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RECORDING MEMORANDUM

Instrument: Declaration of Planned Community for Henley Estates

Grantors: Henley Estates, LLC
4115 E. Emerald Lane
Springfield, MO 65809

Grantee: Henley Estates Owners' Association
c/o SPRA Corp., Registered Agent
120 S. Central Ave., Suite 1600
St. Louis, MO 63105

Date: July 24, 2023

Legal Description: See Exhibit "A," which is attached hereto and incorporated herein by reference

County: Cole County, Missouri

Return to: Sandberg Phoenix
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This cover page is attached solely for the purpose of complying with the requirements stated in Mo. Rev. Stat. §§ 59.310.2 and 59.313.2 (2000). The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached instrument. In the event of a conflict between the provisions of the attached instrument and the provisions of this cover page, the attached instrument shall control.

DECLARATION OF PLANNED COMMUNITY FOR
HENLEY ESTATES

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DECLARATION OF PLANNED COMMUNITY FOR HENLEY ESTATES

THIS DECLARATION of Planned Community for Henley Estates is made this 19th day of July, 2023 (the "Effective Date") by Henley Estates, LLC, referred to herein as ("Declarant").

WHEREAS, Henley Estates ("Property" or "Subdivision") is the real property as more particularly described in Exhibit A excepting therefrom Lot 3, which is incorporated herein by reference; and

WHEREAS, the Declarant desires to set forth a plan of development for the Subdivision with sufficient flexibility to adapt to market conditions and demands; and

WHEREAS, the Declarant desires to establish effective and efficient governance of the Property, its planned purposes, and development, as more particularly set forth below.

NOW THEREFORE, the Declarant, for the mutual benefit of themselves and all successor owners of real property subject to this Declaration, bind the Property to this Declaration all as set forth herein as follows:

PART ONE: INTRODUCTION **ARTICLE I: DEFINITIONS**

1.1 "Association" means "Henley Estates Owners' Association" and its successors and assigns, is organized as a Missouri nonprofit corporation by virtue of filing of Articles of Incorporation ("Articles") with the Missouri Secretary of State.

1.2 "Board of Directors" or "Board" means the body designated to act on behalf of the Association.

1.3 "Common Expenses" means expenses or financial liabilities of the Association, including reasonable reserves as may be established by the Association.

1.4 "Common Ground" means, all as more particularly shown and described on the Plat, the entrance/Subdivision monument, the Henley Estates Court roadway marked as ingress and egress for Lots 1-2, 4-8, and the Lake Access Area, any such improvements on the Common Ground, and such other common areas as the Association may acquire in the future. The Common Ground shall be held and operated for the common use and enjoyment of the Owners.

1.5 "Community," "Subdivision," or "Henley Estates Community" means the Property subject to this Declaration. The Community does not include Lot 3 of Henley Estates, pursuant to said plat recorded in the records of Cole County, Missouri.

- 1.6 “Declaration”** means this instrument, as may be amended.
- 1.7 “Declarant”** means Henley Estates, LLC and their successors and assigns.
- 1.8 “Declarant Control”** means the duration of time during which the Declarant may appoint members of the Board as provided in Section 14.3 herein.
- 1.9 “Documents” or “Governing Documents”** means this Declaration, Plat, Articles of Incorporation, and Rules, and any amendments.
- 1.10 “Lot”** means real property as identified and marked as such on the Plat for separate ownership residential or commercial use and does not include Common Ground.
- 1.11 “Member”** means the record Owner of any Lot.
- 1.12 “Member in Good Standing”** means a Member who is current in the payment of all assessments or other monies owed to the Association.
- 1.13 “Nonprofit Corporation Act” or “NCA”** means the Missouri Nonprofit Corporation Act, Chapter 355, Mo. Rev. Stat., as may be amended.
- 1.14 “Ordinance”** means any applicable ordinance of any political subdivision of the State of Missouri that may have jurisdiction over the Property.
- 1.15 “Owner”** means any Person who has a recorded fee simple title of any real property subject to this Declaration or the Governing Document.
- 1.16 “Person”** means a natural person, corporation, business trust, estate trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity. If property subject to this Declaration is owned in a trust, “person” means the beneficiary of the trust rather than the trust itself or the trustee.
- 1.17 “Plat”** means any subdivision of real property subject to this Declaration of record in the land records of Cole County, Missouri.
- 1.18 “Property”** means the real property subject to this Declaration as more particularly described in Exhibit “A,” which is attached hereto and incorporated herein by reference.
- 1.19 “Residence”** means the residential dwelling structure located upon each Lot designated for occupancy.
- 1.20 “Rules”** means rules and regulations adopted by the Board pursuant to the Governing Documents.

1.21 “Security Interest” means an interest in any property subject to this Declaration created by contract or conveyance, which secures payment or performance of an obligation.

ARTICLE II: TAXATION, ALLOCATED INTERESTS AND OTHER COMMUNITY ASSOCIATIONS

2.1 Property Taxation. Each Lot constitutes for all purposes a separate parcel of real estate and shall be separately assessed and taxed. Common Ground shall not be subject to separate assessment or taxation.

2.2 Allocated Interests. The rights of the Owners shall be exercisable and appurtenant to, and in conjunction with, their ownership of property subject to this Declaration. Except for votes vested in the Declarant, common expenses and voting shall be allocated among the Owners based upon equality; i.e., each Lot (unless an exception applies as expressly provided for herein) shall pay the same assessment and each Lot shall have one vote of equal weight.

The Declarant, as provided for in Section 14.4, reserves the right to change each of these allocated interests in a reasonable and equitable manner to foster balanced governance and financial obligations amongst the Owners as the Community develops and is completed.

2.3 Ordinances. The Property is subject to the Ordinances.

PART TWO: COMMUNITY GOVERNANCE

ARTICLE III: ASSOCIATION

3.1 Creation, Name. There shall be a homeowners’ association, the name of which shall be “Henley Estates Owners’ Association” (“Association”).

The Association is organized as a Missouri nonprofit corporation under the NCA. In the event the Association is not organized as a nonprofit corporation, it nevertheless shall have full authority to exercise its rights and responsibilities under the Governing Documents.

3.2 Membership. In addition to the Declarant, each Owner of a Lot is automatically a Member of the Association by virtue of such ownership. Membership at all times shall consist exclusively of all the Owners.

3.3 Authority. No Owner, except an officer of the Board, shall have any authority to act for or on behalf of the Association, unless authorized in writing by the Board.

3.4 Board of Directors. There shall be a Board of Directors (“Board”) which shall act on behalf of the Association in all matters except as expressly limited by

Governing Documents, and shall be deemed to be the board of directors under the NCA if the Association is incorporated as a nonprofit corporation.

3.5 Indemnification. Except as may be otherwise provided in the NCA, or the Governing Documents, and except for their willful misconduct, the Members of the Association, the Board, and the officers of the Association, acting within their authority, shall not be individually, or personally liable for the debts, liabilities, or obligations of the Association, except to the extent of their Common Expense liability.

To the extent permitted by the NCA and all applicable laws, the Association shall indemnify every Director (including those appointed by the Declarant), officer, employee, agent, volunteer, and any other person that acts at the direction of the Association against any liability asserted against or incurred by such person in any such capacity or arising out of that person's capacity as such. The indemnification permitted under this Section shall be to the maximum extent permitted by law.

ARTICLE IV: ASSOCIATION POWERS AND DUTIES

The Association shall have the following powers:

4.1 Budgets. The power to adopt and amend budgets for the income and Common Expenses of the Association, and to levy and collect annual and special assessments from the Owners as provided herein.

4.2 Maintenance. The power to maintain, repair, replace, and improve the Common Ground, improvements thereon, as well as the authority widen Henley Estates Court and make any adjacent alterations all as more particularly provided herein

4.3 Easements, Lease, and License. The power to establish, grant, and dedicate easements, licenses, and leases in, over, and through the Common Ground, and to release any such easement, license, or lease.

4.4 Dedication. The power to dedicate and/or transfer any portion of the Property (including, but not limited to roads, electrical distribution systems, gas distribution systems, any water and sewer systems) to any utilities, public bodies, legal entities, or agencies that will operate such property for the public benefit and/or the benefit of the Members, so long as such party assuming such obligations is authorized by law to do so. Owner approval is not required to exercise such power.

