

# Boone County, Missouri

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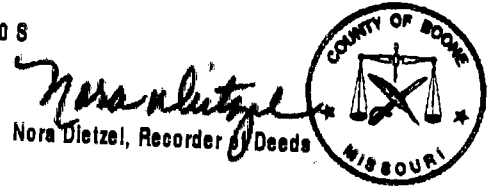
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## DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS OF CHAPEL HILL MEADOWS, A SUBDIVISION OF COLUMBIA, BOONE COUNTY, MISSOURI

**Developer/  
Grantor:**

**Chapel Hill Meadows, LLC**, a Missouri limited liability company [mailing address: 3610 Buttonwood Drive, Ste. 226, Columbia, MO 65201]

**Grantee:**

**Chapel Hill Meadows Homes Association**, a not for profit corporation of the State of Missouri, and all Owners of Lots within Chapel Hill Meadows [mailing address: Chapel Hill Meadows Homes Association, 3610 Buttonwood Drive, Ste 226, Columbia, MO 65201]

**Re:**

The following described real estate situated in the City of Columbia, Boone County, Missouri:

Lots 102 through 132 (both inclusive) and Common Lot C-2 as shown by the final plat of Chapel Hill Meadows, Plat No. 2, recorded in Plat Book 54, Page 36 of the Real Estate Records of Boone County, Missouri.

**Date of Document:** October 21, 2020

Nora Dietzel, Recorder of Deeds

# Boone County, Missouri

BOONE COUNTY MO DEC 01 2020

## Unofficial Document DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS OF CHAPEL HILL MEADOWS, A SUBDIVISION OF COLUMBIA, BOONE COUNTY, MISSOURI

This Declaration of Covenants, Easements and Restrictions is made on this 27 day of October 2020, by **Chapel Hill Meadows, LLC**, a Missouri limited liability company, (the "Developer").

### BACKGROUND RECITALS [“Recitals”]

The Developer is the owner of a tract of land located in the City of Columbia, Missouri, which has been subdivided and which is legally described as follows:

Lots 102 through 132 (both inclusive) and Common Lot C-2 as shown by the final plat of Chapel Hill Meadows, Plat No. 2, recorded in Plat Book 54, Page 36 of the Real Estate Records of Boone County, Missouri.

The foregoing real estate is referred to herein as the “Parcel.”

The Developer is developing the Parcel as a single-family residential development known as “Chapel Hill Meadows” (the “Development”). In order to make the Parcel and the Development subject to certain easements, restrictions, reservations and covenants, the Developer executes and records this Declaration of Covenants.

### DECLARATION OF COVENANTS

NOW, THEREFORE, the Developer hereby declares that all of the real estate contained within the Parcel, the Lots contained therein, all Residences or improvements now or hereafter located thereon, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, liens and charges, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of the Development. These easements, covenants, restrictions, conditions, liens and charges shall run with the land and the real property and shall be binding on all parties having or acquiring any right, title or interest in the real property of the Parcel, and any Lot contained therein, and any improvements or Residences located thereon, and shall inure to the benefit of each owner thereof. The Developer further declares as follows:

### ARTICLE I DEFINITIONS AND MISCELLANEOUS TERMS AND CONDITIONS

This instrument shall constitute the “Declaration”. For the purpose of brevity, certain words and phrases used in this Declaration are defined as follows with the following terms and conditions to apply:

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Section 1. Architectural Control shall mean and refer to the right of the Developer, the Association's Board of Directors or the Association's Architectural Control Committee, as the case may be, to review and either approve or reject Plans and Specifications as described in Article VII of this Declaration.

Section 2. Association means "**Chapel Hill Meadows Homes Association,**" a not-for-profit corporation of the State of Missouri, to be established as hereinafter provided, which shall serve as the Association of Lot Owners.

Section 3. Builder shall mean an individual, company or corporation who or which acquires a Lot for purposes of building or constructing a Residence on such Lot for sale to others. A sale by the Developer to a Builder shall not constitute an assignment of the Class B votes, any of the Development rights or Architectural Control attaching to such Lot unless the Developer specifically assigns the Class B voting rights and membership attributable to such Lot to the Builder by specific written assignment. All Lots sold or conveyed to a Builder shall remain subject to the Architectural Control provisions hereinafter set forth in this Declaration.

Section 4. City shall mean the City of Columbia, Missouri, which is the municipality in which the Development is located.

Section 5. Class A Member shall mean a Class A Member of the Association and shall mean an Owner of a Lot (other than the Developer) with the additional qualifications described below.

Section 6. Class B Member shall mean the Developer and any assignees of any of the Developer's Class B membership rights. A deed or other conveyance by the Developer shall not assign any of Developer's rights or the Developer's Class B memberships, unless all such rights or Class B memberships are specifically mentioned therein. Assignments of rights as the Developer or assignments of the Developer's Class B membership rights can be made only by written deeds, warranty deeds, or specific instruments of assignment, which specifically refer to the rights and memberships assigned.

Section 7. Common Area shall mean and include the following:

a. Lot C-2 of Chapel Hill Meadows, Plat No. 2, as shown in the plat recorded in Plat Book 54 at Page 36 of the Real Estate Records of Boone County, Missouri;

b. Any land or easements dedicated for or which contain any entryway monuments, gates or signs for the Development;

c. Cul-de-sac islands and medians, if any, located within any streets within the Development, other than those islands which are publicly-maintained;

d. Each drainage easement, landscaping easement, tree preservation easement and any similar easement intended for the benefit of the Development which is shown on the Plat;

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- e. Each Stormwater Facility (as defined in this Declaration);
- f. Any land held by the Association containing pedestrian trails, pedestrian access easements, trails or paths or similar improvements; and
- g. Any Lot, easement, land or parcel which the Developer may hereafter declare to be Common Area.

Section 8. Common Elements shall mean all structures and improvements now or hereafter erected or constructed on any Common Area. The Common Elements include entryway monuments, entryway structures, entryway signs, lawns, trees, shrubs, plants, ground cover and other growing material, lighting, light fixtures and all other landscaping and improvements placed on any Common Area. Common Elements further include any improvement constructed or located on any Common Area, including, but not limited to, the following:

- a. All ponds, lakes, stormwater detention basins or Stormwater Facilities on the Parcel, whether or not located within any Common Area, including, but not limited to, any ponds or lakes to be located on Lot C-2;
- b. Entryway monuments, structures and signs for the Development, and all landscaping, lighting and all improvements associated with such items;
- c. Landscaping and all structures and improvements located within any Common Areas or any landscaping easements;
- d. Trees, shrubs, lawns, ground cover and other landscaping located within any Common Area and all improvements located within any cul de sac island, street island, median or similar area which are not publicly maintained;
- e. Any pedestrian trails and trail easements, and any pedestrian or biking trails and all related improvements;
- f. Any Stormwater Facilities as defined herein;
- g. Any amenities within the Development, which are intended for use by members of the Association; and
- h. All drainage easements, drainageways ditches, swales and similar geographic features which provide for stormwater flow or stormwater drainage, regardless of whether located within the boundaries of a Lot or any defined Common Area.

Section 9. Developer shall mean and refer to Chapel Hill Meadows, LLC, a Missouri limited liability company, and any successors as the Developer to which it shall assign all or any portion of its Developer's Rights under this Declaration. A conveyance by the Developer by Warranty Deed or otherwise shall not be deemed to be an assignment of any of the Developer's rights as the Developer unless such rights are specifically mentioned in such conveyance. Such rights can only be assigned by a written assignment, deed, deed of trust or other similar

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instrument by the Developer, which specifically refers to the rights of the Developer under this Declaration.

Section 10. Development shall mean all real estate contained within the Parcel and all Residences and improvements now or hereafter located thereon, all of which shall be known as “Chapel Hill Meadows.”

Section 11. Lot means each of Lots 102 through 132, both inclusive, as shown by the Plat of Chapel Hill Meadows, Plat No. 2, recorded in Book 54 at Page 36 of the Real Estate Records of Boone County, Missouri, but excluding Lot 101 and Common Lots C-1 and C-2 as shown by such Plat. The term “Lot” is intended to mean and include only a platted Lot which is intended to be contain a Residence and shall not include any Lot designated as a Common Area.

Section 12. Lot Owner means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Lot.

Section 13. Parcel means Lots 102 through 132 (both inclusive) and Common Lot C-2 as shown by the final plat of Chapel Hill Meadows, Plat No. 2, recorded in Plat Book 54, Page 36 of the Real Estate Records of Boone County, Missouri. Lot 101 and Common Lot C-1 are specifically excluded from the definition of the “Parcel.”

Section 14. Person means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Section 15. Plat means the plat of Chapel Hill Meadows, Plat No. 2 hereinabove described in this Declaration. The Plat shall further include any amendments made in accordance with the provisions of this Declaration.

Section 16. Record means to record in the Office of the Recorder of Deeds of Boone County, Missouri, wherein the Property is located.

Section 17. Residence means and refers to a separate, detached house located within the Development that is intended to be used as a dwelling. It is intended that each Lot will contain only one Residence which shall be used solely for single-family residential purposes.

Section 18. Stormwater Covenant means and refers to any covenants, contracts or agreements, with the City, Boone County or any other governmental authority having jurisdiction over the Development which deal with or relate to any Stormwater Facility located within the Development or which deal with or relate to any Stormwater Plan for the Development.

Section 19. Stormwater Facilities shall mean the following if located within the Parcel:

a. Any ponds, lakes, wet or dry stormwater detention, retention, holding, cleaning or treatment impoundments or basins now or hereafter located within the Development;

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- b. Any stormwater receiving or treatment wetlands now or hereafter located within the Development;
- c. All water impoundments now or hereafter located within the Development;
- d. Swales, ditches, drainageways, creeks, streams (wet or intermittent) or other water conveyances or cleansing devices or components located within any Common Area, or, if not located within any Common Area, serves more than one Lot, or which is located within the boundaries of a Lot and which serves another Lot other than the Lot within which it is located;
- e. Any, swale, ditch, drainageway, creek, pond, lake, impoundment or similar feature which is the subject matter of any Stormwater Covenant, now or in the future;
- f. Any Drainage Easements established by any plat which, to the extent not publicly owned or not publicly maintained, shall be a Common Area and Common Element;
- g. Any facility or component described in any Stormwater Covenant, or which implements the provisions of the Stormwater Ordinance or the Stormwater Plan, wherever located,

all of which shall be Common Elements of the Development.

Section 20. Stormwater Ordinance shall mean the stormwater ordinance of the City as it may be amended from time to time.

Section 21. Stormwater Plan shall mean any Stormwater Plan, or Stormwater Runoff Plan or similar plan submitted to any governmental entity pursuant to any ordinance, law, regulation or requirement which requires submission of a plan for management of stormwater.

**ARTICLE II**  
**MEMBERSHIP IN THE ASSOCIATION**

Every Lot Owner, other than the Developer, shall automatically be a Class A Member of the Association, shall be subject to the jurisdiction of the Association, shall be subject to assessments levied by the Association under the following provisions of the Declaration and shall be entitled to all rights and privileges of Class A membership in the Association. The foregoing is not intended to include persons who hold an interest in a Lot merely as security for the performance of an obligation as members of the Association. There shall be one (1) Class A membership in the Association appurtenant to the ownership of any Lot which is subject to assessment by the Association. 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. No Lot Owner shall execute any deed, lease, mortgage or other instrument affecting title to his Lot Ownership without including therein both his interest in the Lot and his corresponding ownership. Any such deed, lease, mortgage or instrument purporting to affect the

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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.

The Developer shall be the sole Class B Member of the Association. The Developer shall become a Class A Member upon and following the termination of Class B memberships as hereinafter provided in the Declaration for each Lot in which they hold the interest required for Class A membership by this Article II. The Developer may assign all or any part of such Developer's rights as the Developer hereunder, and all or part of the Developer's Class B voting rights. However, such assignment shall be made only by warranty deeds, deeds, deeds of trust or specific instruments of assignment, properly recorded, which specifically refer to the rights to be assigned.

### **ARTICLE III** **VOTING RIGHTS**

**Section 1. Membership.** The Association shall have two classes of memberships 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 by Article II of the Declaration. When more than one (1) person holds such an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. There shall be one (1) Class A Membership which attaches to each Lot that is owned by a person other than the Developer and any assignee of the Developer's Rights as the Developer under this Declaration.

b. **Class B.** The Developer shall, at the outset, hold 36 Class B Memberships and Class B votes which represent one Class B membership and one Class B vote allocated to each of Lots 102 through 132, as shown by the Plat, and five (5) additional Class B memberships and votes held by the Developer which are not assigned to or allocated to any Lot.

**Section 2. Decrease in Number of Class B Votes.** When a Lot is conveyed by the Developer to any Person other than the Developer (or an assignee of the Developer's Rights), then the Class B membership attributable to such Lot shall cease and terminate even if the Lot is conveyed to a Builder.

**Section 3. Termination of Class B Votes Attributable to a Lot If Residence on Lot Is Occupied as a Residence.** If a Residence on a Lot owned by the Developer is occupied as a dwelling, then the Class B membership attributable to such Lot shall cease and terminate and a Class A Membership shall immediately attach thereto.

**Section 4. Ultimate Termination of Class B Votes.** In any event, all Class B voting rights and Class B memberships in the Association shall cease and terminate upon the happening of the earliest of the following events to occur:

a. When all Class B memberships as to all then-existing Lots contained within the Parcel and the Development have terminated;

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b. On December 31, 2055;

c. The Developer elects to terminate all remaining Class B Memberships at an earlier date by recording in the real estate records of Boone County, a written instrument which terminates all remaining Class B Memberships.

