



Recorded in Boone County, Missouri

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Unofficial Document

Instrument # 2010017914 Book 3690 Page 33

Grantor SIMON, B DANIEL

Grantee WYNDHAM RIDGE HOMES ASSN

Instrument Type AFF

Recording Fee \$54.00 S

No of Pages 11

Bettie Johnson

Bettie Johnson, Recorder of Deeds



AFFIDAVIT OF SCRIVENER'S ERROR

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

See Exhibit A hereto

Grantor: B Daniel Simon, attorney [mailing address Brown, Willbrand, Simon, Powell & Lewis, P C , P O Box 1304, Columbia, MO 65205-1304]

Grantee Wyndham Ridge Homes Association and Lot Owners and Unit Owners of Lots and Units within Wyndham Ridge 1 [address Wyndham Ridge Homes Association, c/o Fred Overton, 2712 Chapel Wood View, Columbia, MO 65202]

Date: August 26, 2010

~~AFFIDAVIT OF SCRIVENER'S ERROR~~
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STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

COMES NOW **B. Daniel Simon**, of lawful age, who is hereinafter referred to as "Affiant," and being first duly sworn, upon his oath, states as follows

1 All matters set forth in this Affidavit are personally known by Affiant to be true

2 Affiant is an attorney at law, with Missouri Bar Registration No 20248, and with offices situated in Columbia, Boone County, Missouri

3 Affiant has served as an attorney for Mill Creek Manor, Inc , a Missouri corporation, which is hereinafter referred to as "the Developer "

4 On the 31st day of July, 2008, Developer executed a document entitled Declaration of Easements and Restrictions of Wyndham Ridge, which such document was recorded on August 5, 2009 in Book 3358 at Page 165 of the Real Estate Records of Boone County, Missouri

5 Through scrivener's error, several blanks were left incomplete, same being on pages 1, 3, 11, 12, 18, 54 and 55 of such Declaration

6 Copies of such pages, with the blanks completed with the correct information, are attached hereto as **Exhibit 1**

7 Exhibit B to such Declaration, which describes the Annexation Parcel and the Developer's Land, is incorrect A corrected version of such Exhibit B is attached hereto as **Exhibit 2**

8 The Declaration for Wyndham Ridge, as recorded in Book 3358 at Page 165 of the Real Estate Records of Boone County, Missouri, and this Affidavit, should be read together, collectively

9 Affiant, who prepared such documents, personally knows all of these matters to be true

Boone County, Missouri

BOONE COUNTY MO AUG 31 2010

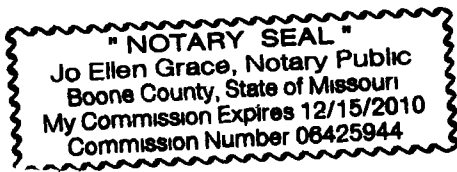
10. Further Affiant says, not

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B. Daniel Simon

B Daniel Simon, Mo Bar No. 20248
BROWN, WILLBRAND, SIMON, POWELL & LEWIS, PC
601 E Broadway, Suite 203
P O Box 1304
Columbia, MO 65205-1304
Phone (573) 442-3181 Fax (573) 874-3796
e-mail bdsimon@bwsplaw.com

Subscribed and sworn to before me this 26th day of August, 2010.



Jo Ellen Grace
Jo Ellen Grace, Notary Public
Boone County, State of Missouri
My commission expires 12-15-2010