4.5 Contracting. The power to enter into contracts and incur liabilities to carry-out the duties and obligations of the Association.

4.6 Rulemaking. The power to adopt and amend Rules to carry out the intent and purposes of the Governing Documents, including the power to adopt fees for use of improvements located on Common Ground.

4.7 Standing. The power to institute, defend, or intervene in litigation or administrative proceedings in its own name and on behalf of itself or two or more Owners on matters affecting the Property, the Association, or the Community.

4.8 Penalties. The power (a) to impose interest and charges for late payment of assessments and (b) after notice and opportunity to be heard, to levy reasonable fines and/or penalties for a violation of any provision of the Governing Documents.

4.9 Access. The power to access any portion of the Property reasonably needed for the Association to fulfill its duties and obligations. Such access shall not constitute a trespass.

4.10 Administrative Charges. The power to impose reasonable charges to a particular Lot for: (a) the preparation of resale certificates or trustee's letter, (b) information for transfer of ownership or occupancy, (c) statements of unpaid assessments, and (d) such other matters as may be requested by an Owner or required to be provided by the Association. In the event any professional services are required by the Association in connection with a request by an Owner, the fees incurred for such services shall be paid by or assessed against the Lot of said Owner.

4.11 Insurance. The power to purchase and maintain in force such insurance as deemed appropriate by the Board.

4.12 Assignment. The power to delegate the exercise of certain powers and duties to a legal entity authorized to accept such duties and obligations; such assignment shall be in writing and approved by: (1) the Declarant, which may be exercised so long as the Declarant owns a Lot, or (2) by agreement approved by 75% of the votes in the Association after the Declarant no longer owns a Lot.

4.13 Merger and Consolidation. The power for the Association to be merged or consolidated, which may be exercised by the Declarant so long as the Declarant owns a Lot, or (2) by agreement approved by 75% of the votes in the Association after the Declarant no longer owns a Lot.

4.14 Improvement District. The power to make application to local government to establish a Community Improvement District, Neighborhood Improvement District, or such other special taxing district as may be appropriate for the Property and the Association, with approval of the owners in accordance with Missouri law and to take all actions to maintain such a district.

4.15 Borrowing. The power to borrow funds by assignment of its rights to future income (including the right to collect assessments); however, the Board may not assign such income unless the Owners ratify such decision in the same manner as provided for the annual budget in Section 7.4.

4.16 Interpretation. The power to interpret and construe the Governing Documents, and to implement and to carry out the purposes and intentions of the Governing Documents for the benefit of the community as a whole.

4.17 Trash and Recycling Service. As a common expense of the Association, the Association may provide trash, recycling, and yard waste services; provided, however, each Owner shall be responsible for any special pickups or charges incurred due to the nature of the waste to be disposed of, i.e., bulk pickup or removal of construction materials.

4.18 Limitations on Board. The Board shall not have the power to take any action expressly reserved to the Owners or the Declarant by law, the NCA, or the Governing Documents.

4.19 General. The power to exercise such other powers as may be provided under law, the Governing Documents, and the NCA, and to exercise all other powers that may be exercised in Missouri by legal entities of the same type as the Association and any other powers necessary and proper for governing the Association in the best interests of the Community.

PART THREE: PROPERTY RIGHTS AND RESPONSIBILITIES

ARTICLE V: MAINTENANCE RESPONSIBILITIES

5.1 Association Responsibilities. The Association shall maintain, repair, and replace all Common Ground, and any improvements thereon, as a Common Expense of the Association.

In exercising the Association's maintenance responsibilities regardless of whether it is part of the Common Ground or a Lot, the Board shall exercise its business judgment as to the manner, schedule, costs, and other matters to carry out this responsibility. No alterations shall occur to the Common Ground without the expressed written permission of the Board. The Association is not responsible for damages or inconveniences resulting from the natural flow of water (surface and sub-surface) including settlement of a Residence.

5.2 Lot Maintenance. The responsibility to maintain, repair, and replace of the Lot is divided between the Owner and the Association as follows:

(a) Association Responsibility. For those components and improvements within the Community located on a Lot and otherwise designated as Common Ground pursuant to this Declaration and the Plat, the Association is responsible for maintenance, repair and replacement as a Common Expense of the Association. This includes the entrance/Subdivision monument (but not the easement area to such monument) and Henley Estates Court.

Further, the Association has the authority to widen Henley Estates Court and make any necessary improvements or alterations adjacent to Henley Estates Court to protect the integrity of Henley Estates Court even if such alteration or change may impact the natural flow of water.

(b) Owner Responsibility. The Owner is responsible for all improvements and portions of the Lot and Residence that is not maintained by the Association, which includes (without limitation) all structural and interior components as well as the foundation.

All costs related to the Owner's responsibility shall be at the Owner's sole cost. The Association may, after notice and opportunity to cure, enter upon a Lot and perform any maintenance as may be required to comply with the Governing Documents.

ARTICLE VI: EASEMENTS

6.1 Easement Appurtenant. Perpetual easements for the use and enjoyment of the Common Ground are hereby established appurtenant to all Lots for use by the Owners thereof, their families, guests, and invitees, subject to such Rules as may be adopted by the Board in regard to such use, from time to time.

6.2 Easements in Gross. The Property shall be subject to a perpetual easement in gross to the Association for ingress and egress, to perform its obligations and duties as required by the Governing Documents. Such easements include the right of the Association to widen Henley Estates Court and make any necessary improvements adjacent to Henley Estates Court to protect the integrity of Henley Estates Court.

6.3 Existing Easement. Easements as shown on any Plat of the Property are established and dedicated for streets and roads, electricity, gas, water and telephones and for all other public and private utility purposes, including but not limited to the right to install, lay, maintain, repair, and replace water mains and pipes, sewer lines, drainage, gas mains, telecommunications and/or internet wires and equipment, and electrical conduits and wires on the Common Ground.

6.4 Easement for Encroachment. Should any portion of any Residence or other improvements as constructed on any Lot overhang or encroach on an adjacent Lot or the Common Ground, the Owner of the Lot on which said improvements were constructed shall have an easement on such adjacent Lot or the Common Ground, as the case may be, to permit the overhanging or encroaching portion of such construction to remain in the same state and location as when said property was first occupied for residential use. It is understood that this provision is intended primarily to pertain to overhanging gutters, eaves and similar items of construction, but it shall nevertheless be construed broadly to include all forms of overhangs and construction.

6.5 Effect of Easements. All easements and rights established herein and/or on any Plat of the Property shall run with the land and inure to the benefit of and be binding on the Association, its successors and assigns, and any Owner, purchaser,

mortgagee, holder of a Security Interest, or other person having an interest in any portion of the Property herein described, whether or not such easements and/or the Governing Documents are mentioned or described in any deed of conveyance.

ARTICLE VII: ASSESSMENTS, BUDGETS, AND COLLECTION OF ASSESSMENTS

7.1 Objectives. The objectives of this Article are to foster financial stability of the Association, establish a budget process to meet the reasonable and necessary expenses of the Association with oversight by the Owners, and to provide flexibility to meet unanticipated circumstances. Assessments are the lifeblood of the Association, necessary to provide insurance, maintenance of Common Ground, and other critical services to protect the Property, and to preserve property values.

7.2 Covenant to Pay. Each Owner, regardless of the manner in which he acquired title to his or her Lot, including without limit, purchase at foreclosure or judicial sale, covenants to pay and shall be personally liable for all assessments any other charges or monies owed to the Association while he or she is Owner. The Owner at the time an assessment is due shall be personally liable, together with such charges as may be imposed under the Governing Documents. Personal liability for said assessment or other monies owed to the Association shall not pass to a successor in title unless he or she agrees to assume the obligation. Any such personal obligation may be enforced by suit.

7.3 No Waiver of Liability. Liability for assessments is an independent and affirmative covenant that may not be avoided by waiver of the use of the Common Ground, services rendered by the Association, by abandonment of the Lot, or by reliance upon any claim against the Association, Board, another Owner, or any third party.

