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Recording Date/Time: **05/05/2020** at **01:05:52 PM**

Instr #: **2020004399**

Book: **2446** Page: **390**

Type: **IND**

Pages: **33**

Fee: **\$120.00 S**



**Electronically Recorded**

**Dottie D. Crenshaw**  
**Recorder of Deeds**

File #: \_\_\_\_\_

### RECORDING DOCUMENT IDENTIFICATION SHEET

**TITLE:** Indenture of Trust and Restrictions for Hadley Grove Subdivision Home Owners Association

**DATE:** May 5, 2020

**GRANTOR:** Houston Homes, LLC  
**ADDRESS:** 7746 Ardmore Drive, O'Fallon, MO 63368

**GRANTEE:** Hadley Grove Subdivision Home Owners Association  
**ADDRESS:** c/o Omni Management Group  
1676 Bryan Road, Ste. 100, Dardenne Prairie, MO 63368

**LEGAL DESCRIPTION:** Hadley Grove Subdivision as per the plat thereof recorded in Plat Book 14 on page 305 of the Lincoln County Recorder of Deeds Office.

**NOTE:** This document is being re-recorded in Lincoln County because it was previously inadvertently recorded in Book 6959, page 1872 of the St. Charles County Recorder of Deeds.

The information set forth on this Recording Sheet, including the labels of "Grantor" and "Grantee" are for purposes of complying with recording statutes and do not affect the substantive meaning of the document.

# Lincoln County, Missouri

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Book: 2446 Page 390



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CERTIFIED-FILED FOR RECORD  
Barbara J. Hall  
Recorder of Deeds  
St. Charles County, Missouri  
BY: JJAMES \$114.00

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1. **Title of Document:** Indenture of Trust and Restrictions For  
Hadley Grove Subdivision Home Owners  
Association
2. **Date of Document:** August 2, 2018
3. **Grantor(s):** Houston Homes, L.L.C.
4. **Grantee(s):** Hadley Grove Subdivision Home Owners  
Association
5. **Grantee's Mailing Address:** c/o Houston Homes, L.L.C.  
7746 Ardmore Dr.  
O'Fallon, Missouri 63368
6. **Legal Description:** See Exhibit A annexed to the document
7. **Reference(s) to Book and Page(s):** N/A

Note: The terms "Grantor" and "Grantee" as used in this Cover Page are for recording and indexing purposes only. The instrument itself may refer to the parties by other designations.

(624282.DOC;)

HOUSTON HOMES L L C  
7746 ARDMORE DR  
O FALLON, MO 63368

Lincoln County, Missouri



**INDENTURE OF TRUST AND RESTRICTIONS  
FOR HADLEY GROVE SUBDIVISION HOME OWNERS ASSOCIATION  
LINCOLN COUNTY, MISSOURI**

THIS INDENTURE OF TRUST AND RESTRICTIONS FOR HADLEY GROVE SUBDIVISION HOME OWNERS ASSOCIATION (the "Indenture"), made and entered into this 2 day of AUGUST, 2018, by and between HOUSTON HOMES, L.L.C., a Missouri limited liability company (hereinafter referred to as "Grantor"), and the HADLEY GROVE SUBDIVISION HOME OWNERS ASSOCIATION, a Missouri not-for-profit corporation, hereinafter referred to as the "Association" or, for purposes of recording in the Lincoln County Records, "Grantee."

**WITNESSETH THAT:**

WHEREAS, Grantor is the owner of a tract of real property (the "Property") located in Lincoln County, Missouri, as more particularly described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the City of Moscow Mills, MO has approved the development of the Property pursuant to their Ordinances; and

WHEREAS, Grantor has caused the Property to be subdivided under the name "Hadley Grove Subdivision" (sometimes hereinafter referred to as the "Subdivision"), and has caused or will cause the record plat(s) of the Subdivision to be recorded in the Lincoln County Records; and

WHEREAS, common land has been or will be reserved on the plat(s) of the Subdivision, and there has been or will be designated, established and recited on such plat(s) certain streets, common land and easements which, except as hereinafter provided, are for the exclusive use and benefit of the residents of the Subdivision; and

WHEREAS, Grantor, being the owner of the entire tract, may desire, from time to time, to encumber and dispose of parts thereof; and

WHEREAS, it is the purpose and intention of this Indenture to protect the Property, subdivided as aforesaid, against certain uses; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained (sometimes hereafter termed "restrictions") are jointly and severally for the benefit of all persons who may purchase, hold or reside upon the Property.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the parties hereto each to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto COVENANT and AGREE to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise



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hold through them, together with their heirs, successors or assigns, any of the lots and parcels of land in the Subdivision, all as hereinafter set forth:

## ARTICLE I

### DEFINITION OF TERMS

The following terms when used in this Indenture (unless the context requires otherwise) shall have the following meanings:

1. "Architectural Control Committee" shall have the meaning set forth in Article VIII hereof.
2. "Association" shall mean and refer to the Hadley Grove Subdivision Home Owners Association, a Missouri not-for-profit corporation, and its successors and assigns.
3. "Board" or "Directors" shall mean the Board of Directors of the Association.
4. "Builder" shall mean any Person who purchases vacant lots or parcels of land within the Property for the purpose of constructing improvements thereon for sale or lease to third persons.
5. "Common Ground" shall mean and refer to all real property and the improvements thereon owned by the Association and all easements, licenses and other rights held by the Association for the common use and enjoyment of all Owners, including, without limitation, parks, open spaces, cul-de-sac islands, recreational facilities, lakes, streets, paths, trails, walkways, storm water (including detention basins) sewers and drainage facilities, sanitary sewers, retaining walls, subdivision entrance ways and monuments, street lights, and other such areas and facilities as may be shown on the record plat of the Subdivision. Nothing hereinabove contained shall be deemed a representation that any of the enumerated facilities are or will be included in the Subdivision or that any such facilities will be constructed upon Common Ground.
6. "Consumer Price Index" shall mean and refer to the Consumer Price Index For All Urban Consumers, All Items, St. Louis, Missouri (1993-95=100) published by the Bureau of Labor Statistics, United States Department of Labor.
7. "County" shall mean and refer to Lincoln County, Missouri, a political subdivision of the State of Missouri.
8. "Grantor" shall mean and refer to Houston Homes, L.L.C., a Missouri limited liability company, its successors and assigns, including, but not limited to, any Builder.
9. "Indenture" shall mean and refer to this Indenture of Trust and Restrictions for Hadley Grove Subdivision, Lincoln County, Missouri, as from time to time amended.
10. "Lot" shall mean and refer to any plot of land, with the exception of Common Ground, shown on the recorded subdivision plat of the Property.



11. "Member" shall mean and refer to a member in the Association.
12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers but excluding those having such interests as security for the performance of an obligation and excluding Grantor.
13. "Person" shall mean natural person, a corporation, a partnership, a limited liability company, a trust or trustee, or any other legal entity.
14. "Prime Rate" shall mean for any day, the highest rate from time to time reported in the Money Rates column or any successor column of The Wall Street Journal (the "Journal"), currently defined as being the base rate on corporate loans posted by at least seventy-five percent (75%) of the nation's thirty (30) largest banks, even if such rate was never actually charged by such bank. In the event the Journal publishes more than one rate, the highest of such rates shall be the "Prime Rate," or if the Journal publishes a retraction or correction of the rate, the new rate shall be the "Prime Rate." In the event the Journal ceases publishing the Prime Rate, the "Prime Rate" shall mean the from time-to-time publicly announced floating prime rate of interest charged by Bank of America, N.A., St. Louis, Missouri, or its successors.
15. "Property" shall mean and refer to the real property described on Exhibit A attached hereto and incorporated herein by reference.

