALL BE TO PROVIDE REASONABLE SNOW AND ICE REMOVAL. ALL OTHER MAINTENANCE, REPAIRS, REPLACEMENTS, SERVICING AND UPKEEP OF, AND RESURFACING FOR DRIVEWAYS, SIDEWALKS, WALKWAYS AND PARKING AREAS, SHALL BE VESTED IN THE INDIVIDUAL LOT OWNERS OF THOSE LEGACY WOODS LOTS WITHIN THE BOUNDARIES OF WHICH EACH DRIVEWAY, SIDEWALK, PARKING AREA, WALKWAY OR SIMILAR IMPROVEMENT IS LOCATED, ALL OF WHICH SHALL BE MAINTAINED, REPAIRED, REPLACED AND RESURFACED BY THE INDIVIDUAL LEGACY WOODS LOT OWNERS AND UNIT OWNERS SO AS TO KEEP SAME IN GOOD REPAIR AND CONDITION AND IN A SLIGHTLY CONDITION OF REPAIR, AND SHALL BE RESURFACED AND REPLACED AS AND WHEN REASONABLY NECESSARY TO MAINTAIN A SAFE AND SLIGHTLY CONDITION.

Section 7. Special Assessment. In the event an Owner or Owners of any Legacy Woods Lot(s) fail to perform any repair, replacement or maintenance specifically imposed upon them by this Supplemental Declaration, including this Article VII, and in the further event the Legacy Woods Association's Board of Directors, in its sole, absolute and unmitigated discretion, determines that the conditions require maintenance, repair, replacement or service for the purposes of protecting the interests of any Legacy Woods Lot Owners, or the public safety or the safety of residents in or visitors to the Property, or to prevent or avoid damage to or destruction of any part, portion or aspect of the value of the Property, the Legacy Woods Association shall have the right, but not the obligation, through its directors, agents and employees, and after approval of a majority of the Legacy Woods Association's Board of Directors (no approval by the Members of the Legacy Woods Association shall be required), to enter without permission, upon or within said Legacy

Woods Lot(s) and any portion of the Legacy Woods Lot(s) within which same are located, and into the Building or Buildings thereon, to maintain, repair, replace or service the same. The cost of such maintenance, repair, replacement or service shall constitute a special assessment against each of such Legacy Woods Lots responsible therefor, and shall become a part of the assessment to which each such Legacy Woods Lot(s) are subject, and shall constitute a lien and be collectible and enforceable in that manner hereinabove described in Article V of this Supplemental Declaration.

Section 8. All Repairs to be Collectively Performed are Deemed to be Performed by the Legacy Woods Association. All repairs which are to be performed other than by the Owner of a single Legacy Woods Lot (i.e., by the Legacy Woods Association) shall, for purposes of construing the easements in the Legacy Woods Association hereinafter provided for by Article VIII of this Supplemental Declaration, be deemed to be repairs, maintenance and replacements to be performed by the Legacy Woods Association. If any repairs are to be collectively performed by the Owners of more than one (1) Legacy Woods Lot, then all and each of such Owners, and their designees, shall be deemed to have any easements over (and rights to enter upon) each of such Legacy Woods Lots, which are conferred upon the Legacy Woods Association by Article VIII of this Supplemental Declaration or by any of the provisions of this Supplemental Declaration. If any Owner of any Legacy Woods Lot shall fail or refuse to perform (or to contribute to the performance of, or to permit the performance of) any maintenance, repair, replacement, servicing or upkeep which is to be performed by such Legacy Woods Lot (or to which such Lot Owner is to contribute), then the Owners of all other Legacy Woods Lots (and of each of such Legacy Woods Lots), who are also obligated for the performance of such maintenance, repair, replacement or servicing and their designees and contractors, shall have a right of access, and an easement to, over and through all of the Lot of the Legacy Woods Lot Owner who has failed to perform (or to permit or to cause to be performed) such maintenance, repair, replacement, servicing or upkeep, provided that the exercise of this easement shall be at reasonable times with reasonable notice to the individual Lot Owners, except in any case where an emergency exists which would place any Legacy Woods Lot, or any portion thereof, or any other portion of the Property, or any part or portion of the value of the Property, in immediate peril or danger if repairs, maintenance and/or restoration were not immediately effected.

