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Title of Document: Declaration of Protective Covenants  
Mutter South Ridge Properties, LLC

Date of Document: August 1, 2018

Grantor(s): Mutter South Ridge Properties, LLC

Grantee(s): N/A

Mailing Address(s): 1518 County Road 1720, Cairo, MO 65239

Legal Description: See Exhibit 1, attached hereto and incorporated hereto by  
reference.

Reference Book and Page(s):

**DECLARATION OF PROTECTIVE COVENANTS**

THIS DECLARATION is made this 1 day of August, 2018 by Mutter South Ridge Properties, LLC, ("Mutter").

**RECITALS**

- A. Mutter owns a 17.47 acre tract of land, more or less, located in Randolph County, Missouri. The tract (the "Property") consists of all of the land shown on the Mutter South Ridge Plat 1 and is more particularly described on Exhibit 1, attached hereto and incorporated hereto by reference.
- B. Mutter desires to subject the Property, and the lots shown in the plat (the "Lots"), to the covenants, conditions and restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots, and are for the purpose of distributing among the Lot Owners, the cost of maintaining and operating the Common areas located with the Property, and any improvements constructed on the Common Areas.
- C. Mutter hereby declares that the Property shall be held, sold and conveyed subject to the Covenants, Conditions and Restrictions set forth below.

**ARTICLE 1**

**DEFINITIONS**

- (a.) "Association" means the homeowners association, (name to be determined).
- (b.) "Common Area" means those areas of land, designated on the recorded subdivision plats of the Property as "open space", if any, intended to be owned by the Association and devoted to the common use and enjoyment of the owner of the Lots.
- (c.) Mutter means Mutter South Ridge Properties, LLC, and any successor or assignor thereof to whom they shall convey or otherwise transfer all of the rights, title and interest in the Property then owned by them, and to whom they shall expressly transfer and assign all of their right, title and interest under this Declaration, or any amendment or modification of this Declaration.
- (d.) "Owner" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple title to a Lot in the Property, as the Lot is now or may from time to time hereafter be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner and shall be a single member

of the Association by virtue of their ownership of the Lot. The term "Owner", shall not mean any contract purchaser, nor shall it include any mortgagee, the holder of any Deed of Trust or other person or legal entity holding an interest in a Lot as security for the performance of an obligation.

- (e.) "Property" means all of the land shown on the Plat and such additional land may be subject to this declaration under the provisions of Article II below.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

#### SECTION 1

All of the land shown on Exhibit 1 ("Existing Property") shall be transferred, held, sold, conveyed and occupied subject to this Declaration.

#### SECTION 2

Additional lands may be subjected to this Declaration in the following manner:

- (a.) Mutter, their successors and assigns, shall have the right for seven (7) years from the date of this Declaration to bring within the operation and effect of this attached as a part of this Declaration. The additions authorized under this Section 2 (a) shall be made by recording among the records of Randolph County, Missouri, a supplement to this Declaration, which need be executed only by Mutter and the owner of such additional land if Mutter is not the Owner thereof, which shall describe the additional land and state that it is subject to the Declaration. The additions authorized by the Section 2 (a) shall not require the approval of the Association.
- (b.) Upon the written approval of the Association after the association has attained the assent of the holders of two-thirds (2/3) of the votes of each class of members present in person or by proxy at the meeting at which the vote is taken, the owner of any land who desires to subject it to the operation and the effect of this Declaration, do so by recording among the records of Randolph County, Missouri and supplement to this Declaration describing the additional land and stating that it is complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the additional land, provided they are not inconsistent with this Declaration. In no event, however shall the supplement to this Declaration revoke, modify or add to the covenants, conditions restrictions established by the Declaration insofar as they pertain to the Property as the same exists prior to the supplement.

**ARTICLE III****MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION****SECTION 1**

Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant and may not be separated from the ownership of the Lot.

**SECTION 2**

Initially, the sole member of Board of Directors of the Association shall be Donald Mutter, or his designated assignee, until a minimum of Ten lots are sold. Upon the sale and occupancy of ten (10) dwelling structures, one member shall be elected by the owners of those dwellings, to serve as a member of the Board of Directors of the Association in addition to Donald Mutter. Upon the sale and occupancy of a total of twenty-five dwellings, one additional member shall be elected by the members of the Association to serve on the Board of Directors of the Association for a total of three (3) directors. Upon the sale and occupancy of fifty (50) dwellings, one additional member shall be elected by the members of the Association to serve on the Board of Directors of the Association for a total of four (4) directors. Upon the sale and occupancy of seventy-five (75) dwellings, one additional member shall be elected by the members of the Association to serve on the Board of Directors of the Association for a total of five (5) directors. Thereafter, no additional members shall be added to the Board of Directors of the Association.

