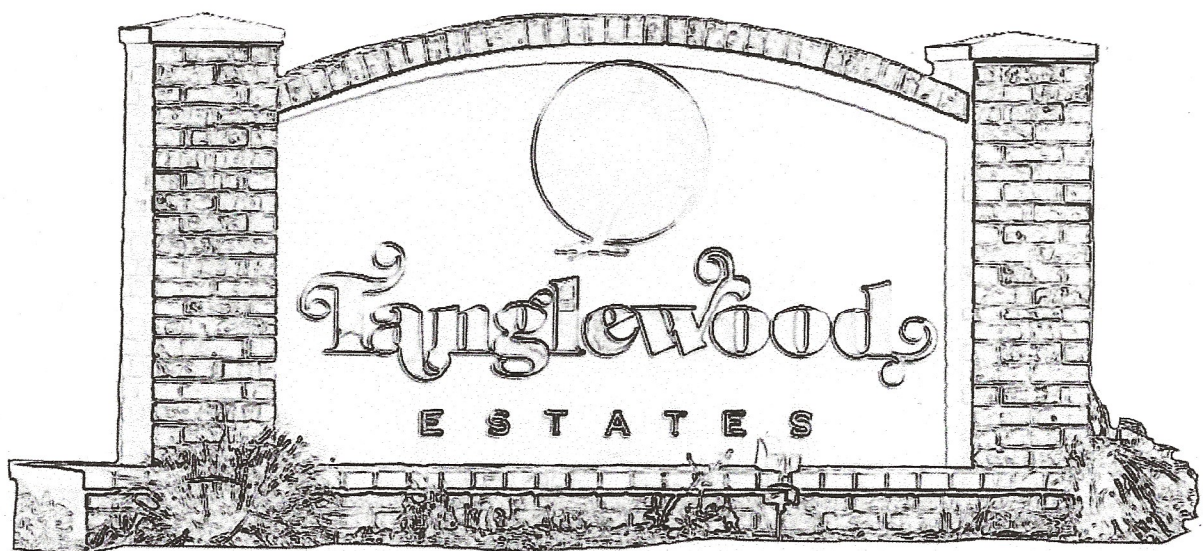


Tanglewood Estates *Covenants & Restrictions*



Established August 21, 1996
Amended September 2, 2005

AMENDMENT TO DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS OF TANGLEWOOD ESTATES SUBDIVISION

This Amendment to Declaration of Restrictions and Protective Covenants of Tanglewood Estates Subdivision, a subdivision within the City of Fulton, Callaway County, Missouri, is made and entered into this 2 day of Sept, 2005, by the individuals whose names are set forth below, being the owners of more than sixty percent (60%) of the lots of the said subdivision, including the Developer of the said subdivision.

WHEREAS, Declaration of Restrictions and Protective Covenants of Tanglewood Estates Subdivision were executed on August 21, 1996, by Tanglewood Estates Corp., and were recorded in the Recorder's Office of Callaway County, Missouri in Book 331 at Page 376, which Restrictions and Covenants related to the land described in said document, and the Addendum No. 1 to Declaration of Covenants and Restrictions of Tanglewood Estates Subdivision, which was executed on October 29, 1996, and was recorded in the Recorder's Office of Callaway County, Missouri in Book 332 at Page 514, and

WHEREAS, the undersigned are the owners of more than sixty percent (60%) of the lots encompassed in the said Declaration of Restrictions and Protective Covenants, and,

WHEREAS, under the provisions of Paragraph 6, sub-paragraph B, of the said Declaration of Restrictions and Protective Covenants sixty percent (60%) of the owners of the lots in the development may amend these Declarations by recording an amendment duly executed by the requisite number of such owners, and including the Developer, after having received written notice in accordance with such paragraph, and

WHEREAS, it is the desire of the said owners of the land encompassed in the development, to amend the said covenants and restrictions contained in said Declaration, to provide for the establishment of a Homeowners' Association, to amend the provisions in the Covenants and Restrictions regarding Roomers and Boarders to include Renters or Lessees, and to amend the provisions regarding the Architectural Control Committee,

NOW, THEREFORE, the undersigned hereby amend said Declaration of Restrictions and Protective Covenants by adding to such Declaration, and the Addendum No. 1 thereof, the following:

1. The second paragraph of Paragraph 1F is amended to read as follows:

A group of not more than two (2) persons not related by blood or marriage, living together by joint agreement and

occupying a single housekeeping unit with single kitchen facilities on a non-profit cost-sharing basis shall also constitute a "family" for the purposes of this document.

2. Paragraph 4D is deleted in its entirety, and the following is substituted therefor:

D. No Roomers, Boarders, Renters, or Lessees. In accordance with the frequent approach in zoning codes of protecting values in residential districts by prohibiting the use of single family residences for roomers or boarders, and in order to provide similar protection for the owners of the lots, it is hereby provided that no boarders or roomers shall be permitted in addition to the family occupying the single family residence. Further, it is hereby provided that no owner of any lot shall rent or lease any residence or other structure located on any lot in the subdivision for a shorter period than a lease term of one year..

3. Paragraph 5 F (i) is amended to add the following sentence at the end of such paragraph:

The plans and specifications shall first be submitted to the individual appointed by the Board of Directors of the Homeowners' Association, as the liaison with the Architectural Control Committee, who shall make his/her comments on such plans and specifications, and shall forward the same to the Architectural Control Committee the decision of which shall be final as to the approval or disapproval of such plans and specifications.

4. Paragraph J is amended to add the following sentence at the end of such paragraph:

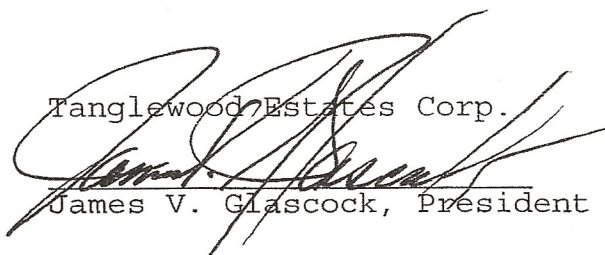
Further, during construction of any structure on any lot, not only shall the lot be maintained in as neat a condition as possible, but also the street adjoining the lot shall be kept neat and free of debris.


4. Paragraph 7 shall be added to the said Declaration, which will read as follows:

7. The Owner of each lot shall be a member of a Homeowner's Association, which shall be established by the owners of the lots in the Subdivision. The Homeowner's Association, as well as the Developer, if it so desires, shall be responsible for the enforcement of the Covenants and Restrictions as set forth in the Declaration, and the Addendum No. 1 thereof, and any subsequent Addenda or Amendments, thereto and shall establish documentary provisions regarding thereto, which

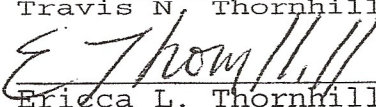
documentary provisions are incorporated herein by reference. Further, the said Association shall be responsible for the maintenance and upkeep of the entrance to the subdivision (on the easement area located on Lot 12, Tanglewood Estate Subdivision, Plat No. 1) including the sign and landscaping, and paying the utilities used thereon. The association shall have the power, acting by and through its Board of Directors to assess dues and assessments, to accomplish the purposes of the Association, with the understanding, however, that any unimproved lots owned by Tanglewood Estates Corp. shall not be charged with any dues or assessments while such lots are owned by the said corporation.

In Witness Whereof, the undersigned have executed this Amendment (indicating the lot(s) which they own) the day and year set forth above.