Section 5. Temporary Non-Exercise of Class B Voting Rights and Class B Memberships. A failure of the Developer to cast the Developer's Class B votes or to exercise any of the Developer's rights as the Developer shall not constitute a waiver of such votes or rights. The Developer may, from time to time, elect not to exercise the Developer's Class B voting rights and Class B memberships in order to allow the Class A Members of the Association to assume the management and control of the Association for one or more probationary periods. The Developer may thereafter reassert control over the Development and the Association by again electing to exercise the Developer's Class B votes and Class Memberships and Class B voting rights. In the absence of a written, recorded expression of intention to permanently relinquish the Developer's Class B memberships and Class B voting rights, no failure by the Developer to cast the Developer's Class B votes or to exercise the Developer's Class B membership shall be deemed to be a relinquishment of the right on the part of the Developer to exercise the Developer's Class B membership rights and Class B voting rights. Further, even if the Developer elects not to cast the Developer's Class B votes or exercise the rights of the Developer's Class B memberships, the Developer shall nevertheless retain all Architectural Control provided for by Article VII of this Declaration, unless such Architectural Control is specifically relinquished in a writing recorded in the Real Estate Records of Boone County, Missouri.

Section 6. Class B Memberships Terminate/Class A Voting Rights Attach. From and after the happening of the earliest of those events specified in Section 4 above, all Class B memberships and Class B voting rights in the Association shall be terminated and the Developer shall be deemed to be a Class A Member, entitled to one (1) vote for each Lot in which it holds an interest required for Class A membership under the terms of Article II of the Declaration.

Section 7. Attachment of Class A Membership. If a Lot is conveyed by the Developer to any Person other than the Developer, then the Class B membership attributable to such Lot shall cease and terminate and a Class A membership shall automatically attach to such Lot.

### **ARTICLE IV** **LOTS**

All Lots shall be legally described by the identifying number pertaining to such Lot, as shown on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Lot by its identifying number as shown on the Plat, and every such description shall be deemed good and sufficient for the purposes. Any description of a Lot shall be deemed to include, convey, transfer and otherwise affect the Owner's corresponding membership in the Association. Ownership of a Lot and of the Owner's corresponding membership in the Association shall not



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be separated. No Lot owned by any person other than the Developer shall, by deed, plat, court decree or otherwise, be subdivided, or in any other manner, separated into tracts, parcels, portions or units smaller than the whole Lot, without prior approval of the party holding Architectural Control under Article VII of this Declaration. However, nothing contained herein shall prevent partition of a Lot as between co-owners, if such right of partition is otherwise available, but such partition shall not be in kind. The provisions of this Article IV to the contrary notwithstanding, the Developer reserves the right to amend the Plat as to Lots owned by the Developer by changing Lot lines of such Lots, subdividing such Lots, moving Lot lines for such Lots, increasing the number of such Lots, reducing the number of such Lots, combining such Lots or otherwise providing for amendments of the Plat as to such Lots. There shall be no restrictions upon the Developer making any such revisions or amendments in the Plat or any plat as to any Lot or land owned by the Developer. Each of the Lots shall be subject to the provisions of this Declaration, and the Lot Owners of each of the Lots shall be subject to all of the terms, covenants, conditions and provisions of this Declaration.

### **ARTICLE V** **THE ASSOCIATION**

Section 1. Formation. The Association shall be formed for the purposes of owning and providing maintenance for Common Areas and Common Elements, acting as an association of the Lot Owners and enforcing any of the provisions of this Declaration which may be enforced by the Association. The Developer shall cause the Association to be formed by incorporating the Association in accordance with the general not-for-profit corporation law of the State of Missouri, upon the conveyance of the first Lot within the Development to a person or persons other than the Developer. Upon the formation of such Association, every Lot Owner then holding or thereafter acquiring an interest in a Lot required for Class A membership under the terms of Article II of this Declaration shall automatically become a Class A Member in the Association.

Section 2. Bylaws. Following incorporation, the Association shall adopt bylaws which are substantially in the form of the Bylaws attached hereto as Exhibit A.

Section 3. Administration. The Development shall be administered by the Association. The Association, in turn, shall be managed by a Board of Directors. The Board of Directors shall have general responsibility to administer the Development, approve the annual budget of the Association, provide for the collection of monthly or other assessments from Lot Owners, arrange and direct (or contract for) the management of the Development, and otherwise handle any matter generally pertaining to enhancing, maintaining or benefitting the Development.

Section 4. Board of Directors. During such time as both Class A and Class B voting rights are in existence, the Board of Directors shall consist of three (3) directors with two (2) members to be elected by the Class B Members of the Association and one (1) member to be elected by the Class A Members of the Association. The members of the Board of Directors elected by the Class B Members need not be Lot Owners and need not own an ownership interest in any Lots. Directors elected by Class A Members must be natural persons and must be a Lot

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Owner. After Class B voting rights have ceased to exist, the Board of Directors shall consist of natural persons who must be Lot Owners. After Class B voting rights have ceased to exist, then the size of the Board of Directors may be varied by the affirmative vote of the Class A Members of the Association but shall be three (3), five (5) or some other odd number as determined by the Class A Members. After Class B voting rights have ceased to exist, all members of the Board of Directors shall be elected by the members of the Association. The Directors shall be elected in the manner, and for the terms, specified by the Bylaws, except as hereinabove provided to the contrary.

Section 5. General Powers and Duties of the Association. The Association, for the benefit of all Lot Owners, shall have the following powers and duties:

- a. Providing for all maintenance, repairs, replacements, servicing and upkeep for the Common Areas and Common Elements;
- b. Establishing reasonable rules and regulations governing the Common Areas and the Common Elements;
- c. Obtaining policies of insurance insuring the Association, and its members, and its Board of Directors against any liability to any persons, including Lot Owners or their invitees or tenants in such limits as the Association's Board of Directors shall, in its sole and absolute discretion, from time to time, determine appropriate. Such insurance shall be payable to the Association in trust for the benefit of the Association and the Lot Owners. The Association may also obtain Worker's Compensation Insurance to the extent necessary to comply with any applicable laws and statutes of the State of Missouri;
- d. When the Association's Board of Directors, in its sole and absolute discretion, deems it advisable to do so, the retaining of the services of such accountants, attorneys, 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;
- e. Providing for the maintaining of all lawns, landscaping and improvements within the Common Areas and Common Elements, and all lawns, trees, shrubs, signs, monuments, berms, lighting, electrical fixtures, irrigation systems, entryway structures and other improvements located within any such easements;
- f. Providing for the payment of taxes and assessments, general and special, levied against or by reason of the Common Areas and Common Elements;
- g. Obtaining, providing and paying for any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance or other items which the Association is required to secure or pay for pursuant to the terms of this Declaration, the Bylaws or by law, or required for the enforcement of any restrictions set forth in the Declaration;
- h. In the discretion of its Board of Directors, providing for the maintenance and repair of any portion of any Lot, any Residence, improvement located on any Lot or of any

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utility line located inside a Lot, if such maintenance or repair is reasonably necessary to protect the Association, the Development, or any part, portion or aspect of the value of the Development and the Owners of said Lot have failed or refused to perform the requested maintenance or repairs within a reasonable time after written notice from the Board;

i. Enforcing those standards for maintenance, repair, replacement and upkeep hereinafter set forth in this Declaration;

j. Enforcing any of the provisions of this Declaration, including the Use Restrictions;

k. Enforcing any provisions dealing with Architectural Control which it is required to enforce in accordance with the following provisions of this Declaration;

l. To take all actions which are required to properly maintain, repair, operate, keep, use and upgrade or modify to the extent necessary, any Stormwater Facility, in order to keep such Stormwater Facility in compliance with any requirements of the City or any other governmental authority having jurisdiction over the Development; and

m. Taking all further actions necessary or incidental to the foregoing powers and duties.

Section 6. Entry onto Lots. The Board of Directors of the Association may, upon reasonable notice, enter any Lot in connection with the Association's exercise of its powers and duties, or for the purpose of performing any inspection, maintenance, repair, construction or reconstruction for which the Association is authorized or empowered to perform. Such entry shall be made with as little inconvenience to the Lot Owners as practicable, and any damage caused thereby shall be repaired by the Association and paid for from the Maintenance Fund as hereinafter established.

Section 7. Limitation Upon Power of Association and Board of Directors. The powers of the Association and its Board of Directors as hereinabove 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 having a total cost in excess of Twenty Thousand Dollars (\$20,000.00) without the approval of a majority of the Class A Members and a majority of the Class B Members. The provisions of this Section 7 notwithstanding, however, the Association and its Board of Directors shall be authorized and required to expend from the Maintenance Fund any funds required to maintain, repair, replace, improve or upgrade any Stormwater Facility in order to keep same in compliance with any Stormwater Plan.

Section 8. Rules and Regulations. The Association's Board of Directors may adopt and amend administrative rules and regulations for the use, operation, maintenance, conservation and beautification of the Common Elements and Common Areas, and for the health, comfort, safety and general welfare of the Lot Owners and occupants of Residences located on the Lots, and for the general appearance of the Development.

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Section 9. Active Business. Nothing contained herein shall be construed to give the Association or its Board of Directors authority to conduct an active business for profit on behalf of the Lot Owners.

ARTICLE VI
MAINTENANCE FUND - ASSESSMENTS

The Developer hereby covenants, and each Owner of each Lot is deemed to covenant and agree to contribute and pay assessments in accordance with the provisions of this Article VI.

Section 1. Creation of a Lien and Personal Obligation for Assessments. The Developer hereby agrees, and each Owner of each Lot within the Development by acceptance of a deed therefor, whether or not it shall be so expressed in any deed, or other conveyance, shall be deemed to covenant and agree to pay to the Association the Initial Assessment, Annual Assessment and all Special Assessments and all other charges hereinafter described in this Article VI. All such assessments shall be fixed, established and collected as provided in this Declaration. All such assessments, sums and charges, together with interest thereon and costs of collection thereof, shall be a charge on the Lots, and each of the Lots, and shall be a continuing lien upon the Lot and each of the Lots 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 Owners of the Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. 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.

Section 3. Maintenance Fund. The Annual Assessments and all other special assessments and charges established and collected under the terms of this Article shall constitute a fund to be known as the "Maintenance Fund".

Section 4. Initial Assessment. At the outset, there shall be an Initial Assessment in the amount of One Hundred and 00/100 Dollars (\$100.00) per Lot. The Initial Assessment shall be a single, one-time assessment due and payable from each person purchasing a Lot from the Developer. The Initial Assessment as to each Lot shall be payable in one lump sum and shall be due at the closing of the first sale of such Lot.

Section 5. Annual Assessment. Upon the closing of the sale of each Lot from the Developer to a Builder or any other person or entity, such Lot shall become subject to Annual Assessments. The Annual Assessment shall be Two Hundred and 00/100 Dollars (\$200.00) per Lot per year unless the Board of Directors of the Association has elected to increase or decrease the amount of the Annual Assessment in the manner set forth in this Declaration. Lots owned by the Developer shall not be subject to Annual Assessments until such time as a Residence is located on such Lot and is occupied as a residence. The Annual Assessment shall be prorated for the first year in which a Lot becomes subject to Annual Assessments and shall be due and payable in one lump sum at the closing of the sale of such Lot. Thereafter, Annual Assessments shall be due and payable on January 1st of each calendar year in one lump sum.

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Section 6. Contingencies and Shortages. The Board of Directors shall build up and maintain such reasonable reserves for contingencies and replacements as the Board of Directors, in its sole and absolute discretion, shall from time to time deem appropriate. Extraordinary expenditures and replacements which may become necessary during the year shall be charged first against such reserve. If the balance of the Maintenance Fund is insufficient to pay for the expenditures, repairs and replacements which the Association is obligated to perform, then the sum of the deficiency shall be shared equally by the Owners of all Lots within the Development which are then subject to Annual Assessments.

Section 7. Changing Annual Assessment. After the termination of all Class B Memberships, the Board of Directors shall meet annually on or before November 1<sup>st</sup> of each calendar year to establish the Annual Assessments for the following calendar year. The Annual Assessments must be assessed on an equal, "per lot" basis. In the event the Board of Directors fails to set an Annual Assessment for any calendar year, then the Annual Assessment for all Lots subject to assessment for such year shall be the amount of the Annual Assessments in effect for the prior calendar year.

Section 8. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy a special assessment against all Lots, in an amount determined by the Board for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or unexpected repair or replacement of a capital improvement upon the Common Area or Common Element, or otherwise determined to be for the mutual or common benefit of all Lot Owners or the Development.

