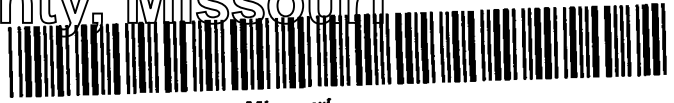


Boone County, Missouri



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Recorded in Boone County, Missouri
Date and Time: 06/07/2011 at 11:35:35 AM
Instrument #: 2011010378 Book: 3808 Page: 40

Grantor: MILL CREEK MANOR INC
Grantee: WYNDHAM RIDGE HOMES ASSN

Instrument Type: DECL
Recording Fee: \$51.00 S
No of Pages: 10

Bettie Johnson
Bettie Johnson, Recorder of Deeds



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

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

See Exhibit A hereto

Grantor: Mill Creek Manor, Inc. [mailing address: Attn: Fred Overton, 2712 Chapel Wood View, Columbia, MO 65202] 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: June 7, 2011

Boone County, Missouri

BOONE COUNTY MO JUN 07 2011

Unofficial Document CORRECTION TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS OF WYNDHAM RIDGE, A SUBDIVISION OF COLUMBIA, BOONE COUNTY, MISSOURI

THIS CORRECTION OF DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS OF WYNDHAM (“this Document” or “this Amendment”) is executed this 7 day of June, 2011, by **Mill Creek Manor, Inc.**, a Missouri corporation [address: Attn: Fred W. Overton, 2712 Chapel Wood View, Columbia, MO 65203] (“the Developer”), in view of the following facts, matters and circumstances:

RECITALS

The Developer is the developer of a development situated in Columbia, Boone County, Missouri, known as “Wyndham Ridge” (“the Development”). Pursuant to its development of the Development, the Developer executed and recorded a Declaration of Covenants, Easements and Restrictions of Wyndham Ridge, which has been recorded in Book 3358 at Page 165 of the Real Estate Records of Boone County, Missouri (“the Declaration”). The Declaration has been corrected by an Affidavit of Scrivener’s Error recorded in Book 3690 at Page 33 of the Real Estate Records of Boone County, Missouri.

The Declaration is now applicable to the following property (“the Parcel”):

Parcel 1: 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;

Parcel 2: Lots 201 through 266, both inclusive, of the Village at Wyndham Ridge Plat No. 2, as shown by plat of Wyndham Ridge Plat No. 2 recorded in Plat Book 44 at Page 26 of the Real Estate Records of Boone County, Missouri, which such Lots have been annexed to the Wyndham Ridge by Annexation Declaration recorded in Book 3760 at Page 68 of the Real Estate Records of Boone County, Missouri, which modifies the provisions of the Declaration, as they apply to such Lots 201 through 266, in certain respects, as set forth in such Annexation Declaration;

Parcel 3: Lots 1, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B and 8 of the Village at Wyndham Ridge Plat No. 1, recorded in Plat Book 44 at Page 29 of the Real Estate Records of Boone County, Missouri, which were annexed to the Development by Annexation Declaration recorded in Book 3760 at Page 68 of the Real Estate Records of Boone County, Missouri, which modifies the provisions of the Declaration as they apply to such Lots, in certain respects, as set forth in such Annexation Declaration.

Boone County, Missouri

BOONE COUNTY MO JUN 07 2011

Unofficial Document

Such Lots are now subject to the Declaration, although the Declaration has been modified, in its effects, as to certain of such Lots, in accordance with the provisions of the Annexation Declaration described above.

The Declaration provides, in Article XIX thereof, for unilateral rights in the Developer, Mill Creek Manor, Inc., to (without the consent of any person or party) amend the Declaration in order to, among other things, correct errors or typographical errors. It has become apparent that there are typographical errors in the Declaration and this Amendment is executed to correct such error, pursuant to the powers reserved by the Developer under Article XIX of the Declaration, as same appears beginning on page 125 of the Declaration.

