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**RECORDER OF DEEDS**

**WARREN COUNTY, MO**

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**Title: AMENDED AND RESTATED INDENTURE OF TRUST AND RESTRICTIONS FOR  
HARMONY HILLS ESTATES WARREN COUNTY, MISSOURI**

**Date: July 11, 2025**

**Grantors: CMS Homes, LLC  
Address: 111 N. Lincoln Drive  
Troy, MO 63379**

**Grantee: Harmony Hills Estates Property Owners Association  
Address: 111 N. Lincoln Drive  
Troy, MO 63379**

**Legal Description: See the attached Exhibit A, incorporated herein by reference.**

**Reference Documents: Document No. 202403661 recorded on July 19, 2024  
Document No. 202400334 recorded on Slides F-113 and F114**

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

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**AMENDED AND RESTATED INDENTURE OF TRUST AND RESTRICTIONS  
FOR HARMONY HILLS ESTATES  
WARREN COUNTY, MISSOURI**

THIS AMENDED AND RESTATED INDENTURE OF TRUST AND RESTRICTIONS FOR HARMONY HILLS ESTATES WARREN COUNTY, MISSOURI (this “Amended and Restated Indenture”) amends and restates in its entirety that certain Indenture of Trust and Restrictions for Harmony Hills Estates, Warren County, Missouri recorded as Document No. 202403661 recorded on July 19, 2024 (the “Original Indenture”) in the Office of the Warren County, Missouri Recorder of Deeds, and upon the execution and recording of this Amended and Restated Indenture of Trust and Restrictions for Harmony Hills Estates, the Original Indenture is superseded and replaced.

**RECITALS**

WHEREAS, Harmony Hills Estates is a single-family residential subdivision located in Warren County, Missouri (the “Community”), legally described on Exhibit A attached hereto and incorporated herein, and depicted in Plat Book 14, page 370 in the Office of the Warren County, Missouri Recorder of Deeds;

WHEREAS, the first party named in the Original Indenture, DJ Land, LLC, is the developer of the Community; and

WHEREAS, Article IV, Section 2 of the Original Indenture provides for the Trustees of the Community to be elected by Owners after all of the Lots within the Community have been sold or conveyed for residential use; and

WHEREAS, Article XI, Section 4 of the Original Indenture grants DJ Land, LLC the authority to amend, modify, or change the Original Indenture until all of the Lots in the Community have been sold and conveyed for residential use; and

WHEREAS, DJ Land, LLC has not yet sold and conveyed all of the Lots in the Community for residential use; and

WHEREAS, DJ Land, LLC desires to amend and restate the Original Indenture by hereby terminating the Original Indenture and replacing it with the terms of this Amended and Restated Indenture, fully releasing the Community and all of the property therein from the force and effect of the Original Indenture, and subjecting the Community and all of the property therein to the provisions of this Amended and Restated Indenture.

NOW, THEREFORE, this Amended and Restated Indenture does hereby amend and restate the Original Indenture by replacing the Original Indenture and all of the amendments thereto with the terms of this Amended and Restated Indenture, terminating the Original Indenture and releasing the Community from the force and effect thereof, and declaring that the Community and any and all parts thereof shall be held, sold, conveyed, occupied, and developed subject to the following reservations, limitations, easements, covenants, conditions, restrictions, charges, and



liens which are for the purpose of protecting the value and desirability of the property within the Community, and which shall run with the land and be binding on all parties having any right, title, or interest in and to the Community, the property therein, or any part thereof, their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each Owner thereof.

## **ARTICLE I**

### **DEFINITION OF TERMS**

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

1.1 **“Affiliate”** means as to any individual, corporation, partnership, limited liability company, trust, unincorporated association, business, or other legal entity (a “Person”), and with respect to any Person (the “Specified Person”) any other Person (1) who directly or indirectly, controls or is controlled by, or is under common control with such Specified Person; (2) who directly or indirectly beneficially owns or controls ten percent (10%) or more of the beneficial ownership (voting stock, general partnership interests, membership interests or otherwise) of such Specified Person; (3) ten percent (10%) or more of the beneficial ownership (voting stock, general partnership interests, membership interests or otherwise) of whom is owned, directly or indirectly, by the Specified Person; (4) who is an officer, director, partner, member, or trustee of the Specified Person; or (5) in whom the Specified Person is an officer, director, partner, member, or trustee. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, through the ownership of voting securities, partnership interests, membership interests or otherwise, by contract or otherwise.

1.2. **“Association”** shall mean and refer to Harmony Hills Estates Property Owners Association, a Missouri Chapter 355 Non Profit Corporation, its successors and assigns.

