



Of Cape County

CAPE OFFICE: 2511 Independence, Suite 100, Cape Girardeau, MO 63703

Bus: 573-335-8111 — Fax: 573-335-8187

JACKSON OFFICE: 510 W. Main St., Jackson, MO 63755

Bus: 573-243-2555 — Fax: 573-243-2559

Dalhousie Covenants, Conditions and Restrictions for the Highlands

<u>Date</u>	<u>Covenant#</u>	<u>Phase V - SOLD</u>
10/30/06	15430	This is a copy of the Original Covenants (12062) that were recorded on 7/12/04 in Plat Book 22, Page 34 This new Covenant, 15430, combines Lots M303 & M304 and are recorded in Plat Book 23, Page 64

RECORD FILE
City of Cape Girardeau
Division of Planning Services
Final Release for Plot Reopening

RECORD PLAT
City of Cape Girardeau
Division of Planning Services
Final Release for Plat Recording

100

S NORTH FROM
MISSOURI STATE PLANE
COORDINATE SYSTEM

DAHOUSE LLC., OWNER IN FE OF ALL OF LOTS 4303 AND 4304 OF THE HIGHLANDS AT DAHOUSE - PHASE 1, A SUBDIVISION ON FILE IN THE LAND RECORDS OF CARBONDALE COUNTY IN PLAT BOOK 22 AT PAGE 34, BEING PART OF FRACTIONAL SECTION 16, TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY AND COUNTY OF CARBONDALE, STATE OF MISSOURI, DESCRIBED AS FOLLOWS:

[illegible]

Elizabeth Ann Domarowski
Secretary, Preslick Group Inc.
Executive Member

Debra Davis, J.D. C.
S. Carol Lombardi
President, Prestwick Group Inc.
Winning Member

STATE OF MISSOURI
County of Cape Girardeau

On this 14 day of October AD 2008, before the undersigned, Natory Public, in and for the County and State of Missouri, personally appeared E. Coudine Demba-Zand, President, and Elizabeth Ann Demba-Zand, Secretary, of FirstLink Group, Inc., Managing Member of Baltimore LLC, a Missouri Limited Liability Company, to me known to be the person described in and who executed the foregoing instrument and who acknowledged that they executed the same on behalf of and as officers of said company, a Missouri Corporation, Managing Member of Baltimore LLC, a Missouri Limited Liability Company, and that they executed the same as their true 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.

William Clark - 5th
Notary Public

Filed for record in the office of the County
day of _____ A.D. 2026.

James J. Schertz
Isabel Robert, County Recorder

I, Carol L. Linnard, City Clerk of the City of Cape Girardeau, Missouri, hereby certify that this plot was approved by the City of Cape Girardeau, Missouri, by Ordinance No. 3706 passed and approved this 16th day of November, A.D. 2005.

Shirley A. Pineda
City Clerk

TOTAL AREA OF SUBDIVISION 142 ACRES BUILDING SETBACKS (FOR R-1 ZONING) 20' FRONT SETBACKS 25' REAR SETBACKS 6' SIDE SETBACKS	DEVELOPER OF SUBDIVISION AND PLAT PREPARED FOR: DAHOUSE LLC, C/O MARK MOORELL 805 S. 10TH AVE. CAPE GIRARDEAU, MO 63703 PLAT PREPARED BY AND LAND SURVEYING SERVICES PROVIDED BY: KOSHLER ENGINEERING AND LAND SURVEYING, INC CAPE GIRARDEAU, MO 63701 (573) 335-3028 PLAT BOOK REFERENCES THE HIGHLANDS AT DALLHOUSE - PHASE 1 PLAT BOOK 22, PAGE 3
---	--

— FOUND IRON ROD
 - - - - - SETBACK LINE
 — EASEMENT LINE
 — SUBDIVISION BOUNDARY LINE
 — LOT/ADJOINING PROPERTY LINE

FUTURE DEVELOPMENT
OF FORMER

THIS SURVEY OF A TRACT OF SUBURBAN PROPERTY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF MISSOURI AS MADE EFFECTIVE OCTOBER 30, 2003.

GRAPHIC SCALE



(IN FEET)
inch = 40 ft.