## ARTICLE II

### DURATION OF TRUST

The Indenture of Trust herein created shall continue until such time as the plat(s) of the Subdivision may be vacated by the City, or its successors, after which period of time fee simple title to the Common Ground shall vest in the then record Owners of all Lots in the Subdivision, as tenants in common; provided, however, that all of the rights, powers and authority conferred upon the Association shall continue to be possessed by the Association. The rights of said tenants in common shall only be appurtenant to and in conjunction with their ownership of Lots in said plat(s), and any conveyance or change of ownership of any Lot shall carry with it ownership in Common Ground so that none of the Owners of Lots and none of the owners of Common Ground shall have such rights of ownership as to permit them to convey their interest in the Common Ground except as is incident to the conveyance of a Lot, and any sale of any Lot shall carry with it without specifically mentioning it all the incidents of ownership of the Common Ground.

## ARTICLE III

### RESERVATION OF EXPENDITURES

Grantor reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided for sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees,



subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the Property.

#### ARTICLE IV

##### THE ASSOCIATION AND ITS MEMBERS

1. Function of Association. The Association is responsible for management, maintenance, operation and control of the Common Ground and for enforcement of this Indenture.

2. Membership. Every Owner shall be a Member of the Association. There shall be only one membership per Lot. If a Lot is owned by more than one Person, all co Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Article IV, Section 3 of this Indenture, and all such co Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3. Voting. The Association shall have two classes of membership, i.e., Class "A" and Class "B."

(a) Class "A." Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall have one equal vote for each Lot in which they hold the interest required for membership under Article IV, Section 2 of this Indenture, except that there shall be only one vote per Lot. No vote shall be exercised for any property which is exempt from assessment under Article X, Section 7 of this Indenture.

(b) Class "B." The Class "B" Member shall be the Grantor. The Class "B" Member shall be entitled to three (3) votes for each Lot owned.

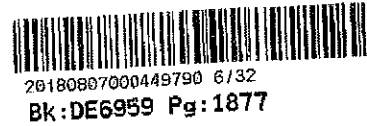
The Class "B" membership shall terminate upon the earlier of:

(i) when the total number of votes held by the Class "A" Members equal the total number of votes held by the Class "B" Member; or

(ii) December 31, 2025; or

(iii) When Grantor, in its sole discretion, so determines and declares in an instrument recorded in the Lincoln County Records.

Upon termination of the Class "B" membership, Grantor shall be a Class "A" Member entitled to Class "A" votes for each Lot which it owns.



## ARTICLE V

DESIGNATION AND SELECTION OF DIRECTORS  
AND MEETINGS OF MEMBERS

1. Original Directors. The Board of Directors of the Association shall consist of three (3) Members. The original Directors shall be John Houston, John A. Houston and Dottie Houston, who shall serve in such capacity until their successors are elected or appointed as hereinafter provided. Should an original Director or a successor Director appointed by Grantor resign other than as required by Section 2 of this Article V, refuse to act, become disabled or die, Grantor shall have the power to appoint a successor Director who shall serve until his successor is elected by the Members in the manner hereinafter provided.

2. Election of Directors. Within ninety (90) days after the City has issued occupancy permits ("Permits") for fifty percent (50%) of the Lots authorized to be developed in the Subdivision, or at such earlier time as Grantor may determine, Grantor shall cause the resignation of one (1) of the original Directors, and a successor Director shall be elected by the then Class "A" Members. Within ninety (90) days after the City has issued Permits for ninety-five percent (95%) of the Lots authorized to be developed in the Subdivision, or at such earlier time as Grantor may determine, Grantor shall cause the resignation of a second original Director, and a successor Director shall be elected by the then Class "A" Members. The two (2) Directors elected by the Class "A" Members pursuant to the foregoing provisions shall serve until thirty (30) days after the City has issued Permits for all Lots in the Subdivision, whereupon the term of such elected Directors shall expire, Grantor shall cause the resignation of the third original Director then serving hereunder, and the then Class "A" Members shall elect three (3) successor Directors, one (1) of which shall be elected to serve for one (1) year, one (1) of which shall be elected to serve for two (2) years, and one (1) of which shall be elected to serve for three (3) years from the date of election (the first annual meeting of the Members to be held under Section 7 of this Article shall be held within one year from the date of such election). Thereafter, all Directors shall be elected for terms of three (3) years.

3. Manner of Conducting Elections. (a) The elections for the first two (2) successor Directors under Article V, Section 2 of this Indenture shall be by mail and/or e-mail. Notice of call for nominations shall be sent to all Class "A" Members, and shall require all nominations be received within thirty (30) days thereafter. Upon receipt, all nominations shall be compiled on an election ballot and mailed or e-mailed to all Class "A" Members, who shall have thirty (30) days thereafter to cast their votes and return their ballots to Grantor. The person receiving the most votes shall be elected the successor Director; provided, however, if the person elected declines to serve, the person receiving the next highest number of votes shall be declared the Director. In the event of a tie, a runoff election shall be conducted by mail or e-mail in the aforesaid manner. For purposes hereof, nominations and ballots sent by mail shall be deemed timely received if postmarked by the United States Postal Authority no later than midnight on such thirtieth (30th) day.



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(b) Except as provided in Article V, Section 3(a) of this Indenture, all elections by Class "A" Members shall be held at the annual meetings to be held pursuant to Section 7 of this Article, and shall be preceded by notice signed by the Directors then in office, or should there be no Directors, then by three (3) such Members, sent by mail to or personally served upon all Class "A" Members at least ten (10) days before the date fixed for the meeting to be held for the purpose of electing Directors. The notice shall specify the time and place of meeting, which shall be in Lincoln County. At such meeting or at any adjournment thereof, the majority of the Class "A" Members attending such meeting, in person or by proxy, shall have the power to elect such Directors, who shall thereupon serve until their successors have been duly appointed or elected and qualified. At such meeting, each Class "A" Member, whether attending in person or by proxy, shall be entitled to one (1) vote, which, when the Member constitutes more than one person or entity, shall be cast as they among them shall determine; in no event shall more than one (1) vote be cast with respect to any Lot. The result of any election of Directors shall be certified by the persons elected as chairman and secretary at the meeting, and their certification shall be acknowledged and recorded in the Lincoln County Records.

4. Qualification of Directors. (a) Any Director elected under the provisions of this Article shall be an Owner in the Subdivision, or an officer or agent of a corporate Owner, and if such Owner sells his or her Lot or resigns, refuses to act, becomes disabled or dies, the remaining Directors shall appoint an Owner to act as the successor for the unexpired term. Where the provisions of this instrument cannot be fulfilled by reason of unfilled vacancies among the Directors, the City or its successor may, upon petition of any concerned resident or Owner in the Subdivision, appoint one or more Directors to fill the vacancies until such time as Directors are elected or selected in the manner provided in this Indenture. Any person so appointed who is not an Owner within the Subdivision shall be allowed a reasonable fee for his/her services by the order of appointment, which fee shall be levied as a special assessment against the Lots and which fee shall not be subject to any limitations on special assessments contained in this Indenture or elsewhere.

(b) Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each eligible person who has a bona-fide interest in serving as a director may file as a candidate for any position to be filled by the Class "A" Members. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient and cost-effective manner. Nominations also may be permitted from the floor.

Except with respect to directors selected by the Class "B" Member, nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairperson, who shall be a member of the Board, and three or more Members or representatives of Members. Members of the Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each annual meeting to serve a term of one (1) year and until their successors are appointed, which such appointment shall be announced in the notice of each election.

The Nominating Committee may make as many nominations for election to the Board as it shall, in its discretion, determine.





Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

5. Election Procedures. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

6. Removal of Directors. (a) Any Director elected by the Class "A" Members may be removed, with or without cause, by the vote of a majority of the votes entitled to be cast for the election of such Director. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Director, a successor shall be elected by the Class "A" Members to fill the vacancy for the remainder of the term of such Director.

(b) Any Director elected by the Class "A" Members who has three (3) consecutive unexcused absences from Board meetings, or who is more than thirty (30) days delinquent (or is the representative of a Member who is so delinquent) in the payment of any assessment or other charge due the Association, may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy for the remainder of the term.