Section 9. Special Lot Assessment. If a Lot Owner fails to perform any maintenance, repair or replacement obligations imposed upon such Lot Owner by this Declaration, then the Board of Directors shall be authorized to cause the maintenance, repair or replacement to be performed (including, but not limited to, mowing, irrigation, trimming, weed control, landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, repair or replacement); provided, however, that the Board of Directors shall provide the Lot Owner with fifteen (15) days written notice prior to causing such work to be performed. In the event the Board of Directors causes such work to be performed, the costs of such work shall be charged to the Lot Owner and such cost shall become a Special Lot Assessment against such Lot. The Special Lot Assessment shall be due and owing by the Lot Owner in time to permit timely payment of the costs of the work. Special Lot Assessments shall be added to and become a part of the assessments to which the Lot is subject, shall constitute a lien upon the Lot and shall be enforceable in that manner provided for in this Article VI. Each Lot Owner hereby agrees that such Lot Owner totally, completely and unconditionally releases, discharges and exonerates the Association, its Board of Directors and its officers, employees, contractors and designees, from any and all claims which arise out or which relate to actions taken by them pursuant to this Section 9, provided only that the Association, its officers, Board of Directors, employees or designees or contractors do not act in an arbitrary or capricious manner. Each Lot Owner specifically agrees that the maintenance of each Lot and of the Residences thereon are of the essence in preserving the value of the Lots, the Residences thereon, and the proper use and enjoyment by all Lot Owners of their respective Lots and Residences.

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Section 10. Special Assessment for Replacement or Non-Periodic Maintenance. In the event it becomes necessary to repair or replace any Common Element and if the Maintenance Fund balance is insufficient to cover the costs of such repair or replacement, then the costs of such repair or replacement shall be apportioned equally among all of the Lots then subject to Annual Assessments as a Special Assessment as to each such Lot. Each such Lot Owner shall pay the Association the Special Assessment upon receipt of written notice from the Board of Directors. The Board of Directors shall use the Special Assessment to pay the costs of such repair or replacement.

Section 11. Uniform Rate of Assessment. The Assessments must be fixed at a uniform rate for all Lots which are subject to the specific Assessments, with the exception of those "Special Lot Assessments" described in paragraph 9 above.

Section 12. Alteration of Number of Lots. The Developer reserves the right to amend the Plat by changing the number of Lots, by subdividing Lots, and by changing the boundary lines of Lots. Any Lots owned by the Association shall be considered a Common Area or a Common Element and shall not be subject to any assessment.

Section 13. Enforcement of Assessments. All Assessments shall be delinquent if not paid when due. Each delinquent payment shall immediately be subject to a daily "Late Payment Charge" of Five Dollars (\$5.00), for the first (1st) day and each subsequent day the sum remains unpaid until the earliest to occur of the sixtieth (60th) day after the sum of the Assessment became payable or the date when the sum is paid, as the case may be. Such Late Payment Charge shall become a part of the Assessment which is unpaid and shall be considered to be an Assessment for all purposes under this Article. The Assessment and Late Payment Charge must be paid by the Lot Owner of the applicable Lot. If any sum of any Assessment, together with applicable Late Charges, if any, shall remain unpaid for sixty (60) days of the date when due, then the sum of the Assessment plus the sum of the Late Charges shall bear interest at the rate of nine percent (9%) per annum beginning with the sixty-first (61<sup>st</sup>) day following the original due date and ending when paid in full.

a. All Assessments, accrued interest and all costs of collection incurred by the Association in seeking to enforce payment of an Assessment and/or in seeking to foreclose upon or to enforce the lien for such Assessment (including, but not limited to, attorney's fees) shall be due and payable by the Lot Owner to the Association, and the Association may collect such Assessments (and all subsequent Assessments). All costs of collection of Assessments, including reasonable attorneys' fees, shall be added to and shall constitute a part of such Assessments and shall be chargeable and collectable as a part of the Assessments.

b. The Board of Directors may enforce Assessments as follows:

i. All Assessments provided for by this Declaration shall constitute the personal obligations of the Lot Owners who own those Lots which are charged with said Assessment. If more than one person owns a Lot, then such obligation shall be the joint and several obligation of all such persons who own said Lot. In addition, such Assessment shall

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constitute a lien against a Lot Owners' Lot and all improvements located thereon, including any Residence, if not paid in a timely manner.

ii. The Association may collect said Assessment by initiating a lawsuit against the Lot Owner(s). Alternatively, or in addition, the Association may foreclose its lien against the Lot which is charged with the Assessment lien, and recover as a part of such action all interest, costs, and attorneys' fees of such foreclosure action or such lawsuit, or both.

c. The lien to secure the payment of an Assessment shall be in favor of the Association and the Board of Directors shall have the discretion as to whether or not to enforce such lien and the manner of enforcement.

d. Any lien against a Lot may be foreclosed in the same manner as a mortgage or deed of trust of real property (with full power of sale) as provided in Sections 443.190 through 443.235 of the Revised Statutes of Missouri and any amendatory or successor statutes thereto. If any such foreclosure does not result in full payment of the Assessment, then the Lot Owner shall remain obligated for the deficiency, together with interest thereon as described above and costs of collection thereof, including attorneys' fees. Each Lot Owner, by acceptance of a deed for such Lot Owner's Lot, agrees that the lien against a Lot shall constitute a lien that may be foreclosed in the manner hereinabove described and agrees that any such lien shall be treated as a special lien on the Lot Owner's Lot identical to the lien of a deed of trust upon real property (with full power of sale). Any member of the Board of Directors of the Association or any Managing Agent of the Association may act as if he or she is the "trustee" under a deed of trust, foreclosing the lien in the manner hereinabove described in this subsection. The lien, therefore, may be foreclosed in the same manner as is provided for by the above referenced sections of the Missouri Statutes for foreclosure upon a deed of trust upon real property, with full power of sale, with each Lot Owner granting to the Association, each member of its Board of Directors, its officers and its Managing Agents, as trustee, a lien comparable to (identical to) a deed of trust lien upon real property, with the lien to be foreclosed in such manner.

e. The Association may elect to bring suit against the Lot Owner(s) for the collection of such unpaid Assessment without waiving or affecting the Association's right to assert said lien against the Lot and without affecting the priority, status, or enforceability of said lien.

f. The Association shall not be deemed to have waived any right to collect an Assessment by proceeding in a particular manner, i.e., the election by the Association to collect an unpaid Assessment by foreclosing on the Assessment lien which attaches to a Lot shall not preclude the Association from thereafter filing suit to enforce said lien, or vice versa.

Section 14. Notice and Priority of Lien in Favor of Association. The lien which secures payment of an unpaid Assessment or Assessments described in this Declaration shall have such priority as is accorded to the lien based on the date when the Association records notice of its lien in the office of the Recorder of Deeds of Boone County, Missouri. The lien in favor of the Association shall be inferior to any mortgage or deed of trust placed of record against a Lot prior to the date of recordation of such lien notice in the office of the Recorder of

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Deeds of Boone County. An Assessment lien shall be superior to the lien of any mortgage or deed of trust filed of record against any Lot subsequent to the date of the recordation of notice of such Assessment lien by the Association. The lien in favor of the Association shall arise and constitute a lien against a Lot from and after the date of such recordation. The Association may record such lien notice in the office of the Recorder of Deeds of Boone County, Missouri any time after the date when an Assessment becomes delinquent. No prior written notice to an Owner shall be required to be given by the Association before the recordation of such notice in the office of the Recorder of Deeds of Boone County, Missouri.

Section 15. Release of Assessment Liens. The Association shall release each lien for unpaid Assessments when the unpaid Assessment is paid by recording a release of such lien in the real estate records for Boone County, Missouri.

### **ARTICLE VII** **ARCHITECTURAL CONTROL**

Section 1. Development Subject to Architectural Control. No Residence, accessory building or any other structure or improvement of any kind whatsoever shall be constructed, modified, remodeled, renovated or replaced on or within any Lot unless and until Plans and Specifications for such improvement have been submitted, reviewed and approved in accordance with the provisions of this Article.

Section 2. Plans and Specifications Required. If a Builder or Lot Owner other than the Developer desires to construct, modify, remodel or replace any Residence, ancillary building or structure or any other improvement, then such Lot Owner or Builder shall submit two (2) copies of "Plans and Specifications" for the proposed construction. The Plans and Specifications shall show and describe the following: 1) the nature of the improvement; 2) the dimensions of the improvement, including, but not limited to, the height and footprint of the improvement; 3) a site plan showing the location of the proposed improvement on the Lot; 4) a depiction of the improvement which shows the kind, color and shape of all exterior building materials; 5) the roof color and the roof materials; 6) for a Residence, the front, side and rear elevations of any Residence; 7) the floor plan of any Residence; 8) the location and type of paving materials for all driveways; and 9) all other information as may be reasonably required by the party with Architectural Control. The requirement to provide Plans and Specifications shall apply to **all** structures and improvements to be located on a Lot, including, but not limited to, the proposed Residence, any shed, deck, gazebo, greenhouse, doghouse, shelter, outbuilding, fence, patio, retaining wall, privacy fence or screen, court, pool, swing set, treehouse, swing set and playhouse.

Section 3. Architectural Control Vested in Developer. So long as Class B Memberships are in existence and the Developer owns a Lot in the Development, then all Architectural Control shall be vested in the Developer. During such time as Developer holds Architectural Control, Builders and Lot Owners shall submit Plans and Specifications to the Developer. Upon receipt of a complete set of Plans and Specifications, the Developer shall have thirty (30) days to review the Plans and Specifications. The Developer may approve, reject or request modifications to Plans and Specifications as Developer, in its sole and absolute discretion



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deems appropriate. The Developer's rights to approve plans and specifications shall be absolute. No requirement that the Developer be reasonable in approving, or in refusing to approve, plans or specifications shall be deemed to be expressed or implied. Any approval of the Developer of Plans and Specifications must be in writing. If the Developer has failed to respond within thirty (30) days of receipt of a complete set of Plans and Specifications, the Plans and Specifications shall be deemed rejected.

The Developer shall have the right to reject Plans and Specifications, which the Developer, in its sole and absolute discretion, finds to be unattractive, not of high quality, incompatible with existing or planned Residences or incompatible or inconsistent with the theme or general character of the Development.

The Developer's determinations shall be binding and absolute. The Developer shall be and is hereby excused from any liability or responsibility to anyone for any determinations made by the Developer with respect to approval or rejection of any plans, drawings or specifications submitted for approval. All rights exercised by the Developer pursuant to this Article, are exercised for the Developer's benefit alone. If the Developer approves Plans and Specifications, then the Developer shall have no liability or responsibility of any kind or nature whatsoever to the Owners of any other Lots with respect to the approved Plans and Specifications.

Section 4. Architectural Control Vested in the Architectural Review Committee. Upon the termination of all Class B Memberships, the Developer's Architectural Control powers shall be deemed to terminate and thereafter Architectural Control shall vest in the Association's Architectural Review Committee. The Board of Directors shall appoint two members of the Board to serve as the Architectural Review Committee. After the termination of Developer's Architectural Control, any Owner desiring to construct, alter, replace any Residence, accessory building, fence, wall, enclosure, post, pole or other structure or driveway, sidewalk, walkway, or any other improvement shall submit two copies of Plans and Specifications to the Architectural Review Committee. In the event the Architectural Review Committee fails to approve or disapprove such design and location within thirty (30) days after submission of the Plans and Specifications, the Plans and Specifications shall be deemed approved. All Architectural Control decisions made by the Architectural Review Committee must be sound and reasonable and must not be arbitrary or capricious. If the Committee rejects Plans or Specifications, the Committee must have reasonable grounds for such rejection.

Section 5. Developer/Architectural Review Committee to Keep Copies. The Developer or the Architectural Review Committee shall be entitled to retain one (1) complete copy of the Plans and Specifications following approval so as to enable the Developer or the Architectural Review Committee to monitor compliance with Plans and Specifications.

Section 6. Manner of Submitting Plans and Specifications. The Builder, Lot Owner or other person who seeks approval of Plans and Specifications pursuant to these Architectural Control Provisions shall have the burden of proof to prove that two copies of the Plans and Specifications were submitted to the Developer or the Architectural Review Committee, as the case may be. Such proof shall consist of a written receipt or written confirmation of receipt from the Developer or a member of the Architectural Review Committee.

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Section 7. Architectural Standards: So long as this Declaration is in full force and effect, the following minimum standards and architectural control standards and landscaping requirements and standards must be complied with and shall be in full force and effect:

a. Setbacks/Side Yards/Variation of Setbacks. No Residence shall encroach upon any building setback line established by the Plat.

b. Minimum Size Requirements. The following minimum size requirements shall apply to each Residence on each Lot:

*i. Lots 102 through Lot 120:*

1. Each ranch style, one-story dwelling constructed within Lots 102 through 120 shall have a minimum enclosed, finished floor area of 1,600 square feet at or above grade.
2. Each one and one-half or two-story dwelling constructed within Lots 102 through 120 shall have a minimum enclosed, finished floor area of 1,800 square feet at or above grade.
3. Each split-level dwelling constructed within Lots 102 through 120 shall have a minimum enclosed, finished floor area of 1,900 square feet at or above grade.

*ii. Lots 121 through 132*

1. Each ranch style, one-story dwelling constructed within Lots 121 through 132 shall have a minimum enclosed, finished floor area of 1,800 square feet at or above grade.
2. Each one and one-half or two-story dwelling constructed within Lots 121 through 132 shall have a minimum enclosed, finished floor area of 2,000 square feet at or above grade.
3. Each split-level dwelling constructed within Lots 121 through 132 shall have a minimum enclosed, finished floor area of 2,100 square feet at or above grade.

All required minimum square footage areas shall be deemed to mean and to refer to enclosed finished floor space within a Residence, as determined from the outside measurements of the Residence. However, such outside measurements shall not include any garages, carports, porches (whether or not enclosed), screened in porches, sun porches, patios, attics, decks (whether or not enclosed) or finished or unfinished space or any space within any basement, cellar or walkout basement space.

