
Title: DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR ORCHARD GROVE

Date: _____, 2021

Grantors: DJ LAND, LLC
Addresses: 111 N. Lincoln Drive
 Troy, MO 63379

Grantee: Orchard Grove Homeowners Association
Address: 111 N. Lincoln Drive
 Troy, MO 63379

Legal Description: See Exhibit A

Reference: Book _____, page _____, recorded on _____, 2021

Note: The labels and designations set forth on this cover page are for purposes of permitting recording only and shall not amend or change the substance of the document.

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS
FOR
ORCHARD GROVE**

PRELIMINARY STATEMENT

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR ORCHARD GROVE (the "Declaration") is made as of this _____ day of _____, 2021, by DJ LAND, LLC , a Missouri limited liability company ("Declarant").

RECITALS

WHEREAS, Orchard Grove Subdivision is a real estate development located in the City of Moscow Mills, Lincoln County, Missouri pursuant to the plat thereof recorded on _____, 2021 in Plat Book _____, page _____ in the Office of Recorder of Deeds for Lincoln County, Missouri;

WHEREAS; the Declarant owns all of that certain tract of land in the City of Moscow Mills, Lincoln County, Missouri, as such tract of land is more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Property");

WHEREAS, the Declarant intends by recordation of this Declaration, to subject the Property to the terms and provisions of this Declaration.

NOW, THEREFORE, the Declarant hereby declares that the Subdivision and any parts thereof, shall be held, sold, and conveyed subject to the following covenants, conditions, easements and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, the Subdivision and be binding on all parties having any right, title or interest in and to the Subdivision or any part thereof and shall inure to the benefit of each Owner thereof and their respective heirs, legatees, personal representatives, successors and assigns.

ARTICLE I
DEFINITIONS

1. "Assessment Year" shall be the calendar year.
2. "Association" shall mean and refer to the Orchard Grove Homeowners Association, Inc., a Missouri Chapter 355 Non Profit Corporation, its successors and assigns.
3. "Builder" shall mean and refer to any builder who purchases a Lot from the Declarant for purposes of building a Residence thereon.
4. "City" shall mean and refer to the City of Moscow Mills, Missouri.
5. "Common Area" or "Common Ground" shall mean and refer to any areas of land within the Subdivision which are now or hereafter conveyed to the Association, together with the improvements thereon, which are intended to be devoted to the common use and enjoyment of all Owners, including, without limitation, private storm water facilities, pipes, structures, detention and retention facilities, paths, and improvements not accepted for public maintenance by the City or any other governmental or quasi-governmental entity. Such Common Areas shall include, by way of example and not by way of limitation,

any area identified as “Entrance Monument”, “Common Mail Box”, “Detention Area”, designated on the Plat and all other area described on the Plat as “Common Ground” or “Common Area”.

6. “Declarant” shall mean and refer to Declarant and to its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from Declarant and the deed or another instrument executed by Declarant provides for the transfer of such rights.

7. “Easement Property” shall mean that certain property designated as easements in favor of the Association or Directors set forth on the Subdivision Plat or in an easement deed, including, without limitation, easements for storm sewer easements, retaining wall easements, retaining wall maintenance and access easements, entrance monument easements, or other easements designated on the Plat for the use and enjoyment of the Owners or Association or maintenance by the Association. Easement Property shall also include any retaining walls, fences, walkways, and/or sidewalks that may be constructed on or across any of the Lots, and are to be maintained by the Association where ever such retaining wall, walkways, fences, and/or sidewalks may be constructed.

8. “Directors” or “Board of Directors” shall mean and refer to the Board of Directors of the Association.

9. “Lot” or “Lots” shall mean and refer to the separately designated and numbered lots shown on the Plat, each of which contain or shall contain a single Residence, or the separately designated and numbered lots indicated on any supplemental plat of property subjected to this Declaration from time to time.

10. “Member” shall mean an Owner in such Owner’s capacity as a member of the Association as provided in Article IV.

11. “Owner” or “Owners” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

12. “Plat” shall mean and refer to the Plat of Orchard Grove Subdivision recorded on _____, 2021 in Plat Book _____, page _____ in the Office of Recorder of Deeds for the County of Lincoln, Missouri, which plat is incorporated herein by reference, and which plat reflects, among other matters, the Lots, the Common Area and certain utility easements. “Plat” shall also mean and refer to any additional subdivided property made subject to this Declaration from time to time by amendment in the manner provided herein.

13. “Residence” or “Residences” shall mean each single-family detached villa constructed upon the respective Lots within the Subdivision.

14. “Subdivision” shall mean and refer to the Property, as shown on the Plat, together with such additional parcels of real estate which may be subjected to this Declaration from time to time by amendment in the manner provided herein.

ARTICLE II
PROPERTY SUBJECT TO THIS
DECLARATION AND ADDITIONS THERETO

1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is the Subdivision, as shown on the Plat.

2. Additions to Existing Property. The Declarant may cause additional properties to be made subject to this Declaration by executing and recording an amendment to this Declaration, all without the consent of any Owner, mortgagee or holder of any deed of trust encumbering the Subdivision. The properties thus added may include areas and facilities which are to constitute a portion of the Common Areas. An amendment to this Declaration which adds Common Areas to the Subdivision may contain special covenants and restrictions as to such Common Areas.

ARTICLE III PROPERTY RIGHTS

1. Common Areas.

(a) Right of the Association. The Association, subject to the rights and obligations of the Owners set forth in this Declaration, as it may be amended and/or supplemented from time to time, shall have the right to and shall be responsible for, the exclusive management and control of the Common Areas and improvements thereon, together with the fixtures, equipment, and other personal property of the Association related thereto.

(b) Owners' Easements and Rights of Enjoyment. Subject to the terms and provisions of this Declaration, each Owner, and such Owner's family, guests and invitees shall have a nonexclusive, perpetual right and easement of ingress, egress, use and enjoyment over, across, upon, in and to the Common Areas, which easement shall include, without limitation, the right of access to and from, and use of, the Common Areas and the right to use, access, utility, water, sewer, drainage and ponding easements therein. Such right and easement shall be appurtenant to and shall pass with the title to each Lot that is part of the Subdivision, shall not be severable therefrom, and shall be subject to the following provisions:

(i) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility, if any, situated upon the Common Areas;

(ii) the right of the Association to dedicate all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be deemed advisable by the Association;

(iii) the right of each other Owner and such Owner's family, guests and invitees, to the open, unimpeded and unobstructed use of the Common Areas, as provided and limited in this Article;

(iv) the restriction that no Owner or member of such Owner's family or any guest or invitee of Owner or such Owner's family, shall operate, drive, ride, store or otherwise place any motorized vehicles on, in, or about any of the Common Areas, including, but not limited to, cars, golf carts, go-carts, trailers, recreational vehicles (RVs), sleds, snow mobiles, recreational motor vehicles, trucks, vans, all-terrain vehicles (ATVs), motorcycles, motorized bicycles, motor-tricycles, dirt bikes, minibikes, tractors, truck-tractors, campers, and house trailers;

(v) the easements, uses, limitations, conditions, reservations and restrictions hereinafter provided in this Declaration;

(vi) the right of the Directors, on behalf of the Association, to negotiate with any public agency for the conveyance of all or any part of the Common Areas, for any public purpose,

and to execute such instruments as may be necessary for such purpose, subject to the proceeds of any such conveyance being held by the Association in trust for the Owners.