(c) In the event of the death, disability, or resignation of a Director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Class "A" Members may elect a successor for the remainder of the term.

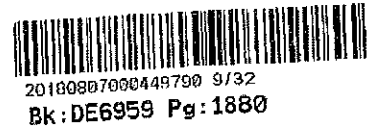
(d) This Section shall not apply to Directors appointed by the Class "B" Member. The Class "B" Member shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a Director appointed by or elected as a representative of the Class "B" Member.

7. Annual Meetings. The first meeting of the Members of the Association shall be held within one year after the date of the election referenced in Section 2 of this Article V. Subsequent regular annual meetings shall be set by the Board to occur during the first quarter of the Association's fiscal year on a date and at a time set by the Board.

8. Special Meetings. Special meetings of the Members may be called by the President, and shall be called by the President or Secretary if so directed by resolution of the Board or upon written request by (10%) of the total Class "A" Members of the Association.

9. Notice of Meetings. (a) Written or printed notice stating the time and place of any meeting of the Members shall be delivered, either personally or by mail, or by e-mail, or by posting upon the Lot, to each Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting. In addition, in the case of a special meeting, the notice shall state the purpose or purposes for which the meeting is called; no business shall be transacted at a special meeting except as stated in the notice.

(b) If mailed, notice shall be deemed delivered when deposited with the United States Postal Service, postage prepaid, addressed to the Member at his or her address as it appears on the Association's records.



(c) Any Member may waive, in writing, notice of any meeting of the Members, either before or after such meeting, and waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Attendance at a meeting by a Member shall be deemed a waiver of notice unless such Member attends for the limited and specific purpose of objecting to lack of proper notice.

10. Quorum. (a) The presence of Members representing thirty percent (30%) of the total Class "A" votes in the Association by proxy or in person shall constitute a quorum at all Association meetings.

(b) If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may, without notice other than announcement at the meeting, adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. Notice of the reconvened meeting shall comply with Article V, Section 9. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called.

(c) Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

11. Voting and Proxies. (a) The voting rights of the Members shall be as set forth in this Indenture. When a quorum is present at any duly called meeting, a majority of the votes cast shall decide any question brought before the meeting, unless the question is one which, by express provision of the Missouri Not-For-Profit Corporation Act (the "Act") or this Indenture, requires a different vote, in which case such express provision shall govern and control the decision of such question.

(b) Members may vote in person or by proxy. On any matter as to which a Member is entitled personally to cast the vote for his or her Lot, such vote may be cast in person or by proxy, subject to the limitations of the Act relating to the use of general proxies and subject to any specific provision to the contrary in this Indenture.

(c) Every proxy shall be in writing specifying the Lot for which it is given, signed by the Member or his or her duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

(d) Every proxy shall be revocable and shall automatically cease upon: (a) conveyance of any Lot for which it was given; (b) receipt by the Secretary of a written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person; or (c) eleven (11) months from the date of the proxy, unless a shorter period is specified in the proxy.



12. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association. Such consents shall be filed with the minutes of the Association, and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice summarizing the material features of the authorized action to all Members entitled to vote who did not give their written consent.

## ARTICLE VI

### ASSOCIATION'S DUTIES AND POWERS

The Association, acting by and through the Directors, shall have the rights, powers, duties and authorities described throughout this Indenture, and, without limiting the generality of any thereof, the following rights, powers, duties and authorities:

1. Acquisition, Disposition, Etc. of Common Ground. To acquire, receive, hold, convey, dispose of and administer the Common Ground in trust and in accordance with and pursuant to the provisions of this Indenture and the Revised Ordinances of the City, and to otherwise deal with the Common Ground as hereinafter set forth. Without limiting the generality of the foregoing, during the period in which Grantor retains the right under Article XII, Section 3 of this Indenture, upon request of Grantor and conditioned upon Grantor's receipt of the approvals required under said Section, the Directors shall cooperate with Grantor in its development of the Subdivision and any properties adjacent to the Subdivision, and to facilitate such development, shall have the right, in their discretion, to adjust and reconfigure the Common Ground and to grant easements thereon (including, but not limited to easements for appurtenances such as patios, decks, driveways and sidewalks, which, as a result of their original construction, encroach upon the Common Ground) and convey and/or exchange portions thereof to Grantor and the from time to time owners of adjoining Lots or parcels of land.

2. Control of Common Ground. To exercise such control over the easements, streets and roads, sidewalks (except for those easements, streets and roads and sidewalks which are now or may hereafter be dedicated to public bodies or agencies), entrances and entrance markers, lights, gates, park areas, lakes, cul-de-sac islands, medians, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities constituting Common Ground as may be shown on the record plat of the Subdivision, as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets and roads, etc., by the necessary public utilities and others, including the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sidewalks, sewers, pipes, poles, wires and other facilities and public utilities for services to the Lots, and the right to establish traffic rules and regulations for the usage of driveways, streets and parking lots in the Subdivision.



3. Maintenance of Common Ground. To exercise control over the Common Ground and easements (including, but not limited to, the Detention Easements shown on the plat of the Subdivision) for the exclusive use and benefit of residents of the Subdivision, and to pay real estate taxes and assessments on said Common Ground out of the general assessment hereinafter authorized; to maintain and improve the Common Ground with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures, and any and all other types of facilities; and to prescribe by reasonable rules and regulations the terms and conditions of the use of Common Ground.

4. Maintenance of Entrance Monument Easements. There are or may hereafter be created and established on the record plat of the Subdivision entrance monument easements, and without limiting the generality of Article VI, Section 3 of this Indenture, the Association shall have the power, authority and responsibility to maintain, improve and repair any entrance monuments installed within such easements as part of the Common Ground, and shall include the cost thereof in the annual assessment levied pursuant to Article X, Section 3 of this Indenture.

5. Maintenance of Detention Easements. There are or may hereafter be created and established on the record plat of the Subdivision detention easements, and without limiting the generality of Article VI, Section 3 of this Indenture, unless and until accepted for public use and maintenance, the Association shall have the power, authority and responsibility to maintain, improve and repair such easements and detention basins as part of the Common Ground, and shall include the cost thereof in the annual assessment levied pursuant to Article X, Section 3 of this Indenture.

6. Dedication. To dedicate to public use any private streets constructed or to be constructed in the Subdivision whenever such dedication would be accepted by a public agency.

7. Easements. To grant easements for public streets, sewers, utilities, wireless and cable television on and over the Common Ground. Notwithstanding anything contained in this Indenture to the contrary, if required in connection with Grantor's or its successors' or assigns' development of property adjacent to the Property, the Association shall grant Grantor, Cuiver River, Moscow Mills Water and Sewer Authority, Charter Cable Company and other public utilities, cable and fiber optics companies and their respective successors and assigns, the perpetual right and easement to enter the Common Ground at any time and from time to time to erect, install, maintain, repair, rebuild and operate water, sewer, gas, telephone, wireless power, cable television and fiber optics pipes, lines, poles and conduits including the right to clear the right-of-way for such pipes, lines, poles and conduits, and to keep it clear of brush and trees.

8. Enforcement. To prevent any infringement and to compel the performance of any restriction set out in this Indenture or established by law, and also any rules and regulations issued by the Directors governing the use of the Common Ground or any matters relating thereto. The power and authority herein granted to the Association is intended to be discretionary and not mandatory, and shall not restrict the right of any Owner to proceed in his own behalf. Without limiting the generality of the foregoing, the Board may impose sanctions for violation of this Indenture including, without limitation, the following:



(a) Imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot. In the absence of the Board's determination to the contrary, the fine shall be \$50.00 for the first violation, \$75.00 for the second violation and \$100.00 for the third and subsequent violations. The fine(s) may be doubled every thirty (30) days a violation continues. The Owners may vote to change the general fine schedule set forth herein by a majority vote of the Owners at a meeting where a quorum is present. The Board shall issue notices of fines, and before a fine shall be final, the Owner shall be given ten (10) days to appeal and request a hearing in front of the Board. If no request for a hearing or appeal is filed, the fine shall be final on the tenth (10th) day after notice was sent by first-class mail or hand delivery. If a hearing is requested, the Board may uphold, modify or eliminate the fine, which such action shall be final upon written notice to the Owner;

(b) suspending an Owner's right to vote;

(c) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association; and

(d) requiring an Owner, at the Owner's own expense, to remove any structure or improvement on such Owner's Lot in violation of this Indenture and to restore the Lot to its previous condition, and upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the Lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass.