<u>Tanglewood Estates Corp.</u>	Lots 9, 12, 51, 57, of Plat #1
 James V. Glascock, President	Lots 68, 69, 121 of Plat #2
	Lots 34, 36, 38, 39, 41, 42, 43, 44, 45, 46, 47, of Plat #3, 81, 82, 83, 84, 85, 87, 89, 90, 91, 92, 93, 94, 101, 102, 103, 105, 113, 114, 115, 116, 117, 118, 119 of Plat #4

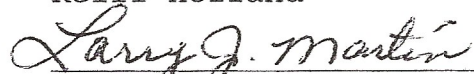

John Peters, Secretary

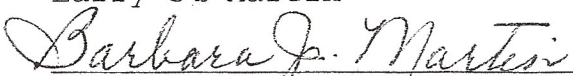
Travis N. Thornhill Lot 1 Plat #1

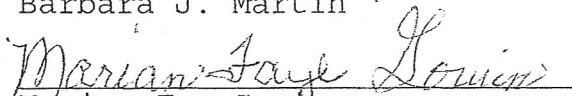

Erica L. Thornhill Lot 1 Plat #1

Kenneth Holland, III Lot 2 Plat #1

Kelli Holland Lot 2 Plat #1


Larry J. Martin Lot 3 Plat #1


Barbara J. Martin Lot 3 Plat #1


Marian Fay Gowin Lot 4 Plat #1

Cynthia F Crabtree

Cynthia F. Crabtree

Lot 4 Plat #1

Edith M English

Edith M. English

Lot 5 Plat #1

Matthew S. Gowin

Lot 6 Plat #1

Ginia M. Gowin

Lot 6 Plat #1

William C. Niemet

Lot 7 Plat #1

James Karnes

Lot 8 Plat #1

Rou Mae Lin

Rou Mae Lin

Lot 10 Plat #1

Wey L. Chuang

Lot 10 Plat #1

Brian L Richey

Brian L. Richey

Lot 11 Plat #1

Frances Richey

Frances Richey

Lot 11 Plat #1

David O'Donley

Lot 30 Plat #1

Robert J. Bristow

Robert J. Bristow

Lot 31 Plat #1

Aimee S. Bristow

Aimee S. Bristow

Lot 31 Plat #1

Wallace M Peck Sr Trust

Wallace M. Peck, Sr., Trust

Lot 49 Plat #1

Dorothy F. Peck trustee.

Dorothy F. Peck, Trust

Lot 49 Plat #1

Bradley J. Gilmore

Bradley J. Gilmore

Lot 50 Plat #1

Xiao-Shu Yang

Lot 52 Plat #1

Charles D. Strong

Lot 52 Plat #1

<u>Bruce Allen Ragan</u> Bruce Allan Ragan	Lot 53 Plat #1
<u>Brenda Sue Ragan</u> Brenda Sue Ragan	Lot 53 Plat #1
<u>Rick A. Tiefenauer</u> Rick A. Tiefenauer	Lot 54 Plat #1
<u>Elaine K. Tiefenauer</u> Elaine K. Tiefenauer	Lot 54 Plat #1
<u>Charles W. Riley</u> Charles W. Riley	Lot 55 Plat #1
<u>Nancy S. Riley</u> Nancy S. Riley	Lot 55 Plat #1
<u>John D. Burk</u> John D. Burk	Lot 56 Plat #1
<u>Kari Burk</u> Kari Burk	Lot 56 Plat #1
<u>Terry Fletcher</u> Terry Fletcher	Lot 58 Plat #1
<u>Colleen Fletcher</u> Colleen Fletcher	Lot 58 Plat #1
<u>Mark Stowe</u> Mark Stowe	Lot 59 Plat #1
<u>Shelia Stowe</u> Shelia Stowe	Lot 59 Plat #1
<u>L. Suzanne Hull</u> L. Suzanne Hull	Lot 60 Plat #1
<u>Shawn T. Hull</u> Shawn T. Hull	Lot 60 Plat #1
<u>Joyce Wickell</u> Joyce Wickell	Lot 61 Plat #1
<u>Thomas A. Virden</u> Thomas A. Virden	Lot 62 Plat #1
<u>Donna L. Virden</u> Donna L. Virden	Lot 62 Plat #1
<u>Linda K. Schoening Crema</u> Linda K. Schoening	Lot 63 Plat #1

Thomas M. Cremer
Thomas M. Cremer Lot 63 Plat #1

William E. Crabtree
William E. Crabtree Lot 64 Plat #1

Cindy Crabtree
Cindy Crabtree Lot 64 Plat #1

Richard W. Gohring Trust
Richard W. Gohring Trust Lot 65 Plat #1

Rebecca K. Gohring Trust
Rebecca K. Gohring Trust Lot 65 Plat #1

Robert L. Cruce
Robert L. Cruce Lot 66 Plat #1

Carol Cruce
Carol Cruce Lot 66 Plat #1

Deceased
Raymond McCallister, Jr. Lot 67 Plat #1

Marilee McCallister
Marilee McCallister Lot 67 Plat #1

Joseph W. McCroskie
Joseph W. McCroskie Lot 70 Plat #1

Virginia M. McCroskie
Virginia M. McCroskie Lot 70 Plat #1

Salvatore Enrico Indiochine Lot 71 Plat #2

Jerrold S. Taylor Lot 72 Plat #2

Ann T. Taylor Lot 72 Plat #2

George Ousley Lots 73 and 74 Plat #2

Gayleen Ousley Lots 73 and 74 Plat #2

William R. Pickerell
William R. Pickerell Lots 75 and 76 Plat #2

Penelope S. Pickerell
Penelope S. Pickerell Lots 75 and 76 Plat #2

Andy Fleetwood

Lot 77 Plat #2

Amy F. Fleetwood

Lot 77 Plat #2

Paul Borghardt

Lots 126, 127 Plat #2

Dorothy Borghardt

Lots 126, 127 Plat #2

Hosseim Jourak

Lot 120 Plat #2

Zahra Dashtaki

Lot 120 Plat #2

Charles E. March

Lot 122 Plat #2

Deborah S. March

Lot 122 Plat #2

Jeneda H. Phillips

Lot 123 Plat #2

Frederick T. Walsh

Lot 124 Plat #2

Judith Walsh

Lot 124 Plat #2

Brice P. Windsor

Lot 125 Plat #2

Cindy A. Windsor

Lot 125 Plat #2

Dennis M. Depping

Lot 35 Plat #3

Charla G. Depping

Lot 35 Plat #3

William D. Niemet

Lot 32, 33 Plat #3

Michael R. Warmbrodt

Lot 37 Plat #3

Darla Warmbrodt

Lot 37 Plat #3

Robert K. Newsom
Robert K. Newsom Lot 40 Plat #3

Martha E. Newsom
Martha E. Newsom Lot 40 Plat #3

Charles C. Ehase
Charles C. Ehase Lot 48 Plat #3

Deborah K. Ehase
Deborah K. Ehase Lot 48 Plat #3

Christy M. Thompson
Christy M. Thompson Lot 78 Plat #4

Josephine D. James Trust
Josephine D. James Trust Lots 79 and 80 Plat #4

Woodland Place, L.L.C.
Woodland Place, L.L.C. Lot 86 Plat #4

A & W Construction Corp.
A & W Construction Corp. Lot 88 Plat #4
FRANKLIN P. ARMISTEAD, PRES.

Philip J. Christopher Trust
Philip J. Christopher Trust Lots 95, 96, 97A and 97B Plat #4

Linda Christopher Trust
Linda Christopher Trust Lots 95, 96, 97A and 97B Plat #4

Steven M. Gohring
Steven M. Gohring Lot 98 Plat #4

Rickie L. Gohring
Rickie L. Gohring Lot 98 Plat #4

Chad E. Uhls
Chad E. Uhls Lot 99 Plat #4

Julia Uhls
Julia Uhls Lot 99 Plat #4

Boyd

Charles Mark Palmer

Charles Mark Palmer

Lot 100 Plat #4

Debra F. Palmer

Debra F. Palmer

Lot 100 Plat #4

Bruce A. Woodall

Bruce A. Woodall

Lot 104 Plat #4

Melissa A. Hampton Woodall

Melissa A. Hampton

Lot 104 Plat #4

John R. Flow

John R. Flow

Lot 106 Plat #4

Penny Flow

Penny Flow

Lot 106 Plat #4

Christos Iordanidis

Christos Iordanidis

Lot 107 Plat #4

Anna Iordanidis

Anna Iordanidis

Lot 107 Plat #4

Robert E. Fisher, Jr. Trust

Robert E. Fisher, Jr. Trust

Lot 108 Plat #4

Carolyn B. Fisher Trust

Carolyn B. Fisher Trust

Lot 108 Plat #4

Jeffrey B. Wright

Jeffrey B. Wright

Lot 110 Plat #4

Virginia K. Wright

Virginia K. Wright

Lot 110 Plat #4

Gary J. Czeschin Trust

Gary J. Czeschin Trust

Lot 111 Plat #4

Deborah S. Czeschin Trust

Deborah S. Czeschin Trust

Lot 111 Plat #4

Mark D. Enderle

Mark D. Enderle

Lot 112A Plat #4

Theresa M. Enderle

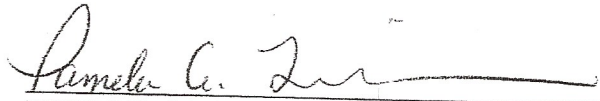
Theresa M. Enderle

Lot 112A Plat #4

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 2nd day of September, 2005, before me personally appeared James V. Glascock, President of Tanglewood Estates Corp., and John Peters, Secretary of Tanglewood Estates Corp., known to me to be the persons who executed the foregoing instrument in behalf of Tanglewood Estates Corp. and acknowledged to me that they executed the same for the purposes therein stated.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, the day and year first above written.


