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*Nora Dietzel*  
Nora Dietzel, Recorder of Deeds

Title of Document: Affirmation and Declaration of Covenants, Conditions and Restrictions of Oak Hill Estates, a Subdivision in Boone County, Missouri

Date of Document: July 8, 2022

Grantor/Grantee: Iuvo Constructum, LLC, an Illinois limited liability company authorized to do business in the State of Missouri

Grantee's Mailing Address: 5507 Clybourne Court  
Columbia, MO 65203

Legal Description:

Lots 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, all in Oak Hill Estates, Plat No. 2, as shown by the plat of said subdivision, recorded in Plat Book 56, Page 50. Boone County, Missouri Records

All a part of:

THE NORTH HALF (N ½) OF THE NORTHWEST QUARTER (NW¼) OF SECTION TWENTY-FOUR (24), AND THE EAST HALF (E ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION THIRTEEN (13), ALL IN TOWNSHIP FORTY-SEVEN (47) NORTH, RANGE THIRTEEN (13) WEST, OF THE FIFTH (5TH) PRINCIPAL MERIDIAN, IN BOONE COUNTY, MISSOURI,

AND ALSO, A SMALL TRIANGULAR SHAPED TRACT OF LAND LOCATED IN THE EXTREME SOUTHERN PORTION OF THE TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP FORTY-SEVEN (47) NORTH, RANGE THIRTEEN (13) WEST, OF THE FIFTH (5TH) PRINCIPAL MERIDIAN, IN BOONE COUNTY, MISSOURI, BEING DESCRIBED BY SURVEY RECORDED IN BOOK 597, PAGE 441, RECORDS OF BOONE COUNTY, MISSOURI, AND WITH THE SAID SMALL TRIANGULAR TRACT BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE EXTREME SOUTHERN MOST POINT OF THE SURVEY RECORDED IN BOOK 597, PAGE 441, RECORDS OF BOONE COUNTY, MISSOURI; THENCE NORTH ON THE QUARTER SECTION LINE A DISTANCE OF 16.35 FEET TO A POINT; THENCE EAST ON A LINE PARALLEL TO THE NORTH SECTION LINE A DISTANCE OF 14 FEET TO THE POINT ON THE EAST LINE OF SAID SURVEY; THENCE SOUTH FOLLOWING THE EAST LINE OF SAID SURVEY A DISTANCE OF 21.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 114 FEET, MORE OR LESS.

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**AFFIRMATION AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF OAK HILL ESTATES, A SUBDIVISION IN BOONE COUNTY, MISSOURI**

**THIS AFFIRMATION AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (“Declaration”) is made as of the date on the signature page hereof by Iuvo Constructum, LLC, a foreign limited liability company, d/b/a Rave Homes, (hereinafter referred to as the, “Developer”).

**WHEREAS**, the Developer previously recorded a Declaration of Covenants, Conditions and Restrictions of Oak Hill Estates, a Subdivision in Boone County, Missouri, Recorded as Instrument No. 2022005169, in Boone County, Missouri, at Book 5590, Page 66 (the “Protective Covenants”), which subjected the real property to certain restrictions, covenants, reservations, and charges as set forth therein, each of which inures to the benefit and passes with said property and each and every parcel and lot thereof, and applies to and binds the undersigned and its successors and assigns;

**WHEREAS**, the real property to which said Protective Covenants applied, which shall be transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations, charges with respect to the various portions thereof set forth in the several clauses, and charges with respect to the various portions thereof set forth in the several clauses of this Declaration, is situated in the County of Boone, State of Missouri, and is more particularly described as follows, to-wit:

**(LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A)**

(the “Property”);

**WHEREAS**, said Property was previously subdivided into eleven (11) lots, as part of Final Plat of Oak Hill Estates, Plat No. 1, received and accepted by the Boone County Commission March 3, 2022, and recorded March 4, 2022, in Boone County, Missouri, as Instrument No. 2022004739, at Book 55, Page 7;

**WHEREAS**, thereafter, the Boone County Commission received and accepted Final Plat of Oak Hill Estates, Plat No. 2, on July 7, 2022, recorded July 7, 2022, in Boone County, Missouri, at Book 56, Page 50 (“Plat No. 2”);

**WHEREAS**, Plat No. 2 subdivides Lots 1, 2, 3, 5, 8 and 9, into Lots 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243; and

**WHEREAS**, no new or additional land has been annexed to, made a part of, or subjected to the Protective Covenants.

**NOW, THEREFORE, IUVO CONSTRUCTUM, LLC**, a foreign limited liability company, d/b/a Rave Homes, herein referred to as Developer, does hereby affirm and declare

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that the property described on Exhibit A, and Lots, and all Lots referred to herein and any improvements now or thereafter located thereon are subject to and bound by, and that said Lots and real estate shall be held, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations, charges and restrictions contained herein, all of which are for the purpose of enhancing and protecting value, desirability and attractiveness of said real estate, and Lots and all improvements now or hereafter located thereon; which said declarations and covenants are set forth in the Declaration of Covenants, Conditions and Restrictions of Oak Hill Estates, a Subdivision in Boone County, Missouri, Recorded as Instrument No. 2022005169, in Boone County, Missouri, at Book 5590, Page 66. Said covenants, conditions, and restrictions, shall be considered covenants running with the land whether or not the same are mentioned in subsequent conveyances and shall be binding upon the Developer and its successors in title to the real estate and Lots, and to its successors and assigns forever, and said covenants, conditions, restrictions and reservations are as follows:

**FURTHER**, Developer hereby affirms the grants and dedications for the use of the public as streets, drives, sidewalks, storm drainage facilities, sanitary sewers and water mains, all of the streets, drives, sidewalks, and storm sewers, sanitary sewers, and water main installations as are referenced on said Plats and / or are referenced within the supporting documents and installed pursuant thereto.

**FURTHER**, for the avoidance of doubt, and to affirm the applicability thereof to the lots further subdivided as Final Plat Oak Hill Estates, Plat No. 2, the Developer hereby reasserts the restrictions, covenants, reservations.

## ARTICLE I DEFINITIONS

For the purpose of this Declaration, certain words and terms are hereby defined.

Accessory Building: Separate building or buildings located on the same building site and which are incidental to the main building or to primary use of the premises.

Amenities: Any community facilities as the Association deems appropriate, if any.

Architectural Control Committee: The Developer or a committee appointed by the Developer, so long as Developer owns any Lots in the Subdivision and, thereafter, the Board of Directors of the Association or a committee appointed by the Board of Directors, with responsibility for overseeing architectural and structural continuity throughout the Development. The Architectural Control Committee may be referred to herein as the "Committee".

Association: The Oak Hill Estates Subdivision Homeowners' Association, a Missouri not-for-profit corporation, or a name similar thereto, established as provided for in this Declaration.

Builder: A Person who, or which, purchases a Lot and builds or constructs a house upon such Lot with the intent of immediately selling that house and Lot to a third party, without

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occupying same. Any Person occupying or leasing a house on a Lot for residential purposes shall cease to be considered a Builder, with respect to such Lot, immediately upon occupation of the house for residential purposes, notwithstanding that such Person originally purchased the Lot for the purpose of constructing improvements for sale to a third party. The Developer may sell a Lot, or portions thereof, to a Builder, other than the Developer, for purposes of building or constructing improvements located within such Lot. As elsewhere provided in this Declaration, the Developer may sell a Lot, or portions thereof, to a Builder other than the Developer, without assigning the Class B voting rights as to such Lot.

Building Area: That portion of a building site within which the construction and maintenance of a Dwelling is permitted.

Certificate of Substantial Completion. A certificate executed, acknowledged and recorded by the Developer, stating that all of the Lots in the Development, as herein described, have been sold by the Developer and the Dwellings to be constructed thereon are substantially complete, as reasonably determined by the Developer.

Common Area(s): Any common lots, common ground or common property as identified by the Plat(s), together with all other areas contained within the Development designated for the common use of the owners of more than one Lot, or all of the Lot owners, together with any other real estate or improvements owned or maintained by the Association or intended to be maintained by the Association including, but not limited to Lots C1 and C2. By example, and not as an exhaustive list, Common Area(s) include entrance areas, signs, landscape planters maintained by the Association, stormwater detention areas, Amenities and any utility facilities. In addition, all areas within the right-of-way of Boone County streets, including landscaped medians and other improvements, such as irrigation systems, meters, plantings and retaining walls. Actual maintenance of the streets, curbs and drainage systems routinely provided by Boone County, are specifically excluded from the definition of Common Area(s). Trees, shrubs and plantings, placed in the right-of-way by individual Lot owners after purchase of their Lot, shall not be considered part of the Common Area and shall not be maintained by the Association.

Common Elements: The Common Area and all structures and improvements erected or constructed thereon, or contained herein or thereon, and all rights and appurtenances belonging, and all fixtures and equipment intended for the mutual use, benefit and enjoyment of the Lot Owners, or for the mutual use, benefit and enjoyment of the owners or occupants of several Lot Owners.

Development: The real estate contained within the boundary lines of the Plats referred to above, together with any real estate hereafter annexed to the Development, and all improvements now or hereafter situated thereon, and all Dwellings and buildings now or hereafter situated thereon.

Developer: Means and refers to Iuvo Constructum, LLC, an Illinois limited liability company authorized to do business in the State of Missouri, and known as Rave Homes, and all heirs, grantees, purchasers, lessees, executors, assignees and successors in interest, subject to the terms and conditions set forth in this Declaration. A conveyance by the Developer, by Warranty

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Deed or otherwise, shall not be deemed to be an assignment of any of Developer's rights, as the Developer, unless such rights are specifically assigned as a part of such deed or conveyance. Such rights can only be assigned by a written deed, instrument or assignment by the Developer, including a specific recital in said document, which specifically refers to the rights of Developer under this Declaration.

Dwelling: Any building occupied or designed to be occupied by and used exclusively for a residence by a single family.

Ground Floor Area: That portion of a Dwelling that is built over a basement or foundation above surrounding grade, but not over any other portion of the Dwelling.

Limited Common Areas: Mean and include those Common Areas that are reserved for the use of only certain Lots, to the exclusion of all other Lot Owners.