In addition, the Board may take the following enforcement procedures to ensure compliance with this Indenture:

(1) exercising self help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); or

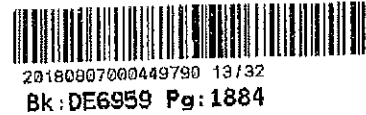
(2) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

All remedies set forth in this Indenture shall be cumulative of any remedies available at law or in equity. In any action to enforce this Indenture, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

The decision to pursue enforcement in any particular case shall be left to the Board's discretion. A decision not to enforce shall not be construed 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 permit the City to enforce ordinances within the Property for the benefit of the Association and its Members.

9. Vacant and Neglected Lots. To clean up rubbish and debris and remove grass and weeds from and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers

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upon any vacant or neglected Lots or parcels of land in the Subdivision, and to charge the Owners thereof with the reasonable expenses so incurred; provided, however, no Lots or parcels of land owned by Grantor on the Property shall be deemed "vacant" or "neglected" for purposes of this Section, and nothing herein contained shall abridge Grantor's rights under Article XII, Section 7 of this Indenture. In exercising their authority under this Section 9, neither the Board nor its agents or employees, shall be deemed guilty or liable for any manners of trespass or any other act or any injury, abatement, removal or planting.

10. Plans and Specifications. As more specifically provided in Article VIII hereof, to consider, approve or reject any and all plans and specifications for any and all buildings or structures and any additions or exterior renovations thereto, fences, satellite dishes, swimming pools, tennis courts, playground equipment and landscaping proposed for construction, erection or installation on any Lot. In acting hereunder, the Directors shall consider and apply the limitations and parameters established in this Indenture and shall otherwise use their discretion in determining what is best for the Subdivision as a whole, and in no event shall a decision to allow or disallow any item constitute precedent for any similar future request, nor shall such a decision be considered a reversal of any past request for similar approval.

11. Deposits. To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, swimming pool, tennis courts, or other structure in the Subdivision approved in accordance with Section 10 of this Article VI and Article VIII of this Indenture, in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent Lots and parcels, and that any and all damages to subdivision improvements shall be repaired.

12. Insurance. To purchase and maintain in force such insurance as they may deem appropriate, including, but not limited to, property insurance and liability insurance protecting the Association and the Owners from claims for personal injuries and property damage arising from use of the Common Ground and facilities.

13. Employment. In exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon the Association by the provisions of this Indenture, to from time to time enter into contracts, employ agents, servants and labor as they may deem necessary or advisable, and to defend suits brought against the Association or the Directors, individually or collectively, in their capacity as directors of the Association.

14. Condemnation. In the event it shall become necessary for any public agency to acquire all or any part of the Common Ground for a public purpose, the Directors are hereby authorized to negotiate with such agency for such acquisition and to execute all instruments necessary to that purpose. Should acquisition by eminent domain become necessary, only the Association need be made a party, and any proceeds received shall be held by the Association for the benefit of those entitled to the use of said Common Ground.

15. Variances. To grant variances from the provisions of this Indenture where, in the sole discretion of the Directors, due cause therefor is demonstrated by an Owner.



16. Rules and Regulations. The Association may adopt rules and regulations that are not inconsistent with this Indenture.

## ARTICLE VII

### EASEMENTS

1. Association's Easements. (a) Without limiting the generality of any other provision of this Indenture, the Property shall be subject to a perpetual easement in gross in favor of the Association for ingress and egress to perform its obligations and duties as required by this Indenture. Should it be necessary to enter any Lot to effect a repair or to perform any maintenance or other duty of the Association under this Indenture, the employees, agents, contractors and subcontractors engaged by the Association shall have authority to do so upon presentation to the Owner of a work order or other directive from the Association.

(b) The Association is also hereby granted perpetual easements to maintain any portions of the Common Ground which encroach upon the Lots.

(c) All easements and rights herein established for the benefit of the Association shall run with title to the Property and be binding on the from time to time Owners, purchasers, mortgagees and all other Persons having an interest in any Lot, whether or not such easements are mentioned or described in any deed of conveyance.

2. Owners' Easements. Perpetual easements are hereby established appurtenant to all Lots for use by the Owners thereof, their families and guests, invitees and servants, of the Common Ground. Each Owner is further granted a perpetual easement, running with the ownership of his Lot, to use and occupy the balcony, terrace, patio, deck, sidewalks, driveways and garage, if any, which are part of the improvements originally constructed and the retaining wall(s), if any, on such Lot, should there be any encroachment on the Common Ground or any other Lot. Although this provision is intended primarily to pertain to overhanging gutters, eaves and similar items of construction, it shall nevertheless be construed broadly to include all forms of overhangs and construction. All easements and rights herein established shall run with the land and inure to the benefit of and be binding on Grantor and any Owner, purchaser, mortgagee or other person having an interest in any portion of the Property, whether or not such easements are mentioned or described in any deed of conveyance.

3. Utility Easements. In addition to all other easements established in this Indenture or on the Plat, easements are hereby established in favor of the Association, the Owners and the applicable utility companies to construct, reconstruct, repair, replace and maintain any sanitary or storm sewers, water, electric, gas, cable television or telephone lines or connections, and to enter upon the Lots or the Common Ground to repair, replace and generally maintain said connections. Notwithstanding any other provision of this Indenture, if the Directors deem the repair, replacement or maintenance of any such connection to be an emergency, the Directors shall have the right in their discretion to repair, replace or maintain such connection and assess the cost thereof against the Owners of the Lots served thereby, and each Owner covenants to pay any such assessment upon demand. If not paid when due, such assessment shall be and become



a continuing lien on the benefitted Lot and the personal obligation of the Owner, and shall be subject to collection in the manner set forth in Article X hereof.

4. Easement to Inspect and Right to Correct. Grantor reserves for itself and others it may designate the right to inspect, monitor, test, redesign, and correct any structure, improvement or condition which may exist on any portion of the Property, including the Lots, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner. The person exercising this easement shall promptly repair, at such person's own expense, any damage resulting from such exercise. Further, without limiting the generality of the foregoing, Grantor reserves the right to periodically enter upon the Common Ground to inspect the maintenance and upkeep of the Common Ground, including building exteriors, common mechanical systems, common structural items, landscaping, irrigation systems and common area amenities such as playgrounds and club houses that may have been constructed by Grantor. Grantor will schedule and coordinate its review of the Common Ground throughout the president of the Board. During the inspection, Grantor will review and, if appropriate, make recommendations to the Association relating to the repair, maintenance and upkeep of the Common Ground. Grantor may also, if it so chooses, make repairs or take other corrective action with respect to repair or maintenance items that it identifies during the review.