NOTARY PUBLIC

(SEAL)

My commission expires _____

PAMELA A. TIMMERMANN
Notary Public - Notary Seal
STATE OF MISSOURI
Boone County
My Commission Expires Oct 11, 2008
04499999

STATE OF MISSOURI)
) SS.
COUNTY OF CALLAWAY)

On this _____ day of _____, 2005, before me personally appeared _____, President of HLW Builders, Inc., known to me to be the person who executed the foregoing instrument in behalf of HLW Builders, Inc. and acknowledged to me that he executed the same for the purposes therein stated.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Fulton, Missouri, the day and year first above written.

NOTARY PUBLIC

(SEAL)

My commission expires _____

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 2nd day of September, 2005, before me personally appeared FRANKLIN P. ARMISTEAD, President of A&W Construction Corporation, known to me to be the person who executed the foregoing instrument in behalf of A&W Construction Corporation, and acknowledged to me that he executed the same for the purposes therein stated.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, the day and year first above written.

Pamela A. Timmermann
NOTARY PUBLIC

(SEAL)

My commission expires _____

PAMELA A. TIMMERMANN
Notary Public - Notary Seal
STATE OF MISSOURI
Boone County
My Commission Expires Oct 11, 2008
04499999

STATE OF MISSOURI)
) SS.
COUNTY OF CALLAWAY)

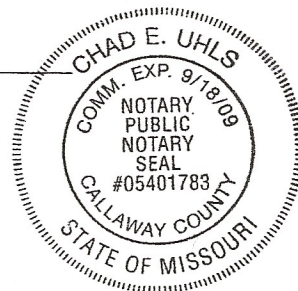
On this 2 day of September, 2005, before me personally appeared David McDaniel, Member of Woodland Place, L.L.C., known to me to be the person who executed the foregoing instrument on behalf of Woodland Place L.L.C., and acknowledged to me that he executed the same for the purposes therein stated.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Fulton, Missouri, the day and year first above written.

Chad E. Uhls
NOTARY PUBLIC

(SEAL)

My commission expires 9/18/09



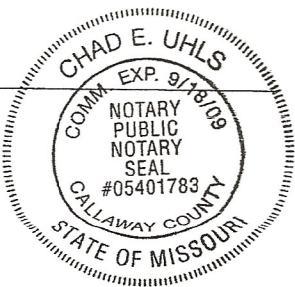
STATE OF MISSOURI)
) SS.
COUNTY OF CALLAWAY)

On this 2 day of September, 2005, before me personally appeared Ericca L. Thornhill; Terry J. Martin; Barbara J. Martin; Merian Fox Gowin; Cynthia F. Crabtree; Edith M. English; Fou Mae Lin; Brian L. Richey; Frances Richey; Robert J. Bristow; Aimer S. Bristow; Bradley J. Gilmore; Bruce Allan Ragan; Brenda Sue Ragan; Rick A. Tiefenauer; Elaine K. Tiefenauer; Charles W. Riley; Nancy S. Riley; John D. Burk; Keri Burk; Terry Fletcher; Coleen Fletcher; Mark Stowe; Shelra Stowe; L. Suzanne Hull; Shawn T. Hull; Joyce Wickell; Thomas A. Virden; Donna L. Virden; Linda K. Schoening; Thomas M. Ciemer; William E. Crabtree; Cindy Crabtree; Robert L. Cruce; Carol Cruce; Marilee McCallister; Joseph W. McCoskre; Virginia M. McCoskre; William R. Pickercell; Penelope S. Pickercell; Amy G. Fleetwood; Zahra Dashtak; Charles E. March; Deborah S. March; Joneda H. Phillips; Frederick T. Walsh; Judith Walsh; Bruce P. Windsor; Cindy A. Windsor; Dennis M. Depping; Charla G. Depping; Michael R. Wurmbradt; Robert K. Newsom; Martha E. Newsom; Charles C. Ehase; Deborah K. Ehase

to me known to be the persons described in and who executed the foregoing instrument, and each of them acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Fulton Missouri, the day and year first above written.


Notary Public



(SEAL)
My commission expires 9/18/09

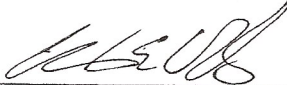
STATE OF MISSOURI)
) SS.
COUNTY OF CALLAWAY)

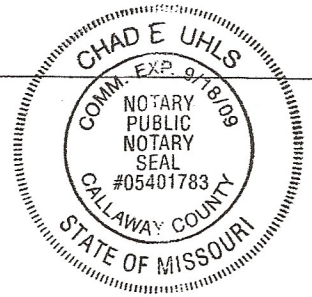
On this 2 day of September, 2005, before me personally appeared Christy M. Thompson; Steven M. Gohring; Rickie L. Gohring; Charles Mark Palmer; Debra F. Palmer; Bruce A. Woodall; Melissa A. Hampton; Woodall; John P. Flow; Penny Flow; Christos Jordanidis; Anna Jordanidis; Jeffrey B. Wright; Virginia K. Wright; Mark D. Enderle; Theresa M. Enderle

to me known to be the persons described in and who executed the foregoing instrument, and each of them acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed

my official seal at my office in Fulton Missouri, the day and year first above written.


Notary Public



(SEAL)

My commission expires 9/18/09

STATE OF Missouri)
) SS.
COUNTY OF Callaway)

On this 2 day of September 2005, before me personally appeared Chad E. Uhls ; Julia Boyd Uhls

_____, to me known to be the persons described in and who executed the foregoing instrument, and each of them acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Fulton Missouri, the day and year first above written.


Notary Public

(SEAL)

My commission expires 11/7/08

BRENT DEWILDE
Notary Public - Notary Seal
STATE OF MISSOURI
Callaway County
Commission #04634370
My Commission Expires: November 7, 2008

State of Missouri

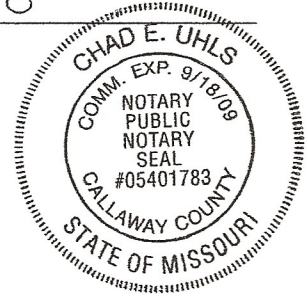
County of Callaway

On this 2 day of September, 2005 before me personally appeared Wallace M. Peck, Sr. and Dorothy M. Peck, Trustees of the Peck Living Trust dated 6/30/1995, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed as Trustees.



Notary Public

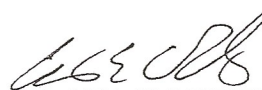
(Seal)
My Commission Expires 9/18/09



State of Missouri

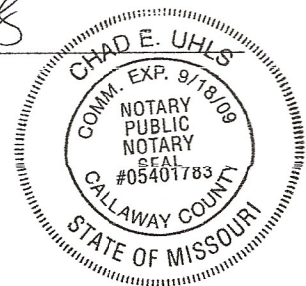
County of Callaway

On this 2 day of September, 2005 before me personally appeared Richard W. Gohring and Rebecca K. Gohring, Trustees under a Trust Agreement dated December 4, 2001, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed as Trustees.



Notary Public


(Seal)
My Commission Expires 9/18/09



State of Missouri

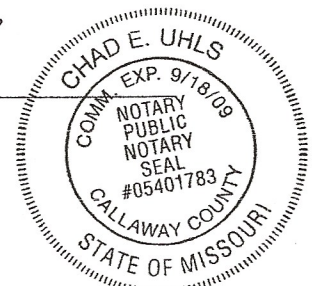
County of Callaway

On this 2 day of September, 2005 before me personally appeared Josephine D. James, Trustee U/I Josephine D. James dated June 18, 1999, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed as Trustee.



