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1. **Title of Document:** The Enclave at Brentwood Manor Indenture of Trust and Restrictions
2. **Date of Document:** September 18, 2007
3. **Grantor(s):** McBride & Son Homes Land Development, Inc.
4. **Grantee(s):** The Enclave at Brentwood Manor Homeowners' Association
5. **Statutory Mailing Address(es):**
Grantor:
#1 McBride & Son Center Drive
Chesterfield, MO 63005

Grantee:
c/o McBride & Son Homes Land Development, Inc.
#1 McBride & Son Center Drive
Chesterfield, MO 63005
6. **Legal description:** See Exhibit A annexed to the document.
7. **Reference(s) to Book(s) and Page(s):** N/A

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached The Enclave at Brentwood Manor Indenture of Trust and Restrictions. In the event of a conflict between the provisions of the attached The Enclave at Brentwood Manor Indenture of Trust and Restrictions and the provisions of this cover page, the attached The Enclave at Brentwood Manor Indenture of Trust and Restrictions shall prevail and control.

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THE ENCLAVE AT BRENTWOOD MANOR
INDENTURE OF TRUST AND RESTRICTIONS

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THE ENCLAVE AT BRENTWOOD MANOR INDENTURE OF TRUST AND RESTRICTIONS

MCBRIDE & SON HOMES LAND DEVELOPMENT, INC., a Missouri limited liability company (the "Declarant"), and THE ENCLAVE AT BRENTWOOD MANOR HOMEOWNERS' ASSOCIATION, a Missouri nonprofit corporation (the "Association"), make and enter into this Indenture of Trust and Restrictions ("Indenture") effective as of September 18, 2007.

RECITALS:

A. Declarant owns that certain real property located in Clay County, Missouri, which is more particularly described on Exhibit A, attached hereto and incorporated herein.

B. The property described in Exhibit A is part of a larger community known as Brentwood Manor which is subject to that certain Declaration of Covenants, Restrictions, Easement, Charges, Assessments and Liens for Brentwood recorded in Book 5235, Page 38 as Document Number 2005060341 of the Clay County, Missouri records, as the same may be further amended or supplemented (collectively, the "Master Indenture").

C. Declarant desires to develop on the property described on Exhibit A, a community of single family detached villas known as The Enclave at Brentwood Manor which is within and a part of Brentwood Manor. Declarant desires to create within Brentwood Manor a sub-indenture and sub-homeowners association for the purpose of providing certain rights, easements, maintenance obligations and funding for maintenance related to the unique needs of The Enclave at Brentwood Manor. All Lots hereunder shall also be a "Lot" under the Master Indenture and all Owners hereunder shall also be an "Owner" under the Master Indenture, as those terms are defined in the Master Indenture. The Owners and the Lots shall be subject to the terms and provisions of the Master Indenture including without limitation assessments under the Master Indenture.

D. In accordance with Article XI of the Master Indenture, Trophy Homes, Inc. ("THI"), the "Developer" under the Master Indenture, by instruments duly executed and recorded and under authority granted in the Master Indenture, added the property described in Exhibit A to the properties encumbered by the Master Indenture.

E. This Indenture is not a condominium declaration and The Enclave at Brentwood Manor does not constitute a "Condominium".

F. Declarant desires to insure compliance with the requirements and the general purposes and objectives upon which The Enclave at Brentwood Manor has been established.

G. Declarant deems it desirable, for the efficient preservation of the values and amenities in The Enclave at Brentwood Manor, to form a nonprofit corporation which shall have the powers of maintaining certain improvements within The Enclave at Brentwood Manor and administering the

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Common Properties and facilities and administering and enforcing the covenants and restrictions hereinafter set forth and collecting and disbursing the assessments and charges hereinafter created.

H. Declarant has caused to be incorporated under the laws of Missouri as a nonprofit corporation, The Enclave At Brentwood Manor Homeowners' Association, for the purpose of exercising the functions aforesaid.

I. All reservations, limitations, conditions, easements and covenants herein contained (hereinafter sometimes referred to as "covenants and restrictions") are jointly and severally for the benefit of Declarant and all persons who may purchase, hold or own from time to time any of the property covered by this Indenture.

NOW, THEREFORE, Declarant does hereby declare that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

1. DEFINITIONS

The following words when used in this Indenture (unless the context shall prohibit or clearly indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to The Enclave At Brentwood Manor Homeowners' Association, a Missouri nonprofit corporation, and its successors and assigns.

(b) "Board" shall mean the Board of Directors of the Association. The directors on the Board may be individually or collectively referred to herein as "Director" or "Directors".

(c) "Properties" shall mean and refer to that certain real property herein described in Exhibit A and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(d) "Common Properties" shall mean and refer to any property, improvements, easements or rights of the Association designated by the Board, this Indenture or any recorded subdivision plat or other recorded instrument as for the benefit of the Owners and/or the Association including, without limitation, any easement to construct, locate, maintain, repair or replace any signage for The Enclave At Brentwood Manor and related improvements and landscaping and the easement granted to the Association pursuant to Section 2(i) of this Indenture for the purpose of maintenance, repair, replacement of lawn sprinkler systems servicing the Lots.

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(e) "Declarant" shall mean and refer to McBride & Son Homes Land Development, Inc., and its successors and assigns if such successors or assigns acquire or succeed to ownership of all remaining Lots in The Enclave At Brentwood Manor, which have not been improved with a Single Family Dwelling and are then owned by Declarant, for the purpose of development, or if Declarant expressly assigns its "Declarant rights" hereunder to such assigns in writing. Notwithstanding anything to the contrary in the foregoing, if McBride & Son Homes Land Development, Inc. conveys a Lot to McBride & Son Homes Kansas City, LLC, a Missouri limited liability company ("Homes"), then McBride & Son Homes Land Development, Inc. shall be deemed to have assigned its Declarant's rights hereunder to Homes, Homes shall become the Declarant hereunder, and McBride & Son Homes Land Development, Inc. shall automatically cease to be the Declarant. Further notwithstanding the foregoing, THI shall not be deemed to be Declarant hereunder notwithstanding any ownership of Lots or Common Properties by THI.

(f) Omitted.

(g) "Lot" shall mean and refer to the subdivided parcels of land shown on any final recorded subdivision plat of the Properties (with the exception of the Common Properties as herein defined) to be improved with Single Family Dwellings. The Lots shall be improved with a Single Family Dwelling.

(h) "Single Family Dwelling" shall mean and refer to the building consisting of one dwelling unit to be constructed on each Lot.

(i) "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any Lot, including but not limited to the Declarant where applicable but shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(j) "Mortgage" and "Mortgagee" shall mean and refer also to a deed of trust and the trustee and beneficiary under a deed of trust, respectively.

2. EASEMENTS AND PROPERTY RIGHTS

(a) Every Owner and every resident of the Properties subject to this Indenture shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(i) The right of the Board to promulgate rules and regulations governing the use of Common Properties; and

(ii) The terms and provisions of the Master Indenture and this Indenture as they may be amended from time to time.

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(b) There shall be and is hereby imposed on each Lot an easement for reasonable ingress and egress by or on behalf of the Owner of any adjoining Lot for the purpose of repair, maintenance or replacement of improvements on such adjoining Owner's Lot.

(c) Should any portion of any Single Family Dwelling or other improvement as originally constructed (or as it may shift due to settlement after original construction) overhang or encroach on an adjacent Lot ("Encroachment"), the Owner of any such Single Family Dwelling or other improvement shall have a permanent easement on the portion of such adjacent Lot upon which the Single Family Dwelling or other improvement encroaches upon such adjacent Lot for the purpose of allowing such encroachment and a license to enter upon such Lot to maintain the encroaching Single Family Dwelling or other improvement. Should any planting or tree, overhang on an adjacent Lot, the Owner of any such planting or tree shall have a license to enter upon such adjacent Lot for the purpose of trimming such overhanging planting or tree. The Board is hereby appointed as agent and attorney-in-fact for and on behalf of each of the Owners affected by the Encroachment and may petition the proper authorities for a boundary line adjustment or request such variance as may be necessary ("Adjustment/Variance") to allow for said Encroachment and the Board, as agent and attorney-in-fact, may also execute and file of record such easement or other necessary documents of record on behalf of each Owner to effectuate such Adjustment/Variance granted upon the determination and payment of reasonable compensation, if any, to the Owner affected by such change to be paid from funds assessed against the Owner benefiting therefrom. All Owners shall be bound by any resulting Adjustment/Variance granted.

