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Robert T. Kelly, Director, Recorder Of Deeds

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE OAKS OF EDGEWOOD  
PHASE V, LOTS 260 THRU 282**

**THIS DECLARATION**, made on the date hereinafter set forth by **B & G Land Development, LLC**, a Missouri limited liability company, hereinafter referred to as "**DECLARANT**".

**W I T N E S S E T H:**

**WHEREAS**, Declarant is the owner of certain property in the City of Oak Grove, County of Jackson, State of Missouri, which is more particularly described as:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 49 NORTH, RANGE 29 WEST, IN THE CITY OF OAK GROVE, JACKSON COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTH 87°38'31" EAST, 30.02 FEET; THENCE SOUTH 01°53' 51" WEST, 25.00 FEET TO A POINT BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 5TH STREET AND THE EAST RIGHT-OF-WAY LINE OF ROBINSON ROAD, AS THEY ARE NOW ESTABLISHED; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 5TH STREET SOUTH 87°38'31" EAST, 1175.32 FEET TO A POINT ON THE EAST LINE OF THE WEST 74 ACRES OF THE SW QUARTER OF SAID SECTION 32; THENCE ALONG THE EAST LINE OF SAID WEST 74 ACRES SOUTH 01°53'51" WEST, 1094.65 FEET TO THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING AND CONTINUING ALONG THE EAST LINE OF SAID WEST 74 ACRES SOUTH 01° 53'51" WEST, 891.84 FEET TO THE NORTHEAST CORNER OF TRACT E OF "THE OAKS OF EDGEWOOD - 4TH PLAT" A

SUBDIVISION IN THE CITY OF OAK GROVE, JACKSON COUNTY, MISSOURI; THENCE ALONG THE EASTERLY BOUNDS OF SAID SUBDIVISION THE FOLLOWING CALLS AND DISTANCES: NORTH 88°06'52" WEST, 181.89 FEET (NORTH 88°06'09" WEST, 182.00 FEET RECORD); THENCE NORTH 01°53'51" EAST, 16.03 FEET (15.89 FEET RECORD); THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET AND A DELTA ANGLE OF 04°30'07", A DISTANCE OF 13.75 FEET; THENCE NORTH 02°36'16" WEST, 5.52 FEET (5.39 FEET RECORD); THENCE NORTH 88°05'11" WEST, 137.04 FEET (NORTH 88°06'09" WEST RECORD); THENCE NORTH 01°53'51" EAST, 271.67 FEET (271.83 FEET RECORD); THENCE NORTH 88°06'09" WEST, 57.53 FEET; THENCE NORTH 18°09'14" EAST, 185.41 FEET; THENCE NORTH 02°13'57" EAST, 356.91 FEET; THENCE NORTH 88°06'09" WEST 114.07 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET AND A DELTA ANGLE OF 15°55'28", A DISTANCE OF 48.64 FEET; THENCE SOUTH 75°58'23" WEST, 33.02 FEET (33.04 FEET RECORD); THENCE NORTH 14°01'37" WEST, 50.00 FEET; THENCE LEAVING THE EASTERLY BOUNDS OF SAID SUBDIVISION NORTH 75°58'23" EAST, 33.02 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND A DELTA ANGLE OF 15°55'28", A DISTANCE OF 62.54 FEET; THENCE SOUTH 88°06'09" EAST, 0.61 FEET; THENCE NORTH 01°53'51" EAST, 130.00 FEET; THENCE SOUTH 88°06'09" EAST, 247.00 FEET; THENCE NORTH 01°53'51" EAST, 42.00 FEET; THENCE SOUTH 88°06'09" EAST, 50.00 FEET; THENCE SOUTH 01°53'51" WEST, 82.00 FEET; THENCE SOUTH 88°06'09" EAST, 124.90 FEET; THENCE SOUTH 01°53'51" WEST, 90.00 FEET; THENCE SOUTH 88°06'09" EAST, 15.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 8.03 ACRES, MORE OR LESS.