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c. Two Car Garages. Each Lot must contain at least a two (2) car garage which will accommodate at least two passenger vehicles. Such garage must be attached to the Residence.

d. Roof Pitch. All Residences must have a pitched roof at an 8:12 pitch, unless the Developer, in its sole and absolute discretion, deems an alternative pitch to be appropriate and consistent with the architectural style and theme of the proposed Residence.

e. Roof Materials. The shingle colors for roof shingles must be submitted as part of the Plans and Specifications. Shingle color shall be charcoal or weathered wood unless otherwise approved the party with Architectural Control. No red, green, white or other colored roof may be installed without prior approval. The shingles must be architectural grade shingles.

f. Plumbing Penetrations. Plumbing stacks shall only be permitted to exit the roof at or near the rear of the Residence for purposes of making the plumbing less visible from the street.

g. Exterior Finish Materials and Exterior Finish Items. Each Residence on each of the Lots must be constructed with exterior finish materials, items and components (including exterior finishes, exterior walls and roofs, gutters, downspouts, windows, doors, shutters and all other exterior components) which are approved, in advance, by the party with Architectural Control. In each instance, the proposed exterior materials and finish items shall be consistent with the architectural theme and style of the proposed Residence. However, vinyl siding shall be strictly prohibited. The front elevation of each Residence must consist of brick, stone, stucco or a front porch.

h. Hard Surfaced Driveways. The Plans and Specifications submitted to the Developer must show the locations of all drives, driveways, walkways and parking areas, and must show the material with which the driveways and walkways will be surfaced. The surface materials of driveways and walkways shall be subject to Architectural Control as set forth in this Article VII.

SECTION 8. Pools, Trampolines and Accessory Improvements. All pools, retaining walls and other accessory improvements, such as decks, walkways and patios are subject to Architectural Control and Plans and Specifications must be submitted to the party with Architectural Control as to location, size, compatibility with adjoining properties and harmony with the Development before construction. **ABOVE-GROUND SWIMMING POOLS OF ANY KIND AND TRAMPOLINES OF ANY KIND ARE HEREBY EXPRESSLY PROHIBITED.** No above-ground swimming pool or trampoline shall be placed on any Lot, whether permanent or temporary in nature.

SECTION 9. Fences. Fences are prohibited unless approved in advance by the party with Architectural Control. If a fence is to be approved, the standards set forth in this section shall apply. No fence shall be permitted in the front yard of any Lot. Further, wooden fences, vinyl fences, woven wire fence, chain link fences and wire fences are prohibited. If a fence is approved, fences must be four feet (4') in height and must consist of high quality black aluminum fence materials. The party with Architectural Control may, at its sole and absolute

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discretion, approve wooden privacy fences if installed in connection with an in-ground pool, hot tub or patio.

No other fence, pen, pet enclosure, dog pen, dog run or similar improvement may be placed within the Development without the prior approval of the party with Architectural Control.

Section 10. Accessory Buildings and Other Improvements. Accessory structures and improvements shall only be permitted with the approval of the party with Architectural Control after submission of Plans and Specifications with respect to the structure or improvement. Otherwise, all additional and/or accessory structures or improvements of any kind or nature whatsoever including, but not limited to, dog houses, dog shelters, pet houses or pet shelters of any kind, exterior storage sheds, additional driveways, walkways, parking areas, garages, sheds or storage areas whether temporary or permanent in character, ponds, swimming pools, outdoor hot tubs, wading pools, walls, fences or similar structures, monuments, exterior decorative structures, statues, sheds, posts, poles, barns, playgrounds, playhouses, swing sets, treeshouses, tennis courts or similar items of any kind or nature whatsoever, temporary or permanent in nature, are prohibited.

Section 11. Signs. All signs and advertisements of any nature are prohibited except that traditional "for sale" signs may be temporarily located in the front yard of a Lot to indicate that a Residence is for sale. No "For Rent" signs are permitted. Political signs are permitted, subject to the following terms and restrictions: a) Signs shall be permitted only for a period beginning four (4) weeks prior to the election, and ending at the conclusion of forty-eight (48) hours following the conclusion of the election; b) No more than two (2) such signs shall be permitted on each Lot; c) No sign greater than six (6) square feet shall be permitted on any Lot; d) No such sign shall be illuminated; e) No pennants endorsing or opposing a political or ballot issue shall be permitted; and f) no sign shall be obscene, profane or include graphics or language of an offensive character. No political sign may include any attachments. Further, no sign shall be allowed if such sign would otherwise be prohibited by City ordinance or applicable law.

Section 12. Flag Poles, Pennants and Flags. Reasonable flag poles shall be permitted, with the prior consent of the party then holding Architectural Control under this Article VII. Generally, flags other than United States flags or state flags shall not be permitted. Illumination of flags must receive prior approval of the party then holding Architectural Control.

Section 13. Additions and Modifications. No exterior addition, change or alteration shall be made on any Residence, driveway, walkway, fence, wall or other structure until the Plans and Specifications showing the nature, kind, shape, height, color, materials, type and location of such modification or addition have been submitted and approved in writing. Any exterior addition or change (including, but not limited to changes in building materials, roofing materials, surface materials, finish materials, other exterior materials or exterior colors) shall be subject to all of the Architectural Control Provisions appearing in this Article VII.

Section 14. Exterior Wiring, Antennas or Installation of Satellite Receiver Dishes or Similar Improvements. No antennas, satellite dishes or similar improvements or equipment of

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any kind or nature whatsoever shall be located in any yard on any Lot. Satellite dishes and antennas may only be located on the roofs of Residences in a location which is not visible from any adjacent Residence, public street or driveway, except as may be erected by the Developer or as shall be approved in advance in accordance with the above architectural control provisions of this Article VII. No air conditioning, heat pumps or other types of installation shall be installed or permitted which appear on the exterior of any Residence or which protrude through the walls, roof or window area of any Residence on any Lot, or which are located on any Lot, except as may be installed by the Developer or the Builder in the original construction or as may be subsequently approved in accordance with the architectural control provisions set forth in Article VII of this Declaration.

Preemption by Federal Regulations and Federal Law. It is understood that federal regulations of the Federal Communications Commission, and other federal law, to some extent, have preempted and may hereafter preempt the rights of Associations to approve or disapprove of certain satellite receiving dishes, or broadcast receiver dishes, or television receiving dishes. The intention is that the Developer, the Association's Board of Directors, or its Architectural Control Committee, shall have and retain all authority under this Article VII (to the maximum extent lawfully permitted) which is permitted by applicable federal law and regulation, but that such authority shall automatically be modified to conform with federal law or regulation, or any other applicable law or regulation. To the extent that the party holding Architectural Control may control the type, location, or placement of satellite receiver dishes, television receiver dishes or antennas, or antennas designed to receive a direct broadcast satellite signal or service ("DBS"), the party holding Architectural Control shall have the right and authority, reasonably (and acting in good faith) to specify the locations for, and the types of, and the color of and screening for, such satellite receiver dishes or antennas. All satellite dishes and antennas, whether broadcast or receiving, other than those which are governed by rules of the Federal Communications Commission or any similar Governmental Authority, shall be subject to all of the Architectural Control provisions of this Article VII. All DBS dishes and antennas, and other satellite dishes, which are governed by rules and regulations of the FCC or any other Governmental Authority, shall be subject to such reasonable restrictions as the party holding the Architectural Control powers under this Article VII may lawfully impose, in accordance with applicable FCC regulations or other applicable law.

Unless applicable law prevents such restriction, the location of any satellite dishes or receivers, including DBS dishes or receivers, must be approved, in advance of installation, by the party with Architectural Control hereunder.

Section 15. Sodding and Landscaping Requirements. In addition, as a part of the Plans and Specifications, the Builder or Lot Owner must provide to the party with Architectural Control a landscaping plan for the Lot on which a Residence is proposed. All Lots must be landscaped in accordance with the following provisions of this Section 15; provided, however, that the Developer may impose additional or differing landscaping requirements and landscaping plan requirements, including those which are more extensive or restrictive than the ones set forth as follows:

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a. Sodding. The front yard, rear yard and side yard of each Lot must be sodded. All sodding must be successful and must produce an attractive and substantial stand of grass. If sodding is unsuccessful then the sodding must be redone until a substantial stand of grass is obtained. Reasonable steps shall be taken in order to prevent erosion.

b. Irrigation. An irrigation system must be installed and used regularly for the front yard, side yard and rear yard of each Lot. Notwithstanding the foregoing, the Developer may elect, in its sole and absolute discretion, to waive the irrigation requirement with respect to portions of any Lot which are forested or which consist of a significant number of trees such that an irrigation system would be impracticable.

c. Trees and Shrubs. Each Lot Owner shall also be responsible for installing two shade or ornamental trees which shall have a minimum caliper size of at least three inches (3") in the front yard of such Lot between the sidewalk and the curb. Upon the party with Architectural Control's approval, one of the foregoing trees may be located between the sidewalk and the front elevation of the Residence in limited circumstances. In addition, each Lot shall include a planting bed immediately adjacent to the front elevation of each Residence which includes at least four (4) three-gallon shrubs.

The sodding and landscaping requirements must be completed within no more than thirty (30) days after the completion of the Residence on a Lot; provided that if a Residence is first occupied between November 15 of a year and March 1 of the following year, then the sodding shall be completed no later than May 1 of such following year.

In the event the landscaping or sodding is not installed in accordance with the provisions of this section 15, the landscaping or sodding may be installed by the Developer or the Architectural Review Committee, whoever holds the Architectural Control powers under this Article VII. If the sodding and landscaping is installed, repaired or remedied by the Developer or the Association's Architectural Review Committee, then the Lot Owner shall be obligated to reimburse the party who installed such items for all installation expenses, plus an additional twenty percent (20%) of such costs and expenses as a fee for such installation and all such sums shall bear interest at the rate of eighteen percent (18%) per annum.

d. Lawns and Landscaping Must be Maintained. All lawns and landscaping which are required pursuant to this Section must be maintained in a good, living, attractive condition. Lawns and landscaping must be kept properly mowed and weed free.

Section 16. Sewers. Each Residence located on a Lot must be connected to the public sewer line/sewer main which serves the Lot, in order that wastewater disposal services will be provided by the public entity which then provides public sewer service and wastewater treatment services for the Development. Septic tanks and individual wastewater treatment systems shall be prohibited. Use of the public sewer system is required.

Section 17. Mailboxes. The location of all mailboxes shall be determined by the U.S. Postal Service. All Lots within the Parcel are required to have a mailbox and post, which is approved, in advance, by the party with Architectural Control.

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Section 18. Basketball Goals. Permanently installed basketball goals must be approved prior to installation by the party with Architectural Control. Basketball goals shall not be installed or kept within a street right-of-way or attached to a Residence.

Section 19. Garages May Not Be Converted to Living Space or Storage Space. Garages may not be converted to or used as habitable space for pets or humans. Garages must be used for the primary purpose of parking and storage of automobiles.

Section 20. Construction of Sidewalks. Each Lot Owner who purchases or acquires a Lot from the Developer shall be required to construct any sidewalks that are required, if any, by the City of Columbia to be placed on such Lot for each street frontage (front yard, side yard or rear yard) of such Lot. Such sidewalks must be constructed in accordance with all performance contracts and laws, rules, regulations and ordinances which apply to the Lot. Each Lot Owner, therefore, upon acceptance of conveyance of a Lot to the Lot Owner by the Developer shall be deemed to have agreed to assume, pay and perform, all of the Developer's duties and obligations under all performance contracts and laws, ordinances, rules and regulations which apply to such Lot and such Lot Owner shall indemnify, defend, save and hold harmless the Developer of and from, any and all, and each and every, suit, action, cause of action, demand, loss, expense or liability arising out of the Lot Owner's failure to construct any sidewalk required to be placed within the Lot Owner's Lot, even if the Lot Owner does not build a Residence on such Lot, as the requirements for such sidewalk are described in any plat, any performance contract or law, ordinance, rule or regulation which applies to such Lot.

### **ARTICLE VIII** **MAINTENANCE**

Section 1. General Maintenance by Association. The Association shall provide for all maintenance, repairs, replacements, servicing, upkeep and insurance for any Common Areas and Common Elements. The Association shall pay all taxes upon the Common Areas and Common Elements, and shall provide adequate liability insurance, and fire and casualty insurance, for the Common Areas and Common Elements.

Section 2. Maintenance and Repair by Lot Owners. Each Lot Owner shall maintain his Lot, the Residence, all improvements located on the Lot and the Lot's lawn so as to keep the them in a good, clean, neat, safe, attractive and well maintained condition and appearance. Such items shall be free from weeds, pest infestations and all junk, trash and debris, and free and clear of all dead or dying lawns, trees or vegetation, and any conditions which would reasonably be deemed to be unsightly or to evidence poor maintenance or lack of maintenance, repair or upkeep.