(d) There have been or may be designated on the subdivision plat or plats subject hereto driveway easements for the joint and mutual use and benefit of the Lots on which they are located and the Lots to which they provide access from a street. Those easements are to be held by the respective Owners of each of those Lots, and their respective heirs, executors, administrators, successors and assigns as appurtenant to the Lot owned by each of those Owners. The Owners of each of those Lots shall be jointly responsible for the maintenance and repair of the driveway improvement located on each such easement and each such Owner shall pay an equal share of the cost of maintenance. In the event that any such driveway improvement is not kept in good repair, upon thirty (30) days' written notice by the Board to each Owner, the Board may cause such maintenance or repair to be provided and the reasonable cost thereof shall be a charge and lien against each Lot to which such driveway easement is appurtenant, in the amount of the equal portion of such cost allocated to such Lot. Said charge shall be enforceable in the same manner as herein provided in Section 5 hereof.

(e) There shall be and hereby is imposed a non-exclusive perpetual easement fifteen (15) feet in width along the rear lot lines of all Lots for sump pump drainage purposes. Without limiting the generality of any other provision of this Indenture, the Association may, but shall not be obligated to, maintain, clean and repair all such sump pump drainage easements, and is hereby granted easements in gross for ingress to and egress from such sump pump drainage easements and as otherwise required to perform the foregoing.

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(f) There shall be and hereby is imposed a non-exclusive perpetual easement ten (10) feet in width along the rear lot line of all Lots for the construction and placement of a sight-proof privacy fence not to exceed six (6) feet in height as may be deemed necessary by the Declarant for privacy screening and aesthetic improvement to The Enclave At Brentwood Manor.

(g) The Property including the Lots and Single Family Dwellings thereupon located shall be subject to a perpetual easement in gross to the Directors and the Association, their successors and assigns, for ingress and egress to perform its obligations and duties as required by this Indenture as well as all maintenance, repairs and other tasks which the Directors and/or Association has the right or discretion to perform hereunder. Should it be necessary on a non-emergency basis, to enter a Single Family Dwelling or upon a Lot in order to maintain, service, improve, repair or replace any Single Family Dwelling, or any other item required or permitted to be maintained by the Association hereunder, employees, agents and workmen shall be entitled to entrance by exhibiting to the Owner an order from the Association signed by one of the members of the Board of Directors or an agent of the Board of Directors. The Association shall specifically have the authority to enter any Single Family Dwelling or Lot, on an emergency basis, for the purposes of repairing, maintaining, servicing or replacing the roof, plumbing, sewers, other utilities, pipes, walls, and wires within any Single Family Dwelling or Lot which serves another Single Family Dwelling or Lot, without the necessity of exhibiting an order from the Association. The determination of whether such an emergency exists shall be within the sole discretion of the Association, but it is anticipated that entering any Single Family Dwelling or Lot without an order from the Association shall only occur if the Owner is not present or reasonably available at the time such emergency occurs.

(h) The Property, including the Lots and Single Family Dwellings thereupon located, shall be subject to a perpetual easement in gross to the Declarant, its successors and assigns, for access, ingress and egress to perform any duties and obligations which may be imposed upon Declarant, its successors and assigns, as developer of The Enclave At Brentwood Manor, by this Indenture or by any state, county, municipal or other governmental agency, including, without limitation, any obligations or duties which may be helpful or necessary for the release of development escrows deposited with any such state, county, municipal or other governmental agency.

(i) The Association is hereby granted a non-exclusive perpetual easement over, upon, across and through all of the Lots for the purpose of maintenance, repair, and replacement of lawn sprinkler systems servicing the Lots.

3. CREATION OF ASSOCIATION

(a) Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(b) The Association shall have two classes of voting memberships:

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(i) Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

(ii) Class B: The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(A) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(B) December 31, 2021.

4. DURATION

The covenants and restrictions established by this Indenture shall run with the land and continue and be binding upon Declarant and the Board and upon their successors and assigns for the longer of the following: (i) for the duration of The Enclave At Brentwood Manor portion of the subdivision, or (ii) for a period of twenty (20) years from the date this Indenture is recorded, and shall automatically be continued thereafter for successive periods of fifteen (15) years each; provided, however, that the fee simple record Owners of the Lots now subject and hereafter made subject to this Indenture, by the approving vote of two-thirds (2/3) of each class of members entitled to vote at a meeting of the members, or the consent given in writing by members holding at least eighty-percent (80%) of the voting power, pursuant to Section 6(k) hereof, may terminate the Indenture or release all of the Properties restricted thereby at the end of said twenty (20) year period or any fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing same for record in the office of the Recorder of Deeds of Clay County, Missouri, at least one (1) year prior to the expiration of said twenty (20) year period or of any fifteen (15) year period thereafter.

In the event The Enclave At Brentwood Manor portion of the subdivision is vacated, this Indenture shall terminate and the Board shall convey fee simple title to the Common Properties to the Lot Owners as tenants in common, and shall dissolve the Association pursuant to the vote of the members as provided above. The rights of the tenants in common shall be exercisable appurtenant to and in conjunction with their Lot ownership. Any conveyance or change in ownership of any Lot shall convey with it ownership in the Common Properties, and no interest in the Common Properties shall be conveyed by an Owner except in conjunction with the sale of a Lot. The sale of any Lot shall carry with it all the incidents of ownership of the Common Properties although such is not expressly mentioned in the deed of conveyance; provided, however, that no right or power conferred upon the Board shall be abrogated. Any interest in real property which may vest at any time in the future as a result of his Indenture shall vest, if at all, within twenty-one years of the death of the last

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to survive of the now living descendants of George H. W. Bush, 41st president of the United States of America or such longer vesting period as is allowed by applicable law.

5. COVENANT FOR MAINTENANCE ASSESSMENTS

(a) Except as set forth in Subsection 5(h), the Declarant, for each Lot within the Properties, hereby covenant and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or their conveyance, shall be deemed to covenant and agree to pay to the Association (i) annual and/or monthly assessments or charges, and (ii) special assessments or charges, with such assessments or charges to be fixed, established and collected from time to time as hereinafter provided, including, but not limited to, any charges or assessments created pursuant to Section 5(e) below and (iii) a one time working capital assessment which shall be due immediately upon the first conveyance of any Lot (and not on any subsequent conveyance) after a Single Family Dwelling has been constructed upon such Lot in the amount of \$300.00 for purposes of providing working capital for the Association; such assessment is to be treated as a special assessment hereunder and shall be a charge against the title of each such Lot and shall be a continuing lien and otherwise shall be collectible and enforceable in accordance with this Section 5.

(b) Any and all annual and/or monthly and special assessments, and charges as provided in this Section 5 together with such interest thereon and costs of collection thereof, shall be a charge against the title of each Lot and shall be a continuing lien upon the Lot against which such assessment or charge is made, which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns without the need or requirement of filing any additional documentation with respect to such lien. Recording of this Indenture constitutes record notice and perfection of the lien as to assessments which become delinquent thereafter, together with interest thereon and cost of collection thereof as hereinafter provided. Further recording of a claim for assessment and/or charge under this Section 5 is not required. The Association shall be entitled to enforce collection of any and all of such assessment(s) and/or charge(s), interest and costs through enforcement of such lien, whether by foreclosure or otherwise. Each such assessment and/or charge, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the Owner of such Lot at the time when the assessment became due. Notwithstanding anything herein to the contrary, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and non-payment of any such annual, monthly or special assessment shall not constitute a default under any federally insured mortgage. Furthermore, mortgagees of any such financing on a Lot and/or improvements thereon shall not be required to collect, retain or escrow any assessments as referenced hereinabove.