Each Owner and such Owner's family, guests and invitees shall use and exercise their easement rights over the Common Areas in a reasonable manner so as not to endanger or harm others, create a nuisance for others, or cause any obstruction or impediment to the use of the easements created by this Declaration by others authorized to use them. Notwithstanding anything contained herein, the Board of Directors may (after notice and opportunity to be heard) levy a special assessment or charge against any Owner for the reasonable cost of repairing damage to the Common Areas caused by an Owner or such Owner's employees, agents, invitees or tenants. Such reasonable costs may include, but are not limited to, costs of repair and maintenance, costs of collection, interest, attorney's fees and other costs associated with making repairs or maintenance to the Common Areas or improvements thereon.

(c) Conveyance of Title. Title to the Common Areas shall be conveyed to the Association no later than the date by which Directors are elected by Owners. Upon termination of the Declaration, title to the Common Areas shall vest in the then Owners as tenants in common. The rights of such tenants shall only be exercisable appurtenant to and in conjunction with their Lot ownership and any conveyance or change of lot ownership shall convey ownership in the Common Area, as no interest in the Common Area shall be conveyed by any such tenant except in conjunction with the sale of such tenant's Lot.

2. Association Right to Grant Easements and Certain Easements Over Lots and Common Area. The Association shall have the right to grant permits, licenses, and easements over the Common Areas for utilities, access, and other purposes necessary or desirable for the operation of the Subdivision.

A perpetual, nonexclusive easement is hereby established in favor of the Association, its employees, agents, contractors, successors and assigns for a reasonable right of entry on any Lot to perform repairs or to do other work reasonably necessary for the proper maintenance of the Common Areas and/or to perform any of the powers, rights and duties available to or imposed upon the Association by this Declaration and/or the Bylaws of the Association, including, without limitation, enforcing the covenants and restrictions imposed by this Declaration.

A perpetual, nonexclusive easement is hereby established in favor of the Association, and until the last Lot in the Subdivision is sold and conveyed to an Owner other than a Builder or Declarant, to the Declarant and Declarant's employees, agents, contractors, successors and assigns to enter onto the Common Area for the purpose of performing repairs or doing other work reasonably necessary for the proper maintenance of the Common Area and structures therein, including, without limitation, landscaping and lawn care snow removal and application of ice and snow melt for accumulation of two inches or more and the application of ice and snow melt for accumulation of less than two inches.

Each Lot shall be subject to a perpetual easement in gross in favor of the Association, its successors and assigns, for ingress and egress to perform its obligations and duties as required by this Declaration. Should it be necessary or desirable, in the sole opinion of the Board of Directors of the Association, to enter a Lot to maintain, service, improve, repair, or replace any improvements, landscaping, or equipment, then the employees, agents and contractors and their respective agents, subcontractors, and employees shall be entitled to enter in, upon or about the Lot for such purpose. The Association shall specifically have the authority to enter any Lot for the fulfillment of its obligations and duties required herein.

13. Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. 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 of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area shown on the Plat and all improvements in it shall be maintained continuously by the Association, except for those improvements for which a public authority or utility company is responsible. In the event that any utilities and connections therefor serving a Residence are located in part on a Plat other than the Plat on which the Residence being served by such utilities and connections is located, the utility company, the Owner of the Residence being served, and the contractors and employees of such company or Owner shall have the right and easement to enter upon the Common Area located on the Plat in which the utility line or connection is located for the repair, maintenance and replacement of such line or connection.

14. Temporary Construction Easement. Until the last Lot is sold and conveyed to an Owner other than the Declarant, the Common Area shall be subject to an easement allowing Declarant, its employees, agents, contractors and subcontractors to enter upon and over such portion of the Common Area for the purpose of grading and construction on the Common Area.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership. Every Owner of a Lot shall be a “Member” of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

2. Votes. All Owners, including Declarant with respect to unsold Lots, shall be entitled to one vote in the Association for each Lot owned by such Owner and in no event shall more than one vote in the Association be cast with respect to any Lot. If any Owner consists of more than one person, the voting rights of such Owner shall be exercised as if the Owner consisted of only one person because only one vote is associated with each Lot.

3. Proxies. At all meetings of the Association, any Member may vote in person or by proxy. All proxies shall be in writing, signed by the giver of the proxy, state that the giver of the proxy is appointing the proxy holder to vote for the proxy giver at a designated meeting or meetings, and be filed with the Directors of the Association. Every proxy shall be revocable and shall automatically cease upon the conveyance by the giver of the proxy of such proxy giver’s Lot.

4. Association Meetings. Meetings of Owners shall be held at a location within the Subdivision or at such other place within the City, as may be specified in the written notice of the meeting. The first annual meeting of the Owners shall be called by the Directors at such time as the Directors deem appropriate, but in any event no later than sixty (60) days after Declarant sells the last Lot in the Subdivision owned by Declarant to an Owner, and thereafter the annual meeting of the Owners shall be held on the same day of each year on the anniversary date of the first annual meeting called by the Directors at the same hour or at such other date or hour specified in the written notice of such meeting. Special meetings of the Owners may be called by the President of the Association, a majority of the Directors, or by Owners having at least one-third (1/3) of the votes in the Association. Written notice of the place, day and time of the annual meeting and all special meetings shall be delivered not less than ten (10) days or more than sixty (60) days before such meetings to all Owners and Directors, if such Directors are not Owners and to those institutional holders of a first mortgage or first deed of trust on any Lot that have requested such notice by written notification to the Directors. If sent by mail, notice shall be deemed delivered when deposited in the United States mail, which mailing shall be by first class or registered mail with postage thereon prepaid, addressed to the person or entity entitled to notice at his or her last known address. If notice be given by e-mail, such e-mail shall include a request of a delivery receipt, and such notice shall be deemed to be delivered when such delivery receipt is received by the sender. Any Owner or holder of a first mortgage or first deed of trust shall have the right to designate a representative to

attend all annual and special meetings. If sent by mail, notice shall be deemed delivered when deposited in the United States mail, with postage thereon prepaid, addressed to the person or entity entitled to notice at his or her last known address.

5. Quorum. A quorum of Owners for any meeting shall consist of Owners having one-quarter (1/4) of the votes in the Association, whether present in person or by written proxy submitted to the Directors at or before the meeting. Unless otherwise provided herein, the decision of a majority of a quorum shall be valid as the act of the Association. If a quorum is not present at any meeting, another meeting shall be called as provided above, and business may be conducted at said second meeting if Owners holding one-tenth (1/10th) of the Owners attend in person or by proxy.

ARTICLE V BOARD OF DIRECTORS

1. Number and Term. The affairs of the Association shall be conducted by the Board of Directors and such Officers from the Board of Directors as the Directors may elect or appoint in accordance with the Articles of Incorporation and Bylaws of the Association. Pursuant to the Bylaws, the Board of Directors of the Association shall, except as otherwise provided herein, consist of three (3) Directors. Except for those Directors appointed by the Declarant, each Director shall hold office for the term of one (1) year and until his or her successor shall be elected and qualified. Each Director shall be elected or appointed as follows:

(a) The first Board of Directors shall consist of Dale Black, Jeff Sheets, and Dan Dwyer (the "Original Directors") who shall serve and whose terms as Directors shall continue until new Directors are elected and appointed and qualified pursuant to Section 1(b) below.

