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**Bob Nolte**  
Recorder of Deeds

**Title of Document:** **DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS, EASEMENTS AND RESTRICTIONS OF THE GLADES**

**Date of Document:** **August 31, 2023**

**Grantor /Grantee:** **Hemme Construction, LLC, a Missouri limited liability company**

**Grantor/Grantee Address:** **2301 Chapel Plaza Court, Suite 1  
Columbia, Missouri 65203**

**Legal Description:** **See Exhibit A**

**Reference Book and Page:** **Book 5689, Page 11  
Book 5779, Page 14**

**DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS,  
EASEMENTS AND RESTRICTIONS OF THE GLADES**

This Declaration of Covenants, Conditions, Reservations, Easements and Restrictions is made as of this 31st day of August, 2023, by Hemme Construction, LLC, a Missouri limited liability company (the "Developer").

**RECITALS**

**WHEREAS**, the Developer is the owner of the real property situated in Boone County, Missouri as described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Property"), to be known as "The Glades."

**WHEREAS**, the Developer desires to place the covenants and restrictions contained herein upon the Property and all of the Tracts, as described herein, for its benefit and for the benefit of all future owners of said Tracts; and

**WHEREAS**, the Developer desires that said covenants and restrictions shall constitute covenants running with the land and the present and all future successive owners of said Tracts shall have the right to invoke and enforce said restrictions.

**NOW, THEREFORE**, the Developer does hereby impose the covenants and restrictions herein set out on all of the Tracts, which covenants and restrictions (sometimes referred to herein as these "Covenants") are covenants running with the land whether or not the same are mentioned in subsequent conveyances, and said covenants and restrictions are binding upon the Developer and its successors in title to the Tracts and to its successor and assigns forever, to-wit:

The owner of each Tract (each such owner a "Tract Owner"), by acceptance of the deed for such Tract, agrees to perform, upon such Tract Owner's Tract and with respect to the dwelling or outbuilding and improvements located thereon, all maintenance, repairs, replacements and upkeep which are required of such Tract Owner by these Covenants, and to observe all use restrictions provided for by these Covenants and to observe and conform with all easements, covenants and restrictions provided for by these Covenants.

**ARTICLE I  
DEFINITIONS**

1. **Assessments.** The Initial Assessments, Annual Assessments or charges, and Special Assessments described herein are sometimes collectively referred to as the "Assessments."

2. **Developer's Rights.** Any and all rights of the Developer described in these Covenants are collectively referred to as the "Developer's Rights."

3. **Mailboxes.** Receptacles for U.S. Mail, initially provided by Developer, with not less than eight (8) units, attached to the Property with a concrete base, and repaired, maintained and replaced by the Association (hereafter defined) with not less than one (1) unit for each Tract.

4. Tract. The term "Tract" or "Tracts" as used herein means any of Lots 1, 2 and 3 and Tracts A, B, C, D and E as further shown and described on Exhibit A, except in the event hereafter a Tract is subdivided into smaller tracts by survey, plat, deed or other document, such Tract is no longer considered a "Tract" and each subdivided portion of such Tract shall thereupon be a "Tract" under the provisions of this document.

## ARTICLE II USE RESTRICTIONS

1. Single Family Residences. That each Tract may be used only for single family residential dwelling purposes, and not more than one single family residential dwelling may be constructed on each Tract.

2. Dwelling Size. That no dwelling may be permitted on any Tract unless such dwelling is constructed to include:

a. a total floor area above the surface of the ground, exclusive of open porches, patios and garages, containing not less than 1,800 square feet of finished living area for a one-story dwelling or not less than 2,200 square feet of finished living area for a dwelling of more than one-story;

b. an attached garage for two (2) or more automobiles;

c. A seventy-five (75) feet setback from the front of the property line and fifty (50) feet setbacks to the side and rear property lines, unless otherwise approved by the Architectural Control Committee; and

d. At least fifty percent (50%) of the front exterior surface of the dwelling must be covered in brick, stone, or stucco. The remainder of the dwelling's exterior may be covered in 100% fiber cement siding, or such other material approved by the Architectural Control Committee. No vinyl siding is permitted on any dwelling.

Provided any such dwelling meets the foregoing restrictions, a dwelling commonly known as a "shouse" is permitted on a Tract as and for a dwelling. The term "finished living area" is deemed to be exclusive of and shall not include basement area, open porches, patios and garages. The "front" of a dwelling is the plane of the dwelling facing the driveway access permitted on the Tract to a roadway abutting such Tract as determined by the Architectural Control Committee.

3. Architectural Control Committee Approvals. Each and every dwelling, fence, swimming pool, outbuilding, detached building, or outside storage shed (permanent or portable) placed or constructed on any Tract may not be constructed or placed on a Tract until the plans, specifications and location of the same have been approved in writing by the Architectural Control Committee.

4. No Mobile Homes. That no mobile home or house trailer may be located on any Tract regardless of whether or not the same is located on a permanent foundation.

5. No Inoperable Vehicles or Equipment. That no partially dismantled, nonoperating, wrecked, junked or discarded vehicle or equipment of any kind may be located on any Tract visible from a public roadway or the Main Road (as that term is defined in section 5, Article V of these Covenants).

6. Vehicles Stored Out of Sight. No boats, farm equipment, commercial vehicles, trailers, or trucks (except pickup trucks which are less than two (2) tons) shall be stored outdoors on a Tract visible from a public roadway or Main Road except once in any seven (7) calendar day period for a period of time not greater than forty-eight (48) consecutive hours. To be clear, if any of the foregoing restricted is seen from a roadway, such boat, farm equipment, commercial vehicle, trailer, or restricted truck must be removed from such sight-line within forty-eight (48) hours of when it became visible and may not be visible on such Tract again for at least five (5) calendar days from the date it was so removed.

7. No Commercial Animal Facilities. That no commercial dog kennel is permitted on any Tract, no commercial feed lot is permitted on any Tract and no commercial confined feeding of poultry is permitted on any Tract.

8. Limitation of Livestock and Animals. No livestock (including, without limitation, swine), reptile, or other animal may be raised, kept or bred on any Tract, except:

a. that appropriate dogs, cats and other household pets may be kept provided the same are not kept, bred or maintained for any commercial purpose;

b. that a total of four (4) animals from the following list (subject to any associated limits) may be kept on any Tract:

- i. two (2) equine for each full five (5) acres of land within such Tract;
- ii. two (2) bovine for each full five (5) acres of land within such Tract;
- iii. sheep; and
- iv. goats; and

c. that chickens, ducks and other poultry may be kept on a Tract provided the same are not kept, bred or maintained for any commercial purpose and except not more than ten (10) in the aggregate of said domesticated fowl may be kept on a Tract and except no roosters may be kept on any Tract. Domesticated fowl kept on a Tract may not be "free-range" and must be kept within a proper enclosure approved by the Architectural Control Committee.

To be permitted, any animal otherwise permitted by this Declaration must be kept under sanitary conditions and may not constitute a nuisance to the owner or occupant of any other Tract. For the purposes of these Covenants, an appropriate dog is a dog which is not vicious and which does not bark causing a nuisance to the owner or occupants of any other Tract.



9. No Dumping. That no Tract may be used or maintained as a dumping ground, and no rubbish, trash or garbage may be kept on the premises of any Tract except in sanitary containers emptied as required under these Covenants.

10. No Waste Burning. That no household trash, household waste or household garbage may be burned on a Tract but such does not preclude the burning of natural vegetation and yard waste.

11. Sewage Disposal Regulation. That no sewage disposal system of any kind may be located on any Tract unless the same complies with all rules, regulations, ordinances and laws applicable to the same (including, without limitation, a septic tank of sufficient capacity approved by the Boone County Health Department). No sewage lagoons shall be located on any Tract without the prior written consent of the Architectural Control Committee.

12. Loud Vehicles. That no two-wheel, three-wheel, four-wheel or greater numbered wheel recreational vehicle (motorcycle, moped, powered scooter, powered tricycle, or motor bike) may be operated on any Tract or the roadways leading to a Tract for recreational purposes in a manner which disturbs the peace of the occupant of any other Tract. All such vehicles must have a suitable muffler so as to provide for quiet operation.

13. No Illegal, Noxious or Offensive Activity. That no illegal, noxious, or offensive activity may be carried on upon any Tract, nor shall anything be done thereon which may become an annoyance or nuisance to a neighbor or the neighborhood.