Section 9. Maintenance, Repairs, Replacement and Servicing to be Provided by Builders and Developer. Any provisions of this Article VII to the contrary notwithstanding, and any of the provisions of this Supplemental Declaration to the contrary notwithstanding, the Legacy Woods Association need not perform, unless the Legacy Woods Association in its discretion elects to do so, any maintenance, repairs, replacements, servicing or upkeep, of any kind or nature whatsoever, for any Legacy Woods Common Area located within a Legacy Woods Lot until such Legacy Woods Common Area has been conveyed to the Legacy Woods Association and has been properly landscaped in accordance with a landscaping plan approved in accordance with the Architectural Control provisions of this Supplemental Declaration. Until such Legacy Woods Common Area has been so conveyed to the Legacy Woods Association and has been so landscaped (unless the Association elects to maintain same, which it may, but shall not be required to do), the Owner(s) of such Legacy Woods Lot(s) shall be required to perform all irrigation, fertilization, cleaning and other maintenance, repairs and replacements provided for by this Supplemental Declaration.

ARTICLE VIII
GRANTS AND RESERVATIONS OF EASEMENTS

Section 1. Easements for Repair, Maintenance and Restoration. The Legacy Woods Association shall have the right of access and an easement to, over and through all of the Legacy Woods Lot(s), and the Buildings and structures located thereon, for ingress and egress and all other purposes, enabling the Legacy Woods Association to perform its obligations, rights and duties with regard to maintenance, repair, restoration and/or service of any items, things or areas, provided that exercise of this easement as it affects the individual Legacy Woods Lots shall be at reasonable times with reasonable notice to the individual Lot Owners, except in any case where emergency conditions exist which would place any Living Unit, or any portion thereof, or any other portion of the Property, or any part or portion of the value of the Property, in immediate peril or danger if repairs, maintenance and/or restoration were not immediately effected.

Section 2. Easements for Road or Driveway or Walkway or Sidewalk Purposes. All covenants, conditions, reservations, easements and restrictions in this Supplemental Declaration related to Easements for Road or Driveway or Walkway or Sidewalk Purposes are subject to the covenants, conditions, reservations, easements and restrictions related to Easements for Road or Driveway or Walkway or Sidewalk Purposes in the Amended Declarations.

Section 3. Easement for Encroachments. All covenants, conditions, reservations, easements and restrictions in this Supplemental Declaration related to Easement for Encroachments are subject to the covenants, conditions, reservations, easements and restrictions related to Easement for Encroachments in the Amended Declarations.

Section 4. Easement for Support. All covenants, conditions, reservations, easements and restrictions in this Supplemental Declaration related to Easement for Support are subject to the covenants, conditions, reservations, easements and restrictions related to Easement for Support in the Amended Declarations.

Section 5. Construction and Development Easement. All covenants, conditions, reservations, easements and restrictions in this Supplemental Declaration related to Construction and Development Easement are subject to the covenants, conditions, reservations, easements and restrictions related to Construction and Development Easement in the Amended Declarations.

Section 6. Access, Ingress and Egress. All covenants, conditions, reservations, easements and restrictions in this Supplemental Declaration related to Access, Ingress and Egress are subject to the covenants, conditions, reservations, easements and restrictions related to Access, Ingress and Egress in the Amended Declarations.

Section 7. Other Easements. All other easements, as shown by the Plats, whether public or private, shall exist as shown by the Plats.

ARTICLE IX
PROPERTY RIGHTS IN COMMON AREAS

All covenants, conditions, reservations, easements and restrictions in this Supplemental Declaration related to Property Rights in Common Areas are subject to the covenants, conditions, reservations, easements and restrictions related to Property Rights in Common Areas in the Amended Declarations.

ARTICLE X
USE RESTRICTIONS

All covenants, conditions, reservations, easements and restrictions in this Supplemental Declaration related to Use Restrictions are subject to the covenants, conditions, reservations, easements and restrictions related to Use Restrictions in the Amended Declarations, provided however that the Legacy Woods Lots and the Building and structures and Living Units located thereon shall be subject to the following additional provisions and restrictions:

Age and Occupancy Restrictions

Section 1. General Age Restriction. Legacy Woods is an age-restricted residential housing community intended and operated for occupancy by one or more "elderly" or "senior" resident at least fifty-five (55) years of age or older in the majority its occupied Living Units, in accordance with the Housing for Older Persons Act of 1995 ("HOPA").

