

DECLARATION OF RESTRICTIONS,  
COVENANTS AND CONDITIONS  
OF  
LAKE RIDGE ESTATES

ARTICLE I  
PROPERTY SUBJECT TO THE LAKE RIDGE ESTATES DECLARATION

LAKE RIDGE LAND DEVELOPMENT, LLC, a Missouri limited liability company (hereinafter called "Developer") being the sole owner in fee title of the real property legally described in Exhibit "A", attached hereto, and contained within the plat of LAKE RIDGE ESTATES, recorded in Plat Book \_\_\_\_ page \_\_\_\_, Greene County Recorder's Office (the "Subdivision"), hereby declares that the Subdivision shall be subject to the restrictions, covenants and conditions, easements, charges and the terms and conditions set forth in this Declaration, and shall be held, conveyed, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time. Except as provided herein, this Declaration shall run with all real property within the Subdivision for all purposes and shall be binding upon and inure to the benefit of the Developer, Association and all Owners and their successors in interest.

ARTICLE II  
DEFINITIONS

Section 1: As used in this Declaration of Restrictions, Covenants and Conditions:

(a) "Articles" shall mean the Articles of Incorporation of the Association as filed with the Missouri Secretary of State as amended from time to time.

(b) "Association" shall mean and refer to LAKE RIDGE ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Missouri non-profit organization, its successors and assigns.

(c) "Board" shall mean the Board of Directors of the Association.

(d) "By-Laws" shall mean and refer to the By-Laws of the Association as amended from time to time.

(e) "Common Areas" shall mean all real property owned by the Association or designated or shown as Common Areas, or as open, detention or drainage area on a **FINAL PLAT OF LAKE RIDGE ESTATES**, as recorded, including any amendments or additions thereto, which shall include, but not be limited to, the landscaped portion of any street, medians, traffic islands or landscaped areas within any public or private streets within the Subdivision, any private streets, entry roads, curb and gutter, sidewalks, gates and other improvements within the area which would have been public right-of-way if the streets were public.

(f) "Corner Lot" shall mean any Lot which abuts, other than at its rear line, upon more than one street.

(g) “Declaration” shall mean this “Declaration of Restrictions, Covenants and Conditions of Lake Ridge Estates” and addenda, attachments, and exhibits as the same may from time to time be amended or modified.

(h) “Developer” shall mean Lake Ridge Land Development, LLC, a Missouri limited liability company, its successors and assigns.

(i) “Lot” shall mean any parcel of real property designated as a Lot on any recorded Subdivision Plat within the Subdivision or any additions thereto, with the exception of the Common Areas.

(j) “Member” shall mean a member of the Association, as more particularly described in Article VI below.

(k) “Mortgage” shall mean a security interest, deed of trust, or lien granted by an Owner which encumbers a Lot to secure the repayment of a loan, and duly filed for record in the Office of the Recorder of Deeds of Greene County, Missouri.

(l) “Mortgagee” shall mean the person who holds a Mortgage as security for repayment of a debt. A Mortgagee shall not be a Member unless and until the also become an Owner due to foreclosure, deed-in-lieu of foreclosure or other similar transfer.

(m) “Owner(s)” shall mean the record owner, whether one or more persons or entities, of a fee or undivided interest in any lot. The foregoing does not include any persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise in this Declaration, the term “Owner” shall not include a lessee or tenant.

(n) “Property” shall mean and refer to the real property legally described in Exhibit “A”, attached hereto, and contained within the plat of LAKE RIDGE ESTATES, recorded as stated above in the Greene County Recorder’s Office, and any additional real estate acquired by Developer and developed in conjunction with the Subdivision, upon filing an amendment with the Greene County Recorder of Deeds which shall state the legal description of the additional real estate to be included in the Property.

(o) “Rules and Regulations” shall mean and refer to those rules and regulations as passed and promulgated by the Association as set forth in Article V, Section 3, in accord with the Articles of Incorporation and By-Laws of the Association.

(p) “Single Family Residence” shall mean a structure containing one dwelling only and occupied by not more than one family.

(q) “Subdivision Plat” shall mean a recorded plat covering any or all of the Property referred to in this Declaration.

(r) “Visible From Neighboring Property” shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE III  
PROPERTY RIGHTS

Section 1: Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreations facility situated upon the Common Areas; the right of the Association to limit the number of guests of Members; the right of the Association to limit the Common Areas which may be used by guests of Members; the right of the Association to impose conditions under which Common Areas may be used by Members and/or their guests;

(b) The right of the Association to suspend any Owner's voting rights and the right to use the recreational facilities for any period during which any assessment against his Lot remains unpaid; and, for a period not to exceed ninety (90) days for any infraction of this Declaration, any supplementary Declarations thereto, By-Laws or any Rules and Regulations which may be imposed by the Association;

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any governmental agency, authority, or public or private utility for such purposes, provided, however, the City of Springfield provides written consent to such dedication, conveyance or transfer; and

(d) The right of the Association to promulgate and enforce the Rules and Regulations in connection with the Properties described herein or any additions thereto.