NOW, THEREFORE, this Amendment is executed pursuant to such Article IX, and the Declaration is amended and corrected as follows:

SECTION 4 OF ARTICLE VI

Errors appear in Section 4 of Article VI of the Declaration, in that it was the Developer's intention:

- a. To have the initial sum of the Annual Assessment on all "Occupied Lots" or "Occupied Units", be established at Six Hundred Dollars (\$600.00) per year, per Occupied Lot or Occupied Unit;
- b. To have a Vacant Lot Assessment be established at One Hundred Dollars (\$100.00) per Vacant Lot;
- c. To have an Initial Assessment be established at Two Hundred Dollars (\$200.00).

It is, therefore, determined that there are errors in Section 4 of ARTICLE VI as it now exists, and that such errors should be corrected. The Declaration shall be and it is, therefore, hereby corrected by striking therefrom Section 4 of ARTICLE VI thereof, as same appears beginning at the bottom of page 28 of the Declaration, and as same appears on pages 28 through 34 of the Declaration (including all paragraphs and subparagraphs and subparts of such Section 4) and by inserting in lieu thereof a new Section 4 to read as follows:

Section 4. Initial Assessment and Annual Assessment:

A. Annual Assessments on Vacant Lots Owned by a Builder or on Lots Owned by Builders Upon Which a Building is Being Built. A "Vacant Lot" shall be a Lot which is: (i) owned by a Builder other than the Developer, and (ii) which either:

Boone County, Missouri

BOONE COUNTY MO JUN 07 2011

Unofficial Document

a. Truly is vacant, in that it contains no complete or incomplete Building, and no Building which is under construction; or

b. Contains a Building which has been completed but which has never been occupied or used as a residence and which has not been made available for (by advertising, listing or other offering) rental or lease purposes, even though it does contain a completed Building.

Each Vacant Lot, as a "Vacant Lot" as hereinabove described in this paragraph A, so long as it is owned by the Builder (but only while it is so Vacant and is owned by a Builder) shall be subject to Annual Assessments which are referred to as "Vacant Lot Assessments", in the sum of One Hundred Dollars (\$100.00) per calendar year for each calendar year. A Vacant Lot shall become subject to a Vacant Lot Assessment on that date when it is conveyed by the Developer to a Builder other than the Developer, and such Vacant Lot Assessment shall thereafter continue in effect as to the Vacant Lot so long as it remains a "Vacant Lot" as hereinabove described in this paragraph A. The Vacant Lot assessment for that calendar year which includes the date when the Vacant Lot is conveyed by the Developer to a Builder other than the Developer shall be equitably prorated as of the date of such conveyance to the Builder, based on the number of day of the year which remain after such date.

B. Initial Assessment. When a Lot or Unit is conveyed by any of:

- i. The Developer;
- ii. Any assignee of the Developer's rights under this Declaration;
- iii. Any other Class B member of the Association; or
- iv. A Builder,

to a Unit Owner or Lot Owner other than:

1. The Developer; or
2. An assignee of the Developer's rights under this Declaration; or
3. Any other Class B member of the Association; or
4. A Builder,