**ALSO KNOWN AS THE OAKS OF EDGEWOOD - PLAT 5, LOTS 260 THRU 282, OAK GROVE, JACKSON COUNTY, MISSOURI**

**WHEREAS,** Declarant desires to place certain protective covenants, conditions, restrictions, reservations, liens and charges on said property, as hereafter set forth, and such other property as may subsequently be subjected hereto, for the use and benefit of Declarant, its grantees and assigns; and

**WHEREAS,** Declarant is in the process of developing the property herein restricted into a first class, high quality residential subdivision of upper-bracket single family homes; and

**WHEREAS,** Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in the residential subdivision to be developed in the aforesaid area and for the maintenance of the property and improvements thereon,

and such other property as may be subsequently subjected hereto, and to this end desires to subject the real property heretofore described, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

**WHEREAS**, the Declarant has incorporated or caused to be incorporated or will cause to be incorporated, under the laws of the State of Missouri, **The Oaks of Edgewood Home Owners Association, Inc.**, as a not-for-profit corporation for the purpose of exercising the functions aforesaid (the "HOA"), and the Lots of this Phase V shall be added to said HOA, and the Owners thereof shall share the benefits and responsibilities of the HOA as those benefits and responsibilities impact the Phase V.

**NOW, THEREFORE**, Declarant hereby declares that all of the property described above and any property subsequently annexed by separate Declaration hereto, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

## **ARTICLE I DEFINITIONS**

Section 1. "Association" shall mean and refer to The Oaks of Edgewood Home Owners Association, Inc., its successors and assigns.

Section 2. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the members of the Association.

Section 3. "Declarant" shall mean and refer to **B & G Land Development, LLC**, or its successors and assigns.

Section 4. "Lot" shall mean and refer to any separately numbered plot of land shown upon any recorded subdivision map.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep buildings, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment for optimum plant growth.

Section 6. "Member" shall mean and refer to every person or entity who hold membership in the Association.

Section 7. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or other land which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, and excluding the Association.

Section 10. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, and these restrictions, as hereinafter provided.

Section 11. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions or restrictions which may be recorded by the Declarant which contains some complementary provisions in relation to the Property or any portion thereof as authorized herein and is reasonably related to the general welfare of the Owners and occupants within the Property or the portion thereof affected by same.

## **ARTICLE II ASSOCIATION MEMBERSHIP**

Every person or entity that is a record owner of a fee or undivided fee interest in any Lot which is subject to covenants of record, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to covenants of record. Ownership of such Lot shall be the sole qualification for membership.

**ARTICLE III  
VOTING RIGHTS**

The Association shall have two classes of voting memberships.

Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to nine (9) votes for each Lot in which it holds the interest required for membership by Article II. Class B membership may be converted to Class A membership, as to any Lots, at the option of Declarant, by delivery of a written notice to the President of the Association, or at such time as the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership and shall in any event cease to exist, and all Lots owned by the Declarant shall become the subject of Class A membership, on **January 1, 2018**.

**ARTICLE IV  
POWERS AND DUTIES**

In addition to any and all powers, rights and privileges granted to a Missouri not-for-profit corporation, the Association shall have the following powers and duties whenever in the exercise of its discretion it may deem them necessary or advisable:

(1) To enforce, in its own name, any covenants, conditions or restrictions which may now or may hereafter be imposed upon any of the property. The expenses and costs of any such proceeding may be paid out of the general fund of the Association.

(2) To maintain, plant, care for, spray, trim, protect and replant trees, grass, shrubs and other landscaping on all streets in public places, in the common areas, or in areas designated as an easement area by Final Plat for the enjoyment of all Members, such as a walking trail or lake.

(3) To provide and maintain such lights as the Association may deem advisable on streets, areas dedicated to the public or for the use of members of this Association, gateways, entrances or

other features.

(4) To provide uniform rules and regulations for the collection of garbage and rubbish and for the disposal of such garbage and rubbish as is collected and to provide a uniform method for the collection and disposal of garbage and rubbish from the residences of the members.

(5) To erect and maintain signs for the marking of the streets.

(6) To provide for all general items of use, maintenance and repair on or over the common areas.

(7) To provide for additional police service by special arrangement with State, City or County authorities if deemed advisable.

(8) To obtain a standard fidelity bond covering all members of the board of directors of the Association and all other employees of the Association in an amount to be determined by the board of directors.

(9) To enter into such agreements with other Homes Associations, municipalities, political subdivisions, individuals and corporations in order to implement the purposes of the Association and to provide such improvements for the benefit of the owners and members of this Association within the purview of this Declaration.