ARTICLE IV  
PROPERTY SUBJECT TO THE DECLARATION

Section 1: General Declaration Creating the Subdivision. The Developer may develop the Subdivision in phases, by subdivision into various Lots. The Developer may add additional real property to the Subdivision and may supplement or modify this Declaration with additional covenants, conditions and restrictions as may be appropriate. The Developer's sale and conveyance of Lots is subject to this Declaration, as modified and amended. This Declaration, as amended or modified, is in furtherance of a general plan for the Subdivision, improvement and sale of said real property and is established for the purpose of enhancing the value, desirability, and attractiveness of said real property and every part thereof.

ARTICLE V  
THE ASSOCIATION

Section 1: Organization.

(a) The Association. The Association shall be a non-profit corporation organized and existing under the Missouri Nonprofit Corporation Act, charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-Laws, and this Declaration. Neither the Articles nor By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

(b) Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Board may elect or appoint, in accordance with the Articles and the By-Laws.

Section 2: Powers and Duties of the Association. The Association shall have such rights, powers and duties as set forth in the Articles, By-Laws and this Declaration.

Section 3: Rules and Regulations. The Board may, from time to time and subject to the provisions of the Declaration, adopt, amend, and repeal Rules and Regulations governing the use of any Common Areas by any Owner, by the family of an Owner, or by any invitee, licensee or lessee of an Owner; provided, however, that the Rules and Regulations may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or By-Laws. A copy of the Rules and Regulations as they may from time to time be adopted, amended or repealed, shall be made available to each Owner, at said Owner's request. Upon promulgation, the Rules and Regulations shall have the same force and effect as if they were set forth in and were part of the Declaration.

Section 4: Personal Liability. No member of the Board, any committee of the Association, or any officer of the Association shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, or any other representative or employee of the Association, or the Architectural Committee, or any other committee, or any officer of the Association, provided that person has, upon the basis of the information as may be possessed by him, acted without willful or intentional misconduct.

Section 5: Responsibility for Common Areas. The Association shall have power, authority and responsibility for maintaining all Common Areas and shall be responsible for the payment of any taxes and insurance on the Common Areas. The Association may not be dissolved without the consent of the City of Springfield.

Section 6: Liability of Association for Vehicles. Neither the Association, members of the Board, nor the Board shall assume any liability of any kind or nature with respect to any vehicles moving within or parked upon any portion of the Common Areas. Any person operating or parking any vehicle within the boundaries of the Common Areas shall do so entirely

at their own risk and shall indemnify and hold both the Association and the Board harmless from and against any and all claims, demands, actions, causes of action and proceedings arising out of the presence of any vehicle within the boundaries of the Common Areas.

## ARTICLE VI MEMBERSHIP AND VOTING RIGHTS

Section 1: Membership in Association. Every Owner, including the Developer so long as it is an Owner, either of a fee or undivided interest, of a Lot, which is subject to assessment by the Association, shall be a "Member" of the Association. Membership in the Association shall automatically terminate when ownership ceases. Upon the transfer of ownership of a Lot, howsoever achieved, including without limitation by foreclosure of a Mortgage upon a Lot, the new Owner thereof shall, concurrently with the transfer, immediately and automatically become a Member in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2: Management. Members shall have no rights to manage the business affairs of the Association. The management of the Association is vested entirely in the Board as set forth in this Declaration and the Articles and By-Laws.

Section 3: Voting Rights. Voting Members of the Association shall be all those Members described in Section 1 above, including Developer for so long as Developer owns any interest in a Lot. Voting Members, other than Developer, shall be entitled to one (1) vote for each Lot in which the Member owns an interest. If there are one (1) or more Owners of a Lot, then those Owners must designate one (1) of their number as the voting Member of the Association, which designation shall be made in writing to the Board. After one (1) of the Owners is designated, the Board shall have the right to rely on the designation until a written notice signed by all Owners of the Lots revoking the appointment is received by the Board. Developer shall be entitled to 3 votes for each Lot owned by Developer.

Any matter to be voted on by the voting Members of the Association shall be determined by a majority of the votes cast; provided, however, that for so long as Developer owns a Lot no vote shall be valid unless the Developer shall have cast its vote (or votes) or shall have waived its right to cast its vote in writing.

## ARTICLE VII COVENANT FOR ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligations of Assessments. Each of the Owner(s), except Developer, hereby covenants that by acceptance of a deed for any Lot, whether or not it shall be so expressed in the deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, and all assessments to be established and collected as hereinafter provided. The annual and special assessments and all other sums due hereunder, together with interest, costs and reasonable attorneys' fees, shall, to the full extent permitted by law, be a charge on the Lot of each of the Owner(s) and shall be a continuing lien upon each that Lot after the assessment is

made, except for any Lot owned by Developer. Each assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner(s) of each Lot, except for Developer, on the effective date of the assessments. The personal obligation for delinquent assessments shall not pass to the successors in title of each Owner(s) other than Developer, but, nevertheless, the lien arising by reason of the assessment shall continue to be a charge and lien upon the Lot as above provided.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the general benefit, recreation, health, safety and welfare of the residents in the Subdivision. These purposes shall include, but shall not be limited to, and the Association's rights and powers shall include (in addition to the rights and powers set forth in the Articles and By-Laws) provision for the improvement, construction, repair, maintenance, care, upkeep and management of the Common Areas and the improvements and facilities thereon; and further, shall include the payment of any taxes and assessments, if any, which may be assessed and levied upon any property owned by the Association, together with all other costs and expenses related to the management and maintenance of the Common Areas. Nothing contained herein shall limit the associations rights and powers granted in this Article or granted elsewhere in this Declaration and the Articles and By-Laws of the Association.