Section 3. Standards of Maintenance, Repair and Replacement. The Association shall maintain Common Areas and Common Elements, and each Lot Owner shall maintain, repair and replace his Lot, and all portions thereof, and all Residences and improvements located thereon, so as to maintain such items in a clean, safe, neat and attractive condition. It is the intention that the Development be maintained as a Development of the highest order and that

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high standards of cleanliness, safety, neatness, beauty, attractiveness and aesthetics be maintained. The Developer further intends that the Development be free of any conditions of unsightliness, including, but not limited to: chipped, flaking or discolored paint; weeds; dead or dying lawns, trees, shrubs, vegetation or the like; lawns which are not properly mowed, weeded, treated for weeds, trimmed, edged, irrigated or fertilized; discolored roofs or roofs requiring patching, replacement, repair or maintenance; loose, rusted or discolored gutters or downspouts; walkways, driveways, sidewalks or parking areas requiring patching or resurfacing; brick surfaces in need of cleaning or tuckpointing; or other conditions of any kind or nature whatsoever which would reasonably be construed as not in keeping with reasonable standards of cleanliness, safety, neatness, beauty, attractiveness or aesthetics. The Association's Board of Directors may establish reasonable minimum standards for the maintenance, repair and replacement of Residences, lawns, landscaping and other improvements located within Lots, in order that uniform standards for the maintenance, repair, replacement, servicing and upkeep be kept and maintained throughout the Development.

Section 4. Special Assessment. In the event any Lot Owner fails to perform any repair, replacement or maintenance specifically imposed upon such Owner by this Declaration and the Association's Board of Directors, in its reasonable discretion determines that the conditions require maintenance, repair, replacement or servicing then the Board of Directors shall have the right (but not the obligation) to enter the Lot to perform such maintenance, repair, replacement or service. Such entry shall be made only after reasonable notice, although no notice shall be required in the event of an emergency. The costs of maintenance, repair, replacement or servicing shall constitute a Special Lot assessment, as defined above.

Section 5. Repeated Violations. If a Lot Owner violates any of the standards of maintenance, repair or replacement established for such Lot Owner's Lot by this Declaration on two (2) or more occasions, then, in addition to other remedies under this Declaration, the Association's Board of Directors may, in the name of and on behalf of the Lot Owner, enter into a contract with a maintenance company, mowing company, lawn care company or similar company or contractor to perform the necessary maintenance, repairs or servicing within the Lot Owner's Lot, and may cause the cost of such work to be charged to the Lot Owner and to become a Special Lot Assessment, as defined above.

Section 6. Maintenance of Stormwater Facilities. The Association shall keep, maintain, repair, replace, improve, operate, and, if necessary, alter and enhance each Stormwater Facility, whether located within any Common Area or within any Lot, as required to cause such Stormwater Facility to at all times perform its intended functions and so as to be in compliance with the Stormwater Ordinance and/or any Stormwater Covenant and/or the Stormwater Plan.

### **ARTICLE IX** **GRANTS AND RESERVATIONS OF EASEMENTS**

Section 1. Easements for Repair, Maintenance and Restoration. The Association, its directors, employees and agents, shall have a right of access and an easement to, over and through all of the Development, including each Lot, for ingress and egress and all other purposes which enable the Association to perform its obligations, rights and duties with respect to



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maintenance, repair, restoration and/or servicing under this Declaration. Each Lot Owner agrees that the Association shall have a perpetual, unconditional easement for the purpose of repair, maintenance and restoration and shall have the right to impose Special Lot Assessments as described in Article VI.

Section 2. Other Easements. All other easements shown on the Plat shall exist as shown by the Plat.

Section 3. Easements Over Lots to Stormwater Facilities. The Association shall have an access easement over each Lot which contains or adjoins a Stormwater Facility to which access is reasonably required in order to access any Stormwater Facility so that the Association may perform its duties and obligations as to the Stormwater Facility.

### **ARTICLE X** **COMMON AREAS**

Section 1. Title to Common Areas. The title to the Common Areas may be retained by the Developer until completion of the Development. Thereafter, title to such Common Areas and Common Elements shall be conveyed to the Association and the Association shall maintain such items from the Maintenance Fund. The Association shall have no discretion to refuse to accept a conveyance of the Common Areas or Common Elements. The Association shall not make acceptance conditional or contingent upon satisfaction of any conditions.

Section 2. Designation of Common Areas. The Developer reserves the right to designate any part of the real estate located within the Development as Common Area.

Section 3. Lot C-1. As of the date of this Declaration, Christian Fellowship Church of Columbia, Missouri, Inc. ("Christian Fellowship"), is the owner of record of Lot 101 and Common Lot C-1 of Chapel Hill Meadows, Plat No. 2, recorded in Plat Book 54, Page 36 of the Real Estate Records of Boone County, Missouri and such lots are not subject to the covenants, conditions and restrictions of this Declaration. It is the Developer's intention to negotiate with Christian Fellowship and enter into mutually agreeable contracts with Christian Fellowship for the purposes of constructing amenities on Common Lot C-1, such as pedestrian trails and facilities related to the existing lake, and securing access to such amenities for the Lot Owners within the Development. The Developer expressly reserves the right to execute agreements and easements for the use of, and/or access to, any amenities located on Common Lot C-1 on such terms and conditions as the Developer determines, in its sole and absolute discretion, to be appropriate. However, Developer makes no warranties, guaranties or promises that it will be able to secure access to such amenities. Nothing in this section shall be construed as affirmatively requiring the Developer to construct any amenities on Common Lot C-1 or securing access to the lake or any related amenities for the Lot Owners. In the event the Developer does secure access to amenities on Lot C-1, then such amenities shall be considered "Common Elements" of the Association and the Association may pay for maintenance and repair of such amenities out of the Maintenance Fund.

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### ARTICLE XI

#### USE RESTRICTIONS

The Lots, all Residences and all other improvements on a Lot shall be subject to the following "Use Restrictions":

Section 1. One Family Dwelling Purposes. Only one (1), single-family dwelling shall be placed on each Lot. Each Residence shall be used solely as a residence for a single Family. A "Family" shall mean: 1) an individual, a married couple, or registered domestic partnership and the children thereof, and no more than two (2) other persons related directly to the individual, married couple or registered domestic partnership by blood or marriage who occupy the Residence on a not-for-profit, cost-sharing basis; or 2) a group of not more than three (3) persons not related by blood, marriage or registered domestic partnership, who live together by joint agreement and who each occupy the Residence on a nonprofit, cost-sharing basis.

Section 2. No Subdivision. Once a Lot has been sold by the Developer, the Lot shall not be further subdivided without the prior approval of the party with Architectural Control. Notwithstanding the foregoing, nothing contained herein shall prevent the Developer from subdividing or combining its Lots or amending Lot lines for its Lots.

Section 3. Residential Use Only. No Residence shall be used for any purpose other than as a dwelling for a single family. All non-residential uses are expressly prohibited, with the exception of a Home Occupation, as defined in Section 4 below.

Section 4. Home Occupation. Notwithstanding the restrictions in paragraphs 1 and 3 above, a Residence may include a "Home Occupation" as a use incidental to the primary use of the Residence as a single-family dwelling. Home occupation means any occupation or profession carried on by members of the immediate family residing on the Lot, which is subject to the following restrictions of this paragraph 4. No exterior sign or display shall be used in connection with a Home Occupation. Further, no Home Occupation shall involve or employ any person other than a member of the immediate family residing on the premises. No mechanical or electrical equipment shall be used except for that equipment which would ordinarily be found in a single-family dwelling. No traffic shall be generated beyond that which is customarily associated with a single-family dwelling. Home Occupations shall not emit or generate any noise, odor, fumes, dust, vapors or air borne particles. A professional person may use his or her Residence for infrequent consultation, emergency treatment and performance of his profession but shall not use his Residence for regular appointments, consultations or treatments. Home Occupations shall not include barber shops, beauty shops, shoe or hat repair shops, tailoring shops or any type of pick up station or similar personal service. Nothing herein is intended to permit home occupations not otherwise permitted by applicable zoning. Each Home Occupation shall be subject to all applicable zoning regulations. Any Home Occupation not permitted by the City's zoning regulations shall also be prohibited under this Declaration.

Section 5. Non-Residential Use Prohibited. No churches, religious establishments or institutions, places of worship, schools, places of instruction, daycare homes, daycare centers, preschool centers, nursery schools, babysitting or child care operations, child education centers,

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group houses, recovery homes or houses, religious institutions, halfway houses, child development institutions, or similar facilities of any kind, shall be permitted on a Lot. All non-residential uses are expressly prohibited, except for those uses meeting the definition of a Home Occupation.

Section 6. Garage Sales. Unless approved in advance by the Association's Board of Directors, garage and yard sales shall be prohibited. The Board of Directors of the Association shall have the discretion to approve, from time to time, garage sales, yard sales and estate sales. The purpose of the foregoing restriction is to reasonably restrict such sales in order to prohibit a Lot Owner from conducting frequent, periodic sales.

Section 7. Parking. No parking space, yard or driveway within the Development shall be used for the parking of any trailer, truck, boat, camper, mobile home, motor home or commercial vehicle or any vehicle other than operative automobiles, pickup trucks, vans or similar utility vehicles in good, operable condition which are not "commercial vehicles" and which are used as regularly as passenger vehicles. All inoperative vehicles, boats, campers, trailers, commercial vehicles and recreational vehicles must be parked inside a garage or screened from view by a structure, which must be submitted for review and approval pursuant to the Architectural Control provisions of this Declaration. Inoperative automobiles shall not be placed or parked within any uncovered parking space or along any street in the Development.

Section 8. Noxious or Offensive Activities. No illegal, noxious or offensive activity shall be carried on upon any Lot.

Section 9. Debris Free/Clean Construction Site. All Lots shall be kept neat and free of debris and shall be maintained in a sanitary condition. During the process of the construction of a Residence, the Lot shall nevertheless be neat and free of debris. Grass and weeds shall be mowed and each Lot shall, to the extent practicable, be kept in a clean, sightly and safe condition during construction. Trash, dirt, soil, trees, underbrush and similar items shall not be dumped in or placed on any Lot. No Lot Owner may use his or her Lot for the dumping or storage of rock, dirt, debris, soil, building materials or trash, other than in connection with the construction of the Residence that is to be placed on such Lot.

Section 10. Trash Storage and Disposal/Dumping. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash, rubbish, garbage and other waste must be placed in one or more trash cans or containers which are fly tight, rodent proof, nonflammable and reasonably waterproof. Such cans or containers are to be stored in enclosed locations on Lots.

Section 11. House Trailers, Mobile Homes, Modular Homes and Manufactured Homes/Temporary Structures. No trailer, house trailer, mobile home, motor home, R.V. or recreational vehicle, modular home or manufactured home shall be placed, kept or maintained on any Lot or any street within the Development, for any purposes and no motor home, R.V., camper, mobile home, trailer or similar item or any vehicle shall be used for human habitation. No temporary structures shall be permitted.

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Section 12. Livestock, Poultry and Pets. No animals, swine, reptiles, livestock, poultry or pets of any kind shall be raised, bred or kept upon or in any portion of the Development or the Lots, except that dogs, cats and other normal, reasonable household pets may be kept, pursuant to the restrictions of this Section 12. Household pets may not be kept, bred or maintained for any commercial purpose. Household pets must be kept at all times under control and within the boundaries of the Lot on which they are kept. No pets shall be allowed to run loose on any portion of the Development. The Owner of a Lot which has pets shall bear all risks which result from the presence of pets. Accordingly, such Owners shall be absolutely responsible for adherence by the pets to these conditions and absolutely liable for any and all damage done by such pets and due care or absence of negligence shall not constitute a defense. No pets shall be permitted to disturb others by excessive barking, noise or other activities, or unpleasant odors. No pets shall be permitted to, in any manner whatsoever, create a nuisance, or otherwise interfere with the peaceful enjoyment by others of their Lots, or to damage or destroy the property of others, or to injure any persons, animals, or wildlife. Any dogs, cats or other normal household pets shall also be subject to the following provisions:

- a. Only animals which are normal, domesticated pets, such as dogs and cats, are allowed to be kept as pets. No exotic animals or wild animals shall be kept as pets.
- b. No animals known to be vicious or animals which, by virtue of their "breed" might normally or generally be considered by members of the public to be vicious or dangerous shall be kept as pets.
- c. No pets shall be allowed to run loose in the Development other than on the Lot on which the pets are kept.
- d. No pets shall be allowed to disturb others by barking, growling, snarling, baring of teeth, noise or other activities, or by any disagreeable odors or other behavior.
- e. No pets shall be allowed to disturb others in any manner whatsoever, or to damage or harm persons or property in any manner whatsoever.
- f. It is understood that the enjoyment of the Development by all Owners and residents thereof, and the success of this Development, might be jeopardized by violations of these conditions; accordingly, the Directors may by majority vote and after two (2) complaints require that any certain pets be removed from the Development and the Owner of the Lot within which such pet is kept shall have a period of thirty (30) days to comply with such decision of the Directors.
- g. No dog kennels, pet enclosures, pet kennels, pet shelters, above-ground pet fencing or similar improvements shall be permitted within the Development, except as may be approved by the party with Architectural Control.
- h. The Association shall have absolute and unlimited discretion in determining whether a particular pet or breed of pet is considered dangerous or vicious. The Association shall have the right to require any Lot Owner with pets on his or her Lot to provide the

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Association with proof of liability insurance issued to the Lot Owner which insures against, and provides coverage for, claims for injury, death and property damage caused by or related to such pet. The Association shall have the right to require removal of such pet if the Lot Owner fails to provide proof of insurance within ten (10) days of a request from the Association.

Section 13. Toxic Substances. On-site storage of gas, oil, pesticides or related hazardous materials shall be prohibited, unless in quantities which do not exceed ten (10) gallons. All such materials must be stored in properly sealed containers. On-site burial of waste materials or storage of waste on-site for any period exceeding one (1) week is prohibited. No Lot Owner shall dispose of any toxic materials, petroleum or petroleum products by dumping such materials down storm drains or disposing of such materials in any manner which would cause the materials to get into the groundwater or stormwater runoff from any Lot.