Section 2. Age Verification. To ensure compliance with HOPA, the Board of Directors of the Legacy Woods Association shall periodically and systematically verify the ages of all occupants of the Living Units. This verification may require providing documentation such as a driver's license, birth certificate, or other government-issued identification upon initial occupancy and every two years thereafter.

Section 3. Minimum Occupancy Requirements. For a minimum, at least eighty percent (80%) of the occupied Living Unit at least one resident must be fifty-five (55) years of age or older. In the event a Living Unit falls out of compliance with this section, the Owner will be given a reasonable time to correct the non-compliance.

Section 4. Permitted Younger Occupants. The age restrictions in this Article X shall not apply to the following individuals:

- a. A spouse or domestic partner of a qualifying resident, regardless of the younger spouse's age.
- b. An individual with a physical or mental disability who requires the qualifying resident's care, regardless of the younger individual's age.
- c. Live-in aides, nurses, or other healthcare providers.

Section 5. Transfer of Ownership. Any sale, transfer, or conveyance of a Legacy Woods Lot is subject to the provisions of this Article. All prospective Owners of a Legacy Woods Lots and occupants of a Living Unit must submit to a residency application and approval process by the Board of Directors of the Legacy Woods Association to ensure compliance with the age restrictions before the transfer can be finalized.

ARTICLE XI **INSURANCE**

The Legacy Woods Association, by and through its Board of Directors, shall obtain and maintain general liability insurance on all Legacy Woods Common Areas and all facilities located thereon and against loss or damages by fire, lightning, windstorm, hail, explosion and other casualties which may reasonably be insured against, to the extent such insurance can reasonably be obtained.

ARTICLE XII **SALE OF COMMON AREA**

A sale, mortgage or other disposition of all or any part of the Legacy Woods Common Area titled in the name of the Legacy Woods Association shall not be valid unless prior approval is given by the titled owner of same, and by a three-fourths (3/4) majority vote of each class of Legacy Woods Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Legacy Woods Members not less than ten (10) days nor more than forty (40) days in advance of the meeting setting forth the purpose of the meeting. A disposition, so approved, shall be binding upon all Legacy Woods Lot Owners and Unit Owners. The provisions of this Article XII notwithstanding, the Legacy Woods Association's Board of Directors, in the exercise of its discretion, may grant to any public agency, public utility or utility provider, reasonable utility easements, over the various portions of the Legacy Woods Common Areas (including those portions of Legacy Woods Lot or Unit designated as Common Area), as reasonably required to provide appropriate utility services to all Legacy Woods Lots and Units, or to certain Legacy Woods Lots or Units.

ARTICLE XIII **RIGHTS OF FIRST MORTGAGEES**

Notwithstanding anything to the contrary hereinabove set forth in this Supplemental Declaration, the following terms and conditions shall prevail when the rights of holders of first mortgages or first mortgage deeds of trust are considered or involved, to-wit:

Section 1. Notice. The beneficial holder of a first mortgage or first mortgage deed of trust shall, if it files a written request with the Legacy Woods Association's Board of Directors to such effect, be given written notice by the Legacy Woods Association when the Owner of any Legacy Woods Lot upon which such first mortgage holder or the holder of such first mortgage deed of trust holds a mortgage or deed of trust is in default and such default has not been remedied within

sixty (60) days. As indicated, before being entitled to such notice, the first mortgage holder or the holder of such first mortgage deed of trust must have filed with the Legacy Woods Association's Board of Directors a written request to be so notified.

Section 2. Examination of Books and Records. The holder of a first mortgage deed of trust, or a first mortgage, shall be entitled to examine the books and records of the manager, management firm or managing agent and Legacy Woods Association's Board of Directors upon reasonable notice to the manager, management firm or managing agent and Legacy Woods Association's Board of Directors of its intent to exercise its rights under this Section 2; provided, however, that such examination shall be made only at reasonable times and at reasonable intervals.

Section 3. Taxes in Default. The holder of any first mortgage deed of trust, or first mortgage, upon any Building or Legacy Woods Lot shall have the right to pay taxes or other charges which are in default and which may become a lien against the Legacy Woods Common Area, and may pay overdue premiums on hazard insurance for the Legacy Woods Common Area, and any Legacy Woods Lot upon which such first mortgage holder or first mortgage deed of trust holder holds a first mortgage, and any mortgagee or first mortgage deed of trust holder making such payment shall be owed immediate reimbursement and restitution for the sum of such premiums or taxes from the Legacy Woods Association.