Section 3: Annual Assessments.

(a) The initial annual assessment shall be not more than Twenty Dollars (\$20.00) per Lot, and shall commence at such time as is designated by the Board, and after thirty (30) days written notice to all Owner(s).

(b) In addition to the annual assessment, there may also be an annual "sign" assessment. The purpose of the "sign" assessment shall be for the maintenance and operation of an "off-site" sign or other monument indicating the Subdivision. The "sign" assessment shall be in an amount sufficient to cover all costs in leasing the ground upon which the sign is located, electricity, mowing and landscaping of the area, and the repair, maintenance and replacement of the sign as is necessary.

(c) The maximum amount by which an annual assessment or a "sign" assessment may be increased each year, without a vote of the Members, is ten percent (10%) above the prior year's annual assessment except that in the event that an assessment is not sufficient to pay for the maintenance, taxes and insurance on the common areas or to maintain the sign, an additional annual assessment will be made solely for the purpose of paying for the maintenance, taxes and insurance on the Common Areas or to maintain the sign.

(d) No annual assessment or "sign" assessment shall be due from Developer, unless Developer agrees in writing to pay such assessments.

Section 4: Special Assessment for Capital Improvements. In addition to the annual assessments in Section 3 above, the Association may levy, in any calendar year, one or more special assessments. The purpose of a special assessment shall be for a capital improvement in

the Common Areas, or providing in whole or in part, for the cost of any reconstruction, repair or replacement of a capital improvement in the Common Areas, including fixtures and property related thereto. Developer shall have no obligation to pay any special assessments.

Section 5: Effect of Nonpayment of Assessments; Remedies of the Association. Each Owner, other than the Developer, shall be obligated to pay to the Association all assessments provided for herein when due. If the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the actual or threatened breach of this Declaration, each Owner, except Developer agrees to pay reasonable attorneys' fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In the event of a default in payment of any assessment when due, the assessment shall be deemed delinquent, and shall bear interest at the rate of eighteen percent (18%) per annum, and in addition to any other remedies herein or by law provided, the Association may enforce each obligation in any manner provided by law or in equity, or, without any limitation by the foregoing, by either or both of the following procedures.

(a) Enforcement by Suit. The Board may cause a suit at law to be commenced and maintained in the name of the Association against any Owner to enforce each assessment obligation. Any judgment rendered in any action shall include the amount of the delinquency, together with interest thereon at the rate of eighteen percent (18%) per annum from the date of delinquency, court costs, and reasonable attorneys' fees in any additional amount as the court may adjudge against the delinquent Owner.

(b) Enforcement by Lien. There is, to the full extent permitted by law, hereby created a claim of lien, with power of sale, on each and every Lot within the Subdivision to secure payment to the Association of any and all assessments levied against any and all Owners of each Lot, together with interest thereon at the rate of eighteen percent (18%) per annum from the date of delinquency, an administration fee of One Hundred Dollars (\$100.00) to the Association, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time within thirty (30) days after the occurrence of any default in the payment of any assessment, the Association or any authorized representative, may, but shall not be required to make a written demand for payment to the defaulting Owner, on behalf of the Association. Each demand shall state the date and the amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim or lien. If such delinquency is not paid within ten (10) days after delivery of demand, or even without such a written demand being made, the Association may elect to file a claim or lien on behalf of the Association against the Lot of the defaulting Owner. A claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- (1) The name of the delinquent Owner (as shown on the Association records);
- (2) The legal description or street address of the Lot against which claim of lien is made;
- (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, plus a One Hundred Dollars (\$100.00) administration fee, and an amount equal to the estimated collection costs, and estimated attorneys' fees;
- (4) That the claim of lien is made by the Association pursuant to the Declaration; and
- (5) That a lien is claimed against the Lot in an amount equal to the amount stated.

Upon (1) recordation of a duly executed original or copy of the a claim or lien, and (2) mailing a copy thereof to the Owner, the lien claimed thereon shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which the assessment was levied. The lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any Lot, assessments on any Lot in favor of any municipal or other governmental assessing unit, and the liens which are hereinafter specifically described in Section 6. The lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a deed of trust, with a power of sale, as set forth by the laws of the State of Missouri, as may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of the Members. The Association may acquire, hold, lease, mortgage, and convey any such Lot. In the event the foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the Association to the extent permitted by law. Each Owner, by becoming an Owner in the Subdivision, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Section 6: Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to Mortgage foreclosure shall extinguish the lien of assessment as to payments which become due prior to sale or transfer. No sale or transfer shall relieve Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE VIII ARCHITECTURAL CONTROL

Section 1: Review by Committee. No structure, residence, accessory building, tennis court, swimming pool, fence, mailbox, driveway, wall, lot drainage works, awning, exterior area

lighting or other improvements shall be constructed or maintained upon any Lot, and no addition or change to the exterior of a structure shall be undertaken, unless complete plans, specification and plot plans thereof showing the exterior design, height, building material and color scheme thereof, the location of the structure on the Lot plotted horizontally and vertically, the location of driveways and fencing, shall have been submitted to and approved in writing by the Architectural Committee. A copy of such plans, specifications and plot plans as finally approved, shall be kept by the Architectural Committee. All fees and expenses incurred by the Architectural Committee shall be paid by the applicant.