(b) At the point in time at which time occupancy permits are issued for one hundred percent (100%) of the Lots for occupancy by Owners other than other than Declarant or the Builder, then within ninety (90) days of such date (or at such earlier time as Declarant may elect) the Directors shall call the first annual meeting of the Association at which time the Directors appointed by the Declarant shall resign and the Owners shall elect three Directors to the Board; such Directors shall be elected by a majority vote of a quorum of Owners.

(c) Notwithstanding any provision contained herein to the contrary, Declarant shall have the sole right and authority to remove, replace and/or fill the vacancy of any Director appointed by Declarant.

2. Election of Directors or Approval by Mail. Notwithstanding any provision of this Declaration to the contrary, elections of persons to the Board of Directors or the approval of any matter by the Owners may be conducted by mail or, electronically, if the Association has established a secure website and procedures for verifying the identity of the voter or other method that ensures against multiple voting by one Owner or fraudulent voting. In order to conduct an election by mail or electronically, the Board of Directors shall send a notice for each Lot or Residence to the Owner(s) of such Lot or Residence by (i) first class mail, addressed to the address of the Owner then on file with the Association, notifying the Owner of the election or vote, and, in the case of an election to a Board, requesting nominations for such Board, or (ii) electronically, provided the Association has established a secure website and procedures for verifying the identity of the voter or other method that ensures against multiple voting by one Owner or fraudulent voting and the notice may only be sent by electronic means if either (a) the affected Owner has agreed in writing to accept notice by electronic means; and (b) the Association is continuing to allow voting by proxy voting. In the case of the election of Directors, the notice shall specify that nominations will be received for a period of three (3) weeks from the date set forth on the notice. Any Owner wishing to submit a nomination of an individual shall notify the Board of Directors in writing of the name of the

nominee; the nominee shall consent to such nomination in writing on the letter containing such nomination or, if submitted electronically and the aforesaid conditions for electronic voting have been established, consent by sending a separate e mail or written consent to the Board. After receiving nominations or if the Board of Directors is seeking Owner approval of an action, proposal or amendment by mail, the Board of Directors shall prepare a ballot (i) containing the names of all nominations validly submitted to the Board of Directors in accordance with the requirements hereof within the time limit established in the notice in the case of a Board of Directors election, or (ii) setting forth the action, proposal or amendment for which approval is being sought with the statement: "If you approve of the action, proposal or amendment, then mark the enclosed ballot 'yes' but if you disapprove of the foregoing action, proposal or amendment, then mark the enclosed ballot 'no'." The ballot shall have typed or set out upon it the address of the Board of Directors to which the ballot must be returned and the date by which the ballot must be received by the Board of Directors in order to constitute a valid vote. The date by which ballots must be received shall be such date as the Board of Directors, in its sole discretion, selects, provided, in no event shall such date be sooner than ten (10) days or later than twenty (20) days after the mailing or e mailing of the ballots to the Owner(s). The Board of Directors shall send one ballot for each Lot to the Owner(s) of such Lot, addressed to the address of the Owner(s) then on file with the Association. If sent by first class mail, the Board shall send with each ballot an envelope, upon the outside of which is typed the name of the Owner(s) to whom the ballot is sent. After voting for the nominees, action, proposal or amendment by marking the ballot, the Owner shall place the ballot within the envelope accompanying the ballot and shall sign the outside of the envelope next to the typewritten name of the Owner(s) if such ballot is being returned by mail. This envelope must then be placed in an envelope addressed to the Board of Directors at the address set forth on the ballot and be personally delivered to such address or delivered to such address after being deposited in the United States Mail, postage prepaid, within the required time limit. If the ballot is sent electronically or voting is to be conducted electronically, the Board shall have created a secure website and establish procedures to verify the identity of the voter or other method that ensures against multiple voting by one Owner or fraudulent voting and the Owner who is voting electronically must have agreed in writing to vote by electronic means provided, notwithstanding the foregoing, the Association shall continue to allow voting by proxy voting. All written ballots received within the required time limit, properly marked and sealed within the accompanying signed envelopes or, if cast electronically through the aforesaid procedures within the required time limit, shall be counted by the Board and results shall be announced to the Owner(s) by the Board mailing notice within seven (7) days after the deadline for receiving the ballots. The Board shall announce the results by either mailing notice to all Owners at the addresses of the Owner then on file with the Board or, for each Owner who has agreed to electronic notice, by sending the election results to such e mail address as the Board may have on file for each such Owner.

3. Qualifications. Except for Directors appointed by the Declarant, Directors shall be elected from among the Owners, shall be Owners, and shall reside in the Subdivision. Except as otherwise provided herein, if a Director shall cease to meet such qualifications during his or her term, he or she shall immediately cease to be a Director and his or her place on the Board of Directors shall be deemed vacant.

4. Vacancies. Except as provided for in Article V, Section 1(c) hereof, any vacancy occurring in the Board of Directors shall be temporarily filled by nomination by the remaining Directors, with the successor elected by the Owners at the next annual meeting or at a special meeting of Owners called for such purpose or by mail as set forth in Section 2 above. As set forth in Article V, Section 1(c) hereof, Declarant shall have the sole right and authority to remove, replace and/or fill the vacancy of any Director appointed by Declarant.

5. Meetings. An annual meeting of the Directors shall be held immediately following the annual meeting of Owners and at the same place. Special meetings of the Directors shall be held upon call by a majority of the Directors on not less than two (2) business days' notice in writing to each Director,

delivered personally, or by e-mail, or by mail or telegram. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board of Directors without a meeting.

6. Removal. Except for the Directors appointed by Declarant, any Director may be removed from office by Owners having two-thirds of the votes in the Association.

7. Quorum. The presence of a majority of the whole Board of Directors shall be requisite for, and shall constitute a quorum for, the transaction of business at all meetings of the Board of Directors. The act of a majority of the Directors present at a meeting at which a quorum is present shall be valid as the act of the Board of Directors, except in those specific instances in which a greater number may be required by The Nonprofit Corporation Law of the State of Missouri, the Articles of Incorporation of the Association or these Bylaws. Notwithstanding, the foregoing, so long as one or more Directors appointed by the Declarant remains on the Board, the presence of at least one Declarant-appointed Director shall be required for the transaction of business. In the absence of a quorum, a majority of the Directors present at a meeting, or the Director, if there be only one (1) present, may successively adjourn or continue the meeting from time to time, not to exceed thirty (30) days in the aggregate, until a quorum is obtained, and no notice other than an announcement at the meeting need be given of such adjournment.

8. Actions without Meetings. Any action which is required to or may be taken at a meeting of the Board of Directors may be taken without a meeting if consents in writing, setting forth the actions so taken, are signed by all of the Directors of the Board of Directors. The consents shall have the same force and effect as the unanimous vote at a meeting duly held.

9. Compensation. Directors shall receive no compensation for their services, but nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor. A Director may be reimbursed for his or her actual expenses reasonably incurred in attending meetings and in rendering services to the Association in the administration of its affairs.