(10) To obtain insurance of any kind or nature, insuring the Association against any and all claims by the public, any employee, any owner, any invitee, licensee or tenant of any owner arising out of their occupation or use of the property or common areas. The Policy Limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association.

#### **ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, 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 such costs of collection thereof, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or persons who were the Owner or Owners of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The HOA shall have the unilateral right to file a lien against any interest in any real property when assessments or special assessments remain unpaid after reasonable notice for said unpaid assessments has been provided, together with interest thereon and such cost of collection thereof, including reasonable attorneys fees, and said unilateral lien shall be filed with the Recorder of Deeds of Jackson County, in the event the annual or special assessment are not timely paid.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Property and in particular for the improvements and maintenance of the Property, including, but not limited to, the payment of taxes and insurance on the Common Area, repairs to, replacement of and additions to the Common Area, for the cost of labor, equipment, materials, management and supervision of the Common Area, and for the maintenance, repair purposes and services listed in Article V hereof, and for any other purpose which is necessary or desirable for the maintenance and improvement of the Property and Common Area, or which is of general benefit to the Owners and occupants.

Section 3. Basis and Maximum of Annual Assessments. Until January 1, 2013, the maximum annual assessment shall be Two Hundred Dollars (\$250.00) per Lot.

(a) From and after January 1, 2013, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in an amount equal to 100% of the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) between the months of July during the two immediately preceding calendar years. Any time such increase is declared, the increased annual assessment amount shall remain the maximum annual assessment until such time as a new maximum shall be established for a

subsequent year.

(b) From and after January 1, 2013, the maximum annual assessment may be increased no more than \$100.00 in any one calendar year upon the affirmative vote of a majority of the Owners at any annual meeting or special meeting called for the specific purpose of reviewing the annual assessment maximum.

(c) The Board of Directors may, by action taken by the Board alone, fix the annual assessment at an amount not in excess of the maximum annual assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members, regardless of class distinction, who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the sixth month following the original conveyance of each such Lot by Declarant or on the first day of the month next succeeding the granting of an occupancy permit for occupancy of completed improvements on such Lot, whichever shall first occur. The first annual assessment shall be



prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, that in the event of default in the payment of any obligation secured by such mortgage or deed of trust such subordination shall apply only to the assessments or installments thereof which shall become due and payable prior to the sale of such property pursuant to a foreclosure of such mortgage or pursuant to power of sale under such deed of trust, or prior to a conveyance to the mortgagee or holder of the deed of trust in lieu of foreclosure. Such sale or conveyance in lieu of foreclosure shall not relieve such property from liability for any assessments or installments thereof thereafter becoming due nor from the lien of any such subsequent assessments or installments.

Section 9. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; and (b) Class B Lots until conveyed as provided in Article V, Section 6. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 10. Sewer Fees. All fees associated with sewer services shall be paid to the City in accordance with the fee structure established by said City. Said fees shall include, but not be limited to, connection fees, monthly service fees, and maintenance fees.

## **ARTICLE VI ARCHITECTURAL CONTROL**

Section 1. Purpose. The purpose of the provisions contained in Article VI is to regulate the exterior design, appearance, use, location and maintenance of any improvements erected, installed or made to the Property in such manner as to preserve and enhance the values thereof and to maintain a harmonious relationship among structures and the natural vegetation and topography, and further to assure compliance with all the restrictions contained herein.

Section 2. Conditions. No improvements, alterations, repairs, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior written approval of the Declarant, so long as the Declarant continues to own any Lot within the Property except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written consent of the Declarant, so long as the Declarant continues to own any Lot within the Property except as expressly provided otherwise in this Declaration. No application for approval of any of the foregoing shall be deemed to have been submitted unless and until detailed plans and specifications showing the plans for excavation and the nature, kind, shape, height, color, materials, location and elevation of same shall have been submitted in writing to the Declarant.

Section 3. The Architectural Review Board. An Architectural Review Board consisting of three or more persons shall fulfill the functions of the Declarant, as set forth in this Article VI at such time as Declarant shall no longer own any Lot within the Property, or at such earlier time and to such extent as Declarant shall by assignment in writing voluntarily transfer to the Association the authority to make decisions concerning Architectural control. Such Board shall be appointed by the Board of Directors of the Association.