Section 2: Duties. The Architectural Committee shall have the right, in its sole discretion, to refuse to approve any plans and specifications which are not suitable or desirable for aesthetic or other reasons and in passing upon such plans and specifications and without any limitations of the foregoing, it shall have the right to take into consideration the suitability of the proposed building, structure or other improvement of landscaping, in light of Developer's plans for the Subdivision as a residential development of architectural design, color, texture and materials, the harmony of external design and location in relation to surrounding structures and topography and the effect of the improvements as planned on the outlook from adjacent or neighboring Lots. No changes or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Architectural Committee.

Section 3: Procedures.

(a) The Architectural Committee shall approve or disapprove all plans and requests within thirty (30) days after receipt by the Committee of all necessary information. In the event the Architectural Committee fails to take any action within thirty (30) days after a request and all necessary information has been submitted, approval shall be presumed and this Article shall be deemed to have been fully complied with.

(b) The Architectural Committee shall maintain written records of all applications submitted to it and of all actions taken. Plans, specifications, and other records and minutes of Committee actions shall be kept by the Committee for at least one (1) year.

(c) A majority vote of the Architectural Committee shall be necessary for approval of any request.

Section 4: Members of Architectural Committee. The "Architectural Committee" shall consist of one or more persons appointed by Developer until December 31, 2007 and then by the Board of Directors of the Association. Members of the Committee are not required to be Owners.

Section 5: Non-Liability for Approval of Plans. Plans and specifications shall be reviewed by the Architectural Committee as to style, exterior design, appearance and location and shall not be reviewed for engineering or structural design or for compliance with zoning and building ordinances. By approving such plans and specifications, neither the Architectural

Committee, the members thereof, the Association, the Board nor the Developer assume any liability or responsibility therefor or for any defect in any structure constructed from such plans and specifications. Neither the Architectural Committee, any member thereof, the Association, the Board nor the Developer shall be liable to any Owner, prospective Owner, or other Person for any damage, loss or injury suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (c) the development, or manner of development, of any property within the Subdivision, provided, however, that such action, with the actual knowledge possessed, was taken without willful or intentional misconduct. Approval of plans and specifications by the Architectural Committee is not and shall not be deemed to be a representation or warranty that said plans or specifications comply with applicable governmental ordinances and building codes.

Section 6: Inspection. Any member of the Architectural Committee, or any authorized officer, director, employee or agent of the Association, may at any reasonable time enter upon any Lot in order to inspect improvements constructed or being constructed on such Lot to ascertain that such improvements have been or are being built in compliance with the approved plans and specifications.

Section 7: Approval. The Architectural Committee may approve or disapprove any design, or floor plan, any construction materials, colors, or methods to be used in connection with the construction of a dwelling, out-building, fence, landscaping or any other structure, or make any determination described in this Declaration in its sole, absolute and arbitrary discretion and for any reason.

## ARTICLE IX USE AND BUILDING RESTRICTIONS

Section 1: The following restrictions are imposed upon each residential Lot for the benefit of all owners and the Developer.

Section 2: Single-Family Residential Use. All Lots shall be used, improved and devoted exclusively as a one-family dwelling and no gainful occupation, profession, trade, or other nonresidential use shall be conducted on any such Lot. Nothing herein shall be deemed to prevent the leasing of any such dwelling from time to time, by the Owner thereof, subject to all of the provisions of the Declaration.

Section 3: Structures. All Lots shall be subject to the following restrictions:

(a) No structure whatever shall be erected, placed or permitted to remain on any Lot except a detached one-family dwelling, together with:

(1) an attached private garage, provided that the Architectural Committee, in its sole discretion, may give written consent to a detached garage; and/or

(2) a detached utility building, the overall appearance, materials and color of the which shall be compatible with the architectural style of the dwellings, and the structure must be approved by the Architectural Committee prior to commencing construction of the utility building.

(b) The exterior walls of all dwellings visible above ground level shall be constructed of brick, stucco, stone as approved by the Architectural Committee in writing. The dwellings may be constructed of a combination of such materials, but all such materials must be approved by the Architectural Committee in writing, whether or not the materials are to be used in combination. The Architectural Committee may, in its sole discretion, approve substitute materials for use on dormers, overhangs, cantilevers and other specific areas of a dwelling. New exterior products not now on the market may be approved for use as part of the exterior finish of a dwelling by the Architectural Committee, in its sole discretion.

(c) Unless otherwise approved by the Architectural Committee, all dwellings in the Subdivision shall be of such size as to afford not less than 1900 square feet of living space on the main entrance level, exclusive of patios, decks, porches or garages.

(d) Generally, carports shall not be permitted, unless the Architectural Committee determines that the carport coordinates with, and does not detract from the appearance of the dwelling and the surrounding dwellings.