1. Incb = 40 ft.

Professional Engineers & Land Surveyors

194 Coker Lane
Cape Girardeau, Missouri 63701

h: (573) 335 - 5026 Fax: (573) 335 - 3026

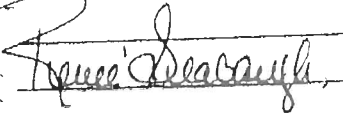
CRANK IN	TYLER STEFFENS	REVISION NO	DESCRIPTION
CHANGED BY:	WAYNE KOEHLER		
REVIEW DATE:	JUNE 2008		
DESIGNED DATE:	8-21-06		
DESIGNED BY:			
CHANGED BY:			

2006-15430

REC FEE: \$60.00
PAGES: 13

JANET ROBERT, Recorder of
Deeds, Cape Girardeau
County MO, certify that
this document was filed
for record at 09:51AM
and official seal affixed
at Jackson, MO. 11/01/2006

JANET ROBERT
Recorder of Deeds

 Deputy



M303 + M304

(Space above reserved for Recorder of Deeds Certification)

Title of Document: Declaration of Covenants, Conditions and Restrictions for
the Highlands at Dalhousie - Phase V

Date of Document: October 30, 2006

Grantor(s): The Highlands at Dalhousie - Phase V

Grantee(s): The Highlands at Dalhousie - Phase V

Mailing address of Grantees: Dalhousie, LLC
P.O. Box 1149
Cape Girardeau, MO 63701

Legal Description: See Exhibit "A"

Reference Book and Page(s):

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE HIGHLANDS AT DALHOUSIE - PHASE V

This Declaration is entered into this 30 day of October, 2006, by Dalhousie, L L C , a Missouri limited liability company, hereinafter referred to as "Developer" or "Owner",

ARTICLE I

1 1 **Real Estate** The Developer owns the real estate described in Exhibit "A", which Exhibit is attached hereto and made a part hereof and is shown on the plat of The Highlands at Dalhousie - Phase V (hereinafter "subdivision") as recorded in the Office of the Recorder of Deeds of Cape Girardeau County, Missouri, and Plat Book 23 at Page 64. All references to lots, roads, easements, or other geographical references or pertain to the items shown in said plat

1 2 **Purpose.** For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots constituting The Highlands at Dalhousie - Phase V, the developer hereby declares that all of the property shown on said plat and each and every lot located therein, shall be subject to the covenants, conditions and restrictions, and charges which are hereinafter set out, except where specific exceptions are indicated in this declaration, and that each and every lot when sold, shall be sold subject to said covenants, conditions, restrictions, and charges, which shall run with the land and shall be binding upon all parties having any right, title or interest in any of said lots or any part of any such lots, their heirs, successors and assigns, and shall inure to the benefit of each owner of such lots

ARTICLE II
BUILDING AND DESIGN DECISIONS

2 1 **Creation and Purpose.** No dwelling or other structure shall be erected, placed, altered or remodeled on or upon any lot until the construction plans, specifications, types of materials, exterior plans, cost estimates, the building contractor and a plat plan showing the location of the structure has been approved by the developer. Developer reserves the right to reject any home plan he feels would not contribute to the appearance of this subdivision. The developer may select other persons to serve on a building committee to approve such construction plans

2 2 **Liability.** The developer shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this Declaration, and the developer shall not have any liability, responsibility or obligation whatsoever for any decision or lack thereof, in the carrying out of duties under this Article. The responsibility to comply with all the terms of this declaration shall rest with the owner of any of the lots purchased from the developer or any other person or entity. Each

property owner, by purchasing any lot in this subdivision agrees to save, defend and hold harmless the developer, each of its agents and employees, successors and assigns, from any activities of the developer relating to the decisions or omissions of decisions under this Article or any other provisions of these Declarations. The owners of any lots in the subdivision expressly agree that the Developer is not required to develop the remaining portion of the real estate set forth in the plat mentioned herein. The time table for development and the method and manner in which the remaining property will be developed is solely within the discretion of the Developer on those lots or other parcels of property that the Developer retains ownership.

2.3 **Developer's Successor** The Developer reserves the right to fully assign all of the rights and obligations it has under these Declarations at any time.