10. Powers and Duties. The Subdivision and affairs of the Association shall be managed by the Board of Directors of the Association. The Board of Directors shall have and is vested with all powers and authorities, except as may be expressly limited by law or this Declaration, to supervise, control, direct and manage the Subdivision, affairs and activities of the Association, to determine the policies of the Association, to do or cause to be done any and all lawful things for and on behalf of the Association, to exercise or cause to be exercised any and all of its powers, privileges or franchises, and to seek the effectuation of its objects and purposes. Without limiting the generality of the foregoing, the Board of Directors may:

- (a) administer the affairs of the Association and of the Subdivision;
- (b) engage, if deemed necessary or appropriate, the services of a professional managing agent who shall manage and operate the Subdivision for all of the Owners, upon such terms and for such compensation and with such authority as the Board of Directors may approve;
- (c) formulate policies for the maintenance, management, operation, repair and replacement of the Subdivision and improvements and obtain such services that provide for the public health, safety and welfare of the Subdivision as the Directors may consider advisable;

(d) adopt and enforce administrative rules and regulations governing the maintenance, management, operation, repair and replacement of the Subdivision and improvements, and to amend such rules and regulations from time to time;

(e) provide for the maintenance, management, operation, repair and replacement of the Subdivision and improvements, including, without limitation, mowing, landscaping, planting, seeding, pruning and care of shrubbery, removal of plants, maintenance, repair and replacement of street lights (unless such maintenance, repair and replacement shall be performed by a governmental or quasi-governmental entity) located within or adjacent to street right of ways, repair and replacement of streets (unless such maintenance, repair and replacement shall be performed by a governmental or quasi-governmental entity), and maintenance, repair and replacement of improvements located within the Common Areas;

(f) provide for payments for all maintenance, management, operation, repair and replacement of the Subdivision and improvements and also the payment of any assessment pursuant to this Declaration, and to approve payment vouchers or to delegate such approval to the officers or the managing agent;

(g) provide for the designation, hiring and removal of employees and other personnel, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Subdivision and improvements, and to delegate any such powers to a managing agent (and any such employees or other personnel that may be the employees of said managing agent);

(h) consider and approve or reject any and all plans and specifications (except those of Declarant) for alterations to and construction of Residences and improvements on the Lots;

(i) estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners their respective shares of such common expenses, as hereinafter provided;

(j) collect funds owing to the Association from persons or entities other than Owners who, by provision of this Declaration, are entitled to use the Common Areas and who are obligated to share in expense for the improvement and maintenance of the Common Area;

(k) grant easements and rights-of-way over the Common Areas to such utility companies or public agencies or others as the Directors shall deem necessary or appropriate and to make rules and regulations, not inconsistent with the law and this Declaration, for the use and operation of the Common Areas and in every and all respects governing the operation, funding and usage thereof;

(l) receive, hold, convey, dispose and administer, in trust, for any purpose mentioned in the Declaration, any gift, grant, conveyance or donation of money or real or personal property;

(m) make all contracts and incur all liabilities necessary, related or incidental to exercise the Board of Director's power and duties hereunder;

(n) dedicate any private streets, drives, walkways or rights-of-way, or portions thereof to appropriate agencies and to vacate or abandon easements in accordance with applicable legal procedures;

(o) comply with such instructions of Owners having a majority of a quorum of votes in the Association, as expressed in a resolution duly adopted at any annual or special meeting of the Owners, that the Directors deem to be beneficial to the Subdivision;

(p) obtain, in the Board of Directors' discretion, liability and hazard insurance on the Common Areas, as well as insurance protecting the Directors from any and all claims for damages arising out of any decision, act, or failure to act, of the Directors acting in their capacity as Directors;

(q) exercise all other necessary or appropriate powers and duties commonly exercised by a Board of Directors and all powers and duties of the Directors as stated in the Declaration;

(r) purchase a fidelity bond for any person or persons handling funds belonging to the Association or Owners;

(s) enforce the Declaration, and any and all restrictions governing the Subdivision and to take any and all necessary steps to secure the enforcement and compliance of the same;

(t) designate an executive committee by resolution adopted by a majority of the Directors in office;

(u) designate other committees not having and exercising the authority of the Board of Directors in the management of the Association; and

(v) exercise any and all other powers or acts as are authorized by the Declaration.

11. Records. The Directors shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Subdivision, specifying and itemizing the common expenses incurred. Such records and the vouchers authorizing the payments of such expenses shall be available for examination by the Owners, and by the holders of a first mortgage or first deed of trust on any Lot, at convenient hours on week-days. Payment vouchers may be approved in such manner as the Directors may determine.

12. Indemnification. Each Director or officer, or former Director or officer, of the Association and such Director or officer's heirs, personal representatives and assigns, shall be indemnified by the Association from and against any and all claims, demands, losses, damages, liabilities, expenses, counsel fees and costs incurred by him or her or his or her estate in connection with, or arising out of, any action, suit, proceeding or claim in which he or she is made a party by reason of his or her being, or having been, such Director or officer; and any person who, at the request of the Association, served as Director or officer of another corporation in which the Association owned corporate stock, and his or her legal representatives, shall in like manner be indemnified by the Association; provided, that in neither case shall the Association indemnify such Director or officer with respect to any matters as to which he or she shall be finally adjudged in any such action, suit or proceeding to have been liable for gross negligence or willful misconduct in the performance of his or her duties as such Director or officer. The indemnification herein provided for, however, shall apply also in respect of any amount paid in compromise of any such action, suit, proceeding or claim asserted against such Director or officer (including expenses, counsel fees and costs reasonably incurred in connection therewith), provided the Board of Directors of the Association shall have first approved such proposed compromise settlement and determined that the Director or officer involved was not guilty of gross negligence or willful misconduct; but in taking such action, any Director involved shall recuse himself or herself from the vote thereon.

In determining whether or not a Director or officer was guilty of gross negligence or willful misconduct in relation to any such matters, the Board of Directors may rely conclusively upon an opinion of independent legal counsel selected by the Board of Directors. Unless otherwise provided by law, any compromise settlement authorized herein shall be effective without the approval of any court. The right

to indemnification herein provided shall not be exclusive of any other rights to which such Director or officer may be lawfully entitled.

No Director or officer of the Association shall be liable to any other Director or officer or other person for any action taken or refused to be taken by him or her as Director or officer with respect to any matter within the scope of his or her official duties, except such action or neglect or failure to act as shall constitute gross negligence or willful misconduct in the performance of his or her duties as Director or officer.

ARTICLE VI BUDGET, ASSESSMENTS AND SUBDIVISION LIEN

1. Creation of the Subdivision Lien. Except as otherwise provided herein, each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments and charges (“Assessments”); and (2) special assessments (“Special Assessments”) for capital improvements, such assessments to be established and collected as hereinafter provided. The Assessments and Special Assessments together with interest, costs, and attorneys’ fees, shall be a charge on each Lot and improvements thereon and shall be, upon levying of the same, a continuing lien upon the Lot against which the Assessment or Special Assessment is made. Each such Assessment or Special Assessment, together with interest, costs, and attorneys’ fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time that notice of the Assessment or Special Assessment was issued. Notwithstanding the foregoing, no Assessments or Special Assessment shall be charged against Lots owned by Declarant or any Builder during their period of ownership and no Builder or Declarant shall have any obligation to pay Assessments or Special Assessments relating to Lots owned by such Builder or Declarant at any time.