Exhibit 1 - Corrected pages

Exhibit 2 - Corrected Exhibit B

Wyndham Ridge Plat No 1

Unofficial Document

A TRACT OF LAND LOCATED IN SECTION 4, TOWNSHIP 47 NORTH, RANGE 13 WEST, COLUMBIA, BOONE COUNTY, MISSOURI AND BEING PART OF TRACT 1 OF THE SURVEY RECORDED IN BOOK 3079, PAGE 49 AND BEING PART OF TRUSTEES DEED RECORDED IN BOOK 2804, PAGE 11 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE KK AS SHOWN IN SAID SURVEY RECORDED IN BOOK 3079, PAGE 49 AT PT STATION 76+03 7, THENCE WITH SAID RIGHT-OF-WAY LINE AND THE EAST LINE OF SAID SURVEY, N34°27'35"E, 1169 96 FEET TO THE POINT OF BEGINNING, THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID RIGHT-OF-WAY LINE, N62°55'05"W, 529 31 FEET, THENCE S86°44'45"W, 294 33 FEET, THENCE N15°55'50"W, 189 13 FEET, THENCE N3°50'20"W, 269 39 FEET, THENCE 21 25 FEET ALONG A 1530 00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CHORD S82°02'05"W, 21 25 FEET, THENCE N8°21'50"W, 371 62 FEET, THENCE S83°38'35"E, 638 28 FEET, THENCE N85°33'40"E, 667 75 FEET, THENCE S50°56'15"E, 46 81 FEET, THENCE S3°22'35"E, 282 82 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE KK, THENCE WITH SAID WESTERLY RIGHT-OF-WAY LINE, S°29'27'35"W, 287 80 FEET, THENCE 247 42 FEET ALONG A 2835 26-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD S31°57'35"W, 247 34 FEET, THENCE S34°27'35"W, 301 24 FEET TO THE POINT OF BEGINNING AND CONTAINING 22 70 ACRES

"EXHIBIT A "

Nora Dietzel, Recorder of Deeds

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

Unofficial Document

See Exhibit A hereto

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS OF WYNDHAM RIDGE, A SUBDIVISION OF COLUMBIA, BOONE COUNTY, MISSOURI

This Declaration of Covenants, Easements and Restrictions is made on this 31st day of July, 2008, by **Mill Creek Manor, Inc.**, a Missouri corporation [mailing address Attn Fred W Overton, 2712 Chapel Wood View, Columbia, MO 65203], which such Mill Creek Manor, Inc, and its successors as Developer of the Development hereinafter described and provided for hereby, are all hereinafter collectively referred to as "the Developer "

WITNESSETH

BACKGROUND RECITALS
[Recitals"]

The Developer is the owner of a tract of real estate described on Exhibit A to this Declaration ("the Parcel"), which the Developer has platted as Wyndham Ridge Plat 1, as shown by Plat recorded in Plat Book 41 at Page 68 of the Real Estate Records of Boone County, Missouri Such Plat of Wyndham Ridge Plat 1 may hereinafter be referred to as "the Plat" The Plat subdivides the Parcel into Lots and Common Areas, as follows

Lots 101 through 144, both inclusive

In addition to the Parcel, the Developer is the owner of a large tract of land ("the Developer's Land") which contains the Parcel, and which is located in Boone County, Missouri, and which is described as follows

See Exhibit B hereto

All of the Developer's Land, other than the Parcel, together with any additional land located in the vicinity of the Parcel which the Developer now owns or may hereafter acquire, and which the Developer hereafter elects to annex to the Parcel and to the Development provided for hereby, may be referred to herein as "the Annexation Parcel "

The Developer may or may not annex to the Development all or portions of the Annexation Parcel The Developer makes no warranties or representations of any kind or nature whatsoever that any portion of the Annexation Parcel will or will not be annexed to the Development

The Developer is in the process of developing the Parcel as a single family residential development, to be known as "Wyndham Ridge" ("the Development") The Developer is also in the process of developing additional portions of the Annexation Parcel which may or may not become a part of the Development

"EXHIBIT 1 "

The Lots within the Parcel will be developed with traditional single family, detached dwelling houses thereon, in the manner usually and customarily found within Zoning District R-1, but the Villas portion of the Annexation Parcel, if it is annexed to the Development provided for by this Declaration, will contain single family, attached townhouse type dwellings