1.3 **“Builder”** shall mean and refer to any builder who purchases a Lot from the Declarant for purposes of building a residence thereon.

1.4. **“Common Ground” or “Common Property”** (or the plural of any thereof) shall mean and refer to any areas of land within the Community which are now or hereafter conveyed to the Association, together with the improvements thereon, which are intended to be devoted to the common use and enjoyment of all Owners, including, without limitation, private storm water facilities, pipes, structures, detention and retention facilities, paths, and improvements not accepted for public maintenance by the County or any other governmental or quasi-governmental entity. Such Common Properties shall include, by way of example and not by way of limitation, any area identified as “Harmony Hills Drive”, and all roundings located at street intersections, all as shown in that certain plat for Harmony Hills Estates (the “Plat”) recorded as Document No. 202400334 recorded on Slides F-113 and F114 in the Office of the Warren County, Missouri Recorder of Deeds, along with an area extending a width of fifteen feet from the edge of all such roadways over and across for the Lots abutting such roadways for the purposes of landscaping and drainage, and all other area described on the Plat as “Common Ground” or “Common Property” “Common Ground” or “Common Area”.



1.5. **"Community Advisory Committee"** shall have the meaning set forth in Article VI hereof.

1.6. **"Consumer Price Index"** shall mean and refer to the Consumer Price Index For All Urban Consumers, All Items, St. Louis, Missouri (1982-84=100) published by the Bureau of Labor Statistics, United States Department of Labor.

1.7. **"Developer"** shall mean and refer to DJ Land LLC, a Missouri limited liability company, CMS Homes LLC, a Missouri limited liability company, and each of their respective Affiliates, successors and assigns if such Affiliates, successors or assigns acquire or succeed to ownership of all Lots which have not been improved with a single family residential dwelling thereon to residential homebuilder, person or entity to whom if Developer expressly assigns its "Developer Rights" hereunder in a deed or other written instrument signed by the Developer and recorded in the Office of the Recorder of Deeds of Warren County, Missouri.

1.8. **"Indenture" or "Amended and Restated Indenture"** shall mean and refer to this Amended and Restated Indenture of Trust and Restrictions for Harmony Hills Estates, Warren County, Missouri, it may be amended from time to time.

1.9. **"Lot"** shall mean and refer to any plot of land, with the exception of Common Ground shown on the recorded subdivision plat of the Property.

1.10. **"Member"** shall mean the Owner(s) of a Lot which is subject to assessment.

1.11. **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers but excluding those having such interests as security for the performance of an obligation and excluding the Developer.

1.12. **"Property"** shall mean and refer to the real property described on Exhibit A attached hereto and incorporated herein by reference.

1.13. **"Septic System"** shall mean and refer to an underground wastewater treatment and collection system, which may include septic tanks, filtrate systems and absorption fields for the treatment and disposal of household wastewater located upon any Lot in the Community.

1.14. **"Trustees", "Board of Trustees", or "Board"** shall mean and refer to the Board of Trustees of the Association and their successors and assigns as appointed or elected in accordance with the provisions of Article V hereof.

## **ARTICLE II**

### **DURATION OF TRUST**

The Indenture of Trust herein created shall continue until such time as the Plat of the Property may be vacated by Warren County, Missouri, or its successors, after which period of time fee simple title to the Common Property shall vest in the then record Owners of all Lots constituting a part of the Property as tenants in common. The rights of said tenants in common



shall only be appurtenant to and in conjunction with their ownership of Lots in said Plat, and the conveyance or change of ownership of any Lot shall carry with it ownership in Common Property so that none of the Owners of Lots and none of the Owners of Lots and none of the owners of Common Property shall have such rights of ownership as to permit them to convey their interest in the Common Property except as is incident to the ownership of a Lot, and any sale of any Lot shall carry with it without specifically mentioning it all the incidents of ownership of the Common Property; provide, however, that all of the rights, powers and authority conferred upon the Trustees shall continue to be possessed by the Trustees.

### **ARTICLE III** **RESERVATION OF EXPENDITURES**

Developer reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided for sewers, gas pipes, water pipes, conduits, poles, wires, streetlights, roads, streets, recording fees, subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the Property.