2. Purpose of Assessment. The Assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of the Subdivision, for the improvement and maintenance of the Subdivision and Common Areas, any recreational facilities constructed by Declarant for use by the Owners and otherwise to fulfill and perform the Association’s rights, duties, obligations and functions pursuant to this Declaration.

3. Establishment of Budget and Assessments.

(a) Unless the Directors otherwise decide, the fiscal year of the Association shall be a calendar year. On or before the end of each Assessment Year, the Directors shall cause to be prepared an estimated annual budget for the next Assessment Year (the “Budget”). Such Budget shall take into account the estimated expenses and cash requirements for the Assessment Year, including, without limitation, salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, water and other common utilities, management fees, expenses associated with Common Areas and other common expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity, gas, and other individual utility expenses billed or charged to the separate Owners on an individual or separate basis rather than a common basis). The annual Budget may provide for a reserve for contingencies for the Assessment Year and a reserve for replacements, in reasonable amounts as determined by the Directors. To the extent that the Assessments and other cash income collected from the Owners during the preceding years shall have been more or less than the actual expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into consideration by the person or persons preparing the annual Budget.

(b) Until commencement of the first Assessment Year after the first election of the Board of Directors as set forth in Article V, Section 1 hereof, the Owners of each Lot shall pay, on or before the 1st

day of each Assessment Year, as such Lot's respective annual Assessment, such Lot's proportionate share of the estimated annual Budget for each Assessment Year as estimated by the Declarant and approved by the Directors.

(c) Upon commencement of the first Assessment Year after the first election of the Board of Directors as set forth in Article V, Section 1 hereof, the Directors shall prepare the annual Budget and shall fix the Assessment, provided that the Assessment may be increased by more than ten percent (10%) in any given Assessment Year only by approval by Owners having at least a majority of a quorum of the votes in the Association at an Association meeting and by a vote in accordance with the voting procedures set forth herein. Copies of the estimated annual Budget shall be furnished by the Directors to the Owners not later than thirty (30) days prior to the beginning of such Assessment Year. Any institutional holder of a first mortgage or first deed of trust on any Lot shall receive at no cost, if it so requests in writing, said statement from the Directors. On or before the first day of each succeeding Assessment Year, and without further notice, the Owners of each Lot shall pay, as the respective annual Assessment for such Lot, such Lot's share of the expenses for such Assessment Year as shown by the annual Budget. In the event that the Directors shall not approve an estimated annual Budget or shall fail to determine new Assessments for any Assessment Year, or shall be delayed in doing so, the Owners shall continue to pay each year the annual Assessment as last determined. All Owners shall pay the annual Assessments as directed by the Directors.

(d) The Directors shall cause to be kept a separate account for each Lot showing the respective Assessments charged to and paid by the Owners of such Lot, and the status of such account from time to time. Upon ten (10) days written notice to the Directors, and the payment of a reasonable fee therefor, any Owner or holder of a first mortgage or first deed of trust on any Lot shall be furnished a statement of the respective account for such Lot setting forth the amount of any unpaid Assessments that may be due and owing.

(e) In the event that during the course of any Assessment Year, it shall appear to the Directors that the monthly Assessments, determined in accordance with the estimated annual Budget for such Assessment Year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such Assessment Year, then the Board of Directors shall prepare and approve a supplemental Budget covering the estimated deficiency for the remainder of such year. Copies of such supplemental Budget shall be made available to each Owner and, notwithstanding any provision hereof to the contrary, any additional Assessment necessary to cover such deficiency shall be levied in a fair and equitable manner within the sole discretion of the Directors.

(f) In addition to other special assessments authorized by this Article VI, the Directors may make a separate special assessment, without a vote of the Members, for the operation and maintenance of storm sewer systems, creeks, retention basins, detention basins and other storm water control easements and facilities. The assessment provided for by this paragraph shall be allowed and applicable until the operation and maintenance of such sewer system and such creeks and other storm water control easements and facilities are accepted for maintenance by an appropriate public governmental agency, body or utility company. The Directors may also make a separate special assessment pursuant to this paragraph as necessary for compliance with all Subdivision and other ordinances, rules and regulations of the City.

4. Special Assessments for Capital Improvements. In addition to the Assessments authorized above, the Association may levy, in any Assessment Year, a Special Assessment applicable to that Assessment Year only, for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas including fixtures and personal property related thereto, provided that Special Assessments shall be approved by a vote of Owners having

at least two-thirds (2/3) of a quorum of the votes of the Association at a meeting at which a quorum is present.

5. Uniform Rate. Assessments and Special Assessments must be fixed at a uniform rate for all Lots.

6. Commencement of Annual Assessments. The initial Assessment shall be _____ and 00/100 Dollars (\$_____.00) per year. Each Owner shall pay his or her first annual Assessment upon the closing of the purchase of his or her Lot, adjusted according to the number of months remaining in the Assessment Year. Thereafter, annual Assessments shall be paid as provided herein. In addition to the foregoing, each Owner purchasing a Lot from the Declarant or a Builder, shall pay an initial capitalization fee in an amount of _____ and 00/100 Dollars (\$_____.00) in addition to Purchaser's prorated portion of the Annual Assessment for the year of purchase, to be deposited with the Association and which shall be in such amount as Declarant shall determine but which shall be uniform for all Lot Owners. The Directors shall set the due date for payment of the assessments, and may provide for a periodic payment schedule if deemed desirable by the Directors.

7. Non-payment of Assessments. Any Assessment or Special Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of twelve percent (12%) per annum, or (ii) the maximum rate per annum allowed by law. The Association and the Directors shall have the authority to exercise and enforce any and all rights and remedies as provided in this Declaration or as otherwise available at law or in equity, including, but not limited to, the right to foreclose the lien against the defaulting Owner's Lot in like manner as a mortgage or deed of trust on real estate or a power of sale under Chapter 443, Section 443.290, R.S.Mo. and each Owner, by acceptance of a deed for such Owner's Lot, consents to foreclosure by the Association of the lien against such Owner's Lot pursuant to a power of sale. In addition to the foregoing, the Association and the Directors shall have the right to suspend any Owner's voting rights and the right of such Owner, his or her family, guests and invitees to use the recreational facilities in the Common Areas for any period during which any assessment against such Owner's Lot remains unpaid. No Owner may waive or otherwise escape liability for the Assessments and Special Assessments established herein by non-use or abandonment of such Owner's Lot or the Common Area. In the event the Association retains legal counsel to collect any Assessment or Special Assessment, prepare and file a lien, prepare, process and conduct the foreclosure sale, or to pursue any legal action against any Owner for an unpaid Assessment or Special Assessment, the Association shall be entitled to collect its attorneys' fees, publication fees, fees and costs of any title company, and any costs in connection or in relation therewith and the same shall be included in the lien on any such Lot.

8. Unexpended Assessments and Special Assessments. All funds paid from time to time by Owners for Assessments and Special Assessments, from time to time on hand and unexpended shall be deemed to be owned equally and in common by the Owners.

9. Subordination of the Lien to Mortgages. The liens of the Assessments or Special Assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust encumbering the Lot. Sale or transfer of any Lot shall not affect the liens for Assessments or Special Assessments; however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments or Special Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments or Special Assessments thereafter becoming due or from the lien thereof.