Furthermore, the Developer may or may not, hereafter, when the Developer annexes portions of the Annexation Parcel to the Development provided for hereby (if the Developer does annex portions of the Annexation Parcel to the Development provided for hereby) cause the real estate within such portion of the Annexation Parcel to be made subject to the provisions of this Declaration or may amend the effects of this Declaration or of parts of this Declaration as this Declaration applies only to the real estate which is so annexed to the Development

Therefore, as areas are annexed to the Development provided for by this Declaration, the provisions of this Declaration may be amended or modified, as same apply from one portion of the Developer's Land/the Annexation Parcel to another portion of the Developer's Land/Annexation Parcel

THE DEVELOPER OWNS A PARCEL OF LAND DESCRIBED AS THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN BOONE COUNTY, MISSOURI:

SEE EXHIBIT C HERETO

WHICH IS LOCATED IN THE NORTHEAST QUADRANT OF THE INTERSECTION OF SCOTT BOULEVARD AND STATE ROUTE K, IN COLUMBIA, BOONE COUNTY, MISSOURI, AND WHICH IS LOCATED IN A COMMERCIAL ZONING CLASSIFICATION, AND WHICH WILL BE USED BY THE DEVELOPER FOR COMMERCIAL PURPOSES AND WHICH WILL NOT BE A PART OF THE DEVELOPMENT PROVIDED FOR BY THIS DECLARATION, ALTHOUGH IT IS IN THE IMMEDIATE VICINITY OF THE PARCEL AND MAY BE INCLUDED IN THE DEVELOPER'S LAND. SUCH PARCEL MAY BE REFERRED TO HEREIN AS "THE COMMERCIAL PARCEL."

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

NOW, THEREFORE, in view of the foregoing Recitals, the Developer hereby declares that all of the real estate contained within the Parcel ("the Parcel"), as platted by the Plat of Wyndham Ridge Plat 1 hereinabove described, and any improvements now or hereafter located thereon, and all or any portions of the Annexation Parcel hereafter annexed the Development provided for hereby (which shall then become a part of the "Parcel") in accordance with the following provisions of this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, liens, charges and assessments, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of the real estate of the Parcel and the Buildings now or hereafter located thereon. These easements, covenants, restrictions, conditions, liens, charges and assessments shall run with the real estate and the real property, and shall be binding on all parties having or acquiring any right, title or interest in the above described Parcel, or any portion thereof, or any portion of the above described Annexation Parcel which is, hereafter, annexed to the Development. The provisions of this Declaration shall apply to each Lot, Building and Unit hereinafter described, and to all present and future owners thereof, and shall run with each

of real estate by a plat, survey or condominium declaration) be a Unit. Therefore, a Lot which contains only one Single Family Dwelling shall be both a Lot and a Unit. A Single Family Dwelling or One Family Dwelling or Single Family Residence, as referred to in this Declaration, shall contain one (1) Living Unit, and the Lot containing same shall be both a "Lot" and a "Unit," and such Dwelling and Lot shall, together, be one (1) Unit for all purposes under this Declaration

Section 18 "Lot" shall mean each of the Lots as shown by the Plat. Each Lot is a building site for a Building, or, in the case of the Villas Development, might be a site for a part of a Building, that will contain a single Living Unit, provided that each Single Family Residential Lot shall contain only one (1) Building. The provisions of this Section notwithstanding, and any provisions of this Declaration to the contrary notwithstanding, the Developer shall have the right as to any Lots owned by the Developer, without the consent of any persons whomsoever, to

- a Change the Lot lines,
- b Subdivide Lots so as to create additional Lots or so as to create Units,
- c Combine such Lots or the Units thereon so as to reduce the number of Lots or Units,
- d Otherwise amend or change the Lot lines of such Lots,
- e Subdivide such Lots into one or more Lots or one or more Units

In addition, the Developer reserves the right to approve of Plats, surveys and condominium declarations which subdivide Lots owned by others into Units or which alter the Lot lines of such Lots owned by others, or which subdivide such Lots or which provide for the creation of additional Lots