14. Limitation on Signs. No sign of any kind may be displayed to the public view upon any Tract except signs used to advertise the property for sale or rent and said sign shall not exceed two (2) feet by four (4) feet in size.

15. No Subdivision. No Tract may be further subdivided unless approved in writing by the Architectural Control Committee.

### ARTICLE III ARCHITECTURAL CONTROL

1. Architectural Approval Required. No dwelling, garage, building, fence, wall, exterior light pole, communication tower, satellite dish exceeding thirty-five inches (35") in diameter, playground equipment, gazebo or other structure or improvement (including, without limitation, pools), whether (permanent or temporary), may be erected, constructed, placed or altered on any Tract unless the plans and specifications therefor, including, without limitation, the materials to be used in such construction, have been approved by the Architectural Control Committee. The person desiring to do any of the foregoing shall submit plans and specifications for the same to the Architectural Control Committee showing placement on the Tract, elevations, designs, floor plan dimensions, color of roof, color of exterior walls, construction materials and other necessary data to enable the committee to determine if said dwelling, garage, building, fence, wall, exterior light pole, communication tower, satellite dish, gazebo or other structure or improvement is compatible with these restrictions and the other improvements located on the other

Tracts in the vicinity of said Tract. The approval or disapproval of said plans and specifications by the Architectural Control Committee will be in writing. In the event the committee or its designated representative shall fail to approve or disapprove said plans and specifications in writing within thirty (30) days after receipt of the same and in the event no suit to enjoin the construction of any said improvement has been commenced prior to the completion of the same, no approval of said plans and specifications is required. The Architectural Control Committee will interpret these Covenants as needed for the application and enforcement of these Covenants. Any decision of the Architectural Control Committee made in good faith will be binding upon and enforceable against all persons. No member of the Architectural Control Committee is liable to any person for reasonable decisions made in good faith. As used in these Covenants, a "person" is to be liberally construed to mean individuals and all forms of organizations and other associations, whether legal, equitable or otherwise recognized by a court of competent jurisdiction.

2. Initial Architectural Control Committee. The initial Architectural Control Committee is composed solely of Jeffrey C. Hemme. The Architectural Control Committee may designate in writing a representative to act for it.

Developer shall have the right to remove any member of the committee, to designate the new member or members of the committee, to change the number of members of the committee and to assign all of its rights under these Covenants to any other person by a written assignment specifically referring to the provisions of this paragraph. In the event of the death, resignation or removal of any member of the committee, Developer shall designate the successor member or members of the committee.

After Developer no longer owns any of the Tracts subject to these Covenants, the Architectural Control Committee will be elected by the owners of all of the Tracts subject to these Covenants, with the owners of each Tract having one (1) vote for each Tract owned and the owners of a Tract shall have the right to vote by proxy. The new committee will be composed of three (3) members, with one member elected for a term of one (1) year, one member elected for a term of two (2) years, and one member elected for a term of three (3) years with separate election to be held for each of the three members, and then each year thereafter as the term of a member expires one member will be elected annually on the first Monday of May to serve for a period of three (3) years. A member of the successor committee must be an owner of a Tract subject to these Covenants. In the event of death, resignation or disqualification of any member or the successor committee elected thereafter, the owners of the Tracts subject to these Covenants shall elect a successor committee member voting as above mentioned. Any owner of a Tract may call a meeting of the owners of the Tracts subject to these Covenants for the purpose of electing the new committee and for the purpose of electing a new committee member in the event of death, resignation or disqualification of any member of the committee.

No member of the Architectural Control Committee shall receive any compensation for services performed.

#### ARTICLE IV OWNER OBLIGATIONS

1. Tract Owner Obligations. Each owner of a Tract by acceptance of a Deed, Contract for Deed or other form of conveyance therefore, whether or not it is so expressed in any such deed, contract or other conveyance, is deemed to covenant and agree to perform the terms of these Covenants, including, without limitation, as follows:

a. to cause, at such owners sole cost and expense and by a vendor selected by the Tract's owner, "curbside" trash and refuse collection to occur weekly on a day of the week determined by the Architectural Control Committee.

b. to landscape said owner's Tract in a manner so as to comply with the following requirements, to-wit:

i. All Tracts must have vegetation or grass planted and growing on all portions thereof which are not devoted to improvements, i.e. no owner shall permit any "bare areas" subject to erosion to exist on any Tract. A Tract may have planted thereupon natural prairie grass ("indigenous grasses") so long as the appearance of same is approved by the Architectural Control Committee and so long as well maintained by the owner.

ii. All portions of a Tract which are visible from the roadways described herein and which are not planted in indigenous grasses, as described above, or devoted to trees and shrubs, must be sodded or be planted using the "seed and straw" method thereon, which sod or planted grass will be kept in a neatly mowed and well-maintained condition.

iii. The cutting of grass and weeds, removal of rubbish and maintenance of the paved driveway within the roadway easement on each owner's Tract is the responsibility of the owner of the Tract. The Association (defined in Article VI, section 1 below) has no duty or obligation to provide the foregoing services.

#### ARTICLE V ROADWAY AREA EASEMENTS

1. Grant of Roadway and Utility Easement. The Developer does hereby grant and create a common, nonexclusive roadway and utility easement over and across the following described strips of land, to-wit:

THREE (3) STRIPS OF LAND LOCATED IN THE SOUTH HALF OF FRACTIONAL SECTION 26, TOWNSHIP 48 NORTH, RANGE 14 WEST, AND PART OF NEW MADRID CLAIM NUMBER 64, BOONE COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED BY THE TRUSTEE'S DEED RECORDED IN BOOK 5689, PAGE 11 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STRIP 1:

COMMENCING AT THE NORTHEAST CORNER OF LOT 3 OF THE GLADES, PLAT NO. 1 RECORDED IN PLAT BOOK 57, PAGE 18 AND WITH THE EAST LINE THEREOF, S 2°42'00"E 121.40 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID EAST LINE, SAID STRIP BEING 30.00 FEET WIDE AND LYING 15.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE, N 58°45'55"W 63.76 FEET; THENCE 36.28 FEET ALONG A 50.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD N 37°58'35"W, 35.49 FEET; THENCE 111.41 FEET ALONG A 200.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD N 33°06'45"W, 109.96 FEET; THENCE 99.13 FEET LONG A 100.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD N 77°30'10"W, 95.12 FEET; THENCE S 74°06'00"W, 12.21 FEET; THENCE 294.43 FEET ALONG A 340.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N 81°05'30"W, 285.31 FEET; THENCE N 56°17'05"W, 77.07 FEET; THENCE 69.86 FEET ALONG A 250.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N 64°17'25"W, 69.64 FEET TO POINT 'A' OF THIS DESCRIBED CENTERLINE; THENCE FROM POINT 'A' AND CONTINUING 81.99 FEET ALONG SAID 250.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N 81°41'25"W, 81.62 FEET; THENCE S 88°54'50"W, 239.81 FEET; THENCE 47.30 FEET ALONG A 100.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S 75°21'45"W, 46.86 FEET; THENCE S 61°48'40"W, 601.94 FEET; THENCE 163.71 FEET ALONG A 100.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N 71°17'25"W, 146.03 FEET; THENCE N 24°23'25"W, 111.26 FEET TO POINT 'B' OF THIS DESCRIBED CENTERLINE; THENCE FROM POINT 'B' AND CONTINUING N 24°23'25"W, 272.50 FEET; THENCE 78.58 FEET ALONG A 175.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N 37°15'10"W, 77.92 FEET; THENCE N 50°07'00"W, 92.55 FEET; THENCE 81.98 FEET ALONG A 175.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N 36°41'40"W, 81.24 FEET; THENCE N 23°16'25"W, 83.87 FEET TO THE END OF THIS DESCRIBED CENTERLINE.

STRIP 2:

BEGINNING AT POINT 'A' AS DESCRIBED ABOVE, SAID STRIP BEING 30.00 FEET WIDE AND LYING 15.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE, N 33°05'10"W, 223.52 FEET TO THE END OF THIS DESCRIBED CENTERLINE.

STRIP 3:

BEGINNING AT POINT 'B' AS DESCRIBED ABOVE, SAID STRIP BEING 30.00 FEET WIDE AND LYING 15.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE, 242.49 FEET ALONG A 175.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N 15°18'20"E, 223.55 FEET; THENCE N 55°00'10"E, 118.14 FEET; THENCE 106.58 FEET ALONG AN 80.53-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N 17°05'10"E, 98.97 FEET; THENCE N 20°19'20"W, 140.98 FEET; THENCE 237.00 FEET ALONG A 1183.62-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N 14°04'50"W, 236.60 FEET TO THE END OF THIS DESCRIBED CENTERLINE.

(the "Easement Area") for the use and benefit of the present and future Tract Owners with ACC permitted driveway access to the Main Road (each a "Roadway Tract Owner") for ingress to and egress from said Tracts and, for all present and future Tract Owners, for utility line access to the Tracts, subject to the right of the Association to control, operate, repair and maintain said roadway areas and reserving unto the Developer the exclusive right to dedicate said roadway areas to public use as public roadways without the consent of any other person but in the event said roadway areas have not been dedicated and accepted for public use as a public roadway by the County of Boone or any other governmental authority with proper jurisdiction prior to the incorporation of the Association, thereafter the Developer and the Association, or either of them, shall have the right to dedicate the roadway easement areas to public use as a public roadway without the consent of any other person. This easement for roadway purposes shall automatically terminate and become null and void if and when all of the roadway easement areas described above are dedicated to and accepted by the County of Boone or any other governmental authority with proper jurisdiction as a public roadway.

The Easement Area shall not be used for parking of vehicles or storage of any materials and shall not be blocked or obstructed, and that no fence, gate or other obstruction shall be installed in the Easement Area without the approval of the ACC.

In the event the installation, repair or maintenance of any utility line in the Easement Area shall cause any damage to the Easement Area or the Main Road, each Tract Owner performing or procuring the installation, repair or maintenance of the utility line in the Easement Area shall, at the joint and several expense of each said Tract Owner, promptly repair said damage in a good and workmanlike manner.

2. Grant of Drainage Easement. The Developer does hereby grant and create a common, nonexclusive, perpetual drainage easement over and across the above-described roadway for the use and benefit of the present and future owners of the Tracts subject to these Covenants and for the use and benefit of the Association, who shall have the right to use the easement area for drainage purposes and to repair and maintain the same.

3. Grant of Sign and Landscape Easement. The Developer does hereby grant and create a common, nonexclusive, perpetual sign, mailbox and landscape easement over and across

the above-described roadway area for the use and benefit of the present and future owners of the Tracts subject to these Covenants and for the use and benefit of the Association. The Association has may use the easement area for construction of signage for the Development, Mailboxes and landscaping purposes and to repair, replace and maintain the same.

4. Grant of Road Slope Easement. The Developer does hereby grant and create a common, nonexclusive, perpetual road slope easement over and across the above described roadway area for the use and benefit of the present and future owners of the Tracts subject to these Covenants, who shall have the right to grade and slope the easement area in connection with maintaining the aforesaid roadway areas so long as such does not unreasonably interfere with any then existing utility lines located in the easement area when said work is performed.

5. Main Road. The Developer does hereby covenant and agree to construct, at the Developer's sole cost and expense, a roadway (sometimes referred to herein as the "Main Road") within the Easement Area. The Main Road will initially be constructed of gravel or other appropriate surface determined by the Developer. No later than two (2) years after the Main Road is constructed of gravel, the Developer, at the Developer's sole cost and expense, will pave the Main Road with a dust-free, all-weather surface. Once the Developer has notified the Association that the Main Road has been installed, maintenance, repair and replacement of the Main Road will be by, and at the sole cost and expense of, the Association (provided that the owner of any Tract, directly or indirectly, damaging the Main Road will indemnify the Association for any costs and expenses associated with remediating such damage and collecting such amounts from such owner(s)). Upon notice to the Association that the Developer has completed installation of the Main Road, the Developer will have no obligation to the Association or any other person for any claimed default of its obligations under this paragraph unless suit to enforce such obligation is instituted against the Developer within ninety (90) days of the date a memorandum of such notice is recorded in the deed records of Boone County, Missouri.

6. Driveways. Each owner of a Tract is responsible for constructing and maintaining a driveway which provides access to such owner's Tract. All drives accessing the Main Road from a Tract (whether intended to be temporary or permanent) must be constructed of a dust-free, all weather surface. Any such drive may be constructed at a location and in a manner only as approved by the Architectural Control Committee. No person may access a Tract from the Main Road except upon a driveway that complies with the provisions of this paragraph.

7. Abrogation of Easement. These Covenants, and the grant of easements contained herein, replace that certain Roadway and Utility Easement dated August 2, 2023 and recorded in the deed records of Boone County, Missouri as Instrument Number 2023012297 at Book 5779, Page 14 (the "Original Roadway Easement Agreement"). To be clear, the Developer, being the sole owner of the Property described in the Original Roadway Easement Agreement, does by these presents, hereby release and declare the Original Roadway Easement Agreement null and void and of no effect, disclaims all rights granted by the Original Roadway Easement Agreement, and terminates and abrogates the Original Roadway Easement Agreement as permitted by paragraph 9 of such document. This paragraph is intended to render null and void the Roadway and Utility Easement recorded in Book 5779, Page 14, in the office of the Recorder of Deeds of Boone County, Missouri.



## ARTICLE VI THE ASSOCIATION

1. Formation. The Glades Homeowners Association (the "Association") shall be formed for the purposes of owning and providing maintenance of the Main Road, the Mailboxes, signs and landscaping in the roadway easement described in these Covenants, and for the further purposes described in the Articles of acting as an association of the owners of a Tract of The Glades, and for the further purposes of enforcing any of the provisions of these Covenants which are to be enforced by the Association. The Developer shall cause the Association to be formed, by causing same to be incorporated under the laws of the State of Missouri.

2. Articles of Incorporation and Bylaws. The Developer shall cause the Association to be formed not later than December 31, 2023, by causing same to be incorporated in accordance with the general not-for-profit corporation law of the State of Missouri and substantially in the form of the Articles of Incorporation attached hereto as **Exhibit B** (the "Articles"). The Association shall organize, adopt, and execute a set of bylaws which are to serve as the operating documents for the administration of the Association. The bylaws shall be substantially in the form attached hereto as **Exhibit C**, which may be amended from time to time as provided in the Articles, the Bylaws, and applicable law.

3. Administration. The Glades shall be administered by the Association, which, in turn, shall be managed by a board of directors (sometimes referred to herein as the "Board" or the "Board of Directors") elected and constituted as hereinafter provided in these Covenants. The Board shall have general responsibility to administer The Glades, approve the annual budget of the Association, provide for the collection of Assessments from Members, and arrange and direct or contract for the management of The Glades, and otherwise administer with respect to any matter generally pertaining to enhancing, maintaining, benefitting and promoting The Glades.

4. Board of Directors. The first Board shall consist of three (3) Directors elected in the following manner: The members of the first Board shall be named by the Developer and shall serve until their successors are duly elected and qualified. Thereafter, so long as Jeffrey C. Hemme is serving on the Architectural Control Committee (or the Developer has the right to appoint the member(s) of such committee), the Directors shall be natural persons elected by the Developer. These Directors are not required to be owners of a Tract. Except for Directors appointed by the Developer, Directors shall be natural persons holding interests in Tracts, other than the Developer, elected by a majority of the members of the association existing at the time of the election.

5. General Powers and Duties of the Association. The Association, for the benefit of all owners of a Tract and their lessees, shall provide for, and shall acquire and shall pay out of the Maintenance Fund hereinafter provided for, the following:

a. All maintenance, repairs, replacements, servicing and upkeep for the Main Road (including, without limitation, reasonable snow removal), the Mailboxes, signs and any sign and landscaping easements, or similar easements which are established to the benefit of The Glades and/or the Association; all maintenance, repairs, replacements, servicing, and upkeep when deemed necessary to the following, including, but not limited to: any trail, bikeway, pedestrian

pathway, mailboxes, entryway monument, entryway structure, sign, lighting, electrical systems, irrigation systems, berms, stormwater detention areas, decoration and any other structures or improvements placed in any easement area for the benefit of The Glades and/or the Association;

b. A policy or policies insuring the Association and its members, and its Board against any liability to any persons, including owners of a Tract or their invitees or tenants, with such limits as the Board shall, in its sole and absolute discretion, from time to time, determine appropriate. The annual limits of coverage shall be reviewed at periodic intervals by the Association's Board. Such insurance shall be payable to the Association in trust for the benefits of the Association and the owners of a Tract. The Association shall also obtain Worker's Compensation Insurance to the extent necessary to comply with any applicable laws and statutes of the State of Missouri;

c. Upon ten (10) days' notice to the manager or the Association's Board, and upon the payments of a reasonable fee set by the Association's Board, the furnishing to any Tract Owner a statement of his account setting forth the amount of any unpaid Assessments or other charges due and owing for such owner;

d. When the Association's Board, in its sole and absolute discretion, deems it advisable to do so, the retaining of the services of such accountants, attorneys, managers, employees and other persons as the Board shall, in its sole and absolute discretion, deem necessary in order to discharge the Association's duties;

e. The cutting of grass and weeds within all landscaping easement areas and any other easement areas established for the benefit of the Association;

f. Establishing reasonable rules and regulations governing the use of the Main Road, the Mailboxes, sign and landscaping easements (including, without limitation, establishing a speed limit on the Main Road) so as to protect the privacy of all owners of a Tract, in the use and enjoyment of their Tracts;

g. Providing for the payment of Assessments, general and special, levied against or by reason of the Main Road, the Mailboxes, or landscaping easement which is separate and apart from amounts assessed against the servient Tract Owner;

h. Obtaining, providing and paying for any other materials, supplies, furniture, 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 these Covenants, or the Association's Bylaws, or by law, or which in the Association's opinion shall be necessary or proper for the maintenance and operation of The Glades as a first class rural development, or for the enforcement of any restrictions set forth in these Covenants;

i. In the discretion of its Board, providing for the maintenance and repair of any portion of any Tract or of any dwelling or outbuilding or improvement located on any Tract or of any utility line located inside a Tract, if such maintenance or repair is reasonably necessary, to protect the Association or the Main Road or landscape or sign easement, or The Glades, or any



part, portion or aspect of the value of The Glades or the Survey, or any part thereof, or any other portion of a dwelling or outbuilding or any other dwelling or outbuilding, or of a Tract, when the Tract Owner or Tract Owners of said Tract have failed or refused to perform said maintenance or repairs within a reasonable time after written notice of the necessity of said maintenance or repairs has been delivered by the Association's Board; provided, however, that no such written notice shall be required in case of an emergency; and provided further, however, that the Board shall levy a special individual Tract assessment against the Tract and Tract Owner or Tract Owners for the cost of the maintenance or repairs, which shall constitute a lien upon the Tract and its improvements, in addition to the lien hereinafter provided for ordinary assessments; or

j. Enforcing any provision of these Covenants.

6. Entry Into Tracts. The Association, or its agents, or its Directors, may, upon reasonable notice except in case of emergency, enter any Tract when necessary in connection with any lawn maintenance, or any other maintenance or construction or reconstruction for which the Association is responsible, or which it is authorized or empowered to perform. It, or its agents or directors may likewise, after reasonable notice (which shall not be required in the case of reasonable emergency) enter any dwellings or other improvements contained on any Tract and any lawn, contained on any Tract, or any improvement contained on any Tract for maintenance, repairs, construction or painting, if same is reasonably necessary in connection with any maintenance or construction for which the Association is responsible or which it is authorized to perform. Such entry shall be made with as little inconvenience to the owners of a Tract as practicable, and any damage caused thereby shall be repaired by the Association, at the expense of the Maintenance Fund established as hereinafter provided for.

7. Tract Owner Upkeep of Property. The owners of all Tracts shall be obligated to perform all lawn maintenance, irrigation, landscaping work, and services of any nature whatsoever necessary to cause their Tract and all lawns, trees, shrubs, landscaping, buildings, and other improvements thereon located kept and maintained in a clean, safe, neat, and aesthetically pleasing manner within standards of reasonableness. In the event of any dispute over the standards set forth above, such dispute shall be resolved by either the Board acting in its sole discretion, the Architectural Control Committee or by the Developer, if prior to the authority of the Board. Any decision made by either a majority vote of the Board, the Architectural Control Committee or by the Developer in its sole discretion shall be final and binding upon all parties.

8. Limitation Upon Power of Association and Board. The powers of the Association and its Board 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 (other than for the purpose of replacing or restoring portions of the Main Road, the Mailboxes, landscape or sign easements, or improvements on Tracts destroyed or damaged payable out of the insurance proceeds actually received, subject to all of the provisions of these Covenants) having a total cost in excess of Ten Thousand Dollars (\$10,000.00), nor shall the Association or its Board authorize any structural alterations, capital additions to, or capital improvements to the Main Road, the Mailboxes, or landscape or sign easements requiring an expenditure in excess of Ten Thousand Dollars (\$10,000.00), without in each case obtaining the prior approval of a majority of the members of the association and obtaining the written approval or waiver of any mortgagee holding

any deed of trust on at least three (3) Tracts, provided any such mortgagee notifies the Board of its ownership and desire to have the right to so approve.

9. Rules and Regulations. A majority of the Board may adopt and amend administrative rules and regulations and such reasonable rules and regulations as it may deem advisable for the use, operation, maintenance, conservation and beautification of the Main Road, the Mailboxes, or landscape or sign easements, and for the health, comfort, safety and general welfare of the owners of a Tract and occupants of dwelling or outbuildings located on the Tracts, and for the general appearance of The Glades.

10. Active Business. Nothing hereinabove contained shall be construed to give the Association or its Board authority to conduct an active business for profit on behalf of the Unit Tract Owners or any of them.

## ARTICLE VII MEMBERSHIP IN THE ASSOCIATION

1. Membership in the Association. The Association shall consist of Tract Owners. Each Tract Owner, as herein described in these Covenants, to which title has been conveyed to by the Developer, its assignees, or successors in ownership shall automatically become a member of the Association upon conveyance. The member shall be subject to the jurisdiction of the Association as a member, subject to all applicable Assessments set forth in these Covenants, and entitled to all rights and privileges bestowed on members as set forth in these Covenants. Membership is mandatory for all Tract Owners and may not be opted out of. Each Tract shall be granted one (1) membership in the Association, regardless of the number of individuals or any other entity or entities listed as the Tract Owner of record. Membership in the Association cannot, under any circumstances, be partitioned or separated from ownership of the Tract. No Tract Owners or owners shall execute any deed, lease, mortgage, or any other instrument transferring an interest in the Tract without inclusion therein of both the Tract Owner's interest in the tract and the corresponding membership in the Association. Once a membership attaches to a Tract, the membership is non-severable under any circumstances. Any such deed, lease, mortgage, or instrument devised to transfer the interest in a Tract without expressly including the transfer of the corresponding membership shall be deemed to have included the transfer of the membership.

2. Voting Rights. The Association shall have one class of voting membership. Members shall have one (1) vote at all Association meetings for each Tract in which they hold a membership interest as set forth in these Covenants. When more than one (1) person or other entity holds such an interest in any Tract, all such persons or entities shall be deemed a sole member and retain one (1) vote per corresponding tract. In no event shall one (1) Tract be entitled to more than one (1) vote.

## ARTICLE VIII ASSESSMENTS, MAINTENANCE FUND, AND OTHER EXPENDITURES

1. Creation of a Lien and Personal Obligation for Assessments. The Developer, for each Tract contained within The Glades and for all present and future Tract Owners of each such

Tract, hereby agrees, and each Tract Owner of each Tract within The Glades by acceptance of a deed therefore, 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, or the duly authorized officers, representatives, or agents of the Association: (1) the Initial Assessment hereinafter described; and (2) Annual Assessments and charges hereinafter described; (3) and any and all Special Assessments and charges of any kind or nature whatsoever, however denominated, provided for by these Covenants.

All such sums and Assessments shall be fixed, established and collected from time to time as provided in these Covenants. All such Initial Assessments, Annual Assessments and Special Assessments, and other sums and Assessments, together with interest thereon and costs of collection thereof as may be hereinafter provided for, shall be a charge on the Tracts, and each of the Tracts, and shall be a continuing lien upon the Tract and each of the Tracts against which each such assessment or charge is made. Each such assessment or charge shall also be the joint and several personal obligation(s) of the person or persons who were the Tract Owners of the Tract at the time when the assessment fell due. The personal obligation shall not pass to such Tract Owner's successors in title unless expressly assumed by them.

2. Purpose of Assessments. The Assessments levied by the Association shall constitute the Maintenance Fund (defined below), and shall be used exclusively by the Association to discharge its duties and obligations as provided for by these Covenants, and for the purpose of promoting the recreation, health, safety and welfare of the owners of a Tract and residents of The Glades, and in particular for the enforcement of those covenants and all terms hereof, and all restrictions set forth in these Covenants and for the improvement, maintenance and beautification of, and the providing of maintenance, repairs, services, and facilities for, the Main Road, the Mailboxes, or landscape or sign easements. To discharge such other duties and obligations as shall be conferred upon the Association by the terms and conditions of these Covenants, including, but not limited to, the maintenance and repair of the Main Road, the Mailboxes, or landscape or sign easements, and any other duties as needed which may be deemed necessary by the Association or its Board that are not expressly set forth in these Covenants.

3. Maintenance Fund. The Initial Assessments, Annual Assessments or charges, and Special Assessments (all as defined herein) established and collected under the terms of these Covenants shall constitute a fund to be known as the "Maintenance Fund."

4. Initial Assessment and Annual Assessment. All Tracts within The Glades shall each become, and thereafter perpetually be, subject to an Initial Assessment and, thereafter, Annual Assessments as follows:

a. Initial Assessment. When a Tract is conveyed, the grantee thereof (other than the Developer) shall be immediately subject to an Initial Assessment in the sum of One Thousand Dollars (\$1,000.00) for such Tract ("Initial Assessment"). The conveying party shall be obligated to cause the grantee to immediately remit to the Association the Initial Assessment for such Tract and shall be personally responsible for seeing to it that such remittance is made. To clarify, each time a Tract is conveyed, the grantee of such Tract is obligated to remit the Initial Assessment in the amount of One Thousand Dollars (\$1,000.00) to the Association and the grantor

of such Tract is liable to the association if such remittance is not made upon the transfer of such Tract. The Initial Assessment is in addition to the Tract Owner's liability to the Association for the Annual Assessment (paragraph b below of this Section).

b. Annual Assessment. Each Tract which is owned by a party other than Developer shall, commencing with January 1 of that year which next begins following the date when the Tract became subject to the Tract Owner's Initial Assessment, be subject to "Annual Assessments." The first Annual Assessment for a Tract Owner other than the Developer shall, therefore, be due and owing on the first day of that calendar year which next begins after the Tract becomes subject to the Initial Assessment. Annual Assessments are due and owing on January 1 of each calendar year and must be paid to the Association within thirty (30) days of such date, or as otherwise determined by the Board. Once a Tract becomes subject to the Annual Assessments provided for by this paragraph b), such Tract shall thereafter be perpetually subject to such Assessments. The Annual Assessments may be adjusted, up or down, by the Board of the Association, as of January 1 of each calendar year, in the Board's discretion. The Annual Assessment for each calendar year is One Thousand Dollars (\$1,000.00). For purposes of clarity, beginning January 1 of the calendar year following the calendar year in which the Developer transfers a Tract to another person, such other person shall be liable for the Annual Assessment. That is, if a Tract Owner (the "grantor"), other than the Developer, transfers a Tract to another person (the "grantee"), the grantor remains liable for the entire Annual Assessment for the calendar year the grantor transfers the property to the grantee, and the grantee is responsible for the Annual Assessment thereafter. Nothing in this Declaration is intended to limit the grantor (as used in this paragraph) from collecting a pro-rated (or any other) share of the Annual Assessment from the grantee (as used in this paragraph).

c. Increases and Decreases in Assessments. Each of the Initial Assessment provided for by paragraph a above of this Section, and the Annual Assessments provided for by paragraph b above of this Section can be adjusted, up or down, as of January 1 of each year, at the discretion of the Association's Board. If any of the Assessments provided for by this Section are to be altered, up or down, by the Board, then the Board shall, either prior to or during the first sixty (60) days of a calendar year, notify each Tract Owner of the sum of the Assessments which shall be in effect for such calendar year, and in the absence of such notification, the Assessments for such calendar year shall continue in the amounts established for the previous calendar year.

d. Installments. Initial Assessments shall be due and owing, in one lump sum, as of the date when the Tract becomes subject to the Initial Assessment. The Board may, in its discretion, elect to have Annual Assessments be paid/payable in monthly, semi-annual, or quarterly installments, instead of annually, as the Board determines appropriate. The sum of each Assessment or installment must be paid within thirty (30) days of the date when due and if not so paid, shall be Late.

5. Special Assessments. In addition to the Initial and Annual Assessments authorized above, the Association may levy in any assessment year, a special assessment, as determined by the Board, against all Tracts (or less than all Tracts) which are subject to assessment as of the end of such year, applicable to that year only (individually a "Special Assessment" or collectively the "Special Assessments"), for the following purposes:

a. Capital Improvements. The cost of any construction or reconstruction, or unexpected repair or replacement of the Main Road and the Mailboxes, or otherwise determined to be for the mutual or common benefit of all owners of a Tract of The Glades, and any necessary fixtures and personal property related thereto.

b. Remediation of Violations. If a Tract Owner fails to satisfy any maintenance obligations imposed upon such Tract Owner by these Covenants, by providing for the maintenance, repairs and replacements of the dwelling or outbuilding improvements, lawns and landscaping located within the boundary lines of his Tract, as required by these Covenants, and if the Association's Board, in its reasonable discretion, deems the performance of such maintenance, repair or replacement to be necessary to protect the Association, or the Main Road, the Mailboxes, or landscape or sign easements, or any Tract or any portion of a dwelling or outbuilding located within any Tract, or any of the values of all or any part of The Glades, and if the Tract Owner has failed or refused to perform said maintenance, repair or replacement within a reasonable time after written notice of the necessity for same has been delivered by the Board (provided, however, that no such written notice shall be required in the case of an emergency). Special assessments ("Special Tract Assessments") provided for by this Section 5.b shall be added to, and become a part of the assessments to which the Tract is subject, and shall constitute a lien upon the Tract, and shall be enforceable in that manner provided for in the provisions of this Article VIII.

c. Special Tax Bills for Public Improvements/Common Improvements. All costs assessed against the Association for all public improvements, whether now or hereafter existing, which benefit The Glades, or any substantial number of Tracts located within The Glades, as determined by the Association's Board.

d. Special Assessment for Replacement or Non-Periodic Maintenance. In the event a necessity for a replacement of or for any capital improvement located within any portion of the Main Road, the Mailboxes, or landscape or sign easements, should occur, and in the further event the sum of the Annual Assessments then on hand shall be insufficient to cover the costs of such repair or replacement, together with the sum of other costs to be paid therefrom, or shall not have established a sufficient reserve for such repair or replacement (such reserve, while advisable, is not a requirement hereunder), then the entire sum of the costs of such repair or replacement, or of any non-periodic maintenance or repair of any kind or nature whatsoever shall be apportioned equally among all of the Tracts then subject to Annual Assessments, and that portion of such costs apportioned to each such Tract shall constitute a Special Assessment against each such Tract.

e. Shortages. In the event the Annual Assessments to be paid to the Association shall, in any year, be insufficient to enable the Association and its Board to perform the Association's duties and obligations under these Covenants, then the excess of the costs incurred by the Association in performing its duties and obligations, over and above the sum of the annual Assessments paid to the Association in such calendar year, shall constitute a Special Assessment of all Tracts which are subject to such Assessments as provided for by these Covenants. Such Special Assessment shall be equally apportioned among all such Tracts which are subject to such Assessments under these Covenants.

6. Uniform Rate of Assessment. In all cases, the rates of those Assessments stated in these Covenants must be fixed at a uniform rate for all Tracts which are subject to the specific Assessments, with the exception Special Tract Assessments.

7. Alteration of Number of Tracts. It is understood that each Developer reserves the right to amend the Survey by changing the number of Tracts, by subdividing Tracts, and by changing the boundary lines of Tracts. Any Tracts owned by the Association shall be considered part of the roadway easement, and not a Tract, and shall not be subject to Assessment.

8. Enforcement of Assessments. All Assessments provided for by these Covenants (or if the sum of any installment of such Assessments as established by the Board) shall be delinquent if not paid within thirty (30) days of the due date thereof. Each such Assessment (or any installment thereon) not paid within thirty (30) days of the due date thereof, shall immediately be subject to a daily Late Payment charge at the interest rate of 18% per annum until paid. Such daily 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 these Covenants. The Assessment and Late Payment Charge must be paid by the Tract Owner of the applicable Tract.

All Assessments and accrued Interest thereon, at such rates, at the rates described in this Section, and all costs of collection incurred by the Association in seeking to enforce payment of an Assessment, and Interest thereon, 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 Tract Owner to the Association, and the Association may collect such Assessments (and all subsequent Assessments). All costs of collection of Assessments, including reasonable attorney's fees, shall be added to and shall constitute a part of such Assessments and shall be chargeable and collectable as part of the Assessments. The Board or any officer or officers of the Association, or any Managing Agent hired by the Board to manage the affairs of the Association, may enforce Assessment as follows:

a. All Assessments provided for by these Covenants shall constitute the personal obligations of the owners of a Tract who own those Tracts which are charged with said Assessment. If more than one person owns a Tract, then such obligation shall be the joint and several obligations of all such persons who own said Tract. In addition, such Assessment shall constitute a lien against the owner's Tract and all improvements located thereon, including any residence located thereon, if not paid in a timely manner.

b. In addition to any lien arising from an unpaid Assessment (and the accumulated and accrued interest thereon), all costs incurred by the Association in collecting said Assessment from said Tract Owner(s), including the Association (or other applicable government entity's) attorney's fees, court costs, and other litigation expenses, shall be added to and shall likewise constitute a part of the Assessment which constitutes a lien against said Tract. Said costs of collection also shall be chargeable to and collectible personally from any Tract Owner who fails to pay same in a timely manner.

c. The Association, acting through its Board, or any member of such Board or any officer, or its Managing Agent, if any (or any applicable government agency in the event of a



Special Assessment under these Covenants), may collect said Assessment by a lawsuit against the Tract Owner(s). Alternatively, or in addition, the Association or applicable government, or their agents or assigns, may foreclose its lien against the Tract charged with the Assessment lien, and recover as a part of such action all interest, costs, and attorney's fees of such foreclosure action of such lawsuit, or both.

d. No Tract Owner may waive or otherwise avoid liability for the Assessments provided for in these Covenants because of the non-use of a Tract or the non-use of the Main Road, the Mailboxes, or sign or landscape easements. Tract Ownership of a Tract shall be all that is necessary to become liable for the payment of an Assessment under these Covenants.

e. The lien to secure the payment of an Assessment shall be in favor of the Association (or any applicable governmental entity, in the event of a Special Assessment pursuant to these Covenants) and the Board of the Association (or any applicable governmental entity) shall have the discretion as to whether or not to enforce said lien, and as to the manner of such enforcement.

f. Any lien against a Tract may be foreclosed upon in the same manner as a mortgage against real property under any available foreclosure procedures allowable under Missouri law the manner and means of which to be determined by the Association Board or any applicable government authority.

9. Relation of Assessment Lien to Other Liens and Encumbrances. An Assessment lien in favor of the Association (or any applicable government authority) shall be subordinate to the lien of any mortgage or deed of trust which is placed against any Tract and filed of record in the office of the Recorder of Deeds of Boone County, Missouri, at any time prior to the effective date of the Assessment lien. Said Assessment lien shall be superior to the lien of any mortgage or deed of trust filed of record against any Tract subsequent to the date of the recordation of notice of such Assessment lien by Association (or any applicable government authority).

10. Exempt Property. The following property subject to these Covenants shall be exempt from the assessment created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Main Road and sign and landscaping easements; (c) all Tracts owned by the Developer until sold, rented, leased or occupied as a residence; provided, however, that no property used or held for residential purposes shall be exempt from assessment and that no property owned by the Developer shall be exempt from any Special Assessment levied by any applicable government authority pursuant to these Covenants.

## ARTICLE IX MODIFICATION

Changes to the Covenants. The covenants, restrictions and provisions contained herein may at any time hereafter be amended, modified or abrogated upon the written consent of Developer; provided however, after Developer no longer owns any of the Tracts (or holds any beneficial interest in any Tract), the covenants, restrictions, and provisions contained herein may

be amended, modified or abrogated upon the written consent of the owners of two-thirds (2/3) or more of the Tracts subject to the provisions of this document.

**ARTICLE X  
ENFORCEMENT**

The Association, the Developer and any owner of any above described Tract subject to the provisions of this document may enforce the provisions of this document and shall have the right to proceed in law or in equity, or both, against any person or persons violating or attempting to violate any of the provisions of this document, including the remedy of injunction or damages, or both, and said remedies are cumulative and not exclusive, and in any said legal proceedings the prevailing party shall have the right to recover from the other party all reasonable litigation expenses including reasonable attorney fees. The Association, may, but has no obligation to, remediate any violation of these Covenants without the need for court order and by any peaceful means necessary, all at the sole cost and expense of the corresponding Tract Owner, which costs and expenses shall be and do constitute a lien on such Tract. Each Tract Owner, by accepting a deed for the Tract Owner's Tract, shall be deemed to have covenanted and agreed, and shall have covenanted and agreed, that such Tract Owner totally and completely and unconditionally releases, discharges and exonerates the Association, its Board of Directors and its officers, employees, contractors, and designees, from all actions taken by them pursuant to these Covenants, and from all Special Tract Assessments which arise out of or are imposed pursuant to these Covenants, provided only that the Association, its officers, Board of Directors, employees or designees or contractors exercise good faith and their best judgment.

**ARTICLE XI  
MISCELLANEOUS**

Invalidation of any one of the provisions of this document by judgment or court's decree shall not in any way affect the validity of the other provisions herein which shall remain in full force and effect.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGE TO FOLLOW]**



IN WITNESS WHEREOF, the Developer has executed this document as of the 31st day of August, 2023.

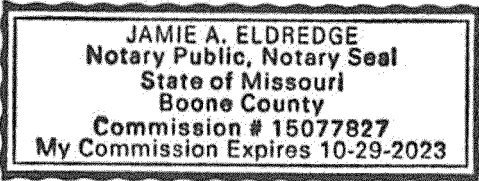
Hemme Construction, LLC, a Missouri limited liability company

By: Jeffrey C. Hemme  
Jeffrey C. Hemme, Manager

STATE OF MISSOURI    )  
                                          ) ss.  
COUNTY OF BOONE    )

On this 31<sup>st</sup> day of August, 2023, before me appeared Jeffrey C. Hemme, to me personally known, who, being by me duly sworn did say that he is the manager of Hemme Construction, LLC, a Missouri limited liability company, and that said limited liability company has no seal, and that said instrument was signed in behalf of said limited liability company by authority of its operating agreement, and said Jeffrey C. Hemme acknowledged said instrument to be the free act and deed of said limited liability company.

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



Jamie A. Eldredge  
Jamie A. Eldredge, Notary Public  
Commissioned in Boone County

MORTGAGEE'S SUBORDINATION AGREEMENT

First Midwest Bank of the Ozarks, a corporation and holder of the Note secured by the Deed of Trust recorded in Book 5689, Page 12, Deed Records of Boone County, Missouri, does hereby subordinate said Deed of Trust to the above-described Covenants.

Dated this 31 day of August, 2023.

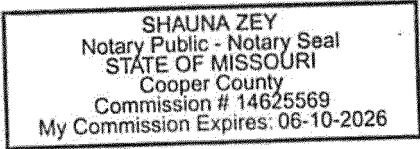
First Midwest Bank  
[mortgage holder name]

By: Nathan Anderson  
Name: [Signature]  
Title: Vice President

STATE OF MISSOURI )  
                                  ) ss.  
COUNTY OF BOONE )

On this 31 day of August, 2023, before me personally appeared Nathan Anderson [name], Vice president [title] of First Midwest Bank of the Ozarks [mortgage holder], a corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same with due authority of such bank's shareholders and board, as the free act and deed of said bank.

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



Shauna Zey  
Shauna Zey, Notary Public  
Commissioned in Cooper County

**EXHIBIT A**

**Legal Description**

LOTS 1, 2 AND 3 OF THE GLADES, PLAT NO. 1, A SUBDIVISION IN A PORTION OF SECTION 26, TOWNSHIP 48, RANGE 14, BOONE COUNTY, MISSOURI, EACH AS SHOWN BY THE SURVEY THEREOF RECORDED IN BOOK 57, PAGE 18 OF THE RECORDS OF BOONE COUNTY, MISSOURI.

AND

FIVE (5) TRACTS OF LAND LOCATED IN THE SOUTH HALF OF FRACTIONAL SECTION 26, TOWNSHIP 48 NORTH, RANGE 14 WEST, AND PART OF NEW MADRID CLAIM NUMBER 64, BOONE COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED BY THE TRUSTEE'S DEED RECORDED IN BOOK 5689, PAGE 11 AND BEING ALL OF TRACTS A, B, C, D, AND E OF THE SURVEY RECORDED IN BOOK 5779, PAGE 17.

**EXHIBIT B**

**Form of Articles of Incorporation**



**State of Missouri**  
**John R. Ashcroft, Secretary of State**  
Corporations Division  
PO Box 778 / 600 W. Main St., Rm. 322  
Jefferson City, MO 65102

**Articles of Incorporation of a Nonprofit Corporation**

*(Submit with a filing fee of \$25.00)*

The undersigned natural person(s) of the age of eighteen years or more for the purpose of forming a corporation under the Missouri Nonprofit Corporation Act adopt the following Articles of Incorporation:

1. The name of the corporation is: The Glades Homeowners Association

2. This corporation is a Mutual Public or Mutual Benefit Corporation.

3. The period of duration of the corporation is Perpetual  
"Perpetual" unless stated otherwise

4. The name and street address of the Registered Agent and Registered Office in Missouri is:  
Daniel S. Simon 2635 S PROVIDENCE RD STE 105 COLUMBIA MO 65203  
Name Address City/State/Zip

5. The name(s) and address(es) of each incorporator:  
Hemme, Jeffrey C. 2301 Chapel Plaza Ct Suite 1 Columbia MO 65203  
Hemme, Orié M 2301 Chapel Plaza Ct Ste 1 Columbia MO 65203-6324  
Hemme, Noah B 2301 Chapel Plaza Ct Ste 1 Columbia MO 65203-6324

6. Will the corporation have members?  YES  NO

7. The assets of the corporation will be distributed on dissolution as follows  
If the Corporation shall be voluntarily or involuntarily dissolved pursuant to the laws of the State of Missouri, the assets of the Corporation in the process of dissolution shall be applied and distributed as follows:  
a. All liabilities and obligations of the Corporation shall be paid, satisfied and discharged, or adequate provisions shall be made therefor;  
b. Assets held by the Corporation upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements;  
c. Assets held with a charitable, religious, eleemosynary, benevolent, educational or similar use, but not held upon a condition requiring return, transfer or conveyance by reason of the dissolution, shall be transferred or conveyed to one or more domestic or foreign corporations, trusts, societies or other organizations engaged in a charitable, religious, eleemosynary, benevolent, educational or similar activity pursuant to a plan of distribution adopted as provided by the laws of the State of

Name and address to return filed document:  
Name: Dan Simon  
Address: Email: dan@dansimonlaw.com  
City, State, and Zip Code: \_\_\_\_\_

Articles of Incorporation of a Nonprofit Corporation

Missouri dealing with nonprofit corporations;

d. Any remaining assets shall be distributed, in equal shares, to the Owners of the tracts located within the Development, with Common Areas and Common Elements being conveyed to all tract owners as equal tenants in common; provided, however, that the Attorney General of the State of Missouri shall be notified of the intention to so distribute such assets, in writing, at least thirty (30) days prior to such distribution.

---

8. The corporation is formed for the following purpose(s):

The purpose or purposes for which the Corporation is organized is or are as stated in the Declaration recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ of the deed records of Boone County, Missouri.

---

*(Please see next page)*

Articles of Incorporation of a Nonprofit Corporation

9. The effective date of this document is the date it is filed by the Secretary of State of Missouri unless a future date is otherwise indicated:

\_\_\_\_\_ *(Date may not be more than 90 days after the filing date in this office)*

In Affirmation thereof, the facts stated above are true and correct:

*(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 375.040, RSMo)*

Must be signed by all Incorporator(s):

_____ <i>Signature</i>	_____ <i>Printed Name</i>	_____ <i>Date of Signature</i>
_____ <i>Signature</i>	_____ <i>Printed Name</i>	_____ <i>Date of Signature</i>
_____ <i>Signature</i>	_____ <i>Printed Name</i>	_____ <i>Date of Signature</i>

**EXHIBIT C**

**Form of Association Bylaws**



**BYLAWS  
OF  
THE GLADES  
HOMEOWNERS ASSOCIATION**

Adopted: August 31, 2023

**BYLAWS OF  
THE GLADES HOMEOWNERS ASSOCIATION**

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**BYLAWS OF**  
**THE GLADES HOMEOWNERS ASSOCIATION**

**Article I.**  
**Name and Location.**

Section 1. Name. The name of the corporation is The Glades Homeowners Association (“the Association”).

Section 2. Principal Office. The principal office of the corporation shall be located in 2301 Chapel Plaza Court, Suite 1, Columbia, Missouri 65203, Boone County, Missouri, or at such other place as the Association’s Board of Directors shall from time to time designate (the “Principal Office”).

**Article II.**  
**Definitions.**

Section 1. Terms Defined. The following terms shall have the following meanings when used in these Bylaws:

(a) General Definitions. “Declaration” means the “Declaration of Covenants, Conditions, Reservations, Easements and Restrictions of The Glades,” made by Hemme Construction, LLC, a Missouri limited liability company (the “Developer”) and recorded in the records of Boone County, Missouri, as amended.

(b) 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 they are defined to have in the Declaration.

**Article III.**  
**Membership in the Association**

Section 1. Tract Owners Members. Every tract Owner of a tract owned by a party other than the Developer and the Developer’s assignees shall be 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 provisions of 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 membership in the Association appurtenant to the ownership of any tract which is subject to assessment by the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any tract which is subject to assessment by the Association. Ownership of a tract shall be the sole qualification for membership in the Association. Membership in the Association cannot, under any circumstances, be partitioned or separated from ownership of a tract subject to the jurisdiction of the Association. Any covenant or agreement to the contrary shall be null and void. No tract Owner shall execute any deed, lease, mortgage or other interest in the tract and his or her corresponding membership in the Association,

lease, mortgage or instrument purporting to 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 Developer, or those to which it assigns all or any part of its rights as the Developer under the terms of the Declaration shall have the rights set forth in the Declaration and these Bylaws and shall become a member upon and following the termination of the Developer Period as hereinafter provided, for each tract in which the Developer (or its successor) holds the interest required for membership by this Article III. The Developer shall also be a member before termination of the Developer Period for all tracts in which the Developer resides upon or holds such tract for residential rental or lease purposes.

#### **Article IV. Voting Rights**

Section 1. One Class of Voting Rights. The Association shall have one (1) class of voting memberships. The qualifications for membership, and the identities of the members, and the nature and extent of the voting rights of 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 corporation, 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 tract contained within the Development to a person other than Developer (or its successor), whichever shall last occur. Thereafter, the annual meetings of the members of the Association shall be held within the first 180 days following the close of each calendar year, at such times as the Board of Directors shall determine appropriate.

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. Said meeting shall be called by a written notice, authorized by a majority of the Board of Directors, or upon a petition signed by twenty percent (20%) of the Members of the Association having been presented to the Association's Secretary. The notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the members 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 notice of any annual or special meeting of the members shall be sent by the Secretary of the corporation to all members via U.S. Mail, postage prepaid, or electronic mail at least ten (10) days and not more than forty (40) days prior to the meeting. Such notices shall be addressed to the members at their respective addresses as recorded upon the membership books of the Association. Notice may also be accomplished by service of same upon the member at his or her tract or last known address. Notice by either such method shall be considered as notice served. Any notice shall state the place, day and hour of the meeting and the purpose or purposes for which it is called. No notice of any annual or special meeting of the members is required if all members file with the records of the meeting written waivers of such notice. In the absence or disability of the Secretary, notice as provided for in this Section may be sent out by any such officer as may be designated by the Board of Directors.

Section 5. Waiver of Notice. A member may waive notice of any membership meeting in writing, regardless if the member attended 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 twenty percent (20%) of the members of the Association, 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 or the Declaration, or by the Association's Articles of Incorporation, or by law, decisions at membership meetings shall be by the majority vote of the members present. If a quorum is not present, a majority of the members present can adjourn the meeting to another date and time not less than forty-eight (48) hours from the time the original meeting was called, unless otherwise required by the Declaration at which time the quorum requirement shall be reduced by one-half (1/2). No notice of such date and time shall be required.

Section 7. Proxies. A member may appoint any other member or the Developer or the manager or managing agent of the Association, if any, as his or her proxy. In no case may any member, (except the Developer 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 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 or she be present, otherwise by the Vice President, or in his or her or her 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.

Section 10. New business. In the case of special meetings, the foregoing items Section 9(a) through Section 9(d), both inclusive, shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meetings.

Section 11. Action Without Meeting. Any action by the Members required or permitted to be taken at any meeting may be taken without a meeting if a majority of the members of the Association 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 Members.

## **Article VI. Directors**

Section 1. Number and Classification. As long as the Developer owns a beneficial interest in a tract (such period referred to as the "Developer Period"), the Board of Directors of the Association shall consist of three (3) Directors or some other odd number of Directors as shall from time to time be established by the Board of Directors of the Association immediately prior to the Annual Meeting at which Directors are to be elected.

(a) During the Developer Period, all Directors shall be natural persons elected by the Developer (who need not be tract Owners).

(b) After the Developer Period, the Board of Directors shall consist of three (3), five (5), seven (7), or some other odd number of Directors (as determined by the Board of Directors immediately prior to the Annual Meeting of Members at which Directors are to be elected), who must be Owners of ownership interests in tracts, elected by the members of the Association.

(c) During the Developer Period, all Directors shall be elected at the annual meeting of the Association's members and shall serve for one (1) year and until their respective successors are duly elected and qualified.

(d) Prior to the first annual meeting of the members of the Association which is to be held after termination of the Developer Period, the then Board of Directors shall determine the number of persons who shall constitute the Board of Directors for the coming year. At such meeting, all Directors shall be elected. All Directors elected after the Developer Period must be natural persons, who are tract Owners of tracts, or who hold ownership interests in tracts. The Directors elected as such meeting are elected for the following terms:

(i) One-third (1/3) of the Directors shall be elected to serve a term of office of three (3) years. One-third (1/3) of the number of Directors to be elected shall serve a term of office of two (2) years. The remaining Director(s) shall serve a term of office of just one (1) year. If the number of Directors is not divisible by 3, then the number shall be divided up or down to the nearest whole number. For example, if the number of Directors is five (5), two (2) officers shall be elected for three (3) years, two (2) for two (2) years, and one (1) for 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 Directors 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.

(e) 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.

(f) 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 or her reasonable discretion.

(g) 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 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. The Board shall fill vacancies in its membership occurring between elections. A Board member, who is absent without sufficient cause (such sufficient cause being determined within the sole and absolute discretion of the remaining members of the Board by the majority vote thereof) from three (3) consecutive meetings of the 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 or her 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 the Developer shall be filled by the remaining Directors elected by the Developer.



Section 4. Management. The management of the Corporation'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 the Developer Period, prior to the conclusion of the Developer Period, and shall not, prior to the termination of such Developer Period, employ any professional manager, managing agent or management firm for a term extending beyond the termination of the Developer Period. 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; provided, however, that during the Developer Period, all Directors shall be elected at each annual meeting of the members, meaning that such Directors shall hold office for a term of one (1) year only.

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 or her successor as provided in Article VI, Section 3.

Section 7. Compensation. Directors, as such, 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 of the Board of Directors shall be delivered to each Director via hand delivery, electronic mail, or U.S. Mail, postage prepaid, at least six (6) days prior to the date of such regular meeting and shall contain the time, place, and purpose of the meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President at any time. Notice of special meetings shall be delivered to each Director via hand delivery, electronic mail, or U.S. Mail, postage prepaid, at least three (3) days prior to the

date of such regular meeting and shall contain the time, place, 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 upon 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 or her 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 tract 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 tract 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; provided, however, that during the Development Period 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 Vice-President, 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 if the Board of Directors determines such to be the case.

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 or she 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 or she shall sign all notes, agreements, conveyances or other instruments in writing made and entered into for or on behalf of the Association. He or she 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 or she may, in his or her 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 or her 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 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 or her 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 or she shall have custody of the seal of the Association; he or she shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; and he or she 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 or she 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 or her capacity as an officer of the Association. No remuneration shall be paid to any officer for services performed by him or her 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 or she 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 tracts) 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 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 Developer) 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 her 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 Board of Directors or a majority thereof or is noted in the minutes, and the Board authorizes, approves or ratifies 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 or she 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, provided that, during the Developer Period, the Association shall not employ any professional manager, for a

term extending beyond the termination of Developer Period, and shall not delegate any of its responsibilities for a term extending beyond the termination of the Developer Period.

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 Managers by the Declaration. Each tract Owner shall have the duty and obligation to perform the maintenance upon his or her, her or their tract imposed upon him or her, her or them by the Declaration, and shall be required to perform with respect to each tract, all maintenance not specifically imposed by the Declaration upon the Association and/or the Board of Managers. The tract 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 tract 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 tract Owner, to enter into any tract or any Apartment at any hour considered to be reasonable under the circumstances.

Section 5. Limitation of Liability. The Association, and its Directors, and its officers, shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for out of the Maintenance Fund established by the Declaration, or for injury or damage to person or property caused by the elements or by the Owner of any tract, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the Owner or occupant of any tract for loss or damage by theft or otherwise of articles which may be stored upon any of the Common Elements. No diminution or abatement of maintenance fund assessments as provided for by the Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements, or the Units or the buildings located thereon, or from any action taken by the Association to comply with any law or ordinance or with the order or directive of any municipal or other governmental authority. The directors, officers and the employees of the Association, and the Association itself (except to the extent of the cost of procuring same), 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**

Section 1. Assessments Provided in Declaration. This Article XI of these Bylaws shall be identical in form and content to assessment provisions of the Declaration, which such provisions are 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 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 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) members of the Association, who are not a 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 Corporation does not have a 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 directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any assistant secretary or assistant Treasurer.

Section 7. Insurance. The Association's Board of Directors shall have the duty to obtain and maintain fire and casualty insurance to the extent reasonably available on any reasonably insurable improvements owned by the Association. The Association's Board of Directors, in its discretion, shall obtain, at the expense of the Association:

(a) Such other fire and casualty insurance and physical damage insurance as it finds to be appropriate;

(b) Such public liability insurance coverages and liability insurance coverages (in such amounts and for such limits) as it finds to be 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;

(d) Officers' and Directors' Liability Insurance Coverage, covering the Officers and Directors of the Association, to the extent the Board shall find to be appropriate; and

(e) Such other insurance coverages as the Board finds to be appropriate in its discretion. The Association's Board of Directors shall have the authority (but not the obligation) to enforce requirements imposed by the Declaration upon tract Owners that tract Owners obtain any insurance coverages.

### **Article XIII. Amendment**

Section 1. Amendment as in Declaration. 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 by the Developer during the Developer Period, and, following termination of the Developer Period, by affirmative vote of a majority of the members present at any meeting of the members at which a quorum is present, and which is duly called for that purpose. Amendments may be proposed by the Board of Directors or by a petition signed by members representing at least twenty percent (20%) of the voting members. 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 XIV. Conflict With The Declaration**

Section 1. Conflict. In the event any of the provisions of these Bylaws, or any provision of an amended version of these Bylaws, conflicts with the terms and provisions of the Declaration in any way whatsoever, these Bylaws shall be deemed to be subordinate and subject to all provisions of the Declaration. All of the terms hereof except where clearly repugnant to the context, shall have the same meaning as in the Declaration. In the event of any conflict between these 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.

Adopted as the Bylaws of The Glades Homeowners Association, a not-for-profit corporation of the State of Missouri, effective the 31st day of August, 2023 (same being attached to the Declaration, as the first Bylaws of the Association).

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

\_\_\_\_\_  
Jeffrey C. Hemme

\_\_\_\_\_  
Orie Hemme

\_\_\_\_\_  
Noah Hemme

**SECRETARY OF THE ASSOCIATION:**

\_\_\_\_\_  
Jeffrey C. Hemme