ARTICLE VII
GENERAL COVENANTS AND RESTRICTIONS

1. Creation of Covenants and Restrictions. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to the following terms, provisions, covenants and restrictions. The use of each Lot, the easements reserved in this Declaration, and all Common Areas are subject to the restrictions hereof, and each restriction, as set forth below and elsewhere in the Declaration, runs with the land and is perpetual and appurtenant to the Property:

(a) Residential Use. No Residence shall be used for any business or commercial purpose, and each Residence shall be used solely for residential purposes except (i) for use pursuant to home occupations not in violation of any zoning ordinances affecting the Subdivision, and (ii) Residences or portions of Residences may be used by Declarant for temporary offices, display or model homes and/or entrance monuments, provided however, that in no event shall any Residence be conveyed or transferred in any manner to a civic, religious, charitable or fraternal organization, or any person or persons other than for the exclusive use of an individual family.

(b) Compliance with Zoning; Regulations; Ordinances. Except as otherwise provided herein, each Owner shall maintain his or her Lot and Residence in compliance with all applicable zoning ordinances and subdivision regulations of the City. To the extent that the City or any other governmental authority shall require permits for the erection of any improvements upon a Lot, including, without limitation, fences, decks or other structures or improvements, the Owner of such Lot shall be responsible for obtaining the same.

(c) Construction. No Builder or other Owner, except Declarant with respect to Lots owned by Declarant and CMS Homes, LLC, whose plans and specifications are already approved, shall cause any construction of a building, outbuilding, fence, drive, walk, patio, deck, swimming pool, or any other structure or improvement on a Lot without first submitting the plans and specifications, including the materials to be used, for such construction to the Directors and obtaining approval for such construction and materials from two-thirds (2/3) of the Directors. Each Owner shall provide the Directors with plans, specifications and material descriptions in such detail as the Directors may require and, if requested, a survey of the Lot showing the intended location of the improvements. Failure to timely provide requested information shall be cause for denial. In the event the Directors fail to approve or disapprove the plans and specifications within thirty (30) days after their submission to the Directors, the plans and specifications shall be deemed disapproved, unless the Owner shall agree to give the Directors additional time to render a decision regarding the approval of such plans and specification. Any Owner receiving approval of plans and specifications from the Board of Directors shall also obtain any and all required permits from the City or other governmental authority having jurisdiction.

(d) Alteration of Residence. Prior to any Alteration to the exterior of a Residence, including without limitation, the roof, siding, windows, sliding glass doors, roof, garage doors, windows or other exterior improvements (individually, an "Alteration" and collectively, "Alterations"), Owners shall present the plans for the Alterations to the Directors in the same manner as set forth in section (c) above. Owners shall not apply a different color, paint/stain or quality of covering (other than the same color or stain and quality as originally provided by Declarant or the original Builder of the improvement) to exterior doors, decks, patios or fences without prior written approval by the Directors.

(e) Nuisance. No Residence, Lot or any portion thereof shall be used for any noxious or offensive activity nor for any purpose prohibited by law or ordinance or which may become an annoyance or nuisance, in the judgment of the Directors, to other Owners or inhabitants of Lots.

(f) Insurance. Each Owner shall be responsible for obtaining and maintaining insurance on the Residence and personal property owned by such Owner within such Owner's Residence.

(g) Re-Subdivision of Lots. No Lot shall be re-subdivided nor shall a fractional part of any Lot be sold or leased, provided, however, that the Declarant or any Builder may re-subdivide any Lot and sell or lease any fractional part thereof.

(h) Trash; Garbage Cans. No trash, rubbish, garbage, trash can, containers for recyclables or other receptacle therefor, other than those receptacles approved by the Association, shall be placed on any Lot outside of a Residence. Trash containers shall be stored in a garage or other enclosure which has been approved by the Association. Containers may be placed on the curb the evening before the day of collection, but shall be removed the evening of the day of collection.

(i) Above Ground Tanks. No tank, bottle or container of fuel shall be erected, placed or permitted above the surface level of any Lot.

(j) Gas; Sewage; Water Laterals. Each Owner shall, as necessary, repair, maintain, replace, or clear at his or her sole expense each and every gas, sewage, and water lateral line on or servicing his or her only Residence or Lot.

(k) Temporary/Permanent Structures/Outbuildings. No structure of a temporary or permanent character, including, but not limited to above ground swimming pools, trailers, mobile homes, tents, shacks, garages, barns or other outbuilding shall be used on any Lot at any time as a temporary or permanent residence or for any other purpose, either temporarily or permanently.

(l) Fences. Any fences, including, without limitation, the materials, height, and location thereof to be erected in the Subdivision must be approved in advance by the Board, as set forth above, and any such fences shall be made of wood, aluminum that looks like wrought iron, wrought iron, PVC, or other material expressly approved by the Board of Directors in Article VII, Paragraph 1(c) herein. No fence may exceed six (6) feet in height from the ground. Under no circumstances may chain link material be erected or used for any purpose, including, without limitation, fencing or dog pens. No fence may be extended in front of a line perpendicular to and extending from the front face of the Residence to each side yard setback on the Lot. All swimming pools in the Subdivision shall be enclosed by continuous fence with a minimum height of four (4) feet at its lowest point when measured from the ground to the top of the fence as required by the applicable provisions of the City's Ordinances. Fences surrounding pools shall be built of wrought iron, aluminum that looks like wrought iron or PVC (each in colors and styles approved by the Board of Directors), and shall be approved by the Board of Directors as set forth in Article VII, Paragraph 1(c) herein. Under no circumstance shall any fence be made of chain link.

(m) Signage. No signage of any kind shall be displayed to the public view on any Lot, except: (i) one (1) sign of not more than five (5) square feet advertising the Lot for sale or rent; (ii) one (1) sign of not more than one (1) square foot warning people of dangerous animals located in the home or on the Lot; and (iii) one (1) sign not exceeding one square foot notifying people of the presence of an alarm or home security system located in the home located on the Lot; provided, however, there shall be no restrictions on the number or type of signage used by Declarant or any Builder(s) to advertise or market the Subdivision during the construction, development or sale of Lots and Residences in the Subdivision by the Declarant or such Builder(s). Notwithstanding the foregoing, special event signs (graduations, birthdays, etc.) may be placed on a Lot, provided that no such special event sign shall remain in the front yard for more than 72 consecutive hours. Unless required by law, candidate political signs or signs advocating voting on bond issues or referendums shall be prohibited; if required to be

allowed by law, then the placement of any such signs shall be limited to a period of thirty (30) days prior to the election and such signage must be removed on the day after the election.

(n) Landscaping of Common Ground. The Board of Directors shall as it deems appropriate, in its sole discretion, be responsible for and shall undertake the landscaping, shrubbing, planting, sodding, and seeding of all Common Areas. The Board may establish and set aside such portions of the Common Areas as it shall deem appropriate for the establishment of community gardens, and the Board of Directors shall promulgate the rules and conditions under which such community gardens may be used by the Owners. No landscaping, gardening, planting, grading, paving, or change of terrain or any structure shall be undertaken, constructed, erected, performed, done, dug or installed within any of the Common Areas except as specifically provided herein.