Section 4. Right of First Refusal. Any holder of a first mortgage deed of trust, or first mortgage, which comes into possession of a Legacy Woods Lot pursuant to the remedies provided in the mortgage or deed of trust, by foreclosure, or by deed in lieu of foreclosure, shall be exempt from any "right of first refusal."

Section 5. Claims for Unpaid Assessments. Any first mortgagee or holder of a first mortgage deed of trust, which comes into possession of a Building or Legacy Woods Lot pursuant to the remedies provided in the mortgage or deed of trust, or by foreclosure of such mortgage or deed of trust, or by deed in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the Building or Legacy Woods Lot that accrued prior to the time such mortgagee or deed of trust holder came into possession of such Building or Legacy Woods Lot.

Section 6. Adequate Reserve. The Legacy Woods Association shall establish an adequate reserve funded by regular monthly assessments, rather than by special assessments or charges, for the replacement of any permanent improvement or structure which the Legacy Woods Association is required to replace under the terms of this Supplemental Declaration. The amount of the contributions to the reserve fund shall be determined by the Legacy Woods Association's Board of Directors, based upon the projected useful life of such improvements requiring replacement, and the estimated replacement costs. However, the Legacy Woods Association shall be required to establish such reserve only to fund the replacement of items which the Association is required to replace by the terms and conditions of this Supplemental Declaration.

ARTICLE XIV
GENERAL PROVISIONS

BOONE COUNTY MO OCT 08 2025

Section 1. Enforcement. Each Developer, the Legacy Woods Association, or any Legacy Woods Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, any covenants, restrictions or charges now or hereafter imposed by the provisions of this Supplemental Declaration. Failure by the Developer, the Legacy Woods Association or by any Legacy Woods Lot Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants, conditions, restrictions, easements, charges and liens of this Supplemental Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Legacy Woods Association, the Owner of any Legacy Woods Lots subject to this Supplemental Declaration, or the Developer, its legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Supplemental Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by not less than sixty percent (60%) of the Class A Members has been recorded, which instrument provides for amending or terminating this Supplemental Declaration, in whole or in part. During the first twenty (20) year period of this Supplemental Declaration, it may be amended in whole or in part only by an instrument signed by not less than sixty percent (60%) of the Legacy Woods Class A Members and one hundred percent (100%) of the Legacy Woods Class B Members, if any, and thereafter it may be amended in whole or in part only by an instrument signed by not less than sixty percent (60%) of the Members of the Legacy Woods Association. All amendments to this Supplemental Declaration shall be recorded in Boone County, Missouri.

Section 4. Notices. Any notice required to be sent to any Legacy Woods Member or Legacy Woods Owner under the provisions of this Supplemental Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Legacy Woods Member or Legacy Woods Owner on the records of the Legacy Woods Association at the time of such mailing.

Section 5. Language Variation. The use of pronouns or of singular or plural as used herein shall be deemed to be changed as necessary to conform to actual facts.

Section 6. Titles and Captions. The titles or captions of the various provisions of this Supplemental Declaration are not part of the covenants hereof, but are merely labels to assist in locating paragraphs and provisions herein.

Section 7. Approval of Plats. Any plats of Legacy Woods Lots which divide same into Lots and Common Area must, prior to recording, be approved by the Developer so long as Class B voting rights exist, and thereafter by the Architectural Control Committee.

Section 8. Attorney's Fees. If any party shall seek to enforce against any other party any of the provisions of this Supplemental Declaration, by legal or equitable proceedings, then the prevailing party in such proceedings shall receive from the other party to such proceedings, in addition to such other rights and remedies to which such prevailing party shall otherwise be entitled, such prevailing party's reasonable costs, expenses and attorney's fees incurred in connection with such proceedings and in the preparation for such proceedings, and shall be entitled to judgment for such attorney's fees, costs and expenses, in addition to judgment for such other rights and remedies to which such prevailing party would otherwise be entitled.