Section 4. Procedures. In the event the Declarant or the Architectural Review Board fails to approve, modify or disapprove in writing a properly submitted application within thirty (30) days after same has been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse Architectural Review Board decision to the Board of Directors, which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors. No appeal may be taken from a decision of the Declarant.

## **ARTICLE VII USE RESTRICTIONS**

Section 1. Use of Land. None of said Lots may be improved, used, or occupied for other than private single family residential purposes (except for model homes used by the Declarant or other Home Builders) and no flat or apartment house, although intended for residential purposes, may be erected thereon. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of any Lot at any time as a residence, either temporarily or permanently. No modular, kit, or pre-manufactured home shall be erected on any Lot. No Lot may be improved, used or occupied for the purposes other than as provided by applicable zoning laws and restrictions filed of record in relation thereof. No more than one single family residence may be erected on any restricted Lot.

Notwithstanding any other provision of this Article, it shall be expressly permissible for the Declarant and its contractors and subcontractors to maintain, during the period of construction of any improvements upon any Lot, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction of such improvements.

Section 2. Height Limitation. Any residence erected on any of said Lots shall not be more than two (2) levels in height, above ground, provided that a residence more than two (2) stories in height may be erected on any of said Lots with the written consent of the Declarant. The first floor above ground level must be at least 18" above the curb. The words "ground level" as used herein shall mean the ground elevation of a Lot when finish graded at the front of any residence as constructed on such Lot, extended on a plane from front to back of the residence.

Section 3. Minimum Size Requirements.

- A. The following shall pertain solely to the following Lots:  
260 thru 269; and Lot 282.

Any residence consisting of a single level, above ground, (a\k\ a "true ranch") with an attached garage shall contain a minimum of 1,400 square feet of enclosed floor area. All other residences shall have a minimum of 1,400 square feet of enclosed floor area, not considering the garage, basement, porch, or breezeway. Any split level or front to back split or multi-level residence shall contain a minimum of 1,400 square feet of enclosed floor area on the first living level of the residence above ground level. (The foregoing notwithstanding, the structure commonly referred to as a "California Split" may have a minimum of 1,300 square feet on the first living level of the residence above ground level.) No residence with one and a fraction stories above ground level with an attached garage shall be erected having less than 1,100 square feet of enclosed floor area on the first level above ground level, but in no event shall contain less than 1,400 square feet of total enclosed floor area on both levels. No residence of two (2) full stories above ground level shall be erected having less than 800 square feet on the first level above ground level and an over-all minimum of 1,400 square feet of enclosed floor area combined on the two (2) levels above ground level. The words "enclosed floor area" as used herein shall mean and include areas of the residence enclosed and finished for all year occupancy, computed on outside measurements of the residence, and shall not mean or include any patio areas, basements, garages, carports, porches, breezeways or attics. The words "ground level" as used herein shall mean the ground elevation of a Lot when finish graded at the front of any residence as constructed on such Lot, extended on a plane from front to back of the residence. Pursuant to Article VI (2), above, no construction shall begin without the prior written plan approval of the Declarant, so long as the Declarant continues to own any Lot within the Property, or the Architectural Review Board, except as otherwise expressly provided in this Declaration. No so-called "Patio homes" shall be permitted.

**B. The following shall pertain solely to the following Lots:  
270 thru 281.**

Any residence consisting of a single level, above ground, (a\k\ a "true ranch") with an attached garage shall contain a minimum of 1,600 square feet of enclosed floor area. All other residences shall have a minimum of 1,600 square feet of enclosed floor area, not considering the garage, basement, porch, or breezeway. Any split level or front to back split or multi-level residence shall contain a minimum of 1,600 square feet of enclosed floor area on the first living level of the residence above ground level. (The foregoing notwithstanding, the structure commonly referred to as a "California Split" may have a minimum of 1,400 square feet on the