Boone County, Missouri

BOONE COUNTY MO JUN 07 2011

Unofficial Document

then such Lot or Unit shall be immediately subject to an Initial Assessment (“Initial Assessment”) in the sum of Two Hundred Dollars (\$200.00) for such Lot or Unit (even though such Lot or Unit: (a) contains no Building or contains an incomplete Building which is under construction or (b) contains a Building which has been completed but which has not been occupied or used as a residence). Furthermore, if the Developer, an assignee of the Developer’s rights under this Declaration, or another Class B member of the Association or a Builder owns a Lot or Unit, and such Lot or Unit is offered for lease or rent or it is rented or leased or it is occupied as a residence, it shall, as of the date when it is so offered for lease or rent or is rented or leased or is occupied as a residence, whichever first occurs, be immediately subject to such Initial Assessment in the sum of Two Hundred Dollars (\$200.00). While Lots conveyed to Builders shall not be subject to the Initial Assessments when they are so conveyed to Builders, they shall nevertheless be subject to the Vacant Lot Assessments described in paragraph A above, and each of them shall thereafter become subject to the Initial Assessment provided for by this paragraph B when it is either (i) conveyed to a Unit Owner or Lot Owner other than one of the following: the Developer, a Developer’s assignee of the Developer’s rights under this Declaration, any other Class B member of the Association or a Builder, or (ii) rented, leased or offered for renting or leasing or is occupied as a residence. When the Developer, an assignee of the Developer’s rights under this Declaration, or any other Class B member of the Association, or a Builder, conveys a Lot or Unit to a party other than the Developer, an assignee of the Developer’s rights under this Declaration, any other Class B member of the Association, or a Builder, then such conveying party shall be obligated to cause the new Lot Owner or Unit Owner, as the case may be, to immediately remit to the Association the Initial Assessment in the sum of Two Hundred Dollars (\$200.00) for such Lot or Unit, and shall be personally responsible for seeing to it that such remittance is made and if such remittance is not made, shall be personally obligated to the Association to personally make such remittance to the Association. A Lot or Unit may be subject to the Initial Assessment provided for by this paragraph B, even if it contains no Building, or even if it contains an incomplete Building which is under construction, or even if it contains a Building which has been completed but has never been occupied or used as a residence and which has never been made available for rental or lease purposes. Furthermore, any Lot or Unit which is rented or leased or is occupied as a residence or is offered for renting or leasing (whether by the Developer, an assignee of the Developer’s rights under this Declaration, another Class B member of the Association or a Builder) shall immediately become subject to the Initial Assessment, regardless of who owns such Lot or Unit. Once a Lot or Unit becomes subject to the Initial Assessment provided for by this paragraph B it shall also become subject to the Annual Assessments on Occupied Lots or Occupied Units provided for by paragraph C below.

Boone County, Missouri

BOONE COUNTY MO JUN 07 2011

Unofficial Document

C. Annual Assessments on "Occupied Lots/Occupied Units". For purposes of this Declaration, the term "Occupied Lot" and the term "Occupied Unit", shall mean any Lot or Unit which is not classified as a Vacant Lot pursuant to paragraph A above, even if, in fact, such Lot or Unit is not actually occupied or used as a residence. Any Lot or Unit which becomes subject to the Initial Assessment under paragraph B above shall, as of the date it becomes subject to the Initial Assessment, also be classified as an "Occupied Lot" or "Occupied Unit", whether or not it actually contains a completed Building. When a Lot or Unit becomes subject to the Initial Assessment provided for by paragraph B above, it shall immediately become subject to "Annual Assessments for Occupied Lots/Occupied Units". "Occupied Lots" or "Occupied Units" shall, therefore, be those Lots or Units which either:

i. Contain or include therein a completed Building or Living Unit which has either (at any time) been occupied as a residence/dwelling or has been offered or sought to be offered for rental or lease purposes as a residence or dwelling, even if it is owned by the Developer, an assignee of the Developer's rights under this Declaration, another Class B Member of the Association or a Builder; or

ii. Is owned by any party or person other than the Developer, an assignee of the Developer's rights under this Declaration, a Class B Member of the Association or Builder, even if it does not contain a completed Building or Living Unit.

The First Annual Assessment for an Occupied Lot/Occupied Unit shall be due and owing for that calendar year within which the Lot or Unit becomes subject to the Initial Assessment provided for by paragraph B of this Section 4, which appears above. When a Lot or Unit becomes subject to the Initial Assessment, it shall also immediately become subject to the Annual Assessments, and shall thereafter be subject to Annual Assessment for Occupied Lots/Occupied Units, in perpetuity. However, at the time when a Lot or Unit becomes subject to the Initial Assessment, the Annual Assessment (the Annual Assessment for Occupied Lots/Occupied Units) for that calendar year which includes the date when the Lot or Unit becomes subject to the Initial Assessment shall be equitably prorated, as of such date, based on the number of days remaining in the calendar year which follow the date when the Lot or Unit becomes subject to the Initial Assessment.