Lot: Shall include all Lots as shown on the Plats referred to herein, including Lots 4, 6, 7, 10 and 11, and Lots 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242 (representing lots previously identified as Lots 1, 2, 3, 5, 8 and 9), inclusive; and all other Lots subject to this Declaration, which are platted separately hereafter and described on a Plat recorded in the Records of Boone County, Missouri. In addition, if Developer hereafter elects to annex additional tracts or parcels of real estate to the Development, "Lot" shall further be construed to mean and include all Lots shown on the plat(s) of said annexed tracts or parcels. Each Lot shall contain a Dwelling, except as otherwise permitted herein. Any platted Lot that is designated by the Plat as "Common Area" or which becomes a Common Area, or which is declared by the Developer to be Common Area, including but not limited to Lots C1 and C2, shall be excluded from the definition of "Lot". The Developer reserves the right to modify or amend any Plat as to any Lot(s) owned by the Developer.

Lot Owner: The Person or Persons whose estates or interests individually, or collectively aggregate fee simple ownership of a Lot; provided, neither the Developer, nor a Builder intending to sell a Lot on which a Dwelling is built, shall be deemed a Lot Owner.

Person: A natural individual, corporation, partnership, limited liability company, trustee or other legal entity capable of holding title to real property.

Plat: The Final Plat of Oak Hill Estates, Plat 1 and the Final Plat of Oak Hill Estates, Plat 2, as herein described. If Developer makes additional tracts of real estate subject to the terms and conditions of this Declaration, the word "Plat" shall further be deemed to mean and include the plats of any additional tracts of real estate so annexed to the Development.

Property: Land, property and space comprising a parcel, all improvements and structures erected, constructed or contained therein or thereon, including any Dwelling, buildings and all easements, rights and appurtenances belonging thereto and all fixtures and equipment intended for the mutual benefit or enjoyment of the Lot Owners.

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Subdivision. Oak Hill Estates Subdivision, Boone County, Missouri.

## ARTICLE II AREA OF APPLICATION

The proposed covenants below, in their entirety, shall apply to Lots 4, 6, 7, 10 and 11 as shown on the Final Plat of Oak Hill Estates, Plat 1, and Lots 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, inclusive, as shown on the Final Plat of Oak Hill Estates, Plat 2, dividing Lots 1, 2, 3, 5, 8 and 9 as set forth in Final Plat of Oak Hill Estates, Plat 1, said Subdivision, as amended from time to time.

## ARTICLE III USE RESTRICTIONS

The Lots and the buildings, structures and dwellings located thereon shall be subject to the following use restrictions:

1. Use of Lots; Land. None of the Lots may be improved, used or occupied for other than single-family, private residential purposes, and no duplex, flat, boarding house, rooming house, apartment house or other multi-family or multi-unit residential structure, or non-residential structure or other improvement (except Exterior Structures approved by the Architectural Control Committee) may be erected thereon. No more than one-single family residence shall be located on any Lot. All residences in the Development shall be of new construction on-site; no residential building which has previously been at another location shall be moved onto any Lot, and no "prefabricated", "modular", "manufactured" or otherwise preassembled or preconstructed homes or structures of any nature or kind whatsoever (except Exterior Structures approved by the Architectural Control Committee) shall be permitted. No camper, trailer, mobile home, vehicle, tent, outbuilding, exterior structure, or any other apparatus or structure whatsoever, except the permanent residence, shall at any time be used for human habitation, temporarily or permanently, nor shall any residence or other structure or improvement of a temporary character be erected, moved onto, or maintained upon any of such Lots or Common Areas. Further, no Lot shall be subdivided by deed, plat, survey or otherwise, into smaller Lots, tracts or parcels without the prior written consent of the Developer, during such time as Developer retains any Class B Membership rights and, thereafter, by the Association. No Lot Owner may acquire any combination of Lots and then re-subdivide or reapportion said Lots in any manner without the prior written consent of the Developer, during such time as Developer retains any Class B Membership rights and, thereafter, by the Association. Nothing herein shall prevent the Developer from re-subdividing or reappportioning any Lot, or combination of Lots, within the Development.

2. Allowable Structures: No structure shall be erected, altered, placed, or permitted to remain on any Building Site other than one single family Dwelling with attached private garage of not less than three (3) cars. No Additional Structures (or exterior structures), incidental

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to residential use shall be allowed, except with the advanced written consent of the Architectural Control Committee, and as otherwise provided for herein.

3. Building Uses. No building shall be used for any purpose other than that permitted by the general zoning ordinances of Boone County, Missouri, which are applicable to the Lot. Specifically, except for the Common Areas, no Lot in the Subdivision shall be used for any purpose whatsoever other than a Dwelling, without the prior written approval of the Architectural Control Committee.

4. Residential Use Only. Home offices for use by the occupants of the residence are permitted, provided that they are not discernable from outside the Dwelling, and customers, clients or patients are not received there for business or commercial purposes, other than on an incidental basis. No automotive repair, rebuilding or any other form of automotive maintenance, for hire, shall be permitted in the Subdivision. Owners may perform periodic maintenance of their own motor vehicles, within the Owner's garage. Any use inconsistent with the applicable zoning ordinances of Boone County, Missouri, shall be prohibited.

5. Additional Structures. Additional and/or accessory structures or improvements, including walls, fences, dog houses, posts, storage sheds or buildings of any nature whatsoever, or similar items of any kind or nature whatsoever, may be erected upon any Lot, in addition to the Dwelling, and any patio, walk, deck, porch and/or other improvements originally constructed by the Developer, Builder or Lot Owner, if they meet the guidelines established, and plans and specifications approved, by the Committee.

6. Model Homes. Any Builder desiring to construct and display a model home must obtain written approval from the Architectural Control Committee, prior to commencing construction.

7. Sidewalks. In accordance with the Boone County, Missouri, regulations for all subdivisions with lots of 0.5 acres or more, this Development will not have sidewalks along the roadway.

8. Trampolines. Trampolines may be permitted within the Subdivision if they are in good aesthetic and functional condition and are properly secured to the ground. Any trampoline must be placed in a location that is hidden from street view, and the view of neighboring homes, to the extent reasonably possible, and shall require written approval of the Architectural Control Committee, prior to installation.

9. Firearms. No firearm of any kind is permitted to be discharged within the Development, for recreational purposes.

10. Sanitary Sewer. A pressure sanitary sewer system shall be installed within the Development, which will be served by the Boone County Regional Sewer District. Builders and Lot Owners shall be responsible for connection to, and maintenance of, the pressurized sanitary sewer system on their Lot, along with applicable sewer fees for such connection and maintenance. No private, on-site, sewage disposal system shall be permitted on any Lot.

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11. Storm Water Facilities. An agreement exists between the Developer and the Boone County, Missouri, Resource Management Department, which dictates the responsibilities of the Developer, its successors and assigns, and shall include the Association, with respect to management of stormwater/BMP facilities and/or stormwater quality treatment within the confines of the Development. Developer and/or the Association shall be responsible for complying with the terms of said agreement. In connection with these responsibilities, Developer and/or the Association, shall be allowed reasonable access across Lots 4, 10, 11, 204, 210, 211, 222, 223, 224, 225, 226, 231, 232, 233, and 234, to perform maintenance to the neighborhood stormwater facilities located on, or near, these Lots.

12. Permissible Building - Order of Construction: All buildings erected on any Lot shall be constructed of material of good quality suitably adapted for use in the construction of residences, and no old building or buildings shall be placed on or moved to said premises. The provisions herein shall not apply to temporary buildings and structures erected by builders in connection with the construction of any Dwelling and which are promptly removed upon completion of such Dwelling.

13. Non-Occupancy and Diligence During Construction: The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed, and no such building or structure shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein. No excavation except as is necessary for the construction of improvements shall be permitted. No construction shall be suspended for more than thirty (30) working days, without the express written consent of the Architectural Control Committee.

14. Temporary Structures: No structure of a temporary character, by non-exhaustive example, a shed, shack, tent, locker or other outbuilding, shall be permitted on any Lot, unless included in the plans and specifications of the Dwelling as originally approved by the Architectural Control Committee. The provisions herein shall not apply to temporary buildings and structures erected by Builders, or the Developer, in connection with the construction of any Dwelling and which are promptly removed upon completion of such Dwelling.

15. Open Fires. No open fire shall be permitted within the Development, with the exception of (a) outdoor fires contained in a grill and used for preparation of food, and/or (b) fires contained in an outdoor fireplace or fire pit. No household trash, household garbage or household waste shall be burned on any Lot.

16. Maintaining Trees. The Developer, Builders and Lot Owners, shall strive to minimize any clearing of the remaining trees during completion of Lot grading and infrastructure installation.

17. Signs: No sign of any kind, other than (a) one reasonable "For Sale" sign, of no greater dimensions than 18" x 24" in size, (b) those identifying a Common Area building or structure, such as a pool, park or trail and (c) those signs used by a Builder or Developer to



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advertise property before and during construction and sale of a home, shall be displayed on a Lot within the Development, of no greater dimensions than 18" x 24" in size. A "For Sale" sign may not be posted for a period of more than 360 consecutive days. No political, "For Rent" or "For Lease" signs shall be permitted in the Development.

18. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, and no oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

No person, firm, or corporation shall strip, excavate, or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation or grading incidental thereto.

19. Livestock, Poultry and Pets: No animal, livestock, poultry, swine, reptiles, or pet of any kind shall be raised, bred or kept upon or in any portion of the Development, except: (a) no more than two dogs or two cats, or one dog and one cat, may be kept on a Lot; and (b) no more than 3 chickens may be permitted. No roosters shall be allowed. No dogs, cats, chickens or other permitted household pet shall be kept, bred or maintained in the Development for any commercial purpose. No dogs, cats, chickens or other permitted household pets shall be kept in the Development if it becomes a nuisance by reason of unreasonable barking, noise, vicious propensities or other causes. No dogs, cats, chickens or other permitted household pet shall be permitted to run at large off the Lot of the pet owner. All dogs, cats, chickens or other permitted household pets must be kept under sanitary conditions, and shall be kept within the boundaries of the Lot or under the control of the Owner of a Lot. Further, no dog house, dog pen or dog run, shall be constructed upon any Lot without the prior written consent of the Committee. If the Association receives three (3) complaints of a violation of this Paragraph 19, by an Owner, the Association shall have the right to require removal of said dog, cat, chicken or other household pet, from the Development.

20. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, rubbish, garbage, grass, or other cuttings and other waste, and any other material being thrown away or disposed of by any Lot Owner, or tenant on the premises, shall be kept only in sanitary containers and shall not be dumped upon any other Lot in the Subdivision. All such bins and containers shall be fly-tight, rodent proof, non-flammable, reasonably waterproof, and shall be covered. All such bins and containers shall be stored, either in a building, or in an unobtrusive location on the Lot. The containers must be removed from the Lot at least once each week. No household trash shall be burned on any Lot. Each Lot Owner shall be responsible for securing a third party vendor to provide trash removal for the Lot.

21. Storage and Storage Tanks: No building material of any kind or character shall be placed or stored upon a Lot until the owner is ready to commence improvements in compliance with approved plans and specifications, and then such materials shall be placed within the property lines of the Lot upon which improvements are to be erected. The outdoor placement, or

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storage, of materials, equipment or other items on the exterior of a Dwelling or other building, shall be prohibited, except items such as patio tables and chairs, or other exterior furniture or furnishings, located upon any porch, patio or deck. No tank for the storage of fuel or other chemicals may be constructed or maintained on any Lot, without the express prior written consent of the Architectural Control Committee or the Association.

22. Exterior Modifications. No significant or substantial external modification or addition to any Lot, occurring after approval of the original plans and specifications, shall be permitted unless approved in writing by the Architectural Control Committee.

23. Dumping Ground. No Lot shall be used or maintained as a dumping ground. No trash, junk, debris or refuse, shall remain on any Lot for a period in excess of seventy-two (72) hours.

24. Maintenance. All Lots shall be mowed, trimmed and maintained by individual Lot Owners and regardless of whether or not a Dwelling is constructed thereon; provided, the foregoing is not intended to require maintenance of grass during construction of a Dwelling. All portions of Lots, including the Dwelling, all landscaping and all buildings, structures and improvements, situated on the Lots, shall be maintained in a highly neat, clean, safe, sanitary, debris-free, attractive and aesthetically pleasing condition. Dwellings, improvements and buildings shall be maintained in good repair and condition, free and clear of all unsightly conditions. No dead and/or dying vegetation and/or trees shall be permitted within the landscaped and manicured areas of a Lot. No chipped, faded and peeling paint, nor any brick and stone work requiring tuck pointing, roofs requiring repair or lawns requiring mowing, weeding or replacement shall be permitted. In the event any Lot Owner shall fail or refuse to maintain his/her property in a clean, safe, neat, attractive and aesthetically pleasing condition, or if such standards are disputed by the Lot Owner, the Architectural Control Committee, and/or the Association, shall notify the Lot Owner of the condition and advise that the condition must be corrected by the Lot Owner within 14 days of the date of such notice. If the Lot Owner fails to correct the deficiency, if a deficiency capable of being corrected within the time frame set forth herein or, if not, commences correction of the deficiency and continues to diligently pursue same, the Architectural Control Committee, or the Association, may correct the deficiency and the cost thereof shall be borne by the Lot Owner, and enforced as provided in Article IV, Section 5, below.

25. Street Sight Line Obstruction: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines extended and a line connecting them at points thirty (30) feet from the intersection of the right-of-way lines.

Further, none of the above-described obstructions shall be placed or permitted to remain in the triangular area formed by a street right-of-way line and either edge of any driveway and a line connecting a point thirty (30) feet on the street right-of-way line outward from the edge of the driveway and a point on the edge of the driveway fifteen (15) feet from the street right-of-way line.

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26. Parking: No travel trailers, recreational type vehicles, mobile homes, boats, boat trailers, motorbikes, trail bikes, snowmobiles, trucks, campers, motor homes, motorcycles, lawn care equipment or like vehicles or items shall be kept on the Lot or anywhere in the Subdivision and its additions, parking, or common areas, except within the Owner's enclosed garage. No partially dismantled, non-operating wrecked or discarded vehicle, nor vehicles in disrepair or in an inoperable condition shall be parked, left or stored outside, on any Lot for more than twenty-four (24) hours, or upon any of the public roadways abutting any Lot, at any time. Operative automobiles, vans, sports utility vehicles and pick-up trucks, which are in good condition and repair, and which are used with regular frequency, are permitted to be parked on uncovered and non-enclosed parking spaces on any Lot. This section shall not apply so as to interfere with the construction of any Dwelling, or the development of any part of the Development. Further, no street parking shall be available for the Owner of any Dwelling. Only guests shall be entitled to park operative automobiles, vans, sports utility vehicles and pick-up trucks on public streets within the Development, and for no more than 24-hours. The foregoing notwithstanding, in the event the County has in place a more restrictive limitation for on-street parking, that limitation shall prevail.

27. Recreational Vehicles. Golf carts, utility vehicles, powered scooters, mopeds or similar vehicles may be operated within the Development, Common Areas, or within the Lots themselves. Dirt bikes, motor bikes, two-wheel, three-wheel, four-wheel or greater numbered wheel recreational vehicles may not be operated within the Development, Common Areas, or within the Lots themselves. All such vehicles must have a suitable muffler so as to provide for quiet operation. All such vehicles must be stored within a garage or other approved structure.

28. Driveways: Driveways between road and residence must be paved with concrete and shall be the responsibility of the lot owner to maintain.

29. Post Lantern: The Owner shall, upon completion of the Dwelling, install an electric post lantern within ten (10) feet of the intersection of the driveway and street right-of-way, which must be approved by the Architectural Control Committee. The owner shall, upon actual occupancy of the lot, maintain the lantern. The lantern shall be illuminated during the hours of darkness and shall be equipped with an automatic control device for this purpose. The lantern shall be equipped with appropriate lights having an equivalent minimum of seventy-five (75) watts.

30. Mailboxes. The Association shall be responsible for securing the actual maintenance, repair and reinstallation of any and all shared mailbox assemblies within the Subdivision. Any initial or replacement mailbox assembly, or any substantive modification of the assembly or supports, shall be approved by the Architectural Control Committee, in its sole discretion, which shall not be unreasonably withheld; provided, all mailbox assembly units within the Subdivision shall be substantially similar in appearance.

The Association shall invoice each owner-member whose Lot is subject to a shared mailbox assembly, for its proportionate share of costs related to the maintenance, repair and/or reinstallation of a shared mailbox assembly associated with said Lot (the "Shared Mailbox

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Expense”). The Shared Mailbox Expense shall be paid, when due, and shall become a lien upon the Lot Owner. Defaulting Lot Owners shall be liable to the Association for all costs and expenses, including attorneys’ fees and collection costs and expenses, incurred by the Association in collecting any unpaid Shared Mailbox Expense. The Association is granted full authority to enforce this provision.

31. Construction: If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens, or charges herein provided, or any part thereof, is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens, or charges, or any part thereof, shall be thereby affected or impaired.

32. Satellite Dishes, Antennas and Other Equipment: To the maximum extent permitted under applicable Federal laws and regulations, the Developer and/or the Architectural Control Committee shall have authority to control the type, location and placement of satellite dishes and antennas. Unless applicable law prevents such restriction, no satellite receiver dishes, television receiver dishes, antennas, transmitting or broadcasting equipment, appurtenances thereto, or similar equipment, shall be placed, stored, kept or used upon any Lot at any time, either temporarily or permanently, without having obtained the prior written consent of the Architectural Control Committee. Television antennas may be attached to structures; however, the location thereof shall be restricted to the rear of the ridgeline or centerline of the roof so as to be hidden from sight to the greatest extent possible when viewed from the fronting street. No visible exterior wiring shall be permitted on the exterior portion of any Dwelling, building or improvement, situated upon any Lot, except as may be approved by the Architectural Control Committee. No air conditioning units, or other types of appliances, shall be installed or permitted, which protrude through the walls, roof or window area of any Dwelling or building, on any Lot, except as may be approved by the Architectural Control Committee.

33. Surface Water and Drainage. No obstruction, diversion or change in the natural flow of surface water shall be made by any Builder, Lot Owner or agent thereof in such manner as to cause damage or to interfere with any other Lot or Common Area. Each Lot Owner must accommodate incoming drainage flows in a manner so as to distribute storm water drainage in a reasonable manner to subservient owners so as to not interfere with the use of their properties. In a manner consistent with these requirements, Lot Owners may redistribute storm water drainage on their respective Lots for development purposes so long as drainage is not obstructed or unreasonably diverted.

It shall be the responsibility of the Lot Owner of each Lot to provide for adequate drainage from such Lot and/or improvements thereon. It shall be required that each Lot Owner must direct all roof drains to permeable surfaces to the extent possible. Neither the Developer, nor any Architectural Control Committee, nor the Association or its Board, shall have any liability, obligation or responsibility under this Declaration or otherwise to assure a Lot Owner of adequate or appropriate drainage of groundwater, surface water or storm water. The responsibility to provide adequate drainage shall be the responsibility of each Builder and/or Lot Owner. Each Lot Owner must proceed reasonably in dealing with drainage of and across his/her Lot and in dealing with surface water to be drained from and across such Lot Owner's Lot.

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34. Easements: Easements for installation and maintenance of underground utilities and drainage facilities are reserved as noted on the recorded Plat. No building or outside facility within the Subdivision shall be supplied with utility service lines above the surface of the ground. Each lot owner shall grant a written easement for such underground service upon request of the interested utility. No structures, walls, fences, plantings or any materials shall be placed, planted or permitted to remain within the platted easements or public ways which may damage or interfere with the installation, operation or maintenance of the utilities. All utilities serving this Subdivision and all connections made thereto shall be located beneath the surface of the ground excepting therefrom transformer installations, service pedestals and existing aboveground utilities in place prior to the platting of this Subdivision.

35. Nuisances: No illegal, noxious, noisy or offensive activity shall be carried on upon any Lot or Common Areas, nor shall anything be done thereon which may be or may become an annoyance or nuisance to an Owner or occupant of any Lot. If the Lot Owner fails to do so, the Architectural Control Committee, or the Association in the absence of the Architectural Control Committee, may cause weeds to be cut and a lien may be filed against the property for weed mowing. Lot Owners shall endeavor to keep Lots clean of debris and waste materials so as to preserve a neat appearance in the Subdivision. All lawns shall be well maintained, and grass shall be kept mowed to a height of eight (8) inches or less. All empty Lots shall be well maintained, and grass shall be kept mowed to a height of twelve (12) inches or less, or as required by Boone County.