The number of Lots may, therefore, be changed by or with the consent of the Developer

The Developer may not, however, change the Lot lines of any Lot owned by a Lot Owner other than the Developer, or subdivide any such Lot, or alter the Lot lines of any Lot owned by a person other than the Developer, or in any manner modify or amend the Lot lines of Lots owned by persons other than the Developer, without the prior written consent of the Lot Owner thereof

Section 19 "Lot Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Lot

Section 20 "One Family Dwelling" or "Single Family Residence" or "Single Family Dwelling" shall mean a detached Residential Building arranged, intended and designed for occupancy by one (1) Family in one (1) Living Unit, and shall, therefore, mean and refer to a single family, detached house, of the type usually and customarily found within a customary single family, R-1 development that is developed within Zoning District R-1 within the city limits of the City of Columbia. Each of Lots 101 through 144, both inclusive, of Wyndham Ridge Plat 1, as shown by the Plat of Wyndham Ridge Plat 1 recorded in Plat Book 41 at Page 68 of the Real Estate Records

of Boone County, Missouri, is intended to contain and shall contain only one (1) Single Family Residence/Single Family Dwelling or one (1) Single Family Residence Building. Each of such Lots is, therefore, intended to contain only one (1) Living Unit, and, therefore, be intended to eventually contain one (1) Living Unit in one building and to then be both a Lot and a Unit. Each of such Lots shall, therefore, be both a Lot and a Unit for all purposes under this Declaration.

Section 21 "Ordinance" shall mean Section 12A of Section 87 of the Ordinances of the City, as amended, as same relate to any Stormwater Facility, and any other ordinance of the City related to any Stormwater Facility included within the Development.

Section 22 "Parcel" means the entirety of that parcel platted as "Wyndham Ridge Plat 1" by Plat recorded in Plat Book 41 at Page 68 of the Real Estate Records of Boone County, Missouri, and all land platted by such Plat, including all Lots shown by such Plat, and including all Common Areas shown by such Plat, and further including the streets, roads and drives shown by such Plat. The word "Parcel" shall further mean any part of the "Annexation Parcel" hereinabove described in the foregoing Recitals, which is hereafter annexed by the Developer to the Development provided for by this Declaration, and is made subject to this Declaration by the Developer, pursuant to the following provisions of this Declaration dealing with Annexation, provided, however, that the Developer makes absolutely no warranties, representations, promises, covenants or guarantees that any part of the Annexation Parcel will hereafter be annexed to the Development, or be subject to this Declaration. The word "Parcel" shall not include any part of the Annexation Parcel before such part of the Annexation Parcel is annexed to the Development provided for by this Declaration (pursuant to the following provisions of this Declaration dealing with Annexation), and this Declaration shall have no effect whatsoever on any part of the Annexation Parcel not hereafter annexed to the Development provided for by this Declaration, by the Developer, pursuant to the following provisions of this Declaration dealing with Annexation. The Developer may or may not amend certain portions of this Declaration as same apply only to those portions of the Annexation Parcel hereafter annexed to the Development, in any manner or respects which the Developer finds to be appropriate. **THE DEVELOPER SHALL HAVE THE SOLE, UNLIMITED AND UNFETTERED DISCRETION IN DETERMINING WHETHER ANY PORTION OF THE ANNEXATION PARCEL SHALL BE ANNEXED TO THE DEVELOPMENT, AND IN DETERMINING THE MANNER IN WHICH ANY PORTION OF THE ANNEXATION PARCEL SHALL BE DEVELOPED, EITHER IN A MANNER SIMILAR TO THE DEVELOPMENT OF THE PARCEL OR IN A DIFFERENT MANNER. THE DEVELOPER SHALL THE SOLE, ABSOLUTE AND UNFETTERED DISCRETION IN DETERMINING WHETHER AMENDMENTS OF THIS DECLARATION SHALL BE MADE AS TO THOSE PORTIONS OF THE ANNEXATION PARCEL ANNEXED TO THE PARCEL AND THE DEVELOPMENT. THE PROVISIONS OF THIS SECTION NOTWITHSTANDING, HOWEVER, ANY PORTION OF THE ANNEXATION PARCEL WHICH IS ANNEXED TO THE DEVELOPMENT MUST BE DEVELOPED AS A RESIDENTIAL TYPE DEVELOPMENT, AND MUST CONTAIN RESIDENTIAL BUILDINGS, EACH OF WHICH CONTAINS ONE OR MORE LIVING UNITS. ANY PORTION OF THE ANNEXATION PARCEL ANNEXED TO THE DEVELOPMENT SHALL, THEREFORE, BE USED SOLELY FOR RESIDENTIAL PURPOSES, WITH EACH LIVING UNIT THEREIN TO BE A UNIT, AND WITH EACH SUCH LIVING UNIT TO BE RESTRICTED IN USE TO USE BY A SINGLE FAMILY AS A RESIDENCE.** The Development may consist of a mix of