## ARTICLE VIII

### ARCHITECTURAL AND ENVIRONMENTAL CONTROL

1. Architectural Approval. From and after such time as a Lot becomes subject to assessment as provided in Article X of this Indenture, no building, fence, wall, driveway, deck, patio, patio enclosure, screened porch or other structure, swimming pool, tennis courts or improvement shall be commenced, erected or maintained on such Lot, nor shall any exterior addition to, removal of all or any part thereof, or exterior change or alteration (structural or nonstructural) in any improvement on such Lot be made, nor shall any tree with a three inch (3") or greater caliper be removed, nor shall the grade or slope of any Lot be changed, nor shall any item, apparatus or device be attached to or the color or other exterior appearance of any structure upon any such Lot be changed until (i) the plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location and configuration of the same shall have been submitted to and approved in writing by the Directors, or, if so appointed by the Directors in their sole discretion, by an architectural control committee composed of three (3) or more Owners, and (ii) all permits required by the County and/or City or any other governmental authority having jurisdiction over the project have been received. Reference herein to "Architectural Control Committee," shall refer either to the aforesaid committee, if appointed and constituted, or to the Directors, whichever happens to be acting at the time. In the event the Architectural Control Committee fails to approve or disapprove any design, materials, colors or location within sixty (60) days after all required plans and specifications have been submitted to it (and fees, if required, have been paid), or such longer period as the Architectural Control Committee may indicate in writing is reasonably necessary to complete its review and analysis of such materials, approval will not be required and this provision will be deemed to have been fully complied with. The Architectural Control





Committee is authorized where it deems appropriate to charge a review fee for any submission to defray the costs of reviews it conducts or authorizes. All requests hereunder shall be submitted to the Architectural Control Committee in writing, and shall be deemed submitted when personally delivered to the Architectural Control Committee:

- (a) At the address from time to time designated for such purposes, or
- (b) When receipted by the Architectural Control Committee if sent to the Committee at the aforesaid address by postage prepaid, registered or certified mail, return receipt requested, or
- (c) Delivered to every Committee member.

2. Architectural Restrictions. Without limiting any other provision of this Indenture or diminishing the authority of the Architectural Control Committee under Article VIII, Section 1 of this Indenture, the following restrictions shall apply to all Lots within the Subdivision:

- (a) No fence, hedge or mass planting shall be erected, place or altered on any Lot nearer to any street than the minimum building set-back line without the approval of the Architectural Control Committee and appropriate governmental authorities.
- (b) No fence may be erected on any Lot that borders Common Ground without the approval of the Architectural Control Committee.
- (c) No Lot Owner shall change the appearance of any improvements within or upon the Common Ground.
- (d) No addition, alteration or improvement to the Lots or Common Ground shall, without the prior approval of the Directors, cause any increase in the premiums of any insurance policies carried by the Association or by the Owners of any Lots other than those affected by such change.
- (e) No separate detached buildings, storage sheds, barns or other structures are to be placed on any Lot within the Subdivision.
- (f) Room, garage or other additions to the improvements on any Lot must be of similar materials and siding color as the main structure, and all specifications of material, plans and colors must first receive approval from the Architectural Control Committee.

3. Construction. If construction does not commence on a project approved under the provisions of Section 1 of this Article VIII within one year after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Architectural Control Committee grants an extension in writing, which it shall not be obligated to do. If



approved work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Directors, Grantor or any aggrieved Owner.

4. Applications. The Architectural Control Committee may, by resolution, require all applications to be filed in a specified manner to a designated address, and unless observed, the application shall not be deemed to have been received. The Architectural Control Committee is authorized where it deems appropriate to charge a review fee for any submission to defray the costs of reviews it conducts or authorizes. Further, the Architectural Control Committee may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

5. Non-Waiver. Approval of applications or plans shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

6. Disclaimers. (a) Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the Architectural Control Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property owners.

(b) Neither Grantor, the Directors, the Association, nor any committee or member of any of the foregoing shall be held liable for soil conditions, drainage or other general site work; any defects in plans revised or approved hereunder; any loss or damage 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 construction on or modifications to any Lot.

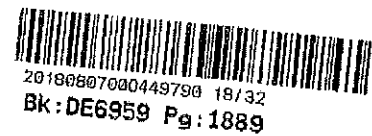
## ARTICLE IX

### SEWERS AND DRAINAGE FACILITIES

1. Association's Responsibility - Common Ground. The Association shall be responsible for the maintenance, repair and replacement of the private sanitary and storm sewers, if any, detention basins, and any other sanitary or storm sewers or drainage facilities located on and servicing the Subdivision.

2. Owners' Responsibility. Notwithstanding the provisions of Section 1 of this Article IX to the contrary, each Owner shall be responsible for the maintenance, repair and replacement of the lateral sewage line or lines servicing such Owner's Lot.

3. Sump Pump Drainage. Perpetual easements fifteen feet (15') in width along the rear lot lines and four feet (4') in width along the side lot lines of all Lots in the Property are hereby established for sump pump drainage purposes. Without limiting the generality of the



provisions of Article VI, Section 3, or any other provision of this Indenture, the Association shall be responsible for the maintenance, cleaning and repair of all such sump pump drainage easements, and is hereby granted easements in gross upon and across the Property for ingress to and egress from such sump pump drainage easements and as otherwise required to perform its duties and responsibilities under this Indenture.

## ARTICLE X

### ASSESSMENTS

1. General. Grantor, for each Lot within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay (i) annual assessments or charges; and (ii) special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments together with such interest thereon and costs of collection thereof shall be a charge on the Lot and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

2. Purpose. The assessments levied under this Article shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision including (i) performing the services and carrying out the functions herein authorized, (ii) acquiring, improving, maintaining and operating the Common Ground and all facilities thereon and easements established herein or on the plat(s) of the Subdivision including, but not limited to, the payment of taxes and insurance thereon, the cost of labor, equipment and materials used in the repair, maintenance and replacement thereof, (iii) the cost of management and supervision of the Common Ground, and (iv) such other needs as may arise.

3. Annual Assessments. Until increased as herein authorized, the maximum annual assessment shall be Two Hundred and Fifty Dollars (\$ 250.00 ) per Lot; plus a one-time capitalization fee to be paid at closing pursuant to Article X, Section 11 provided, however, that the Directors may increase such assessment for any assessment year by an amount which is equal to the increase in the Consumer Price Index as indicated by the last available Index published prior to the assessment year over the corresponding last available Index published prior to commencement of the first assessment year hereunder. If such Index be discontinued, the Directors shall utilize a successor index, determined by the Directors in their sole judgment, to be most similar to the discontinued Index.

The Directors may, after consideration of current maintenance costs and future costs and needs, fix the actual assessment for any year at a lesser amount. The Directors may increase the basis and maximum annual assessments provided for herein upon the approval of a majority of the Directors and the assent of a majority of the Class "A" Members voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been sent to all



Class "A" Members at least thirty (30) days in advance and shall set forth the purpose of the meetings.

Each annual assessment shall be levied prior to or during the year for which it is levied, notice thereof being given by first class mail addressed to the last known or usual post office address of each Owner and deposited in the United States mail with postage prepaid, or by posting of a notice of the assessment upon the Lot against which it applies or by e-mail. Each annual assessment shall be due on the date which is thirty (30) days after such mailing or posting, and shall become delinquent if not paid within thirty (30) days following such due date.

4. Storm Water Facilities. In addition to the foregoing, the Directors are authorized to make separate annual assessments upon and against each Lot for the purpose of maintaining or repairing storm water storage, disposal or sewer facilities located within the Subdivision; provided, however, the separate power granted to the Directors by this Section 4 shall expire with the calendar year following the acceptance of any such storm water facilities for public maintenance. Any assessment made under authority granted in this, Section 4, shall be assessed and collected in the same manner as the assessments under Section 3 above, and the Directors shall have the same powers of collection and lien rights against the Lots as provided in said Section 3.

5. Special Assessments. If at any time the Directors consider it necessary to make any expenditure requiring an assessment additional to the annual assessment, they shall submit a written outline of the contemplated project and the amount of the assessment required to the then Lot Owners. If such assessment is approved either by a majority of the votes cast in person and by proxy at a meeting of the Owners called by the Directors, or on written consent of a majority of the total votes entitled to vote thereon, the Directors shall notify all Owners of the additional assessment; provided, however, that in determining such required majority, only those Owners who have paid all prior assessments shall be entitled to vote. The limit of the annual assessments for general purposes set forth in Section 3 hereof shall not apply to any assessment made under the provisions of this Section 5. Notice of any special assessment hereunder shall be given in the same manner as notices of annual assessments are given, with such assessment becoming delinquent thirty (30) days after the date of such notice.