(c) The assessment(s) and/or charge(s) levied under this Section shall be used exclusively for the purpose of maintaining the market value of the Properties and in particular for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized and/or required, and for the improvement, maintenance and operation of all components of the Lots and Common Properties and the improvements thereon as authorized or

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required herein, including, but not limited to, the payment of taxes and insurance thereon, repair, maintenance, replacements and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof and for such other needs as may arise and for maintenance of reserves for the benefit of the Association for maintenance, capital improvements and for other purposes deemed necessary or appropriate by the Board and for the payment of any amounts owed by the Association under any agreement or other obligation.

(d) (i) In addition to the annual assessment herein authorized, there may be levied in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement within or upon the Common Properties or any easement, street, drive, walkway or other right-of-way provided for the benefit of the Lots subject hereto, and including the provision of necessary fixtures or personal property related thereto, provided that any such assessment shall have the consent given in writing and signed by members holding at least eighty percent (80%) of the voting power, pursuant to Section 6(k) hereof, or the approving vote of two-thirds (2/3) of the vote of each class of members who are voting, in person or by proxy, at a meeting duly called for such purpose, written notice of which shall have been sent to all members no less than thirty (30) days nor more than sixty (60) days in advance and shall set forth the purpose of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(ii) In addition to the other special assessments authorized by this Subsection (d), the Board may make a separate special assessment, without a vote of the members, for the construction, operation, maintenance, repair and replacement of sewer systems and creeks and other storm water control easements and facilities including, but not limited to, retention and detention ponds. The assessment provided for by this paragraph of Subsection (d) shall be allowed and applicable until the operation and maintenance of such sewer systems and such creeks and other storm water control easements and facilities have been accepted for maintenance by an appropriate public body, agency or utility company.

(iii) In addition to the other special assessments authorized under this Subsection (d), the Board may also make a separate special assessment pursuant to this paragraph of Subsection (d) as necessary for compliance with all subdivision and other ordinances, rules and regulations of Clay County and the City of Kansas City, Missouri. Specifically, but not by way of limitation, the Board may make provisions for the maintenance and operation of all street lights, roadways, easements and utilities.

(iv) The provisions of this Section 5 with respect to the establishment of due dates, effect of non-payment and remedies for enforcement shall be applicable to any special assessment levied as hereinabove authorized.

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(e) In addition, the Board may levy a special assessment or charge against any Owner and/or Lot(s) for all costs and expenses incurred, including costs of collection, interest, attorney's fees and other associated costs for purposes of making repairs or maintenance to a Lot or improvements thereon, which repairs or maintenance the Owner has failed to make or which the Association or Board has the duty or right to make or for repairing any damage caused by an Owner or such Owner's employees, agents, invitees or tenants. Nothing herein shall be deemed to impose absolute liability without respect to fault or negligence upon the Owners for damage to the Common Properties or the Lots.

(f) Assessments shall be made in a manner and subject to the following procedure:

(i) As to annual and/or monthly assessments, on or before thirty (30) days in advance of each assessment year, as established by the Board, the Board shall prepare proposed budget(s) for the upcoming assessment year taking into consideration all anticipated items of expense, including reasonable replacement and other reserves. Based upon the proposed budgets, the Board shall establish the annual and/or monthly assessment(s) for the upcoming assessment year for all Lots. The Board shall set the due date for payment of the assessments, and may provide for a periodic payment schedule if deemed desirable by the Board. If at any time during an assessment year, the Board determine in their reasonable opinion that the annual and/or monthly assessments will not provide sufficient funds during the assessment year to cover the expense of items in the proposed budgets and/or the expense of any items not indicated on the proposed budget which may occur and are non-extraordinary and reasonably necessary to the general operation of the Association and/or the Common Properties, then the Board may levy an additional supplemental assessment on all Lots for the remainder of the assessment year in the amount necessary to cover the anticipated revenue deficit for that assessment year. The right and power to levy a supplemental assessment shall extend to the Board for the first assessment year and each assessment year thereafter. Written notice of any levy of a supplemental assessment shall be given to each Owner and payment shall be made as directed by the Board in such notice.

(ii) Subject to requisite member approval as set forth herein, special assessments shall be made by the Board upon thirty (30) days notice, and, at the discretion of the Board, may be payable in a lump sum, in periodic installments or due and payable within thirty (30) days from the date of such notice.

(iii) Any charge or assessment imposed by the Association, with the exception of an assessment under Section 5(e) hereof resulting from an Owner's failure to make repairs or perform maintenance and certain assessments under Section 5(d) hereof, shall be divided among Owners on the basis of an equal amount per Lot.

(iv) Notice of any assessment shall be given by the Board, either by mail, postage prepaid, addressed to the address shown on the real estate assessment records of Clay County, Missouri or any appropriate municipality (and notice so given shall be considered given when mailed), or by posting a brief notice of the assessment upon the Lot itself.

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(v) The failure or delay of the Board to prepare or serve any budget or any annual, monthly, additional or special assessment shall not constitute a waiver or release in any manner of any Owner's obligation to pay such assessment whenever the same shall be made, and in the absence of any annual or monthly assessment or additional assessment the Owner shall continue to pay at the then existing rate established for the previous payment.

(g) If any assessment or charge is not paid within thirty (30) days after the delinquency date, such assessment shall bear interest from the date of delinquency at the lesser of eighteen percent (18%) per annum or the highest rate allowed by law, and the Board may bring legal action against the Owner personally obligated to pay same, and, in addition, shall be entitled to the rights as set forth in Section 5(b) hereinabove with respect to enforcement of payment of same. The Board of Directors is hereby authorized to notify any Mortgagee that the Board is taking steps to collect unpaid assessments or to enforce a lien against said Lot.

(h) The following properties subject to this Indenture shall be exempt from the assessments, charges and liens created herein:

(i) All Common Properties.

(ii) All properties exempt from taxation under the laws of the State of Missouri.

(iii) All Lots owned by the Declarant or successor builder-developers before title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sale in bulk or at wholesale to others for development or resale).

(i) Each Lot Owner shall be responsible for the maintenance, repair and replacement of the lateral sewage line or lines servicing such Owner's Lot.

(j) The liability for an assessment may not be avoided by a waiver of the use or enjoyment of any Common Properties or services, or by abandonment of the Lot against which the assessment was made, or by reliance upon assertion of any claim against the Board of Directors, the Association or another Owner.

(k) Nothing contained herein shall abridge or limit the rights or responsibilities of Mortgagees and nothing herein shall be construed to require a Mortgagee to collect the assessments provided for herein.

(1) This Section 5 does not prohibit the Association from taking a deed in lieu of foreclosure.

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(m) A judgment or decree in any action brought under this Section is enforceable by execution of the judgment and shall include costs and reasonable attorney's fees and paralegal expenses for the prevailing party.

(n) Any payments received by the Association in discharge of a Lot Owner's obligation may be applied to the oldest balance due.

6. SELECTION OF DIRECTORS, MEETINGS OF OWNERS

(a) The Board of Directors of the Association shall consist of three (3) members. The original directors are Dennis Shriver ("Director 1"), Brett Lloyd ("Director 2"), and Will Long ("Director 3"). During the period of service of Director 1, Director 2, or Director 3 or their appointed successors ("Original Directors"), one or more shall be subject to removal, with or without cause, and Declarant shall have the exclusive right to designate the successor to such removed Director for his or her unexpired period of service as provided for hereunder. Should any of the Original Directors die, resign, or cease to hold office, or decline to act or become incompetent or unable for any reason to discharge the duties, or avail himself or herself of or exercise the rights and powers hereby granted or bestowed upon them as Directors under this Indenture, then Declarant shall have the exclusive right to designate the successor thereto for his or her unexpired period of service as provided for hereunder. In the event that the provisions of this Indenture cannot be fulfilled due to unfilled vacancies among the Directors, a Lot Owner may petition the City Council (and the City Council shall have the right and power) to appoint or cause to be appointed a director to fill the vacancy during said interim ("Interim Director"). Any Interim Director who is not an Owner shall receive a reasonable fee for services rendered and the fee shall be determined by the Directors who are not Interim Directors. The fee shall be levied as a special assessment against the Lots, which assessment shall not be subject to any limitations on special assessments, if any, contained in this Indenture.

