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Grantor: WOODLAND HILLS PROPERTIES LLC

Grantee: COPPERSTONE PLAT 1

Instrument Type: DECL

Recording Fee: \$126.00 S

No. of Pages: 35

  
Bettie Johnson, Recorder of Deeds



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(Space above reserved for Recorder of Deeds certification)

**Title of Document:** DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS,  
EASEMENTS AND RESTRICTIONS OF COPPERSTONE SUBDIVISION

**Date of Document:** February 16, 2007

**Grantor(s):** WOODLAND HILLS PROPERTIES LLC

**Grantee(s):** COPPERSTONE PLAT 1 AND COPPERSTONE PLAT 2

**Statutory Mailing Address(s):**

**Legal Description:** Lots 101 through 152 and Lots C101 through C104, Copperstone Plat 1, a subdivision in the City of Columbia, Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 40, Page 115, Records of Boone County, Missouri; and Lots 201 through 260 and Lots C201 through C203, Copperstone Plat 2, a subdivision in the City of Columbia, Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 40, Page 116, Records of Boone County, Missouri

**Reference Book and Page(s):** Plat Book 40 at Page 115 and Plat Book 40 at Page 116

**DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS,  
EASEMENTS AND RESTRICTIONS OF COPPERSTONE SUBDIVISION**

THIS DECLARATION made on this 16<sup>TH</sup> day of February, 2007, by Woodland Hills Properties LLC, a Missouri limited liability company (hereinafter sometimes referred to as "Developer");

**WITNESSETH:**

**WHEREAS**, Developer is the owner of the following described real estate located in Columbia, Boone County, Missouri,

**COPPERSTONE PLAT 1:**

A TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 33, T48N, R13W, IN COLUMBIA, BOONE COUNTY, MISSOURI BEING THE SOUTHWEST CORNER OF TRACT 1-B OF THE TRACT SPLIT SURVEY RECORDED IN BOOK 2860, PAGE 59 OF THE BOONE COUNTY RECORDS AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SURVEY THENCE N00°06'25"E, 1739.93 FEET; THENCE S90°00'00"E, 214.75 FEET; THENCE S23°09'50"E, 179.01 FEET; THENCE ALONG A 275.00-FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, 75.84 FEET, SAID CURVE HAVING A CHORD N29°56'45"E, 75.60 FEET; THENCE S52°09'10"E, 50.00 FEET; THENCE S63°55'05"E, 130.53 FEET; THENCE S89°30'40"E, 59.72 FEET; THENCE S00°33'55"E, 89.78 FEET; THENCE S87°00'00"E, 151.55 FEET; THENCE N38°00'00"E, 96.74 FEET; THENCE S67°14'10"E, 114.69 FEET; THENCE N63°02'15"E, 105.72 FEET; THENCE N82°01'15"E, 132.18 FEET; THENCE S24°00'00"E, 89.29 FEET; THENCE S77°00'00"E, 82.72 FEET; THENCE N55°00'00"E, 34.45 FEET; THENCE S67°00'00"E, 158.45 FEET; THENCE ALONG A NON-TANGENT 225.00-FOOT RADIUS CURVE TO THE RIGHT, 41.16 FEET, SAID CURVE HAVING A CHORD N28°29'00"E, 41.10 FEET; THENCE S66°45'25"E, 50.00 FEET; THENCE S72°53'35"E, 328.17 FEET; THENCE S00°03'45"W, 1503.88 FEET; THENCE N84°20'45"W, 1762.39 TO THE POINT OF BEGINNING AND CONTAINING 64.58 ACRES.

**PLAT 2:**

A TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 33, TOWNSHIP 48 NORTH, RANGE 13 WEST, IN COLUMBIA, BOONE

COUNTY, MISSOURI BEING PART OF THE TRACT DESCRIBED BY THE TRACT SPLIT SURVEY RECORDED IN BOOK 2860, PAGE 59 OF THE BOONE COUNTY RECORDS, AND BEING FURTHER DESCRIBED AS FOLLOWS;

COMMENCING FROM THE SOUTHWEST CORNER OF TRACT 1-B OF SAID SURVEY N00°06'25"E, 1739.93 FEET ALONG THE WEST LINE OF SAID SURVEY TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE WEST LINE OF SAID SURVEY N00°06'25"E, 1240.18 FEET; THENCE S89°59'00"E, 342.52 FEET; THENCE S01°26'05"W, 220.74 FEET; THENCE ALONG A NON-TANGENT 325.00-FOOT RADIUS CURVE TO THE RIGHT, 90.05 FEET, SAID CURVE HAVING A CHORD, N68°04'15"E, 89.76 FEET; THENCE S13°59'25"E, 50.00 FEET; THENCE S45°53'00"E, 169.03 FEET; THENCE S13°30'00"W, 159.20 FEET; THENCE S34°00'00"W, 182.34 FEET; THENCE S69°21'15"E, 57.53 FEET; THENCE S82°00'00"E, 184.00 FEET; THENCE S51°00'00"E, 166.92 FEET; THENCE S71°07'20"E, 80.81 FEET; THENCE N78°00'00"E, 309.67 FEET; THENCE N21°19'00"E, 57.31 FEET; THENCE S72°00'00"E, 201.86 FEET; THENCE S74°41'25"E, 50.00 FEET; THENCE ALONG A 225.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, 33.52 FEET, SAID CURVE HAVING A CHORD, S11°02'30"W, 33.49 FEET; THENCE S90°00'00"E, 128.76 FEET; THENCE S75°00'00"E, 215.00 FEET TO THE WEST LINE OF COUNTRY FARMS SUBDIVISION; THENCE ALONG SAID SUBDIVISION BOUNDARY S00°03'45"W, 767.06 FEET; THENCE N72°53'35"W, 328.17 FEET; THENCE N66°45'25"W, 50.00 FEET; THENCE ALONG A 225.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, 41.16 FEET, SAID CURVE HAVING A CHORD, S28°29'00"W, 41.10 FEET; THENCE N67°00'00"W, 158.45 FEET; THENCE S55°00'00"W, 34.45 FEET; THENCE N77°00'00"W, 82.72 FEET; THENCE N24°00'00"W, 89.29 FEET; THENCE S82°01'15"W, 132.18 FEET; THENCE S63°02'15"W, 105.72 FEET; THENCE N67°14'10"W, 114.69 FEET; THENCE S38°00'00"W, 96.74 FEET; THENCE N87°00'00"W, 151.55 FEET; THENCE N00°33'55"W, 89.78 FEET; THENCE N89°30'40"W, 59.72 FEET; THENCE N63°55'05"W, 130.53 FEET; THENCE N52°09'10"W, 50.00 FEET; THENCE ALONG A 275.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, 75.84 FEET, SAID CURVE HAVING A CHORD, S29°56'45"W, 75.60 FEET; THENCE N23°09'50"W, 179.01 FEET; THENCE N90°00'00"W, 214.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 35.35 ACRES.

(the "Development"); and

**WHEREAS**, the Development consists of Lots 101 through 152, both inclusive, and Lots 201 through 260, both inclusive, on which single-family residences may be constructed (the "Lots"); and

**WHEREAS**, Developer desires to place certain restrictions on the Lots for its benefit and for the benefit of subsequent owners of such Lots;

**NOW, THEREFORE**, Developer hereby declares that all of the above Lots, and all real estate which Developer hereinafter, in its sole and absolute discretion, elects to annex to the lands subject to this Declaration and any improvements now or hereafter located thereon, shall be held, sold and conveyed subject to the following declarations, easements, restrictions and covenants, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such Lots and real estate and all improvements now or hereinafter located thereon. These declarations, covenants, easements, restrictions, charges, liens and conditions shall run with the title to said Lots and annexed real property and shall be binding on all parties having or acquiring any right, title or interest therein or any part thereof and shall be binding on all parties having or acquiring any right, title or interest in said Lots or annexed real estate or any part thereof, or any improvements located thereon, and shall inure to the benefit of each owner thereof. The declarations, easements, covenants, restrictions and conditions are as follows:

**ARTICLE I**

**DEFINITIONS AND MISCELLANEOUS TERMS AND CONDITIONS**

**Section 1.** "Association" shall mean and refer to Copperstone Home Owners Association (or an association of a similar name), a not-for-profit corporation to be established as hereinafter provided in this Declaration.