Annual Assessments on all Occupied Lots or Occupied Units for each Lot or Unit subject to such Assessments as provided for by this paragraph C, as of January 1 of each calendar year, shall be due and owing on January 1 of such calendar year and must be paid to the Association within thirty (30) days of such date, or in such other installments or at such other times as shall otherwise be determined by the Board in its discretion. Once a Lot or Unit has become subject to the Annual Assessments

Boone County, Missouri

BOONE COUNTY MO JUN 07 2011

Unofficial Document

provided for by this paragraph C, such Lot or Unit shall thereafter be perpetually subject to such Assessments, even if the Lot or Unit or contains no Building, or the Building on such Lot, or the Building which includes the Living Unit of such Unit, ceases to be occupied as a residence or dwelling, or is razed or torn down or is destroyed by fire or other casualty. No Lots or Units owned by the Developer, or an assignee of the Developer's rights under this Declaration, or which is owned by any other Class B Member of the Association, or by a Builder, shall be subject to the Annual Assessments provided for by this paragraph C, unless it is made available for rental or lease purposes, or it has been occupied or is occupied as a residence, or it is or has been rented or leased, in which case it shall be immediately subject to the Initial Assessment provided for by paragraph B above and shall then immediately be subject to the Annual Assessments provided for by this paragraph C in perpetuity. The Annual Assessments for Occupied Lots or Occupied Units, which are those assessments provided for by this paragraph C, may be adjusted, up or down, by the Board of the Association, as of January 1 of each calendar year, in the Board's discretion, as the Board finds to be necessary to enable the Association to pay the cost of performing its duties and obligations under this Declaration and to establish reasonable reserves for contingencies and replacements. Subject to the Board's power to adjust the Annual Assessments for Occupied Lots and Occupied Units, the initial sum of the first Annual Assessment to be due pursuant to this paragraph C shall be **Six Hundred Dollars (\$600.00)** per Unit, or **Six Hundred Dollars (\$600.00)** per Lot, for each Lot or Unit which becomes subject to the Annual Assessments provided for by this paragraph C.

If a Lot or Unit becomes subject to the Initial Assessment other than on the first day of a calendar year, then that Lot or Unit shall become subject to the Annual Assessment for such calendar year, but the Annual Assessment for such calendar year shall be equitably prorated, based upon the number of days remaining in the calendar year as of the date when the Lot or Unit becomes subject to the Annual Assessment (meaning when it becomes subject to the Initial Assessment). For example, if a Lot or Unit becomes subject to the Annual Assessment on the 180th day of a calendar year, and the Annual Assessments are then \$600, then the Annual Assessment on such Lot or Unit for such calendar year shall be $180/365 \times \$600 = \295.89 .

D. Increases and Decreases in Assessments. Each of the Annual Assessments on Vacant Lots provided for by paragraph A above, the Initial Assessment provided for by paragraph B above, and the Annual Assessments on Occupied Lots and Occupied Units provided for by paragraph C above shall be adjusted, up or down, as of January 1 of each year, in the reasonable discretion of the Association's Board of Directors, as the Board of Directors, in the exercise of its discretion, finds to be necessary in order to enable the Association to perform its duties and obligations under this Declaration and to establish reasonable reserves (if and only if the Board determines that such reserves are appropriate) in such amounts

Boone County, Missouri

BOONE COUNTY MO JUN 07 2011

Unofficial Document

(as the Board in its discretion finds to be appropriate) for contingencies, emergencies and potential future replacements and operating expenses. If any of the Assessments provided for by this Section 4 are to be altered, up or down, by the Board, then the Board shall, prior to or during the first sixty (60) days of a calendar year, notify each Lot Owner or Unit Owner, as the case may be, of the sum of the Assessments which shall be in effect for such calendar year, and in the absence of such notification, the Assessments for such calendar year shall continue in the amounts established for the previous calendar year, or those established by the above provisions of this Section 4 if there has been no change from the sums of the Assessments provided for by the above provisions of this Section 4.

E. References to Annual Assessments. All references to “Annual Assessments” shall mean and refer to and include both the Annual Assessments on Vacant Lots, and the Annual Assessments on Occupied Lots and Occupied Units provided for by this Section 4.