### **ARTICLE IV** **VOTING AND MEETINGS OF LOT OWNERS**

4.1. Members. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

4.2. Meetings of Owners. Meetings of Owners shall be held at a location within the Community or at such other place within Warren County, Missouri, as may be specified in the written notice of the meeting. The first annual meeting of the Owners shall be called by the Original Trustees (defined in Section 5.1 herein) as described in Section 5.2 herein, and thereafter the annual meeting of the Owners shall be held on the same day of each year on the anniversary date of the first annual meeting called by the Trustees at the same hour or at such other date or hour specified in the written notice of such meeting. Special meetings of the Owners may be called by the President of the Association, a majority of the Trustees, or by Owners having at least one-half (1/2) of the votes in the Association. Written notice of the place, day and time of the annual meeting and all special meetings shall be delivered not less than ten (10) days or more than sixty (60) days before such meetings to all Owners and Trustees, if such Trustees are not Owners and to those institutional holders of a first mortgage or first deed of trust on any Lot that have requested such notice by written notification to the Trustees. If sent by mail, notice shall be deemed delivered when deposited in the United States mail, which mailing shall be by first class or registered mail with postage thereon prepaid, addressed to the person or entity entitled to notice at his or her last known address. If notice be given by e-mail, such e-mail shall include a request of a delivery receipt, and such notice shall be deemed to be delivered when such delivery receipt is received by the sender. Any Owner or holder of a first mortgage or first deed of trust shall have the right to designate a representative to attend all annual and special meetings. If sent by mail, notice shall be deemed delivered when deposited in the United States mail, with postage thereon prepaid, addressed to the person or entity entitled to notice at his or her last known address.



4.3 Voting by Members. Pursuant to The Nonprofit Corporation Law of the State of Missouri, after fixing a date for a notice of annual meeting, the Board of Trustees shall prepare an alphabetical list of the names of all its Owners who are entitled to vote at the annual meeting, including the address and number of votes each Owner is entitled to vote at the meeting. Such list shall be made available at the Association's registered office or, at a reasonable place identified in the meeting notice, for inspection by any Owner, beginning two (2) business days after notice of the annual meeting is provided and such list shall be made available during the meeting and any periods of adjournment. All Owners, including Developer, with respect to unsold Lots, shall be entitled to one (1) vote in the Association for each Lot owned by such Owner and in no event shall more than one (1) vote in the Association be cast with respect to any Lot. If any Lot is jointly owned by more than one person, the joint Owners will designate only one (1) owner, to cast only one (1) for that jointly owned Lot.

4.4 Quorum. A quorum of Owners for any meeting shall consist of Owners having fifty-one percent (51%) of the votes in the Association, whether present in person or by written proxy submitted to the Trustees at or before the meeting. Unless otherwise provided herein, the decision of a majority of a quorum shall be valid as the act of the Association. If a quorum is not present at any meeting, another meeting shall be called as provided above, and business may be conducted at said second meeting if Owners holding twenty-five percent (25%) of the Owners attend in person or by proxy.

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

4.6 Actions Without a Meeting. Actions may be approved if the action is approved by Members holding a majority of the voting power, provided the voting on and approval of such action is done in accordance with the terms of Section 5.3 herein regarding voting by mail or electronic means. Such written consents shall be filed by the Secretary with the minutes of the proceedings of the Members and shall have the same force and effect as a vote at a meeting duly held. Written notice of such Member approval shall be given to all Members who have not signed a written consent. If written notice is required because consents have not been received from all of the Members, such Member approval shall be effective ten (10) days after such written notice is given.

## **ARTICLE V**

### **DESIGNATION AND SELECTION OF TRUSTEES, AND TRUSTEES' DUTIES AND POWERS**

5.1 Original Trustees. The Original Trustees shall be Dale Black, Jeffrey Sheets, and Dan Dwyer (the "Original Trustees") who shall serve in such capacity until their successors are elected or appointed as hereinafter provided. Should an Original Trustee or a successor Trustee appointed by Developer resign refuse to act, become disabled or die, Developer shall have the



power to appoint, by duly written, recorded instrument, a successor Trustee.

5.2. Election of Trustees. At such time as all of the Lots to be developed in the Community have been sold and conveyed for residential use, then within ninety (90) days of such date (or at such earlier time as Developer may elect) the Original Trustees shall call the first annual meeting of the Association at which time the Trustees appointed by the Developer shall resign, and the then Owners shall elect three (3) successor Trustees, one (1) of which shall be elected to serve for one (1) year, one (1) of which shall be elected to serve for two (2) years, and one (1) of which shall be elected to serve for three (3) years from the date of election. Thereafter, all Trustees shall be elected for terms of three (3) years each.