36. Gardens: Reasonable vegetable and/or general produce gardens are permitted, but require prior written consent of the Committee, prior to installation and/or planting.

37. Garages: Except and unless an Owner, and/or invitee thereof, is actively utilizing garage or delivery doors, or maintaining line of site thereto, said garage or delivery doors shall remain closed.

## ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee is responsible for overseeing the architectural and structural continuity of the Development, and as otherwise provided herein.

1. Role of the Architectural Control Committee. In no event shall the Board of Directors of the Association, as the Architecture Control Committee consent to any exterior addition to, change to, or alteration of: external color or building material; erection or building of any structure; or building or improvement located within a Lot or the Common Areas, unless it is deemed to be in the best interests of the Association and the Development and is deemed to be in harmony with the external design, location, size, and appearance of the surrounding structures and topography and is deemed to be of at least the same quality as the then existing structures within the associated Lots and the Development.

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2. Architectural Control:

a. Committee Membership: The Architectural Control Committee is initially composed of Developer, until such time as eighty (80) percent of the Lots within the Development are developed and, thereafter, shall be composed of the Developer and Board of Directors of the Association. At such time as the Developer no longer holds any Class B membership rights, the Board of Directors of the Association, or a subsection thereof, shall compose the Architectural Control Committee. A majority of the committee may designate a representative to make its report. Except as hereinafter provided, in the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor.

b. Powers: It is the purpose of architectural control to promote the residential development of the Development, and to enhance property values therein; therefore, the Architectural Control Committee ("Committee") shall have the right and power to reject approval of plans submitted for approval if they do not, in the Committee's opinion, benefit and enhance the residential development of the area; such approval, however, shall not be unreasonably withheld. The Committee shall have the power to approve reductions in set-back requirements by not more than is permitted by then applicable zoning ordinance. The Committee shall have the further power to reduce minimum Dwelling size requirements where the size, shape, and location of the Lot warrants such variance in the opinion of the Committee.

No Dwelling or exterior structure may be erected upon any Lot unless and until the building plans and specifications therefor, including elevations, roof pitch(es), design, floor plan dimensions, color of roof, color of exterior walls, construction materials, any retaining wall plans, materials and locations, and any other necessary information has been submitted to, and approved in writing, by the Committee. No change or alteration in, or deviation from, the approved Dwelling plans and specifications shall be made unless and until, such change, alteration or deviation has been submitted to, and approved in writing, by the Committee. The Committee shall have the power and authority, in its discretion, and without liability to any person or entity owning or having an interest in any Lot, approve building plans, specifications, materials, location, elevation, grading plans, landscaping plans, and/or exterior color schemes, even though the same do not comply with the provisions set forth below. No waiver or variance of any one or more of the underlying provisions, granted by the Committee, shall be deemed a change of the underlying provisions, nor shall any such waiver or variance require the Committee to make a similar, or related, waiver in the future.

The foregoing notwithstanding, however, the Committee shall rely upon the following provisions, which shall be binding upon the Owner of each Lot:

i. Building Plats, Etc.: No building, Dwelling, fence, or other structure or excavation shall be erected, constructed, altered or maintained upon, under or above or moved upon any part of said Subdivision unless the plans and specifications thereof, showing the proposed construction, nature, kind, shape, height, material, and color scheme thereof, and building elevations, and a plot plan showing lot lines, boundaries of the Lot, distance from the boundaries of the

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Lot to the building and the grading plan of the Lot shall have been submitted to and approved by the Committee, and until a copy of such plans and specifications, plot plan and grading plan, as finally approved, is deposited for permanent record with the Committee.

ii. Approval by Architectural Control Committee: The Architectural Control Committee shall, upon request, and after satisfactory completion of improvements, issue its certificate of completion. The Committee shall strive to approve or disapprove of a proposed design or plan, in writing, within thirty (30) days after said plans and specifications have been submitted to it. If the Committee fails to approve or disapprove a proposed design and plan, in writing, within thirty (30) days after said plans and specifications have been submitted to it, approval per this Article shall be deemed not satisfied. The absence of an approval for the plans and specifications results in their deemed disapproval.

iii. Right of Inspection: During any construction or alteration required to be approved by the Architectural Control Committee, any member of the Committee, or any agent of the Committee, shall have the right to enter upon and inspect, during reasonable hours, any Lot embraced within, whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

iv. Waiver of Liability: The approval by the Architectural Control Committee of any plans and specifications, plot plan, grading, or other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by the Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same Lot or any other Lot. Neither the said Committee nor any member thereof, nor the present owner of said real estate, shall be in any way responsible or liable for loss or damage, for any error or defect which may or may not be shown on any plans and specifications or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter whether or not the same has been approved by the said Committee or any member thereof, or the present Lot Owner of said real estate.

v. Constructive Evidence of Action by Architectural Control Committee: Any title company or person certifying, guaranteeing, or insuring title to any Lot or parcel in such Subdivision, or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the Architectural Control Committee and such certificate shall fully protect any purchaser or encumbrancer in good faith acting in reliance thereon.

3. Minimum Requirements. So long as this Declaration is in full force and effect, the following minimum building standards and architectural controls shall apply, unless expressly waived by the Committee, in writing, for good cause shown relating to topography of

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the Lot, substrate or soil conditions, or configuration of the Lot, or other reason giving justification for such waiver.

a. All materials used in construction shall be new. It is the intent and purpose of these covenants to assure that all Dwellings shall be of the quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded.

b. Each Lot Owner and/or Builder shall refer to the Plot Plan (as defined below) provided by the Developer for each specific Lot in the Development to determine the minimum front, side and rear set-backs required on each Lot; provided, in no event shall any Dwelling with attached garage, or other structure, permitted by the Committee, be located closer to the boundary lines of any Lot, than fifty (50) feet from the front boundary line, fifteen (15) feet from the side boundary line, and fifty (50) feet from the rear boundary line. However, the Committee shall encourage each Lot Owner and/or Builder to exceed such minimum requirements. All driveways and driveway approaches shall be concrete, and constructed with locations, and dimensions that comply with the standards of Boone County, Missouri; provided, the first 50' of the driveways of the following: Lots 204 and 215 shall be concrete, with the balance thereof constructed of dust-free materials approved by the Architectural Control Committee.

c. No Dwelling or building shall be erected or maintained on any Lot unless the entire exterior front wall space of the building and the entire side wall and back wall spaces of the building are composed of brick, stone, dryvit stucco, fiber cement siding products or a combination thereof, excluding windows, doors, and garage doors, without the prior written consent of the Developer Committee. At least 60% thereof, shall be of brick or stone approved by the Architectural Control Committee. In addition, polypropylene and/or polymer shake products may also be used on the exterior front wall space and/or side wall space of the building if it is used in conjunction with the other materials listed herein above. No vinyl or steel exterior siding shall be used on any dwelling without the prior written consent of the Committee.

d. All buildings shall have continuous standard foundations, unless otherwise approved in writing by the Committee.

e. All basement walls shall be poured concrete.

f. No detached accessory building, barn, storage shed (permanent or portable), fence, satellite dish swimming pool, television antenna or radio antenna shall be permitted on any Lot without the prior written consent of the Committee.

f. Detached accessory buildings and improvements may be permitted, upon securing the prior written consent of the Committee. Such buildings or improvements, and the plans therefor, must include allowable exterior finishes as described in Article IV, Section 3.c. above, and must be located behind the Dwelling. Plans for all accessory buildings, fountains, retaining walls, walkways, patios, and other improvements must be submitted to the Committee for written approval prior to beginning construction or installation to ensure



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compatibility with local regulations, the Development, Lot topography and any adjoining Lots or properties.

g. Basketball goals are allowed. However, basketball goals may not be attached to the front or sides of the Dwelling on a Lot, nor may same be installed or kept or used within a street right-of-way. Basketball goals must be permanent and cemented into the ground.

h. All homes must meet the following minimum size requirements:

i. The finished living area of the ground floor of a slab one-story dwelling shall contain not less than 2,200 square feet.

ii. The finished living area of a ranch with a walk-out basement, shall contain not less than 2,100 square feet on the ground floor or main level.

iii. The finished living area of the ground floor of a two-story dwelling shall contain not less than 1,500 square feet on the ground floor and not less than a total of 2,500 square feet on both floors.

iv. All homes shall contain, at a minimum, a three (3) car garage.

i. A building plan packet must be submitted for approval to Committee prior to beginning construction. The building plan packet shall include:

i. An informational cover page stating the Lot number, Owner name and contact information, Builder name and contact information, time line for building the Dwelling, and each structure, and any other relevant information not otherwise specifically set forth herein;

ii. The proposed exterior materials and colors with an elevation drawing for all proposed Dwelling, buildings and structures, also including but not limited to roof pitch;

iii. The plans and materials for any proposed retaining wall;

iv. Complete floor plans with dimensions;

v. A plot plan showing:

A. The exact location of the proposed Dwelling, building(s) and other structures, their orientation, and distances to the boundary lines from each side of the building(s);

B. Driveway, walkway, porch, patio, retaining walls, fences and any parking space locations(s);

C. The existing tree line, any proposed clearing; and

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D. Erosion control measures.

v. The storm water control plan;

vi. The sewer system details, including the location of the tank in relation to the home, driveway and property lines, as well as the elevation of the bottom of the tank and elevation of the driveway at minimum so that the elevation difference between them does not exceed 15 feet; and

vii. A landscape plan.

4. Permissible Construction - Schedule of Construction: Only one Dwelling structure shall be constructed per Lot.

Outbuildings, above ground swimming pools, trampolines or large playground equipment are prohibited. In-ground swimming pools may be permitted, but shall not be installed without the prior written consent of the Committee. Small, seasonal, kiddie pools, may be reasonably located in the yard during the swimming season. Hot tubs may be permitted with the prior written consent of the Committee. No exterior structure shall be erected upon, moved onto, or maintained upon any Lot, except with, and pursuant to, the advance written approval of the plans, specifications, materials, locations, elevations, landscaping plans and color schemes thereof, by the Committee.