7.4 Preparation and Ratification of the Budgets. Subsequent Section 14.4 herein, the Board shall adopt an annual budget, including an estimate of the income and Common Expenses of the Association, and each Owner's assessment to provide for the Common Expenses for the forthcoming year. The budget shall include a schedule of late fees and interest to be charged on delinquent accounts. If the Board determines that revenue is not sufficient to meet the Common Expenses, the Board may adopt a special assessment or increase the annual budget.

For each year following expiration or termination of Declarant Control, the Board shall deliver the proposed budget to the Members and set a date for a meeting of the Members to consider ratification. (No ratification shall be required, during the period of Declarant Control.) Unless a majority of Member votes in the Association reject the budget, the budget is ratified. A quorum is not required. In the event the proposed budget is rejected, the most recent budget shall be continued until such time as the Members ratify a subsequent budget proposed by the Board. This process is commonly referred to as "Budget Ratification."

7.5 Common Expenses Allocated to Fewer Than All Lots. Any Common Expenses incurred by the Association that benefits fewer than all of the Lots, shall be allocated solely to Lot(s) receiving the benefit. Any Common Expense for services provided by the Association to an individual Lot at the request of the Owner, and beyond the Association's duties expressed herein or assumed, shall be assessed against the Lot which benefits from such service. Any Owner, after notice and opportunity to be heard, shall be liable for any damages to any other Lot or Residence, or to the Common Ground, caused intentionally, negligently or by his failure to properly maintain, repair or make replacements to his Lot or Residence, or in connection with construction activities on the Lot.

Common Expenses of the Association that are not subject to allocation to fewer than all of the Lots are: (1) administrative costs of the Association including a management company or agent, (2) insurance for general liability, directors' and officers' (also known as errors and omissions), fidelity, or an umbrella policy, and (3) upkeep of Common Ground.

7.6 Payment Schedule and Acceleration. All assessments shall be due and payable annually. In the event that an assessment is payable in installments and is delinquent in excess of 60 days, the full amount of such assessment may be accelerated and collected as provided in this Article.

7.7 Lien for Assessments. In addition to each Owner's personal liability under Section 7.1, the Association has a lien against a Lot for any assessment, fines, or other monies owed to the Association.

(a) A lien under this Section is prior to all other liens and encumbrances on a Lot except for: (i) liens recorded prior to this Declaration, (ii) for real estate taxes and other governmental assessments or charges against the Lot, and (iii) any mortgage or deed of trust recorded before any assessments. However, any mortgage or deed of trust recorded on or after January 1, 2027 shall be junior to the Association's lien.

(b) The Association's lien shall be deemed perfected upon recording of this Declaration. A notice of the Association's lien, in the Board's discretion, may be recorded in the office of Recorder of Deeds, Cole County.

(c) If an Owner of a Lot subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until 60 days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code (or any successor code section) is lifted.

(d) The Association's lien may be foreclosed by judicial proceeding or by publication in like manner as a mortgage on real estate or power of sale under Mo. Rev. Stat. §§ 443.290 to 443.440 (2000). This remedy is independent of the Association's rights and remedies to recover against an Owner's personal obligation.

(e) In the case of any foreclosure of the Association's lien, the Association may give notice of its action to each lien holder whose interest would be affected.

(f) A lien in favor of the Association is not subject to the provisions of Mo. Rev. Stat. § 513.475 (2000) (homestead exemption).

7.8 Costs and Attorney's Fees. The Association shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent assessments or other monies owed to the Association. A judgment or decree in any action brought to recover unpaid assessments (or other monies owed to the Association) shall include costs and reasonable attorneys' fees for the prevailing party.

The Association may use the services of a collection agency and/or attorney to recover unpaid assessments, late fees, interest, costs, or other charges due to the Association. The Member shall be responsible for reasonable attorneys' fees and costs incurred.

7.9 Community Preservation Assessment. To foster the preservation and financial stability of the Association, a Community Preservation Assessment ("CPA") shall be payable to the Association at closing of any transfer of a Lot and shall be secured in the same manner as any other assessment owed to the Association. The initial CPA is set at Five Hundred Dollars (\$500.00) which may be adjusted by the Association by adhering to the Ratification Process; provided, however, such amount shall not exceed more than three times the annual rate of assessments levied against a Lot.

The following transfers of a Lot are not subject to the CPA: (a) transfer of a Lot for estate planning purposes, (b) acquisition of a Lot via foreclosure, deed in lieu of foreclosure, or delinquent property tax sales, (c) transfers due to death of a person with an ownership interest in the Lot, and (d) transfers due to marriage or divorce.

7.10 Exemptions. The Common Ground and any Lot exempt from taxes under the laws of the State of Missouri shall be exempt from assessments.

Further, any Lot that is owned by the Declarant, or a successor Declarant, shall be exempt for payment of assessments levied by the Association until the Lot is sold to a third party unaffiliated with the Declarant or a successor Declarant.

7.11 Interest and Late Fees. Assessments (and installments thereof, if any) shall bear interest and late fees as provided for in the By-laws.

**PART FIVE: RESTRICTIONS ON USE, COMMUNITY STANDARDS &
ENFORCEMENT
ARTICLE VIII: RESTRICTIONS ON USE**

8.1 Objective. This Article contains restrictions that are deemed reasonable for the preservation of an attractive community over time. The use of the property subject to this Declaration shall also comply with all applicable Ordinances.

8.2 One Residence Per Lot, Size and Construction. No more than one Residence shall be located on each Lot. Each Residence shall have a minimum of 3,000 square feet excluding any porch, basement, deck, patio, attic, or garage areas. All Residences shall be “stick frame” construction; thus, “shouses” and “bardominiums” are prohibited. No provision of these Declarations shall constitute or create a violation upon an existing structure; provided, however, the Declaration shall apply as to any renovations or alterations after recording of this Declaration.

8.3 Residential Use. Each Lot and Residence thereon shall be used solely for single family residential purposes, including unrelated persons living together as a single-family unit. No Residence, or any other structure, shall be used for a purpose other than the purpose for which it was originally designed. Further, no Residence, structure, or other building, or any portion of a Lot, shall be used in violation of any Ordinance, law, or result in an increase in the rate of insurance of the Association.

8.4 Occupancy. The number of occupants shall comply with the occupancy limitations of applicable Ordinances and standards of the Fair Housing Amendments Act of 1988 and the Missouri Human Rights Act. An entity, or trust, shall designate the person authorized to occupy the Residence.

8.5 Leasing. The Association deems it to be in the best interests of the community as a whole to preserve the Subdivision as a community in which the Lots are occupied predominantly by the Owners. Accordingly, the purpose of this Section 8.5 is to foster Owner-occupancy, foster stability among residents, inhibit transiency and protect property values by prohibiting owners from being able to lease unless a waiver is granted by the Board, and, then under such circumstances, reasonable regulations if a Lot is authorized to lease. This restriction shall not apply to any Lot owned by the Declarant.

(a) Definitions. For purposes of this Section:

(1) “Direct Family Member” means children, parent, grandchildren, grandparent, caregiver, in-laws, stepchildren, or siblings of the Owner.

(2) “Lease” means any agreement for the exclusive possession of the Lot that creates a relationship of landlord-tenant or lessor-lessee in which the record Owner does not occupy the Lot.

(3) “Owner-Occupied” means that the resident of the Lot is the record Owner

or a Direct Family Member of the Owner (and their families). In the event the Lot is owned by a trust, the Lot shall be deemed to be owner-occupied if the Lot is occupied by a beneficiary of the trust, as long as the beneficiary is also the grantor of the trust, or the Lot is occupied by the spouse or direct family member of the grantor of the trust.

(b) Restriction on Leasing. An Owner that acquires an ownership interest in a Lot shall be prohibited from leasing the Lot unless the Lot is owned by the Declarant. The Board may waive the limitation on leasing in this Section (b) for a reasonable period of time in the event of personal hardship or unanticipated circumstances such as military service, sabbatical, job transfer, medical conditions, economic or market conditions, or other reasonable cause. Any such waiver shall be in writing and signed by the Owner and the Board. In the event a waiver is granted, the Owner may lease the Unit for the term granted in accordance with the regulations in Section (c) below.