5.3. Manner of Conducting Elections. Notwithstanding any provision of this Indenture to the contrary, elections of persons to the Board of Trustees or the approval of any matter by the Owners may be conducted: (i) by mail, (ii) electronically, if the Association has established a secure website and procedures for verifying the identity of the voter or other method that ensures against multiple voting by one Owner or fraudulent voting, (iii) at a virtual meeting on a portal to which all Owners are given access and notice of such portal address, date, and time of meeting is provided in advance as provided herein, or (iv) in-person and virtual, provided the notice procedures and requirements for both virtual and in-person meetings as set forth above are followed. In order to conduct an election or to vote upon any matter requiring Owner approval by mail, electronically, or at a virtual meeting, the Board of Trustees shall send a notice to each Owner of a Lot by: (i) first class mail, addressed to the address of the Lot then on file with the Association, notifying the Lot Owner of the election, names of nominees, and voting procedure, or (ii) electronically, provided (a) the Association has established a secure website and procedures for verifying the identity of the voter or other method that ensures against multiple voting by one Lot Owner or fraudulent voting and (b) the notice may only be sent by electronic means if either (1) the affected Lot Owner has agreed in writing to accept notice by electronic means; and (2) the Association is continuing to allow voting by proxy voting. In the case of the election of Trustees, the notice shall specify that nominations will be received for a period of three (3) weeks from the date set forth on the notice. Any Owner wishing to submit a nomination of an individual shall notify the Board of Trustees in writing of the name of the nominee; the nominee shall consent to such nomination in writing on the letter containing such nomination or, if submitted electronically and the aforesaid conditions for electronic voting have been established, consent by sending a separate e mail or written consent to the Board. After receiving nominations, or for each action, proposal, or amendment to be voted upon, the Board of Trustees shall prepare a ballot (i) containing the names of all nominations validly submitted to the Board of Trustees in accordance with the requirements hereof within the time limit established in the notice in the case of a Board of Trustees election, or (ii) in the case of an action, proposal or amendment setting forth the action, proposal or amendment for which approval is being sought with the statement: "If you approve of the action, proposal or amendment, then mark the enclosed ballot 'yes' but if you disapprove of the foregoing action, proposal or amendment, then mark the enclosed ballot 'no'." The mailed ballot shall have typed upon it the address of the Board of Trustees to which the ballot must be returned and the date by which the ballot must be received by the Board of Trustees in order to constitute a valid vote. The date by which ballots must be received shall be such date as the Board of Trustees, in its sole discretion, selects, provided, in no event shall such date be sooner than ten (10) days or later than twenty (20) days after the mailing or e mailing of the ballots to the Owner(s).



The Board of Trustees shall send one ballot for each Lot to the Owner(s) of such Lot, addressed to the address of the Owner(s) then on file with the Association. If ballots are sent by first class mail, the Board shall send with each ballot an envelope, upon the outside of which is typed the name of the Owner(s) to whom the ballot is sent. After voting for the nominees, action, proposal, or amendment by marking the ballot, the Owner shall place the ballot within the envelope accompanying the ballot and shall sign the outside of the envelope next to the typewritten name of the Owner(s) if such ballot is being returned by mail. This envelope must then be placed in an envelope addressed to the Board of Trustees at the address set forth on the ballot and be personally delivered to such address or delivered to such address after being deposited in the United States Mail, postage prepaid, within the required time limit. If the ballot is sent electronically or voting is to be conducted electronically, the Board shall have created a secure website and establish procedures to verify the identity of the voter or other method that ensures against multiple voting by one Owner or fraudulent voting and the Owner who is voting electronically must have agreed in writing to vote by electronic means. If the meeting is entirely virtual or a combination of virtual and in person, each item to be voted upon by the Owners shall be separately considered and voted upon. Ballots that are mailed in advance of such virtual meeting, and votes held by any proxy, shall be included in the votes counted at such meeting, along with those Owners that vote at the virtual meeting itself. The Association shall continue to allow voting by proxy voting. All written ballots received within the required time limit, properly marked, and sealed within the accompanying signed envelopes or, if cast electronically through the aforesaid procedures within the required time limit, shall be counted by the Board and results shall be announced to the Owner(s) by the Board mailing notice within seven (7) days after the deadline for receiving the ballots. The Board shall announce the results by either mailing notice to all Owners at the addresses of the Owner then on file with the Board or, for each Owner who has agreed to electronic notice, by sending the election results to such e mail address as the Board may have on file for each such Owner. If any Owner of a Lot who is not a Developer is a corporation, partnership, or trust, then any partner, officer, director, employee or agent of such corporation or partnership or trustee of such trust may exercise such Owner's vote as provided in their governing documents.