2.4 **Good Faith and Fair Dealing** Any person or entity that purchases this property from the Developer or any other person or entity expressly agrees that they are waiving the implied covenant of good faith and fair dealing. One of the purposes of this waiver is that any decision made by the Developer or his successor under these Declarations can be made by Developer or his successor, in its sole discretion, with no ascertainable standard for those decisions and without any liability therefor.

ARTICLE III **APPROVAL OF BUILDING PLANS**

3.1 **Pre-Construction Approval of Site Plan.** Any property owner seeking to construct a new home or other appurtenant structure, including outbuildings, fences, gazebos, decks, hot tubs, swimming pools or similar items, or seeking to add to or modify any portion of the exterior of any existing home, shall submit a building site plan to the Developer for review and approval before any construction or pre-construction work may begin. The site plan must show the proposed location of the residence, any outbuildings, septic tank, drain field areas, utility services, driveway, fence, pool and any other proposed improvements, and shall also include proposed landscaping, including any plans for tree removal and/or land clearing.

3.2 **Pre-Construction Approval of Building Specifications** Prior to the construction of any residence or exterior structure upon any lot, the building plans, specifications, exterior color scheme, materials, location, elevation, height, grade and landscaping thereof shall be submitted to the Developer for review and approval. Once approved, no change or alteration in such building plans, specifications, exterior color scheme, materials, location, elevation, grade and landscaping thereof may be made until such change or alteration has been submitted to and approved by the Developer.

3.3 **Approval of Additions, Alterations or Modifications** Following the completion of construction of any residence or exterior structure, no exterior colors or landscaping thereof or with respect thereto shall be changed and no exterior addition,

alterations or modifications to any structure shall be made unless and until the changes have been submitted to and approved by the Developer. A modification of the home exterior shall include decks, hot tubs, patios, pools and similar alterations or addition if they were not included at the time the original building plans and specifications were submitted and approved. Replacements of all or any portions of a structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same material as the original structure unless the changes have been submitted to and approved in writing by the Developer.

3.4 **Approval of Builder/Contractor** Prior to the construction of any residence or exterior structure upon any lot, or prior to the commencement of any additions or alterations, as the case may be, the property owner shall furnish the Developer with the name and address of the proposed builder or contractor, including the general contractor and all contractors involved in the construction, and shall obtain the Developer's approval of said contractor.

3.5 **Preconstruction Approval of Grade and Shape of Building Lot.** Prior to the construction of any residence or exterior structure upon any lot, the property owner shall submit, in addition to the site plan and building specifications set forth in Paragraph 3.1 and 3.2 hereof, a grading and shape plan that will outline and set forth any proposed changes to grade or shape of the lot and the proposal for the removal or addition of any soil, rock or retaining wall. Once approved, no further change or alternation in such plan shall be made that has not been submitted to and approved by the Developer.

ARTICLE IV **BUILDINGS AND IMPROVEMENTS**

4.1 **Building Material Requirements** Exterior walls of all residences and all appurtenances thereto shall be of brick, stone, stucco or "Dryvit" (or a similar substance known by any other trade name), wood shingles, wood siding, wood paneling, plate glass, or any combination thereof. There shall be no earth contact or log cabin homes constructed. Also, no home shall contain any vinyl siding. All windows shall be constructed of glass, wood, metal or vinyl clad and wood laminate. All exterior doors and louvers shall be constructed of wood, metal clad and wood laminate, colored metal (other than silver) and glass. All exterior doors shall be functional. Roofs shall be covered with wood shingles, wood shakes, slate or other architectural or standard style fiberglass shingles. Any building products that may come into general usage for dwelling construction of comparable quality and style in the area after the date hereof shall be acceptable if approved in writing by Developers. All wood exteriors, except roofs and shake side walls, shall be covered with a workmanlike finish of two coats of high quality paint or stain. All exterior basement foundations and walls which are exposed in excess of 12 inches above final grade shall be painted the same color as the residence or covered with the same material used on the main structure.