ARTICLE XV MEDIATION

If there is at any time a dispute between and among any Legacy Woods Lot Owner(s), and/or any Builder(s), and/or the Developer, and/or the Legacy Woods Association, its Board of Directors, or any member of such Board of Directors or any officer of the Association, and/or any manager, management firm or managing agent employed by the Legacy Woods Association or its Board of Directors, and/or any tenant or occupant of any Living Unit(s), or the insurers of any Living Units, or between or among any of such persons or parties, or between or among any parties or persons bound by this Supplemental Declaration, which such disputes concern the application of this Supplemental Declaration, any of the provisions of this Supplemental Declaration or performance in accordance with any of the provisions of this Supplemental Declaration, or any of the terms, covenants, conditions, provisions or restrictions of this Supplemental Declaration, or any duties provided by this Supplemental Declaration, or the enforcement of any of same or the application of any of same, or the management of running by the Legacy Woods Association or its Board of Directors, or the fairness or propriety thereof [but excluding actions for the enforcement of Assessments or for the enforcement of liens, or charges or Assessments levied in accordance with the provisions of Article V of this Supplemental Declaration, which shall not be subject to arbitration], then all such disputes shall be resolved solely in accordance with the provisions of this Article XV.

If the Legacy Woods Association's Board of Directors seeks to invoke any of the remedies conferred upon the Legacy Woods Association's Board of Directors by Section 20 of Article X of the First Amended Declaration, and there is a dispute over any of the remedies sought to be imposed by the Legacy Woods Association's Board of Directors pursuant to such Section 20, then such dispute shall be resolved in the manner provided for by such Section 20 of Article X of the First Amended Declaration, and the provisions of this Article shall have no application to such dispute, unless the disputing parties agree to submit the dispute to resolution by mediation and arbitration as provided for by this Article, in lieu of having such dispute be resolved in the manner provided for by such Section 20, meaning pursuant to the provisions of the Administrative Procedure Act as it is in effect in the State of Missouri, and the judicial proceedings provided for by such Act and by such Section 20.

The Developer, on behalf of the Developer and all present and future Legacy Woods Lot Owners, and the Legacy Woods Association hereby agree that if any disputes shall arise [excluding, however, actions for the enforcement of Assessments or for payment of Assessments,

or enforcement of the liens for such Assessments], and the parties to such dispute are unable to reach a resolution through negotiation, prior to filing of a lawsuit, the disputing parties shall mutually agree upon a mediator who shall be disinterested, but who shall have reasonable competence and experience in the area of the issues involved in such dispute. If the parties are unable to agree upon such a mediator, then such mediator shall be selected as hereinafter described in this Section 1. The mediator shall not have the right to enforce a settlement upon the parties, but instead the parties shall use the mediator to try to crystallize and clarify their respective positions and to participate in mediation discussions which, hopefully, will lead to a resolution of the dispute. In order to invoke this portion of this Supplemental Declaration and to obtain the mediation of the dispute [and submitting the dispute to mediation shall be mandatory and not discretionary], the disputing parties shall:

a. Send written notice to the other parties, demanding mediation of the particular dispute. Said notice shall be dated and shall be given in the manner provided for by this Supplemental Declaration (and if such party is known to be represented by an attorney, such notice shall also be given to such attorney). Such notice shall specify the issue or issues to be made the subject of the mediation proceeding.

c. Upon receipt of the notice, the parties shall seek to mutually agree upon a mediator who is acceptable to both parties and who has no financial or personal interest in the issues in dispute or in any of the parties and who is not related to any of the parties and who has no financial or personal interest in the outcome of the mediation proceedings. If the parties cannot agree upon such a mediator, then such mediator shall be selected by that person who then directs, heads or supervises the Dispute Resolution Service or Alternative Dispute Resolution Service, or any similar service or department of the University of Missouri - Columbia School of Law (by whatever name that service is then known), or of any dispute resolution service then offered by the University of Missouri - Columbia School of Law (hereafter referred to as the "Law School Dispute Resolution Service"), but if such mediator cannot be so selected, then such mediator shall be selected by the office of the American Arbitration Association having jurisdiction over Boone County, Missouri ("the AAA"), in accordance with the rules of the AAA then applicable to mediation and arbitration of commercial disputes. All costs and expenses incurred in obtaining the mediator, and all fees to be paid to the mediator, and all reasonable expenses incurred in connection with the mediation (excluding the attorneys' fees and individual expenses of the disputing parties) shall be equally shared by the disputing parties. However, each party shall pay such party's own lawyer or attorney and all expenses personally incurred by such party.

d. As soon after the selection of the mediator as is reasonably possible, the parties (and their attorneys, if any), and any other persons whom they request to be present, shall meet with the mediator and shall fully and frankly discuss with the mediator the nature and extent of the controversy or controversies between the parties. Thereafter the parties and the mediator shall negotiate in good faith to seek to resolve said disputes in a manner acceptable to all parties and reasonable under the circumstances.

e. The mediation shall occur in Boone County, Missouri, unless the disputing parties agree to mediation elsewhere.