a Traditional Single Family Dwelling houses, such as are found within Zoning District R-1 in the City, and

Declaration When more than one (1) person holds such an interest in any Unit, the vote for such Unit shall be exercised as they among themselves determine. In no event shall more than one (1) vote be cast with respect to any Unit

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Class B The Developer, and those to which the Developer assigns all or any portion of the Developer's rights as the Developer under the terms of this Declaration shall have the sole Class B memberships and Class B votes, and shall hold the following numbers of Class B memberships and Class B votes

a Initially Initially, the Developer and the Developer's assignees of any portion of the Developer's rights shall have, in the aggregate, forty-nine (49) Class B memberships and Class B votes, which such Class B memberships and Class B votes are allocated, with one (1) Class B membership and Class B vote being allocated to each of Lots 101 through 144, both inclusive, of Wyndham Ridge Plat 1 as shown by the Plat of Wyndham Ridge Plat 1 recorded in Plat Book 41 at Page 68 of the Real Estate Records of Boone County, Missouri, and with their being, in addition, five (5) additional Class B votes which are not allocated to any Lot and are in addition to any Lot and shall always be retained by the Developer, subject, however, to the provisions of this ARTICLE

b Additional Class B Memberships as Parcels are Annexed to Development If any portions of the Annexation Parcel are, hereafter, annexed to the Development provided for hereby, then the number of Class B votes shall be increased by the number of Living Units (i.e., the number of Units) intended to be placed within such portion of the Annexation Parcel which is annexed to the Development and is subjected to the provisions of this Declaration, as follows

- If a Lot is intended to be a Lot that contains one (1) Single Family Residential Building, then one (1) Class B membership and Class B vote shall be allocated to such Lot,

- If a Lot is intended to contain a Villas Building, then there shall be allocated to such Lot two (2) Class B memberships and Class B votes

c Termination of Class B Memberships and Class B Votes for each Lot If the Developer sells or conveys a Lot to a Builder, or any other Lot Owner other than the Developer and other than the Developer's assignee of the Developer's Class B memberships or Class B voting rights attributable to such Lot, then the (all) Class B membership(s) and Class B voting rights attributable to such Lot shall cease and terminate. However, if the Lot is conveyed to a Builder, then (a) Class A membership(s) shall not attach to the Unit(s) located or to be located within such Lot until a Unit within such Lot is sold, conveyed, rented, leased or otherwise disposed of by the Builder, or is available for renting or leasing, or it is occupied as a residence, at which time (a) Class A membership(s) shall automatically attach to each Unit within that Lot

d Ultimate Termination In any event, all Class B voting rights and Class B memberships in the Association shall cease and terminate upon the happening of the earliest of the following events to occur

approval of the type of roof, including the slope or pitch thereof and the materials to be placed thereon