All Dwellings must have a driveway, which shall be constructed of concrete; except the driveways of Lots 204 and 215, which shall be concrete for the first 50' in length, commencing at the street, and thereafter of a dust-free material approved by the Architectural Control Committee. Driveways between the sidewalk and the street shall be a minimum four (4) inch thickness, unless a greater thickness is otherwise required by the standards of Boone County, Missouri. Flat roofs and mansard roofs are not permitted.

Any fence over six (6) feet in height shall not be allowed; however, the design for any fence to be erected shall be submitted to the Architectural Control Committee for approval prior to beginning construction or installation, to ensure compatibility with local regulations, the Lot topography and adjoining Lots or properties. Fences shall be designed and constructed of black aluminum only; and consistent with the types of fences generally allowed in the Development. All fences shall be constructed with the support framing facing the interior of the lot and the fence facade to the outside of the framing. No privacy fences shall be permitted.

All landscaping shall be completed in accordance with plans approved in writing by the Committee. All yards must be sodded in front. All side and rear yards shall be seeded, hydro-seeded or sodded within three (3) months of occupancy, weather permitting. Erosion control must be maintained until the ground is stabilized. All front lawns shall have a minimum of one (1) tree being 2 ½ inches in diameter and a minimum of twelve (12) shrubs no smaller than three (3) gallons each. No tree or shrub shall be maintained in such a manner as to obstruct the view

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of vehicular traffic. Each Lot Owner shall install an irrigation system that serves any disturbed areas of the front and side yards of each Lot.

All construction upon a Lot, and all landscaping required by these covenants shall be completed within one (1) year of the start of construction thereon.

Following the completion of construction of any Dwelling or exterior structure, no exterior colors shall be changed, and no exterior additions or alternations shall be made unless and until the changes have been submitted to, and approved in writing by, the Committee. All replacements of all, or any portions of a Dwelling, because of age, casualty, or other reason, including without limitation, roofs and siding, shall be of the same materials, location and elevation, as the original structure, unless the changes have been submitted to, and approved in writing by, the Committee.

5. Enforcement. Any construction, alteration, or other work done in violation of this Article shall be deemed to be non-conforming. Upon written request from the Committee, the Lot Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the construction, alteration, or other work. Should the Lot Owner fail to remove and restore as required hereunder, the Committee shall have the right to enter the property, remove the violation, and restore the property to the same condition as existed prior to the construction, alteration, or other work. All costs, attorneys' fees and interest may be assessed against the affected Lot and collected as a special assessment.

6. Personal Interests. Any personal interests, or alleged personal interests, of any member of the Committee with respect to matters to be submitted to such Committee for its determination shall be waived as a disqualification and any member of the Committee shall be permitted to participate in any decisions, whether or not such member has, or arguably has, an interest in the matter to be decided by the committee. All determinations of the Committee shall be final and binding. The Committee shall have sole, absolute, unlimited and unmitigated discretion with respect to all matters submitted to it for its determination, and no requirement that it be reasonable in its action shall be deemed to be expressed or implied, as all such requirements are waived and eliminated in their entirety.

7. Liability. Notwithstanding any other provisions contained herein, the Committee and the members thereof shall be exempt from, and shall not be liable for, any claims, actions, causes of action, demands, losses, suits, liability, or expenses of kind, nature or description whatsoever, so long as the Committee acted in good faith. The sole requirement shall be that the Committee acted in good faith. If the members of the Committee acted in good faith, then all determinations made by said members shall subject said members to no liability or responsibility of any kind, nature or description whatsoever, under any circumstances whatsoever. In no event shall any member of the Committee be liable in any action for damages. The sole rights of a party seeking relief against the Committee or a member of the Committee, shall be to seek an order of court, or of a tribunal of appropriate jurisdiction, requiring that the Committee or any member thereof take any action which the petitioning party deems legally required of the Committee or of such

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member. The sole requirement shall be that the Committee, in exercising its sole, absolute, unlimited and unmitigated discretion, act in good faith, and that it not act in an arbitrary, capricious or malicious manner.

### ARTICLE V HOMEOWNERS ASSOCIATION

1. Purpose. The Association is responsible for managing the Development, including all Common Areas, common facilities and common affairs of the Lot Owners.

2. Formation. The Association shall be formed by the Developer by the filing of Articles of Incorporation for a non-profit corporation in the office of the Secretary of State of Missouri. This new organization shall be called Oak Hill Estates Subdivision Homeowners' Association, or a name similar thereto. The responsibilities of the Association shall be more fully described by the following terms of this Declaration.

3. Membership in the Association. There shall be three classes of membership in the Association: Class A (voting), Class B (voting) and Class C (non-voting). No Common Area shall hold a membership interest (voting or non-voting) in the Association.

a. Class A Membership. Each Lot Owner, as herein described in this Declaration, to whom title to the Lot has been conveyed by the Developer, its assignees or its successors in ownership, shall automatically be a Class A Member of the Association and shall be subject to the jurisdiction of the Association as a Class A Member and shall be subject to assessments levied by the Association under the following provisions of this Declaration, and shall be entitled to the rights and privileges of Class A Member in the Association, as provided herein. Class A membership in the Association shall not be optional. There shall be one (1) Class A membership in the Association appurtenant to the ownership of any one Lot which is subject to assessment by the Association. Once conveyed, Class A membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of a Lot shall be the sole qualification for Class A membership in the Association. Class A membership in the Association cannot, under any circumstances, be partitioned or separated from ownership of a Lot subject to the jurisdiction of the Association and any covenant or agreement to the contrary shall be null and void. No Lot owner or owners shall execute any deed, lease, mortgage or other instrument affecting title to the Lot ownership without including therein both said owner's interest in the Lot and the corresponding membership in the Association, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage or instrument purporting to affect the one without including also the other shall be deemed to include the interest so omitted, even though the latter is not expressly mentioned or described therein.

b. Class B Membership. Class B membership is reserved for those Lots owned by the Developer, and those to whom or to which the Developer assigns all or any part of its rights as the Developer under the terms of this Declaration.

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The Developer and those to which it assigns all or any portion of its rights as the Developer under the terms of the Declaration shall automatically become Class A Members upon and following the termination of Class B memberships as hereinafter provided in this Declaration. Rights of the Developer shall not be deemed to be assigned by any Warranty Deed or other conveyance made or given by the Developer unless specific reference is made in such Warranty Deed or other conveyance of the rights of the Developer and to Class B voting rights. Otherwise, rights of the Developer can be assigned only by written document, properly recorded, which specifically refers to the rights of the Developer hereunder and assigns all or a portion of such rights. The Developer can assign all or a portion of its Class B voting rights hereinafter set forth to other persons, entities or corporation, but such assignment shall be made solely by a written assignment, or by recital in a Warranty Deed or similar conveyance, which specifically refers to such rights and is properly recorded.

Notwithstanding anything to the contrary hereinabove set forth in the Declaration, in the event a Class A membership has not earlier attached to a Lot under the provisions of this Article, such Class A membership shall attach to such Lot and the Class B membership attributable to such Lot shall terminate upon the earliest to occur of the following events:

- i. Such Lot has been conveyed to someone other than Developer, other than the assignees of the Class B membership rights of Developer, and other than a Class C Member as defined herein;
- ii. Such Lots owned by Developer, or such Lots owned by third parties wherein Developer has assigned its Class B rights as Developer to any third-party Lot owners, upon the owner of such lot or lots recording a "Certificate of Substantial Completion," as provided herein.

Upon the termination of a Class B membership attaching to a Lot, a Class A membership shall automatically attach to such Lot. Once a Class A membership has attached to such Lot, such Lot shall thereafter forever be deemed to be a Lot to which a Class A membership attached and the owner or owners of such Lot shall automatically be a Class A Member of the Association.

c. Class C Membership. Builders who purchase Lots with the intention of building and reselling homes are deemed to hold Class C membership rights in the Association, and such membership does not include any voting rights. A Builder, under the Class C designation, will not be assessed any annual assessments pertaining to the holding of such Lots during the fiscal year in which they purchase the Lot and thereafter, said Lot shall be subject to assessment by the Association. Upon the closing of the sale of a Lot with a home constructed by a Builder, the new Lot Owner shall be considered to hold a Class A membership in the Association.

Notwithstanding anything to the contrary hereinabove set forth in the Declaration, in the event a Class A membership has not earlier attached to a Lot under the provisions of this Article, such Class A membership shall attach to such Lot and the Class C membership attributable to such Lot shall terminate upon the earliest to occur of the following events:

- i. The Builder, or a third-party, begins utilizing the Dwelling for

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residential purposes; or

- ii. Upon the Developer recording a "Certificate of Substantial Completion," as provided herein.

Upon the termination of a Class C membership attaching to a Lot, a Class A membership shall automatically attach to such Lot. Once a Class A membership has attached to such Lot, such Lot shall thereafter forever be deemed to be a Lot to which a Class A membership attached and the owner or owners of such Lot shall automatically be a Class A Member of the Association.

4. Voting Rights. The Association shall have two (2) classes of voting membership:

- a. Class A Voting Rights. Class A members shall have one (1) vote at all meetings of the Association for each Lot in which they hold the interest required for Class A membership as detailed in this Declaration. When more than one (1) person holds such an interest in any Lot all such persons shall be members and shall have one (1) vote for such Lot which shall be exercisable as the Lot owners may determine, but in no event shall more than one (1) vote be cast with respect to said Lot.

- b. Class B Voting Rights. One (1) Class B vote shall be allocated for each Lot owned by the Developer or its assigns, but no assessment of fees or charges shall be made to said Lots. When the Developer sells a Lot to a Builder without assigning the Class B membership designation, then immediately upon such sale, the Class B membership rights shall terminate with regard to such Lot, and the Builder shall gain a Class C (non-voting) membership.

The number of Class B votes may be decreased as follows:

- i. The aggregate number of Class B votes shall be reduced by each Class B vote attributed to an individual Lot upon the sale or conveyance of such Lot by the Developer to an owner other than the Developer without assignment of the Class B vote attributable to such Lot; or

- ii. For each Lot which contains a Dwelling, the Class B vote attributable to such Lot shall be terminated when the Lot is sold, the building is rented, leased or otherwise disposed of by the Class B Member owning same, and the Class B vote attributable to such Lot shall cease and terminate upon such sale, renting, leasing or other disposition of the Lot.