(c) Lease Regulations. Any lease permitted under this Section 8.5 shall be evidenced by a written lease agreement ("Lease") and, whether or not expressly set forth in the Lease, shall be deemed to include the regulations contained in this Section.

(1) Copy of Lease. The Owner shall furnish to the Board, at least ten (10) days before the commencement date, a copy of the executed Lease and a lease addendum if required by the Association ("Addendum"), as well as the names and contact information of the tenant and all occupants. The Lease shall comply with the Governing Documents.

(2) Persons Subject to Governing Documents. The Lease, Owner and tenant(s)/occupant(s) are subject to the provisions of the Governing Documents.

(3) Term of Lease. The Lease shall have an initial term of twelve (12) months. Any renewal or extension of the Lease shall be in writing and a copy submitted to the Board at least ten (10) days prior to its commencement date. Further, any lease renewal or extension may not exceed twelve (12) months at a time. No Lot may be sublet and no Lease may be assigned.

(4) Certification. The Owner certifies that he/she obtained a background check and provided a copy of the Governing Documents to tenant, and tenant certifies that he/she received said Documents, prior to signing the Lease.

(d) Short Term Rentals. No Lot may be leased on a nightly or monthly basis, or for transient or hotel purposes including home exchange, swap or via Airbnb®, VRBO® or their functional equivalent. Not less than the entire Lot may be leased. If a lease is voluntarily terminated within 180 days of commencement, the Lot may not be leased for 120 days after the date of termination.

(e) Assignment of Rights. The Owner assigns to tenant all rights and privileges related to occupancy of the Lot. The Owner retains the right to vote, the duty to pay assessments, fines and other charges by the Association, and the obligation to maintain

the Lot and carry a personal insurance policy on the Lot.

(f) No Time-Share. No Lot may be conveyed under a time-sharing plan.

(g) Rulemaking. The Board may adopt such rules, regulations, and forms as it deems reasonable and necessary to implement the provisions of this Section 8.5.

(h) Reasonable Restraint on Alienation. The leasing limitations of this Section shall be deemed a reasonable restraint on alienation and not a change in the use of Lots, which shall continue to be used for single-family residential purposes under Section 8.3.

(i) Enforcement. The Association is authorized to enforce any violation by tenant or occupant (regardless of relationship to Owner) of the Governing Documents, except for nonpayment of rent, and may deem such violation a default of the Lease and shall have the right, after notice to the Owner and opportunity to cure, to terminate the Lease by judicial proceeding, and shall have all other remedies under the Governing Documents. In the event the Owner fails to pay any assessment and related charges and fees for 60 days or more, the Board, upon written notice, may direct the tenant to pay rent directly to the Board which shall be applied to the Owner's account until the delinquency is paid in full; otherwise, however, the foregoing shall not impose any direct liability on a tenant to pay any general or special assessment on behalf of the Owner.

ARTICLE IX: COMMUNITY STANDARDS

9.1 Objective. This Article contains community standards that are deemed reasonable for conduct in the Property to preserve an attractive community. Conduct of Owners shall also comply with all applicable Ordinances.

9.2 Pets. Residents with pets shall be responsible for their pets and shall be courteous to other residents to ensure pets do not disturb other residents' use and enjoyment within the Subdivision including keeping pets' leash in-hand and proper disposal of pet waste. No structure or enclosure for a pet shall be kept outside of a Residence. The Owner shall be responsible for any damage to any persons or property caused by a pet kept on his or her Lot. Prohibited animals include those prohibited by law (including Ordinance), chickens, roosters, pigs, horses, cows, goats, sheep, cattle, donkeys, alpacas, llamas, and ostriches or other animals not kept on the Lot in similar manner as a domesticated pet. All pets and animals shall be entirely kept within the Lot.

The Association shall not be liable for injury or damage to persons or personal property caused by a pet, service animal, or any other animal even if such pet was not permitted under this Section 9.2.

9.3 Vehicles and Parking. Vehicles within the Property are subject to the following limitations:

(a) Compliance with Ordinance. All vehicles used, kept, or stored within the Property shall comply with all applicable laws, statutes, and Ordinances.

(b) Commercial and Oversized Vehicles. Any vehicle advertising or promoting a commercial business are permitted but only if stored and kept within an enclosed garage. Further, if a vehicle is parked on a driveway and blocks any portion of a sidewalk, such vehicle shall be deemed to be “oversized” and must be kept and stored within an enclosed garage.

(c) Impermissible Visible Vehicles and Trailers. No Person shall park or store any derelict, abandoned or unlicensed vehicle, a camper, mobile home, recreation vehicle, boat or boat trailer, utility or similar trailer, lawn equipment, or commercial vehicle within the Subdivision unless it is parked or stored within an enclosed garage.

(d) Maintenance and Repairs. Except for emergency repairs and washing, no other maintenance or repairs shall be conducted within the Common Ground or on any Lot.

(e) Vehicle Sightlines. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic, including but not limited to cul-de-sac areas.

(f) On-Street Parking. There is no on-street parking beyond twenty-four (24) hours. Owners and Residents are to utilize their garage and driveways for parking of their vehicles.

(g) Rulemaking. The Board may adopt reasonable rules and regulations regulating parking within the Community.

(h) Dumpsters and Storage Containers. No Person shall park or keep a Dumpster® or Portable Storage Unit (such as a PODS®) on his Lot without prior consent of the Board. Permitted use of Portable Storage Unit or Dumpster shall not exceed fourteen (14) days unless approved by the Board for Alterations (as defined in Article X below) to the Residence or Lot. Application for approval shall be made under the provisions of Article X.

(i) Remedies. Any violation of this Section may be enforced, after notice and opportunity to be heard (except for emergencies), by levying a reasonable fine and/or towing of the offending vehicle or other object, at the expense of the Owner and/or other violating person. Said remedies shall be supplemental to any relief and remedies otherwise provided in the Governing Documents, the Ordinances and laws of the State of Missouri.

(j) Limitation of Liability. The Association shall not be liable for injury or damage to persons or personal property caused by a vehicle even if such vehicle was not permitted to be used or kept within the Subdivision and the Association had not taken action to have it removed.

9.4 Signs. The purpose of this Section is to limit signs in the Community to foster an attractive exterior appearance of the Property. Permitted signs under this Section shall be subject to such Rules as the Board may adopt regulating size, location, duration and related matters. Signs are only permitted as follows:

(a) For Sale Signs. One (1) sign advertising an “open house,” that may be placed on the Common Ground near the entrance to the Property. Such sign shall not be placed more than twenty-four hours before the open house and shall be removed not more than two hours after the open house concludes. One (1) sign advertising the Lot for sale may be placed on the Lot, subject to reasonable rules as may be adopted by the Board from time to time.

(b) Legal Notices. Notices as may be required to be posted pursuant to an Ordinance, statute, or other applicable law.

(c) Association Signs. The Board may place signs on the Common Ground related to the Association’s affairs and activities.

(d) Political Signs. Pursuant to Mo. Rev. Stat. §442.404, the Board may adopt reasonable regulations for display of political signs. At no time shall a political sign be placed upon Common Ground or Sub-Common Ground, and no Owner shall place a political sign outside of his or her Lot.

(e) Construction Signs. During initial construction and development, signs may be placed on a Lot advertising the project, contractor performing services, or as may be necessary for safety. After initial construction and development of a Lot, no construction signs are permitted.

9.5 Fences, Pools and Hot Tubs. Privacy fences are prohibited unless approved pursuant to Article X and encloses an inground pool. Above ground pools are prohibited. Otherwise, hot tubs and fences are permitted but restricted and limited as provided in the Architectural Standards and Conditions,” which is attached hereto marked Exhibit B and incorporated herein by reference (“ASC”).

9.6 Additional Structures and Alterations. Regardless of duration, no carports or barns are permitted. No Lot shall be altered for installation of a pond, lagoon, or other similar alteration to the Lot.

Each Lot may have one (1) outbuilding that is not otherwise prohibited such as a detached garage, workshop, shed or other similar structure so long as it is stick frame construction and is of same like, kind, color, and quality of the Residence.

The restrictions within this Section apply regardless of whether allowed under Ordinance.

A garden, clothesline, playset, trampoline, or similar play equipment shall not be subject to the restrictions of this Section for so long as it is used as a playset or playhouse, is maintained in good condition in accordance with Ordinances and located in the rear of the Residence.