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The design of all roofs, including the pitch and slope of each roof, must be approved (prior to use, construction or installation) in accordance with the Architectural Control Provisions of Section 1 above

In addition

A Roof Pitch Until altered by the Developer for any portion of the Annexation Parcel hereafter annexed to the Development and the Parcel, any roof on a Residential Building must have a minimum 7 12 roof pitch, although such requirement may be waived by the Developer, the Board of Directors of the Association or its Architectural Control Committee, whoever or whichever then holds the Architectural Control Powers under this ARTICLE VII, for good cause shown No alteration shall be made of any roof on a Residential Building which would cause it to have a roof pitch other than that required by this paragraph A

The roof pitch requirements may be altered for various portions of the Annexation Parcel

B Roof Colors Until otherwise determined by the Developer for any portion of the Annexation Parcel hereafter annexed to the Development, the colors of shingles and roof covers on roofs of Residential Buildings must be weathered wood, charcoal, dark gray or black No red, green, white or any other colored roof may be installed without prior approval in accordance with the Architectural Control requirements set forth in this ARTICLE VII All shingles and roof coverings must receive prior Architectural Control approval

C 60% Brick, Stone or Dry-Vit on Front Until otherwise determined by the Developer for any portion of the Annexation Parcel hereafter annexed to the Development, sixty percent (60%) of the surface area of the front exterior wall of each Building must be covered with (clad with) brick, stone or Dry-Vit (or stucco comparable to Dry-Vit or at least comparable to Dry-Vit) or a combination of same

NO VINYL SIDING IS ALLOWED ON ANY OF LOTS 101 THROUGH 144, BOTH INCLUSIVE, OF WYNDHAM RIDGE PLAT 1, AND UNLESS THIS DECLARATION IS AMENDED AS TO ANY LOTS CONTAINED WITHIN ANY PORTION OF THE ANNEXATION PARCEL HEREAFTER ANNEXED TO THE DEVELOPMENT, NO VINYL SIDING SHALL BE PERMITTED ON ANY OF SUCH LOTS OR ANY BUILDING UPON ANY OF SUCH LOTS.

Section 10 Units Used for One Family Dwelling Purposes Each Unit and the Living Unit shall be used solely as a residence for one (1) Family, and uses normally ancillary thereto No Lot other than those within the Villas Development, The Villas at Wyndham Ridge, which may or may not be annexed to the Development, shall contain more than one (1) Building, with each such Building to contain only one (1) Living Unit to be used only for residential purposes by a single Family as defined in Section 13 of ARTICLE I of this Declaration, subject to the provisions and restrictions of Sections 1, 2 and 3 of ARTICLE XI of this Declaration No Living Unit shall be used