Notary Public

(Seal)
My Commission Expires 9/18/09

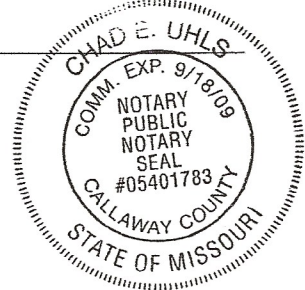


State of Missouri

County of Callaway

On this 2 day of September, 2005 before me personally appeared Phillip J. Christopher, Trustee of the Phillip J. Christopher Revocable Trust U/T/A dated 11/19/1998 and Linda Christopher Trustee of the Linda Christopher Revocable Trust U/T/A dated 11/19/1998, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed as Trustees.

CHAD E. UHLS
Notary Public



(Seal)

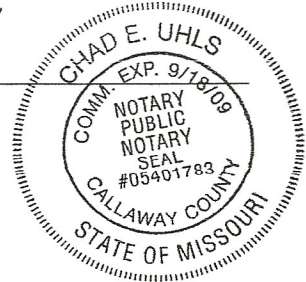
My Commission Expires 9/18/09

State of Missouri

County of Callaway

On this 2 day of September, 2005 before me personally appeared Robert E. Fisher, Jr. And Carolyn B. Fisher, Trustees of the Fisher Family Revocable Living Trust U/T/I dated June 7, 2000, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed as Trustees.

CHAD E. UHLS
Notary Public



(Seal)

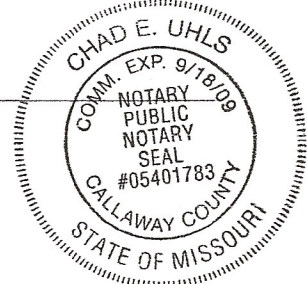
My Commission Expires 9/18/09

State of Missouri

County of Callaway

On this 2 day of September, 2005 before me personally appeared Gary J. Czeschin and Deborah S. Czeschin, Trustees of the Gary J. Czeschin and Deborah S. Czeschin Joint Revocable Trust dated February 12, 2002, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed as Trustees.

CHAD E. UHLS
Notary Public



(Seal)

My Commission Expires 9/18/09

DECLARATION OF COVENANTS AND RESTRICTIONS OF
TANGLEWOOD ESTATES SUBDIVISION

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this Declaration) made on this 21st day of AUGUST, 1996 by TANGLEWOOD ESTATES CORP., a corporation of the State of Missouri, hereinafter referred to as "the Developer";

W I T N E S S E T H:

WHEREAS, the Developer is the owner of parcels of real estate located in Fulton, Callaway County, Missouri, which will in the future be platted as Tanglewood Estates Subdivision, a description of said parcels is attached hereto and incorporated herein by reference as Exhibits A and B.

WHEREAS, the Developer is desirous of establishing for its own benefit and the mutual benefit of all future owners or occupants of the above described property contained within the outer boundaries of such Plats hereinabove described, or any part thereof, and the unplatted residentially zoned property or any part thereof, and any improvements now or hereafter situated thereon, covenants and restrictions which contain certain mutually beneficial restrictions and obligations with respect to the property used, and the conduct and maintenance thereof; and

WHEREAS, the Developer, therefore, desires to place certain protective covenants, conditions, easements, restrictions, reservations, liens and charges on the real estate contained within the Parcels, and each lot contained within the Parcels, and the buildings and improvements now or hereafter constructed thereon, as hereinafter described, for the use and benefit of itself, its grantees, successors and assigns; and

WHEREAS, the Developer desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Parcel, and any Lot contained within the Parcel, and any improvements located thereon, shall, at all times, enjoy the benefit of, and shall hold their interests, subject to the rights, easements, privileges, covenants, assessments, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of the property and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the property.

NOW THEREFORE, the Developer hereby declares that all of the real estate now contained within the above described property and all portions thereof, and any improvements now or hereafter located thereon, shall be held, sold and conveyed, subject to all of the following easements, restrictions, covenants, conditions, liens and charges, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real estate and buildings now or hereafter located thereon.

TANGLEWOOD ESTATES SUBDIVISION

Summary of Covenants and Restrictions

The following summary is intended to be a convenient reference to parties interested in the full set of legal covenants and restrictions of TANGLEWOOD ESTATES SUBDIVISION. It is not in any way represented to be a full and complete listing of all items. For a full and complete narration of all the covenants, the entire declaration must be reviewed.

The Architectural Control Committee, representing the corporation developing the property, shall be the sole arbiter of all building and landscaping plans and must approve all such plans in advance of construction. The committee will not specifically set any size or expenditure restrictions, but will judge each proposed home, building, or landscaping proposal on its aesthetic merits. Committee decisions will attempt to set and maintain the highest possible levels of appearance and integrity for the neighborhood.

No additional and/or accessory structures, improvements, and fences of any kind or nature whatsoever will be allowed except those approved in advance of construction by the Architectural Control Committee.

Vehicle parking is carefully controlled, and limited primarily to vehicles in regular use; noxious or offensive activities are prohibited; each owner's property must be maintained in a neat and orderly fashion free of trash and debris; and only small signs (such as "for sale") may be displayed.

Pets are limited to a total of two dogs, cats or other household pets, and these may not cause a nuisance to neighbors.

Open fires, storage tanks, auto repair, motorcycles and other recreational type vehicles are specifically regulated. Satellite dishes, fences and other antennae and aeriels are controlled. Any plan to erect such a structure must be submitted to the Architectural Control Committee, which may reject such plan for any reason it chooses including aesthetics.

Detailed plans of any proposed building must be submitted to the Architectural Control Committee in duplicate (including descriptions of materials and colors of the exterior) and including a reasonable landscaping plan, and approval must be obtained prior to commencement of any construction activities. Even though the City of Fulton may not require sidewalks, the Declaration requires sidewalks along all City Streets and such sidewalks must be constructed prior to occupancy.

These easements, covenants, restrictions, conditions, liens, and charges 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 real property or any part thereof, or any lot contained therein, or any improvements located thereon, and shall inure to the benefit of each owner thereof. The Developer further declares as follows:

1. Definitions. "This instrument" may hereinafter, for convenience and for purposes of brevity and clarity, be called "The Declaration". For the purposes of brevity, certain words, phrases, and terms as used in "This Declaration" are defined as follows:

A. "Record" means to record in the office of the Recorder of Deeds of Callaway County, Missouri, wherein the property is located.

B. "Building" shall mean a one unit or two unit (two unit allowed only in a planned unit development) residential structure arranged, intended, and each unit designed for occupancy by a Family as a one-family dwelling unit.

C. "Declaration" and "This Declaration" and "The Declaration" shall be deemed to mean this document.

D. "The Developer" or "Developer" means TANGLEWOOD ESTATES CORP., a corporation of the State of Missouri. In addition, the term "the Developer" shall mean any persons, individuals or company whom the corporation shall hereafter assign, by written assignment, all or any of the rights as the Developer under this Declaration. Additionally, "the Developer" shall mean any successor in interest or trustee or other person, firm, or entity which shall become the owner of the real estate heretofore described in the Plats. Any assignment of rights as a Developer must be given by written assignment which specifically refers to the rights of Developer hereunder. Conveyance of real estate by deed shall not be deemed to be an assignment of any rights as "Developer".

E. "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real estate.

F. "Family" means an individual or married couple and the children thereof and no more than two (2) other persons related to the individual or married couple by blood or marriage, occupying a single housekeeping unit, used on a non profit basis. A family may include not more than one additional person, not related to the family by blood or marriage, provided that such additional person may be provided with sleeping accommodations.

A group of not more than three (3) persons not related by blood or marriage, living together by joint agreement and occupying a single housekeeping unit with single kitchen

facilities on a non profit cost-sharing basis.

G. "Lot" means each of the lots shown by the Plats.

H. "Lot Owner" means the person or persons whose estate or interests, individually or collectively, aggregate fee simple ownership of a Lot.