Section 14. Open Fires. No open fires shall be permitted on the individual Lots with the exception of outdoor grill-type fires used for the preparation of food and fire pits. The location and type of fire pit must be approved by the party with Architectural Control prior to installation. Other than as permitted by this Section 14, no open fires or fireworks shall be allowed anywhere within the Development.

Notwithstanding the foregoing, the Developer, as well as any Builder, may burn underbrush, trees or similar items as part of normal construction of a Residence, provided that such burning is done in compliance with all applicable rules, regulations and requirements.

Section 15. Automotive Repair. No Lot may be used for automotive or equipment repair, rebuilding or service for hire.

Section 16. Two, Three and Four Wheel Recreational Vehicles. Motorcycles, mopeds, powered scooters, powered tricycles, motor bikes, or two, three or four wheel, motorized recreational vehicles may only be used in the Development for normal transportation. No such vehicles shall be used within the Development or on any Common Area for purposes of recreation. All such vehicles must have a reasonable muffler which provides for quiet operation.

Section 17. Outside Improvements/Decorations. No outside improvement, garden or lawn decoration shall be placed or located within the front or side yard of a Lot except sidewalks, driveways and normal, reasonable landscaping, shrubs, flowers and trees. Vegetable gardens may be planted in the rear yard only and shall not be planted in any front or side yard. No statues, monuments, or lawn ornaments shall be permitted other than temporary, seasonal displays. All temporary, seasonal displays must be removed within sixty (60) days of installation. Wind chimes and all similar decorations which create noise shall be prohibited in all areas of the Development.

Section 18. Exterior Storage. Exterior storage of firewood, boats, canoes, RVs, campers, trailers, tricycles and bicycles, lawn mowers, garden tractors, tractors, lawn maintenance equipment or any equipment of any kind or nature whatsoever is specifically prohibited. Notwithstanding the foregoing, the placement of items such as patio and outdoor living equipment intended for regular use shall be permitted.

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Section 19. Vacant Lots. The owner of each Lot which does not contain any Residence shall be required to keep such Lot in a mowed, clean, neat and debris free condition.

Section 20. Construction Activities. Each Builder who is building a Residence or improvement on any Lot, and the Lot Owner of such Lot, jointly and severally, shall be liable, obligated and responsible to the Association, the Developer, and the Lot Owners of each of the other Lots, and each of them, to comply with the following requirements during construction activities:

- a. The grass on the Lot shall be kept mowed, and shall not be allowed to attain any appreciable height;
- b. The Lot shall be kept in a neat, attractive condition to the extent practicable;
- c. Once construction of a Residence or a structure is commenced, it shall be pursued to completion with reasonable diligence and shall not be abandoned;
- d. Erosion control measures shall be properly implemented, utilized and maintained throughout construction. Each Builder who builds or causes to be built a Residence or any other structure or improvement within the Development, and each Lot Owner of a Lot upon which a Residence is built, shall indemnify, defend, save and hold harmless the Developer of and from any and all, and each and every, suit, action, claim, demand, fine, cost or expense, of any kind or nature whatsoever, arising out of the failure of such Lot Owner or such Lot Owner's Builder, or such Builder, to fully comply with the erosion control measures described in this section or any erosion control measures described in any Stormwater Plan, or any other applicable Code, Ordinance or Requirement of the City.
- e. Compliance with all of the restrictions of this Section shall be of the essence of the duties and obligations of each Lot Owner and Builder;
- f. Builders may park construction trailers, construction trucks or other vehicles within the Development during the process of construction of a Residence on a Lot. However, Builders shall not park trailers, trucks or other vehicles in front of any Lot which contains a completed Residence thereon;
- g. Enforcement. In addition to any rights and remedies provided to the Association, the Developer, or any Lot Owner by this Declaration or by law for the enforcement of any of the Use Restrictions in this Declaration, the Board of Directors of the Association shall, in the event of a violation of any of the Use Restrictions established by this Declaration, have each and all of the following additional rights, powers and authorities:
  - i. To deny to any Lots or any Owners which are in violation of the Use Restrictions maintenance or other services which the Association might otherwise be required to provide;

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ii. To impose upon the Lot (and the Owners thereof), being used in violation of any of the Use Restrictions, a Special Assessment 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 Fifty Dollars (\$350.00) per month during the continuance of the violation;

iii. To deny to the applicable Lot, and the Owners, occupants, guests and invitees thereof, access to any Common Areas or Common Elements;

iv. To enter upon the Lot, abate the violation or remove it, and charge the cost of such abatement to the Lot and the Lot Owner as a Special Lot Assessment under Article VI; and

v. To seek injunctive and equitable relief enjoining the violation of the Use Restrictions without the need for posting a bond.

vi. No Waiver Other Than by Express, Written Waiver. Any provisions or purported provisions of law to the contrary notwithstanding, the Developer, the Association, its Board of Directors and/or its Architectural Control Committee, whoever or whichever then holds Architectural Control and any Lot Owner or Owners, shall not be held to have waived the right to enforce any of the provisions of this Declaration, including, but not limited to, the provisions of Article VII above or this Article XI, by reason of the fact that he, she, they or it have, from time to time, not enforced or chosen not to enforce such provisions. No provision of this Declaration shall be subject to implied waiver, or to any contention of waiver, unless a written document providing for such waiver is executed by the party against whom the waiver is sought to be charged. The Developer, the Board of Directors of the Association, and its Architectural Control Committee and each Lot Owner seeking to enforce any of the provisions of this Declaration shall be and they are hereby vested with reasonable discretion to determine when, and under what circumstances, and for whatever reasons, the provisions of this Declaration shall be sought to be enforced. The fact that they seek to enforce provisions on certain occasions and not on others shall not constitute a defense to any actions brought to enforce any of the provisions of this Declaration. The Board of Directors of the Association, the Developer, the Architectural Control Committee of the Board of Directors of the Association, or any Lot Owner or Lot Owners may, therefore, for good and valid reasons engage in selective enforcement of the Declaration and these Use Restrictions.

**ARTICLE XII**  
**GENERAL PROVISIONS**

Section 1. Enforcement. The Developer, the Association, and any Lot Owner shall have the right to enforce, by proceedings, at law or in equity, any covenants, restrictions or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Developer, the Association or any Lot Owner to enforce any covenants or restrictions herein contained shall not be deemed to be a waiver of the right to do so thereafter.

Section 2. Attorney’s Fees. If any party shall seek to enforce against any other party any provisions of this Declaration, by legal or equitable proceedings, then the prevailing party in such proceedings shall receive from the other party to such proceedings, in addition to such other

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rights and remedies to which such prevailing party shall otherwise be entitled, such prevailing party's reasonable costs, expenses and attorney's fees incurred in connection with such proceedings, and in the preparation for such proceedings, and shall be entitled to judgment for such attorney's fees, costs and expenses.

Section 3. 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 4. 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 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 sixty percent (60%) of the Lot Owners 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, it may be amended in whole or in part only by an instrument signed by the Developer, so long as it holds any Class B Membership and the Owners of not less than a majority (more than 50%) of the Lots (including the Developer as to Lots owned by the Developer, if the Developer owns any Lots). 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 said amendment. Any amendment made in accordance with this Section 4 shall be binding upon all Lot Owners. All amendments to this Declaration shall be recorded in Boone County, Missouri.

Section 5. Notices. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when mailed to the last known address of the recipient at the time of such mailing.

Section 6. 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 circumstances when the Declaration is applied.

Section 7. Titles and Captions. The headings in this Declaration are merely labels to assist in locating paragraphs and provisions herein.

Section 8. Venue. In the event of a dispute arising out of or which is any way related to this Declaration, the sole venue for litigating such dispute shall be in the Circuit Court of Boone County, Missouri. No shall institute any legal action before any other court or jurisdiction, nor seek to remove such legal action from said Court to any other court or jurisdiction, including but not limited to any Federal Court, once such legal action is initiated.

Section 9. Waiver of Jury Trial. EACH LOT OWNER, THE DEVELOPER, THE ASSOCIATION, ITS BOARD AND ITS OFFICERS, AND ANY OTHER PARTIES TO ANY DISPUTE AS DESCRIBED IN THIS ARTICLE, DO HEREBY CONCLUSIVELY WAIVE ALL RIGHT TO TRIAL BY JURY AS TO ANY DISPUTE RELATED TO THE DEVELOPMENT OR THIS DECLARATION. UNDER NO CIRCUMSTANCES SHALL A JURY BE REQUIRED AS TO ANY DISPUTE RELATED TO THE DEVELOPMENT OR THIS DECLARATION.



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### **ARTICLE XIII DRAINAGE EASEMENT**

**Section 1. Drainage Easements.** There may be references to “Drainage Easements” on the Plat. Such Drainage Easements are hereby established in favor of the Association and in favor of the City. The land subject to such Drainage Easements shall be subject to the following requirements:

- a. The land shall be used for reasonable surface water drainage and passage of stormwater;
- b. If any creek, ditch or other normal drainageway now exists within the boundaries of any of such easements, then it shall not be blocked, or altered without the prior written approval of the party holding Architectural Control;
- c. Where it is reasonable and appropriate, an Owner of a Lot imposed with a Drainage Easement must make reasonable accommodations for the drainage of water;
- d. No fence, wall, structure, berm or landscaping that will interfere with the free flow of water shall be placed within any Drainage Easement, or any natural water course, including any ditch, swale or other natural drainageway.
- e. If there is a substantial drainageway, ditch or creek which runs within a Drainage Easement, then such feature shall be automatically considered to be a “Common Element” of the Development and may, in the discretion of the Association Board, be maintained, repaired or replaced by the Association as a Common Element of the Development.

**Section 2. Other Drainage.** Whether or not there are “Drainage Easements” established by a Plat, the following provisions shall be in effect:

- a. The Developer may require that the Plans and Specifications submitted for a Residence describe the provisions which will be made in order to drain stormwater and surface water, over, across and within each and all of the Lots.
- b. Drainageways, creeks, ditches, swales, ground depressions and drainage structures which serve as drainage for more than one Lot shall be considered to be improvements which can be made, maintained, repaired, replaced or improved by the Association, through the use of Special Assessments, as described in Article VI of this Declaration.

**Section 3. Drainage/Surface Water Drainage and Groundwater.** Each Lot Owner must be act reasonably and diligently in dealing with drainage and groundwater. No Lot Owner shall unreasonably block, interfere with or obstruct the flow of surface water from other Lots. No landscaping berm shall be permitted if such berm would impede or divert stormwater drainage in any way.

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Section 4. Responsibility for Drainage. It shall be the responsibility of the Owner of each Lot to provide for adequate drainage from such Lot Owner's Residence and other improvements. Neither the Developer, nor any Architectural Control Committee, nor the Association nor its Board, shall have any liability, obligation or responsibility, under the Architectural Control provisions of this Declaration, or otherwise, to assure a Lot Owner adequate or appropriate drainage of groundwater, surface water or stormwater. The responsibility to provide for adequate drainage shall be the responsibility of the Lot Owner and the Lot Owner's Builder. All Lot Owners must proceed reasonably, in good faith, and must design their Residences and structures in accordance with sound design, building and construction practices so as to provide for adequate drainage and so as to not unreasonably obstruct or interfere with drainage of surface water from other Lots.

Section 5. Gutters and Downspouts. The initial installation of gutters or downspouts shall be subject to approval as a part of the Architectural Control Provisions of Article VII of this Declaration. Every gutter, downspout or similar feature must terminate at least ten feet away from the front and rear Lot line and at least six feet away from each side Lot line. Once gutters or downspouts or similar improvements are installed, then they shall not be altered without prior approval granted in accordance with the Architectural Control Provisions of this Declaration. If gutters or downspouts are replaced, then they must be replaced with components substantially similar as those which are replaced. The Developer or the Association's Board of Directors, whoever holds Architectural Control, may impose reasonable requirements with respect to gutters, downspouts or other means of transporting stormwater as is reasonably required to minimize the impact of runoff on adjacent Lots.

ARTICLE XVI

RIGHTS OF CHAPEL HILL MEADOWS, LLC TO AMEND THIS DECLARATION

Any of the provisions of this Declaration to the contrary notwithstanding, and any provisions of law to the contrary notwithstanding, Chapel Hill Meadows, LLC, and its assignees of its rights as the Developer, shall have the right and power to unilaterally amend or modify this Declaration without the consent of any Lot Owner during such time as Chapel Hill Meadows, LLC holds any Class B Memberships in the Association to the extent Chapel Hill Meadows, LLC reasonably deems it necessary in order to: a) correct any error in this Declaration; b) correct any typographical error in this Declaration; c) amend this Declaration in order to reflect the Developer's intentions as such intentions exist on the date of the recording of this Declaration, if such intentions are not properly reflected in the provisions of this Declaration; d) modify this Declaration in order to appropriately reflect any change in law, any change or modification in federal law, state law, city ordinance or other applicable governmental regulations or laws; e) eliminate confusion in the enforcement, construction, understanding or application of any of the provisions of this Declaration; f) impose reasonable additional Use Restrictions on any Lot subject to any Use Restrictions imposed by this Declaration; g) modify any Architectural Control Provisions of this Declaration as they are applicable to any Lots which are subject to such Architectural Control Provisions.