first living level of the residence above ground level.) No residence with one and a fraction stories above ground level with an attached garage shall be erected having less than 1,200 square feet of enclosed floor area on the first level above ground level, but in no event shall contain less than 1,600 square feet of total enclosed floor area on both levels. No residence of two (2) full stories above ground level shall be erected having less than 800 square feet on the first level above ground level and an over-all minimum of 1,600 square feet of enclosed floor area combined on the two (2) levels above ground level. The words "enclosed floor area" as used herein shall mean and include areas of the residence enclosed and finished for all year occupancy, computed on outside measurements of the residence, and shall not mean or include any patio areas, basements, garages, carports, porches, breezeways or attics. The words "ground level" as used herein shall mean the ground elevation of a Lot when finish graded at the front of any residence as constructed on such Lot, extended on a plane from front to back of the residence. Pursuant to Article VI (2), above, no construction shall begin without the prior written plan approval of the Declarant, so long as the Declarant continues to own any Lot within the Property, or the Architectural Review Board, except as otherwise expressly provided in this Declaration. No so-called "Patio homes" shall be permitted.

Section 4. Above Ground Pools Prohibited. No above ground swimming pools shall be erected, installed, constructed and/or maintained by an Owner on any Lot, other than an entirely portable and movable wading pool. In ground pools may be permitted in the sole discretion of the Declarant or the Architectural Review Board, provided all plans for said pool and any related outbuilding are submitted for review and written approval prior to the commencement of any construction.

Section 5. Building Lines. No dwelling or residence shall be located nearer to the front Lot lines or side Lot lines than as indicated on the recorded plat map. As is indicated on the recorded plat map, Declarant shall create a Landscape Buffer or Easement along all roadways within and adjoining the Subdivision. This Landscape Buffer or Easement shall be reserved for the planting of trees and shrubs to accent and beautify the Subdivision. The Declarant or the Homes Association shall be permitted access to said Landscape Buffer or Easement to initially plant or replace trees and shrubs, install and maintain an irrigation system, and perform any other tasks consistent with said beautification purpose. All costs associated with any landscaping improvements within said Landscape Buffer or Easement, shall be the sole financial responsibility of the Declarant or the Homes Association. Declarant reserves the right to permit the construction of a

dwelling on said property on any Lot two feet nearer to any street line which abuts such Lot by executing and recording a proper instrument in writing changing the building setback line.

Section 6. Garages. Each residence shall have an attached private garage for not less than two (2) cars accessed from the front elevation of the house. Side, rear basement or below ground level garages shall not be counted as complying with or providing the garage area required by the preceding sentence, except in the case of a split or raised ranch house, in which case below ground level garages shall be counted so long as those garages are accessed from the front elevation, without specific written approval of Declarant or Architectural Review Board. The driveway on each Lot shall contain sufficient paved area for the off street parking of at least two (2) cars. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street.

Section 7. Roofing Pitch, Roofing Material. The pitch of any roof line on a straight ranch style residence shall be no less than 7/12 unless approved by Declarant. All roofing shall be asphalt roofing materials limited to **thirty (30)** year Three-Tab Timberline-style or better, with the appearance of weathered-gray. Any other pitch, material, or color must be submitted to the Declarant or the Architectural Review Board for written approval.

Section 8. Outbuildings Prohibited - Pool Houses Excepted. The construction, installation, erection, placement or maintenance of any garage, barn, storage shed or other outbuilding detached from a residential structure is prohibited without the prior written approval of the Declarant or the Architectural Review Board, following submission of written construction plans. Said construction plans must include roofing and side wall building materials which are consistent with and match the roof and side wall building materials of the finished house on the Lot in question. The construction of pool houses or gazebos or ornamental structures may be permitted, provided however, that any construction, erection or placement of same is approved by the Declarant or the Architectural Review Board in writing, following submission of written construction plans. All such outbuildings must be constructed upon a concrete slab.

Section 9. Hard Surfaced Driveways Required. Every residence shall at all times be served by a hard surfaced dust free driveway which shall provide access across the residence owner's property from a dedicated road to the residence's garage. Such driveway shall be paved with a concrete or asphalt or similar surface. No

gravel, chat, fly ash, dirt or similar driveway surface shall be allowed.

Section 10. Fences. As set forth in Article VI hereof, all proposed fences must be submitted to Declarant or the Architectural Review Board in advance for approval in writing. In no event shall any fence be located closer to the adjoining street than the front building wall of the residence in question. No chain link fences shall be approved. A plot plan of the proposed placement shall be required, as well as all information concerning the height, materials, location, and dimensions of any proposed fence. The foregoing notwithstanding, the Declarant or the Architectural Review Board shall have the sole and unappealable decision-making authority as to any proposed fencing on any Lot.