4.2 **Garage** Each home shall have a minimum two car garage

4.3 **Driveways** No driveway shall be constructed in such a manner as to allow access to another lot in the subdivision or street that is not a part of The Highlands at Dalhousie - Phase V. All driveways must be paved, concrete or asphalt, from curb of street up to the garage within one (1) year after occupancy. Each driveway shall be a minimum of twelve foot in width.

4.4 **Minimum Floor Area**. No residence shall be constructed upon any lot in the subdivision unless

- (a) Any single story dwelling shall have a minimum of 2,400 square feet of furnished living space, excluding basement, patios, decks, enclosed or open porches and garage. The pitch of the roof on a single story shall be 6/12 or steeper with no fewer than 5 changes of direction cuts for the front of the house.
- (b) Any one and one-half story dwelling shall have minimum of 3,000 square feet of finished living space excluding basement, patios, decks, enclosed or open porches and garage. The pitch of the roof on a one and one-half story dwelling shall be 6/12 or steeper with no fewer than 5 changes of direction cuts for the front of the house.
- (c) Two story dwellings shall have a minimum of 3,200 square feet of finished living space, excluding basement, patios, decks, enclosed or open porches and garage. The pitch of the roof on a two story dwelling shall be 6/12 or steeper with no fewer than 5 changes of direction cuts for the front of the house.

4.5 **Set Backs** All buildings, including porches, porticoes, stoops, balconies, bay and other windows, eaves, chimneys and other similar projections, shall be located within the building set back lines shown on the plat for each particular lot. If there are no building set back lines shown on the plat applicable to a particular lot or lots, then no buildings shall be located on those lots nearer than seventy-five feet from the front line located at the center of the street, or nearer than fifty feet from any side lot line, or nearer than seventy-five feet from the rear lot line.

4.6 **Outbuildings** The only permissible outbuildings will be a pool house or detached garage. These outbuildings shall be in similar style and construction of the residence located on the same lot and all are subject to written approval by the Developer. There shall be no dog houses or other outbuildings that house animals or pets.

4.7 **Utilities.** The utility easements delineated on the plat may be used for the purpose of constructing, operating and maintaining wires, pipes, conduits or other transmission systems and appurtenances for electric, natural gas, telephone, water, sewage, storm water, video or cable television, and all other services in the nature of public utility. All lines or wires for telephone, power, cable television, or otherwise shall be placed underground, and no such wires shall be shown on the exterior of any building unless the same shall be in a conduit attached to the building.

4.8 **Septic tank and Drain Field** There shall be no septic tank or drain fields permitted.

4.9 **Storm Water Drainage** All lot owners shall provide and maintain proper facilities to control storm water run-off onto adjacent properties and to ensure that sediments do not enter the natural drainage system. When and if a sanitary sewer collection system becomes available for use by lots in the Subdivision, no water from any roof, downspout, basement or garage drain or surface drainage shall be placed in or connected to any sanitary sewer line, nor shall any other connection of any kind be made to a sewer line without the proper written approval of the Developer.

4.10 **Completion of Construction** Unless the following time period is expressly extended by the Developer in writing, when construction begins on a residence on any lot, work must proceed diligently and must be completed within 500 days. No residence shall be occupied and used as a dwelling until it has been completed.

4.11 **Obligation to Repair and Rebuild** Each property owner, at such owner's sole cost and expense, shall repair such owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. If all or any portion of a residence is damaged or destroyed by fire or other casualty, or by vandalism, it shall be the duty of the owner, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner that will substantially restore it to its appearance and condition immediately prior to casualty. Reconstruction shall be undertaken within 180 days after the damage occurs, and shall be completed within 500 days after the damage occurs, unless prevented by causes beyond the control of the owner.