**Section 2.** "Plats" means the Final Plat of Copperstone Plat 1 recorded in Plat Book 40 at Page 115, and the Final Plat of Copperstone Plat 2 recorded in Plat Book 40 at Page 116, of the Records of Boone County, Missouri. If Developer annexes additional real estate to the lands subject to this Declaration and the jurisdiction of the Association, the word "Plats" shall further be deemed to mean and include plats of the additional real estate so annexed.

**Section 3.** "Lot" means and includes Lots 101 thorough 152, both inclusive, and Lots 201 through 260, both inclusive, as shown on the Plats referred to in Section 2. In addition, if Developer hereafter elects to annex additional real estate to the lands subject to this Declaration, "Lot" shall further be construed to mean and be deemed to mean and include all Lots platted in the real estate so annexed.

**Section 4.** "Development" shall mean the Lots, Plats, and the real estate described hereinbefore, together with any real estate hereafter made subject to this Declaration.

**Section 5.** "Common Area" shall mean Lots C101, C102, C103, and C104 of Copperstone Plat 1 referred to above, and Lots C201, C202, and C203 of Cooperstone Plat 2 referred to above, and any common lots, common ground or common property shown by the Plats, together with all other areas designated on the Plats for the common use of the owners of Lots in the Development, together with any other real estate or improvements owned by the Association or in which the Association has an ownership interest, or fully or partially maintained by the Association or intended for the common use of owners of Lots in the Development, and any other lands conveyed to the Association by Developer. This includes the entrance area, clubhouse and swimming pool area, all bridges, trails and meandering paths through the Development, all wooded, lake and dam areas and all areas within the right-of-way of City of Columbia streets, including landscaped medians, sidewalks and other improvements, such as irrigation systems, meters, plantings, and, retaining walls shall be included in this definition of the "Common Area," excluding any portions of the street, curbs and drainage systems routinely maintained by the City of Columbia. Trees, shrubs and plantings placed in the right-of-way by individual Lot owners after purchase of their Lot shall not be considered a part of the "Common Area." The Common Areas shown as Lots C101, C102, C103, and C104 on Copperstone Plat 1, along with Lots C201, C202, and C203 on Copperstone Plat 2, shall be shared Common Areas held by the Association for the benefit of the Owners and the Association. Common Areas shall also include any common areas shown as such on plats of additional parcels made subject to this Declaration.

**Section 6.** "Amenities" means structures, improvements or facilities placed on (such as the clubhouse and swimming pool), lakes, walking trails, and other features located on the Common Areas, if any, which are intended for the use and enjoyment of the Owners of the Lots and residents of the Development.

**Section 7.** "Person" shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

**Section 8.** "Owner" means the person or persons who, individually or collectively, own a Lot.

**Section 9.** "Declaration" shall refer to this document.

**Section 10.** "Developer" shall mean and refer to Woodland Hills Properties LLC, a Missouri limited liability company, and shall further refer to any person to whom Woodland Hills Properties LLC shall assign all or any portion of its rights as the Developer under the terms of

this Declaration. A conveyance by the Developer by deed or otherwise shall not be deemed to be an assignment of any of its rights as the Developer, unless such rights are specifically mentioned and described as such in 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 a deed, which specifically refers to the rights of the Developer under this Declaration.

**Section 11.** "Class A Member" shall mean a Class A Member of the Association and shall mean the Owner of a Lot other than the Developer and its assignees of Developer's Class B membership rights. Immediately upon the transfer or occupancy of a building on a Lot, whether by the Developer or any assignee of Developer's Class B membership rights, the Owner of such Lot shall become a Class A Member of the Association with respect to such Lot and shall, with respect to such Lot, be subject to assessment as a Class A Member. Such Lot shall continue thereafter to be a Lot to which Class A membership rights, duties and obligations attach. The qualifications for Class A membership are more fully set forth below in this Declaration.

**Section 12.** "Class B Member" shall mean the Developer or any person to whom the Developer shall have assigned all or a portion of Developer's rights as the Developer under the terms and provisions of the Declaration or a Builder who has purchased a Lot with the intention of building a house and reselling that house and Lot to a third party and to whom Class B membership has been assigned at the time such Builder acquires a Lot from Developer.

**Section 13.** "Builder" means and refers to a person who purchases a Lot for the purposes of building a residence on such a Lot for sale to others. The term "Builder" can include both the Developer and persons other than the Developer.

**Section 14.** "Certificate of Substantial Completion" shall mean a certificate executed, acknowledged and recorded by the Developer stating either that all of the Lots in the Development and in any plats of land annexed to the areas subject to this Declaration, as herein described, have been sold by the Developer or that the Developer is voluntarily extinguishing Developer's rights as the Developer hereunder and Developer's rights as a Class B Member. An assignment of Developer's rights as Developer and a Class B Member shall not constitute such an extinguishment of such rights.

**Section 15.** "Architectural Control Committee" shall mean the Developer, until the Certificate of Substantial Completion has been recorded, and thereafter such Lot Owners and/or members of the Board of Directors as may be appointed by the Board of Directors with responsibility for

overseeing architectural and structural continuity of the Development all as more specifically described below.

**Section 16.** “Family shall mean the Lot Owner, the Lot Owner’s spouse (if any), significant other, and either of their parents, children, grandchildren, siblings, aunts, uncles, grandparents, and other extended relatives by blood or marriage.

## ARTICLE II

### USE RESTRICTIONS/COVENANTS

The land, buildings, structures and dwelling units located in the Development, shall be subject to the following uses and restrictions and covenants:

**Section 1. Use of Lots.** The Lots shall be used for single-family residential purposes only. There shall be no more than one single-family residence located on any Lot. Lots may be re-subdivided by, and only by, the Developer or by other parties with Developer’s consent. Nothing herein shall prevent the Developer and others approved and authorized by the Developer, from using temporary buildings or structures or any residence for a sales model, or sales office, or for storage purposes.

**Section 2. Building Uses.** Other than buildings in the Common Areas, no building or Lot in the Development shall be used for any purpose whatsoever other than for single family residential purposes, without prior written approval of the Architectural Control Committee, except as otherwise expressly provided herein. Single-family residential use shall be defined as follows:

(1) No residence or appurtenant improvement shall be used as an apartment building or leased as an apartment for persons not members of Lot Owner’s family (as defined hereinabove), except as provided for in this Declaration.

(2) Notwithstanding the foregoing, a portion of a residence may be devoted to living quarters for one or more domestic servants (maid, butler, etc.), who are engaged in providing daily services to the Lot Owner.

(3) In the event that a Lot Owner may be away from Boone County for an extended period of time, the Lot Owner may temporarily lease a residence, provided the term of the said lease does not exceed one (1) year, and further provided that at the end of such lease year, the Lot Owner once again occupies the residence on the Lot for a period of at least six (6) months before leasing said residence again.