ARTICLE XVI
ANNEXATION

All covenants, conditions, reservations, easements and restrictions in this Supplemental Declaration related to Annexation are subject to the covenants, conditions, reservations, easements and restrictions related to Annexation in the Amended Declarations.

ARTICLE XVII
DEVELOPER'S UNILATERAL RIGHT, WITHOUT THE CONSENT OF ANY PERSON OR PARTY, TO AMEND THIS SUPPLEMENTAL DECLARATION

Any of the provisions of this Supplemental Declaration to the contrary notwithstanding and any provisions of law to the contrary notwithstanding (whether statutory, common law or other provisions of law), the Developer hereby reserves the right, and shall have, so long as the Developer holds any Class B memberships and Class B voting rights in the Legacy Woods Association, and for so long thereafter as the Developer owns any Legacy Woods Lot, the right, exercised by the mutual agreement and consent of the Developer, but without the consent of any Legacy Woods Lot Owner, or holder of any mortgage or deed of trust on any Lot, or any other persons or parties whomsoever, to amend or modify this Supplemental Declaration, as the Developer, in the exercise of good faith, reasonable judgment and the Developer's best judgment, deem necessary in order to:

- a. Correct any error in this Supplemental Declaration;
- b. Correct any typographical error in this Supplemental Declaration;
- c. Correct any obvious error in this Supplemental Declaration;
- d. Amend this Supplemental Declaration in order to reflect the Developer's intentions as such intentions exist on the date of the recording of this Supplemental Declaration;
- e. Correct this Supplemental Declaration or amend this Supplemental Declaration or modify this Supplemental Declaration in order to deal with, or appropriately reflect, or as required by any change in federal law, state law, city ordinance, or other applicable governmental regulation;
- f. Fairly and equitably apportion among the Lot Owners of the respective Legacy Woods Lots any costs or expenses incurred by the Legacy Woods Association or its Board of Directors;
- g. Eliminate undue hardship upon or burden upon any Legacy Woods Lot Owners, the Legacy Woods Association, its Board of Directors, or its officers;
- h. Cause the Living Units to be appropriately insured;

- i. Correct obvious errors or mistakes, or latent or patent mistakes;
- j. Eliminate confusion;
- k. Clarify any confusing or conflicting provisions of this Supplemental Declaration;
- l. Modify this Supplemental Declaration so as to include any omitted provisions;
- m. Modify this Supplemental Declaration so as to correct any situations of obvious inequity, obvious injustice or obvious unfairness;
- n. Impose reasonable additional use restrictions upon the Legacy Woods Lots or Living Units, as provided for by Article VII or Article X of this Supplemental Declaration, or modify any of the restrictions of such Articles, as reasonably required to assure all Legacy Woods Lot Owners of the reasonable, peaceable and safe use of their Lots and Living Units, and the preservation of the value of their Lots and Living Units, and the protection of the peace, tranquility and safety of the Development.

Any amendments in or modifications in this Supplemental Declaration which are made by the Developer must be made in good faith, and must be made reasonably and through the use of the Developer's best judgment, and shall not be made arbitrarily, unreasonably or capriciously and may not be such as imposes on any Legacy Woods Lot Owner an unfair burden or expense which could not reasonably be anticipated by the Legacy Woods Lot Owner in view of the provisions of this Supplemental Declaration. Each Legacy Woods Lot Owner, by accepting a deed for the Lot Owner's Legacy Woods Lot, hereby consents and agrees to the provisions of this Article, and confers upon the Developer the power and authority conferred by this Article.

IN WITNESS WHEREOF, Legacy Land Development, LLC, the Developer, has caused this Supplemental Declaration to be executed in its name and on its behalf by their duly authorized members, managing member or officers, all done on the day and year first above written.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH
MAY BE ENFORCED BY THE PARTIES.**

BOONE COUNTY MO OCT 08 2025

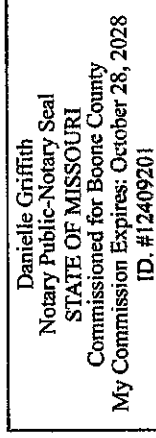
Legacy Land Development, LLC:

By: Robert Hill
Robert Hill, Manager

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 3 day of October, 2025, before me, appeared Robert Hill, to me personally known, who being by me first duly sworn, did say that he is a Member of Legacy Land Development LLC, a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company by authority lawfully conferred upon him by such limited liability company, and said Member acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in Columbia, Missouri, on the day and year hereinabove first written.