(b) Until such time as Declarant has sold and conveyed all of the Lots (regardless of whether such Lots are constructed and/or sold in phases), which may be subject to this Indenture to persons or entities or other than a successor builder or developer, the following procedure for designating successor Directors shall be followed:

(i) After Declarant has sold and conveyed fifty percent (50%) of the Lots which may be subjected to this Indenture to persons other than a successor builder or developer, Director 1, or his appointed successor Director shall resign and his or her successor shall be elected by the members other than Declarant at a special meeting of the members to be called thereafter, such successor being the nominee receiving the highest number of votes cast. Such Director shall serve as Director until all Directors are elected by members other than Declarant under the provisions of Section 6(c) following.

(ii) After Declarant has sold and conveyed ninety-five percent (95%) of the Lots which may be subjected to this Indenture to persons other than a successor builder or developer,

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Director 2, or his appointed successor Director shall resign and his or her successor shall be elected by the members other than Declarant at a special meeting of the members to be called thereafter, such successor being the nominee receiving the highest number of votes cast. Such Director shall serve as Director until all Directors are elected by members other than Declarant under the provisions of Section 6(c) following.

(iii) After Declarant has sold and conveyed one hundred percent (100%) of the Lots which may be subjected to this Indenture to persons other than a successor builder or developer, Director 3, or his appointed successor Director shall resign and his or her successor shall be elected by the members of the Association at a special meeting of the members to be called thereafter, such successor being the nominee receiving the highest number of votes cast. Such Director shall serve as Director until all Directors are elected by members of the Association under the provisions of Section 6(c) following.

(iv) Declarant, in its sole discretion, may (but shall not be required to) appoint a second and/or third Director from the membership of the Association prior to the time designated for election of a second and/or third Director as set out in Sections 6(b)(ii) and (iii) above. In anticipation of the Declarant exercising this option, the Association may call a special election in accordance with the provisions of this Indenture to elect an Owner or Owners to be the nominee(s) for Director(s) to be appointed by the Declarant under the provisions of this subsection (iv). In the event the Declarant does appoint the nominee(s) elected by the Association as the second and/or third Director(s) prior to the time set forth in Sections 6(b)(ii) and (iii) above, then such nominee(s) shall become a Director(s) with full powers and shall not be subject to removal by the Declarant, just as if such nominee(s) were elected pursuant to the provisions of subsections 6(b)(ii) and (iii), and no Director(s) shall be elected by the members under the provisions of subsections 6(b)(ii) and (iii) and the appointed nominee(s) shall serve as Director(s) until all Directors are elected by the Owners under the provisions of Section 6(c). The Declarant shall exercise its option to appoint the Association nominee(s) by recording a written instrument evidencing the exercise of such option in the Clay County, Missouri land records.

(c) After Declarant has sold and conveyed all of the Lots which may be subjected to this Indenture other than to a successor builder or developer, the following procedure shall be followed:

(i) All of the then acting Directors shall resign; and

(ii) At a special meeting of the members, three (3) Directors shall be elected, one for a term of three (3) years, one for a term of two (2) years and the third for a term of one (1) year.

(iii) After the expiration of the term of office of the Directors elected as provided in Section 6(c)(ii), each successor Director must be a member, and shall be elected by members, and each such successor Director shall serve for a term of three (3) years so that the terms shall be continuously staggered, one (1) Director being elected at each annual meeting of

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the members.

(d) Following each annual meeting of the Association as provided for herein, the Directors shall designate one (1) of its members to serve as President, one (1) member to serve as Vice-President, and one (1) member to serve as Secretary/Treasurer, until the time of the next following annual meeting.

(e) There shall be an annual meeting of the Association (subject to the provisions of Section 6(i) hereof) to be held on the second Tuesday of June of each year during the term of this Indenture, said meeting to be held at a convenient place in Clay County, Missouri, and there may be special meetings of the Association as may be called by any one of the Directors, also to be held at a convenient place in Clay County, Missouri. No less than ten (10) days' notice in writing to each member of the time and place of any annual or special meeting shall be given by the Board or by the Director calling said meeting, by depositing same in the United States mail, properly addressed to the address shown on the real estate tax assessment records for each Owner and with postage prepaid. The successor to an elected Director whose term has expired shall be elected at the special meeting called for that purpose. At any annual or special meeting each Lot shall be entitled to one (1) vote and any action or proposal to be approved shall require approval by a majority of votes cast at such meeting. Any vote may be cast in person or by proxy. Any designation of a proxy shall be on a form approved by the Board and shall be filed with the Board at least forty-eight (48) hours before any meeting at which such proxy will vote. Any member who has failed to pay any assessments due and payable shall not be entitled to vote at any annual or special meeting provided for herein. The person or persons receiving the highest number of votes cast shall be deemed elected and shall, upon his, her or their acceptance in writing, at once and by force of this Indenture imposed, succeed to, be vested with, and possess and enjoy as a joint tenant but not as a tenant in common, with the remaining Directors, all of the estate, rights, interests, privileges and powers granted by this Indenture to the Association, Board and/ or Directors. In the event that any Director elected hereunder shall die or become unable for any reason, to discharge the duties or avail himself or herself of or exercise the rights and powers herein granted or bestowed upon him, her or them as Directors under this Indenture, then and thereupon, it shall be the duty of the remaining Directors to select a successor.

(f) If a Lot is jointly owned, only one person shall be entitled to vote for the Owners of that Lot and such person shall be known as the "Voting Member." If a Lot is jointly owned and if one of the multiple Owners of that Lot is present at a meeting of the Association, he or she shall be entitled to cast the vote allocated to that Lot. If more than one of the multiple Owners are present, the vote allocated to that Lot may be cast only in accordance with the agreement of the majority in interest of the multiple Owners. Once the majority position has been established the Voting Member shall cast the vote. There is majority agreement if any one of the multiple Owners casts the vote allocated to that Lot without protest being made to the person presiding over the meeting by any of the other Owners of the Lot. A corporation, if an Owner, shall act through its president or through another officer or director as the board of directors of that corporation designates in writing. A partnership, if an Owner, shall act through a partner as designated by the partnership in writing. A trust, if an Owner, shall act through its trustee. If there is more than one such trustee for a trust, then the beneficiaries of such trust shall designate in writing which trustee

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shall be entitled to vote. All designations of Voting Members shall be held by the Board of Directors.

(g) All Directors, except Interim Directors and the Original Directors, shall be Owners. If any Owner is a corporation, partnership or trust, then any partner, officer, director, employee or agent of such corporation or partnership or trustee of such trust may be a Director.

(h) No business may be transacted at any meeting (special or general) at which there is not a quorum, except as provided below. Except as otherwise provided herein, a quorum shall be deemed present at a meeting of the Association if the members in attendance at the beginning of the meeting represent at least ten percent (10%) of the votes of each class of members eligible to vote at the time of the meeting, either in person or by proxy. If proper notice is given and a meeting called at which the proposed business cannot be conducted because of failure to achieve a quorum, then the Board may either:

(i) Give another notice of the meeting indicating the proposed business or purpose and if such meeting is held within thirty (30) days of the date of the first meeting at which there was no quorum, then there shall not be a quorum requirement to transact the proposed business at such second meeting; or

(ii) Take a vote of the Association on any proposed business by written ballot of the members in lieu of a meeting.