9.7 Obstructions. No Owner may place obstructions on the Common Ground or alter the Common Ground (including, but not limited to, grade or flow of storm or retained water onto such Common Ground) without the prior written consent of the Board.

9.8 Garage/Estate Sales. Further, the Board is authorized to adopt reasonable rules and regulations related to garage and estate sales including restricting the number of sales, duration, hours of operation and regulating vehicle access.

9.9 Drones. The commercial use of drones is permitted subject to rules as may be adopted by the Board. The Board may adopt rules regulating, or prohibiting, recreational use of drones.

The Association shall not be liable for injury or damage to persons or personal property caused by a drone regardless of whether the drone was permitted under this Section 9.8 or not permitted, and the Association had not taken action to have it removed.

9.10 Nuisances. No noxious or offensive activity shall be conducted or permitted by any Owner or resident nor shall anything be done which would become an annoyance or a nuisance to other Owners or residents. No Owner shall permit or suffer anything to be done or kept which obstructs or interferes with the rights of other Owners or residents or disturbs them by unreasonable conduct or otherwise permit any nuisance or illegal act on the Common Ground. So long as construction and development is performed consistent with Ordinances, such construction and development activities shall not constitute a nuisance. Additional acts that constitute a nuisance are: (a) discharge or grey or black water outside of any contained system for management of waste water shall constitute a nuisance, and (b) burn barrels or open burning of trash. The Board, pursuant to its rulemaking authority, may adopt additional acts that constitute a nuisance.

9.11 No Unlawful Use. No portion of the Subdivision shall be used for any purpose prohibited by law or Ordinance.

9.12 Hazardous Materials. Excluding customary household materials, no flammable, toxic or other hazardous materials may be kept or stored within the Subdivision.

9.13 Abusive Behavior. No Owner, occupant, or invitee shall engage in abusive behavior, which includes the use of profanity, or acting in an abusive, harassing, intimidating, or aggressive manner as to actually, or intend to, intimidate or harass any other person and/or to interfere with the duties and obligations of the Association including interfering with a Board member, volunteer, service provider, vendor, or employee of the Association carrying out the duties and obligations of the Association. The Association shall not be liable for abusive behavior of any Owner, occupant, or invitee to the fullest extent permissible at law and equity.

9.14 Commercial Activities. A Resident may maintain a home occupation in his or her Residence, but only if it is incidental to residential use (such as home office and telecommuting) and does not involve interference with parking, physical alteration of the Residence, observable business activity such as signs or advertising displays, an unreasonable number of deliveries or of pedestrian or vehicular traffic or create a nuisance or in any way impair the rights of any Resident or Owner. Such home office use shall be in strict compliance with the Ordinances. No Residence, or any portion of the Common Ground may be used for any commercial or business purpose except as provided in this Section.

9.15 Trash and Debris. All waste, rubbish, trash, garbage, or debris shall be properly disposed. Construction debris or materials shall be properly disposed. The Board may set rules for disposition of waste, rubbish, trash, garbage, or debris at designated collection points, through designated services, and/or at designated pick-up times, from time to time. To maintain an attractive community, trash receptacles (which includes trash, recycling, and yard waste) shall not be placed at the curb until the morning of pickup and are to be removed from the curb that evening. Further, trash receptacles shall be stored/kept in a location that they are not visible from the street in front of the Residence.

9.16 Satellite Dish, Antennas. Subject to prior written input of the Board with respect to safety considerations and aesthetics, an Owner may install a satellite dish or antenna that is one meter or less in diameter for receipt and transmission of data; such dish or antenna shall be located on the Residence, or other location as designated by the Board so long as such placement does not result in significant increase in cost of installation. The Owner shall be responsible for the quality and workmanship of any installation and shall promptly remove any dish or antenna that is no longer in use. No other satellite dishes or antennas are permitted.

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ARTICLE X: DESIGN REVIEW AND ARCHITECTURAL COVENANTS

This Article contains the procedure for review and approval of new construction of structures and exterior alterations after Declarant Control has ended. The purpose of this review is to maintain the quality and aesthetics of exterior architectural design for the best interests of the Community as a whole. During Declarant Control, Declarant shall approve all New Construction and/or Alterations as defined herein; provided, however, Original Construction by the Declarant is exempt for all requirements of this Article. Each Owner is also responsible for compliance with applicable Ordinances.

10.1 Definitions. For purposes of this Article:

(a) **“Alteration”** means any addition to, or removal, modification, or change affecting an existing structure and the Lot; by way of example only, a list of alterations is provided within the standards and conditions contained in the “Architectural Standards and Conditions,” which is attached hereto marked Exhibit B and incorporated herein by reference (“ASC”).

(b) **“Committee”** means the architectural review committee that the Association may establish from time to time to assist in carrying out the functions of this Article.

(c) **“New Construction”** means a new structure designed for occupancy is to be constructed on a Lot except for Original Construction by the Declarant, or a type of Alteration whereby the replacement of or addition to a portion of an existing structure designed for occupancy is greater than 50% of the existing structure.

(d) **“Original Construction”** means a structure erected pursuant to the Declarant’s reserved right to improve a Lot and construct a residence for single-family occupancy. Original Construction does not include an owner retaining a party without the Declarant’s reserved right to improve a Lot to construct a residence.

10.2 Review Procedures. No Person shall commence any Alteration to the exterior of an existing structure, or commence New Construction, without the prior written consent of the Committee in accordance with this Article. The procedures for application, review, and determination by the Committee are as follows:

(a) **Application.** An Owner shall submit a written application to the Committee for approval of any Alteration or New Construction (“Application”), including a copy of plans and specifications for each Committee member, anticipated timing of work, and all details as may be necessary for the Committee to adequately review the plans in accordance with these Documents. A copy of all information submitted for local government approval shall be included with the Application. Information required to be submitted on such Application may be altered from time to time at the discretion of the Board. Payment of such application fee as the Board may adopt under Section 10.4 shall be included.

(b) Committee Action. Within thirty (30) days of receipt of a completed Application, the Committee may approve or reject an Application, or approve with conditions such as (1) deposits and fees described in Section 10.4, (2) proof of appropriate insurance coverage by the Owner and/or contractor protecting the Association and Subdivision, (3) proof that applicable local governmental permits have been obtained, (4) measures to protect adjacent Lots, Common Ground, and the streets, and (5) a reasonable schedule for commencement and completion. Any rejection of an Application shall state the basis for such rejection. If the Committee rejects an Application, the Committee shall advise the applicant of the reasons for such rejection.

(c) Failure to Respond. If the Committee fails to respond to the Application within the thirty (30) days as provided in Section 10.2(b), the Application shall be deemed accepted, so long as a completed Application was sent via certified mail, postage pre-paid and received by the Committee, or receipt of the Application was verified by a Board member, in writing.

(d) Appeal of Rejection or Approval with Conditions. An Owner may, upon written demand sent via regular and certified mail, postage prepaid, appeal a rejection or appeal an approval with conditions. The Committee and the Owner shall meet to discuss to attempt voluntary resolution. If voluntary resolution is unsuccessful, the Association shall engage a mediation firm with the mediator selected in accordance with such firm's rules and practices. If mediation fails to reach a resolution, the rejection or conditions of approval shall stand, unless the Owner obtains a court judgment against the Association authorizing the construction or Alteration, prior to proceeding with the construction or Alteration.

(e) Owner's Failure to Obtain Approval. If New Construction or an Alteration occurs without the written consent of the Committee, such alteration shall constitute a violation of this Declaration based upon strict liability standard, and the Owner shall be subject to fine by the Association, as a result of such offense. In addition, if the Association files suit to enforce this Article, then the Owner agrees to enter into a judgment in favor of the Association and against the Owner whereby the Owner agrees: (1) to restore the Lot to its condition prior to the unauthorized construction or Alteration, (2) make payment of all attorney's fees and costs actually incurred by the Association, (3) make payment of any outstanding fines (including late fees and interest), and (4) if the Court finds that the Owner knowingly commenced the New Construction and/or Alteration without approval or in contravention of the process provided in this Section 10.2, the Court shall award punitive damages. Further, the Owner acknowledges, understands and agrees to waive all defenses including the validity of any provision of the Governing Documents, waiver, changed circumstances, authority of the Association to bring suit and enforce the Governing Documents, or that the Committee applied such provisions in an arbitrary, capricious or discriminatory manner.