**Section 3. Additional Structures.** No additional and/or accessory structures or improvements of any kind, including walls, fences, dog or pet houses, pet shelters, dog or pet pens, dog kennels, dog runs, towers, buildings, sheds, posts, poles, storage sheds, storage boxes or similar items of any kind or nature whatsoever shall be placed or erected upon any Lot other than the basic single family residential building, patio, walk, deck, porch and other improvements originally constructed by the Developer, without the prior approval of the Architectural Control Committee. Chain link and other wire fences, and privacy fences are prohibited, and only wrought iron or other similar fences shall be permitted in any circumstance. Fences, other than those required to enclose a swimming pool or tennis court, are prohibited along all pathways or trails through the Development and are strongly discouraged and will be permitted only under exceptional circumstances with approval of the Architectural Control Committee in other areas. Electronic underground dog fences in the rear yard of a Lot may be permitted with the prior approval of the Architectural Control Committee. Specific requirements for allowed fences shall be established by the Architectural Control Committee. All play structures must be located outside of the sight of streets, and may be constructed only with approval by the Architectural Control Committee.

**Section 4. Parking.** No inoperable vehicle, trailer, mobile home, bus, van, camper, recreational vehicle, boat, boat trailer, or other mobile apparatus of any kind shall be parked, left, or stored on any Lot unless within an attached garage with the garage door closed within the Development, for more than 24 hours. No uncovered or non-enclosed parking spaces on any Lot may be used for the storage and parking of any vehicles, or other items, other than operative automobiles, vans and pickup trucks which are in good condition and repair and which are used with regular frequency (it being the intention of the parties that inoperative automobiles not be placed or stored within the Development and that automobiles not so used with regular frequency not be placed within the Development except in an attached garage with the garage door closed). This Section shall not apply in a manner that interferes with the construction of buildings within the Development.

**Section 5. Nuisances.** No illegal, noxious, noisy or offensive activities shall be carried on upon the Lots or upon the Common Areas, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Owners of Lots in the Development. The word "nuisance," as used in this Section, shall be deemed to include, but not be limited to: musical



groups performing out-of-doors within the Development; the use of loud tools or other instruments or ones which have not been properly electronically shielded so as to prevent interference with television signals or radio signals (except in connection with construction activities), loud outdoor record-players, high fidelity record-players, stereo systems, and other noise-generating devices, that produce noise electronically or by other means. Display of fireworks, sparklers or other such items on the Lots or Common Areas is expressly prohibited unless such display is conducted by or on behalf of, or with the permission of, the Association.

**Section 6. Signs.** Except for signs identifying the Amenities, no signs, other than one "For Sale" sign with an area of less than five (5) square feet which has been approved in advance by the Developer, and political campaign signs (subject to the restrictions set out hereinafter), shall be displayed within the Development. Political campaign signs shall be subject to the following restrictions: (i) No political sign shall be larger than 5 square feet; (ii) No more than one political sign shall be placed on any Lot at any one time; (iii) No political sign shall be placed on a Lot more than 4 weeks prior to an upcoming municipal, county, state or federal election and all such signs must be removed within 2 days after any such election. Nothing contained in this Section is to be construed to permit signs anywhere within the Development, or within the boundary lines of the Lots, not otherwise permitted by applicable sign ordinances of the City of Columbia, Missouri.

**Section 7. Exterior Wiring, Antennas, Satellite Dishes, or Installations.** No visible exterior wiring or antennas shall be permitted on the exterior portion of any building or improvement situated upon any Lot, except upon the roof, other vertical structure thereof, or as may be approved in advance by the Developer or Architectural Control Committee, as the case may be. No satellite dish larger than thirty-six (36) inches is allowed in the subdivision and no satellite dish of any size is allowed on the front of the house or in the front yard, and placement of any satellite dish, pole, or antenna must be approved by the Architectural Control Committee. No air-conditioning units or other types of appliance shall be installed or permitted which protrude through the walls, roof or window area of any building on any Lot, except as may be installed by an Owner or Builder in the originally approved construction or as may subsequently be approved by the Architectural Control Committee.

**Section 8. Livestock, Poultry and Pets.** No animals, livestock, poultry, or nontraditional, nondomesticated pets of any kind shall be raised, bred, or kept upon or in any portion of the

Development, nor shall there be commercial pet breeding in the Development. Pets shall be confined within an underground or other approved fence or on a leash at all times.

**Section 9. Trash - Storage and Disposal.** All trash, rubbish, garbage and other materials being thrown away or disposed of by Lot Owners or their tenants must be placed and contained in bins or containers provided for such by the City of Columbia or a licensed trash disposal firm. All such bins or containers shall be fly-tight, rodent-proof; non-flammable, reasonably waterproof and shall be covered. These bins or containers shall be stored in unobtrusive locations on Lots and may be placed in open locations only for a period not to exceed one (1) overnight period in any week, so as to facilitate collection. The outdoor placement of or storage of materials, equipment or other items on any outside portion of a Lot shall be prohibited, with the exception, however, that items such as patio tables and chairs or other outdoor equipment upon porches, patios or decks shall be permitted, and with the further exception that during construction of a home, construction materials for the home on that particular lot may be stored on that lot.

**Section 10. Temporary Structures/Basketball Goals/Trampolines.** No structure of a temporary character (shack, sand boxes, swing sets, playhouses, shed, tent, locker or other out-building or similar structures), shall be permitted on any Lot, unless included in the plans and specifications of the building as originally approved by the Developer or unless later approved under the provisions of this Declaration relating to Architectural Control. No basketball goals or apparatus shall be placed on a Lot without the prior approval of the Architectural Control Committee. No Trampolines shall be permitted on any Lot. Developer may waive this provision to allow use of temporary construction trailers or buildings on lots during construction of buildings or other improvements, which in no case shall be allowed to be placed on a Lot more than two weeks prior to beginning construction and shall not remain for more than two weeks after the completion of construction.

**Section 11. Open Fires.** No open fires shall be permitted within the Development, with the exception of outdoor fires contained in a grill or a metal or ceramic fire pit, with said fire to be used for the preparation of food to be consumed on the premises. No such allowed fires shall be permitted in the front yard and/or driveway.

**Section 12. Garages.** All garage or delivery doors shall be kept closed at all times other than when in actual use.

**Section 13. Storage Tanks.** 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 Developer or Architectural Control Committee, as the case may be.

**Section 14. Automotive Repair Prohibited.** No automotive repair, rebuilding or any other form of automotive maintenance, whether for hire or otherwise, shall be permitted on any Lot or Common Area. Lot Owners may permit ordinary periodic maintenance for their motor vehicles within enclosed garages.

**Section 15. External Changes.** No external changes shall be made on or with respect to any building or improvements located within the Development or within any Lot, unless approved in advance in writing by the Developer or by the Architectural Control Committee, as the case maybe.

**Section 16. Two, Three & Four-Wheeled Recreational Vehicles.** No motorcycles, three and four-wheeled vehicles, including all-terrain vehicles and motor bikes of any kind, shall be operated within the Development, either on roads, on Common Areas, or within the Lots themselves; provided, however, that motorcycles may be used solely for purposes of going to and from a residence on a Lot over streets in the Development to and from the nearest public roads adjoining the Development, provided that nothing in this Section 16 shall prohibit the use of golf cars for transportation within the Development. 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. No such vehicles shall be used within the Development for purposes of recreation.

**Section 17. 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. All equipment used for the storage or disposal of trash, garbage or solid wastes shall be kept in a clean and sanitary condition. The Developer may designate areas within the Development or within a Lot where dumping is permitted for such periods as may be designated by the Developer. Should any Lot Owner or builder fail or refuse to comply with the requirements of this Section 17 within forty-eight (48) hours of written notice of such failure to remove any trash, junk, debris or refuse from the Lot, the Association may, in the Association's sole discretion, enter onto such Lot and correct such deficiency, and bill the Lot Owner or

builder for the cost of such waste removal, together with a fee of not greater than ten percent (10%) of the cost of such removal.