Section 4: Animals. No animals, fowl, or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any property within the Subdivision, and then only if they are kept solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No doghouse, structure or pen for the care, housing or confinement of any animal shall be constructed or maintained unless it is in a fenced rear yard, and is approved under Article VIII. Upon the written request of the Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally recognized house pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein. Pets shall not be allowed loose or unsupervised on any part of the Property and walking of pets shall be on a leash and allowed only on such portions of the Property as the Board may prescribe by its Rules and Regulations.

Section 5: Antennas. Subject to applicable federal law, no exterior antenna or other similar device for the transmission or reception of electronic signals shall be erected, used or maintained outdoors on any Lot, unless approved by the Architectural Committee, which shall have the sole discretion to decide such matters. Satellite dish antennas for television reception shall be permitted provided that the dish is firmly mounted to the house located on the Lot where

it is installed, and provided that it is not larger than the 18" direct satellite dish presently marketed by RCA and the dish is so located that it is not visible from any location along and within six (6) feet above the street in front of the Lot where installed. All satellite antennas, and the location and method for the mounting thereof, shall be approved by Architectural Committee before being installed.

Section 6: Improvements and Alterations. No building, fence, wall, residence or other structure shall be commenced, erected, improved, modified, or structurally altered, without the prior written approval of the Architectural Committee. The exterior surface of a single family structure shall not be painted (other than painting with the same color of paint as previously existed) or changed in any manner without the prior written approval of the Architectural Committee (See Article VIII).

Section 7: Temporary Occupancy. No trailer, incomplete building, tent, shack or garage and no temporary building or structure of any kind shall be used at any time for a residence on any property within the Subdivision. Temporary buildings or structures used during the construction of a dwelling on any property shall be subject to the Rules and Regulations of the Board and shall be removed immediately after the completion of construction. As long as the Developer owns a Lot, the Developer may place a temporary structure on a Lot or Common Areas to use in the management, marketing, sales or construction of the Subdivision.

Section 8: Motor Vehicles and Trailers.

(a) No mobile or motor home, trailer of any kind, truck larger than 1/2 ton, camper, boat, or permanent tent or similar structure shall be parked, kept, maintained or repaired upon any property or street (public or private) within the Subdivision, between the hours of 12 midnight and 5: 00 A.M., in a manner as will be visible from neighboring property; nor shall any motor vehicle of any kind be constructed, reconstructed or repaired on public or private property within the Subdivision, provided, however, that the provisions of this paragraph shall not apply to the Developer, emergency vehicle repairs, or temporary construction shelters or storage facilities approved by the architectural control committee and used exclusively in connection with the construction of any improvement.

(b) Any motor vehicle which is, in the sole discretion of the Board, unsightly or not in keeping with motor vehicles owned by the Subdivision residents, or is a service vehicle or pick-up truck with a camper top or similar top shall be parked in the garage overnight, and shall not be parked in the Subdivision between the hours of 12 midnight and 5:00 a.m. in such a manner as will be visible from neighboring property.

Section 9: Motor Vehicles - Excessive Noise. If the Board determines that any motor vehicle is creating loud or annoying noises by virtue of its operation within the Subdivision, the determination shall be conclusive and final that the operation, upon notice by the Board to the Owner or operator thereof, shall be prohibited within the Subdivision.

Section 10: Landscaping and Lawns.

(a) Completion. Each Owner shall complete the landscaping required by the Architectural Committee prior to occupying the premises, unless the Architectural Committee shall approve a delay based on weather conditions. No tree in excess of three (3) inches in diameter or in excess of fifteen (15) feet in height shall be removed from a Lot without prior approval from the Architectural Committee.

(b) By Owner. Each Owner of a Lot within the Subdivision shall keep all shrubs, trees, grass and plantings, including the area located between the boundary line of his property and the street on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Each Owners shall keep a minimum of two (2) trees, each tree a minimum of fifteen (15) feet in height, in the front lawn of the Owner's lot, and shall place a strip of gravel, or other materials approved by the Architectural Committee, not less than three (3) feet in width along the front of the dwelling, in which shrubs shall be planted at intervals of not more than every five (5) feet. In the event that any Owner fails to maintain his lawn, landscaping or plantings as provided herein, the Association, or its agents, may enter upon said Lot and may do so, and the Owner shall reimburse the Association for its costs, upon demand. The Association may enforce collection of same in the same manner as if the costs were an assessment and shall have all powers and rights to so collect as set forth in Article VII above and shall be deemed a lien against the Lot similar to an assessment lien.

(c) By the Association. The Association, and its agents, shall have the right, at any time, to plant, replace, maintain, and cultivate shrubs, trees, grass and plantings on the Common Areas, and on any easements of record over an Owner's Lot. The Association or its authorized agents shall not be liable for trespass, for so doing.

Section 11: Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within the Subdivision, and no odors shall be permitted to arise therefrom so as to render any such Lot or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. The Board in its sole discretion shall have the right to determine the existence of any such nuisance and for the purposes of this Declaration such determination shall be conclusive.