(f) Inspection Rights. The Committee (or its authorized agent) shall have the right to periodically inspect the Exterior Alterations or New Construction for compliance with the Application and Documents. Access to the Lot shall be pre-arranged between the Committee (or agent) and Owner and not be reasonably denied. Failure of an Owner to comply with this Section shall constitute a revocation of Approval subject to enforcement under the Governing Documents, including under Section 10.2(e).

10.3 Standards of Review of Applications. This Section is intended to provide guidance to Owners, contractors, engineers, architects and others providing services on behalf of the Owners on the standards the Committee shall consider generally in review of an Application.

(a) General Criteria. The Committee shall consider the following general criteria: harmony of exterior design and appearance with existing structures, including architectural design, scale, mass, color, location, topography, grade, drainage, color and quality of construction, and quality of exterior materials and detail.

(b) Effect on Adjoining Lots. The Committee shall consider potential impacts on surrounding Lots and may provide an opportunity for the Owners of such Lots to review and comment on the plans and specifications.

(c) Aesthetics. Decisions may be made based on purely aesthetic considerations. The Committee shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations shall be upheld so long as made in good faith and in accordance with the procedures contained herein.

(d) Variations in Approvals. Owners understand, acknowledge and agree that opinions on aesthetic matters, as well as interpretation and application of review standards and conditions contained in this Article, will vary. Accordingly, it is not always possible to identify objectionable features until work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Committee may refuse to approve similar proposals in the future. Approval of applications or any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, plans, specifications, or other matters subsequently or additionally submitted for approval.

(e) Variance. The Committee may grant variances from compliance with any of the standards and conditions in this Article when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. No variance shall be effective unless in writing. The granting of a variance shall not preclude the Committee from denying a variance in other similar circumstances. The inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

10.4 Application Fee, Security Deposit, Performance Bond. The Committee may require that an Owner submitting an application provide any or all of the following in connection with applications, review, and conditions on approval:

(a) **Application Fee.** A reasonable application fee payable with the application, which shall be nonrefundable.

(b) **Professional Review.** A reasonable deposit for fees incurred for independent architects or engineers engaged to review the plans and specifications.

(c) **Security Deposit.** A security deposit to secure removal of all debris from the site and from adjacent Lots, the streets and Common Ground, and that any damaged areas of the Lot, adjacent Lots, the streets or Common Ground shall be repaired and restored to their prior condition. Any unused portion of the security deposit shall be refunded upon satisfactory completion of all work and all restoration and cleanup.

(d) **Performance Bond.** A bond to secure completion of all work.

10.5 Damage. Notwithstanding payment of a security deposit or performance bond under Section 10.4, any Owner who causes damage to another Lot, or to the Common Ground, shall be responsible to the full extent of such damage, and shall restore any such damaged area to its prior condition, and shall keep the streets clean and free of debris due to construction activities. In the event an Owner or their contractors or agents fails to comply with this provision, the Board may, after notice and opportunity to be heard, make such repairs and assess the Owner for the cost thereof in which case the Association shall have the authority to recover such costs in the same manner as assessments, together with the Association's costs and attorney's fees. Nothing herein shall limit the right of any Owner whose property is damaged by another Owner or his agents or contractors available under Article XI.

10.6 Certificate of Compliance. Any Owner may request that the Association issue a certificate of architectural compliance for his completed New Construction or Alteration certifying that there are no known violations of this Article. The Association shall either grant or deny such request within 45 days after receipt of a written request and may charge a reasonable fee for issuing such certificate. Issuance of such a certificate shall preclude the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

10.7 Approval by Governmental Agency. Approval by a political subdivision of the State of Missouri does not constitute approval of New Construction or an Alteration under this Article.

10.8 Rulemaking. The Board may adopt and amend Rules at any time to implement the provisions of this Article. Such Rules and amendments shall be prospective only and shall not apply to require modifications to or removal of structures

previously approved once the approved New Construction or Alteration has commenced. There shall be no limitation on the scope of amendments to such Rules, and amendments may remove requirements previously imposed or otherwise make the Rules less restrictive. If an amendment makes the Rules more restrictive, and an Application has been submitted for review prior to the adoption of such amendment that is pending review by the Committee, the amendment shall apply.

10.9 Limitation of Liability. The Association, Board, Association, and Committees shall have no responsibility or duty for ensuring the structural integrity or soundness of any Alterations or New Construction, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all structures are of comparable quality, value or size, or of similar design, or aesthetically pleasing or otherwise acceptable to Owners of neighboring properties. The provisions of this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Community; they do not create any duty to any person.

Further, the Association and Committee have no responsibility for soil conditions, drainage, or other general site work, any defects in plans revised or approved hereunder, any loss or damage (including but not limited to consequential damages and attorney's fees) arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees or agents, or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved New Construction or Alteration. In all matters, the Directors and Committee members shall be defended and indemnified by the Association to the extent available under the Governing Documents and applicable law.

ARTICLE XI: RELIEF AND REMEDIES

11.1 Alternative Dispute Resolution. All disputes under the Governing Documents or the Act, except as provided in Section 11.1(a) below, shall be administered as follows:

(a) Arbitration. The party asserting a violation ("Claimant") shall provide written notice to the offending party ("Respondent") concisely stating the alleged violation and requested remedial action to be taken ("Notice of Claim"). If the requested remedy is not fulfilled, the Claimant may request, in writing, that the dispute be submitted to binding arbitration. Unless the parties otherwise agree within thirty (30) days from the date of the Respondent's receipt of such request, to binding arbitration, the Association shall select an independent arbitration service and arbiter, for non-binding arbitration. Notwithstanding the foregoing, prior to expiration of all Declarant Rights, the Declarant may, but is not required, to select the arbitration service and arbiter even if the Declarant is not a party to the dispute.

If the Claimant is an Owner, the Owner shall be responsible for all costs of arbitration; however, this does not prohibit the arbiter, should the Owner be the prevailing party, from requiring the Association to reimburse the Owner for such costs.

(b) Exceptions. The following disputes may, but are not required, to be resolved via binding arbitration, and may, instead, be resolved through the courts: (1) collection of assessments or other monies owed by an Owner to the Association, (2) claims related to a political subdivision of the State of Missouri, (3) foreclosure of a lien for unpaid assessment in which the Association asserts lien priority over a deed of trust and/or other encumbrance, and (4) in the event the alleged violation presents, in the sole discretion of the Board, an imminent threat to the safety of others or threatens the structural components of a structure or improvement located on a Lot.

11.2 Board Discretion. The decision for the Association or Board to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case: (1) the Association's position lacks sufficient strength to justify taking any or further action, (2) the covenant, restriction, or Rule being enforced is, or is likely to be construed as, inconsistent with applicable law, (3) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources, or (4) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision under this Section 11.2 shall not be construed as a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction, or Rule.

The Association, by contract or other agreement, may enforce applicable Ordinances, and permit the local governmental authorities to enforce its Ordinances within the Community for the benefit of the Association and its Members.

11.3 Relief & Remedies. Any person, or class of persons, has a claim for relief if he or she is adversely affected by a failure to comply with the Governing Documents of the Association. The prevailing party in any action shall be entitled to recover its reasonable attorney's fees and expenses incurred in enforcing any provision of the Governing Documents, whether the matter is finally adjudicated or not. In the event the Association prevails in defense or prosecution of any claim, it shall be entitled to recover its reasonable attorney's fees, costs, and expenses incurred.

ARTICLE XII: AMENDMENTS

12.1 Declaration. Except as otherwise provided in this Declaration and subject to the limitation provided in Section 14.4 below, this Declaration may be amended at any time with substantial compliance of the following procedures:

(a) The Association shall send a copy of the proposed amendment to each Owner subject to this Declaration with a ballot.

(b) The Owner shall have at least thirty (30) days from the date the proposed amendment is sent, to cast a ballot on the proposed amendment.