I. "One-family Dwelling" shall mean a detached building arranged, intended and designed for residential occupancy by one family, and used solely as a dwelling for one family, and for no other uses or purposes; or an attached building containing two units, each unit being on a different lot with each unit arranged, intended and designed for residential occupancy by one family, and used solely as a dwelling for one family, and for no other uses or purposes.

J. "Parcel" means all of that real estate, contained within the boundary lines of the Plats described, and all platted Lots contained within such real estate and described by such Plat.

K. "Planned Unit Development" shall mean a development in accordance with the ordinances of the City of Fulton, Callaway County, Missouri, however, any such development shall allow no greater density than one unit per lot.

L. "Plat" means the Plats hereinabove described.

M. "Property" means all the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including any Building or Buildings and all easements, rights and appurtenances belonging thereto.

N. "Architectural Control Committee" shall mean that committee responsible for approval of all plans and specifications for all Buildings or improvements on all Lots within the Parcel. The term Architectural Control Committee may be abbreviated by "ACC" as used herein.

O. "Unit" shall mean a one-family dwelling being a part of a planned unit development.

2. One-family Dwelling Purposes. All of the Parcel shall be used solely for single family, attached or detached, residential dwelling purposes, and uses normally ancillary thereto, except as limited or restricted in this Declaration, it being the intent that each Lot within the Parcel be occupied by a single family attached or detached residential type development house. Each of the Lots located within the Parcel, as shown by the Plats, shall, therefore, be occupied by only one Building constituting a one-family dwelling.

3. Lots. The Parcel and all Lots within the Parcel zoned

R-1 shall be used solely for one-family dwelling Lots for one-family dwelling structures. Although the Developer shall have the right to amend the Plats, and to cause Lots to be combined, or to be subdivided, or be eliminated, or to otherwise amend or to alter the Plats or the Lot lines provided for by the Plats, once a Lot has been sold or disposed of by the Developer, such Lot shall not again be subdivided without the prior written consent of the Developer. No Lot owned by a Lot Owner other than the Developer shall be subdivided, in any manner whatsoever, or be caused to be separated into Lots, units or portions smaller than the whole Lot, by Plat, Deed, Condominium, Declaration or otherwise, except by written consent of the Developer.

4. Use Restrictions. The Parcel and all Lots located within the Parcel, and all structures and improvements located within the Parcel and upon the Lots, shall be subject to the following provisions and restrictions:

A. One-family Dwelling Purpose. Each Lot, dependent upon its zoning classification under the zoning ordinances of the City of Fulton, Missouri, shall be used solely for a one-family dwelling and for uses normally ancillary thereto.

B. No Subdivision. Once a Lot has been sold by the Developer, no Lot shall be subdivided by Deed, Plat or Lease, Condominium, Declaration or otherwise be caused to be separated into Lots, tracts, or Parcels smaller than the whole Lot without the prior written consent of the Developer; provided, however, that nothing contained herein shall prevent the Developer from subdividing Lots, or amending Lot lines, or from combining Lots, or eliminating Lots, or from otherwise amending the Plats.

C. Zoning. No Lot zoned R-1 shall be used for any other purpose than for a residence site for a single family.

D. No Roomers or Boarders. In accordance with the frequent approach in zoning codes of protecting values in residential districts by prohibiting the use of single family residences for roomers or boarders, and in order to provide similar protection for the Owners of the Lots, it is hereby provided that no boarders or roomers shall be permitted in addition to the family occupying the single family residence.

E. Home Occupation-Commercial Purposes. The restriction above to the use of any Lot shall not prohibit the conduct of a "home occupation" upon said Lot as defined herein. Home occupation means any occupation or profession carried on by a member of the immediate "family" residing on the premises, in connection with which there is not used any sign or display that will indicate from the exterior that the Building is being utilized in whole or in part for any purpose other than that of a family residence; and no person is employed other than a member of the immediate family residing on the premises, and no mechanical, plumbing or electrical equipment is used except such as is permissible for and is customarily found in purely domestic

or household premises for the family residing therein. A professional person may use his residence for infrequent consultation, or emergency treatment, or performance of occasional or emergency religious rites, but not for the general practice of his profession. Permitted home occupations shall not include barber shops, beauty shops, shoe or hat repair shops, tailoring shops, or any type of pick up stations or similar commercial activities or any day care centers, residential care centers, nursery schools, or play schools, but the recitation of these particular exclusions shall not be deemed to constitute authorization for the conducting of other businesses or enterprises which are precluded by the previous language of this subparagraph E, or by the zoning ordinances of the City of Fulton, Missouri.

F. Additional Structures. No additional and/or accessory structures, improvements of any kind or nature whatsoever, WALLS, OR BUILDINGS OF ANY NATURE WHATSOEVER, OR SHEDS, STORAGE SHEDS, or similar items of any kind or nature whatsoever shall be erected or allowed to remain on any lot in addition to the basic building, patio, wall, deck, porch or any other improvements originally approved by the Developer, and any other improvements originally approved by the Architectural Control Committee hereinafter described, except for the those approved, in advance, by the Architectural Control Committee in accordance with the following provisions of this Declaration. IN NO CASE SHALL FENCING BE ALLOWED IN A FRONT YARD OF ANY LOT.

G. Parking. No uncovered parking spaces within the Parcel or within any Lot, or any street within the Parcel, shall be used for parking of any trailer, truck, boat, motorcycle, three, four or six-wheeled recreational vehicle or anything other than licensed, operative automobiles which are used, with substantial regular frequency, as a means of conveyance. The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, campcar, camper or any other vehicle whether or not self-propelled, constructed or existing in such a manner as would permit the use and occupancy thereof for human habitation, for storage, or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation and used or so constructed that it is or may be mounted on wheels or other similar transporting device and used as a conveyance on streets or highways. The word "truck" shall include and mean every type of motor vehicle other than passenger cars and other than pickup trucks, vans or similar utility vehicles which are regularly used (with very substantial frequency) as a passenger vehicle by persons occupying one of the Lots. The word or words motorcycle, three, four, or six-wheeled recreational vehicle shall mean a motorcycle, mo-ped, powered scooter, powered tricycle, motor bike, and every other vehicle intended primarily to be operated as a recreational vehicle and/or intended to be operated other than on the main traveled portion of City, State and/or Federal highways. Provided, however, that this Section shall not apply so as to interfere with normal construction methods in the construction and

development of any part of the Parcel.

H. Noxious or Offensive Activities. No illegal, noxious or offensive activities shall be carried on upon any Lot, nor shall anything (including, but not limited to activities generating odors, noise, or unsightly appearances) be done thereon which may be or may become any annoyance or nuisance to the neighborhood, or which would substantially interfere with the use and enjoyment of neighboring Lots, or with the values of such Lots. The word noxious or offensive activities as used in this Section H shall be deemed to include, but not be limited to, musical groups performing out-of-doors within the Development, except those for which the appropriate permits have been procured from the City of Fulton, the use of tools or other instruments which have not been properly electronically shielded so as to prevent interference with television or radio signals, specifically including but not limited to Citizens Band Radios, Ham Radios and/or other types of amateur radios, tools or other instruments which have not been properly shielded or muffled to prevent the excessive generation of noise, and any and all other loud outdoor record players, high fidelity record players and/or other noise generating devices, except that all devices, articles and pieces of equipment utilized in conjunction with the construction of streets, sidewalks, buildings and any and all other improvements constructed with the approval or acquiescence of the Architectural Control Committee, so long as the same are accomplished using normal and accepted construction practices for residential developments and residential development, shall not be deemed to be a noxious or offensive activity.

I. Signs. No signs of any kind shall be displayed to the public view upon the Properties except that one sign, of not more than five (5) square feet advertising property for sale or rent, or signs used by a builder to advertise property during construction and sale, or any other sign which has received the prior written approval of the Architectural Control Committee, may appear on each Lot.

J. Debris Free. All Lots shall be kept neat and free of debris, and shall be maintained in a sightly and sanitary condition.

K. Trash, Storage, Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash, rubbish, garbage and other waste or materials being thrown away or disposed of must be placed or contained in one or more trash cans, containers, or city supplied trash bags, which cans, containers or city supplied trash bags shall be fly tight, rodent proof, nonflammable, reasonably waterproof and shall be covered. Such cans, containers or city supplied trash bags are to be stored in concealed locations on Lots, and may be placed in open locations only for that period of time allowed by the City of Fulton, Missouri so as to facilitate collection.