5. Bylaws. As soon as practical after the Certificate of Incorporation of the Association is issued by the Secretary of State of Missouri, the initial Board of Directors of the Association shall organize and adopt and execute By-Laws which are to serve as the operating documents for the administration of the Association. Such By-Laws shall be in accordance with this Declaration and shall be managed by a Board of Directors elected and constituted as hereinafter provided in this Article.

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6. Board of Directors. The Board of Directors shall: (1) have general responsibility to administer the Development; (2) approve the annual budget of the Association; (3) provide for the collection of annual, special, monthly or other assessments from Members; and (4) arrange and direct or contract for the management of the Development, and otherwise administer and promotion the Development, and otherwise administer with respect to any matter generally pertaining to enhancing, maintaining, benefitting and promoting the Development. The first Board of Directors shall consist of three (3) Directors elected in the following manner: The members of the first Board of Directors shall be named by the Developer and shall serve until their successors are duly elected and qualified. Thereafter, so long as there are Class B voting rights in existence, a majority of the Directors shall be natural persons (who need not be Lot Owners) elected by the Class B Members with voting rights, and the remaining Directors shall be natural persons holding ownership interests in Lots (other than the Developer) elected by the Class A Members of the Association. (EXAMPLE: If there are three (3) Directors, two (2) Directors shall be natural persons elected by the Developer and one (1) such Director shall be a natural person holding an ownership interest in a Lot, elected by the other Lot Owners who are also Members of the Association.)

7. General Powers and Duties of the Association. The Association, for the benefit of all Lot owners, shall provide for, acquire, and pay for out of the Maintenance Fund the following:

a. Landscaping, water, sewer, irrigation, waste removal, electricity, telephone, and other necessary utility services for any and all Common Areas; including any Amenities; and all maintenance, repair, upkeep, replacement and operation of facilities incidental thereto located in the Development.

b. To decrease personal liability from risks associated with ownership of the Common Areas and any Amenities, the Association is hereby authorized and required to obtain and maintain a policy or policies insuring the Association, its members, and its Board of Directors against any liability to any person, including Lot owners or their invitees or tenants, incidental to the ownership and/or use of the Common Areas and such insurance shall be of the limits determined by the Association's Board of Directors. Such limits shall be reviewed annually by the Association's Board of Directors and may be changed at its discretion. Any casualty insurance proceeds shall be payable to the Association in trust for the benefit of the Lot owners. The Association shall also obtain Workers' Compensation Insurance to the extent necessary to comply with any applicable laws.

c. To manage, operate, and regulate any Amenities of the Development and to ensure benefit to the residents in the Development, from both a perspective of recreational use and financial investment; To maintain such Amenities in superior operating condition meeting all applicable health, safety, an aesthetic standards; To establish rules and regulations for the use of any Amenities and to set membership and fee requirements for access to any Amenities and other common areas, as determined to be appropriate by the Association's Board of Directors.

d. Upon ten (10) days' notice to the manager or the Association's Board

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of Directors, and upon the payment of a reasonable fee set by the Association's Board of Directors, to furnish to any Lot owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing by such Lot Owner.

e. When the Association's Board of Directors, in its discretion, deems it advisable to do so, to retain the services of a professional manager or management firm or managing agent to fulfill the Association's obligations, and to retain the services of such accountants, attorneys and other persons as the Association's Board of Directors shall, in its sole and absolute discretion, deem necessary in order to discharge the Association's duties. The retention and discharge of personnel necessary for the maintenance, repairs and replacements to be performed by the Association shall be made by the Association's Board of Directors, as they direct, or the manager or management firm, if one is employed, or the managing agent, if one is employed. The Association's Board of Directors shall have the sole and absolute discretion to retain such a manager, management firm or managing agent.

f. To obtain, provide and pay for any materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of this Declaration or the Association's Bylaws, or by law or which, in the opinion of the Board of Directors, shall be necessary or proper for the maintenance and operation of the Development as a first-class development or for the enforcement of any restrictions set forth in the Declaration, including but not limited to all maintenance items and services requires to serve and keep functional and safe the Common Areas.

g. To provide for the payment of taxes and assessments, general and special, levied against or by reason of the Common Areas.

h. To provide for the cutting of grass within the boundary lines of any Lot or area contained within the Development or for the irrigation of lawns, trees, shrubbery and the like within the boundary lines of any Lot or the Development, or for the landscaping, gardening and maintaining and replacing of all lawns within any Lot or the Development, or for the maintenance or replacing of all driveways, walkways, and parking areas within any Lot or the Development, or for the maintaining or replacing of any sewer lines or other utility lines located within the boundary lines of any Lot or the Development, or for the painting, cleaning or tuck-pointing of the exteriors of any buildings or improvements on any such Lot or the Development, or for replacement or repair of any roofs or roof structures located within the boundary lines of any Lot or the Development, or for the performance of any other maintenance, repair or replacement within the boundary lines of any Lot or the Development, if such maintenance, repair or replacement be necessary, as determined by the Association's Board of Directors, to protect the interests of the Association or its Common Areas, or the owner of any other Lot or Lots, or to protect any part, portion or aspect of the value of the Property or Development, or any portion thereof when the owner or owners of the Lot within the boundary lines who are responsible under the following provisions of this Declaration for the performance of the same have failed or refused to perform such within a reasonable time after written notice has been delivered by the Association's Board of Directors. No such written notice shall be required in the case of an emergency. The Board of Directors shall levy a Special Assessment against all Lots and the owners responsible (under the provisions of this Declaration) for the costs of



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the performance of the above, which assessment shall constitute a lien upon all such Lots and the improvements located thereon. Until any such lien and Special Assessment is paid, the sums due shall bear interest and be enforceable as described below.

8. Entry into Lots and Common Areas or Building Areas. The Developer and Association shall have, and hereby reserve, the right to locate, erect, construct, maintain and use, or authorize such, easements and rights-of-way as necessary to fully implement this Declaration. The Developer, Association and its agents or its Directors, may enter upon any Lot or unto the exterior portion of any buildings and onto any of the Common Areas when necessary in connection with any cutting of grass, irrigation of lawns, tree, shrubbery, and the like, or any landscaping or gardening, or any painting, cleaning, tuck-pointing, maintenance, decorating, repair, or replacement for the Common Areas, or for any building for which the Association is responsible, or which it is authorized to perform under this Article or as otherwise provided herein. Such entry shall be made with as little inconvenience to the Lot Owners as reasonably practicable; any damage caused thereby shall be repaired by the Association at the expense of the Maintenance Fund established hereinafter. The Association, by its agents or its Directors, shall be specifically authorized to enter onto any Lot or the exterior of any building located upon any Lot for purposes of performing any lawn mowing, irrigation, landscaping, gardening, painting, cleaning, tuck-pointing, maintenance, decorating, repair, replacement or servicing which the Association shall be authorized to perform under the terms of the Declaration, or which the Association's Board of Directors shall elect to perform under the provisions of this Declaration.

9. Lot Owners' Upkeep of Property. The owners of all Lots shall be jointly and severally obligated to each other and to all other Lot Owners to perform all lawn mowing, which shall include mowing of all non-landscaped surfaces that are not improved with a Dwelling, accessory building or permanent driveway, as well as fertilization, irrigation, landscaping work and services of any kind or nature whatsoever which are required to cause their Lot and all lawns, trees, shrubs, landscaping, buildings and other improvements located thereon kept and maintained in a clean, safe, neat, attractive and aesthetically pleasing a condition as is reasonably possible. In the event of any dispute over the standards of maintenance, including the standards of cleanliness, safety, neatness, attractiveness and aesthetics and beauty, such dispute shall be resolved either by the Association's Board of Directors acting within its sole, absolute and unmitigated discretion, or by the Developer, if prior to authority by the Board of Directors. Any decisions made by a majority vote of the Board of Directors shall be binding upon all parties.

10. Limitation upon Power of Association and Board of Directors. The powers of the Association and its Board of Directors as herein set forth shall be limited in that they shall have no authority to acquire and pay for out of the Maintenance Fund any capital additions and improvements (other than for the purpose of replacing or restoring any improvements which have been damaged or which reasonably require replacement for any reason) having a total cost in an amount in excess of ten thousand dollars (\$10,000) without obtaining approval of a majority of the Class A Members and Class B members who cast a vote in person or by proxy in response to such request, nor shall the Association or its Board of Directors authorize any structural alterations, capital additions to or capital improvements to the Common Areas requiring an expenditure in an amount in excess of ten thousand dollars (\$10,000) without, in each case, obtaining the prior approval of a majority of the Class A Members and Class B

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members who cast a vote in person or by proxy in response to such request. This Section shall in no way limit, however, the routine maintenance expenditures deemed necessary by the Board of Directors in order to maintain the Development in a first-class manner, or limit the addition to the Development by Developer, at its cost or at the cost of the Association, any additional common areas or improvements thereto which shall ultimately become the responsibility of the Association to maintain.

11. Rules and Regulations. The Association's Board of Directors may adopt and amend administrative rules and regulations and such reasonable rules and regulations as it may deem advisable for the use, operation, maintenance, conservation and beautification of the Common Areas, and as per the requirements and procedures enunciated in the By Laws.

12. Active Business. Nothing herein contained shall be construed to give the Association or its Board of Directors authority to conduct an active business for profit on behalf of the Association or the Lot Owners.