(c) The amendment is approved by two-thirds of the votes in the Association with a non-vote constituting a vote to approve the amendment.

An amendment may change or eliminate any restriction in the Declaration or add new and/or more burdensome restrictions; however, no amendment can: (1) eliminate the requirement that there be an Association, or (2) eliminate the power of the Association to levy assessments without an adequate substitution.

12.2 Limitation of Challenges. No challenge to the validity of an amendment to the Declaration may be brought more than one year after the amendment is recorded; otherwise, such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of this Declaration.

12.3 Recording and Execution of Amendments. Each amendment shall be executed on behalf of the Association by the President and certified by the Secretary. Each amendment to the Declaration shall be recorded in Cole County and effective upon recording unless otherwise expressly stated therein.

12.4 By-Laws. Except for amendment to the By-Laws as provided in Section 12.5 below, the By-Laws may be amended utilizing the same process as proposed amendments to the Declaration under Section 12.1; provided, however, that the amendment shall be deemed approved unless a majority of the votes in the Association reject the proposed amendment.

Any amendment to the By-Laws shall become effective upon execution by two Board members or upon a later date if so specified therein. Any challenge to an amendment must be made within six months after the effective date; otherwise, such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of the By-Laws.

12.5 Board Amendments. Notwithstanding anything to the contrary, the Board is authorized to amend this Declaration and/or the By-Laws, without approval of any Owners, to correct technical or clerical errors or to bring the Association and Governing Documents into compliance with lending regulations for government-insured or guaranteed loans. While the Board is authorized to amend, such authority does not create a duty to do so.

PART SIX: MORTGAGEES, DECLARANT RIGHTS, AND GENERAL PROVISIONS
ARTICLE XIII: MORTGAGEE PROVISIONS

13.1 Right to Grant Security Interest. Each Owner shall have the right to grant one or more security interests against his or her Lot.

13.2 Notice of Actions. The Association shall give timely written notice to each Eligible Mortgagee of:

(a) Any delinquency in the payment of assessments or charges owed by an Owner whose Lot is subject to a Security Interest held, insured, or guaranteed by such Eligible Mortgagee, which delinquency remains unpaid for a period of 60 days, or any other violation of the Governing Documents by the Owner or occupant relating to such Lot that is not cured within 90 days after the Board has given such Owner or occupant written notice of such violation;

(b) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

(c) Such other notices as permitted or required by the Governing Documents.

13.3 No Priority for Certain Proceeds. No provision of the Governing Documents gives or shall be construed to give any Owner or other party priority over any rights of a holder, insurer, or guarantor of a first Security Interest of any Lot in the case of distribution of insurance proceeds or condemnation awards for losses or a taking of the Common Ground.

13.4 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder, insurer, or guarantor of any first Security Interest encumbering such Owner's Lot.

13.5 Eligible Mortgagee. The term "Eligible Mortgagee" means any institutional holder, insurer, or guarantor of a first Security Interest in a Lot which provides a written request to the Association, stating the name and address of such holder, insurer, or guarantor and the common address and tax identification number of the Lot to which its Security Interest relates.

ARTICLE XIV: DECLARANT RIGHTS

14.1 Definition. For purposes of this Article, "Declarant Rights" means the right to add (or remove) real property subject to this Declaration; maintain sales offices; maintain a management office; install and maintain signs advertising the Community; grant easements through all portions of the Community to carry out the plan of development, including construction activities, drainage, or utilities; assign any duties or obligations of the Declaration under the Maintenance and Use Agreement as described

in Section 1.3 herein to the Association; to appoint or remove any Board member; subdivide or combine Lot(s) prior to their first sale to an Owner who will occupy such Lot; convert Lots prior to their first sale to an Owner who will occupy such Lot, to Common Ground (and vice-versa); create a condominium and its respective units in any portion of the Property prior to the first sale of any such portion of the Property to an Owner who will occupy such Lot; convey (or acquire) any portion of the Common Ground; dedicate to public use any portion of the Property on which an Owner improvement (properly approved by the Committee) has not then been constructed; exercise the powers of the Association; change the type, style, size, and appearance of housing product; maintain marketing materials and sales offices within the Community; and amend the Governing Documents.

14.2 Vested in Declarant. The Declarant Rights are solely vested in the Declarant, which may be assigned, in whole or in part, to a successor, by an assignment recorded in Cole County.

14.3 Initial Board of Directors. The Declarant has appointed Craig Henley, Gary Henley, Annette Henley as the initial Board members of the Association. Such persons shall serve until a replacement is appointed by the Declarant. At the end of Declarant Control, the Association shall elect three (3) Board members to serve staggered terms. The initial Board of Directors shall be indemnified to the fullest extent of the law for their actions taken on behalf of the Association.

14.4 Initial Assessment and Budget. The Declarant, at time of adoption, has set a preliminary annual assessment rate of \$1,800.00, which shall be payable in monthly installments. The Declarant has the sole discretion to increase or decrease the preliminary annual assessment; provided, however, no such increase or decrease shall become effective until thirty (30) days' notice has been provided to the owners.

At any time, the Declarant may forego it's right to set the rate of assessment and proceed with the Budget Ratification Process as provided for in Section 7.4 of this Declaration with any Lots owned by the Declarant exempt for payment of assessments as provided in Section 7.10.

14.5 Amendment to Governing Documents. The Declarant is authorized to amend the Governing Documents of the Association, without the vote of the other Owners, so long as the Declarant owns real property subject to this Declaration. Further, the Owners must obtain the Declarant's consent to any amendment to the Governing Documents, so long as the Declarant owns real property subject to this Declaration.

14.6 Expiration of Declarant Rights. Declarant Rights, regardless of Declarant Control, shall not expire until the Declarant, including its successors and assigns, no longer have an ownership interest in any portion of the Property.

14.6 Termination of Declarant Control. The Declarant may voluntarily terminate its right to control the appointment of Board members, in whole or in part, to

permit election of the Board, in whole or in part, of an Owner otherwise qualified to serve on the Board.

ARTICLE XV: GENERAL PROVISIONS

15.1 Validity. The following provisions are to protect the integrity of the Governing Documents:

(a) **Severability.** Invalidation of any one of the provisions of the Governing Documents, by judgment, order, or decree shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

(b) **Rule Against Perpetuities.** The rule against perpetuities shall not be applied to defeat any provision of the Governing Documents.

(c) **Recitals.** Recitals are incorporated as if fully stated within this Declaration.

(d) **Compliance With Nonprofit Corporation Act; Conflicts.** The Governing Documents are intended to comply with the requirements of the NCA. In the event of any conflict between any provision of the Governing Documents and any provision of the NCA, the provisions of the Governing Documents shall govern unless expressly prohibited by the NCA.

(e) **Waiver.** No provision contained in the Governing Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

15.2 Interpretation. The provisions of the Governing Documents shall be liberally construed to effectuate their purpose of creating a uniform plan for the Community and for operation of the Association. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of plural shall include the singular and the singular shall include the plural. The captions contained in the Governing Documents are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Declaration or the intent of any provision thereof.

15.3 Persons Bound by the Documents. All Owners, and their families, tenants, guests, and invitees, and mortgagees are bound by and shall comply with the Governing Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or occupancy of a Lot constitutes agreement that the provisions of the Governing Documents are accepted and ratified by each such person. All provisions of the Governing Documents recorded in the Office of Recorder of Deeds of Cole County, Missouri, are covenants running with the land and shall bind any Persons having at any time any interest or estate in the Property.

15.4 Term. Except where permanent easements or other permanent rights or interests are herein created, this Declaration shall run with the land and bind the Property until the Subdivision is terminated or sold or acquired by eminent domain. The Declaration may be terminated upon approval of 90% of the votes in the Association and 67% of any Eligible Mortgagees.

IN WITNESS WHEREOF, Henley Estates, LLC hereby execute this Declaration on the day and year first above written.

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THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

DECLARANT:

Henley Estates, LLC

By: Gary K Henley

Print Name: GARY K. Henley

Title: Owner

STATE OF MISSOURI)
) SS
COUNTY OF Cole)

On this 19th day of July, 2023 before me appeared Gary Henley to me personally known, who, being by me duly sworn, did say that s/he is the owner of Henley Estates, LLC, and that said person acknowledged said instrument to be his or her free act and deed on behalf of such company.