L. House Trailers and Mobile Homes. No house trailer, mobile home, motor home, R.V., recreational vehicle (other than a passenger car, pickup truck, or van or similar utility vehicle, which is regularly used, with very substantial frequency, as a passenger vehicle), shall be kept or maintained on any Lot for any purposes, except a motor home, recreational vehicle, motorcycle, and three, four and six-wheeled recreational vehicles shall be allowed to be kept within the garage, basement or other portion of the dwelling; however, nothing in this paragraph shall be construed to allow the construction of any door, awning, covering or other device or building component to accomodate such vehicle, unless it shall have been approved by the Architectural Control Committee. No motor home or vehicle shall be used for human habitation.

M. Livestock, Poultry and Pets. No animals, livestock, poultry or pets of any kind shall be raised, bred or kept upon any of the Parcels or the Lots, except that a combined total of three (3) dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and that they are kept, at all times, within the Lot of the Lot Owner keeping same and that they are, at all times, under such Lot Owner's control. No pets shall be permitted to, in any manner whatsoever, create a nuisance, or to otherwise interfere with the peaceful enjoyment by others of their Lots and the improvements located thereon, or to damage or destroy the property of others, or to injure any persons, animals or wildlife.

N. Maintenance. Each individual Lot Owner shall maintain his, her, or their Lot, and the dwelling located thereon, and all improvements located thereon, and all lawns, trees, shrubs and landscaping located thereon in a clean, neat, safe, attractive and very well maintained condition, free of trash, rubbish and debris, and free of conditions of unsightliness and disrepair (including, but not limited to, dead or dying trees, shrubs, lawns and landscaping; chipped, peeling, or discolored paint; walls in need of obvious tuckpointing, cleaning or other maintenance; roofs requiring - patching; discolored roofs; gutters or downspouts requiring painting, cleaning, replacement or other maintenance; chipped or faded shutters or similar items; other conditions of obvious unsightliness), and in such a condition as to provide as attractive and pleasing appearance as is reasonably practicable, and as is in keeping with the general character of the neighborhood.

O. Open Fires. No open fires shall be permitted on the individual Lots, with the exception of outdoor grill-type fires used for the preparation of food to be consumed on the premises.

P. Storage Tanks. No tank for the storage of fuel may be maintained on any Lot.

Q. Automotive Repair. No automotive or equipment repair or rebuilding or other form of automotive or equipment manufacture, maintenance, or repair (other than normal periodic vehicle maintenance), whether for hire or otherwise, shall occur on the Parcel or upon any Lot hereby restricted.

R. Satellite Receiver Dishes, Radio Antennas, and Similar Structures. No satellite receiver dishes, radio receiver antennas, radio antennas, antennas or similar devices shall be placed within any Lot on the exterior of the Building located on the Lot, or so as to be visible on the exterior of the Building located upon the lot, without the written consent first obtained of the Architectural Control Committee hereinafter provided for in paragraph 5 of this Declaration. The Architectural Control Committee shall have the right to disapprove the use of such satellite receiver dishes, antennas, etc. for any reason which it, in its sole, absolute, unlimited, and unmitigated discretion finds to be appropriate, including, but not limited to, purely aesthetic objections.

S. Garages. All garage doors shall be kept closed at all times, other than when driving vehicles into or out of garages, or when placing other articles in or removing other articles from the garages. No garages shall be used for the storage of flammable or explosive materials, except that each Lot Owner shall be allowed to keep an appropriate amount of gasoline and other lubricants which are necessary for the maintenance of lawn mowers and other machines or equipment normally used to maintain the Lot.

T. Gardens and Exterior Landscaping Changes. No Lot Owner shall be allowed to maintain a garden exceeding the dimensions of 12 feet x 20 feet, which is not well kept before, during and after growing, or which corn of any description or type is grown or planted, or otherwise make extensive changes in the landscape design subsequent to its approval by the Architectural Control Committee, unless prior written approval is procured from the Architectural Control Committee. All vegetation and trees originally placed on the land at any time shall be maintained in good condition and, in the event of death or destruction of same, such shall be replaced or repaired as soon as practical with vegetation or trees of similar size and quality.

U. Two, Three, Four and Six-Wheeled Recreational Vehicles. Motorcycles, mo-peds, powered scooters, powered tricycles, powered "four-wheelers", powered "six-wheelers" or motor bikes may not be run within the Development, either on roads or within the Lots or on Lots, except a vehicle which is licensed, while displaying such license, shall be used solely in going to and from work, school or any other place the Owner may be traveling. The purpose of this paragraph is to avoid the streets of the Development or the Lots in the Development from becoming a place in which such recreational vehicles are operated, and that the licensed vehicles described herein shall

not be ridden on any street, irrespective of the fact that it may be maintained by the City of Fulton, Missouri, for recreational use. All vehicles so used within the Development or any street going through the Development shall have a suitable muffler so as to provide for quiet operation. Specifically allowed are three or four wheeled motorized golf carts being driven from or to the adjacent golf course and which have the proper permits from the golf course affixed and displayed.

5. Architectural Control. No dwelling, building, fence, wall or other structure or improvement shall be commenced, erected or maintained within the Parcel or within any Lot, other than the streets, roads and public improvements shown upon the Plats, and other than those for which the plans and specifications have been approved in advance, in writing, by the Architectural Control Committee hereinafter described. ANY LOT OWNER OR BUILDER OF A DWELLING, BUILDING OR OTHER IMPROVEMENT (INCLUDING, BUT NOT LIMITED TO, SATELLITE RECEIVER DISHES, ANTENNAS, AERIALS AND SIMILAR STRUCTURES), OR ANY PART THEREOF, SHALL SUBMIT TO THE ARCHITECTURAL CONTROL COMMITTEE HEREINAFTER DESCRIBED THE FOLLOWING DOCUMENTATION:

A. TWO (2) COPIES OF THE PLANS FOR THE DWELLING, BUILDING OR OTHER IMPROVEMENT, SHOWING ALL DIMENSIONS, ALL EXTERIOR ELEVATIONS, AND DESCRIBING THE EXTERIOR APPEARANCE.

B. TWO (2) COPIES OF EXTERIOR SPECIFICATIONS FOR THE DWELLING.

ALL of the above documents MUST be submitted to the ARCHITECTURAL CONTROL COMMITTEE. If FEWER than ALL of the documents hereinabove described are presented to the Architectural Control Committee, then the submission shall be deemed to be INCOMPLETE, and need not be considered by the Architectural Control Committee. The Architectural Control Committee shall not be required to act until it has received a complete submission including all of the documents hereinabove described. Two (2) copies of the documents hereinabove described must be submitted to the Architectural Control Committee. Such documents must at least do the following:

i. Show the street elevation of the improvements including roof pitch; and

ii. Contain floor plans for the Building or improvement; and

iii. Show and/or describe, in detail, exterior finish materials for the Building or improvement, including a specific description as to whether same are stain/clear wood finish on all wood exteriors, paints and paint colors, types of brick or stone (including type, nature, manufacturer of brick or stone and colors),

roofing material types, kinds and colors, a specific description and location of each exterior finish material.

C. The foregoing should contain all other data reasonably deemed necessary so the Architectural Control Committee can reasonably make a determination as to whether said Building or improvement is compatible with the surrounding structures and topography, and with the existing and planned character of the neighborhood.

D. In addition, no exterior addition to, or change to, or alteration of any building, fence, wall, structure, or improvement (or change in the exterior color of any Building or improvement) located within a Lot shall be made, commenced or maintained until the foregoing has been submitted to the Architectural Control Committee.

E. Two (2) copies of all plans and specifications hereinabove described shall be submitted to the Architectural Control Committee, which shall be entitled (but not required) to maintain one copy thereof following its approval, so as to enable the Architectural Control Committee to monitor compliance with the plans and specifications approved by it. Determinations of the Architectural Control Committee shall be made by it, in its sole, absolute, unlimited and unmitigated discretion. No requirement of reasonableness on the part of the Architectural Control Committee shall be deemed to be express or implied. All determinations of the Architectural Control Committee shall be binding, final and absolute. In any event, the Architectural Control Committee shall not be required to approve any dwelling, Building, fence, wall, structure, or improvement, or addition to, or change to, or alteration upon (or change in exterior colors or materials), unless such Architectural Control Committee finds that the plans and specifications show that same would be in harmony with the location therefor, and with the site therefor, and with the surrounding structures and topography, and that the same would be in keeping with the planned and existing neighborhood. In the event the Architectural Control Committee, or its designee, fails to approve or disapprove any plans and specifications submitted to it within thirty (30) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to completion thereof, approval of the said committee under this paragraph 5 will not be required.