6. Prorations. Should a Lot become subject to assessments after January 1 in any year, and should an annual or special assessment have been levied for that year, then such assessment shall be adjusted so that such Lot shall be charged with a portion of the assessment prorated for the balance of the year.

7. Interest and Liens. All assessments shall bear interest at the rate of ten percent (10%) or the statutory rate, whichever is higher, from the date of delinquency, and such assessment, together with interest and costs of collection, shall constitute a lien upon the Lot against which assessed until fully paid. As an assessment becomes delinquent, the Directors may execute, acknowledge and record an instrument reciting the lien in the County Records, and thereafter institute any appropriate legal action to enforce such lien. Should an Owner pay an assessment after the recording of notice, the Directors shall, at the expense of the Owner, cause the lien to be released of record.



The lien of the assessments provided for herein shall be subordinate to the lien of any institutional (bank, pension or retirement fund, insurance company or federally insured mortgage) first mortgage now or hereafter placed upon any Lot with respect to which assessments have become due and payable prior to a sale or transfer of such Lot pursuant to foreclosure or transfer in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. As used herein, the term "mortgage" or "mortgages" shall include deed or deeds of trust.

8. Exemptions. The following properties subject to this Indenture shall be exempt from the assessments, charges and liens created herein:

- (a) All Common Ground;
  - (b) All properties exempted from taxation under the laws of the State of Missouri;
- and
- (c) All Lots owned by Grantor until occupied or until title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sales in bulk or at wholesale to others for development or resale). No Lot devoted to residential use shall be exempt from assessment hereunder.

9. Keeping of Funds. The Association shall deposit its funds in a bank protected by the Federal Deposit Insurance Corporation.

10. Ordinance Compliance. Notwithstanding any other provisions herein, the Association shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations of the City, including, but not limited to, street lights, and for such purposes shall not be limited to the maximum assessment provided for herein.

11. Capitalization. Upon acquisition of record title to a Lot by the first Owner thereof other than Grantor (or a builder within the definition of "Grantor"), a contribution shall be made by or on behalf of such Owner to the working capital of the Subdivision in an amount equal to the greater of (i) Two Hundred and Fifty Dollars (\$ 250.00), or (ii) one-sixth of the annual per Lot Assessment for that year. The amount to be contributed pursuant to this Section shall be in addition to, not in lieu of, the annual Assessment, and shall not be considered an advance payment of such assessment.

12. Change of Ownership. Upon the conveyance of any Lot in the Subdivision other than a conveyance by Grantor, the conveying Owner or grantee of such Lot shall give the Association written notice of such conveyance and pay the Association a One Hundred and 00/100 Dollar (\$100.00) transfer and administrative fee to cover the Association's expenses resulting from such change in ownership. Until paid, the transfer fee due hereunder shall constitute a lien on the transferred Lot, and shall bear interest and be subject to collection as provided in Section 6 of this Article X.



## ARTICLE XI

## RESTRICTIONS

In addition to the limitations and restrictions imposed by other provisions of this Indenture and the Declaration, the following restrictions are imposed upon and against the Property and each Lot now or hereafter existing in the Subdivision:

1. Building Use. No building or structure shall, without the approval of the Directors, be used for a purpose other than that for which the building or structure was originally designed.

2. Building Location. No building or structure shall be located on any Lot nearer to the street(s) upon which such Lot fronts or by which such lot is bordered or the side or rear lot lines than the front building line or side or rear set-back lines shown on the plat(s) of the Subdivision.

3. Resubdivision. No Lot shall be resubdivided nor shall a fractional part of any Lot be sold without the consent of the Directors. In the event either of the foregoing is approved, then the assessment attributable to the Lot so subdivided shall be pro-rated between the resulting Lots.

4. Commercial Use. Except for the promotional activities conducted by Grantor in connection with the development of the Subdivision and the marketing and sale of residences therein and the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances, no commercial activities of any kind shall be conducted on any Lot.

5. Nuisances. No loud, noxious or offensive activity shall be carried on upon any Lot or Common Ground in the Subdivision, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. Without limiting the generality of the foregoing,

(a) no motorized vehicles including, but not limited to, cars, go-carts, ATVs, recreational vehicles (RVs), tractors, truck-tractors, campers, or house trailers shall be operated, driven, ridden, parked, stored or otherwise placed on, in or about the Common Ground;

(b) no exterior lighting shall be directed outside the boundaries of a Lot or other parcel;

(c) no trash, leaves, debris or other materials shall be burned on any Lot or within the Common Ground;

(d) except alarm devices used exclusively for security purposes, no radio, loudspeaker, horn, whistle, bell, or other sound device shall be used or discharged at a volume audible to occupants of other Lots;

(e) no firecrackers or other fireworks shall be used or discharged in the Subdivision;



(f) no grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances shall be dumped in any drainage ditch, stream, pond, lake, or elsewhere within the Property;

(g) no wildlife shall be captured, trapped or killed within the Subdivision; and

(h) no activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Property or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution shall be conducted in the Subdivision.

6. Maintenance. Each Owner shall maintain and keep his Lot in good order and repair, and shall do nothing which would be in violation of law. Trash, rubbish, toys (including portable basketball goals), tools, cases, crates or any discarded item shall not be left in the yard of any Lot overnight, and no exterior front yard appurtenances such as sculptures, bird baths or similar personal property items which are not permanently affixed to or made a part of the realty shall be placed in the front yard of any Lot.

7. Obstructions. There shall be no obstruction of any portion of the Common Ground or any storage or construction or planting thereon by an Owner. No clothes, laundry or other articles or equipment shall be placed, hung, exposed or stored in any portion of the Common Ground or in any portion of the exterior or yard area of any Lot or on or about the exterior of any building.

8. Animals. No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept in the Subdivision, except that no more than two dogs, cats, or other household pets (except house pets with vicious propensities) may be kept or maintained on any Lot, provided that such pets are not kept for any commercial purpose and provided that such pets are at all times (except when enclosed by an in ground electric fence) leashed and no "runs" or other outside structures are erected or installed therefor. The keeping of any pet which is or becomes a nuisance (as determined by the Directors in their sole judgment) or annoyance to the neighborhood is prohibited.

9. Trucks, Boats, Etc. Except during periods of approved construction on a Lot, no trucks (other than vans and pick-up trucks not exceeding 3/4 ton) or commercial vehicles (as hereinafter defined), buses, boats, motorcycles, campers, house trailers, boat trailers or trailers of any other description shall be permitted to be parked or stored on any Lot unless parked or stored in an enclosed garage or in such other enclosure (open or otherwise) approved by the Architectural Control Committee. Further, no motor vehicle or equipment shall be repaired or otherwise serviced in front of or adjacent to any residence in the Subdivision. As used herein, "commercial vehicle" shall mean a motor vehicle designed or regularly used for carrying freight and merchandise or more than nine (9) passengers.

10. Abandoned Vehicles. No abandoned cars, motorcycles, jeeps, trucks or motor vehicles of any kind whatsoever that are unable to move under their own power may be stored or permitted to remain upon any of the Common Ground or on any Lot. If any such motor vehicle is so stored or remains on the aforesaid premises, the Directors may take the necessary steps to remove the same at the Owner's expense.



11. Vehicular Sight Lines. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no live tree shall be removed without the approval of the Architectural Control Committee.

12. Out Buildings and Installations. No structure of a temporary character, trailer, tent, shack, garage, metal or wooden shed, barn or other out building shall be installed, constructed or maintained on any Lot at any time. Permanent basketball or other sports goals or game boards shall not be permitted in the Subdivision, and temporary goals shall not be placed on the Common Ground.

13. Signs. No signs, advertisements, billboards or advertising structures of any kind may be erected, maintained or displayed on any Lot; provided, however, that nothing herein shall prohibit (i) Owners from placing one "For Sale" or "For Rent" sign (not to exceed 2 feet x 4 feet in dimension) on the Lot, or (ii) signs erected or displayed by Grantor in connection with the development of the Subdivision and the marketing and sale of residences therein.