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

Jordan Brown
Notary Public

My Commission Expires: 01/19/2027

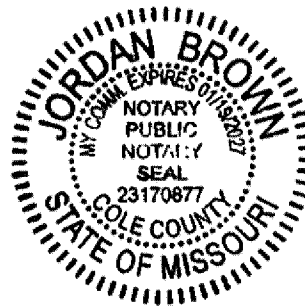


EXHIBIT "A"
HENLEY ESTATES
LEGAL DESCRIPTION

PROPERTY DESCRIPTION:

ALL THAT PART OF SECTION 35, TOWNSHIP 43 NORTH, RANGE 13 WEST, COLE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE N01°11'10"E ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 216.94 FEET (MEAS.) (RECORD) TO A FOUND IRON PIN ON THE NORTH RIGHT-OF-WAY LINE OF MISSOURI HIGHWAY "54"; THENCE S84°25'54"W ALONG SAID NORTH RIGHT-OF-WAY LINE, 297.32 FEET TO A SET IRON PIN AND THE POINT OF BEGINNING; THENCE CONTINUING S84°25'54"W, 311.54 FEET TO A SET IRON PIN; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1186.35 FEET AND A CHORD BEARING OF S70°14'24"W AND A CHORD LENGTH OF 519.79 FEET TO A FOUND IRON PIN; THENCE S89°53'40"W, 158.72 FEET TO A SET IRON PIN; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET AND A CHORD BEARING OF N69°40'50"W AND A CHORD LENGTH OF 116.17 FEET TO A SET IRON PIN; THENCE S04°16'42"W, 10.00 FEET TO A SET IRON PIN; THENCE N85°39'30"W ALONG THE NORTH RIGHT-OF-WAY LINE OF OLD BASS ROAD 375.83 FEET TO A FOUND IRON PIN; THENCE N21°32'34"W DEPARTING SAID NORTH RIGHT-OF-WAY LINE OF OLD BASS ROAD ALONG THE EAST LINE OF A TRACT OF LAND RECORDED IN BOOK 737 AT PAGE 250, 518.08 FEET TO A FOUND IRON PIN AT THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE S74°29'36"W, 228.02 FEET TO A FOUND IRON PIN AT THE NORTHWEST CORNER OF SAID TRACT OF LAND ON THE EAST RIGHT-OF-WAY LINE OF OAKLAND ROAD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES: N01°57'57"W, 707.47 FEET TO A SET IRON PIN; THENCE N03°24'33"W, 147.52 FEET TO A SET IRON PIN; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 370.00 FEET AND A CHORD BEARING OF N18°15'23"W AND A CHORD LENGTH OF 189.91 FEET TO A SET IRON PIN; THENCE N33°06'39"W, 658.26 FEET TO A FOUND IRON PIN; THENCE S89°15'35"E DEPARTING SAID EAST RIGHT-OF-WAY LINE OF OAKLAND ROAD, 1228.27 FEET TO A FOUND IRON PIN; THENCE S01°02'09"W, 334.69 FEET TO A FOUND IRON PIN; THENCE S89°06'34"E, 1113.39 FEET TO A SET IRON PIN; THENCE S01°11'10"W, 1492.03 FEET TO THE POINT OF BEGINNING. CONTAINING 76.31 ACRES MORE OR LESS. SUBJECT TO ROAD RIGHT-OF-WAY. SUBJECT TO ANY EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.

EXCEPTING THEREFROM:

PROPERTY DESCRIPTION TRACT "3":

ALL THAT PART OF SECTION 35, TOWNSHIP 43 NORTH, RANGE 13 WEST, COLE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE N01°11'10"E ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 216.94 FEET (MEAS.) (RECORD) TO THE NORTH RIGHT-OF-WAY LINE OF MISSOURI HIGHWAY "54"; THENCE S84°25'54"W ALONG SAID NORTH RIGHT-OF-WAY LINE, 297.32 FEET AND THE POINT OF BEGINNING; THENCE CONTINUING S84°25'54"W, 311.54 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS 1186.35 FEET AND A CHORD BEARING OF S78°45'01"W AND A CHORD LENGTH OF 171.46 FEET; THENCE N01°10'45"E, 316.91 FEET; THENCE N32°20'15"E, 373.25 FEET; THENCE S66°40'05"E, 306.375 FEET; THENCE S01°11'10"W, 447.27 FEET TO THE POINT OF BEGINNING. CONTAINING 5.41 ACRES MORE OR LESS. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD OR FACT.

EXHIBIT "B"
HENLEY ESTATES

ARCHITECTURAL STANDARDS AND CONDITIONS

The following architectural standards and conditions shall apply to all Lots in the Subdivision as authorized in Article XI of the Declaration. Architectural Standards and Conditions may exceed the applicable Ordinance, but in no instance shall be less than whether or not such Exterior Alteration or New Construction is addressed within these Documents. Such determination shall be made in accordance with the applicable Ordinance in effect at the date the work is performed.

Beyond aesthetics, the primary goal of requiring approval of most anticipated Alterations is to ensure that the alteration does not have an adverse impact during construction or the owner's maintenance and repair of the Alteration.

Section 1. Examples of Exterior Alterations Requiring Approval. The Community has uniform architectural styles that are to be maintained. Examples of Alterations requiring approval are: (a) any replacement, addition, removal, enlargement or reduction in a Residence, deck, patio, driveway, sidewalk, or walkway, (b) relocation or addition of any exterior HVAC, or generator equipment, and (c) exterior lighting to prevent direct or excess ambient light pollution onto adjacent Lots, Common Ground, or the Road.

Section 2. Additions and Worksite. Any additions and outbuildings shall have substantially the same characteristics as the Residence, including, but not limited to, materials, scale, and design. All portions of any addition shall comply with all applicable Ordinances. All Exterior Alterations and New Construction shall comply with all applicable Ordinances.

Work should only be performed during the construction hours as permitted by Ordinance. Construction or other commercial vehicles, trailers, equipment, or attachments may not be parked on the street or unpaved areas except during construction hours, and in no instance shall they be parked parallel or diagonal to another vehicle parked on the street in a manner that may block street access by vehicles, including larger vehicles such as school busses, waste trucks, delivery trucks, etc. Worksite shall be maintained free of debris, and Lot Owner shall be responsible for clean-up of any dirt or debris on the street or Common Ground from such work. Debris includes not only construction waste, but also landscape waste such as grasses, limbs, leaves etc. which shall not be disposed of within the Common Ground, or left on the Lot in an unmaintained manner such that they may adversely impact Adjoining Lots, Common Ground, or streets. Measures shall be taken to avoid the run-off of soil or other debris during construction, for example, via the use of a silt fence.

Section 3. Outbuildings. As provided in the Declaration, each Lot may have one (1) permitted outbuilding. Such outbuilding shall be of same kind, material, color, and workmanship as the Residence and shall not be located in the front yard of the Lot.

Section 4. Fences. Privacy fences are only permitted, if so desired by an Owner, to enclose an approved in-ground pool. Otherwise, all fences are subject to review and standards under Article X of the Declaration.

Section 5. Pools & Hot Tubs. Above ground pools are prohibited. In-ground pools are permitted so long as they are located within the rear yard of the Lot; further, the Owner shall be solely responsible and liable for the impacts related to the pool such as changes in water runoff and discharge. Hot tubs are permitted so long as they are properly screened and located in such a manner as to prevent an impact on adjacent lots.

Section 6. Electric Charging Stations. Electric charger stations located outside of the Residence, such as the driveway or along a roadway, are prohibited. Electric charging stations are permitted within an enclosed garage. The use of a cord from a permitted electric charging station to a vehicle in a driveway shall not be a violation of this Section.

Section 7. Emerging Technologies. It is not the intent of this Declaration to prevent adoption and use of emerging technologies. As these technologies are consistently and rapidly evolving, home generators, battery systems, solar panels, wind capturing devices or other similar type alterations shall constitute a Major Exterior Alteration. The Board may decline or reject any Application proposing such an alteration should the Board determine solely using its discretion that: (1) the change in appearance is substantial to the Community, and/or (2) the change in appearance cannot be effectively screened.