**SECTION 3**

Upon the addition of a member of the Board of Directors, (when there are a total of ten lot owners) the Directors shall elect a person to serve as President of the Board of Directors of the Association. The person serving as President of the Board of Directors of the Association shall also serve as a member of the Architectural Review Committee (ARC).

**SECTION 4**

Each member of the Board of Directors of the Association, other than Mutter, shall serve a three-year term. At the expiration of that term, the membership of the Association shall elect a successor to serve on the Board of Directors. Any unexpired term that becomes vacant shall be filled by an appointment made by the remaining Board of Directors until the next scheduled election. Mutter shall have a continuing right to remain on the Board of Directors of the Association until he resigns his position. Upon his resignation, the members shall elect a person to serve on the Board of Directors in his stead and that person shall serve for a term of three years.

**SECTION 5**

The Board of Directors of the Association may elect officers, adopt bylaws and do those things necessary to carry out the duties of the Association that are authorized by and not contrary to the terms of this declaration.

**ARTICLE IV****COMMON AREA****SECTION 1**

Mutter shall grant and convey to the Association, and the latter shall take and accept from Mutter, the Common Areas shown on Mutter South Ridge Plat 1 and which is subject to this Declaration, not later than the date the first Lot shown of the subdivision plat which is improved by a dwelling is conveyed to a resident owner. At the time of the conveyance the Common Area shall be free of any mortgages, judgment liens or similar liens or encumbrances. The association shall hold the Common Area conveyed to it subject the following:

- (a.) The reservation of Mutter, their successors and assigns, of the bids, in fee of all streets, avenues and public highways shown on the subdivision plat which includes the Common Area so conveyed.
- (b.) The reservation to Mutter, their successors and assigns, of the right to lay, install, construct and maintain, on, over, under or in those strips across land designated on the subdivision plat, as "Utility and Drainage Easement", "Sewer Easement", "Drainage and Sewer Easement", "Open Space", or "Area Reserved for Future Road", or otherwise designated as an easement area, or on, over, under, or in any portion of any Common Area, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer gas, electric, telephone another public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot laid out or established now or in the future on the Property, or the area in which the same is located, together with the right and privilege of entering upon the Common Area for such purposes and making openings and excavations therein.
- (c.) The reservation to Mutter, their successors and assigns, of the right to enter upon any Common Area conveyed to the Association for the purpose of construction of completing the construction of improvements and the landscaping of the Common Area.

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(d.) The reservation to Mutter, their successors and assigns, of the right to continue to use and maintain any storm water management ponds and any sediment control ponds or facilities located at any Common Area conveyed to the Association.

## SECTION 2

The Common Areas conveyed to the Association shall be deemed property and facilities for the use, benefit and enjoyment, in common of each Owner. Except as otherwise permitted by the provisions of this declaration, no structure or improvements of any kind shall be erected, placed or maintained on any Common Area Except: (1) Structures or improvements designed exclusively for community use, including, without limiting the generality of the forgoing shelters, chairs or other or other seating facilities, fences and walls, walkway, roadways, playground equipment, swimming pools and tennis courts, and (ii) drainage, storm water and utility systems and structures. The Common Areas may be graded, and trees, shrubs or other plants may be placed and maintained on the Common Areas for the use, comfort and enjoyment of the Owners, or the establishment, retention or preservation of the natural growth or topography of the Common Areas, or for aesthetic reasons. No portion of any Common Area may be used exclusively by any Owner for personal gardens, storage facilities other private uses without the prior written approval of the association.

## SECTION 3

No noxious or offensive activity shall be carried on upon any Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the neighborhood.

## SECTION 4

The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense.

## SECTION 5

The right of each Owner to use the Common Areas shall be subject to the terms, conditions, and provisions as set forth in this Declaration and, to any rule or regulation adopted by the Association now or in the future for the safety, care, maintenance, good order and cleanliness of the Common Areas. All such terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Association and Mutter, or either of them, their respective successors and assigns, against any Owner, or any other person, violating or attempting to violate the same, either by an action at law for damages or a suit in equity to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation. The Association and Mutter shall each have the right, summarily, to abate the remove any breach or violation by any Owner at the cost and expenses of the Owner.