14. Garbage. No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored in the open on any Lot, but shall be kept secured within the improvements located on each Lot; provided, however, after sunrise on any day designated for trash pick-up, trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pick-up; and, provided, further, that trash cans or receptacles shall be removed and secured within the improvements on each Lot prior to sundown of the same day.

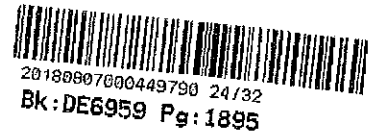
15. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are established in this Indenture and are or will be reserved as shown on the recorded plat(s) of the Subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

16. Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or portion of the Subdivision. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or portion of the Subdivision.

17. Cul-De-Sac, Etc. No above-ground structure, other than required street lights and fire hydrants, may be erected upon a cul-de-sac island, divided street entry island, or median strip.

18. Fences. No fencing or screening of any kind shall be erected or maintained on any Lot without the prior written consent of the Architectural Committee and in strict compliance with the following standards and requirements, to wit:





(a) Other than as expressly permitted by the provisions of this Section 18, the maximum height for full perimeter fencing shall be seventy-two inches (72").

(b) Fencing shall only enclose the rear yards of any Lot. Rear yard fencing shall be full perimeter, and no fencing shall be erected or maintained on any Lot between the rear corner of the residence constructed upon such Lot and the street upon which such residence fronts. Except under extraordinary circumstances (as defined below), fencing must start at the rear corners of the residence and must be within four inches (4") of the lot lines and lot corners. With respect to corner Lots, fencing along the side or the rear yard facing the street shall not be placed any nearer to said street than four inches (4") of the building line limit established by the subdivision plat.

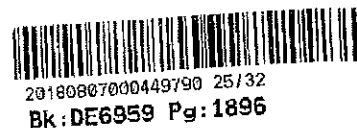
As used in this, paragraph, the term "extraordinary circumstances" shall include the necessity to protect "green space," avoiding the destruction of a tree canopy, a severe or extreme rear yard slope, or in certain instances determined by the Architectural Committee, the interference by utility structures. When an extraordinary circumstance exists, with prior written consent of the Architectural Committee, fencing may be set beyond four inches (4") of the lot lines and lot corners; provided, however, prior to providing its consent, the Architectural Committee may, in its discretion, require the written approval of all adjoining Lot Owners for the fence variance. In those instances where written consent is given, the Lot Owner shall continue to maintain that portion of such Owner's Lot that is located outside the fence, and the Owner's failure to do so on more than three (3) occasions (as determined by the Board serving notice of such failure on the Owner) shall be considered revocation of the variance whereupon the fence shall be deemed in violation of this Indenture and removed or brought into strict compliance within sixty (60) days after receipt of notice from the Board.

(c) All fencing shall be of either vinyl, steel or wrought iron materials. Under no circumstance will "chain link" fencing be considered acceptable, regardless of material composition or design. Certain other materials or combinations of materials or designs may be approved on a case-by-case basis by the Architectural committee, whose decision to allow or disallow any other material or design shall be final.

(d) Except for certain approved styles of vinyl or wrought iron fencing, fencing may be picket width up to a maximum of six inches (6"), and regardless of picket width, the minimum open space between pickets shall be three inches. Request of reduction of minimum open space or maximum height requirements as stipulated herein due to owners pet(s) shall not be cause for waiver of these requirements by the Architectural Committee..

(e) All fence posts shall be anchored in a base of concrete at least one foot (1') six inches (6") deep into the soil.

(f) Swimming pool fencing shall only be of wrought iron, and under no circumstances may swimming pool fencing exceed a height of fifty four inches (54"). Swimming pool fencing may be erected either around the perimeter of the concrete or wood swimming pool apron or as a full perimeter fence.



(g) Notwithstanding any provision hereof to the contrary, with the prior written consent of the Architectural Committee, a six foot (6') privacy fence may be placed along the border of a busy street or to screen an adjacent parcel of property not within the Subdivision. In such event, the fencing on all Lots bordering such area shall be of the same style, material and configuration.

(h) Within one (1) year following the erection of a fence, the Board may, in its sole discretion, require the Owner to landscape along such fence, in which event landscaping may include vegetation such as rambling rose, evergreen shrubbery or such similar materials as may be approved by the Board.

19. Decks, Porches, Screen Porches. All decks, patios, patio enclosures, screened porches, wooden walks and/or stairways and other such improvements approved by the Architectural Committee for construction within the Subdivision shall be constructed directly behind the residence to which they are appurtenant, and under no circumstances shall any such improvement extend beyond the sight line as viewed when looking straight down the side of the structure into the backyard.

20. Television Antennae. No exterior television or radio antenna, towers, direct broadcast satellite dishes or antennas used to receive multichannel multi point distribution (wireless cable) signals may be installed in the Subdivision without the prior approval of the Architectural Control Committee under Article VIII of this Indenture; provided, however, in reviewing a request for approval of any such device, the Architectural Control Committee shall comply with all Federal, State and local laws, ordinances and regulations, and shall not impose any restriction which will preclude an Owner's receipt of an acceptable quality signal.

21. Hazardous and/or Unsightly Materials. No above-ground gas, propane or gasoline, oil or other hazardous material storage tanks or devices shall be permitted upon or in any Lot or the Common Ground of the Subdivision.

22. Swimming Pools. (a) No above ground swimming pools will be allowed on any Lot in the Subdivision.

(b) All in ground pools must have at least four feet (4') of concrete or some other such decking material surrounding the entire pool.

(c) Any requirements set forth in this Section for approval of installation of pools that may conflict with any governmental codes or guidelines may be changed by the Directors to conform with such governmental guidelines.

## ARTICLE XII

### GENERAL PROVISIONS

These general provisions shall apply to the foregoing Indenture:

1. Actions by Directors. The Directors are authorized to act through a representative, provided, however, that all acts of the Directors shall be agreed upon by at least a



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majority of said Directors. No Director shall be held personally responsible for his wrongful acts or for the wrongful acts of others, and no Director shall be held personally liable for injury or damage to persons or property by reason of any act or failure to act of the Directors, collectively or individually. The Directors from time to time serving hereunder, except Directors appointed pursuant to Article V, Section 4(a) hereof, shall not be entitled to any compensation or fee for services performed pursuant to this Indenture.

2. Indemnification of Officers, Directors and Others. Subject to the indemnification provisions in Chapter 355 of Mo. Rev. Stat. in Missouri Revised Statutes, as the same may be amended, the Association shall indemnify every officer, director, and committee member against all damages and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and Missouri law.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association).

The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

3. Amendments. Until all Lots authorized to be developed in the Property have been sold and conveyed for residential use, the provisions hereof may only be amended, modified or changed in whole or in part and as to all or any portion of the Property by Grantor, and thereafter, the provisions hereof may only be amended, modified or changed by the written consent of two-thirds of all the Lot Owners. To be effective, any amendment, modification or change to the provisions of this Indenture shall be recorded in the Office of the Recorder of Deeds for the County; provided, however, any such amendment, modification or change adopted by Grantor shall be reviewed by the City of Moscow Mills. No amendment, modification or change shall reduce or modify the obligations or rights granted to or imposed upon the Trustees or eliminate the requirement that there be Trustees unless some person or entity is substituted for the Trustees with their responsibilities and duties in a manner approved by the Moscow Mills Director of Planning.

4. Severability, Etc. All covenants and agreements herein are expressly declared to be independent and not interdependent. No laches, waiver, estoppel, condemnation or failure of title as to any part of the Property or any Lot in the Subdivision shall be of any effect to modify, invalidate or annul any grant, covenant or agreement herein with respect to the remainder of the



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Property, saving always the right to amendment, modification or repeal as hereinabove expressly provided.

5. Invalidation. Invalidation of any one of the covenants of this Indenture shall in no way affect any other provision hereof.

6. Assignment of Grantor. The rights, powers and obligations granted to Grantor may be assigned or transferred by Grantor, in whole or in part, to any other person or entity or persons or entities to whom Grantor sells, transfers or assigns all or any of the Lots in the Subdivision.