(i) A quorum is present at a meeting of the Board if a majority of the Directors are in attendance. All actions of the Board shall be by majority vote. The Board may take action by majority vote on written ballots or by unanimous consents in lieu of a meeting.

(j) For the period from the date of execution hereof until such time as there are fewer than two Original Directors still serving, at the option of the then existing Directors, no annual meeting of the Association shall be held. During such period, the Board may appoint an advisory board consisting of Owners. The number of members of such advisory board shall be the number deemed appropriate by the Board from time to time. The members of such advisory board shall serve at the will of the Board. The advisory board shall be formed for the purpose of reporting to and/or advising the Board concerning the status and operation of the Properties. Such advisory board may hold informal meetings of members if so desired by the advisory board, but such meetings are not required.

(k) Notwithstanding anything contained herein to the contrary, any action required or permitted to be taken herein by approval of the Members may only be taken without a meeting of the Members, if the action is approved by Members holding at least eighty percent (80%) of the voting power. The action must be evidenced by one or more written consents, signed by Members representing at least eighty percent (80%) of the voting power and delivered to the Association. Such written consents shall be filed by the Secretary with the minutes of the proceedings of the Members and shall have the same force and effect as a vote at a meeting duly held. Written notice of

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such Member approval shall be given to all Members who have not signed a written consent. If written notice is required because consents have not been received from all of the Members, such Member approval shall be effective ten (10) days after such written notice is given.

7. RESERVATION OF EXPENDITURES

The Declarant reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended, deposited, placed in escrow, or subsequently provided by it for utility facilities or services, streets, subdivision fees or for any other purpose of any nature or description with respect to any subdivision or land which is now or may in the future be made subject hereto. Declarant further reserves the right to receive and retain any monies, damage payments or condemnation award for any easement or other interest granted or condemned as to any street or Common Properties within the Properties.

8. ARCHITECTURAL CONTROL

The Lots shall be subject to the architectural controls and requirements found in the Master Indenture. From and after such time as a Lot becomes subject to assessment as provided herein, no building, fence, wall, driveway or other structure or improvement of any sort shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition or removal of all or any part thereof, or exterior change or alteration in any improvement thereon be made, nor shall any removal of any tree with a three inch or greater caliper or any change in grade or slope of any Lot be made without the approval of the Board of the Association. All decisions rendered by the Board shall be deemed final. It is the intent of this Indenture that the restrictions of this Section shall not apply to Declarant. The Owner shall bear the responsibility for the maintenance of any Owner constructed improvement authorized under this Section 8.

9. DIRECTORS' DUTIES AND POWERS

The Board and Directors shall have the following rights, powers, duties and obligations:

(a) To acquire and hold the Common Properties, if any, in accordance with the provisions provided for in this Indenture, to exercise control over the Common Properties, continuously maintain, improve and operate same with landscaping, shrubbery, decorations, building, recreational facilities and structures of any kind or description, and any and all other types of facilities in the interest of the health, welfare, safety, recreation, entertainment, education and for the general use of the Owners of the Properties, to grant such easements and rights-of-way over the Common Properties to such utility companies or public agencies or others as they shall deem necessary or appropriate, to make rules and regulations, not inconsistent with the law and this Indenture, for the use and operation thereof and in every and all respects govern the operation, functioning and usage of the Common Properties. The costs of such maintenance, repair, and replacement of the Common Properties and all improvements thereon shall be assessable against the Lot Owners pursuant to the terms of Section 5 hereof.

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(b) To maintain, repair and replace any improvements on Lots which have been neglected and to charge the Owner thereof with the reasonable expense incurred, which shall be a lien against the Lot owned by such Owner and improvements thereon pursuant to Section 5(e) hereof.

(c) To plant, care for, maintain, spray, trim, protect and replace trees, shrubbery and vegetation, to decorate the entranceway to The Enclave At Brentwood Manor by appropriate landscaping or by a subdivision sign or in such other manner as the Board shall deem appropriate.

(d) To clear rubbish and debris and remove grass and weeds from and trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any neglected property, and to charge the Owners thereof with the reasonable expense so incurred, which shall be a lien against such parcel of neglected property. The Directors, or their agents or employees, shall not be deemed guilty or liable for any manner of trespass for any such abatement, removal or planting.

(e) At the discretion of the Board, to provide for the collection of trash, rubbish and garbage and otherwise to provide such services as shall be in the interest of the health, safety and welfare of the Owners and residents, and to enter into and assume contracts for such purposes covering such periods of time as they may consider advisable; provided, however, that neither Declarant, nor the Association, nor their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees shall provide or maintain or be responsible for providing or maintaining, in any way, security for all or any portion of the Properties, and for any Owners, or Owners principals, shareholders, partners, agents, family members, invitees or guests. Furthermore, each and every Owner, its principal(s), shareholder(s), partners, agents, family members, invitees and guests, hereby release and hold harmless the Declarant (including any successor builder or developer) and the Association, and their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees from and against any and all claims, demands and liabilities for any damage to real or personal property or injury or death resulting in any way, due to the existence or level of security provided with respect to the Properties.

(f) In exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Indenture, from time to time to enter into contracts, employ agents and other employees as they deem necessary or advisable, employ counsel to advise the Board or to institute and prosecute such suits as they deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Directors.

(g) To receive, hold, convey, dispose of and administer in trust for any purpose mentioned in this Indenture any gift, grant, conveyance or donation of money or real or personal property.

(h) Purchase insurance against all risks, casualties and liabilities of every nature and description including the coverage more particularly set forth in this Section 9 hereof.

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(i) The Directors shall deposit the funds coming into their hands, as Directors, in a state or national bank protected by the Federal Deposit Insurance Corporation.

(j) All rights, powers, duties, privileges and acts of every nature and description conferred upon the Board by the terms of this Indenture may be executed and exercised by a majority of the Directors, unless otherwise provided herein. The Directors shall not be personally liable for their acts in the performance of their duties, except for dishonesty or acts criminal in nature, and the Association shall indemnify and hold the Directors harmless from all such acts to the extent permitted by law.

(k) The Board, upon proper approval from appropriate governmental authorities and or the Master Association if required, shall have the power to erect, maintain, repair and replace ornamental entrance monuments for The Enclave At Brentwood Manor and the surrounding grounds. The Board shall have the right and power to maintain and repair those monuments, together with all related equipment, utility facilities and landscaping.

(l) At the discretion of the Board, the Board may perform certain exterior maintenance upon each Lot and the Single Family Dwelling located on such Lot which is subject to assessment hereunder, as follows: (i) routine maintenance and routine repair of residential roofing, siding, exterior brick, gutters, exterior trim, downspouts, lawn sprinkler systems, and standard landscaping installed by Declarant (including grass mowing of areas sodded by the Declarant); and (ii) replacement of residential roofing, siding, brick, gutters, exterior trim, downspouts and lawn sprinkler systems necessary due to such components exceeding their normal useful life; provided, however, that the Board shall not replace any such components if replacement becomes necessary due to damage or destruction (a) arising out of or related to any casualty event or (b) which is or could be covered, in whole or in part, by insurance which shall be the Owner's responsibility. Exterior maintenance set forth in Subsection (i) of this paragraph shall not include maintenance or repair of any component of a Lot or Single Family Dwelling which is damaged or destroyed by any casualty event or which is or could be covered, in whole or in part, by insurance which shall be the Owner's responsibility, and such exterior maintenance shall not (except on the election of the Board) include glass surfaces, doors, doorways, doorsteps, storm doors, screen doors, garage doors, garage door openers and mechanisms, garage interior surfaces, walks, sidewalks, skylights, exterior light fixtures, lawns and gardens in patio areas whether open or enclosed, shutters, awnings, windows and components of windows, window boxes, air conditioning units, stoops, mailboxes, utilities, utility meters, porches (including steps), balconies, individual decks, patios, handrails, or driveways. An Owner of a Lot shall not have the right to apply a different color, paint/stain or quality (other than the same color or stain and quality as originally provided by Declarant) to siding, gutters, trim, downspouts, roofing, doors, decks, patios, or fences without prior written approval by the Board.