**ARTICLE V**

**PROPERTY RIGHTS IN THE COMMON AREAS**

**SECTION 1**

Mutter shall hold, and hereafter grant and convey the Lots, subject to the covenants, conditions and restrictions set forth in this Declaration, which are imposed upon the Lots for the benefit of Mutter, the Association and the Owners, and their respective legal representatives, heirs, successors and assigns, to the end and intent that each Owner hold his Lot subject to the following:

Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Areas for the purposes for which the same were designed. This right and privilege shall be appurtenant to and pass with the title to the Lot. The right to the use and enjoyment of all Common Areas shall be subject to: (1) the right of the Association to charge reasonable admission and other fees for use of facilities within the Common Areas; and (ii) the right of the Association to suspend the voting rights and rights to use the Common Areas by an Owner (a) for any period in which any assessment against his Lot remains unpaid, or (b) for a period not to exceed sixty (60) days of any infraction of published rules and regulations of the Association.

**SECTION 2**

Any Owner may delegate, in accordance with the Bylaws of the Association, his right to the use and enjoyment of the Common Areas, and any facilities thereon, to the members of his family, his tenants or to contact purchasers who reside on his Lot. By delegating to others, the right to the use and enjoyment of the Common Areas, including but not limited to water features, ponds and lakes, the owner assumes liability and responsibility for the acts or omissions of those whom owner has permitted to use and enjoy the property.

**SECTION 3**

Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use the Common Areas, as these rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. Each Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the Common Area.

**SECTION 4**

The rights, privileges and easements of the Owners are at all times subject to the right of the Association to dedicate or transfer all or any part of any Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Association; provided, however, that no such dedication or transfer shall be effective unless approved by a two-thirds (2/3) vote of each class of members of the Association voting in person or by proxy at a meeting called for such purpose, and the same shall have been consented to by the agency, authority or utility accepting the dedication or transfer.

## SECTION 5

To the extent that the common areas include water features such as a pond or lake, all Lot owners whose land butts up to or adjoins the water feature shall have the responsibility to control and maintain all property up to the shoreline of said lake or water feature. There shall be no structures, including docks, built or placed within twenty (20) feet of the water's edge. (The water's edge shall be considered to be at the place where the water feature is at its fullest capacity.) There shall be designated areas of land adjoining the water feature for fishing or other designated leisure activities and those activities shall not take place on Owner's lots without the prior consent of the owner(s) of said lot(s).

## ARTICLE VI

### COVENANT FOR ASSESSMENT

#### SECTION 1

Mutter, for each Lot owned by him within the Property, hereby covenants, and each owner, by acceptance of a deed hereafter conveying any such Lot to him, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the association (i) annual assessments or charges; and (ii) special assessments and charges to be established and collected as provided in this Declaration. The annual and special assessments or charges, together with interest at the rate of nine percent (9%) per annum accruing from their due date until payment is made, and the costs of collection and reasonable attorney's fees, shall be a charge on, and continuing lien upon, each Lot against which an assessment is made. Each assessment or charge, together with interest at the rate of nine percent (9%) per annum accruing as set forth above, and costs and reasonable attorney's fees incurred or expended by the Association in collection, shall also be the personal obligation of the Owner of the Lot. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorney's fees, however, shall not pass to the Owner's successors in title, unless expressly assumed by them.

#### SECTION 2

The Assessments and charges levied by the Association shall be used exclusively for promoting the recreation, health, safety, and welfare of the residents of the Property, and in particular for the improvement, operation, upkeep and maintenance of the common Areas, including, but not limited to, the payment of taxes (except to the extent that proportionate share of such public charges and assessments on the Common Areas may be levied against all Lots of the property by the tax collection authority so that the same are payable directly by the Owners in the same manner as real property taxes assessed or assessable against the Lots) and insurance of the Common Areas.



### SECTION 3

Until December 31<sup>st</sup> of the year in which the first Common Area is conveyed to the Association, the annual assessment shall be \$150.00 per Lot which shall be the maximum annual assessment for that year. Thereafter, the annual assessments shall be determined by the Board of Directors of the Association without the necessity of a vote of the membership of the Association. Notwithstanding anything elsewhere set forth in this declaration, the annual assessments or charges made or levied against any Lot of which Mutter is the Owner of January 1<sup>st</sup> of the year to which the assessment pertains, shall equal twenty-five (25%) of the annual assessment or charge made or levied against any other Lot on the Property, it being intended that Mutter shall not pay more than twenty-five percent (25%) of the per Lot annual assessment established by the Association under this section.