Section 11. Commercial Activity Prohibited. No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the carrying on of promotional activities by the Declarant for the sale of new construction by the Declarant or other builders.

Section 12. Uncompleted Structures. No building shall be permitted to stand in an unfinished condition for longer than twelve (12) months after commencement of construction; exterior to be substantially completed in six (6) months. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months. No building shall be occupied until the exterior shall have been completed.

Section 13. Easements. Easements for installation and maintenance of utilities, landscaping, drainage facilities, and walking trail are and will be reserved by Declarant as shown on the recorded plat of said land. Such easements shall include the right of ingress and egress for construction and maintenance purposes. 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, or impede travel along a walking trail. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 14. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall

anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

Section 15. Utilities. Water, gas, lights, telephone and other utilities shall be located underground on each residential Lot.

Section 16. New Construction. All residences and other buildings permitted hereby on residential Lots shall be initially new construction. No building shall be moved onto any of such Lots.

Section 17. Animals Regulated. No livestock, which term shall include, but not necessarily be limited to, horses, goats, potbelly pigs, or cows, shall be raised or allowed to remain on any property. Dogs, cats, or other household pets (excluding potbelly pigs) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, and further provided that not more than three (3) dogs, cats, or other household pets in any combination thereof shall be kept, respectively, on any Lot. No pen, dog run, or other enclosure shall be located any nearer to the front property line than the rear building line nor any nearer than twenty (20) feet from any other property line.

Section 18. Advertising Prohibited. No advertising signs (except one of not more than nine (9) square feet "For Rent" or "For Sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activities of any kind whatsoever shall be conducted on any Lot or on any portion of any Lot, provided, further however, that the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of structures by the Developer or other builders of residential structures during the construction and sale period, and of the Association, in furtherance of its powers and purposes as set forth in these Articles.

Section 19. Screening Required. All equipment, trash cans, garbage cans, wood piles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Owners of Lots. All rubbish, trash, or garbage shall be regularly removed from each Lot, and shall be kept in sanitary containers. No clothes lines shall be permitted and no trash burning shall be permitted on any Lot.

Section 20. Antennas Prohibited. No exterior television or



radio antennas of any sort shall be placed, allowed or maintained on any portion of any Lot. The foregoing prohibition shall not extend to satellite dishes or other devices designated to receive, transmit or pick up radio or television transmission signals from the air, provided said dishes or other devices are positioned no closer to the adjoining street than the front building wall, no closer to the adjoining Lot lines than the building setback lines set forth in the plat, and do not exceed 18 inches in diameter.

Section 21. Storage Tanks. No tank for the storage of fuel may be maintained on any Lot above the surface of the ground. Inground tanks may be allowed, provided the size, type, and placement of said tank is approved in writing by the Declarant or the Architectural Review Board prior to its installation.

Section 22. Automotive Repair Prohibited. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Lot or Common Area hereby restricted.

Section 23. Parking and Storage of Vehicles Prohibited. No school buses, recreational vehicles, tractors, trucks over one (1) ton, boats, unmounted campers, trailers, unlicensed or inoperable or partially disassembled automobiles or other motor vehicles or trailers shall be regularly parked in the open on any Lot or at the curb for more than 12 hours at any one time.

Section 24. Trash. No trash, refuse, grass clippings or ashes shall be thrown, dumped or placed upon any undeveloped portions of the Property. The Declarant or the Homes Association may negotiate a contract for trash collection within the Subdivision so as to provide uniform collection practices and uniform days of collection. Nevertheless, in the event of uniform collection, each property owner shall be billed separately by the trash collection entity providing said service, although said service is negotiated by the Declarant or the Homes Association.

Section 25. Trees and Landscaping. At a minimum, in the front and/or back yard of each Lot there shall be a combined total of not less than three (3) trees having a trunk diameter of not less than two (2) inches per tree. The foregoing notwithstanding, all landscaping requirements of the City of Oak Grove shall be satisfied.