**Section 18. Maintenance/Stormwater and Water Quality Control.**

A. All portions of Lots, including all landscaping, and all buildings, structures and improvements situated on the Lots, shall be maintained in a highly clean, neat, safe, sanitary, debris-free, attractive and aesthetically pleasing condition. Improvements and buildings on Lots shall be maintained in good repair and condition, free and clear of all unsightly conditions. No dead and dying vegetation and/or trees, chipped, faded and peeling paint, brickwork requiring tuckpointing, roofs requiring repair, or lawns requiring mowing, weeding, or replacement shall be permitted.

B. If there is located, on any Lot, any swale, ditch, stream, drainway, creek bed, berm, or other storm water measure, facility, or feature, natural or manmade (hereinafter called "stormwater features") the Owner or Builder owning the Lot upon which such stormwater features are located shall keep and maintain the same in a good and properly functioning condition, free of erosion, debris or other blockages or obstructions, and, in appropriate locations, mowed and free of noxious weeds and vegetation, in order to insure that the stormwater drainage system for the Development is not disrupted in any way and is maintained in fully operational condition at all times. No such Owner or Builder shall alter any such stormwater feature or place any building, structure or improvement of any kind within the area of a Lot encompassing any such stormwater feature without the prior written approval of the Developer or the Architectural Control Committee.

C. All Owners and occupants of the Development and Lots thereon shall cause pet waste deposited in the Development by their pets, to be promptly removed and appropriately disposed of in order to protect the quality of stormwater running through and off of the Development. All of the foregoing provisions relating to stormwater control and quality shall be subject at all times to the overriding right of the City of Columbia, Missouri, and any other public entity having jurisdiction over the Development under the drainage easements provided for on the Plat(s) and under applicable ordinances and regulations.

D. The Developer has obtained a Land Disturbance Permit and Stormwater Permit for the Development, from the City of Columbia, Missouri (the "City Permits and Plan"), all of which are on file with the City of Columbia, Missouri, available to all Owners and Builders, and

incorporated herein by this reference together with all stormwater management plans, land disturbance plans and other documents, plans, writings and instruments on file with the City of Columbia, Missouri, referred to in, or submitted with requests for approval of, the City Permits and Plan (the "Related Materials"). All excavation, construction and other activities taking place on a Lot shall be performed strictly in accordance the City Permits and Plan and the Related Materials. Should any Owner or Builder violate any of the provisions or requirements of the City Permits and Plan and the Related Materials, such Owner or Builder shall indemnify Developer and hold Developer harmless from all claims, liabilities, fines, costs, losses and damages suffered or sustained by Developer resulting from such violation, and all costs incurred by Developer in defending or settling claims resulting from such violations in connection with enforcing such indemnity obligations, including, but not limited to, court costs and attorneys fees.

E. In the event any Owner or Builder shall fail or refuse to maintain such Owner's or Builder's Lot and the buildings, improvements or stormwater features thereon in the condition required above or to conduct excavation, construction or other activities on their Lot as required under subparagraph D. above, the Developer or the Association's Board of Directors shall so notify such Owner or Builder and advise that the condition of such Lot, building, improvement or stormwater feature, or the conditions resulting from any failure to conduct excavation, construction or other activities on their Lot as required under subparagraph D. above, must be corrected by the Lot owner within twenty (20) days of the date of such notice. If such Owner or Builder fails to correct the deficiency within said 20-day period, the Developer or Association, as the case may be, may enter such Lot and proceed to correct the deficiency with the cost of correcting the condition to be borne by such Owner or Builder. It is the express intention of this Declaration that the Lots and the buildings and improvements thereon be maintained in an attractive, regular, and ongoing high level of maintenance in order to insure that all the Lots in the Development, and all buildings and improvements thereon, be maintained at a standard higher than that found in most developments and to protect the integrity, worth and investment value of all of the Lots, buildings and improvements within the Development and the Development as a whole.

F. Each Lot Owner shall be responsible for clean-up of any run-off and any other tracking of dirt, soil, etc., due to erosion and/or construction on said Owner's Lot, and shall

ensure that any agent, employee, contractor, sub-contractor, or other person acting on behalf of said Owner performs all clean-up necessary due to construction on said Owner's Lot. Should any Lot Owner fail or refuse to perform any clean-up that is or becomes necessary due to such Owner's Lot, as a result of either erosion or construction on said Lot, the Association or Developer is hereby given the right to perform any such necessary clean-up, and Owner shall reimburse the Association or Developer for the cost of such clean-up plus a service charge of ten percent (10%), and interest on such amount from the date on which the clean-up occurs until the date on which such charge is paid by the Lot Owner to the Association or Developer. Lot Owner further agrees to indemnify, defend, and hold Developer harmless from and against any claims, damages, penalties, fines, costs, liabilities, losses, and judgments, including attorney fees, consultant fees, and expert witness fees, and further including any clean-up or remedial work that Developer must do, or for which Developer becomes liable, due to any failure by Lot Owner to perform such necessary clean-up.

**Section 19. Amenities.** The Amenities, if any, are intended for the general use of the residents of the Development and shall be maintained and controlled by the Association according to this Declaration, the Association's By-Laws, and the Rules and Regulations for use thereof established by the Association. Developer shall plan, develop, construct, and maintain the Amenities, if any, until such time as the Amenities and the Common Areas upon which they are located are conveyed to the Association by Developer.

**Section 20. Mailboxes.** Each residence shall have a mailbox of a type specified by the Developer. Purchase, installation, repair, and replacement of the mailboxes shall be at the expense of each Lot Owner.

**Section 21. Duration Limit on Construction.** All construction of a residence on a Lot shall be completed within one (1) year after the commencement of construction, unless permission is granted by the Architectural Control Committee for construction to extend longer than said one (1) year period. No residence shall be permitted to stand with its exterior in an unfinished condition for longer than one (1) year after commencement of construction. Construction shall be deemed to have commenced on the day a building permit for a Lot is issued by the City of Columbia, Missouri. Any Owner or Builder who fails to complete such construction and obtain a final certificate of occupancy for the residence from the City of Columbia within said 1-year period shall pay a late completion fee to the Association of \$100.00 for each week during the

period beginning on the expiration of said 1-year period and continuing until a final certificate of occupancy is obtained.

**Section 22. Sod, Landscaping, and Sprinkler System.** All landscaping required hereunder shall be completed and in accordance with plans approved by the Architectural Control Committee by the end of the 1-year period described in Section 21 immediately preceding this Section. All front, side, and rear yards shall be sod with fine leafed turf-type tall fescues, ryes, or bluegrasses, except that in the event there may be a natural wooded area located on any Lot, the Architectural Control Committee may, in its sole discretion, grant permission for said area to remain in its natural state rather than being sodded. All front, side, and back yards of each residence shall include and be serviced by an irrigation/sprinkler system. In addition to the cost of the sod and irrigation system to be installed on the Lots, each Lot shall have landscaping costing no less than two percent (2%) of the total price of the Lot and the house being constructed thereon. No tree or shrubbery shall be maintained in such a manner as to obstruct the view of vehicular traffic. All front yards shall include a minimum of two (2) hardwood trees, each being at least three (3) inches in diameter measured at 3 inches above the root head at the time of planting. No less than eight 5-gallon shrubs shall be installed adjacent to the front elevation of each residence. No tree over four inches in diameter measured at three inches above the ground shall be removed without prior approval from the Association. Any Owner or Builder that fails to complete such landscaping within said 1-year period shall pay a late completion fee to the Association of \$50.00 for each week during the period beginning on the expiration of said 1-year period and continuing until such landscaping is installed.

**Section 23. Garage Sales.** Other than the one annual neighborhood wide garage sale on a date established by the Association, no garage sales, sample sales, yard sales or similar activities shall be allowed in the Development.

**Section 24. Gardens.** No vegetable or general produce garden shall be placed on any Lot except in a rear yard in a location not visible from any street.

**Section 25. Swimming pools.** Above-ground pools (including any inflatable or portable pools of greater than two feet depth or 12 feet diameter that are in place for any length of time exceeding one week) are prohibited; in-ground pools may be placed on a Lot only with the prior written approval of the Architectural Control Committee.

**Section 26. Residential Use Only.** No Lot shall ever be used for, nor any structure placed upon a Lot for, business or commercial purposes, including day care centers or professional, trade, or commercial purposes. Home offices for the use of occupants of the residence are permitted, provided that they are not discernible from outside the residence and provided further that vendors, customers, clients, patients are not received there for business or commercial purposes other than on an incidental basis.

**Section 27. Model Homes.** No model home (i.e., homes used for the purpose of showing and sales promotion by a Builder or other Owner and which, generally, are made available and open to the public) shall be placed on a Lot without the prior written approval of the Developer or Association prior to commencing building construction.

**Section 28. Hazardous Substances and Waste.** Onsite storage of hazardous substances and materials except those used in routine and normal residential activities and construction activities conducted on a Lot is prohibited. All construction activities on a Lot shall be conducted so as to cause construction sites to be reasonably free of accumulations of construction trash and debris and all solid wastes, including but not limited to wood shavings, dust, and other waste material, shall be regularly removed from the construction site in order to minimize effects on the quality of stormwater runoff escaping the site during construction.

### **ARTICLE III**

#### **ASSOCIATION**

**Section 1. Purpose.** The Association is responsible for managing the activities of the home owners and the Association including, but not limited to, those relating to use of the Common Areas and enforcement of this Declaration.

**Section 2. Formation and Articles of Incorporation.** The Association shall be formed by the Developer by the filing of Articles of Incorporation for a non-profit corporation in the state of Missouri. This new organization shall be called the Copperstone Homeowners' Association, or a name similar thereto. The responsibilities of the Association are more fully described by the terms of this Declaration.

**Section 3. Membership in the Association.** There shall be two classes of membership in the Association: Class A (voting), Class B (voting and non-voting). No membership in the Association shall be attributable to ownership of the Common Areas.

A. *Class A*



The Owner of each Lot, other than a Builder, to whom title has been conveyed by the Developer, its assignees or its successors, 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 membership 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 that is subject to assessment by the Association. Upon creation of the Association, Class A membership in the Association attributable to ownership of a Lot shall be appurtenant to, and may not be separated from, ownership of the Lot. Ownership of a Lot shall be the sole qualification for Class A membership in the Association. Any covenant or agreement to the contrary shall be null and void. No Owner shall execute any deed, mortgage or other instrument affecting title to this Lot ownership without including therein both such Owner's interest in the Lot and the corresponding Class A membership in the Association, it being the intention hereof to prevent any severance of such combined ownership. Any deed, lease, mortgage or instrument purporting to affect the one without also including the other shall be taken to include the interest so omitted, even though the latter is not expressly mentioned or described therein.

B. *Class B*

Class B membership is reserved for those lots owned by the Developer (or those persons to whom Developer assigns all or any part of its rights as the Developer under the terms of this Declaration). Builders who purchase Lots with the intention of building and reselling homes are deemed to hold Class B nonvoting membership rights in the Association if Class B membership rights attributable to such Lots are assigned to such Builder by Developer. Such membership does not include any voting rights, nor are Class B non-voting members responsible for paying Association assessments, except as otherwise expressly provided for herein. The Developer and those to whom Developer assigns all or any portion of Developer's rights as the Developer under the terms of the Declaration shall become Class A Members with respect to a Lot upon and following the termination of Class B memberships attributable to ownership of a Lot 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 to the rights of the

Developer and to Class B voting rights. Otherwise, rights of the Developer hereunder can be assigned only by a written document, properly recorded, which specifically refers to the rights of the Developer hereunder and assigns all or a portion of such rights to the assignee named therein. The Developer can assign all or a portion of Developer's Class B voting rights to other persons but such assignment shall be made solely by a written assignment, or by a 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 this Declaration, in the event a Class A membership has not earlier attached to a Lot under the above provisions of this Article, such 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:

1. Such Lot has been conveyed to someone other than the Developer or a Builder;
2. Upon recording of Developer's "Certificate of Substantial Completion," described above.
3. A residence on a Lot owned by Developer or a Builder is occupied by the Developer or Builder or by a person owning an interest in Developer or the Builder owning such Lot, or a person related to them by blood or marriage. 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 attaches and the Owner of such Lot shall automatically be a Class A Member of the Association.

**Section 4. Voting Rights.** The Association shall have two (2) classes of voting membership and one class of non-voting membership as follows:

A. *Class A*

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 owns a Lot they must unanimously agree on how such vote is to be cast and there shall be only one vote per Lot. If they cannot agree they shall be deemed to have abstained.

B. *Class B*

There shall be two classes of Class B Members: Class B (voting) and Class B (nonvoting). One (1) Class B vote shall be allocated for each Lot classified as having Class B membership (voting)

rights and is reserved for the Developer and its assigns. The second type of Class B membership is Class B (nonvoting). This designation is reserved for those Lots owned by Builders, provided, in order for a Builder to be a Class B non-voting member the Developer must assign the Class B non-voting membership attributable to a Lot to such Builder at the time of the conveyance of the Lot to the Builder, otherwise such Builder shall become a Class A Member with respect to such Builder's ownership of said Lot. At no time will a Builder via its Class B (nonvoting) designation, ever hold any voting rights in the Association or be assessed any fees or charges pertaining to ownership of such Lots to which Class B non-voting membership is attributable. The number of Class B voting memberships (and votes) may be increased, if Lots are annexed to the Development, by the number of Lots in such annexed areas owned by the Developer.

**Section 5. By-Laws.** The Board of Directors shall, as soon as practicable, adopt and execute the By-Laws that will serve as the operating documents for the administration of the Association. Such By-Laws shall provide that the Development will be administered by the Association which, in turn, shall be managed by a Board of Directors elected and constituted as hereinafter provided in this Article.

**Section 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 Class A Members; and (4) arrange and direct or contract for the management of the Development, and otherwise administer with respect to any matter generally pertaining to enhancing, maintaining, benefiting and promoting the Development. The Board of Directors shall consist of three (3) Directors elected in the following manner: The Members of the first Board of Directors named in the Articles of Incorporation shall serve until their successors are duly elected and qualified. Thereafter, so long as there are Class B voting rights in existence, the Directors shall be natural persons elected by the Class B Members with voting rights. After all Class B voting rights have ceased to exist, the Board of Directors shall consist of three (3), five(5), or seven (7), natural persons who are Lot Owners elected by the Class A Members of the Association as determined by the Class A Members at their annual meeting. The Directors shall be elected in that manner and for those terms specified by the By-Laws, except as herein provided to the contrary. The Board of Directors shall make all decisions by majority vote.

**Section 7. General Powers and Duties of the Association.** The Association shall provide for, acquire, and pay for out of the Maintenance Fund the following:

A. The water, sewer, waste removal, electricity, telephone, and other necessary utility services for any and all Common Areas; all maintenance, repair, upkeep and replacement for the Common Areas, including all Amenities, if any.