### SECTION 4

In addition to the annual assessments authorized above, the Board of Directors of the Association may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on any Common or replacement of any capital improvement located on any Common or replacement of any capital improvement located on any common Area, including fixtures and personal property related thereto, provided that such assessment shall first be approved by two-thirds (2/3) of the votes of each class of the members of the Association voting in person or by proxy at a meeting called for such purpose.

### SECTION 5

Except as provided in Section 3 of this Article, and in Section 7 of this Article, annual assessments must be fixed at a uniform rate for all Lots.

### SECTION 6

Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections 3 or 4 of this Article shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance to the meeting. At the first meeting, the presence of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of members entitled to be cast at the meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting maybe called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

### SECTION 7

The annual assessments shall commence on the first day of the month following the first conveyance of a Common Area to the Association. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for the commencement. The amount of the assessment for the first year shall be an amount which bears

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the same relationship to the annual assessment provided for in the first sentence of Section 3 of this Article as the remaining member of months in that year bear to twelve. The same reduction in the amount of the annual assessment shall apply to the first assessment levied against any property which is hereafter added to the Property at a time other than the beginning of any calendar year. The annual assessments for any year after the first year shall be on a calendar year basis and for any year after the first year shall be on a calendar year basis and become due and payable on the first day of March of that year. The due date under any special assessment under Section 4 shall be fixed in the resolution authorizing the special assessment; however, such due date shall be at least forty-five (45) days after the date of such resolution.

### SECTION 8

The Board of Directors of the Association shall fix the date of commencement and the amount of the annual assessment against each Lot for each assessment period of at least one month in advance of the due date for the payment of the assessment and shall, at that time, prepare a roster of the Lots and assessments applicable to the Lots which shall be kept in the office of the Association and shall be open to inspection by any Owner. If an annual or special assessment is not paid on the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot for such assessment, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the Court together with the costs of the action. Each owner of a Lot shall be accepting title to the Lot be deemed to have assented to the passage of a decree for the foreclosure of any lien upon his Lot which results from his failure to pay an assessment on the due date of the assessment.

### SECTION 9

The lien of the assessments provided for in this Declaration shall be subordinate to any mortgage or deed of trust hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by nonuse of the Common Areas or abandonment of his lot.

## ARTICLE VII

### REPAIR AND MAINTENANCE OF LOTS

The owner of each Lot shall keep the Lot, and the buildings and other improvements on the Lot, in good order and repair, and free of debris. Lawns shall be seeded and mowed,

shrubbery trimmed and painted exterior surfaces repainted, all in a manner and with such frequency as is consistent with good property management. In the event the Owner of a Lot shall fail to maintain the Lot and the buildings and other improvements on the Lot as provided in this Declaration, the Association, after notice to the Owner and with the approval of the Board of Directors, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Lot, upon demand. All unreimbursed costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with Article VI of this Declaration.

## ARTICLE VIII

### COVENANTS, CONDITIONS AND RESTRICTIONS

#### SECTION 1

The Lots and any building or structure now or hereafter erected on a Lot shall be occupied and used for single family residence purposes only, and no building shall be erected, altered, placed or permitted to remain on any Lot other than (1) one detached single family dwelling house, (2) one attached or detached garage, and (3) one accessory structure, except as follows:

- (a.) Real estate sales, management and construction offices may, with the prior written consent of Mutter, be erected, maintained and operated on any Lot or in any building or structure now or hereafter erected on any Lot provided the offices are used solely in connection with the development of the Property of the construction of improvements on the Property, or the management, rental or sale of any part of the Property, or of improvements now or hereafter erected on the Property.
- (b.) No business, trade, occupation, or profession of any kind which requires clients or customers coming to the Property shall be conducted, maintained, or permitted on any part of the Property. Other business activity will be permitted only to the extent allowed by municipal, state, or federal codes, rules, and regulations.
- (c.) Any Lot or other parcel of land comprising the Property, and any improvements now or hereafter erected on any portion of the Property may, with the prior written consent of the Mutter, be used for a playground, nonprofit community swimming pool, nonprofit community tennis court, park, place of public assembly for community meetings, automobile parking area for noncommercial vehicles while the passengers are using or attending

any of the above activities, an for the usual purposes incidental to the foregoing.