Each Lot Owner consents to the provisions of this Article and waives any right to object to any changes made by the Developer pursuant to this Article. Any amendments in or

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modifications of this Declaration which are made by the Developer must be made in good faith, must be reasonable and shall not be arbitrary, unreasonable or capricious.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed in its name and on its behalf by its duly authorized member(s) effective on the day and year hereinabove first set forth.

THE DEVELOPER:
Chapel Hill Meadows, LLC

By: [Signature]
Robert Wolverton, Manager

Attachments:

- Approval and Subordination Agreement
Exhibit A – Bylaws of Chapel Hill Meadows Homes Association, Inc.

STATE OF MISSOURI )
) SS
COUNTY OF BOONE )

On this 21 day of October, 2020, before me appeared Robert Wolverton, to me personally known, who, being by me duly sworn did say that he is the Manager of Chapel Hill Meadows, LLC, a Missouri limited liability company, that said instrument was signed and sealed in behalf of said limited liability company by authority of its members, and said Robert Wolverton said instrument to be the free act and deed of said limited liability company.

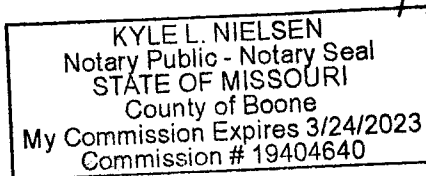
IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in the State and County aforesaid, on the day and year hereinabove first written.

Public
Missouri

[Signature]
Kyle L. Nielsen, Notary

Boone County, State of

My commission expires: 3/24/2023



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Public \_\_\_\_\_,

Notary

Missouri

\_\_\_\_\_ County, State of

My commission expires: \_\_\_\_\_

### **APPROVAL AND SUBORDINATION BY HOLDER OF FIRST MORTGAGE DEED OF TRUST AND MODIFICATION OF FIRST MORTGAGE DEED OF TRUST**

The above Declaration of Covenants, Easements and Restrictions of Chapel Hill Meadows, and the Plat recorded in Plat Book 54 at Page 36 of the Real Estate Records of Boone County, Missouri are hereby approved by **Central Bank of Boone County**, (the "Bank") a banking corporation with its principal place of business located in Columbia, Missouri, which is the beneficial holder of one or more deeds of trust recorded in the Records of Boone County, Missouri as follows:

Book 5242, Page 30 of the Real Property Records of Boone County, Missouri

The Bank hereby approves the above Declaration and the Plat. Further, the above-described deed(s) of trust shall be subject to and is (are) subordinated to such Declaration, and each such Plat as though the Declaration and the Plat had been recorded prior to the recording of such deed(s) of trust.

In order to induce the undersigned beneficial holder under the said deed(s) of trust to enter into this Approval and Subordination Agreement, Chapel Hill Meadows, LLC, a Missouri limited liability company, as the Developer hereby agrees with the Bank that the deed(s) of trust shall be and is hereby amended in order to include, immediately following the legal description of the real estate described therein, the following property and rights as an additional part of the

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"Mortgaged Property" or "Mortgaged Premises" subject to the deed(s) of trust, and that the following is hereby subjected to a security interest and collateral interest and lien under the terms of the said deed(s) of trust in favor of the said bank, which shall accompany and run with all real estate at any time subject to the said deed(s) of trust:

"Together with all Class B memberships now in existence or hereafter coming into existence, and all rights to Class B memberships, and all Class B voting rights now in existence or hereafter coming into existence, attributable to the real estate hereinabove described, or any parts thereof, now or hereafter held by party or parties of the First Part (Grantor or Grantors) with respect to Chapel Hill Meadows Homes Association, the Association named in the foregoing Declaration, a not-for-profit corporation of the State of Missouri, which is now in existence or will hereafter be formed, and all rights as the Developer of any kind, nature or description whatsoever with respect to the real estate described in this deed of trust, all as provided for in and as described in that "Declaration of Covenants, Easements and Restrictions of Chapel Hill Meadows" hereinabove set forth; and all rights of the Developer with respect to presently existing or hereafter created Class B memberships and Class B voting rights in the Association attributable to any and all Lots and other parcels and tracts of real estate hereinabove described (and all portions thereof and subdivisions thereof), and including all presently existing or hereafter created rights as the Developer under that Declaration hereinabove described of any kind, nature or description whatsoever, without limitation, attributable to the real estate hereinabove described (or any part thereof), including, but not limited to, all rights to elect directors of the Association and all Architectural Control Rights provided for by the Declaration, and all Class B memberships provided for by the Declaration; all memberships, rights, Class B votes, Class B voting rights, Class B memberships and rights as the Developer and all such Architectural Control Rights being hereby assigned to party of the Second Part, the Trustee, in trust, for the purposes herein expressed, all of same to be deemed to constitute a part of the real estate hereinabove described, which in the event of default, may be sold by the Trustee (party of the Second Part) together with the real estate, in the manner hereinafter described in this document."

It is the intention of the Developer and of the Bank that the deed(s) of trust shall be and is (are) hereby modified in order to include the Class B memberships, Class B voting rights, Architectural Control powers and other rights as the Developer hereinabove described, in addition to the real estate described in such deed of trust. This Agreement is made and entered into in order to induce the undersigned beneficial holder to execute the foregoing Approval and Subordination.

Chapel Hill Meadows, LLC

IN WITNESS WHEREOF, ~~Fred Overton Development, Inc.~~ and Central Bank of Boone County have executed this document effective this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

DEVELOPER:



# Boone County, Missouri

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STATE OF MISSOURI )  
 ) SS.  
COUNTY OF Boone )

On this 19 day of October, 2020, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Bred Rotiny, to me personally known, who being by me first duly sworn, did state and acknowledge that her or she was \_\_\_\_\_ of Central Bank of Boone County, a banking corporation, that as such he or she had executed the foregoing document in his or her said capacity, and that he or she had executed the foregoing document in the name of and on behalf of such Bank by authority granted to him or her by such Bank's shareholders and Board of Directors; and that the foregoing document was executed as the free act and deed of said Bank.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal on the day and year hereinabove first written.

BRIANNE WOOD  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of Boone  
My Commission Expires 3/26/2023  
Commission #19354067

Brianne Wood  
Brianne Wood, Notary Public  
Boone County, State of Missouri

My commission expires: 3/26/2023

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OF

### CHAPEL HILL MEADOWS HOMES ASSOCIATION

#### ARTICLE I

##### Name and Location

The name of the corporation is Chapel Hill Meadows Homes Association, hereafter referred to as "the Association." The principal office of the Association shall be located in Columbia, Boone County, Missouri, or at such other place as the Association's Board of Directors shall from time to time designate.

#### ARTICLE II

##### Definitions

The following terms shall have the following meanings when used in these Bylaws:

Section 1. General Definitions. "Declaration" means the Declaration of Covenants, Conditions and Restrictions of Chapel Hill Meadows (the "Development") made by Chapel Hill Meadows, LLC, a Missouri limited liability company, ("the Declarant"), and recorded in the Real Estate Records of Boone County, Missouri.

Section 2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as set forth in the Declaration.

#### ARTICLE III

##### Membership in the Association

Every Owner of a Lot owned by a party other than the Declarant and the Declarant's assignees shall be a Class A Member of the Association, shall be subject to the jurisdiction of the Association, shall be subject to assessments levied by the Association under the provisions of the Declaration, and shall be entitled to all rights and privileges of Class A membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation as members of the Association. There shall be one (1) Class A membership in the Association appurtenant to the ownership of any Lot which is subject to assessment by the Association. 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. Any covenant or agreement to the contrary shall be null and void. No Lot Owner shall execute any deed, lease, mortgage or other instrument affecting title to his Lot ownership without including therein both his interest in the Lot and his corresponding membership in the Association. Any such deed, lease, mortgage or instrument purporting to

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affect the one without including also the other, shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

The Declarant, or those to which it assigns all or any part of its rights as the Declarant under the terms of the Declaration shall be the sole Class B Members.

### **ARTICLE IV** **Voting Rights**

The Association shall have two (2) classes of voting memberships, Class A and Class B. The qualifications for Class A membership and Class B membership, and the identities of the Class A and Class B members, and the nature and extent of the voting rights of Class A and Class Members shall be as specified in the Declaration.

### **ARTICLE V** **Membership Meetings**

Section 1. Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the Association, or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the members of the Association shall be held at a reasonably convenient location within Boone County, Missouri selected by the Board, within 365 days following the formation of the Association, or 180 days following the first day of the first calendar year which next begins after the conveyance of the first Lot contained within the Development to a person other than a successor developer or builder, whichever shall last occur. Thereafter, annual membership meetings of the Association shall be held on the first Saturday in December of each year, or at such other date and time as determined by the Board.

Section 3. Special Meetings. Special meetings of the membership may be called at any time for the purpose of considering matters which, by the terms of the Declaration, or by the terms of the Association's Articles of Incorporation, or by the terms of these Bylaws, require the approval of some or all of the members, or for any other reasonable purpose. Such meetings shall be called by a written notice, authorized by a majority of the Directors, or upon a petition signed by twenty percent (20%) of the Class A or all of the Class B Members (if there are Class B Members) of the Association having been presented to the Association's Secretary. The notice of any special meeting shall state the time, place and purpose of such meeting. No business shall be transacted at a special meeting except as stated in the notice unless by consent of fourfifths (4/5) of the members of each class present, either in person or by proxy.

Section 4. Notice of Meetings. Except when otherwise provided by the Declaration and except when notice is waived as hereinafter provided, written or printed notice of any annual or special meeting of the members shall be sent by (or on behalf of) the Directors to all members by mailing the same, postage prepaid, at least ten (10) days and not more than forty (40) days prior to the meeting, addressed to the members at their respective addresses as reflected in the tax assessment records of Boone County, Missouri. Notice may also be accomplished by service

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upon the member at his Lot or last known address. Notice by either such method shall be considered as notice served. Notices shall state the date, time, location and purpose(s) for such meeting.

Section 5. Waiver of Notice. Any member may waive notice of any membership meeting, either in writing or by telegram, signed by the member whether such member attends the meeting or not. The presence of a member at any membership meeting shall be deemed to constitute a waiver by the member of notice to the meeting unless such member attends for the express purpose of objecting to the transaction of business at the meeting.

Section 6. Quorum. The presence of ten percent (10%) of the members of the Association of each class, either in person or by proxy, shall constitute a quorum for the transacting of business at all meetings of the members, unless a greater quorum is required for the transaction of the particular business by the Declaration. Unless otherwise specified by these Bylaws, the Declaration, the Articles of Incorporation or by law, decisions at membership meetings shall be by the majority vote of the members present of each class. If a quorum is not present, a majority of the members of each class present can adjourn the meeting to another date and time not less than fortyeight (48) hours from the time the original meeting was called at which time the quorum requirement shall be reduced by onehalf (1/2). No notice of such date and time shall be required.

Section 7. Proxies. A member may appoint any other member or the Declarant or the manager or managing agent of the Association, if any, as his proxy. In no case may any member, (except the Declarant or the manager or managing agent, if any) cast more than one (1) vote by proxy. Any proxy must be filed with the Secretary of the Association at least forty-eight (48) hours before the appointed time of each meeting. Unless limited by its terms, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary of the Association or by the death of the member.

Section 8. Meetings, Convened, How. Every meeting of the members, for whatever purpose, shall be convened and chaired by the Association's President, if he be present, otherwise by the Vice President, or in his absence or refusal to act by persons selected by the Board of Directors.

Section 9. Order of Business. The order of business at all annual meetings of the members shall be as follows:

- a. Roll call and certification of proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers, if any.
- e. Reports of committees, if any.
- f. Election of inspectors in election.
- g. Election of directors.
- h. Unfinished business.
- i. New business.

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In the case of special meetings, items a through d shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meetings.

### ARTICLE VI

#### Directors

Section 1. Number and Classification. The initial Board of Directors shall be appointed by the Declarant, need not be Owners and may only be removed by the Declarant. The initial Board of Directors shall consist of the following individuals: 1) \_\_\_\_\_; 2) \_\_\_\_\_; 3) \_\_\_\_\_ (the "Initial Directors"). In the event of any vacancy among the Initial Directors, the Declarant shall appoint and replace successors. After all Class B Memberships have terminated, all of the then acting-Directors shall resign and a special meeting shall be called.

At the special meeting, Directors shall be elected for the following terms:

One (1) Director shall be elected to serve a term of office of three (3) years. One (1) Director shall be elected to serve a term of office of two (2) years. The remaining Director shall serve a term of office of just one (1) year. The term of office of the Director(s) receiving the greatest number of votes shall be fixed at three (3) years, and the term of office of the Directors(s) receiving the second greatest number of votes shall be fixed at two (2) years; and the term of office of the remaining Director shall be fixed at one (1) years.

Thereafter, at the expiration of each term of office of each respective Director, such Director's successor shall be elected to serve a term of three (3) years. Directors shall, in all events, hold office until their successors have been duly elected and have held their first annual meeting, and until such occurrence, shall possess all of the powers, authorities, duties, discretions and immunities of Directors, which is to say that a sitting Board of Directors shall serve until a new Board has been duly elected and has held its first meeting. There shall be no cumulative voting on Directors. In the event of a tie vote, the election to the office of Director shall be determined by lot or as the then-serving president of the Association shall otherwise determine, in the exercise of his or her reasonable discretion. If there is a tie vote, then the terms of offices of the Directors shall be determined by lot or as the then-serving president of the Association, in his or her sole and absolute discretion, shall determine appropriate. There shall be a single ballot or vote upon all Directors to be elected.