B. To obtain and maintain a policy or policies of liability insurance insuring the Association, its Members, and its Board of Directors against any liability to any person, including Lot Owners or their invitees or tenants, occurring on or arising out of use of the Common Areas, or arising out of the conduct of the affairs of the Association or the Board of Directors, with liability limits determined by the Association's Board of Directors and a policy or policies of property insurance insuring the Association against loss of or damage to the Common Areas or the Amenities thereon for such amounts as determined by the Association's Board of Directors. Such limits shall be reviewed periodically by the Association's Board of Directors and may be changed at its discretion. Proceeds of such property insurance shall be payable to the Association. The Association shall also obtain Workers' Compensation Insurance to the extent necessary to comply with any applicable laws.

C. To manage, operate, and regulate the Amenities and Common Areas of the Development and to maintain such Amenities and the Common Areas in superior condition, meeting all applicable health, safety, and aesthetic standards and codes and to establish rules and regulations for the use of the Amenities and Common Areas, including restrictions on use by non-residents of the Development.

D. Upon ten (10) days' notice to the Association's Board 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 account setting forth the amount of any unpaid assessments or other charges due and owing by such 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, contractors, employees 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 designation and removal 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. 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 the Association is required to secure or pay for pursuant to the terms of this Declaration or the Association's By-Laws, 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 payment of the cost of all maintenance items and services required to serve and keep the Common Areas and Amenities, if any, in good and first class condition.

G. To provide for the payment of the 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 driveways, walkways, sidewalks 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 maintenance of any stormwater feature on such Lot in the condition required by the foregoing provisions of this Declaration, or for the 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 any Lot or Lots, or to protect any part, portion or aspect of the value of the Development, or any portion thereof, when the Owner or Builder owning such Lot have failed or refused to perform such within 20 days after written notice has been given by the Association's

Board of Directors to such Owner or Builder. No such written notice shall be required in the case of an emergency. The Board of Directors shall levy a Special Assessment against all affected Lots and the Owner(s) thereof for the costs incurred by the Association to perform any such work on such Lot or the improvements thereon, which assessment shall constitute a lien upon such Lot 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.

**Section 8. Entry Into Lots and Common Areas or Building Areas.** The Developer and Association shall have, and there is hereby reserved to them, the right to locate, relocate, erect, construct, maintain and use, or authorize, such easements and right-of-ways as necessary to fully implement this Declaration. The Developer, Association and its agents or its Directors, may enter upon any Lot or onto the exterior portions of any buildings and onto any of the Common Areas when necessary in connection with performance of any maintenance work 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 Owner or Builder owning such Lot as reasonably practicable and any damage caused thereby shall be repaired by the Association, at the expense of the Maintenance Fund established hereinafter.

**Section 9. Maintenance Standards.** In the event of any dispute over the standards of maintenance, including the standards of cleanliness, safety, neatness, attractiveness, 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 organization of the Association.

**Section 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 after there are no longer any Class B voting membership rights in that the Board of Directors 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 excess of Ten Thousand Dollars (\$10,000) in any single calendar year, to the Common Areas or elsewhere, unless such action is approved by the Class A Members at the annual meeting or at any other meeting called for such purpose. 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, any additional common areas or improvements thereto which shall ultimately become the responsibility of the Association to maintain.

**Section 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.

**Section 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 IV

#### ARCHITECTURAL CONTROL

The Architectural Control Committee is responsible for overseeing the architectural and structural continuity of the Development.

**Section 1. Organization of the Architecture Control Committee.** The Developer shall be the Architectural Control Committee, or shall appoint all of the members (who may or may not be Lot Owners) of the Architectural Control Committee, until the Certificate of Substantial Completion has been recorded. Thereafter, the Board of Directors of the Association shall designate the members of the Architectural Control Committee, which shall be composed of three or more Lot Owners appointed by the Board of Directors.

**Section 2. Architectural Control Committee Approval Required.** A Lot Owner who intends to build a home, fence, wall, impervious structure, or other structure or thing on a Lot, or make any improvement to such, or to change or improve the landscaping on said Lot, shall submit all plans for the home, landscaping, or other addition or improvement to be made on the Lot, no less than thirty (30) days prior to the date on which the Lot Owner intends to commence construction. Concurrently with the submission of such plans, the Lot Owner shall submit an application fee of \$300 for new construction, or any lesser amount that is approved by the Architecture Control Committee for subsequent construction of improvements or additions to the Lot. No building, improvement, landscaping, fence, wall, facility, impervious surface or other structure or thing shall be constructed, erected, installed, placed or maintained on any Lot, the Common Areas or at any other location within the Development other than those placed thereon by the Developer

or its assignees of its rights as Developer, and those constructed, erected, installed, placed or maintained under plans, drawings and specifications (prepared in such detail as may be required by the Architectural Control Committee) which have been approved by the Architectural Control Committee in advance and in writing. No exterior change shall be made on any completed building, improvement, fence, wall, facility or other structure or thing located within a Lot, within the Common Areas or at any location within the Development other than those approved by the Architectural Control Committee in advance and in writing. No additional building, improvement, fence, wall, facility or other structure or thing shall be commenced, erected or maintained within a Lot unless approved by the Architectural Control Committee in advance and in writing. If the Architectural Control Committee fails to approve or disapprove a proposed building, improvement, fence, wall, facility, impervious surface or other structure or thing within thirty (30) days after plans and specifications (in such detail as the Architectural Control Committee shall require) have been submitted to it, such building, improvement, fence, wall, facility or other structure or thing shall be deemed to have been disapproved by the Architectural Control Committee.

**Section 3. Role of the Architectural Control Committee.** The Architectural Control Committee shall have discretion to approve or withhold approval for any building, improvement, fence, wall, facility or other structure, impervious surface or thing proposed to be constructed, erected, installed, placed or maintained on a Lot, the Common Areas or at any other location within the Development or any proposed change or addition to any building, improvement, fence, wall, facility or other structure or thing on any Lot, taking into consideration compatibility with the Development and the quality, external design, location, size, and appearance of the surrounding structures and topography. No change shall be made in the exterior appearance of any building or other structures, or portions of structures, or any impervious surface within the Development until such change has been approved by the Architectural Control Committee. It is the intention of this Declaration that the Architectural Control Committee shall have architectural control over the entire Development and that the discretion of such committee shall be unlimited, so long as it is acting in good faith.

**Section 5. No Duty to Approve.** Approval of plans and specifications is at the sole discretion of the Architectural Control Committee or Developer, as the case may be. Plans and specifications



approved for one specific Lot do not bind the Architectural Control Committee or Developer to approve the same or similar plans and specifications for any other Lot.

**Section 6. Minimum Requirements.** Whether or not architectural control rests with the Developer, 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 Architectural Control Committee, in writing, for good cause shown relating to topography of individual lots, substrate or soil conditions, or configuration of the lots giving justification for such waiver:

A. No building shall be erected or maintained on any lot the main front line of which shall be nearer to the front property line of said lot than the building setback line shown for said Lot on the Plat, nor nearer than eight (8) feet to either side property line. The Developer shall, at Developer's cost, cause the corners of Lots to be staked at the time the Lot is first sold to an Owner or Builder but Developer shall have no responsibility for any later staking.

B. All buildings constructed within the Development shall be either brick, stone, decorative woods, or stucco, or a combination thereof, or other material approved by the Architectural Control Committee, on all four elevations. The architectural style to be used on a Lot shall be used on all four sides of the home (i.e., brick on all sides, etc.). No vinyl or steel siding shall be used on the building without express permission and prior written approval of the Architectural Control Committee. No vinyl siding shall ever be approved unless it is at least 44 mils in thickness. Hardi Plank and lap siding only with approval of the Architectural Control Committee. No exposed or unfinished foundation walls will be permitted.