- (d.) At the sole discretion and control of Mutter, during Phase II or any subsequent development phase of the project, buildings and structures may be erected, altered, placed or permitted on Lots for the purpose of multi-family residences.

## SECTION 2

No building, fence, hedge, privacy enclosure wall, retaining wall, driveway, sign, swimming pool, tank, hot tub, greenhouse, gazebo or structure of any kind (collectively called "Structures") shall be commenced, erected or maintained on the Property, nor shall any addition to (including awnings) or change or alteration therein (including alterations in exterior color or design) be made, until the plans and specifications, in duplicate, showing the nature, kind, shape, height, materials, color, location and approximately cost of the structure, addition or alteration shall have been submitted to and approved in writing by Mutter. Mutter shall consider applications for approval of plans, specifications, etc., upon the basis of conformity with the Declaration and shall be guided by the extent to which the proposed Structure, addition or alteration will insure conformity and harmony in exterior design and appearance, based upon, among other things the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing Structures; choice of colors; changes in topography, grade elevations and/or drainage; factors of public health and safety; the effect of the proposed Structure, addition or alteration on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure, addition or alteration taking into account the general aesthetic values of the surrounding area. Mutter or his designated agent shall provide specific mailboxes to be placed on each lot and no change or alteration of said mailboxes shall be made unless such alteration or change shall have been submitted to and pre-approved in writing by Mutter.

## SECTION 3

No structure shall be erected, placed, altered or permitted to remain on any Lot nearer to any street that the minimum building setback line for the Lot as shown on the Plat, but in no event, shall any Structure be placed closer than 40 feet to any street within the Property, nor shall any Structure be placed closer than 10 feet to any property line not adjacent to a street. In any event, the location of any structure on any lot must be approved in advance by Mutter or their designees. Where two adjacent dwelling houses are located on Lots fronting on a street and are set back, different distances from the street, no fence or wall between them (other than necessary retaining walls) shall be closer to the street than the front corner of the house most distant from the street. Property perimeter fences constructed of wrought iron or other material where approved, by Association or Mutter, shall not exceed forty-eight inches in height and shall not

impede surface drainage. Privacy enclosures of open patios, swimming pools or garden courts where approved by Mutter may exceed forty-eight inches in height only if allowed and approved by Mutter or his designees.

#### SECTION 4

The ground floor area of any dwelling house, exclusive of one-story open porches and garages, shall not be less than 1,500 square feet for a one-story dwelling house; and not less than 1,400 square feet on ground floor for a dwelling house of more than one story; or for split level dwelling houses with a walkout area at ground level, the ground floor areas shall not be less than 1,400 square feet. All structures erected, placed, altered or permitted on any lot must have a minimum 6/12 pitch roof. If an attached garage is erected, placed altered or permitted on any structure, then said garage may not extend more than twelve (12) feet past the front exterior wall of the main or primary structure. The exterior of any structure erected, placed, altered or permitted on any lot must consist of at least fifty percent (50%) brick or rock on any wall or surface facing the street. (On a corner lot, the two street-facing walls of any structure.)

#### SECTION 5

No outbuildings or other structures (excluding residences) shall be larger than twenty percent (20%) of the square footage of the dwelling structure on said Lot. The size of any such outbuilding or other structure shall not exceed 24 feet by 30 feet. Further, the exterior of any such structure erected, placed, altered or permitted pursuant to this section must consist of at least fifty percent (50%) brick or rock on any wall or surface facing the street, and be similar in color and material to the existing materials used on the exterior of the dwelling structure on said lot. Roofing materials shall consist of architectural shingles only. No vinyl siding may be used on any structure. There shall be no substitution of the stated material requirements of this section unless prior approval of substitute materials is obtained from the Architectural Review Committee.

#### SECTION 6

If a specific lot is designated for sidewalks pursuant to the design guidelines and covenants herein, the construction or alteration of those sidewalks must conform to those guidelines and covenants, be constructed to connect to the sidewalk(s) already constructed by the Owner of any adjacent lot, and be completed before the residents move into the dwelling structures.

#### SECTION 7

No animals, reptiles, birds, rabbits, livestock, fowl, or poultry of any kind shall be kept, raised, or bred in any portion of the Property, except that a total of three indoor animals including dog, cat, bird, or other household animals per Lot may be kept as indoor domestic pets.