4.12 **Greenbelt Area** In order to ensure the use of the subdivision property for attractive, residential purposes only, to prevent the impairment of the natural attractiveness of the lots located within the Subdivision, and to maintain the desired look and atmosphere of the Subdivision for the benefit of each and every individual future lot owner, each property owner shall exercise as much care as is possible to retain the natural vegetation, trees and other similar growth located on each lot. Prior to the removal of any such growth, plans detailing such removal shall be submitted to the Developer for the Developer's review and comments. Such plans shall include the

location of all trees that are six (6) inches or more in diameter, measured two (2) feet above the ground. The design and location of all structures shall attempt to save such trees, except to the extent that they may become dangerous or hazardous or impede proper drainage or development of the lot. In the event any such tree is removed without approval of the Developer, the property owner, upon order by the Developer, shall replace the tree with a similar tree specified by the Developer. Notwithstanding the foregoing, nothing shall prevent a lot owner from cutting weeds and underbrush, mowing grass, removing dead trees or trees less than six (6) inches in diameter, or taking measures to destroy (by cutting, spraying, etc.) noxious or poisonous plants such as poison ivy, poison oak, etc. It shall be left to the discretion of each individual lot owner as to whether they desire to leave the wooded area on their particular lot in a completely natural state, or whether they desire to mow and trim said area, or landscape the area with additional trees, plants, flowers, shrubs, ground covering, etc.

4.13 **Landscaping.** Within 60 days after occupancy of any residence, all lawns, which shall include all areas located between the residence and any adjacent street, regardless of the existence and location of the street right-of-way line, shall be fully sodded or seeded, and shall remain fully sodded or seeded at all times thereafter, provided, however, that the lot owner may leave a portion of the lot as a natural area with the express permission of the Developer. The owner of each lot shall keep the lawn uniformly mowed at a height not to exceed 5 inches, and shall properly maintain all trees, shrubs and other landscaping in such a manner as to keep the lot neat and attractive.

ARTICLE V **PERMITTED AND PROHIBITED USE**

5.1 **Single Family Residences** The Subdivision shall be a single-family private residential subdivision and shall be used solely for residential purposes. None of the lots may be improved, used or occupied for other than single-family, private residential purposes. No buildings, other than single family residential buildings together with a detached garage and/or such other accessory buildings as may be approved by the Developer shall be permitted. No residential building which has previously been at another location shall be moved onto any lot, and no mobile homes or manufactured homes may be erected on any lot.

5.2 **No Commercial Businesses** No residence or exterior structure shall ever be placed erected, or used for business, professional, trade or commercial purposes on any lot, provided, however, that this restriction shall not prevent an owner from maintaining an office area in his residence. In the event a lot owner desires to conduct a commercial business out of his home, he must first obtain specific approval by the Developer. No residence shall be used for the manufacture, sale or storage of any product or service without the express written consent of the Developer.

5.3 **No Subdividing** No lot shown on the recorded plat of Prestwick Plantation may be hereafter subdivided without the express written approval and consent of the Developer, which consent shall be evidenced by the recording of an amended plat signed by the Developer in addition to the owners of the lot being affected

5.4 **Outbuildings** No outbuilding, garage, shed, tent, trailer, or temporary building of any kind shall be used at any time as a residence, temporarily or permanently, on any lot

5.5 **Signs** No sign of any kind shall be displayed for public view on any lot except one sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period

5.6 **No noxious activities** No noxious, illegal or offensive activity shall be carried on with respect to any lot, nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood

5.7 **Trash** No trash, garbage, rubbish, ashes or other refuse, junk, vehicles in disrepair or unsightly objects shall be thrown, placed, dumped, maintained or allowed on any lot, except in sanitary containers located in appropriate areas concealed from public view

5.8 **Storage Tanks** There shall be no fuel or other type of container used or located upon any lot in the Development.

5.9 **Maintenance** Each property owner shall properly maintain his lot in a neat, clean and orderly fashion, free from weeds and debris. All undeveloped lots shall be mowed at least monthly during the growing season by the lot owner. All residences and exterior structures shall be kept and maintained in good condition and repair at all times

5.10 **Motorized Vehicles** Motorized vehicles, including four wheelers, motorcycles or similar vehicles, shall not be operated on any part of the subdivision other than in the street, and only if lawfully permitted to do so

5.11 **Dirt** All dirt which is not needed by a lot owner in connection with the construction of his residence and necessary grading on his lot shall become the property of Dalhousie, L.L.C., at its option, to be used by it as it shall deem fit

5.12 **Household Pets** Household pets may be allowed on each lot, so long as they are not kept, bred, or maintained for commercial purposes, but no more than 3 dogs or cats or combination thereof shall be allowed. Pets must be confined to the lot

owner's property No wild, exotic or dangerous animal shall be considered a household pet and will not be allowed in the subdivision