7. Rights During Construction and Sale. Notwithstanding any provision contained in this Indenture to the contrary, until all Lots authorized to be developed in the Subdivision have been sold and conveyed for residential use, Grantor and its successors and assigns shall have the right and privilege (i) to erect and maintain advertising signs, sales flags and other sales devices and banners for the purpose of aiding the sale of Lots in the Subdivision; (ii) to maintain sales, business and construction offices in display homes or trailers in the Subdivision (including without limitation, the Common Ground) to facilitate the completion of development of the Subdivision and construction and sale of residences; and (iii) to park and to allow its subcontractors to park trucks and stock pile and store materials on any Lot(s) or on the Common Ground. Grantor's construction activities shall not be considered a nuisance, and Grantor hereby reserves the right and privilege for itself and its successors and assigns to conduct the activities enumerated in this Section until all Lots in the Subdivision have been sold and conveyed for residential purposes. The provisions of this, Article XII, Section 7, shall not be amended, modified or deleted without the prior written consent of Grantor.

8. Use of Common Areas by Non-Residents. The common areas, including open spaces, recreational areas, or other Common Ground, shall be for the benefit, use and enjoyment of the Owners and residents, present and future, of the Subdivision. The Common Ground may also be used by residents outside the Subdivision, subject to the following terms and limitations:

(a) No resident of the Subdivision shall be denied the use of the open spaces, recreational facilities, or other Common Ground for any reason related to the extension of such privilege to non-residents;

(b) All rules and regulations promulgated pursuant to this Indenture with respect to residents of the Subdivision shall be applied equally to the residents;

(c) All rules and regulations promulgated pursuant to this Indenture with respect to non-residents of the Subdivision shall be applied equally to the non-residents; and

(d) At any time after the recording of this Indenture, a majority of the residents of the Subdivision, by election duly called, may elect to allow or disallow usage of the open space, recreational facilities or other Common Ground by non-residents.

9. Term. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Indenture shall run with and bind the Property for the duration of the trust under Article II of this Indenture, after which said covenants



and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of two-thirds (2/3rds) of the Lots subject hereto has been recorded agreeing to terminate this Indenture as of the end of any such ten (10) year period. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such termination, and unless written notice of the proposed agreement of termination is sent to every Owner at least ninety (90) days in advance of any action taken.

IN WITNESS WHEREOF, Grantor has executed this Indenture this 2nd day of August, 2018.

GRANTOR:

HOUSTON HOMES, L.L.C., a Missouri limited liability company

BY: 

Name: John Houston  
Title: Owner/Member

STATE OF MISSOURI     )  
  ) ss  
COUNTY OF LINCOLN    )

On this 2nd day of August, 2018, before me personally appeared John Houston owner/member of Houston Homes, L.L.C., a Missouri limited liability company, known to me to be the person who executed the foregoing in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

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.



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DANETTE VELLIA  
My Commission Expires  
November 29, 2019  
St. Charles County  
Commission #11479625

Danette Vellia  
Notary Public

## ASSOCIATION:

HADLEY GROVE SUBDIVISION HOME OWNERS ASSOCIATION, a Missouri not-for-profit corporation

BY: [Signature]  
Name: John A. Houston  
Title: Owner/Member

STATE OF MISSOURI )  
 ) ss  
COUNTY OF LINCOLN )

On this 7<sup>th</sup> day of Aug, 2018, before me personally appeared John A. Houston to me personally known, who, being by me duly sworn, did say that he is the owner/member of Hadley Grove Subdivision Home Owners Association, a not-for-profit corporation of the State of Missouri, and that said instrument was signed in behalf of said not-for-profit corporation, and acknowledged said instrument to be the free act and deed of said not-for-profit corporation.

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.



DANETTE VELLIA  
My Commission Expires  
November 29, 2019  
St. Charles County  
Commission #11479625

Danette Vellia  
Notary Public

HADLEY GROVE SUBDIVISION HOME OWNERS ASSOCIATION, a Missouri not-for-profit corporation

BY: [Signature]  
Name: Dorothy Houston  
Title: Owner/Member



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STATE OF MISSOURI     )  
                                      ) ss  
COUNTY OF LINCOLN    )

On this 2nd day of August, 2018, before me personally appeared Dorothy Haystack, to me personally known, who, being by me duly sworn, did say that she is the owner/member of Hadley Grove Subdivision Home Owners Association, a not-for-profit corporation of the State of Missouri, and that said instrument was signed in behalf of said not-for-profit corporation, and acknowledged said instrument to be the free act and deed of said not-for-profit corporation.

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.



DANETTE VELLIA  
My Commission Expires  
November 29, 2019  
St. Charles County  
Commission #11478625

Danette Vellia  
Notary Public

HADLEY GROVE SUBDIVISION HOME OWNERS ASSOCIATION, a Missouri not-for-profit corporation

BY: \_\_\_\_\_  
Name:  
Title:

STATE OF MISSOURI     )  
                                      ) ss  
COUNTY OF LINCOLN    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of Hadley Grove Subdivision Home Owners Association, a not-for-profit corporation of the State of Missouri, and that said instrument was signed in behalf of said not-for-profit corporation, and acknowledged said instrument to be the free act and deed of said not-for-profit corporation.



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.

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Notary Public





EXHIBIT A  
LEGAL DESCRIPTION

The following described property situated in the County of Lincoln, and State of Missouri, to-wit:

Tract No. 1

A tract of land being part of the Southeast Quarter of Section 9, Township 48 North, Range 1 East, Lincoln County, Missouri, and being described as follows: Commencing at the Southwest corner of the Southeast Quarter; thence along the West line of the Southeast Quarter; North 01 degree 00 minutes East 1904.00 feet (record) 1922.85 feet (actual) to an old post at the place of beginning of the said tract of land; thence along the South line of a tract of land described in Book 353 at Page 320 and Book 286 at Page 878 of the Lincoln County Records, South 89 degrees 41 minutes East 1279.85 feet; thence along the West line of Missouri State Highway "MM", South 41 degrees 30 minutes East 400.00 feet to an iron rod; thence leaving the said West line, South 66 degrees 01 minutes West 247.62 feet to an iron rod; thence North 01 degree 12 minutes East 25.98 feet to an iron rod; thence North 88 degrees 48 minutes West 66.62 feet to an iron rod; thence South 01 degree 12 minutes West 27.02 feet to an iron rod; thence North 89 degrees 41 minutes West 659.09 feet to an iron rod; thence South 01 degree 00 minutes West 507.98 feet to an iron rod; thence North 89 degrees 41 minutes West 600.00 feet to an iron rod; thence along the West line of the Southeast Quarter, North 01 degree 00 minutes East 908.01 feet to the place of beginning and containing 20.00 acres, more or less.

Tract No. 2

A tract of land being part of the Southeast Quarter of Section 9, Township 48 North, Range 1 East, Lincoln County, Missouri, and being described as follows: Commencing at the Southwest corner of the Southeast Quarter; thence along the West line of the Southeast Quarter, North 01 degree 00 minutes East 1904.00 feet (record) 1922.85 feet (actual) to an old post; thence along the South line of a tract of land described in Book 353 at page 320 and Book 286 at page 878 of the Lincoln County Records, South 89 degrees 41 minutes East 1279.85 feet; thence along the West line of Missouri State Highway "MM", South 41 degrees 30 minutes East 400.00 feet to an iron rod at the place of beginning of the said tract of land; thence South 41 degrees 30 minutes East 80.00 feet to an iron rod; thence leaving the said South line of Missouri State Highway "MM", South 49 degrees 28 minutes West 202.36 feet to an old iron rod; thence North 89 degrees 56 minutes West 107.84 feet to an old iron rod; thence North 01 degree 53 minutes East 68.23 feet to an iron rod; thence North 66 degrees 01 minutes East 247.62 feet to the place of beginning and containing 0.50 acre, more or less.