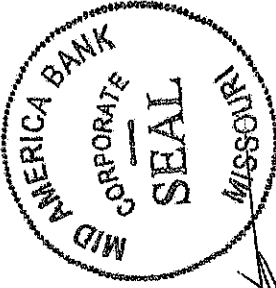


Danielle Griffith
Danielle Griffith, Notary Public
Boone County, State of Missouri
My commission expires: 10/28/2028

Exhibit C - Subordination Agreement

SUBORDINATION AGREEMENT

Mid America Bank, a Missouri Banking Association, hereby subordinates the lien of the deed of trust recorded in Book 5158 at page 21, in the Records of Boone County, Missouri, to the foregoing Declaration.



Mid America Bank, a Missouri Banking Association

ATTEST:

[Signature] by

Bradley R. Toling

Market
(Vice) President
(print name)

[Signature]

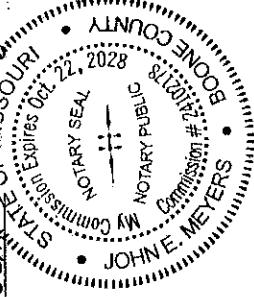
Bradley K. Toling Secretary
(print name) AVP, Loan Officer

STATE OF MISSOURI)

COUNTY OF BOONE)

) ss.

On this 7th day of October, 2025, before me appeared Bradley R. Toling to me personally known, who, being by me duly sworn did say that he is the (Vice) President of Mid America Bank, a Missouri Banking Association, and that the seal affixed to the foregoing instrument is the corporate seal of said association (or if none, so state), and that said instrument was signed and sealed in behalf of said association by authority of its board of directors, and said Market President acknowledged said instrument to be the free act and deed of said association.



In witness whereof, I have hereunto set my hand and official seal.

[Signature]
Notary Public
Print Name John E. Meyers

My term expires: 10-7-25 JEM
10-22-28

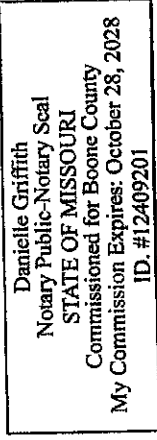
JM Realty, LLC

By: Morgan Lehmen
Morgan Lehmen, Manager

STATE OF MISSOURI)
COUNTY OF Boone) ss.

On this 3 day of October, 2025, before me, appeared Morgan Lehmen, to me personally known, who being by me first duly sworn, did say that she is a Manager of JM Realty LLC, a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company by authority lawfully conferred upon her by such limited liability company, and said Manager acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in Columbia, Missouri, on the day and year hereinabove first written.



Danielle Griffith
Boone County, State of Missouri
My commission expires: 10/28/2028

SUBORDINATION AGREEMENT

First State Community Bank, a Missouri Banking Association, hereby subordinates the lien of the deed of trust recorded in Book 5958 at page 31, in the Records of Boone County, Missouri, to the foregoing Declaration.

ATTEST:

[Signature]
Tristan Sohn, Secretary
(print name)

First State Community Bank, a
Missouri Banking Association
by [Signature] TYLER PEASEL (Vice) President
(print name)

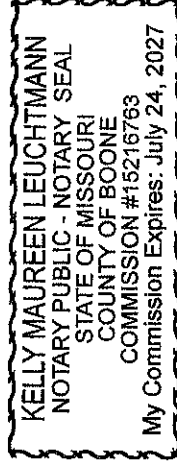
STATE OF MISSOURI)

COUNTY OF BOONE)

) ss.

On this 7th day of October, 2025, before me appeared Tyler Peasel, to me personally known, who, being by me duly sworn did say that he is the (Vice) President of First State Community Bank, a Missouri Banking Association, and that the seal affixed to the foregoing instrument is the corporate seal of said association (or if none, so state), and that said instrument was signed and sealed in behalf of said association by authority of its board of directors, and said Vice President acknowledged said instrument to be the free act and deed of said association.

In witness whereof, I have hereunto set my hand and official seal.



[Signature]
Notary Public
Print Name Kelly Maureen Leuchtman

My term expires: