



8 0 4 0 2 7 7

Tx:4022298

2019R003754

FILED AND RECORDED ON:

12/30/2019 12:52:47 PM

REC FEE: 90.00

MARION COUNTY

HARLA FRIESZ

RECORDER OF DEEDS

PAGES: 23

Title of Document: Declaration of Covenants, Conditions and Restrictions of
Minnow Creek, a Subdivision in Marion County, Missouri

Date of Document: December 30, 2019

Grantor/Grantee: Minnow Creek Subdivision, L.L.C., a Missouri Limited Liability
Company

Grantee's Mailing Address: 8954 County Road 422
Hannibal, Missouri 63401

Legal Description: See Pages 1-2

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MINNOW CREEK SUBDIVISION IN MARION COUNTY, MISSOURI

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made as of the date on the signature page hereof by MINNOW CREEK SUBDIVISION, L.L.C., a Missouri Limited Liability Company, (herein referred to as "the Developer").

WHEREAS, Developer is the owner of the real estate described as:

A tract of land being part of the Southwest Quarter of Section 23, Township 57 North, Range 5 West of the Fifth Principal Meridian, Marion County, Missouri being more particularly described as follows;

Commencing at a found monument at the Southwest corner of the Southwest Quarter of said Section; thence South 89 degrees 46 minutes 03 seconds East along the South line of said Southwest Quarter a distance of 1086.87 feet; thence leaving said South line North 01 degrees 08 minutes 53 seconds East a distance of 19.58 feet to a #5 rebar set on the Northerly right-of-way of U.S. Route 36 and being the True Point of Beginning; thence continuing North 01 degrees 08 minutes 53 seconds East a distance of 314.49 feet to a #5 rebar set; thence North 89 degrees 46 minutes 03 seconds West a distance of 150.00 feet to a #5 rebar set; thence North 01 degrees 08 minutes 53 seconds East a distance of 810.68 feet to a found iron pin; thence South 89 degrees 34 minutes 48 seconds East a distance of 979.93 feet to a found iron pin; thence North 01 degrees 29 minutes 34 seconds East a distance of 1497.26 feet to a found stone on the North line of said Southwest Quarter; thence South 89 degrees 19 minutes 47 seconds East along said North line a distance of 678.94 feet to a found iron pin at the Northeast corner of said Southwest Quarter; thence leaving said North line South 01 degrees 16 minutes 01 seconds West along the East line of said Southwest Quarter a distance of 1899.26 feet to a found iron pin; thence leaving said East line North 88 degrees 50 minutes 54 seconds West a distance of 280.96 feet to a found iron pin; thence South 01 degrees 10 minutes 50 seconds West a distance of 643.67 feet to a found iron pin on the Northerly right-of-way of U.S. Route 36; thence along said Northerly right-of-way the following six courses South 88 degrees 52 minutes 52 seconds West a distance of 55.62 feet to a found right-of-way marker; thence South 73 degrees 56

minutes 56 seconds West a distance of 254.66 feet to a found right-of-way marker; thence South 88 degrees 52 minutes 52 seconds West a distance of 246.06 feet to a found right-of-way marker; thence North 78 degrees 35 minutes 21 seconds West a distance of 302.47 feet to a found right-of-way marker; thence South 78 degrees 52 minutes 18 seconds West a distance of 283.18 feet to a found right-of-way marker; thence North 89 degrees 41 minutes 11 seconds West a distance of 113.48 feet to the point of beginning, containing 59.91 acres more or less.

All as per Survey #17-0004 as made in May 2017 by Norman D. Ellerbrock, Missouri Professional Land Surveyor #2001011921.

EXCEPTING THEREFROM: A tract of land being part of the Southwest Quarter (SW-1/4) of Section Twenty-Three (23), Township Fifty-Seven (57) North, Range Five (5) West of the Fifth Principal Meridian, Marion County, Missouri being more particularly described as follows: Commencing at a found monument at the Southwest corner of the Southwest Quarter (SW-1/4) of said Section; thence South 89 degrees 46 minutes 03 seconds East along the South line of said Southwest Quarter (SW-1/4) a distance of 1086.87 feet; thence leaving said South line North 01 degrees 08 minutes 53 seconds East a distance of 19.58 feet to a #5 rebar set on the Northerly right of way of U.S. Route 36 and being the true point of beginning; thence continuing North 01 degrees 08 minutes 53 seconds East a distance of 314.49 feet to a #5 rebar set; thence South 04 degrees 18 minutes 29 seconds East a distance of 315.48 feet to a #5 rebar set on the Northerly right of way of U.S. Route 36; thence South 89 degrees 41 minutes 11 seconds East along said North line a distance of 30.00 feet to the true point of beginning, containing 0.11 acres more or less. All as per Survey #17-0004 as made in October 2017 by Norman D. Ellerbrock, Missouri Professional Land Surveyor #2001011921.

WHEREAS, Developer desires to impose this Declaration upon all of the real estate and/or Lots (as defined in Article I below) for its own benefit and for the benefit of all future owners of the Lots referred to herein, and

WHEREAS, Developer desires that this Declaration shall constitute covenants running with the land and the present and all future successive owners of the real estate and/or Lots (as defined in Article I below) described herein shall have the right to invoke and enforce the same;

NOW, THEREFORE, MINNOW CREEK SUBDIVISION, L.L.C., a Missouri Limited Liability Company, herein referred to as Developer, does hereby impose the covenants, conditions and restrictions contained herein on all of the above described real estate and Lots and all Lots referred to herein and any improvements now or thereafter located therein. Said Lots and real estate shall be held, sold and conveyed subject to the covenants, conditions and restrictions contained herein, all of which are for the purpose of enhancing and protecting value, desirability and attractiveness of such real estate, said Lots and all improvements now or hereafter located thereon. These covenants, conditions and restrictions shall be considered covenants running with the land whether or not the same are mentioned in subsequent conveyances and shall be binding upon the Developer and its successors in title to the real estate and Lots and to its successors and assigns forever, and said covenants, conditions and reservations are as follows:

ARTICLE I
DEFINITIONS

Section 1. “Amenities” shall mean any community facilities as the Association deems appropriate.

Section 2. “Architectural Review Committee” shall mean the Developer or the Board of Directors of the Association or a committee appointed by the Developer and/or the Board of Directors with responsibility for overseeing architectural and structural continuity throughout the Development.

Section 3. “Association” shall mean and refer to Minnow Creek Subdivision Association, a Missouri non-for-profit corporation to be established as provided for in this Declaration.

Section 4. “Builder” shall mean and refer to a Person who or which purchase a Lot and builds or constructs a house upon such Lot with the intent of immediately selling that house and Lot to a third party without occupying the same.

Section 5. “Certificate of Substantial Completion” shall mean a certificate executed, acknowledged and recorded by the Developer stating that all of the Lots in the Development, as herein described, have been sold by the Developer and the buildings to be constructed thereon are substantially complete.

Section 6. “Certificate of Approval” shall mean a certificate executed by the Architectural Review Committee that a Building Plan Packet as required in Section 4, G of Article IV Architectural Control has been reviewed and approved allowing a Builder to begin construction.

Section 7. “Class A Member” shall mean a Lot Owner who is a member of the Association, other than the Developer. The qualifications for Class A membership are more fully set out in this Declaration.

Section 8. “Class B Member” shall mean a member of the Association who is the Developer or a Builder who has purchased a Lot with the intent of building a house and immediately selling that house to a third party without occupying the same.

Section 9: “Common Area” shall mean any common lots, common ground or common property as shown by the Plats, together with all other areas contained within the Development designated for the common use of the owners of more than one Lot or all of the Lots owners, together with any other real estate or improvements owned or maintained by the Association or intended for the common use of a number of Lot owners or all of the Lot owners and intended to be maintained by the Association. This includes the entrance areas, signs, landscape planters, storm water detention areas, Amenities, and any utility facilities. In addition, all areas within the right of way of Marion County streets, including landscaped medians, and other improvements, such a irrigation systems, plantings and retaining walls, shall be included in this definition. Trees, shrubs and plantings placed in the right of way by individual Lot Owners after purchase of their Lot shall not be considered part of the Common Area and shall not be maintained by the Association.

Section 10. “Common Elements” shall mean the Common Area and all structures and improvements erected or constructed thereon or contained herein or thereon, and all rights and appurtenances belonging, and all fixtures and equipment intended for the mutual use, benefit and enjoyment of the Lot Owners, or for the mutual use, benefit and enjoyment of the Lot Owners.

Section 11. “Declaration” shall refer to this document.

Section 12. “Development shall mean all of the real estate contained within the boundary lines of the Plats referred to above, as hereinafter provided for in this Declaration, and all improvements now or hereafter situated thereon, and all buildings now or hereafter situated thereon.

Section 13. “Developer” shall mean and refer to Minnow Creek, L.L.C., a Missouri Limited Liability Company, and its successors, and shall further refer to any person, persons, company or companies or entities to whom such limited liability company shall assign all or any portion of its rights as the Developer under the terms of this Declaration. A conveyance by the Developer by Warranty Deed or otherwise shall not be deemed to be an assignment of any of its rights as the Developer, unless such rights are specifically mentioned as described as such in such deed or conveyance. Such rights can only be assigned by a written deed, instrument or assignment by the Developer, including a specific recital in said document, which specifically refers to the rights of the Developer under this Declaration.

Section 14. “Lot” shall mean and include all Lots as shown on the Plats referred to in Section 17. Each Lot shall contain one single family dwelling. Any platted Lot which is designated by the Plat as “Common Area” or which becomes Common Area or which is declared by the Developer to be Common Area shall be excluded from the definition of “Lot”.

Section 15. “Lot Owner” shall mean the Person or Persons whose estates of interests individually or collectively aggregate fee simple ownership of a Lot.

Section 16. “Person” shall mean a natural individual, corporation, partnership, limited liability company, trustee or other legal entity capable of holding title to real property.

Section 17. “Plat” shall mean the Final Plat of Minnow Creek Subdivision, as herein described. If Developer makes additional tracts of real estate subject to the terms and conditions of this Declaration, the word “Plat” shall further be deemed to mean and include plats of the additional tracts of real estate so annexed to the Development.

Section 18. “Property” shall mean all the land, property and space comprising a parcel, all improvements and structures erected, constructed or contained therein or thereon, including any buildings, and all easements, rights and appurtenances belonging thereto and all fixtures and equipment intended for the mutual benefit or enjoyment of the Lots Owners.

ARTICLE II

USE RESTRICTIONS

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

Section 1. Use of Lots. The Lots shall be used for a residential community as per the Final Plats. There shall be no more than one single family dwelling located per Lot. No camper, trailer or other vehicle shall be used at any time for human habitation, temporarily or permanently. No boarders or roomers shall be permitted at any time either permanently or temporarily during or after the construction period. No Lot shall be subdivided by deed, plat, survey or otherwise into smaller Lots, tracts or parcels. Nothing herein shall prevent the Developer and others as approved and authorized by the Developer, from using temporary buildings or structures or any dwelling for a sales model, sales office or for storage purposes. The Developer, Builders and Lot Owners shall strive to minimize any clearing of the remaining trees during completion of Lot grading and infrastructure installation.

Section 2. Building Uses. No building shall be used for any purpose other than that permitted by the general zoning ordinances of the City of Hannibal, Marion County, Missouri, which are applicable

to the property. Specifically, except for the Common Areas, no Lot in the Development shall be used for any purpose whatsoever other than single family residential dwelling uses.

Section 3. Additional Structures. Additional and/or accessory structures or improvements including walls, fences, dog houses or similar items of any kind or nature whatsoever may be erected upon any Lot in addition to the basic dwelling, patio, walk, deck, porch and other improvements originally constructed by the Developer, Builder or Owner, if they meet guidelines set forth by the Developer, or the Architectural Review Committee and with prior written approval of the Developer, or the Architectural Review Committee. No additional storage shed or building of any nature whatsoever will be allowed to be erected upon any lot. Any dog house or storm shelter erected must be in the back of the Lot and out of sight from the street.

Section 4. Parking. Operative automobiles, vans, and pick-up trucks which are in good condition and repair and which are used with regular frequency are permitted to be parked on uncovered and non-enclosed parking spaces on any Lot. No more than one operative trailer, bus, van, camper, recreational vehicle, boat/boat trailer, or other mobile apparatus, which is in good condition and repair, may be allowed to be parked on an uncovered or non-enclosed parking space on any Lot if it meets guidelines set forth by the Developer or the Architectural Review Committee and with prior written approval of the Developer or the Architectural Review Committee. No vehicles in disrepair or in an inoperable condition shall be parked, left, or stored outside on any Lot for more than 24 hours. This Section shall not apply so as to interfere with the construction of buildings or the development of any part of the Development. All uncovered parking areas must be paved with the same material as the driveway.

Section 5. Nuisances. No illegal, noxious, noisy or offensive activities shall be carried on upon the Lots or upon the Common Areas, nor shall anything be done thereon which may be or may become a reasonable annoyance or nuisance to a Lot Owner or occupant of any Lot in the Development.

Section 6. Signs. No sign, other than one reasonable (1) "For Sale" sign shall be displayed on a Lot within the Development, except those identifying a Common Area building or structure, such as a pool or park and those signs used by a Builder or the Developer to advertise property before and during the construction and sale of a home. A "For Sale" sign may be posted for a period of no more than 360 consecutive days.

Section 7. Satellite Dishes, Exterior Wiring, Antennas or Installations. To the maximum extent permitted under applicable Federal laws and regulations, Developer and/or the Architectural Review Committee shall have the authority to control the type, location and placement of satellite receiver dishes, television receiver dishes, antennas or antennas designed to receive a direct broadcast satellite signals or service. Unless applicable law prevents such restriction, the location of any of the aforementioned dishes and antennas must be approved in advance by the Developer or Architectural Review Committee. No visible exterior wiring shall be permitted on the exterior

portion of any building or improvement situated upon any Lot, except as may be approved in advance by the Developer or Architectural Review Committee. No air-conditioning units or other types of appliances shall be installed or permitted which protrude through the walls, roof or window area of any building on any Lot, except as may be installed by the Owner in the originally approved construction or as may subsequently be approved by the Developer or the Architectural Review Committee.

Section 8. Livestock, Poultry and Pets. No animal, livestock, poultry or pet of any kind shall be raised, bred or kept upon or in any portion of the Development, except traditional, domesticated pets shall be permitted. No dog, cat or other permitted household pet shall be kept, bred or maintained in the Development for any commercial purpose. No dog, cat or other pet shall be kept in the Development if it becomes a nuisance by reason of unreasonable barking, noise, vicious propensities or other causes. No dog, cat or other pet shall be permitted to run at large off the Lot of the pet owner unless such pet is on a leash and under control of a competent person. All dogs, cats and other pets must be controlled by the owner of such pet or pets and maintained consistent with existing city ordinances of the City of Hannibal, Missouri. If the Association receives three (3) complaints of a violation of the provisions of this paragraph against a pet owner in regard to any said dog, cat or other pet the Association shall have the right to require removal of said animal from the Development.

Section 9. Trash - Storage and Disposal. All trash, rubbish, garbage and other materials being thrown away or disposed of by Lot Owners on the premises must be placed or contained in bins or containers. All such bins or containers must be fly-tight, rodent proof, non-flammable, reasonably water proof and shall be covered. These bins or containers shall be stored in garages on the premises. The contents of said containers must be removed from the Lot at least once each week. No household trash shall be burned on a Lot. Uncontained trash bags may be placed on the curb of a Lot only for a period not to exceed eight (8) continuous hours in any week so as to facilitate collection by a trash collection service.

Section 10. Temporary Structures. Developer may waive this provision to allow use of temporary construction trailers or buildings on lots during construction of buildings or other improvements, which in no case shall be allowed to be placed on a site more than two weeks prior to beginning construction and shall not remain for more than two weeks after the completion of construction.

Section 11. Open Fires. No open fires shall be permitted within the Development, with the exception of: (a) outdoor fires contained in a grill and used for the preparation of food to be consumed on the premises and/or (b) fires contained in an outdoor fireplace or contained fire pit. No household trash, household garbage or household waste shall be burned within the Development.

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

Section 13. Storage. The outdoor placement of or storage of materials, equipment or other items on any outside portion of a Lot shall be prohibited, except items such as patio tables and chairs or other outdoor equipment located upon porches, patios or decks shall be permitted.

Section 14. Automotive Repair Prohibited. No automotive repair, rebuilding or any other form of automotive maintenance, whether for hire or otherwise, shall be permitted in the Development. Lot Owners may permit ordinary periodic maintenance for their motor vehicle within enclosed garages. Lot Owners shall be responsible for the removal of any noticeable oil or chemical stains from their own driveway. Said removal shall be completed as soon as practicable, but in no event shall any such stain be permitted to remain more than 90 days.

Section 15. External Changes. No significant or substantial external changes shall be made on or with respect to any buildings or improvements located within the Development or within any Lot, unless approved in advance in writing by the Developer or by the Architectural Review Committee. Any and all environmental and/or land disturbance changes that may arise after the sale of a Lot to a Builder and/or Lot Owner shall be the responsibility of such Builder and/or Lot Owner.

Section 16. Two, Three and Four Wheeled Recreational Vehicles. Golf carts, utility vehicles, powered scooters, mopeds or similar vehicles may be operated within the development, Common Areas, or within the Lots themselves. Dirt bikes, motor bikes, two-wheel, three-wheel, four-wheel or greater numbered wheel recreational vehicles may not be operated within the Development, Common Areas, or within the Lots themselves for purposes of recreation. All such vehicles must have a suitable muffler so as to provide for quiet operation. All such vehicles must be stored within a garage or other approved structure.

Section 17. Dumping Ground. No Lot shall be used or maintained as a dumping ground. No trash, junk, debris or refuse shall remain on any Lot for a period in excess of seventy-two (72) hours. All equipment used for the storage or disposal of trash, garbage or solid waste shall be kept in a clean and sanitary condition.

Section 18. Maintenance. All portions of Lots, including all landscaping, and all buildings, structures and improvements situated on the Lots shall be maintained in a highly clean, neat, safe, sanitary, debris free attractive and aesthetically pleasing condition. Improvements and buildings shall be maintained in good repair and condition, free and clear of all unsightly conditions. No dead and/or dying vegetation and/or trees shall be permitted within the landscaped and manicured areas of a Lot. No chipped, faded and peeling paint, brick and stone work requiring tuck pointing, roofs requiring repair or lawns requiring mowing, weeding or replacement shall be permitted. In the event any Lot Owner shall fail or refuse to maintain his property in a clean, safe, neat, attractive and aesthetically pleasing condition, or if such standards are disputed by the Lot Owner, the Developer or the Association shall notify the Lot Owner of the condition and advise that the condition must be corrected by the Lot Owner within 14 days of the date of such notice.

Section 19. Swimming Pool. Swimming pool, bath house, or other facilities that are part of the Development and are controlled by the Association, they are intended for the general use of the residents of the Development as shall be maintained and controlled by the Association according to this Declaration and any applicable By-Laws or Rules and Regulations.

Section 20. Other Swimming Pools. In-ground swimming pools may be permitted but shall not be installed without prior written consent of the Architectural Control Committee. Above ground pools are not allowed. However, small, seasonal, kiddie pools may be used during swimming season. Kiddie pools must not be visible from the street, and they may not be more than six (6) feet in diameter. Hot tubs may be permitted but shall not be installed without prior written consent of the Architectural Control Committee.

Section 21. Mailboxes. All mailboxes within the Development must match, meaning that mailboxes of the same type, scale, finish and appearance must be used. It is the intention that "identical" mailboxes shall, to the extent practicable, be used and that if it is not practicable to use identical mailboxes because mailboxes of the type initially used are no longer available, that any mailbox will as closely match the other mailboxes as is practicable. All mailboxes must be approved by the Architectural Control Committee. Any mailbox which does not satisfy the "matching" requirement shall be subject to rejection.

Section 22. Duration Limit on Construction. All construction of a residence on a Lot shall be completed within nine (9) months after the commencement of construction. No building shall be permitted to stand with its exterior in any unfinished condition for longer than four (4) months after commencement of construction, without prior written consent of the Developer or Architectural Control Committee.

Section 23. Sod and Landscaping. All landscaping shall be completed and in accordance with plans approved in writing by the Architectural Control Committee. All yards must be planted with seed and straw, hydro-seeding materials with fine leafed turf-type, tall, fescues, ryes or bluegrasses. All front lawns must be planted with sod from front line at house to street curb. All front lawns shall include a minimum of one tree being 2-1/2 inches in diameter and a minimum of three 3gallon shrubs and three 1gallon plants. No tree or shrub shall be maintained in such a manner as to obstruct the view of vehicular traffic.

Section 24. Gardens. Reasonable vegetable and/or general produce gardens are permitted but require written approval by the Architectural Control Committee prior to installation.

Section 25. Residential Use Only. Home offices for use of occupants of the residence are permitted, provided that they are not discernible from outside the residence; and customers, clients or patients are not received there for business or commercial purposes other than on an incidental basis. Specifically, but not limiting, home day cares are not permitted.

Section 26. Sidewalks. All sidewalks located within each lot must be hard surfaced; sidewalks must be four feet in width constructed with wire mesh. Four inch thick sidewalks will be placed along the complete front line of property and the side line, if it is a corner lot, four feet from the street curb. Erection and construction of sidewalks will be the Lot Owner's responsibility. All construction of sidewalks must be completed within nine months of the beginning of construction.

Section 27. Trampolines. Trampolines may be permitted in the Development if they are in good aesthetic and functional condition and are properly secured to the ground. Any trampoline must be placed in a location that is hidden from street view and the view of neighboring homes to the extent possible and require written approval by the Architectural Control Committee prior to installation.

Section 28. Firearms. No firearms of any kind are permitted to be discharged within the Development for recreational purposes.

Section 29. Drainage. It shall be the responsibility of the Lot Owner of each Lot to provide for adequate drainage from such Lot Owner's Property and/or improvements thereon. It shall be required that each Lot Owner must direct all roof drains to permeable surfaces to the extent possible. Neither the Developer, nor any Architectural Review Committee, nor the Association or its Board, shall have any liability, obligation or responsibility under this Declaration or otherwise to assure a Lot Owner of adequate or appropriate drainage of groundwater, surface water or storm water. The responsibility to provide adequate drainage shall be the responsibility of each Builder and/or Lot Owner. Each Lot Owner must proceed reasonably in dealing with drainage of and across his Lot and in dealing with surface water to be drained from and across such Lot Owner's Lot. No Lot Owner shall unreasonably block, interfere with or obstruct the flow of surface water from other Lots and Property across such Lot Owner's Lot.

Section 30. Lot Maintenance and Tree Preservation. All Lots must be mowed, trimmed, and maintained by individual Lot Owners regardless of whether or not the dwelling has been constructed thereon.

ARTICLE III

THE ASSOCIATION

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

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

Section 3. Membership in the Association. There shall be two classes of membership in the Association: Class A (voting), Class B (voting and non-voting).

A. Class A

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

B. Class B

Class B membership is reserved for those lots owned by the Developer or Builders who purchase Lots with the intention of building and reselling homes are deemed to hold Class B non-voting membership rights in the Association, and such membership does not include any voting rights nor are Class B non-voting memberships responsible for paying Association annual assessments.

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

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

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

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

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

A. Class A

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

B. Class B

There shall be two classes of Class B membership, being Class B (voting), and Class B (nonvoting). One (1) Class B vote shall be allocated for each Lot owned by the Developer. No assessment of fees or charges shall be made to said Lots. The second type of Class B membership is Class B (non-voting), which designation is reserved for those Lots owned by Builders. A Builder, under the Class B (non-voting) designation, will not be assessed any annual assessments pertaining to the holding of such Lots during the fiscal year in which they purchase the Lot and thereafter. Upon the closing of the sale of a Lot with a home constructed by a Builder, the new Lot Owner shall be considered to hold a Class A membership in the Association.

Section 5. By-Laws. As soon as practical after the Certificate of Incorporation of the Association is issued by the Secretary of State of Missouri, the initial Board of Directors of the Association shall organize and adopt and execute By-Laws which are to serve as the operating documents for the

administration of the Association. Such By-Laws shall be in accordance with this Declaration and shall be managed by a Board of Directors elected and constituted as hereinafter provided in this Article.

Section 6. Board of Directors. The Board of Directors shall: (1) have general responsibility to administer the Development; (2) approve the annual budget of the Association; (3) provide for the collection of annual, special, monthly or other assessments from Members; and (4) arrange and direct or contract for the management of the Development, and otherwise administer and promotion the Development, and otherwise administer with respect to any matter generally pertaining to enhancing, maintaining, benefitting and promoting the Development. The members of the first Board of Directors shall be named by the Developer and shall serve until their successors are duly elected and qualified. Thereafter, the Directors shall be elected by the Class A Members of the Association.

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

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

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

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

D. To obtain, provide and pay for any materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of this Declaration or the Association's Bylaws, or by law or which, in the operation of the Board of Directors, shall be necessary or proper for the maintenance and operation of the Development as a first-class development or for the enforcement

of any restrictions set forth in the Declaration, including but not limited to all maintenance items and services required to serve and keep functional and safe the Common Areas.

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

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

Section 8. Lot Owners' Upkeep of Property. The owners of all Lots shall be jointly and severally obligated to each other and to all other Lot Owners to perform all lawn mowing, fertilization, landscaping work and services of any kind or nature whatsoever which are required to cause their Lot and all lawns, trees, shrubs, landscaping, buildings and other improvements located thereon kept and maintained in a clean, safe, neat, attractive and aesthetically pleasing a condition as is reasonably possible. In the event of any dispute over the standards of maintenance, including the standards of cleanliness, safety, neatness, attractiveness and aesthetics and beauty, such dispute shall be resolved either by the Association's Board of Directors acting within its sole, absolute and unmitigated discretion, or by the Developer, if prior to authority by the Board of Directors. Any decisions made by a majority vote of the Board of Directors shall be binding upon all parties.

Section 9. Limitation upon Power of Association and Board of Directors. The powers of the Association and its Board of Directors as herein set forth shall be limited in that they shall have no authority to acquire and pay for out of the Maintenance Fund any capital additions and

improvements (other than for the purpose of replacing or restoring any improvements which have been damaged or which reasonably require replacement for any reason) having a total cost in an amount in excess of ten thousand dollars (\$10,000) without obtaining approval of a majority of the Class A Members

Section 10. Rules and Regulations. The Association's Board of Directors may adopt and amend administrative rules and regulations and such reasonable rules and regulations as it may deem advisable for the use, operation, maintenance, conservation and beautification of the Common Areas, and as per the requirements and procedures enunciated in the By Laws.

Section 11. Active Business. Nothing herein contained shall be construed to give the Association or its Board of Directors authority to conduct an active business for profit on behalf of the Association or the Lot Owners.

ARTICLE IV

ARCHITECTURAL CONTROL

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

Section 1. Architecture Review Committee. The Architectural Review Committee shall be the Developer or the Board of Directors of the Association, or persons appointed by the Developer. The Architectural Review Committee has final approval of any structural improvements of the Development.

Section 2. Role of the Architectural Review Committee. In no event shall the Board of Directors of the Association as the Architectural Review Committee consent to any exterior addition to, change to, or alteration of: external color or building material; erection or building of any structure; or building or improvement located within a Lot or the Common Areas, unless it is deemed to be in the best interests of the Association and the Development and is deemed to be in harmony with the external design, location, size, and appearance of the surrounding structures and topography and is deemed to be of at least the same quality as the then existing structures within the associated Lots and the Development.

No change shall be made in the exterior appearance of any building or other structure, or portions of structures, within the Development or property until such change has been approved by the Board of Directors of the Association, as Architectural Review Committee. It is the intention of this Declaration that the Board of Directors of the Association with its Architecture Review Committee, shall have architectural control over the entire Development

Section 3. Duty to Approve. Approval of building plan packets and specifications is at the sole discretion of the Architectural Review Committee or Developer, depending on the phase of

development. Plans and specifications approved for one specific Lot does not bind the Architectural Review Committee or Developer to approve the same or similar plans and specifications for any other Lot. The Architectural Review Committee shall strive to approve or disapprove of a proposed design or plan in writing within thirty (30) days after said plans and specifications have been submitted to it.

Section 4. Minimum Requirements. Whether or not Architectural Control rests with the Developer, or the Board of Directors/Architectural Review Committee, so long as this Declaration is in full force and effect, the following minimum building standards and architectural controls shall apply, unless expressly waived by the Developer or the Board of Directors/Architectural Review Committee, in writing, for good cause shown relating to topography of individual Lots, substrate or soil conditions, or configuration of the Lots or other reason giving justification for such waiver:

A. Each Lot Owner and/or Builder shall refer to the Plot Plan provided by the Developer for each specific Lot in the Development to determine the minimum front, side and rear set-backs required on each Lot. However, Developer and/or the Architectural Review Committee shall encourage each Lot Owner and/or Builder to exceed such minimum requirements. All driveways and driveway approaches shall be constructed with locations, dimensions and materials that are in compliance with Hannibal, Missouri, standards.

B. No building shall be erected or maintained on any Lot unless the entire exterior front wall and both side walls space of the building is composed of brick, stone, stucco, fiber cement siding products or a combination thereof, excluding back walls, windows, doors, without the prior written consent of the Developer or Architectural Review Committee. In addition, polypropylene and/or polymer shake products may also be used on the exterior front wall space. No steel or aluminum exterior siding shall be used on any dwelling.

C. All buildings shall have continuous standard foundations and basement walls of poured concrete. All houses must have at least six corners in the foundation on the front of the house.

D. Fences may be permitted. Plans for all fences must be submitted to the Developer or Architectural Review Committee for written approval prior to beginning construction or installation to ensure compatibility with local regulations, the Development, Lot topography and any adjoining Lots or properties. No privacy fences shall be permitted without the prior written consent of the Developer or Architectural Review Committee. Chain link fences constructed of black chain link fencing shall be allowed, but must have prior written consent by the Developer or the Architectural Review Committee.

E. Basketball goals are allowed. However, basketball goals may not be attached to the front or sides of the main Building or Dwelling on a Lot, nor may same be installed or kept or used within a street right-of-way.

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

1. For ranch style homes, 1,600 square feet of finished living space on the main level and a two (2) car attached garage;
2. For multi-level homes, 2,100 square feet of finished living space on the main and upper floors combined and a two (2) car attached garage.
3. All homes must have at least a 6/12 roof pitch.
4. No structure may be constructed within 25 feet of any front line or 5 feet of any side line.

The term “finished living space” as used in this subparagraph shall not include basement area, open porches, screened porches, patios or garages.

G. A building plan packet must be submitted for approval to the Developer or Architectural Review Committee prior to beginning construction and the Developer shall have the right to retain a copy of the packet and plans. The building plan packet shall include:

1. An informational cover page stating the Lot number, Owner name and contact information, Builder name and contact information, time line for building each structure and any other relevant information not otherwise included in this packet;
2. The proposed exterior materials and colors with an elevation drawing for all proposed buildings and structures, also including but not limited to roof pitch and mailbox design.
3. Complete floor plans with dimensions;
4. A plot plan showing:
 - (i) The exact location of the proposed building(s) and other structures, their orientation, and distance to the boundary lines from each side of the building(s);
 - (ii) Driveway, walkway, porch, patio, retaining walls, fences and any parking space location(s);
 - (iii) The existing tree line, any proposed clearing, and erosion control measures;
 - (iv) Mailbox location;
5. A landscape plan;
6. City issued building permit.
7. A copy of the Covenants and Restrictions signed by both the Builder and Lot Owner.

Section 5. Enforcement. Any construction, alteration, or other work done in violation of this Article shall be deemed to be non-conforming. Upon written request from the Developer or Architectural Review Committee, the Lot Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the construction, alteration, or other work. Should the Lot Owner fail to remove and restore as required hereunder, the Developer or Architectural Review Committee shall have the right to enter the property, remove the violation, and restore the property to the same condition as existed prior to the construction, alteration, or other work. All costs and interest may be assessed against the affected Lot and collected as a special assessment. In the event any Lot Owner is determined to be in noncompliance with the Architectural Review Committee, that Owner shall pay the sum of five hundred dollars (\$500) monthly to the Association.

ARTICLE V

ASSESSMENTS FOR MAINTENANCE FUND AND OTHER EXPENDITURES

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

Section 2. Amount and Setting of Annual Assessments to be paid to Association. From and after the conveyance of the first Lot to an owner other than the Developer the annual assessment upon each Lot, which shall be paid to the Association or to the Developer for remitting to the Association, shall be payable as hereinafter provided. All Class A Members shall be assessed a Four Hundred Dollar (\$400.00) annual assessment fee, prorated as of June 1 of each year. This annual assessment may be increased or decreased above or below the assessment for the preceding year by the Association's Board of Directors, without a vote of the membership, if required to meet the established cash requirements described in Section 1 of this Article, provided, however, if such increase increases the sum of the annual assessment by more than twenty-five percent (25%) over the prior year, the Board shall call a meeting of the Class A Members to discuss the same before setting the new assessment.

Section 3. Initial Membership Fee. Each time a Lot is conveyed to a Lot Owner and/or Builder by the Developer or any other Person, there shall be an initial membership fee in the amount of Four Hundred Dollars (\$400.00) payable to the Association or to the Developer. Any change in the ownership of a Lot after the construction of a home has been completed shall necessitate the new owner of the Lot to pay an initial membership fee pursuant to these provisions. The initial membership fee shall be in addition to the annual assessment. Such initial membership fee may be used by the Developer and/or the Association to pay expenses described in this Declaration and expenses deemed necessary by the Board of Directors and/or Developer which are for the purpose of promoting the enjoyment, health, safety, recreation or welfare of the Lot Owners of the Development and in particular, for the construction, improvement and maintenance of the Property and the services and facilities devoted to this purpose, and for the construction, improvements and maintenance of the Common Areas and the equipment and facilities related to the use and enjoyment of the Common Areas.

Section 5. Special Assessments.

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

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

B. Special Assessments for Replacements or Non-periodic Maintenance.

In the event the need for non-periodic maintenance, repair or replacement for any improvements located within or constituting Common Areas should occur, or in the event any unexpected replacement or maintenance shall be required with respect to any such improvements, and in the event the annual assessment for Lots shall be insufficient to cover the cost of such repair or replacement or shall not have established a sufficient reserve for such repair or replacement (a requirement that such reserve be established, although advisable, shall not be implied here from),

then the entire sum of the cost of such repair, replacement or non-periodic maintenance or repair shall be apportioned equally among all Lots (whether owned by Class A or Class B members), and that portion of such cost apportioned to each such Lot shall constitute a special assessment against each such Lot. Such special assessment shall be used to pay the cost of such repair, replacement or non-periodic maintenance or repair and shall be due and owing from each Lot owner in time to permit timely payment of the cost of such replacement, maintenance or repair. Special assessments provided for in this section shall constitute liens on the Lots and shall be enforceable in that matter hereinafter provided for in this Declaration for enforcement of all such assessments.

C. Special Assessments for Capital Improvements.

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

D. Special Assessments for Enforcement.

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

Section 6. Collection of Assessments. Both annual and special assessments shall be due and payable at such times and in such installments as the Association's Board of Directors shall determine and may be collected on a semi-annual basis. Payments will be made by bank draft on March 1 and September 1 of each year. The initial membership fee will not be prorated but annual assessment fees can be prorated.

A. Date of Commencement for Annual Assessments.

All of the annual and special assessments and any other assessments provided for in this Article shall apply to each Lot on the date when Class A membership is affixed to the Lot. The annual assessment provided for herein shall commence on the first day following the sale to any owner. The first annual assessment described under this Article shall be apportioned on a pro rata basis (i.e. adjusted according to the number of days remaining in the calendar year).

ARTICLE VI
GENERAL PROVISIONS

Section 1. Enforcement. The Association shall have the right to deny to any Class A Member, who is in violation of the provisions of this document, the use of the Common Area until said violation has been remedied to the satisfaction of the Association.

Section 2. Developer's Responsibilities. Until such time as the Association is duly incorporated and its Board of Directors duly elected, all powers vested in said Association shall be retained by Developer, whose authority and responsibilities shall be the same as those of said Board, including indemnification from the Association for any liabilities encountered by the Developer, as would apply to the Association or a Director of the Association. Actions by the Developer in this authority may not be subsequently overruled, changed or amended, except as provided herein and any waiver of any requirement herein by Developer shall be final notwithstanding the existence of any Board of Directors later organized or existing.

Section 3. Extension of Liability. Lot Owners are responsible for reimbursing the Association for any and all property damage and/or other destruction to Common Areas and other common property which is willfully, intentionally, or negligently caused by any Lot Owner or said Lot Owners children, pets, guests, agents and/or assigns.

– This Section is intentionally left blank. –