Section 12: Repair of Buildings. No building, structure or fence upon any Lot within the Subdivision shall be permitted to fall into disrepair, and each such building, structure or fence shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 13: Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within the Subdivision except in covered containers of a standard type approved

by the Association. The Association shall select a company for weekly trash disposal service for the Subdivision. All residents of the Subdivision shall be required to use this company and no other trash disposal service shall be permitted. In no event shall such containers be maintained so as to be Visible From Neighboring Property except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot and no burning in the open will be permitted.

Section 14: Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot within the Subdivision unless they are erected, placed or maintained exclusively within an area not Visible From Neighboring Property and approved by the Architectural Committee.

Section 15: Encroachments. No tree, shrub, or planting of any kind on any Lot within the Subdivision shall be allowed to overhang or otherwise encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of eight (8) feet, without the prior approval of the Architectural Committee.

Section 16: Machinery and Equipment. No machinery or equipment of any kind shall be placed, parked, operated or maintained upon or adjacent to any Lot within the Subdivision except that:

(a) An Owner (or guest, invitee, licensee, tenant, lessee, family member, agent or employ thereof) may use such machinery or equipment as is usual and customary in connection with the use and maintenance of that Owner's Lot, or the improvements thereon.

(b) A builder or contractor constructing improvements for an Owner may use the machinery or equipment as is usual and customary in connection with the construction of improvements on an Owner's Lot, provided that the machinery and equipment is actively being used by the builder or contractor and is stored or placed in an area approved by the Architectural Committee, and that no trucks of any kind or nature shall be kept, parked or placed upon any lot or street (public or private) within the Subdivision between the hours of 12:00 midnight and 5:00 A.M., unless permission to the contrary is temporary granted by the Architectural Committee, and

(c) The Developer or the Association may park, place, operate or maintain machinery and equipment as may be required for the operation and maintenance of the Common Areas.

Section 17: Restriction on Further Subdivision. No Lot within the Subdivision shall be further subdivided by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, without the prior written approval of the Developer. This provision shall not, in any way, limit Developer from

subdividing any property owned by Developer. Newly created parcels thereafter shall be considered as one Lot.

Section 18: Signs. No sign of any kind shall be displayed to the public view of any Lot except as follows and subject to the approval of the Architectural Committee:

- (a) One sign of not more than five (5) square feet, advertising a Lot for sale or rent;
- (b) Signs used by a builder to advertise a Lot during the construction and sales period;
- (c) Signs of such shape, size and location as the Developer deems necessary for security control and to advertise the Subdivision;
- (d) One sign, not to exceed one (1) square foot in size, which may contain the name or names of the Owner or Owners and/or the dwelling unit number;
- (e) Signs of such shape, size and location as the Architectural Committee may approve.

Section 19: Dwelling Size. The Architectural Committee shall exercise its best judgment to see that all structures, as to size, conform to and harmonize with the existing surroundings and structures.

Section 20: Building Location.

- (a) No building shall be located nearer to any Lot line than the minimum set back line shown on the recorded plat of the Subdivision.
- (b) The building location (horizontal and vertical) must be approved by the Architectural Committee.

Section 21: Fences.

- (a) Fences are not encouraged but properly constructed and installed fences may be approved for construction by the Architectural Committee upon submission of plans and specifications. Fences shall be of the design, materials and specifications determined by the Architectural Committee and must be properly maintained by their Owner.
- (b) Chain link and other similar fences are not permitted.
- (c) Privacy fences may not exceed seventy-two (72) inches in height.

(d) No fences in the Subdivision shall extend nearer to the front wall of a house than fifty (50) percent of the distance of the house on each side. Supporting structures on all fences shall be placed on the side of the fence facing the property of the owner building the fence. On corner lots, the fence may extend from the house toward the street a maximum of five (5) feet.

(e) No fence or hedge shall be permitted between the front wall of the structure and the adjoining street or across the front yard. Notwithstanding the foregoing, the Architectural Committee may give specific written permission to an Owner to vary from the provisions of this subpart.

Section 22: Sales and Construction Office. Notwithstanding anything herein, Developer and its agents may establish temporary sales and/or construction offices and model homes, in the Subdivision and may permit builders and realtors to establish the same. The Developer and its agents shall have the right to use the Common Areas in conjunction with the sales and promotion of lots and houses in the Subdivision.

Section 23: Easements. Easements are reserved as shown upon the recorded plat of the Subdivision.

Section 24: Soil Removal. Soil may not be removed from the Subdivision without the consent of the Developer.

Section 25: Garage Doors. The doors of all garages shall be kept closed at all times except when necessary for ingress and egress. The doors of all garages shall be installed with electric or battery powered opening and closing devices.

Section 26: Basketball Goals. No basketball goals shall be attached to the front of any dwelling or garage nor erected in any front yard or on the side of any street which abuts any corner lot. No temporary or moveable basketball goals shall be left out overnight between 11:00 p. m. and 7:00 a.m. in the front or side yard of Lot, or upon any street or within any Common Area.

Section 27: Outside Lighting. Spotlights, floodlights, or similar type high intensity lighting shall be designed, located and constructed so as to eliminate or significantly reduce glare on adjoining residences, and the Architectural Committee may direct that they be redesigned or eliminated if they determine that it is advisable. Other types of low intensity lighting which do not disturb the Owners or other occupants of the properties may be allowed.