F. The Architectural Control Committee shall have the duties and responsibilities and be composed as hereinbelow described:

i. Architectural Control Committee. The "Architectural Control Committee" ("ACC") shall, initially, be composed of two (2) members, both being corporate officers of Developer. Each of the persons shall remain a member of said committee until his or

her death, or until he or she earlier resigns or becomes unable or unwilling to continue to serve. Should any of such individuals, or their successors, be unable or unwilling to continue to serve, then their successor shall be selected by the remaining member of the committee. The Architectural Control Committee shall serve so long as the Developer, or its successors or assigns, owns any real estate within the Parcel. The Architectural Control Committee shall cease to serve, the latest of when the Developer ceases to own any real estate within the Parcel or upon the resignation or death of all of its members, or upon the issuance of the occupancy permit which would make 100% of the Property subject to this Declaration capable of being occupied by a family. Approval of plans and specifications for a Building, improvement or structure by any one of the members shall constitute approval by such committee. It is the intent of this Declaration to provide a response to the party submitting plans and specifications within seven (7) days from the date of submittal of such.

ii. Any personal interests, or alleged personal interests, of a member of the "ACC" with respect to matters to be submitted to such committee for its determination shall be waived as a disqualification, and a member of the "ACC" shall be permitted to participate in any decisions, whether or not such member has or arguably has an interest in the matter to be decided by the Committee. As hereinabove indicated, all determinations of the "ACC" shall be final and binding. The "ACC" shall have sole, absolute, unlimited and unmitigated discretion with respect to all matters submitted to it for its determination, and no requirement that it be reasonable in its action shall be deemed to be expressed or implied, as all such requirements are waived and eliminated in their entirety. Once plans and specifications have been approved by the "ACC", all Buildings, structures, improvements and changes to be erected or made pursuant thereto must be made in total compliance with the plans and specifications which have been approved by the "ACC".

iii. No building, residence, structure or other improvement shall be occupied as a residence, or be otherwise used, until same has been completed in full compliance with the plans and specifications therefor which have been approved by the "ACC". The Developer, the "ACC", any member of the "ACC" shall have the right to enforce compliance with and completion of Buildings, structures and improvements, and of the landscaping therefor, in accordance with the plans and specifications approved by the "ACC" by injunctive proceedings, by mandatory injunctive proceedings, or by

any other proceedings at law or in equity in accordance with this Paragraph 5 of this Declaration. Plans, and specifications, once approved, must be diligently complied with, and once the work provided for thereby has commenced, it must be diligently pursued to completion.

iv. In the event of the partial or total destruction of a Building, residence or structure erected with the approval as provided herein, any and all repair, rebuilding, or replacement shall be in such fashion and manner to be in keeping with the general character of the neighborhood.

v. Immunity of Architectural Control Committee. Any other paragraph of this Declaration to the contrary notwithstanding, the Architectural Control Committee and the members thereof shall be exempt from, and shall not be liable for, any claims, actions, causes of actions, demands, losses, suits, liability or expenses of any kind, nature or description whatsoever, so long as they act in good faith. If the members act in good faith, then all determinations made by them shall subject them to no liability or responsibility of any kind, nature or description whatsoever, under any circumstances whatsoever. The sole rights of a party seeking relief against the Architectural Control Committee or members of the committee shall be to seek an order of a court, or of a tribunal of appropriate jurisdiction, requiring that the "ACC" or any member thereof take any action which the petitioning party deems to be legally required of the committee or such member. The sole requirement shall be that the committee, in exercising its sole, absolute, unlimited, and unmitigated discretion, act in good faith, and that it not act in an arbitrary, capricious or malicious manner.

6. Enforcement. The Developer or the Developer's successors, or any Lot Owner of any Lot within the Parcel, or any owner of any interest in any Lot located within the Parcel, shall have the right to enforce, by proceedings at law or in equity, any of the covenants, restrictions or conditions imposed by this Declaration. Failure of the Developer, or its successors, or any Lot Owner, to enforce any covenants, conditions, or restrictions contained in this Declaration shall in no event be deemed to be a waiver of the right to do so at any time thereafter.

A. Severability. Invalidation of any of the covenants, conditions, restrictions or provisions of this Declaration by judgment or court order shall in no way affect any other provisions, and all such other provisions shall remain in full force and effect.

B. Term and Amendment. The covenants, conditions and

restrictions of this Declaration shall run with and bind the Parcel, and shall inure to the benefit of and be enforceable by the Developer and/or its successors in ownership to all and each part of the Parcel and the Lots, and Lot Owners of each and all of the Lots now or hereafter contained within the Parcel, and their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive terms of ten (10) years each unless an instrument signed by not less than sixty percent (60%) of the Lot Owners has been recorded, which instrument provides for amending or terminating this Declaration, in whole or in part. During the first twenty (20) year term of this Declaration, it may be amended or abrogated, in whole or in part, only by an instrument signed by the owners of not less than sixty percent (60%) of the Lots then contained within the Parcel; provided that, so long as the Developer owns any Lot within the Parcel, such amendment or abrogations shall not occur without the consent of the Developer. All such amendments to this Declaration shall be recorded in Callaway County, Missouri.

C. Notices. Any notices required to be sent under the provisions of this Declaration may be either personally delivered or may be mailed, by regular or certified United States mail. Any such notice which is mailed shall be deemed to have been properly sent when mailed, postpaid, by regular or certified mail, to the last known address of the person entitled to receive such notice. If such notice is to go to a Lot Owner, then such notice shall be deemed to have been properly sent when delivered or mailed in the manner hereinabove described to the person who appears as the owner of such Lot on the real estate records of Callaway County, Missouri. Any notice which is mailed shall be deemed to have been given on the date of actual receipt, or on the second day following placing thereof in the United States mail, whichever date shall first occur.

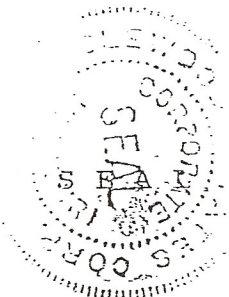
D. Language Variation. The use of pronouns of singular or plural as used herein shall be deemed to be changed as necessary to conform to the actual facts.

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

F. Attorney's Fees. If any party (including, but not limited to, the Developer or any Lot Owner) shall seek to enforce against any other party (including, but not limited to, any Lot Owner) any of the provisions of this 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 shall be entitled.

IN WITNESS WHEREOF, the undersigned, indentified herein as "the Developer", has caused this Declaration to be duly executed on the day and year first above written.



THE DEVELOPER: TANGLEWOOD ESTATES
CORP., A Missouri Corporation.

[Signature]
James V. Glascock, President

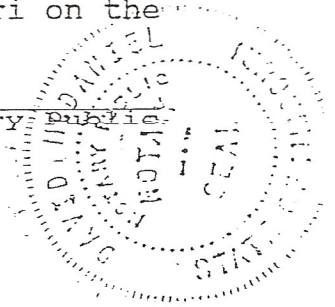
[Signature]
John Peters, Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF CALLAWAY)

On this 21st day of August, 1996, before me, the undersigned, a Notary Public in and for the State of Missouri and County of Callaway, at my office in Fulton, Missouri, personally appeared James V. Glascock, to me personally known, who, being by me first duly sworn, did state that he is the President of the Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said President acknowledged said instrument to be the free act and deed of said corporation.

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

[Signature]
Notary Public



My commission expires: _____

EXHIBIT A
ELGIN SURVEYING & ENGINEERING, INC.
900 PINE BUILDING
ROLLA, MISSOURI 65401

DR. RICHARD L. ELGIN
Registered Professional Engineer
Registered Land Surveyor

Area Code 314
364-6362
FAX: 364-4782

R-6414

January 18, 1995

RESIDENTIAL TRACT A
As Shown on 1/18/95 Plat of Survey.