C. All buildings shall have continuous standard foundations and all basement walls shall be of poured concrete, with exterior wall materials covering all such walls and any retaining walls to the extent allowed by the ordinances of the City of Columbia.

D. Plans for all fountains, retaining walls, walkways, patios, and other accessory improvements shall be submitted to the Architectural Control Committee for prior approval.

E. All building plans must be submitted for approval to the Architectural Control Committee prior to beginning construction. The plans must be submitted in duplicate and include a plot plan prepared by a licensed design professional showing the exact location of the proposed building, its orientation, and distances to the boundary lines from each side of the building, exterior elevations, exterior finishes and colors, roof pitch, all sidewalks, driveways, decks, and patios and other hard surfaces, and dimensioned floor plans and square footages.

F. All Lots must be mowed, trimmed, and maintained by Builders and/or Owners regardless of whether or not improvements have been constructed thereon.

G. All buildings must meet minimum interior space size standards:

- All homes shall have a minimum of a 3-car garage;
- For one-story ranch style on a slab, 2,750 square feet of living space;
- For one-story ranch style on a walk-out basement, 2,400 square feet of living space on main level;
- For multilevel homes on a walk-out basement, no less than 1,900 square feet on main floor and a total of 2,600 square feet above grade;
- For multilevel homes on a slab, 2,100 square feet on main floor, and a total of 2,800 square feet.

The foregoing minimum square footages do not include unfinished portions of basements, garages, porches or patios.

H. All erosion controls shall be in place before any construction commences on a Lot.

I. All garage doors and front doors must match in style and be of complementary colors.

J. All air conditioning units shall be shielded, insulated for sound, and hidden to the extent possible by landscaping.

K. All gutters and downspouts shall drain to pervious areas and shall not be permitted to drain to impervious surfaces such as driveways, sidewalks, patios, porches.

L. The Developer and the Architectural Control Committee may limit the amount of impervious area that may be placed on a Lot or require that the improvements constructed on a Lot incorporate use of low impact construction techniques or pervious paving materials for driveways, patios, porches, walks and similar improvements if it is determined, in the sole discretion of the Developer or the Architectural Control Committee, that such measures are necessary to minimize stormwater runoff and protect water quality in the Development or to comply with standards applicable to and imposed on the Development under the ordinances and regulations of the City of Columbia, Missouri, or other governmental bodies having jurisdiction over the Development.

**Section 7. Enforcement.** Any construction, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board of Directors, the Builder or Owner in violation 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 such Builder or Owner fail to remove and restore as required hereunder, the Board of Directors or its designees shall have the right to enter the Lot, remove the violation, and restore the Lot to substantially the same condition as existed prior to the construction, alteration, or other work. All costs and interest may be assessed against the affected Lot and collected as a Special Assessment.

**ARTICLE V**

**ANNEXATION OF ADDITIONAL PARCELS TO SUBDIVISION**

The Developer may annex additional parcels of real estate under the jurisdiction of the Association and may make same a part of the Development and subject to this Declaration, provided, however, that the following terms and conditions are satisfied:

- A. Any such annexed parcel shall be immediately adjacent to or located in the general vicinity of the Development.
- B. Any such annexed parcel shall be so annexed either by a recorded Supplementary Declaration or by a recital on the plat of the parcel to be annexed, which shall provide that the parcel is made subject to this Declaration. The parcel and all Lots therein, and all owners of Lots therein 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 same as if such parcel had originally been subject to this Declaration at the time of its execution.
- C. 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 VI**

**ASSESSMENTS FOR MAINTENANCE FUND AND OTHER EXPENDITURES**

**Section 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." The assessments levied by the Association shall be used exclusively by the Association to discharge its duties and obligations as provided for by the Declaration and for the purposes of promoting the health, safety, recreation or welfare of the Lot Owners and occupants of the Development and, in particular, for the improvement and maintenance of the Common Areas and the equipment and facilities related to the use and enjoyment of the Common Areas (subject to the provisions hereof regarding the "Shared Expenses") 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.

**Section 2. Amount and Setting of Annual Assessments/Initiation Fee to be Paid to Association.** From and after the conveyance of the first Lot to an Owner (other than Developer or Builder), all Class A Members and the Lots owned by them shall be assessed an annual assessment. Annual assessments shall be for each calendar year. The annual assessment for the first calendar year in which a Lot is first owned by a person who will be a Class A Member shall be prorated based on that portion of the year that remains after the Lot is conveyed to the Class A Member, said prorated amount due at the time such Class A Member acquires title to such Lot. Each time a person (other than the Developer or a Builder) acquires title to a Lot such person shall also pay an initiation fee of \$500.00. In the event a Builder who owns a Lot becomes a Class A Member, the Builder shall pay the annual assessment for the calendar year in which such Builder becomes a Class A Member prorated in the same fashion described above and the \$500.00 initiation fee. The annual assessment for 2007 shall be \$1,000.00. Thereafter the Board of Directors of the Association shall annually estimate the total amount necessary to pay the amount of money which will be required during the ensuing calendar year to pay all costs and expenses of the Association and shall establish the annual assessment for the ensuing year. On or before December 1<sup>st</sup> of the calendar year immediately preceding the calendar year for which the annual assessment is to be determined, the Association shall notify each Lot Owner in writing of the amount of such estimate and the amount of the annual assessment for the ensuing year, accompanied by reasonable itemization thereof, which shall thereafter be considered as the minimum annual assessment. This annual assessment may be increased or decreased above or

below the assessment for the preceding year by the Association's Board of Directors effective January 1st of each year, without a vote of any of the Members of the Association, provided, if the annual assessment for the ensuing year increases the annual assessment by more than twenty percent (20%) over the prior year a meeting of the Class A Members of the Association shall be called by the Board of Directors. If a meeting of the Members of the Association is required, the Board of Directors shall call a meeting of the Class A Members to discuss same before setting the new assessment. At such meeting the Board of Directors shall permit reasonable input to be presented by the Class A Members to the Board regarding the assessment and the Board shall itemize the needs of the Association to the Class A Members and expected revenues at such meeting. However, final authority to set the annual assessment shall rest with the Board of Directors of the Association.

**Section 3. Uniform Rate of Assessment.** In all cases, the rates 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, that lot owner will be assessed the equivalent number of assessments corresponding one to each lot.

**Section 4. Special Assessments.**

A. *Repair, Replacement or Maintenance to be Done by Lot Owners.*

The Owners and Builders owning Lots in the Development 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, and to conduct activities on the Lots in accordance with the requirements of this Declaration. In the event an Owner or Builder owning a Lot does not cause to be performed the maintenance, repairs, replacements, servicing and upkeep which he is required to perform under the provisions of this Declaration or to conduct activities on the Lots in accordance with the requirements of this Declaration, then the Association's Board of Directors, after the giving of notice required under Article II, Section 18, and Article III, Section 7. H, above, in its discretion may (but shall not be required to), cause the item of repair, maintenance, replacement, servicing or upkeep to be performed, or to correct any condition resulting from the failure to conduct activities on the Lot in accordance with this Declaration, at the expense of the Owner or Builder required to perform same. The cost of such

performance of such item of repair, maintenance, replacement, servicing, upkeep or correction shall automatically become a special assessment against the Owner or Builder required to perform same, and their respective Lot, 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 Owners and Builders in that manner hereinafter provided for in this Article, the same as with all other assessments provided for by this Declaration.