(i) In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of the Owner or the Owner's family, guests, or invitees, the Board may correct the condition and, in such event, the cost of such maintenance or repairs shall

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be added to and become a part of the assessment to which Owner is subject under Section 5(e) hereof.

(ii) The Board shall have the discretion to provide snow clearing, to the extent reasonably practical (by plowing, blowing, or shoveling), from the driveways, city walks and front sidewalks leading to the main entrance to a Single Family Dwelling on a Lot. The Board shall not clear snow from sidewalks leading to any alternate entrance to a Single Family Dwelling on a Lot, and shall not provide ice treatment or ice removal. Notwithstanding any provision of this Indenture to the contrary, neither the Declarant nor the Association shall be liable to the Owner or any third party for, and each and every Owner, its principal(s), shareholder(s), partners, agents, family members, invitees and guests, hereby release and hold harmless the Declarant (including any successor builder or developer) and the Association, and their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees, from and against any and all claims, demands and liabilities for any damage to real or personal property or injury or death resulting in any way from the Association's clearing of, or failure to clear, snow as aforesaid.

(iii) The Association shall be responsible for maintaining, repairing and replacing parking spaces not located on the Lots, if any.

(iv) All spaces, interior partitions, and other fixtures and improvements within the boundaries of a Single Family Dwelling are part of that Single Family Dwelling and are the Owner's responsibility to maintain, repair and replace. Any glass surfaces, doors, doorways, doorsteps, storm doors, screen doors, garage doors, garage door openers and mechanisms, garage interior surfaces, walks, sidewalks, skylights, exterior light fixtures, lawns and gardens in patio areas whether open or enclosed, shutters, awnings, windows and components of windows, window boxes, air conditioning units, stoops, mailboxes, utilities, utility meters, porches (including steps), balconies, individual decks, patios, handrails, driveways and other fixtures designated to serve a Single Family Dwelling, but located outside the Single Family Dwelling's boundaries, are allocated exclusively to that Single Family Dwelling and are the Owner's responsibility to maintain, repair and replace.

(v) Notwithstanding any provision of this Indenture to the contrary, the Association shall not be responsible for the maintenance of Owner installed landscaping, including, without limitation, gardens, trees, bushes, shrubbery or the like ("Owner-Installed Landscaping"). Furthermore, each and every Owner, its principal(s), shareholder(s), partners, agents, family members, invitees and guests, hereby release and hold harmless the Declarant (including any successor builder or developer) and the Association, and their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees, from and against any damage to Owner-Installed Landscaping which arises out of, relates to or results from the Association's maintenance of landscaping installed by Declarant (including, without limitation, grass mowing of areas sodded by Declarant and/or overspray of Association applied fertilizers, chemicals, and other lawn and landscaping treatments).

(vi) Omitted.

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(m) The Association may change insurance coverages from time to time in its discretion. It shall be each Owner's responsibility to determine what such coverage entails and to provide for all other necessary insurance for the Single Family Dwellings. Except to the extent specifically provided for herein, neither the Declarant nor the Association shall be responsible for, or have any obligation to make or perform, capital improvements to the Properties or the Single Family Dwellings, or maintenance, repair or replacement of any portion of a Lot or Single Family Dwelling on a Lot which is damaged or destroyed by a casualty event, or which is or could be covered, in whole or in part, by an Owner through its homeowner's or other insurance policies (whether or not such insurance is actually obtained and maintained by an Owner). Notwithstanding any of the foregoing or any other provision hereof to the contrary, it is the intent that the Association have the greatest flexibility to make decisions regarding insurance coverages, changing insurance products, deductible amounts, coverage amounts, what improvements are covered, what liabilities are covered, premiums, when and if to file claims, how to adjust claims, and what damage (whether insured or not) should be repaired or restored in whole or in part by the Association. In furtherance of the foregoing, the Board may, by majority vote, without approval or vote of the Owners, amend any portion of the Indenture dealing with insurance and repairs to improvements, including specifically without limitation this paragraph and Section 9(I) hereof, by executing and filing an amendment to the Indenture in the public records. In addition, and notwithstanding any provision of this Indenture to the contrary, if the Board elects, in its sole discretion, to perform maintenance or make repairs or replacements to any portion of a Lot or Single Family Dwelling on a Lot which is damaged or destroyed by a casualty event, then the Owner of such Lot or Single Family Dwelling shall pay the Association all insurance proceeds covering such damage, all deductible amounts, all underinsured amounts, and all other expenses incurred by the Association in connection with such maintenance, repair or replacement. At the election of the Board, such deductible amount, underinsured amounts and other expenses shall be special assessments on the particular Lots affected.

(n) Omitted.

(o) The Board may remove any signage erected or constructed anywhere within the Properties which signage was not approved by the Board and is not otherwise specifically allowed hereunder.

(p) Where this Indenture refers to a right, duty, power or obligation of the Board it shall be deemed to be the right, duty, power or obligation of the Association and not the individual Directors.

10. USE RESTRICTIONS

(a) The restrictions found in the Master Indenture shall apply to the Lots and Owners. Nothing contained in this Indenture shall restrict, limit, inhibit or prevent the Declarant, its successors or assigns from developing the Properties and building residences and selling the same.

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(b) No building or structure shall be used for a purpose other than that for which the building or structure was originally designed, without the prior written approval of the Board.

(c) No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the maintenance of such facilities as are incident to the sale of residences nor the carrying on of promotional activities by the Declarant, or any successor builder-developer, nor the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances.

(d) No signs, advertisement, billboards, or advertising structures of any kind may be erected, maintained or displayed on any Lot; provided, however, that nothing herein shall prohibit (A) Owners from placing on "For Sale" or "For Rent" sign (not to exceed 2 feet x 4 feet in dimension) on a Lot or (B) signs erected or displayed by Declarant or by successor builder-developers in connection with the development of the Properties and the sale, rental, and/or construction of improvements on the Lots.

(e) No outdoor playground structures shall be permitted to stand outside of the enclosed Single Family Dwelling on any Lot without the prior written approval of the Board.

(f) No lawn ornaments or any other form of yard art shall be allowed to be placed upon any portion of the Common Properties or any exterior portion of a Lot.

(g) No above-ground or inground swimming pools shall be allowed, constructed or placed upon any Lot in any portion of the Properties.

(h) No perimeter fences or perimeter screening of any kind shall be erected or maintained on any Lot, as the same may impeded or hinder the Board or the Association or their designee from performing maintenance or other tasks on any Lot as permitted or required hereunder. Notwithstanding anything to the contrary in the foregoing, no other fences or screening of any kind shall be erected without the prior written consent of the Board as to location, material and height, and the decision of the Board to approve or reject a fence shall be conclusive. Nothing herein contained shall (i) prevent placement of fences by the Association on the Common Ground, (ii) affect or limit the rights of Declarant to erect privacy fences pursuant to Section 2(f) hereof, or (iii) prevent the Association from requiring fencing or screening to be erected around improvements located on any patio or other exterior portion of a Single Family Dwelling. The Board may require an application be submitted setting forth the proposed location, material and height of all such fences.

(i) No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored in the open on any Lot, but shall be kept secured within the improvements located on each Lot; provided that after sunrise on any day designated for trash pick-up, trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pick-up; provided further that trash cans or receptacles shall be removed and secured within the improvements for each Lot prior to sundown of the same day.

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(j) No Owner or occupant of any Lot in the Property shall construct any lawn sprinkler system on the Property. The costs of operation, maintenance, repair, and replacement of such lawn sprinkler systems, if any, shall be assessable against the Lot Owners pursuant to the terms of Section 5 of this Indenture. To the extent that any damage to a lawn sprinkler system or any portion thereof servicing a Lot or the Common Properties is caused by an Owner, such Owner shall pay for all costs and expenses incurred by the Association in connection with making repairs to the damaged lawn sprinkler system. At the election of the Board, all such expenses shall be special assessments on the Lot owned by the Owner causing the damage.