MILL CREEK MANOR, INC
JOB #981040
AUGUST 31, 2010

Unofficial Document

A TRACT OF LAND LOCATED IN THE NORTH FRACTIONAL HALF OF SECTION 4, TOWNSHIP 47 NORTH, RANGE 13 WEST, COLUMBIA, BOONE COUNTY, MISSOURI AND BEING ALL OF TRACT 1 OF THE SURVEY RECORDED IN BOOK 3079 AT PAGE 49 ALSO BEING THE LAND DESCRIBED BY THE TRUSTEE'S DEEDS RECORDED IN BOOK 2804, PAGE 11, AND IN BOOK 3060, PAGE 2 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 4 AS SHOWN IN LAND CORNER DOCUMENT NUMBER 600-29429, THENCE WITH THE WEST LINE OF SAID SECTION 4, N0°16'50"W, 19 45 FEET TO THE POINT OF BEGINNING, THENCE FROM THE POINT OF BEGINNING AND CONTINUING WITH THE WEST LINE OF SAID SECTION 4, N0°16'50"W, 3240 00 FEET TO THE NORTH LINE OF SAID TRUSTEE'S DEED RECORDED IN BOOK 2804, PAGE 11, THENCE WITH THE NORTH LINE OF SAID DEED, N89°44'00"E, 360 02 FEET TO THE NORTHEAST CORNER OF SAID TRUSTEE'S DEED RECORDED IN BOOK 3060, PAGE 2, THENCE WITH THE EAST LINE OF SAID DEED, S0°16'00"E, 169 42 FEET TO AFORESAID NORTH LINE OF THE TRUSTEE'S DEED RECORDED IN BOOK 2804, PAGE 11, THENCE LEAVING THE LINES OF SAID DEED RECORDED IN BOOK 3060, PAGE 2 AND WITH SAID NORTH LINE, S33°16'00"E, 467 99 FEET, THENCE S76°46'00"E, 480 00 FEET, THENCE N72°14'00"E, 540 00 FEET, THENCE N37°14'00"E, 175 00 FEET TO THE SOUTH LINE OF SAID TRUSTEE'S DEED RECORDED IN BOOK 3060, PAGE 1, THENCE LEAVING SAID NORTH LINE AND WITH SAID SOUTH LINE, S68°49'00"E, 740 86 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE KK, THENCE LEAVING SAID SOUTH LINE AND WITH SAID WESTERLY RIGHT-OF-WAY LINE, 143 37 FEET ALONG A 1115 73-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S25°47'15"W, 142 96 FEET, THENCE S29°27'35"W, 937 00 FEET, THENCE 247 42 FEET ALONG A 2835 26-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S31°57'35"W, 247 34 FEET, THENCE S34°27'35"W, 1471 20 FEET, THENCE 521 27 FEET ALONG A 543 03-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S61°57'35"W, 501 49 FEET, THENCE S89°27'35"W, 450 83 FEET TO THE POINT OF BEGINNING AND CONTAINING 105 82 ACRES

EXCEPTING THEREFROM ALL OF WYNDHAM RIDGE PLAT 1 AS RECORDED IN PLAT BOOK 41 AT PAGE 68 BEING DESCRIBED AS A TRACT OF LAND LOCATED IN SECTION 4, TOWNSHIP 47 NORTH, RANGE 13 WEST, COLUMBIA, BOONE COUNTY, MISSOURI AND BEING PART OF TRACT 1 OF THE SURVEY RECORDED IN BOOK 3079, PAGE 49 AND BEING PART OF TRUSTEE'S DEED RECORDED IN BOOK 2804, PAGE 11 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE KK AS SHOWN IN SAID SURVEY RECORDED IN BOOK 3079, PAGE 49 AT PT STATION 76+03 7. THENCE WITH SAID RIGHT-OF-WAY LINE AND THE EAST LINE OF SAID SURVEY, N34°27'35"E, 1169 96 FEET TO THE POINT OF BEGINNING, THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID RIGHT-OF-WAY LINE, N62°55'05"W, 529 31 FEET, THENCE S86°44'45"W, 294 33 FEET, THENCE N15°55'50"W, 189 13 FEET, THENCE N3°50'20"W, 269 39 FEET, THENCE 21 25 FEET ALONG A 1530 00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CHORD S82°02'05"W, 21 25 FEET, THENCE N8°21'50"W, 371 62 FEET, THENCE S83°38'35"E, 638 28 FEET, THENCE N85°33'40"E, 667 75 FEET, THENCE S50°56'15"E, 46 81 FEET, THENCE S3°22'35"E, 282 82 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE KK, THENCE WITH SAID WESTERLY RIGHT-OF-WAY LINE, S°29'27'35"W, 287 80 FEET, THENCE 247 42 FEET ALONG A 2835 26-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD S31°57'35"W, 247 34 FEET, THENCE S34°27'35"W, 301 24 FEET TO THE POINT OF BEGINNING AND SAID EXCEPTION CONTAINING 22 70 ACRES

THE NET AREA OF THIS DESCRIBED TRACT IS 83 12 ACRES

"EXHIBIT 2"

Nora Dietzel, Recorder of Deeds