A fractional part of the Northwest Quarter, and, a fractional part of the Southwest Quarter of Section 32 of Township 48 North, Range 9 West of the 5th P.M. described as follows: Commencing at the Southwest Corner of the Northwest Quarter of said Section 32; thence North $1^{\circ}17'20''$ East, 329.11 feet along the West line of said Northwest Quarter to the true point of beginning of the hereinafter described tract; Thence continuing North $1^{\circ}17'20''$ East, 289.59 feet along said West line; thence South $89^{\circ}42'26''$ East, 400.00 feet; thence South $37^{\circ}54'14''$ East, 401.96 feet; thence South $22^{\circ}33'17''$ East, 600.00 feet; thence South $4^{\circ}51'10''$ West, 232.21 feet; thence North $85^{\circ}08'50''$ West, 225.00 feet; thence South $5^{\circ}39'01''$ West, 280.05 feet; thence South $51^{\circ}08'01''$ East, 268.96 feet; thence South $5^{\circ}38'45''$ West, 630.76 feet; thence South $5^{\circ}24'17''$ East, 297.43 feet; thence South $29^{\circ}23'20''$ East, 200.00 feet; thence South $1^{\circ}28'15''$ East, 533.53 feet; thence North $71^{\circ}02'55''$ West, 381.41 feet; thence North $25^{\circ}23'20''$ West, 496.90 feet; thence North $5^{\circ}24'17''$ West, 447.45 feet; thence North $5^{\circ}34'34''$ East, 1213.01 feet; thence North $22^{\circ}33'17''$ West, 412.29 feet; thence North $37^{\circ}32'45''$ West, 355.97 feet to the true point of beginning. Above described tract contains 34.51 acres, more or less, per plat of survey R-6414, dated January 18, 1995, by Elgin Surveying & Engineering, Inc.

Surveying Southern Missouri for 32 years, 1962-1994.

EXHIBIT B

ELGIN SURVEYING & ENGINEERING, INC.
900 PINE BUILDING
ROLLA, MISSOURI 65401

DR. RICHARD L. ELGIN
Registered Professional Engineer
Registered Land Surveyor

Area Code 314
264-6368
FAX 264-4782

R-6414

January 18, 1995

RESIDENTIAL TRACT B
As Shown on 1/18/95 Plat of Survey.

A fractional part of the Southwest Quarter of Section 32 of Township 48 North, Range 9 West of the 5th P.M. described as follows: Commencing at the Northwest Corner of Section 5, Township 47 North, Range 9 West; thence South 88°50'23" East, 1194.92 feet along the Township Line to the true point of beginning of the hereinafter described tract; Thence North 1°28'45" West, 1243.74 feet; thence South 88°21'54" East, 1044.92 feet thence South 58°22'09" East, 202.80 feet; thence South 3°37'33" West, 470.92 feet; thence South 3°38'46" West, 641.08 feet to the northeast corner of a parcel described in Callaway County Deed Records at Book 229, Page 217; thence North 88°50'23" West, 15.00 feet along the North line of said Book 229, Page 217 parcel to its northwest corner; thence South 3°38'46" East, 20.00 feet along the West line of said Book 229, Page 217 parcel to the aforesaid Township Line; thence North 88°50'23" West, 1098.47 feet along said Township Line to the true point of beginning. Above described tract contains 32.99 acres, more or less, per plat of survey R-6414, dated January 18, 1995, by Elgin Surveying & Engineering, Inc.

Surveying Southern Missouri for 32 years, 1962-1994.



STATE OF MISSOURI } SS
COUNTY OF CALLAWAY }

TOTAL P. 04

I, RECORDER OF SAID COUNTY AND STATE, DO HEREBY
CERTIFY THAT THIS INSTRUMENT WAS FILED AT 3

O'CLOCK 37 MIN P M. ON

Aug 21 19 96
AND IS RECORDED IN BOOK 331 ON PAGE 376

TOTAL P. 06

WITNESS MY HAND AND SEAL OF OFFICE.

Kenneth Dillon RECORDER

Kenneth Dillon D.F.

ADDENDUM NO. 1 TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF
TANGLEWOOD ESTATES SUBDIVISION

THIS ADDENDUM NO. 1 TO DECLARATION OF COVENANTS AND RESTRICTIONS OF TANGLEWOOD ESTATES SUBDIVISION (this addendum) made on the 29th day of October, 1996, by TANGLEWOOD ESTATES CORP., a corporation of the State of Missouri, hereinafter referred to as "the Developer".

R E C I T A L S:

WHEREAS, the Developer filed of record in the Records of Callaway County, Missouri on August 21, 1996, in Book 331 at Page 376 the Declaration of Covenants and Restrictions of Tanglewood Estates Subdivision (the Declaration), and

WHEREAS, the Developer is still record owner of all parcels of real estate located in Fulton, Callaway County, Missouri as described in the aforementioned Declaration as Exhibits A and B, and

WHEREAS, the Developer is desirous of amending said Declaration to include further covenants and restrictions.

NOW THEREFORE, the Developer hereby declares that all of the real estate now contained within the above described property and all portions thereof, and any improvements now or hereafter located thereon, shall be held, sold and conveyed, subject to all of the following easements, restrictions, covenants, conditions, liens and charges, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real estate and buildings now or hereafter located thereon. These easements, covenants, restrictions, conditions, liens, and charges 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 real property or any party thereof, or any lot contained therein, or any improvements located thereon, and shall inure to the benefit of each owner thereof. The Developer further declares as follows:

1. Sidewalks. Each Lot Owner of each Lot shall be responsible for the construction of sidewalks along all public streets and such sidewalks shall be constructed by each Lot Owner and shall meet the "Minimum Design Standards and Specifications for Construction of Streets" of the City of Fulton, Missouri, sidewalks shall be four (4) feet in width and shall be placed one foot away from the property line.

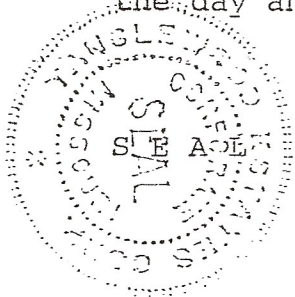
2. Occupancy. No building, residence, structure or other improvement shall be occupied as a residence, or otherwise be used, until sidewalks have been installed as set forth in paragraph 1 above.

3. Lot Owner as is used herein for the requirement of

construction of sidewalks (and for no other purpose) shall not include the Developer, provided however, should Developer cause a building, residence, structure or other improvement (other than infrastructure improvements including, but not limited to, streets, storm sewers, sanitary sewers and water lines) to be constructed, then Developer shall be required to construct such sidewalks the same as any other Lot Owner.

4. All other terms and conditions of the Declaration as recorded in the Records of Callaway County, Missouri in Book 331 at Page 376 not herein altered or amended shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, indented herein as "the Developer", has caused this Addendum to be duly executed on the day and year first above written.



THE DEVELOPER: TANGLEWOOD ESTATES CORP., A Missouri Corporation.

James V. Glascock
James V. Glascock, President

John Peters
John Peters, Secretary

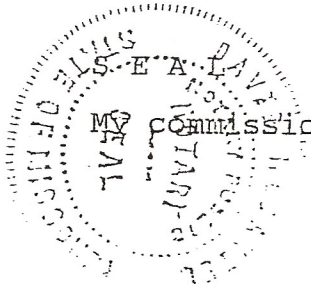
STATE OF MISSOURI)
) SS.
COUNTY OF CALLAWAY)

On this 29th day of October, 1996, before me, the undersigned, a Notary Public in and for the State of Missouri and County of Callaway, at my office in Fulton, Missouri, personally appeared James V. Glascock, to me personally known, who, being by me first duly sworn, did state that he is the President of the Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said President acknowledged said instrument to be the free act and deed of said corporation.

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

David C. McDaniel
David C. McDaniel, Notary Public

My Commission expires: January 25, 1997.



STATE OF MISSOURI }
COUNTY OF CALLAWAY } SS

I, RECORDER OF SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT 3 O'CLOCK 21 MIN 0 M. ON Oct 31 1996 AND IS RECORDED IN BOOK 332 ON PAGE 519 WITNESS MY HAND AND SEAL OF OFFICE.

Kenneth Dillon RECORDER
BY Kenneth Dillon D.R.