11. OMITTED

12. LEASES

Each Owner shall have the right to lease or rent the Single Family Dwelling for single family residential purposes only, subject to the following requirements:

(a) Every lease or rental agreement shall be in writing, and shall be subject to all provisions of this Indenture as amended from time to time. Further, the lease or rental agreement shall be deemed to incorporate the rules and regulations of the Association by reference and shall include the provisions that any violations of (A) the rules and regulations; (B) the Indenture as amended; or (C) the covenants and conditions of the lease or rental agreement itself other than nonpayment of rent, shall be the basis for termination of the lease or rental agreement.

(b) Every proposed lease or rental agreement shall be subject to the Board's approval so as to assure compliance with this Section.

(c) Every lease or rental agreement shall appoint the Board in its sole and absolute option and discretion, to act as an agent for the Owner for the purpose of enforcing the terms, covenants and conditions of the lease or rental agreement, other than the non-payment of rent. If any such violation is not cured within thirty (30) days or such shorter time that may be provided in the lease or rental agreement, the Board shall have the right of action to evict or otherwise terminate the lease or rental agreement or the tenant's possession to the Single Family Dwelling under the rent and possession laws or unlawful detainer laws of the State of Missouri. The Directors shall have no liability to the Owner or the tenant on account of any action taken to evict or otherwise terminate the lease of the tenant's possession of the Single Family Dwelling.

(d) Every lease or rental agreement shall have a minimum initial term of one (1) year.

(e) Every lease shall be subject to the rules and regulations as promulgated by the Directors from time to time.

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13. GENERAL PROVISIONS

(a) Any subsequent builder or developer shall be responsible in the same manner as Declarant and THI with respect to that portion of the Properties developed by said builder/developer for construction of all major improvements.

(b) The Board, or the Owner of any Lot subject to this Indenture, shall have the right to enforce, by any proceeding at law or in equity, all of the covenants, conditions, restrictions and provisions hereof, either to restrain or enjoin a violation or threatened violation or to recover damages. Failure or forbearance by the Board or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any legal action filed by the Board against an Owner or if the Board retains legal counsel without filing a legal action in order to enforce any covenant or restriction herein contained or adopted pursuant to Board rules or regulations of any action to recover damages on account of breach of any such covenant, restriction, rule or regulation, the Owner shall be personally liable for and pay the Board' reasonable attorneys' fees and costs incurred with or without legal action. If the attorneys' fees and costs are not paid by the Owner within thirty (30) days after the Board has given written notice thereof to the Owner by certified mail, return receipt requested, then the fees and costs shall thereafter bear interest at the rate provided in Section 5(g) hereof and the Board may execute and acknowledge an instrument reciting the debt and causing the instrument to be recorded in the Office of the Recorder of Deeds of Clay County, Missouri, thereupon the debt shall become a continuing lien on the Lot and the improvements thereon which shall bind the Owner, his or her heirs, successors and assigns. The lien shall be enforceable and governed by Section 5 of this Indenture.

(c) This Indenture and the provisions herein may be amended, modified or changed from time to time by Declarant, so long as Declarant owns a Lot, by recording such amendment in the office of the Recorder of Deeds of Clay County, Missouri. Thereafter, subject to the requirements of Section 4, this Indenture and any part thereof may be altered or amended, by a written agreement approved by the vote of two-thirds (2/3rds) of the Owners at a meeting of the Owners, or the consent given in writing and signed by members holding at least eighty percent (80%) of the voting power pursuant to Section 6(k) hereof; and such written alteration or amendment, recorded with the Office of the Recorder of Deeds for Clay County, Missouri, shall become a part of the provisions and restrictions of this Indenture. No such amendment, modification or change shall reduce the obligation or right granted to or imposed upon the Board with respect to maintenance obligations and the power to levy assessments therefor or to eliminate the requirement that there be Directors unless some person is substituted for the Directors with the responsibility and duties of such Directors.

(d) In connection with the sale of all or part of the Properties subject to this Indenture, Declarant shall have the right to assign to such purchaser the rights herein reserved or granted to Declarant.

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(e) Any notice required to be sent to any member or Owner under the provisions of this Indenture shall be deemed to have been properly sent when mailed, postage prepaid, to the address shown on the real estate tax assessment records of Clay County, Missouri or any appropriate municipality for each Owner.

(f) Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

(g) In the event that the Declarant exercises its option to appoint a second and/or third Director nominated by the Association as set out in Section 6(b)(iv) above thereby giving the Association control of the Board, the Declarant and/or successor builder-developers shall retain the sole and exclusive right to exercise all powers heretofore granted to it under the terms of this Indenture pertaining to or in any way related to the continuation of development of the Properties until such development is completed. The Board shall not interfere with the orderly development of the Properties or the rights of Declarant in such development. It is the intent of this provision that once control of the Board is vested in the Association that such Board shall exercise (independent of Declarant control) all governance powers and duties as provided in this Indenture including, but not limited to, the budget, assessments and other matters which will come under their exclusive control upon the sale of one hundred percent of the Lots to persons or entities other than a successor builder or developer. The control of the completion of the development and all rights and powers necessary and appurtenant thereto shall remain exclusively and solely in the Declarant; provided however, the Board shall execute any and all documents necessary for the proper exercise of the powers and rights set forth and reserved herein to Declarant. For the period after Declarant no longer exercises control of the Board due to accelerated appointment pursuant to Section 6(b)(iv) and prior to the date Declarant has sold and conveyed 95% of the Lots which may be subjected to this Indenture to persons or entities other than a successor builder or developer, the maintenance, services and operations of the Association and Board shall be operated at the times (both as to hours and days) and in the manner (specifically, without limitation, as to quality of maintenance) which is substantially equivalent to the operation which was provided by the Declarant controlled Board, unless any such deviation is specifically approved in writing by Declarant. The provisions of this Subsection may not be modified or amended without the written consent of Declarant so long as Declarant owns any Lot in the Properties.

(h) In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Association, for any public purpose, the Board, during the period of this Indenture as well as the times fixed for the appointment or election of Directors, are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisition by eminent domain become necessary, only the Board need be made parties, and in any event, the proceeds received shall be held by the Board for the benefit of those entitled to the use of the common property, roads or easements.

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(i) Declarant, while Declarant owns a Lot, and/or the Board may amend this Indenture as necessary to satisfy the requirements or guidelines of the Federal Housing Administration, Veterans Administration or any secondary mortgage market agency that insures or guaranties mortgage loans.

(j) Any exercise or enforcement by Declarant of its rights or powers as authorized or set forth in this Indenture, including but not limited to its rights with respect to amending the terms and provisions hereof, shall not in any way be deemed to cause a forfeiture, elimination, release, reduction, modification or transfer of Declarant's rights, powers and remedies as set forth herein except as specifically provided otherwise.

(k) Declarant, so long as Declarant owns a Lot, and/or the Board, at any time, shall have the right, without consent of the Board (in the case of Declarant) or Owners, to amend this Indenture to delete any portion of the Properties subject hereto which is owned by Declarant (provided Declarant approves such deletion in writing) or add any property which is subject to the Master Indenture and owned by Declarant to the Properties subject hereto and the owners of such added property shall be Owners hereunder and such added property when platted shall be included within the definition of Lot(s) or Common Properties hereunder, as designated by Declarant.