Section 28: Mailboxes. Each Owner shall construct a mailbox which shall be completed prior to occupying the residence, and such mailbox shall pass to any purchaser of the Lot for which it is constructed or installed. Each mailbox (or any variation or modification thereto) shall be of the design, materials and specifications approved by the Architectural Committee.

Section 29: Roofs. All roofs shall have an exterior surface which shall be approved by the Architectural Committee, in its sole discretion.

Section 30: Completion. A structure shall be completed within a reasonable time after commencement of construction. In the event of fire, windstorm, or other damage, a structure shall be repaired, remodeled, rebuilt or completely removed within a reasonable time.

Section 31: Common Areas. Although Builders are also Owners, the recreation facilities in the Common Areas are not for Builder's use or their family's use, unless they live in the Subdivision.

Section 32: Remedies. In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, builder, contractor, subcontractor, agent or employee thereof), shall violate, or permit to be violated, any of the provisions set forth in this Article, the Board shall cause to be delivered to the Owner a written "Notice of Violation." The Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated or remedied within a reasonable time from the mailing date of the Notice of Violation.

If after a reasonable time has elapsed from the date of the Notice of Violation, the violation has not been voluntarily terminated by the Owner, the Association shall have the authority to pursue and effect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of said violation. This authority shall include, but shall not be limited to, the power to employ laborers to enter upon the Lot and/or premises of the Owner for the purpose of removing and/or terminating the cause of the violation and shall also include appropriate injunctive relief (the cost of which, whether successful or not, shall be paid by the Owner, including reasonable attorney fees, suit expenses and court costs). If, by virtue of the exercise of the authority granted herein, the Board shall incur expenses in connection with the process of removing and/or terminating the violation the Association may enforce the collection in the same manner as if those costs were an assessment and shall have all powers and rights to so collect as set forth in Article VII above.

For purposes of administering this Section, the determination of whether a violation has been, or is being, committed and the determination of what time period constitutes a "reasonable time" allowable for voluntary termination, shall be made by the Board after taking into consideration the facts and circumstances surrounding the particular violative situation, condition or occurrence.

In addition to the foregoing, if a tree is removed in violation of Section 10(b), or any other violation of this Declaration occurs in connection with a dwelling, landscaping, fencing or other structure, the Architectural Committee may: (i) place a One Thousand Dollars (\$1,000.00) assessment on the applicable Lot(s); (ii) prohibit any further construction of the Lot(s) until the violation or default is cured; (iii) retract its approval of any or all plans, materials and specifications, and require resubmittal; (iv) assess an additional One Thousand Dollars (\$1,000.00) each calendar month days until the violation or default is cured; and (v) take any other action that the Board might take to enforce the provisions of this Declaration.

ARTICLE X  
CARE OF COMMON AREAS

Section 1: Maintenance by Association. The Board may, at any time, as to any Common Areas take the following actions without any approval of the Owners being required:

(a) Reconstruct, repair, replace or refinish any improvement or portion thereof.

(b) Construct, reconstruct, repair, replace or refinish any detention areas, or road improvement or surface upon any portion of such area used as a road, street, walk, driveway or parking area.

(c) Maintain and replace injured or diseased trees, shrubs, annuals, perennials, ground cover or other vegetation within any common areas, traffic island, median or other landscaped area within any right-of way of any public or private street located within the Subdivision to the extent that the Board deems necessary or desirable for the conservation of water and soil and for aesthetic purposes, and to the extent that the City of Springfield or other appropriate governmental authority (the "Authority") deems necessary to maintain public safety. The Board shall be the sole judge as to the appropriate maintenance of all grounds within any common areas, except any landscaped or planted areas within the right-of-way of any public or private street. Landscaping in road right-of ways within the Subdivision shall be maintained to the satisfaction of the Authority. In the event the landscaping within any right-of way shall not be maintained by the Association to the satisfaction of the Authority, it shall provide the Association with written notification of any deficiencies. Whereupon the Association shall have thirty (30) days to correct any deficiencies. In the event the Association fails to correct any deficiencies in landscaping as delineate by the Authority, within thirty (30) days of receipt of notice, then in that event the Authority may either: (1) have the landscaping maintenance performed and the Association shall be billed for the cost of said landscaping, or (2) the County may remove the landscaping, median or landscaped area within any right-of-way in said Subdivision.

(d) Place and maintain upon any such area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof.

(e) Do all such other and further acts which the Board deems necessary to preserve and protect the property and the beauty thereof, in accordance with the general purposes specified in this Declaration.

The Board shall be the sole judge as to the appropriate maintenance of all grounds within the Common Areas.

Section 2: Damage or Destruction of Common Areas by Owners. In the event any Common Areas wilfully or maliciously are damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, the Owner does hereby authorize the

Association to repair the damaged area, and the Association, at its option, shall so repair said damaged area. The cost for the repairs shall be paid by the Owner, upon demand, to the Association and the Association may enforce collection thereof in the same manner as if those costs were an assessment and shall have all powers and rights to so collect as set forth in Article VII above.