There shall be no structure maintained for and no such animal outside the dwelling unit on any Lot at any time. Any pet permitted hereunder shall not be allowed out of the dwelling unit situated upon a Lot unless it is in the custody of a responsible person and on a leash or properly fenced by invisible fencing appropriate to the pet. The pet shall not be chained or otherwise tied on shrubbery, flowers, or small trees and the Owner will pick up the pet's waste. The Owner will be responsible and will pay for any damage or destruction caused by the pet to any part of the Property, such responsibility and liability of the Owner to include the repair of damaged items to their former condition and/or replacement where necessary. The Owner agrees to put the pet out for board or otherwise remove the pet from the Lot if the pet is or becomes a nuisance or annoyance or interferes with the rights or enjoyment of the other Owners or because of any noises or smells emanating from the pet, or damage by the pet.

#### SECTION 8

No nuisance shall be maintained, allowed, or permitted on any part of the Property, and no use of any portion of the Property shall be made or permitted which may be noxious, offensive or detrimental to health.

#### SECTION 9

No Lot may be subdivided. Each lot and the Structures on the Lot shall be kept in good order and repair and free of rubbish and debris; lawns shall be seeded and mowed, shrubbery trimmed and painted exterior surfaces painted, all in a manner and with such frequency as is consistent with good property management.

#### SECTION 10

If an owner purchases a second lot adjacent to the original Lot, the subsequent Lot(s) must be incorporated into the first lot in such a manner as the subsequent property shall not be sold separately and must thereafter be sold or conveyed or transferred with the sale, conveyance or transfer of the original Lot. Further, the subsequent lot shall be required to use the entrance or street access granted to the original lot and shall not have a direct entrance from the street.

#### SECTION 11

No structure other than a dwelling house shall be used at any time as a residence, either temporarily or permanently. No boats, trailer, campers or recreational vehicles shall be regularly parked or stored on any street, or on any Lot except in a garage. No commercial vehicles shall be parked on any street or Lot longer than is reasonably necessary for the driver of the vehicle to perform the business functions to which the commercial vehicle relates. No accessory structure shall be visible from any street within the Development. Any mechanical work on vehicles or other equipment shall only be performed inside an Owners garage. No obstruction to visibility at street intersections shall be permitted.

**SECTION 12**

No advertising or display signs of any character shall be placed or maintained on any part of the Property or on any structure except with the written consent of Mutter except customary "For Rent" or "For Sale" signs, not larger than twenty-eight inches wide and twenty inches high, placed on or in front of a dwelling house by the owner.

**SECTION 13**

No outside television or radio antenna shall be erected, installed, or maintained on any Lot, or on any structures on the Lot, except that outside television or radio antennae not more than four feet in height shall be permitted on the roof or chimney of a dwelling house. No satellite dish, regardless of size, shall be permitted in the front yard of any Lot.

**SECTION 14**

No permanent exterior clothes dryer or clothesline shall be erected, installed or maintained on any Lot, or on any structure thereon. Only collapsible or retractable clothes dryers shall be used and they shall be collapsed or retracted when not in use and shall be placed in the rear yard behind the dwelling house.

**SECTION 15**

The front yard of each Lot shall be kept only as a lawn, including trees, flowers and shrubs. Landscaping shall include a minimum of two (2) trees or bushes in the front yard, to be completed before the residents move into a completed residence. No trees or shrubs shall be located on any Lot that blocks the view of operators of motor vehicles or otherwise create a traffic hazard.

**SECTION 16**

No streets may be built, constructed or located upon or through any lot without the prior written consent of Mutter or his designated agent.

**SECTION 17**

One flagpole shall be allowed on a lot or combination of lots owned by a single owner. Said flagpole shall properly display only the American Flag. Both the flagpole and flag shall be properly lighted and maintained at all times.

**SECTION 18**

No structure of any kind of what is commonly known as manufactured, factory built, modular, or mobile home type construction shall be erected anywhere on any Lot without the

prior written approval of the ARC. No tent or temporary structure shall be permitted on the Property unless their use, size, appearance and temporary location have first been approved by the ARC.