NEITHER THE ASSOCIATION NOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE COMMUNITY NOR SHALL THEY BE LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF MEASURES UNDERTAKEN, IF ANY. ALL MEMBERS, OWNERS AND OCCUPANTS OF ANY UNIT, AND ALL TENANTS, GUESTS AND INVITEES OF ANY OWNER, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD AND DECLARANT, DO NOT REPRESENT OR WARRANT THAT: ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM, GATEHOUSES, ROVING PATROL, ELECTRONIC MONITORING SYSTEM OR OTHER SUCH SYSTEMS, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE ASSOCIATION MAY NOT BE COMPROMISED OR CIRCUMVENTED; THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SUCH SYSTEMS WILL PREVENT LOSS; NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, GATEHOUSE, ROVING PATROL OR OTHER SUCH SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH MEMBER, OWNER AND OCCUPANT OF ANY UNIT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND DECLARANT, ARE NOT INSURERS AND THAT EACH MEMBER, OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST AND INVITEE OF ANY MEMBER OR OWNER ASSUMES ALL RISKS OF LOSS OR DAMAGE TO PERSON OR PROPERTY. ALL OWNERS HEREBY AGREE TO HOLD DECLARANT (AND ITS SUBSIDIARIES AND AFFILIATED ENTITIES), THE ASSOCIATION AND THEIR SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, GOVERNORS, AGENTS AND

19408.2

The Enclave at Brentwood Manor Indenture

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EMPLOYEES, HARMLESS FROM ANY INJURIES, DAMAGES, LOSSES, OR CLAIMS ARISING FROM OR IN CONNECTION WITH THE OCCURRENCE OF ANY CRIMINAL OR OTHER UNLAWFUL ACTIVITY OF SUCH OWNER. DECLARANT AND ASSOCIATION AND THEIR SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, GOVERNORS, AGENTS, AND EMPLOYEES, SHALL NOT BE BOUND BY ANY PRIOR OR PRESENT TERMS, STATEMENTS, REPRESENTATIONS, CONDITIONS, OBLIGATIONS OR WARRANTIES, ORAL OR WRITTEN, IMPLIED OR EXPRESS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE NOT CONTAINED IN THIS INDENTURE. NEITHER DECLARANT NOR THE ASSOCIATION ARE RESPONSIBLE FOR THE SECURITY OF THE OWNERS AND THEIR FAMILY MEMBERS, TENANTS, INVITEES, LICENSEES AND GUESTS AND THE GUESTS, INVITEES AND LICENSEES OF THEIR TENANTS. ALL OWNERS ARE ADVISED TO NOTIFY THE APPROPRIATE POLICE OR SHERIFF'S DEPARTMENT OF ANY AND ALL HEALTH AND PROPERTY EMERGENCIES IN THE COMMUNITY.

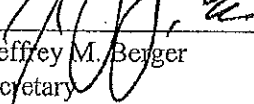
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Clay County, Missouri
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IN WITNESS WHEREOF, the undersigned have executed this Indenture the day and year first above written.

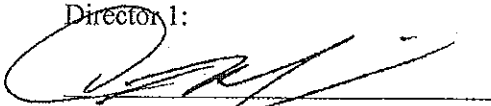
DECLARANT:

MCBRIDE & SON HOMES LAND
DEVELOPMENT, INC., a Missouri
corporation

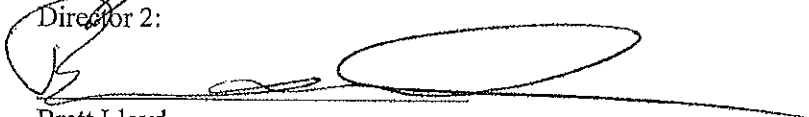
By: 
Name: Jeffrey M. Berger
Title: Secretary

CONSENT OF THE DIRECTORS OF THE
ENCLAVE AT BRENTWOOD MANOR
HOMEOWNERS' ASSOCIATION, a Missouri
nonprofit corporation

Director 1:


Dennis Shriver

Director 2:


Brett Lloyd

Director 3:


Will Long

Being all of the Directors

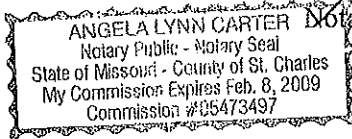
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STATE OF MISSOURI)
COUNTY OF St. Louis) ss.

On this 14th day of September, 2007, before me appeared Jeffery M. Berger, to me personally known, who, being by me duly sworn, did say that he is the Secretary of McBride & Son Homes Land Development, Inc., a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Jeffrey M. Berger 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 in the County and State aforesaid, the day and year first above written.

Angela Lynn Carter



My term expires:
(SEAL)

STATE OF MISSOURI)
COUNTY OF CLAY) ss.

On this 18th day of September, 2007, before me personally appeared Dennis Shriver, to me known to be the person described in and who executed the foregoing instrument, and 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 in the County and State aforesaid, the day and year first above written.

Eric B. Spangler
Notary Public



My term expires:
(SEAL)

Clay County, Missouri
Unofficial Document

STATE OF MISSOURI)
) ss.
COUNTY OF Clay)

On this 18th day of September, 2007, before me personally appeared Brett Lloyd, to me known to be the person described in and who executed the foregoing instrument, and 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 in the County and State aforesaid, the day and year first above written.

Eric B. Spangler
Notary Public

My term expires:
(SEAL)



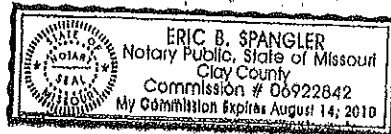
STATE OF MISSOURI)
) ss.
COUNTY OF Clay)

On this 18th day of September, 2007, before me personally appeared Will Long, to me known to be the person described in and who executed the foregoing instrument, and 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 in the County and State aforesaid, the day and year first above written.

Eric B. Spangler
Notary Public

My term expires:
(SEAL)



Clay County, Missouri Unofficial Document

EXHIBIT A LEGAL DESCRIPTION

THE ENCLAVE AT BRENTWOOD MANOR

A replat of Lots 1, 2 and 3, BRENTWOOD MANOR – FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri, and a subdivision of land in the Southwest Quarter of Section 35, Township 52, Range 32, Kansas City, Clay County, Missouri, being bounded and described as follows: Commencing at the Northwest corner of said Southwest Quarter; thence South 0°30'47" West along the West line of said Southwest Quarter, 668.08 feet to the True Point of Beginning of the tract to be herein described; thence North 90°00'00" East, 384.36 feet; thence Northerly on a curve to the left, having an initial tangent bearing of North 05°03'11" West, a radius of 875.00 feet, a central angle of 0°56'45", an arc distance of 14.44 feet; thence North 84°00'04" East, 50.00 feet; thence North 73°26'21" East, 154.07 feet; thence South 04°10'19" East, 153.78 feet; thence South 03°46'44" West, 141.34 feet to a point on the Westerly line of said BRENTWOOD MANOR – FIRST PLAT; thence South 17°37'11" West along said Westerly line, 235.49 feet; thence South 20°18'30" West along said Westerly line, 68.26 feet; thence South 29°56'42" West along said Westerly line, 338.36 feet; thence South 06°57'44" West along said Westerly line, 64.82 feet; thence South 54°40'47" East along said Westerly line and its Southeasterly prolongation, 121.02 feet to a point on the Westerly right-of-way line of N Farley Avenue, as now established; thence Southerly along said Westerly line, on a curve to the left, having an initial tangent bearing of South 19°20'26" West, a radius of 525.00 feet, a central angle of 08°21'02", an arc distance of 76.52 feet; thence South 10°59'24" West along said Westerly line and its Southerly prolongation, 127.79 feet; thence South 18°38'16" West, 37.57 feet; thence South 10°59'24" West along said Westerly line, 135.38 feet to a point on the Northerly line of Tract B, said BRENTWOOD MANOR – FIRST PLAT; thence North 66°17'02" West along said Northerly line, 139.20 feet; thence North 50°26'42" West along said Northerly line, 114.47 feet; thence North 37°28'19" West along said Northerly line, 198.22 feet to a point on the aforementioned West line of said Southwest Quarter; thence North 0°30'47" East along said West line, 1028.43 feet to the True Point of Beginning. Containing 13.00 acres, more or less.