Section 26. Sod. The front yard, side yard, and the back yard of each Lot must have ground cover of sod, except those areas providing ornamental landscaping. Any alternative ground cover must have the prior written approval of the Declarant or the

Architectural Review Board. All landscaping requirements of the City of Oak Grove shall be satisfied.

Section 27. Exterior Walls and Ornamental Materials. All exterior walls, other than the ornamental portion of the front residence facade, shall be covered with either maintenance-free siding or **two (2)** coats of paint over **primed** materials, unless otherwise finished with brick, stone, or stucco. All front residence facades shall have a minimum of **one hundred (100)** square feet of brick, stone, or stucco. Fireplace surfaces shall not be included for the purposes of this calculation. All exterior siding or paint must be of "earthtone" colors. Any alternative to exterior siding or paint must be brick, stone, stucco, or vinyl, or must have the prior written approval of the Declarant or the Architectural Review Board.

Section 28. Add-on Heat Pump. All homes constructed in this subdivision shall have included with its H.V.A.C. system an add-on heat pump. (Any questions or clarifications on this provision should be directed to the Declarant or the Architectural Review Board prior to the commencement of construction.)

Section 29. Public Lake. Tract F shall be improved to form a Lake which, together with its banks and adjoining property shall be Common Area and available for the use and enjoyment of all Members of the Association, including all lots subject hereto as well as all lots of Phases I, II, and III (or subsequent phases). No motorized, row, or sail boating, wind surfing, paddle boating, jet skis, or other form of watercraft shall be permitted on the Private Lake. No swimming or ice skating shall be permitted.

Section 30. Private Lake. Lots 279 thru 281 of this Phase V shall adjoin Tract G (to be platted in a future phase of development of the Subdivision). Tract G shall be improved to form a Lake which, together with its banks shall be for the private, exclusive use and enjoyment of only those Members of the Association who's Lots adjoined Tract G the "Private Lake), with the sole and limited exception of the two (2) Common Areas to be designated on the future Phase located at the extreme North and South ends of this Private Lake. Only those Owners whose Property adjoin the Private Lake shall have access to the Private Lake, and no Owner adjoining the Private Lake shall have the right to access the Private Lake from any point other than that Owner's Property or the two (2) Common Areas designated. No motorized, row, or sail boating, wind surfing, paddle boating, jet skis, or other form of watercraft shall be permitted on the Private Lake. No swimming or ice skating shall be permitted. No docks or other form of permanent structure shall be constructed on the Private Lake.

**ARTICLE VIII  
GENERAL PROVISIONS**

Section 1. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both, and against the land to enforce any lien created by these covenants. Any such action may be initiated by the Declarant, any Owner, or the Homes Association created and referred to herein. Failure by the Declarant or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition to any other remedy provided herein, a party seeking the enforcement of this Declaration and/or restrictions contained herein, shall be entitled to such party's reasonable attorney's fees, court costs and other costs of litigation from a party found to be violating the terms and conditions hereof.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by those entitled to cast not less than seventy-five percent (75%) of the Class A and B votes combined, and thereafter, by an instrument signed by members entitled to cast not less than two-thirds (2/3) of all votes.

Any amendment provided for hereunder shall become effective when the instrument of amendment is properly executed, acknowledged and filed for record in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Language Variation. The use of pronouns or of singular or plural as used herein shall be deemed to be changed as necessary to conform to actual facts.

**IN WITNESS WHEREOF**, the above named Declarant has caused this instrument to be executed this 15 day of October, 2012.

**B & G LAND DEVELOPMENT, LLC**

Steve Bailey  
Steve Bailey, Member

Robert W. Gurney  
Robert W. Gurney, Member

STATE OF MISSOURI )  
                                  ) SS:  
COUNTY OF JACKSON )

ON THIS 15 day of October, 2012, before me, the undersigned Notary Public, personally appeared **STEVE BAILEY and ROBERT W. GURNEY**, known to me to be Members of **B & G Land Development, LLC**, and who executed the foregoing instrument in behalf of said limited liability company.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my seal the day and year last above written.

Shelly Long  
Notary Public  
Print Name Shelly Long

My Commission Expires:

**SHELLY LONG**  
Notary Public-State of Missouri  
Commission #09802789  
Commissioned in Jackson County  
My Commission Expires May 29, 2013