### ARTICLE VI

#### ANNEXATION OF ADDITIONAL PARCELS TO SUBDIVISION

1. Annexation. The Developer may bring additional parcels of real estate under the jurisdiction of the Association and may make same a part of the Development, provided, however, that the following terms and conditions are satisfied:

a. Any such additional parcel made to subject to the jurisdiction of the Association shall be immediately adjacent to or located in the general vicinity of the real estate described aforesaid.

b. Any additional parcel brought under the jurisdiction of the Association shall be so brought under the jurisdiction of the Association either by recorded Supplementary Declaration or by a recital on the Plat of the parcel, which shall provide that the parcel is made subject to this Declaration. The parcel shall, by such Supplementary Declaration or by such a recital on the Plat, be deemed to have been made subject to the assessments by the Association, to this Declaration and to all covenants, conditions, restrictions, liens, charges and assessments provided by the Declaration and all terms, provisions and conditions contained in the Declaration, including any future modifications thereof. The owners of all Lots contained within such additional parcels shall be Class A Members of the Association, if they meet the terms and conditions hereinabove set forth for such Class A Membership, and shall be entitled to those rights and privileges in the Common Areas provided for by this Declaration. All such Lot Owners shall, as members of the Association, be subject to assessments the same as the earlier members of the Association. The provisions set out above herein in regard to Class B, and Class C, members of the Association shall also be applicable to said Lots. All portions of any parcels annexed to the Development shall be subject to the terms, covenants, conditions, reservations, restrictions, assessments, liens and charges established by this Declaration and to all duties established by this Declaration.

c. Lot Owners obtaining or now possessing any ownership interest in a

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Lot shall be deemed to have automatically consented to annexation to the Development by the Developer of any additional real estate which is immediately adjacent to such real estate or is located in the general vicinity of such real estate. The Developer shall, in its discretion, have the right, but not the obligation, to cause any additional real estate to be annexed to the Development. The rights of the Developer to annex additional parcels of real estate shall vest exclusively in the Developer, and neither the Association nor assignees of Developer shall have such authority.

### ARTICLE VII

#### ASSESSMENTS FOR MAINTENANCE FUND AND OTHER EXPENDITURES

1. Purpose of Assessment. The annual and special assessments established and collected under the terms of this Article shall constitute a fund to be known as the "Maintenance Fund" to be used to pay expenses described in this Declaration and expenses deemed necessary by the Board of Directors. The assessments levied by the Association shall be used exclusively by the Association to discharge its duties and obligations as provided by the Declaration and for the purpose of promoting the enjoyment, health, safety, recreation or welfare of the Lot Owners of the Development and in particular, for the construction, improvement and maintenance of the Property and the services and facilities devoted to this purpose, and for the construction, improvements and maintenance of the Common Areas and the equipment and facilities related to the use and enjoyment of the Common Areas and where applicable under the following provisions of this Declaration, for the improvement and maintenance of the buildings, structures and other improvements situated upon the Lots, as required by the provisions of this Declaration, including, but not limited to, the payment of taxes levied upon and insurance premiums incurred for the Common Areas and for all maintenance, repairs, services and other items to be performed or provided by the Association under the provisions of this Declaration.

2. Amount and Setting of Annual Assessments to be paid to Association. From and after the conveyance of the first Lot to an owner other than the Developer, another Class B Member or a Class C Member, whichever shall first occur, the annual assessment upon each Lot, which shall be paid to the Association or to the Developer for remitting to the Association, shall be payable as hereinafter provided. All Class A Members shall be assessed a Five Hundred Dollar (\$500.00) annual assessment fee. This annual assessment may be increased or decreased above or below the assessment for the preceding year by the Association's Board of Directors, without a vote of the membership, if required to meet the established cash requirements described in Section I of this Article, provided, however, if such increase increases the sum of the annual assessment by more than twenty-five percent (25%) over the prior year, the Board shall call a meeting of the Class A Members to discuss same before setting the new assessment. Such meeting shall provide advisory input by the Class A Members to the Board regarding the assessment and the Board shall itemize the needs of the Association and expected revenues by presentation. However, final authority to set the assessment shall rest with the Board of Directors of the Association by simple majority vote.

3. Initial Membership Fee. Each time a Lot is conveyed to a Lot Owner and/or Builder by the Developer or any other Person, there shall be an initial membership fee in the amount of Five Hundred Dollars (\$500.00) payable to the Association or to the Developer.

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The initial membership fee shall be in addition to the annual assessment. Such initial membership fee may be used by the Developer and/or the Association to pay expenses described in this Declaration and expenses deemed necessary by the Board of Directors and/or Developer which are for the purpose of promoting the enjoyment, health, safety, recreation or welfare of the Lot Owners of the Development and, in particular, for the construction, improvement and maintenance of the Property and the services and facilities devoted to this purpose, and for the construction, improvements and maintenance of the Common Areas and the equipment and facilities related to the use and enjoyment of the Common Areas.

4. Uniform Rate of Assessment. Except as otherwise provided herein for Class A and Class B Members, in all cases, the rate of assessments provided for in this Article must be uniformly applied to all Lots. Each individual numbered Lot of each Plat will be assessed a uniform rate of one assessment per Lot. In the event a Lot Owner owns more than one Lot, such Lot Owner will be assessed the equivalent number of assessments corresponding with each Lot.

5. Special Assessments.

a. Repair, Replacement or Maintenance to be done by Lot Owners. The Lot Owners are required to provide for all maintenance, repairs, replacements, servicing and upkeep required to maintain their respective Lots and all buildings and improvements located thereon in such condition as fully complies with and satisfies the standards of maintenance set forth in this Declaration. In the event a Lot Owner does not cause to be performed the maintenance, repairs, replacements, servicing and upkeep which he is required to perform under the provisions of this section or under any of the other provisions of this Declaration, then the Association's Board of Directors, in its discretion may, but shall not be required, to cause the item of repair, maintenance, replacement, servicing or upkeep to be performed at the expense of the Lot Owner required to perform the same. The cost of such performance as such item of repair, maintenance, replacement, servicing or upkeep and the administrative costs incurred by the Association in performing said work shall automatically become a special assessment against the Lot Owner, and shall constitute a lien upon such Lot and the real estate and improvements thereof. Such special assessments shall bear interest at that rate hereinafter provided for in this Declaration and shall be enforceable against the Lot Owners in that matter hereinafter provided for in this Article, and shall be a lien against the Lot just as are all other assessments provided for by this Declaration.

b. Special Assessments for Replacements or Non-periodic Maintenance. In the event the need for non-periodic maintenance, repair or replacement for any improvements located within or constituting the Common Areas should occur, or in the event any unexpected replacement or maintenance shall be required with respect to any such improvements, and in the event the annual assessment for Lots shall be insufficient to cover the cost of such repair or replacement or shall not have established a sufficient reserve for such repair or replacement (a requirement that such reserve be established, although advisable, shall not be implied here from), then the entire sum of the cost of such repair, replacement or non-periodic maintenance or repair shall be apportioned equally among all Lots (whether owned by Class A, Class B or Class C members), and that portion of such cost apportioned to each such Lot shall constitute a special assessment against each such Lot. Such special assessment shall be used to pay the cost of such

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repair, replacement or non-periodic maintenance or repair and shall be due and owing from each Lot owner in time to permit timely payment of the cost of such replacement, maintenance or repair. Special assessments provided for in this section shall constitute liens on the Lots and shall be enforceable in that matter hereinafter provided for in this Declaration for enforcement of all such assessments.

c. Special Assessments for Capital Improvements. In addition to the annual assessments to the Association as authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any capital improvements or the cost of any reconstruction or unexpected repair, maintenance or replacement of any capital improvement located within any Common Area or, provided that any such assessment shall have the assent of a majority of the votes of the Board of Directors who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than (10) days nor more than forty (40) days in advance of the meeting setting forth the purpose of the meeting.

d. Special Assessments for Enforcement. In addition to the special assessments referred to above herein and in addition to any other rights and remedies provided to the Association, the Association may, in the event of a violation of any of the Use Restrictions or other requirements contained herein, in its sole, absolute and unmitigated discretion have the right to impose upon a Lot owned by a Class A Member a special assessment (by way of a fine) in such amount as the Association in its sole, absolute and unmitigated discretion shall deem appropriate during the continuance of the violation of said Use Restrictions or other requirements and such fine shall constitute a special assessment upon the Lot owned by Class A Member, except the amount of such fine for any one violation of the provisions of this document shall not exceed an amount per month which is two times the last annual assessment upon the owned by said Class A member. Such special assessments shall be payable to the Association on demand and shall be added to and become a part of the other assessments and sums for which said Lot or the Class A Member of said Lot is subject and shall be enforceable in the same manner as is provided for the enforcement of the other assessments provided by this document or provided by law.

6. Collection of Assessments. Both annual and special assessments shall be due and payable at such times and in such installments as the Association's Board of Directors shall determine and may be collected on an annual, semi-annual, quarterly or monthly basis.

a. Date of Commencement for Annual Assessments. All of the annual and special assessments and any other assessments provided for in this Article shall apply to each Lot on the date when Class A membership is affixed to the Lot. The annual assessment provided for herein shall commence on the first day following the sale to any owner other than the Developer. The above provisions of this Section to the contrary notwithstanding, a Lot shall become subject to assessments automatically, should the Class B or Class C attributable to such Lot terminate under any one of the provisions of this Declaration. In the event of such termination, the Lot shall become automatically subject to assessment effective on the date of such termination of the Class B or Class C membership interests attributable to such Lot. The first annual assessment described under this Article shall be apportioned on a pro rata basis, according to the number of days remaining in the calendar

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year. The Association's Board of Directors shall fix the amount of the annual assessment against each Lot at least fifteen (15) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot Owner subject thereto. The due date shall be established by the Association's Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing, signed by an officer of the Association, setting forth whether the said annual assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

b. Nonpayment of Assessment-Remedies of the Association. Any assessments hereinabove described in this Article which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the then "Prime Rate," as defined herein, but not less than five percent (5%) per annum. The term "Prime Rate" as used herein shall be deemed to mean the Prime Rate published in *The Wall Street Journal*, being the base rate on corporate loans posted by at least seventy-five percent (75%) of the thirty (30) largest banks in the United States of America. Furthermore, the Association may bring an action at law or in equity against the Lot Owner or other Person obligated to pay the same, or foreclose the lien against the Property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Lot Owner or other obligated Person may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot or Lots.

c. Creation of a Lien and Obligation for Assessments. The Developer, for each Lot owned within the Subdivision, hereby covenants, and each of the subsequent Lot Owners and/or Builders, by acceptance of a Deed thereof, whether or not it shall be so expressed in any Deed or other conveyance, is deemed to covenant and agree to pay to the Association or the duly authorized officers, representatives or agents of the Association: (1) Annual Assessments to be paid to the Association, as herein provided; (2) Special Assessments for capital improvements hereinafter provided for; (3) Special Assessments for replacements and non-periodic maintenance of Common Areas herein provided for; (4) Lot Owner's Shared Mailbox Expense; and (5) any other sums, fees or assessments provided for in this Declaration, such sums, fees and assessments to be fixed, established and collected from time to time as hereafter provided. All such annual and special assessments to be fixed, established and collected from time to time as herein provided. All such annual and special assessments and other sums, fees and assessments, together with interest thereon and costs thereof, as may be herein provided for, shall be a charge on the land and improvements and shall be a continuing lien upon the land and improvements against which each such assessment or charge is made. Each such assessment or charge shall also be the joint and several personal obligation of the Person or Persons who were the Lot Owners of such Lot, land, Property or improvement at the time when the assessment fell due. The personal obligation shall only pass to such Lot Owner's successor in title unless expressly assumed by them.

d. Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon any Lot and/or Property subject to assessment; provided however, that in the event of default in

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the payment of any obligation secured by such mortgage or deed of trust, such subordination shall apply only to the assessments, or installments thereof, which shall become due and payable prior to the sale of such Property pursuant to the power sale under such deed of trust, or prior to a conveyance to the mortgagee or holder of the deed of trust in lieu of foreclosure. Such sale or conveyance in lieu of foreclosure shall not relieve such Property from liability for any assessments, or installments thereof, thereafter becoming due or from the lien of any such subsequent assessments, or installments thereof, thereafter becoming due.

7. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessment created herein: (a) All Lots dedicated to and accepted by a local public authority; (b) all Lots to which Class B and Class C membership rights are attached until such Class B and Class C memberships have terminated, except to the extent specifically provided to the contrary herein; and (c) the Common Areas.

8. Retroactive Effect and Assessments. If a change in annual assessment provided for by this Article requires approval of the Board of Directors and such approval is not obtained until after the first day of the calendar year within such assessment is to be charged, such new assessment shall be retroactive from the date of approval to the first day of the calendar year and shall apply for the entire calendar year. If installments upon the assessment have been made previously paid prior to such approval, then the sum of any deficiency in such installments shall be due on the due date of that installment which next follows approval of the assessment or, if there is no such installment, shall be immediately due the following such approval.

9. Failure to Set Assessments. In the event an annual assessment provided for by this Article is not set for any year, then the annual assessment in effect for the preceding year shall be in full force and effect for such year.

### ARTICLE VIII GENERAL PROVISIONS

1. Enforcement. The Developer, so long as Class B voting rights exist, the Committee, the Association at any time, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, any covenants, restrictions, liens, charges or assessments now or hereafter imposed by the provisions of this Declaration. Failure by the Developer, the Committee, the Association or any Lot Owner to enforce any covenants or restriction herein contained shall, in no event, be deemed to constitute a waiver of the right to do so thereafter. In the event the Developer, Committee or the Association seeks to enforce these restrictions by legal proceedings and the Developer, Committee or the Association prevails in such legal proceedings, then the Developer, Committee or Association shall, in addition to other rights and remedies to which it or they may be entitled, further recover their reasonable costs, expenses, and attorneys' fees incurred in such proceedings.

In addition to the enforcement of the provisions set out above, the Association shall have the right to deny to any Class A Member, who is in violation of the provisions of this document, the use of the Common Areas until said violation has been remedied to the

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satisfaction of the Association. In addition, the Association shall have the right to enter upon a Lot owned by a Class A Member and abate any violation on said Lot and levy a special assessment on the Lot for the cost of said abatement.

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

3. Amendments. The covenants, conditions, restrictions, easements, charges and liens of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Developer, the Association or by the Owners of any Lots subject to this Declaration and their respective legal representatives, heirs, successors and assigns during the first twenty (20) year period after this Declaration is recorded in the Office of the Recorder of Deeds of Boone County, Missouri. After such time, they shall automatically be extended for successive periods of ten (10) years unless an instrument, signed by not less than sixty percent (60%) of the Lot Owners, which instrument provides for amending or terminating this Declaration, in whole or in part.

During the first twenty (20) year period of this Declaration, it may be amended in whole or in part only by an instrument signed by the Developer (so long as it holds Class B voting rights and/or any Architectural Control rights), and the Lot Owners of not less than sixty percent (60%) of the Lots, including the Developer as to Lots owned by the Developer. Any amendment so made may not reduce the Developer's Class B voting rights or any of his development rights or Architectural Control rights and may not otherwise adversely affect the Developer's rights hereunder unless the Developer specifically consents to such an amendment. When the Developer no longer holds Class B voting rights and/or any Architectural Control rights and during any successive ten (10) year periods as described herein above, this Declaration may be amended in whole or in part only by an instrument signed by not less than sixty percent (60%) of the Lot Owners.

Any amendment made according to this Section shall be binding upon all Lot Owners. All amendments to this Declaration must be recorded in the Office of the Recorder of Deeds of Boone County, Missouri in order to be effective.

4. Mediation. If there is at any time a dispute between and among any Lot Owner(s), any Builder(s), the Developer and/or the Association, its Board of Directors, or any member of the Board of Directors or any officer of the Association or any manager or management company employed by the Association or its Board of Directors or between or among any other Person bound by this Declaration regarding any matter arising out of or in any way connected with this Declaration, the relationship of the parties hereunder, and/or the performance or enforcement of the provisions hereunder and such parties cannot independently resolve the issue, then one Mediator shall be appointed by agreement of each party so that the Mediator may resolve the dispute within a reasonable time frame. If the parties cannot agree upon one Mediator, each party shall appoint one independent Mediator and the third independent Mediator shall be appointed by the other two Mediators. The Mediator(s) shall set a mediation



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date approximately 30 days from the date the final mediator is retained. At which time the parties will present their case to the Mediator(s) and attempt to resolve all issues. Any mediation shall occur in Boone County, Missouri unless the disputing parties agree to mediation elsewhere. No civil action concerning any dispute arising under this Declaration shall be instituted before any court until and after the parties have attempted to settle such disputes through Mediation.

5. Waiver of Jury Trial, Venue and Missouri Law. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on, or in respect to, any matter whatsoever arising out of or in any way connected with this Declaration, the relationship of the parties hereunder, and/or the performance or enforcement of the provisions hereunder. This Contract shall be enforced under the laws of the State of Missouri with venue only in the State Court having primary jurisdiction over Boone County, Missouri.

6. Notices. Any notice required to be sent to any member or Lot Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or Lot Owner on the records of the Association at the time of such mailing.

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

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

9. Developer's Responsibilities. Until such time as the Association is duly incorporated and its Board of Directors duly elected, all powers vested in said Association shall be retained by Developer, whose authority and responsibilities shall be the same as those of said Board, including indemnification from the Association for any liabilities encountered by the Developer, as would apply to the Association or a Director of the Association. Actions by the Developer in this authority may not be subsequently overruled, changed or amended, except as provided herein and any waiver of any requirement herein by Developer shall be final notwithstanding the existence of any Board of Directors later organized or existing.

10. Extension of Liability. Lot Owners are responsible for reimbursing the Association for any and all property damage and/or other destruction to Common Areas and other common property which is willfully, intentionally, or negligently caused by any Lot Owner or said Lot Owners children, pets, guests, agents and/or assigns.

11. Waiver: The failure of the Committee, Association, any Builder, Lot Owner or the present Developer of said Subdivision to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which said property, or any part thereof, is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation lien or charge.

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IN WITNESS WHEREOF, this instrument has been executed by the Owner of that tract of real estate included in Oak Hill Estates Subdivision this 8th day of July, 2022, at Bloomington, McLean County, Illinois.

IUVO CONSTRUCTUM, LLC, a foreign  
Limited Liability Company, d/b/a RAVE HOMES

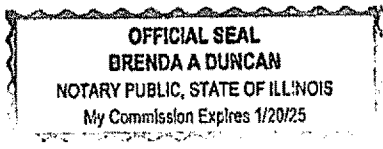
By: *Marti Rave*  
MARTI RAVE, Its Manager

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF MCLEAN )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that MARTI RAVE personally known to me to be the Manager of IUVO CONSTRUCTUM, LLC, an Illinois limited liability company authorized to do business in the State of Missouri, the same person whose name is subscribed to the foregoing instrument, appeared before time this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act of the IUVO CONSTRUCTUM, LLC, an Illinois limited liability company authorized to do business in the State of Missouri, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 8th day of July, 2022.

*Brenda A. Duncan*  
Notary Public



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## EXHIBIT A

Lots 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, all in Oak Hill Estates, Plat No. 2, as shown by the plat of said subdivision, recorded in Plat Book 56, Page 50, Boone County, Missouri Records

All a part of:

THE NORTH HALF (N ½) OF THE NORTHWEST QUARTER (NW¼) OF SECTION TWENTY-FOUR (24), AND THE EAST HALF (E ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION THIRTEEN (13), ALL IN TOWNSHIP FORTY-SEVEN (47) NORTH, RANGE THIRTEEN (13) WEST, OF THE FIFTH (5TH) PRINCIPAL MERIDIAN, IN BOONE COUNTY, MISSOURI,

AND ALSO, A SMALL TRIANGULAR SHAPED TRACT OF LAND LOCATED IN THE EXTREME SOUTHERN PORTION OF THE TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP FORTY-SEVEN (47) NORTH, RANGE THIRTEEN (13) WEST, OF THE FIFTH (5TH) PRINCIPAL MERIDIAN, IN BOONE COUNTY, MISSOURI, BEING DESCRIBED BY SURVEY RECORDED IN BOOK 597, PAGE 441, RECORDS OF BOONE COUNTY, MISSOURI, AND WITH THE SAID SMALL TRIANGULAR TRACT BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE EXTREME SOUTHERN MOST POINT OF THE SURVEY RECORDED IN BOOK 597, PAGE 441, RECORDS OF BOONE COUNTY, MISSOURI; THENCE NORTH ON THE QUARTER SECTION LINE A DISTANCE OF 16.35 FEET TO A POINT; THENCE EAST ON A LINE PARALLEL TO THE NORTH SECTION LINE A DISTANCE OF 14 FEET TO THE POINT ON THE EAST LINE OF SAID SURVEY; THENCE SOUTH FOLLOWING THE EAST LINE OF SAID SURVEY A DISTANCE OF 21.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 114 FEET, MORE OR LESS.