Section 2. Nominating Procedure. The Board of Directors may, in its sole and absolute discretion, constitute a "Nominating Committee," and may place names in nomination to fill the office of Directors. However, whether or not the Board so nominates persons to stand for election as members of the Board of Directors, persons to stand for election as members of the Board of Directors shall or may be nominated from the floor at the annual meeting of the members.

Section 3. Vacancies. After the resignation of the Initial Directors, the Board shall fill vacancies in its membership occurring between elections. A Board member, who is absent without reasonable cause (reasonable cause being determined within the sole and absolute discretion of the remaining members of the Board) from three (3) consecutive meetings of the

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Board may, at the option of the remaining members of the Board, be considered to have resigned, and such vacancies shall be filled by the unanimous vote of the remaining members of the Board; provided, however, that before such option is exercised by the Board, such member shall be given at least eight (8) days written notice that the exercising of such option is an issue to be placed before the Board so that such Board member shall have ample opportunity to appear before the Board to explain his absence from the meetings of the Board. For purposes of determining whether or not to exercise such option, the size of the Board of Directors shall be deemed to be reduced by one. Vacancies in positions on the Board filled by the vote of Class B Members shall be filled by the remaining Directors elected by Class B Members.

Section 4. Management. The management of the Association's business, funds, assets, deposits, properties and affairs shall be vested in the Board of Directors. The Board of Directors shall, however, if it in its sole and absolute discretion deems it advisable to do so, employ for the Association, a professional manager, management firm or managing agent, at a rate of compensation to be established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not necessarily limited to those duties and services specified in the Declaration. The employment of such a manager, management firm or managing agent shall be upon such terms and conditions as the Association's Board of Directors shall, in its sole and absolute discretion, elect. Notwithstanding anything to the contrary hereinabove set forth in this Section 4, the Association or its Board of Directors shall not delegate any of its responsibilities for a term extending beyond the termination of Class B voting rights, prior to the conclusion of Class B voting rights, and shall not, prior to the termination of such Class B voting rights, employ any professional manager, managing agent or management firm for a term extending beyond the termination of Class B voting rights. Any management agreement shall be terminable by the Association on six (6) months notice.

Section 5. Term of Office. The term of office of Directors shall be as specified in Section 1 of this Article VI.

Section 6. Termination of Directorship. The term of any Director who becomes more than thirty (30) days delinquent in the payment of any assessments due under the Declaration, or any share of the common expenses, and/or carrying charges shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 3 of this Article.

Section 7. Compensation. Directors shall not receive any stated compensation or salaries for their services as Directors.

Section 8. Organization Meeting. The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors are elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one (1) such meeting shall be held during each calendar year. Notice of regular meetings

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of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of any Director.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 14. Fidelity Bonds and Officers and Directors Insurance. The Board of Directors shall, if it in its discretion deems it appropriate to do so, require that all officers and employees of the Association handling or responsible for corporate or trust funds shall furnish adequate fidelity bonds and may purchase Officers and Directors Liability Insurance, the cost of which shall be paid for from the Maintenance Fund or the assessments of members. The premiums on such bonds and insurance shall be paid by the Association.

Section 15. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, or by the Declaration or by these Bylaws, directed to be exercised and done by the members of the Association or by the Lot Owners. The property, funds and affairs of the Association shall be controlled and managed by the Board of Directors, which shall exercise all powers of the Association not reserved by these Bylaws or by the Declaration or Articles of Incorporation to the members of the Association or the Lot Owners. The Association's Board of Directors shall have the authority to employ, discharge and determine the compensation of such management personnel, management firm, managing agent, professional management and employees as in its opinion are needed to do the work of the Association;

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provided, however, that so long as Class B voting rights are in existence the Directors shall not delegate responsibilities, or employ managing agents or a management firm, except within those limitations specified by Section 4 of this Article.

### **ARTICLE VII**

#### **Officers**

Section 1. Number. The officers of the Board and the Association shall consist of a President, a VicePresident, a Secretary and a Treasurer. The Board of Directors may, if it in its sole and absolute discretion determines appropriate, also choose and appoint one or more additional Vice Presidents and one or more Assistant Secretaries and Assistant Treasurers, and such additional officers and agents, if any, as it may deem necessary from time to time. Any person may fill more than one of the offices; provided, however, that no person may be both the president and the secretary. The Board may, for example, elect a single person as being the vice president, and the secretary. Such officers shall be selected by the Board of Directors at the organizational meeting of the Board of Directors following the annual meeting of the members of the Association. The President and Vice-President must be members of the Board of Directors. The Secretary and/or Treasurer and any Assistant Secretaries or Assistant Treasurers need not be members of the Board of Directors.

Section 2. Term. The officers shall hold office at the pleasure of the Board of Directors, for a period of one (1) year from the date of their respective elections, and until their successors are duly elected and qualified.

Section 3. Vacancies. A vacancy in any office for any reason shall be filled by the Board of Directors at any meeting for the unexpired portion of the term.

### **ARTICLE VIII**

#### **Duties of Officers**

Section 1. General Powers. The officers shall have such power and authority in the control and management of the property and business of the Association as is usual and proper in the case of, and incident to, such corporate officers, except insofar as such power and authority is limited by these Bylaws, or by resolution of the Board of Directors.

Section 2. President. The President shall be the principal officer of the Association, and shall, in general, control and manage the property and affairs of the Association. He shall preside at all meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors from time to time. He shall sign all notes, agreements, conveyances or other instruments in writing made and entered into for or on behalf of the Association. He shall have all the general powers and duties which are usually vested in the office of President of a corporation, including but not limited to the power to appoint committees from time to time among the membership of the Association as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 3. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent and unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the

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Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 4. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have custody of the seal of the Association; he shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 5. Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 6. Assistant Secretaries. The Assistant Secretaries, in order of succession, shall perform all of the duties of the Secretary in the event of the death, disability or absence of the Secretary, and such other duties, if any, as may be prescribed by the Board of Directors.

Section 7. Assistant Treasurers. The Assistant Treasurers shall, as to the funds entrusted to them, perform all of the duties of the Treasurers.

Section 8. Compensation of Officers. No officer shall receive any salary or other compensation for services rendered to the Association in his capacity as an officer of the Association. No remuneration shall be paid to any officer for services performed by him for the Association in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken.

### **ARTICLE IX** **Liability and Indemnification** **Of Officers and Directors**

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify (to the maximum extent permitted by the law of Missouri) every officer and director of the Association, against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been an officer or director of the Association whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association or the Development (except to the extent that such officers or directors may also be Owners of Lots) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right of indemnification

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provided for herein shall not be exclusive of any other rights to which any officer or director of the Association, or former officer or directors of the Association may be entitled.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view of the interests of the Association. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or association (including the Declarant) in which one or more of the Directors of the Association are Directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee therefor which authorizes or approves the contract or transaction, or because of his or their votes as counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

a. The fact of the common directorate or interest is disclosed or known to the Directors or a majority thereof or is noted in the minutes, and the Directors authorize, approve or ratify such contract or transaction in good faith by a vote sufficient for the purpose; or

b. The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

c. The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereafter to authorize any contract or transaction with like force and effect as if he were not such Director or officer of such other corporation or not so interested.

### **ARTICLE X** **Management**

Section 1. Management. The Association, by and through its Board of Directors, shall enforce the provisions of the Declaration and of these Bylaws, and shall perform all duties and obligations conferred upon the Association by the Declaration, and shall have all powers, privileges, powers and discretions conferred upon the Association by the Declaration, and shall pay out of the Maintenance Fund, established by the Declaration, for those articles, items, duties and services to be supplied and performed by the Association through the use of such funds under the terms of the Declaration.

Section 2. Manager or Managing Agent. The Association, by and through its Board of Directors, may delegate any of its duties, powers or functions to a manager or managing agent, provided that such delegation shall be revocable upon no more than six (6) months written notice. The Association, and its officers, and its Board of Directors shall not be liable for any omission or improper exercise by the manager or managing agent of any such duty, power or function so delegated. Notwithstanding anything to the contrary set forth in this Section 2, so

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long as Class B voting rights are in existence, the Association shall not employ any professional manager, for a term extending beyond the termination of Class B voting rights, and shall not delegate any of its responsibilities for a term extending beyond the termination of Class B voting rights.

Section 3. Duties to Maintain. The Association, shall have the duty and obligation to perform the repairs and maintenance imposed upon the Association and/or the Board of Directors by the Declaration. Each Lot Owner shall have the duty and obligation to perform the maintenance upon his, her or their Lot imposed upon him, her or them by the Declaration, and shall be required to perform with respect to each Lot, all maintenance not specifically imposed by the Declaration upon the Association and/or the Board of Directors. The Lot Owners upon whom collective obligations of maintenance, repair and replacement are imposed by the Declaration, shall have the duty and obligation, to the Association and all other Lot Owners, to perform or to cause to be performed the maintenance, repairs and servicing described in the Declaration.

Section 4. Access at Reasonable Times. For the purposes of discharging its duties and responsibilities as provided by these Bylaws and the Declaration, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Association, through its duly authorized agents, Directors or employees, shall have the right, after reasonable efforts to give notice to the Lot Owner, to enter upon any Lot in the time and manner set forth in the Declaration.

Section 5. Limitation of Liability. The Association shall not be liable to the Owner or occupant of any Lot for loss or damage by theft or otherwise of articles which may be stored upon any of the Common Elements. The directors, officers and the employees of the Association shall not be liable for any failure by the Association to provide or perform any management, maintenance, repairs, servicing, upkeep or other services, or to procure any insurance, required by the Declaration.

### **ARTICLE XI** **Assessments**

This Article XI of these Bylaws shall be identical in form and content to Article VI of the Declaration, which is incorporated herein by reference.

### **ARTICLE XII** **Financial Management**

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January of each year. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

Section 2. Books and Accounts. Books and accounts for all funds collected by the Association shall be kept under the direction of the Treasurer, in accordance with good bookkeeping principals consistently applied. The same shall include books with detailed

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accounts, in chronological order, of receipts and of the expenditures affecting the funds collected and the administration of such funds.

Section 3. Auditing. Upon request by a majority of the Board of Directors of the Association, any Treasurer or Assistant Treasurer of the Association, whether present or past, shall submit his or her books and records for audit by an independent Certified Public Accountant, retained by the Association at its expense, whose report shall be prepared and certified in accordance with generally accepted auditing principles. In lieu of any such audit by an independent Certified Public Accountant, the Association's Board of Directors may appoint an "audit committee." Such audit committee shall consist of one (1) director and two (2) Class A members of the Association, who are not members of the Board of Directors. If an audit committee is used, then the books and records shall be audited by such audit committee, which shall report to the Association's Board of Directors and its members.

Section 4. Inspection of Books. The books and accounts of the Association, or of the Treasurer or any Assistant Treasurer thereof, and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association, and/or their duly authorized agents or attorneys during normal business hours and for purposes reasonably related to their interests as members.

Section 5. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President and by the Secretary, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

Section 6. Seal. The Board of Directors may, if it in its discretion deems it appropriate, provide a corporate seal containing the name of the Association, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any assistant secretary or assistant Treasurer.

### ARTICLE XIII

#### Insurance

The Association's Board of Directors, in its discretion, may obtain, at the expense of the Association:

- a. Such fire and casualty insurance and physical damage insurance on the Common Elements as it believes appropriate;
- b. Such public liability insurance coverages and liability insurance coverages (in such amounts and for such limits) as it believes appropriate;
- c. Worker's compensation insurance coverages shall be maintained to the extent required by law, and may, if not required by law, nevertheless be maintained if the Directors, in their discretion, find it to be appropriate that such insurance be maintained in effect;

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- d. Officers' and Directors' Liability Insurance Coverage, covering the Officers and Directors of the Association, to the extent the Board believes appropriate;
- e. Such other insurance coverages as the Board believes to be appropriate in its discretion.

The Directors shall have the authority to enforce requirements, if any, imposed by the Declaration upon Lot Owners that Lot Owners obtain any insurance coverages.

**ARTICLE XIV**  
**Amendment**

Those provisions of these Bylaws which also appear in the Declaration may be amended only in that manner provided for the amendment of the Declaration by the Declaration. The remaining provisions of these Bylaws may be amended only by the affirmative vote of a majority of the members of each class present at any meeting of the members at which a quorum is present, and which is duly called for that purpose. A description of any proposed amendment of these Bylaws or the Declaration shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

**ARTICLE XV**  
**Conflict With The Declaration**

Section 1. Conflict. These Bylaws shall be deemed to be subordinate and subject to all provisions of the Declaration. Unless otherwise indicated, the terms herein shall have the same meaning as in the Declaration. In the event of any conflict between the Bylaws and the Declaration, the provisions of the Declaration shall control.

Section 2. Severability. In the event any provision or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 3. Waiver. No restriction, condition, obligation or provision of these Bylaws or the Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 4. Captions. The captions contained in these Bylaws are for convenience only and are a part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

Section 5. Gender, etc. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

[SIGNATURE PAGE FOLLOWS]

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Adopted as the Bylaws of Chapel Hill Meadows Homes Association, a notforprofit corporation of the State of Missouri, effective the \_\_\_\_ day of \_\_\_\_\_, 2020.

**MEMBERS OF THE FIRST BOARD OF DIRECTORS OF THE ASSOCIATION:**

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**SECRETARY OF THE ASSOCIATION:**

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Signature

---

Print Name

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