B. *Special Assessments for Common Area 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 replacements, and in the event the annual assessment for the 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 herefrom), then the entire sum of the cost of such repair, replacement or non-periodic maintenance or repair shall be apportioned equally among all of the Lots subject to assessment, 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 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 manner hereinafter provided for in this Declaration for enforcement of all such assessments. Any such special assessment shall have the assent of a majority of the Board of Directors given at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) days nor more than forty (40) days in advance of the meeting setting forth the purpose of the meeting.

**Section 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 of Annual Assessments.*

All of the annual and special assessments and other assessments hereinabove provided for in this Article shall apply to each Lot on the date when Class A membership is affixed to the Lot. The annual assessments provided for herein shall commence on the first day following the sale to any Owner other than the Developer or Builder. The above provisions of this Section to the contrary notwithstanding, a Lot shall become subject to assessments automatically, should the Class B voting rights attributable to such Lot terminate under 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 voting rights attributable to such Lot.

B. *Nonpayment of Assessment--Remedies of the Association.*

Any assessments hereinabove described in this Article that 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-current prime rate plus 9% per annum. Furthermore, the Association may bring an action at law or in equity against the Owner obligated to pay the same, or foreclose the lien against the Lot, and interest, costs and reasonable attorney's fees for any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of such Owner's Lot.

C. *Creation of a Lien and Obligation for Assessments.*

Each Class A Member, by acceptance of title to a Lot, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to be bound by this Declaration and pay the annual and special assessments and interest thereon and costs of collection thereof, and agrees that the same shall be a charge and lien on the Owner's Lot and the improvements thereon. Each such assessment or charge shall also be the joint and several personal obligation of the person or persons who were the Owners of such Lot, at the time when the assessment fell due. The personal obligation shall not pass to such 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 property subject to assessment; provided, however, that in the event of default in the payment of any obligation secured by such mortgage or deed of trust, such subordination shall apply only to the assessments or installments

thereof that become due and payable prior to the sale of such property pursuant to a power of sale or judicial 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 the Lot or the Owner thereof from liability for any assessments or installments thereof thereafter becoming due or from the lien of any such subsequent assessments thereafter becoming due.

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

**Section 8. Retroactive Effect of Assessments.** If a change in the 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 which 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 previously paid prior to such approval, then any arrears resulting from such delayed approval 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 due 10 days after such approval.

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

## ARTICLE VII

### **GENERAL PROVISIONS**

**Section 1. Enforcement.** The Developer, so long as Class B voting rights exist, and the Association at any time, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, the covenants, restrictions, requirements, obligations, remedies, liens, charges or assessments provided for herein. Failure by the Developer, the Association or any Owner to enforce any covenants or restrictions herein contained shall not, in any event, be deemed to constitute a waiver of the right to do so thereafter.



In addition to any rights and remedies provided to the Association, or the Developer, or any Lot Owner by this Declaration, or by law, for the enforcement of any of the uses and restrictions established by this Declaration, and in addition to any other rights and remedies provided for in this Declaration, the Association shall, in the event of a violation of any of the restrictions established by this Declaration or any rules and regulations established by the Association, including those set forth herein, in its sole, absolute, and unmitigated discretion, have the following additional rights, powers and authorities:

A. To deny to any Lot Owner who may be in violation of the use restrictions or that are being used in violation of such use restrictions, any maintenance or services, or access to any amenities that the Association might otherwise be required to provide; and

B. To impose upon the Lot Owner who is in violation of any of the use restrictions, a special assessment (by way of a fine), in such amount as the Association's Board of Directors, in its sole, absolute, and unmitigated discretion shall deem appropriate, not to exceed Three Hundred Dollars (\$300) per month during the continuance of the violation. Such fine shall constitute a special assessment against the Lot and/or the Lot Owner subjected to the assessment. Such special assessment shall be payable to the Association upon demand, and shall be added to (and become a part of) the other assessments to which the Lot and Lot Owner is subject, and shall be enforceable in the same manner as is provided for the enforcement of other assessments under the provisions of this Declaration.

C. In addition to the other remedies set out hereinabove, should the Association find it necessary to bring a court action to bring about compliance with the law, this Declaration and exhibits attached to this Declaration, upon a finding that there has been a violation, the Lot Owner so violating shall reimburse the Association for any reasonable costs, expenses and attorneys' fees incurred in such proceedings.

**Section 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.

**Section 3. Amendment.** 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, the Owner of each Lot subject to this Declaration and their respective legal representatives, heirs, successors and assigns, for a term of twenty (20)

years from the date this Declaration is recorded, after which time, they shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by not less than seventy-five percent (75%) of the Class A Members has been recorded, which instrument provides for amending or terminating this Declaration in whole or in part. During the first twenty (20) year period of this Declaration, beginning with the date of recording of this Declaration, it may be amended in whole or in part only by an instrument signed by seventy-five percent (75%) of the Class A Members and seventy-five percent (75%) of the Class B Members with voting rights. Notwithstanding the foregoing, there is hereby reserved unto the Developer the right to amend this Declaration, unilaterally, at any time, in the following respects: Developer shall have the right to amend this Declaration in order to clarify any of the terms and provisions hereof where determined by the Developer to be ambiguous, incomplete or otherwise difficult to interpret, or to assure protection of stormwater features within the Development, or to insure compliance with the Stormwater Permits and Land Disturbance Permits for the Development, provided, however, no such amendment shall impose any more restrictive provisions regarding the use of Lots subject to this Declaration or which would result in a materially higher rate of assessments imposed hereunder on such Lots.

All amendments to this Declaration shall be recorded in Boone County, Missouri.

**Section 4. Notices.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage pre-paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

**Section 5. 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.

**Section 6. Titles and Captions.** The titles or captions of the various provisions of this Declaration are not part of the covenant hereof, but are merely labels to assist in locating paragraphs and provisions herein.


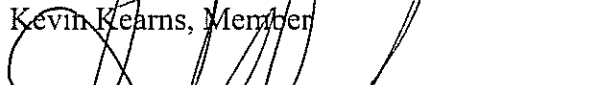
**Section 7. Developer's Responsibilities.** Until such time as the Association is duly incorporated and its Board of Directors duly elected, all powers vested in said Association shall be retained by Developer whose authority shall be the same as those of the Association and the Board of Directors, and the Developer shall be entitled to indemnification from the Association for any liabilities suffered by Developer, as would apply to the Association or a member of the

Board of Directors of the Association. The Developer shall be entitled to grant variances from the provisions of this Declaration for good cause shown at any time prior to the recordation of the Certificate of Substantial Completion. Actions by the Developer 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.

**Section 8. Extension of Liability.** Lot Owners who are responsible for any willful, intentional, or negligent property damage to and/or destruction of Common Areas caused by any Lot Owner, their children, pets, guests, agents, and/or assigns, shall reimburse the Association for the cost of repair of the same.

IN WITNESS WHEREOF, Woodland Hills Properties LLC, a Missouri limited liability company, with principal offices located in Boone County, Missouri, has caused this instrument to be signed by all of its members the day and year first above written.

Woodland Hills Properties LLC

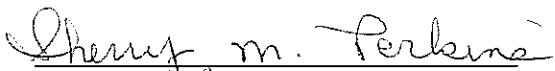
By:   
Kevin Kearns, Member  
By:   
David Dunafon, Member

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF BOONE     )

On this 6<sup>th</sup> day of February, 2007, before me personally appeared Kevin Kearns and David Dunafon, to me known to be the persons described in and who executed the foregoing Declaration, and acknowledged that they are all of the members of and are authorized to sign for Woodland Hills Properties LLC, and that they executed the same as the free act and deed of Woodland Hills Properties LLC for the purposes stated therein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

**SHERRY M. PERKINS**  
Notary Public-Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires May 28, 2007

  
Sherry m. Perkins, Notary Public  
(Printed Name)