#### SECTION 19

The protective covenants, conditions, restrictions and other provisions of this Article shall apply not only to Owners, but also to any other person occupying a dwelling under lease from the owner or by permission or invitation of the owner or his tenants, express or implied, licensees, invitees, or guests. Failure of an Owner to notify any person of the existence of the covenants, conditions, restrictions, and other provisions of these Article shall not in any way act to limit or divest the right of the Association of enforcement of these provisions against the Owner of such person and, in addition, the Owner shall be responsible for any and all violations of these provisions by his tenants, delegates, licensees, invitees, or guests, and by guests, licensees and invitees of his tenants at any time. Any lease affecting a Lot shall be in writing and shall contain a provision requiring the tenants to comply in all respects with the terms of this Declaration, such statement to be in a form substantially similar to the following:  
Tenant agrees to comply with the Declaration of covenants, Conditions, and Restrictions of South Ridge Subdivision, which are recorded at the office of the Randolph County, Missouri Recorder.

#### SECTION 20

Completion of Construction: Any residential dwelling on a Lot must be completed within six (6) months from the date on which the concrete for the foundation or basement has been placed, unless a waiver is requested from and granted by Mutter or his designated agent. No garage or other building shall be constructed on any Lot until after commencement of construction of the dwelling house on the said Lot. The sidewalk and driveway to the dwelling must be completed within the same six-month period. All driveways must be made of asphalt or concrete from at least the street to the building envelope show on the Plat. In the event a structure or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time, not to exceed six (6) months after such incident, the owner thereof shall either commence to rebuild or repair the damaged structure or improvement in substantial compliance with the exterior specifications of the structure or improvement prior to such damage or destruction. The Owner shall diligently continue such rebuilding or repairing until completion or properly clear the damaged structure or improvement and restore or repair the dwelling and shall complete the construction within the allotted time period set forth in this section. Failure of an owner to comply with any provision of this section will result in a fine or special assessment of \$15.00 per day until completion.



**ARTICLE IX****ARCHITECTURAL REVIEW COMMITTEE****SECTION 1**

Mutter, at his sole discretion, may appoint an Architectural Review Committee. The Architectural Review Committee (ARC) shall mean those individuals assigned by Mutter to serve in the capacity described in this Article. The ARC shall have and exercise all of the powers, duties, and responsibilities set out in this instrument, and may, but shall not be required to, establish additional design guidelines and requirements for compliance with its authority, including the establishment of cost and fees reasonably related to the processing and evaluation of requests for ARC action. Such guidelines, requirements and fees may be amended, from time to time by a majority vote of the ARC.

**SECTION 2**

No improvements of any kind, including but not limited to dwelling houses, permitted outbuildings, swimming pools, driveways, parking areas, fences, walls, garages, antennae, flagpoles, curbs, walks, landscaping, irrigation, ditches, or structures shall ever be constructed or altered including any change in exterior color or materials), on any lands, within the Property, unless the complete architectural plans for such construction or alteration or landscaping are approved in writing by the ARC prior to the commencement of such work. No person shall have the right to rely on any verbal approval. In the event the ARC fails to take any action within ninety (90) days after complete architectural plans for such work have been submitted to it, then all of such architectural plans shall be deemed to be approved.

**SECTION 3**

Where circumstances, such as topography, location of property lines, location of trees and bushes, or other matters require, the ARC may grant reasonable variances to any of the covenants contained in this Declaration.

**SECTION 4**

The ARC shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the Property conform to the development standards and design criteria and other terms set forth in this Declaration, and that such conform to the natural surroundings and with existing structures as to external design, materials, color, siting, height, topography, grade, landscaping and finished ground elevation.

**SECTION 5**

Persons or associations who anticipate constructing improvements on lands within the Property, whether they already own lands in the Property or are contemplating the purchase of such land may submit preliminary sketches of such intended improvements to the ARC for informal and preliminary approval or disapproval, but the ARC shall never be finally committed or bound by a preliminary or informal approval or disapproval until such time as complete architectural plans are submitted and approved or disapproved in accordance with this Article.

**SECTION 6**

The ARC may disapprove any architectural plans submitted to it, which are not sufficient for it to exercise the judgment required of it by this Declaration.

**SECTION 7**

The ARC shall not be liable in damages to any person or association submitting any architectural plans for approval, or to any owner or owners of lands within the Property, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to architectural plans. Any person or association acquiring the title to any of the Property, or any person or association submitting plans to the ARC for approval, by so doing does agree and covenant that the or it will not bring any action or suit to recover damages against the ARC, its members as individuals, or its advisors, employees, or agents.