(o) Livestock/Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other domesticated household pets which may be kept, provided they are not kept, bred or maintained for any commercial purposes and provided that such household pets do not exceed four (4) in number per Residence on any Lot at any one time. Each Owner shall comply with all ordinances, zoning and subdivision regulations of the City and Lincoln County, Missouri, as applicable, relating to the supervision, control, responsibility and maintenance of animals and/or pets in residential areas. Owners are liable for their animals and the animals brought onto any Lot by a guest of Owner. Owners shall remove all fecal matter and deposits of their animals when walking them and deposit the waste at the Owner's Residence. All animals shall be kept on a leash at all times and not allowed to roam free in the Subdivision.

(p) Storage of Recreational Vehicles. Vehicles and watercraft, whether motorized, self-propelled, propelled or drawn by human, wind, sail, water, fuel or otherwise, including, but not limited to, boats, vessels, motorboats, sailboats, sailboards, canoes, kayaks, boat trailers, recreational vehicles (RVs), sleds, recreational motor vehicles, vans, all-terrain vehicles (ATVs), golf carts, motorcycles, motorized bicycles, motor-tricycles, dirt bikes, minibikes, tractors, truck-tractors, trailers, campers, and house trailers shall not be parked, placed or stored outside of any Residence, or on streets in the Subdivision, provided, this shall not prohibit the parking on the driveway located on the Lot of no more than two (2) passenger automobiles or light duty trucks (not to exceed a maximum of 5750 lb. adjusted loaded vehicle weight: average of gross vehicle weight rating and curb weight), licensed to the Owner of the Residence or a full-time resident thereof that are in operating condition.

(q) Grading; Water. No Owner, except Declarant, shall alter or change any water course or finished grade without the express, written approval of the Declarant or Directors.

(r) Use of Firearms; Weapons. No Owner shall discharge any firearm or other potentially lethal weapon, including but not limited to handguns, rifles, shotguns, pellet or B.B. guns, compound bows, and crossbows in the Subdivision.

(s) Compliance with Declaration. No Owner shall perform any act upon such Owner's Lot or permit any act to be performed in contravention of, and each Owner shall comply with, and cause such Owner's family, guests, tenants, invitees to comply with, the provisions of this Declaration, the Bylaws, the Articles of Incorporation of the Association, as any of the same may be amended from time to time

(t) Satellite Receiving Dishes and Similar Devices

(i) Notification of Installation. To the extent permitted by applicable law, any Owner shall notify the Board of Directors prior to the installation of any satellite dish to be

installed on his or her Lot or on the exterior of any Residence or other improvement on his or her Lot.

(ii) Satellite Dish Installation Preferences. To the extent that the reception of an acceptable signal would not be impaired, the following policy is established with regard to the installation and maintenance of satellite dishes in the development. Each Owner shall consider three factors, namely, Location, Height, and Screening (“Installation Preferences”), in making a decision regarding the placement of any satellite dish device, which consideration shall be accomplished by the completion of the checklist which is attached as Exhibit B to this Declaration. Any Owner of property upon which a satellite dish has been placed must be able to provide a completed copy of the Exhibit B checklist upon a review of the satellite dish location as evidence of its consideration of the Installation Preferences or the Owner will be presumed not to have complied with the Installation Preferences.

These placement preferences shall be enforced to the extent that such enforcement does not violate the provisions of 37 C.F.R. Part 1, Subpart 5, Section 1.4000 or any successor provision promulgated under the Telecommunications Act of 1996, as amended from time to time.

(iii) Television and Radio Antennae. To the extent permitted by applicable law, under no circumstance shall television or radio antennae be permitted on any Lot or on the exterior of any Residence or other improvement on any Lot.

(u) Solar Collection. Roof mounted solar collection systems shall be installed in a manner which minimizes visibility from the front of the Residence or any Common Area. Roof mounted panels must be contained entirely within the boundary defined by the roof eaves and peak and shall not extend above the roof peak. Solar collection systems may be ground or pole mounted provided that such system is screened from view from the front of the Residence, Common Areas and neighboring Lots. Owners shall obtain prior written approval of the Board of Directors for the installation of any solar collection system.

(v) Wind Turbines. To the extent permitted by applicable law, under no circumstances shall any or wind turbines be permitted on any Lot or on the exterior of any Residence or other improvement on any Lot.

2. Dwelling Restrictions. In addition to the General Provisions set forth hereinabove, all Residences shall be subject to the following restrictions:

(a) Land Use: None of said Lots may be improved, used or occupied for other than private residence purposes and no flat or apartment house, although intended for residential purposes, may be erected thereon, provided, however, subject to the other restrictions contained in this Declaration, an Owner may use such Owner’s Residence for a home occupation. Any residence erected or maintained on any of said Lots shall be designed for occupancy by a single family. For the purposes of this Declaration, “Single Family” shall have the same definition as in the Zoning Ordinance of the City.

(b) For purposes of this Declaration, a “home occupation” means an occupation entirely within a dwelling or accessory building by members of the family occupying the dwelling, provided the residential character of the building is maintained and the occupation is conducted in such a manner as not to give an outward appearance nor manifest any characteristic of a business in the ordinary meaning of the term nor infringe upon the right of neighboring residents to enjoy the peaceful occupancy of their

homes, which use is otherwise in compliance with all applicable laws, including, without limitation, the Zoning Ordinance of the City, provided, the following uses are forbidden:

- (i) Dog grooming;
- (ii) Provision of care, instruction or training of more than four (4) children, at one (1) time, not including the occupants of the Residence, whether or not for profit;
- (iii) Any wholesale, jobbing or retail business unless it is conducted entirely by mail and/or telephone and does not involve the receipt, sale, shipment, delivery or storage of merchandise on or from the Residence;
- (iv) Any manufacturing business;
- (v) Any repair shop operating on or from the Residence;
- (vi) A clinic or hospital;
- (vii) A barber shop or beauty parlor;
- (viii) A stable, animal hospital, dog kennel or dovecote;
- (ix) A restaurant, food truck or other business selling food or drink;
- (x) The operation of a lodging house or boarding house as such terms are defined by the applicable City ordinances or as a short-term rental for travelers;
- (xi) The rental of any Dwelling on a nightly, weekly, or monthly basis;
- (xii) Any activity that produces noxious matter or employs or produces flammable matter; and
- (xiii) Any occupation which involves the use of any mechanical equipment other than what is usual for purely domestic or hobby purposes, or what is usual for a small business, professional or medical office.

ARTICLE VIII INSURANCE DAMAGE OR DESTRUCTION

Each Residence and other improvements located in the Subdivision shall be insured against loss or damage by fire and other hazards as are covered under standard fire and casualty coverage insurance policies. In all events, the obtaining and maintenance of such insurance shall be governed by the following:

1. **Casualty**. Each Residence and other improvements located in the Subdivision shall at all times be insured in an amount equal to the full replacement cost thereof.
2. **Liability**. Each Owner shall obtain and at all times maintain a policy of commercial general liability insurance in an amount of not less than \$ 500,000.00. The Board of Directors shall not be liable to any Lot Owner or any Lot Owner's lessees, guests, employee, or other persons for any injury or damage caused to them or their persons or property, by water, rain, snow, ice, sleet, fire, frost, tornado,

high winds, hurricane, storm and accidents. Each Lot Owner shall protect, defend and indemnify the Board of Directors from damages and charges for such injury or damage.

3. Proof of Policy. If requested, the Owners shall provide for examination a copy of each policy or an insurance certificate, including any renewal or additional policy, to the Board of Directors.