5 13 **Use of Common Areas** (Here discuss the possibility of permitting owners to use common areas, i e jogging trails, etc)

5 14 **Satellite Dishes** Satellite dishes must be located to the rear of the residence and shall not be larger than 24 inches in diameter

5 15 **Parking Facilities** Subject to municipal ordinance, no parking will be provided on the street other than for temporary periods of time up to 6 hours, one day per month

5 16 **Fencing** No fencing or walls shall be erected, placed or altered on any lot in the front of the property unless approved in writing by the developer Fencing of a decorative nature will be permitted in the back of the property, provided the fencing materials construction and design are approved by the developer All fences shall be constructed with the finished side out. No fence shall exceed 6 feet in height There shall be no chain link fence Fencing material must be of wood, vinyl or rod iron only No fence shall be built closer than 2 feet from the existing lot line as determined by Chris Koehler or any successor designated by the Developer

5.17 **Pools and Hot Tubs** There shall be no above ground pools All pools and hot tubs shall be kept clean and maintained in operable condition and shall be fenced

5 18 **Driveways**. All driveways must be poured concrete (not asphalt) from curb of street up to the garage with a minimum width of twelve feet

5.19 **Recreational Equipment** There shall be no basketballs in front of the front line of any home built in the Development All recreational equipment, which include but is not limited to trampolines and jungle gyms, shall be located behind the rear line of the house

5 20 **Antenna** There shall be no antenna or lighting structures above the roof line of the house

5 21 **Garage Sale** No lot owner shall conduct any garage sale, flea market or other sale that attracts the public to their home as a potential purchaser of items, goods or services

5 22 **Mailboxes** All mailboxes shall be in conformance with the guidelines established by the United States Postal Inspector and their shape, construction, design and location shall be uniform as established by the Developer from time to time

ARTICLE VI
POSSIBLE INCLUSION OF ASSOCIATION
MEMBERSHIP AND ASSESSMENTS

6 1 **Binding Effect; Term.** These covenants shall take effect immediately upon being filed in the Office of the Recorder of Deeds of Cape Girardeau County, Missouri, and shall be covenants running with the land, and each and all grantees in accepting conveyances of lots in this Subdivision shall bind themselves, their heirs, assigns, successors or legal representatives in the observance and performance of the reservations, limitations, restrictions, conditions, easements and covenants herein set forth, for a period of twenty (20) years from the date these covenants are recorded, unless amended prior to such time in the manner set forth herein, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless amended in the manner set forth herein

6 2 **Amendment and Variance** For so long as the Developer owns any undeveloped lots in the Subdivision, the Developer reserves and shall have the right (i) to amend this Declaration, but all such amendments shall conform to the general purposes and standards of the restrictions herein contained, (ii) to amend this Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, and (iii) to add any additional covenants or restrictions which do not lower the standards of the covenants herein contained Any such amendment shall be effective upon the recording of an instrument signed by the duly designated officer of the Developer

The Developer, in his sole discretion, upon application by any lot owner, may grant a variance from any of the terms and conditions of these Declaration of Covenants, Conditions and Restrictions The grant of any variance to any one person shall not be construed as a waiver of any other term or provision of these restrictive covenants and shall not constitute the grounds for any other lot owner's application for any other variance When all lots in the Development have been sold, then this variance portion of this Paragraph 6 2 shall terminate

6 3 **Severability.** Each and every of the covenants, restrictions, reservations, and servitudes contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one of such provisions shall for any reason be held to be invalid or unenforceable, all other provisions shall nevertheless remain in full force and effect

6.4 **Enforcement** The undersigned, the Association, or any Lot Owner shall have the right to enforce, by any proceeding at law or in equity to restrain violation or recover damages, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration If any such action shall be successfully brought, the party bringing the action shall also be

entitled to recover its costs, including a reasonable attorney's fee, from the party violating or attempting to violate any of the provisions of this Declaration. Failure by any party to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so at a later date.