F. Changing Assessments. On or before December 31 of 2012, and on or before December 31 of each subsequent calendar year, the Board of Directors shall meet and shall estimate the total amounts necessary to pay the costs of wages, materials, insurance, repairs, services, supplies and other work and services which will be required prior to December 31 of the next calendar year for the rendering of all services and the performance of all duties and obligations of the Association, together with such reasonable amounts as the Board, in its shall be deem to be necessary to establish reserves for contingencies and replacements (if the Board determines that such reserves are required). The requirement of the Board shall be to simply establish the amounts of the Assessments, for a calendar year or to be in effect during such calendar year, within the first sixty (60) days of a calendar year. As soon as practicable, the Board shall notify each Lot Owner and Unit Owner, in writing, as to the amounts of the estimated costs, expenses and reserves with a reasonable itemization thereof, and as to the sums of the Assessments which the Board finds to be necessary and appropriate, which shall be established by the Board in the exercise of its discretion and without consent or approval of the Lot Owners or Unit Owners. Annual Assessments on Vacant Lots shall be equal for all Vacant Lots. Annual Assessments on Occupied Lots and Occupied Units shall be equal on all and each Occupied Lot(s) and all and each Occupied Unit(s). If the Board does not establish Assessments for a calendar year, the Assessments in the amounts for the prior calendar year shall be in effect for such year.

G. No Lots or Units Which Contain Buildings (or Parts of Buildings) Which Have Been Occupied as Residences or Have Been Made Available for Rental or Lease Purposes Shall be Exempt from Annual Assessments on Occupied Lots or Occupied Units. No Lot or Unit which contains (or includes as a part thereof) a completed Building (or a part of a completed Building which contains

Boone County, Missouri

BOONE COUNTY MO JUN 07 2011

Unofficial Document

a completed Living Unit), the Living Unit (or any Living Unit) of which has been occupied at any time as a residence, or which is made available or has been made available for rental or lease purposes, shall be exempt from the Initial Assessment or the Annual Assessments on Occupied Lots or Occupied Units.

H. Cutoff Dates of Annual Assessments on Vacant Lots/Start Dates of Annual Assessments on Occupied Lots. A Lot shall remain subject to the Annual Assessment on a Vacant Lot, for an entire calendar year, even though, in the middle of such calendar year, it becomes subject to (or one of its Units becomes subject to) the Initial Assessment. Such Lot (or each of its Units) shall then become subject to the Initial Assessment and the Annual Assessments on Occupied Lots or Occupied Units as provided for by the above provisions of this Section.”

ALL REMAINING PROVISIONS OF ARTICLE VI, INCLUDING ALL PROVISIONS OF SECTIONS 1, 2, 3, AND 5 THROUGH 19 OF ARTICLE VI OF THE DECLARATION SHALL REMAIN IN FULL FORCE AND EFFECT AS WRITTEN.

This corrective document is executed in order to correct the understandings, mistakes and confusion created by the current provisions of Section 4 of ARTICLE VI of the Declaration. All other provisions of the Declaration not amended hereby remain in full force and effect as written, and as corrected by the Affidavit of Scrivener’s Error recorded in Book 3690 at Page 33 of the Real Estate Records of Boone County, Missouri.

IN WITNESS WHEREOF, the Developer has executed this corrective Document on the day and year first above written.

MILL CREEK MANOR, INC.

By: Doris Overton
Doris Overton, President



Attest:
Fred W. Overton
Fred W. Overton, its secretary

Boone County, Missouri

Unofficial Document

BOONE COUNTY MO JUN 07 2011

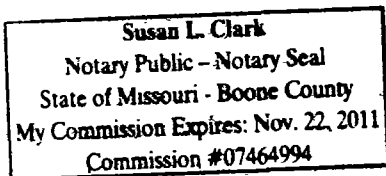
STATE OF MISSOURI)

) SS

COUNTY OF BOONE)

On this 7 day of June, 2011, before me appeared Doris Overton, to me personally known, who, being by me duly sworn did say that she is the president of Mill Creek Manor, 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 Doris Overton acknowledged said instrument to be the free act and deed of said corporation.

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



Susan L. Clark
Susan L. Clark, Notary Public
Boone County, State of Missouri
My commission expires: 11-22-11