4. Waiver of Subrogation. Each policy shall provide that the insurer waives any right of subrogation against the Board of Directors hereunder, their respective employees, agents or contractors, and any other party.

5. Cancellation. Each policy shall provide that the same shall not be canceled, terminated, or amended without thirty (30) days prior written notice to the Owner.

In case of fire or other casualty covered by such insurance, the insurance proceeds shall be applied to reconstruction or repair of the improvements, notwithstanding any security instrument to the contrary. The affected Residence and improvements shall be restored to substantially the same condition in which the same existed prior to the fire or other casualty, with the same vertical and horizontal dimensions as before.

If an Owner fails to obtain and maintain insurance in compliance with these provisions, the Board of Directors shall have the right, following written demand upon such Owner to provide insurance in compliance herewith and failure of such Owner to obtain such insurance within ten (10) days of such written demand, to obtain and maintain such insurance for the Residence and improvements of such Owner. The cost of the premiums for such insurance shall be assessed against each such Lot and shall be added to the Assessment to which such Lot is subject under Article V hereof, and, as a part of such Assessment, the same shall constitute an obligation of the Owner and shall be a lien on the Lot to which assessed and the same shall become due and payable in all respects as provided in Article V hereof. The Board of Directors, when establishing the assessment for such insurance premiums, may utilize the estimated premium charges for such insurance but shall, thereafter, make such adjustments as are necessary to reflect the actual premium charge.

ARTICLE IX EXTERIOR MAINTENANCE

The Association shall be responsible for maintenance to the Common Area.

Each Owner shall be responsible for maintaining their Lot, Residence and any other improvements thereon in good order and repair, and in compliance with all applicable laws, ordinances and codes, including, without limitation, any City Codes. Each Owner shall be responsible on their Lot for: (1) the maintenance and replacement of landscaping, sod, trees, shrubs and grass (“Landscaping”); (2) snow removal, ice mitigation and plowing; (3) maintaining (if not maintained by the City) and keeping free from snow, ice and debris any sidewalks or walkways thereon; and (4) maintaining in good order and repair all decks, stoops, stairs, and patios. Owners acknowledge that, as set forth in Article II, above, notwithstanding the foregoing Exterior Maintenance, the Association shall not maintain, repair or replace any siding glass surfaces of exterior doors, garage doors, roofs, windows or other exterior improvements.

In the event that any Owner fails to comply with the aforesaid obligations set out above, including, without limitation, keeping their Lot, Residence, Landscaping, decks, stoops, stairs, patios, and walks in good order and repair, the Association may, at its option, after giving at least ten (10) days notice to the Owner, exercise self-help and, at the cost of such Owner, perform or cause to be performed such

maintenance or repairs and the cost thereof shall be added to and become a part of the Assessment to which such Owner is subject.

ARTICLE X
GENERAL PROVISIONS

1. Enforcement. The Association, Directors, Owners, Declarant or any Builder(s) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Directors, Owners, Declarant or any Builder to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidation of any of these covenants or restrictions, or any part or component thereof, by judgment or court order shall not affect any other provisions, which shall remain in full force and effect to the extent permitted by law.

3. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Subdivision, for a term of twenty five (25) years from the date this Declaration is recorded, after which the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners having fifty-one percent (51%) or more of the votes in the Association has been recorded with the Office of Recorder of Deeds for the County of Lincoln, Missouri, agreeing to terminate this Declaration as of the end of any such period. No such agreement of termination shall be effective unless made and recorded six (6) months in advance of the effective date of such termination.

4. Amendment. This Declaration may be amended, modified, or changed by the Declarant, or by the unanimous consent of the Directors at any time prior to the election of all of the Board of Directors by the Association, as provided in Article V, Section 1 of this Declaration and any such amendment, modification or change by the Declarant or unanimous consent of the Directors may add new burdens or restrictions or increase the existing burdens or restrictions on Owners and Lots. Thereafter, this Declaration may be amended, modified, or changed, including, the addition of new burdens or restrictions on Owners or Lots, by an instrument approved by Owners having at least fifty-one percent (51%) or more of the votes in the Association. So long as Declarant owns any Lots in the Subdivision, Declarant must approve in writing any amendment to the Declaration. Any such amendment shall be valid upon recordation in the Office of the Recorder of Deeds for the County of Lincoln, Missouri.

5. Reservation of Expenditures. Declarant reserves the right to receive any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by it for joint main sewers, sanitary sewers, storm sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, traffic signals, recording fees, subdivision fees, consultation fees, or any fees, charges and expenses incurred with respect to the development and creation of the Subdivision.

6. Release. Declarant may, in its sole discretion, release the Property, or any portion thereof, including, without limitation, any one or more Lots or Common Area, from the provisions of this Declaration, by amending the Declaration, as set forth in Section 4 above, and, if Declarant deems it necessary, recording one or more revised or amended plats.

7. Governing Law. This Declaration shall be governed by, and interpreted in accordance with, the laws of the State of Missouri. Venue for filing and maintaining any action or suit with respect to this Declaration shall be in the state courts for Lincoln County, Missouri.

IN WITNESS WHEREOF, the undersigned has hereunto set its hands as of the day and year first above written.

DJ LAND, LLC

By: _____
Dale Black, Manager

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this ____ day of _____, 2021, before me personally appeared Dale Black, to me personally known, who, being by me duly sworn, did state that he is the Manager of DJ LAND, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said company, by authority of its Members and he acknowledged said instrument to be the free act and deed of said company.

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

Notary Public

My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

[TO BE INSERTED]

EXHIBIT B
TO THE DECLARATION OF
RESTRICTIONS AND COVENANTS OF ORCHARD GROVE

Installation Preference Checklist

Any satellite dish or similar device shall be installed in such a manner that it is placed in the most preferable location considering the three factors of Location, Height, and Screening, with the first listed placement under each category being the most preferable. Each prior preference shall be eliminated in sequence regarding whether it will allow for the provision of an acceptable signal prior to considering placement of the device within the next listed preference. Consideration of each element shall be signified by marking either "Acceptable Signal" or "Unacceptable Signal."

Preference Description	Acceptable Signal	Unacceptable Signal
A. Location.		
1. Placement within 5 feet of the rearmost corner of the home on the rear wall of the home	_____	_____
2. Placement within 10 feet of the rearmost corner of the home on the rear wall	_____	_____
3. Placement at the next closest distance from the rearmost corner of the home on the rear wall	_____	_____
4. Placement within 5 feet of the rearmost corner of the home on the side wall that adjoins the garage	_____	_____
5. Placement within 10 feet of the rearmost corner of the home on the side wall that adjoins the garage	_____	_____
6. Placement on the next closest distance from the rearmost corner of the home on the side wall that adjoins the garage	_____	_____
B. Height.		
1. Placement within 3 feet from the ground	_____	_____
2. Placement within 4 feet from the ground	_____	_____
3. Placement under an eave of the home	_____	_____
C. Screening.		
1. Concealment of the device by shrubbery or other natural landscaping elements otherwise allowable within the restrictions of the development	_____	_____
2. Concealment of the device by an opaque surface such	_____	_____

as a wall or fence otherwise allowable within the restrictions of the development

3. Concealment of the device by a natural or manmade object otherwise allowable within the restrictions of the development _____

4. Concealment of the device by the individual characteristics or location of the Property within the development. _____