6.5 **Definitions.** For purposes of these Declarations, the following terms will have the meanings set forth herein:

- (a) Developer shall refer to Dalhousie, L.L.C., a Missouri limited liability company, and its successors and assigns.
- (b) Owner shall mean or refer to the record owner, whether one or more persons or entity to the fee simple title to any lot which is a part of the subdivision, but specifically excluding those persons or entities having such interest merely as collateral security for the payment of debt, or for the performance of an obligation, such as the holder of a conventional Deed of Trust.
- (c) Subdivision shall mean the property located in The Highlands at Dalhousie - Phase V and such additional property as may be brought within the jurisdiction of The Highlands at Dalhousie - Phase V as provided as provided in this Declaration, and shall specifically include all of the property shown on the plat mentioned in this Declaration.
- (d) Lot shall mean any numbered plot of land shown on the recorded subdivision plat mentioned herein.

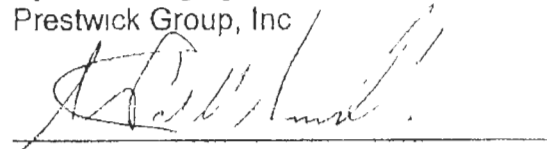
ARTICLE VII **GENERAL**

This Declaration shall be interpreted and governed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, we, the undersigned, have executed this Declaration
this 30 day of October, 2006

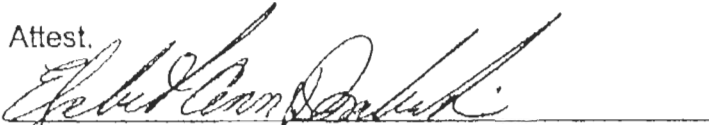
Dalhousie, L L C.
(f/k/a Prestwick Plantation, L L C)

By its Managing Member,
Prestwick Group, Inc



S Cordell Dombrowski
President

Attest.

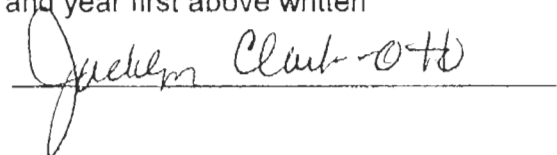


Elizabeth Ann Dombrowski
Secretary

STATE OF MISSOURI)
) SS
County of Cape Girardeau)

On this 30 day of October, 2006, before me the undersigned, a Notary Public, in and for the county and state aforesaid, personally appeared S. Cordell Dombrowski, President, and Elizabeth Ann Dombrowski, Secretary, of Prestwick Group, Inc , Managing Member of Dalhousie, L L C , (f/k/a Prestwick Plantation, L L C), to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same on behalf of and as officers of Prestwick Group, Inc , a Missouri Corporation, Managing Member of Dalhousie , L L C , a Missouri limited liability company, (f/k/a Prestwick Plantation, L L C), and that they executed the same as their 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



JACKLYN CLARK-OTTO
My Commission Expires
July 28, 2008
Cape Girardeau County

EXHIBIT "A"

Lots M 303 and M 304 of the Highlands at Dalhousie - Phase V, a subdivision on file in the land records of Cape Girardeau County, Missouri in Plat Book 22, at page 34, being a part of Fractional Section 16, Township 30 North, Range 13 East, of the Fifth Principle Meridian in the City and County of Cape Girardeau Missouri, described as follows

Begin at the Southernmost corner of said Lot M303, said point also being along the Western line of said subdivision, thence with said line North 00 degrees 21' 35" East, 435.69 feet to the Northernmost corner of said lot, thence leaving said line and with the Northeastern line of said lot South 53 degrees 50' 03" East, 157.57 feet to a point on the right of way line of Renfrew Drive, thence with said right of way line, along the arc of a curve to the Southeast, being concave to the Northeast and having a radius of 52.00 feet and a distance of 136.54 feet (the chord of said arc bears South 39 degrees 03' 22" East, 100.56 feet) to the Northeastern corner of said Lot M 304; thence leaving said right of way line and with the Eastern line of said Lot South 24 degrees 16' 41" East, 207.40 feet, to the Southeastern corner of said Lot; thence with the Southern line of said Lot South 74 degrees 49' 44" West, 288.64 feet, to the point of beginning, and containing 1.62 acres (70,441 square feet), more or less