## ARTICLE XI GENERAL PROVISIONS

Section 1: Enforcement. The Association, or any Owner, 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 as modified and amended. Failure by the Association or by 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.

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

Section 3: Amendment.

(a) The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless otherwise amended as herein provided.

(b) Subject to subpart (e) hereof, this Declaration may be amended in whole or in part at any time within seven (7) years from the date of recordation by an instrument in writing executed by Developer, its successors or assigns.

(c) Subject to subpart (e) hereof, this Declaration may be amended at the end of the above mentioned seven (7) year period by an instrument in writing executed by the Association, with the approval of the Board.

(d) No amendment shall be effective until it is recorded in the deed records of Greene County, Missouri.

(e) Any amendments of the Declaration pursuant to the provisions of Article X, Section 3(b) or (c) hereinabove, which would change any obligation to maintain any common areas, storm water detention facilities, drainage area, or any landscaping within the right-of-way of any public or private street of the Final Plat of Lake Ridge Estates shall require the written approval of Greene County, Missouri or the City of Springfield, Missouri if Lake Ridge Estates is subsequently annexed into the City of Springfield, before it shall become effective.

Section 4: Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be Nuisance and may be enjoined or abated, whether or not the Relief sought is for negative or affirmative action, by Developer, the Association, or any Owner or Owners of Lots within the Subdivision. However, any other provision to the contrary notwithstanding, only Developer, the Association, the Board, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of this Declaration.

Section 5: Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within the Subdivision is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration.

Section 6: Remedies Cumulative. Each remedy provided by these Restrictions is cumulative and not exclusive.

Section 7: Delivery of Notices and Documents. Any written notice or other documents relating to or required by these Restrictions may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered the day after a copy of same has been deposited in the United States mail, postage prepaid, addresses as follows:

(a) If to the Association or the Architectural Committee, to the Registered Agent at his registered office: currently Mr. Jim Hutcheson, 1708 S. Ingram Mill Rd., Springfield, Missouri 65804.

(b) If to an Owner or Builder, to the address of any Lot within the Subdivision, owned, in whole or in part, by him or to any other address last furnished by an Owner to the Association.

(c) If to Developer, to its Registered Agent at its registered office: currently Charles B. Cowherd, Husch & Eppenberger, LLC, 750 North Jefferson, Springfield, Missouri 65802.

Provided, however, that any such address may be changed at any time by the party concerned by furnishing a written notice of change of address to the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

Section 8: The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property, included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, to the covenants, conditions, Rules and Regulations now or hereafter imposed by this Declaration and any amendments thereto. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby.

IN WITNESS WHEREOF, the undersigned, Lake Ridge Land Development, LLC, has caused this instrument to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2001.

LAKE RIDGE LAND DEVELOPMENT, LLC,  
a Missouri limited liability company

By: \_\_\_\_\_  
Jim Hutcheson, Managing Member

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF GREENE     )

On this \_\_\_\_ day of \_\_\_\_\_, 2001, before me personally appeared Jim Hutcheson, to me personally known, who being duly sworn, did say that he is the Manager Member of Lake Ridge Land Development, LLC (the "Company"), that the seal affixed to this instrument is the corporate seal of the Company, and that the said instrument was signed and sealed on behalf of the Company by authority of its Members and the said Jim Hutcheson acknowledged said instrument to be the free act and deed of the Company.

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

LEGAL DESCRIPTION  
OF  
LAKE RIDGE ESTATES

DESCRIPTION

A parcel of land located in Section 19, Township-28-North, Range-21-West, more particularly described as follows:

Beginning at the southwest corner of Section 19, Township-28-North, Range-21-West; thence South 88 degrees 37 minutes 40 seconds East and along the south line of said Section 19, 3179.44 feet; thence North 00 degrees 55 minutes 02 seconds East, 409.35 feet for a new point of beginning; thence continuing North 00 degrees 55 minutes 02 seconds East, 264.9 feet; thence North 02 degrees 03 minutes 03 seconds East, 90.00 feet; thence North 16 degrees 25 minutes 36 seconds East, 242.31 feet; thence North 37 degrees 41 minutes 17 seconds East, 242.97 feet; thence North 88 degrees 27 minutes 02 seconds West, 490.00 feet; thence North 01 degree 32 minutes 58 seconds East, 150.00 feet; thence South 88 degrees 27 minutes 02 seconds East, 68.17 feet; thence North 01 degree 32 minutes 58 seconds East, 200.00 feet; thence South 88 degrees 27 minutes 02 seconds East, 189.98 feet; thence North 01 degree 28 minutes 32 seconds East, 996.96 feet; thence South 88 degrees 54 minutes 32 seconds East, 614.65 feet; thence South 02 degrees 52 minutes 18 seconds West, 1328.03 feet; thence South 86 degrees 08 minutes 49 seconds East, 153.34 feet; thence South 22 degrees 39 minutes 54 seconds West, 1423.55 feet; thence North 54 degrees 12 minutes 19 seconds West, 230.00 feet; thence North 75 degrees 38 minutes 11 seconds West, 135.00 feet to the new point of beginning. All being in Springfield, Greene County, Missouri and containing 31.271 acres more or less. Subject to all easements of record and any part thereof being used for roadway purposes.