**ARTICLE X****GENERAL PROVISIONS****SECTION 1**

Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

**SECTION 2**

The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of seventy-five (75%) of the Lots stating that this Declaration shall expire at the end of the then current term. This Declaration may be amended during the first forty (40) year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots, and thereafter

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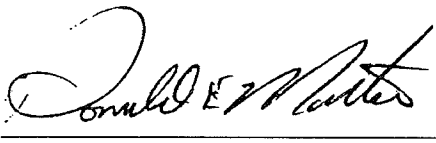
by an instrument signed by the owners of not less than seventy-five (75%) of the Lots. Any amendment must be recorded among the records of the jurisdiction referred to in the Recitals to this Declaration.

SECTION 3

Anything set forth in Section 2 of this Article to the contrary notwithstanding, Mutter shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, the unilateral right, power and authority of Mutter, may be exercised only if either Veterans' Administration or the federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part of the Property or any lots on the Property, for federally approved mortgage financing purposes under the Veteran's Administration of the Federal Housing Administration or similar programs. If agencies approve all of any portion of the Property or any Lots on the Property, for federally approved mortgage financing purposes any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

IN WITNESS WHEREOF, Mutter has caused this Declaration of Covenants, Conditions, Restrictions and Easements to be duly executed under due authority the date first above written.

Mutter South Ridge Properties, LLC

By:   
Donald E. Mutter, Member/Manager

STATE OF MISSOURI     )  
  ) SS.  
COUNTY OF RANDOLPH )

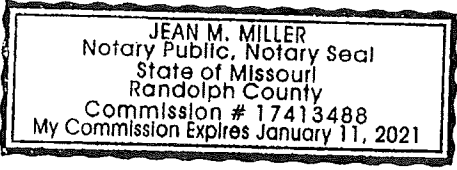
On this 1st day of August, 2018, before me, the undersigned on behalf of Mutter South Ridge Properties, LLC a notary public, in and for the state and county aforesaid, personally appeared Donald E. Mutter, to me personally known, who being by me first duly sworn, did state that he has read the forgoing instrument, that the facts and statements stated in the forging instrument are true and correct to their best information, knowledge and belief, that he has executed the forging document on behalf of Mutter South Ridge Properties, LLC,

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and he has done so as his free act and deed, and that he has authority to so act on behalf of Mutter South Ridge Properties, LLC.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at Moberly, MO, on the day and year hereinabove first written.

My commission expires on 1-11-2021.



Jean M. Miller  
 Jean M. Miller Notary Public

EXHIBIT 1

## SOUTH RIDGE PLAT I

A tract of land in the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 13, Township 53 North, Range 14 West and the West part of the South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 18, Township 53 North, Range 13 West, Moberly, Randolph County, Missouri, being part of that tract described by the deed recorded in Book 757, Page 700 of the Randolph County Missouri records and being more particularly described as follows:

From the point of beginning, being the East  $\frac{1}{4}$  corner of Section 13, Township 53 North, Range 14 West, thence North 89 degrees, 12 minutes, 25 seconds West along the  $\frac{1}{4}$  section line, 682.26 feet to the West line of the East half of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  shown as the East boundary of Deer Creek Subdivision Plat 1; Thence North 2 degrees 3 minutes 50 seconds East, along said Deer Creek Plat 1 and its extension, 619.74 Feet; thence South 87 degrees 42 minutes and 40 seconds East 168.77 feet; thence North 32 degrees 17 minutes and 00 seconds East 175.06 feet; thence North 52 degrees 11 minutes 15 seconds East 69.06 feet; thence North 15 degrees 02 minutes 15 seconds East 132.07 feet; thence South 52 degrees 28 minutes 15 seconds East 187.69 feet; thence South 47 degrees 53 minutes 05 seconds East 164.46 feet; thence North 39 degrees 56 minutes 10 seconds East 70.56 feet; thence South 56 degrees 22 minutes 45 seconds East 343.41 feet; thence South 37 degrees 26 minutes 45 seconds East 165.90 feet; thence South 13 degrees 48 minutes 05 seconds East 190.78 feet; thence South 32 degrees 49 minutes 15 seconds West 391.02 feet to a point on the East-West  $\frac{1}{4}$  section line in Section 18-53-13; Thence North 88 degrees 07 minutes 55 seconds West, along  $\frac{1}{4}$  section line, 229.72 feet to a point on the range line between Range 13 West and Range 14 West; thence North 1 degree 54 minutes 30 seconds East, along the range line, 58.87 feet to the point of beginning and containing 17.47 acres.