5.4. Qualification of Trustees. Except for Trustees appointed or designated by a Developer, Any Trustee elected under the provisions of this Article V, shall be an Owner in the Community. If any Owner is a corporation, partnership, or trust, then any partner, officer, director, employee or agent of such corporation or partnership or trustee of such trust may be a Trustee. If such Trustee sells his or her Lot or resigns, refuses to act, becomes disabled or dies, the remaining Trustees shall appoint an Owner to act as the successor for the unexpired portion of the term of the Trustee no longer acting.

5.5 Meetings of Trustees. An annual meeting of the Trustees shall be held immediately following the annual meeting of Owners and at the same place. Special meetings of the Trustees shall be held upon call by a majority of the Trustees on not less than two (2) business days' notice in writing to each Trustee, delivered personally, or by e-mail, or by mail or telegram. Any Trustee may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board of Trustees without a meeting. The presence of a majority of the whole Board of Trustees shall be requisite for, and shall constitute a quorum for, the transaction of business at all meetings of the Board of Trustees. The act of a majority of the Trustees present at a meeting at which a quorum is present shall be valid as the act of the Board of Trustees, except in



those specific instances in which a greater number may be required by The Nonprofit Corporation Law of the State of Missouri, the Articles of Incorporation of the Association, or this Indenture. Notwithstanding, the foregoing, so long as one or more Trustees appointed by the Developer or by a Builder remains on the Board of Trustees, the presence of at least one Developer-appointed or Builder-appointed Trustee shall be required for the transaction of business. In the absence of a quorum, a majority of the Trustees present at a meeting, or the Trustee, if there be only one (1) present, may successively adjourn or continue the meeting from time to time, not to exceed thirty (30) days in the aggregate, until a quorum is obtained, and no notice other than an announcement at the meeting need be given of such adjournment.

5.6. Removal of Trustees. Except for the Trustees appointed by Developer, any Trustee may be removed from office by Owners having two-thirds (2/3) of the votes in the Association.

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

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

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

5.9.1. Acquisition of Common Property. To acquire, receive, hold, convey, dispose of and administer the Common Property in trust and in accordance with and pursuant to the provisions of this Indenture, and to otherwise deal with the Common Property as hereinafter set forth. Without limiting the generality of the foregoing, during the period in which Developer retains the right under Section 12.3 of this Indenture to amend this Indenture, upon request of Developer, the Trustees shall cooperate with Developer in its development of the Community, and, to facilitate such development, shall have the right, in their discretion, to adjust and reconfigure the Common Property and to convey and exchange portions thereof to and from the owners of adjoining Lots;

5.9.2. Control of Common Property. To exercise such control over the easements, streets and roads, sidewalks (except for those easements, streets and roads and sidewalks which are now or may hereafter be dedicated to public bodies or agencies), entrances and entrance markers,



retaining walls, lights, gates, park areas: cul-de-sac islands, medians, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities constituting Common Property as may be shown on the record Plat of the Community, as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets and roads, etc., by the necessary public utilities and others, including the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sidewalks, sewers, pipes, poles, wires and other facilities and public utilities for services to the Lots, and the right to establish traffic rules and regulations for the usage of driveways, streets and parking lots in the Property.

5.9.3. Maintenance of Common Property. To exercise control over the Common Property and easements for the exclusive use and benefit of residents of the Community, and to pay real estate taxes and assessments on said Common Property out of the General Assessment hereinafter authorized; to maintain and improve the Common Property with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures, and any and all other types of facilities in the interest of health, welfare, safety, morals, recreation, entertainment, education, and general use of the Owners and residents in the Community, all in conformity with applicable laws; and to prescribe by reasonable rules and regulations the terms and conditions of the use of Common Property, all for the benefit and use of the Owners and residents in the Community and according to the discretion of the Trustees.

5.9.4. Dedication. Dedicate any private streets, drives, walkways or rights-of-way, or portions thereof to appropriate agencies and to vacate or abandon easements in accordance with applicable legal procedures;

5.9.5. Easements. To Grant easements and rights-of-way over the Common Ground to such utility companies or public agencies or others as the Trustees shall deem necessary or appropriate and to make rules and regulations, not inconsistent with the law and this Indenture, for the use and operation of the Common Ground and in every and all respects governing the operation, funding, and usage thereof. In the event it shall become necessary for a public agency to acquire all or any part of the property within the Community, negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose, provided that in such event any proceeds received shall be held in trust for the benefit of those entitled to the use of the Common Ground, roads and/or easements within the Community;

5.9.6. Enforcement. To prevent, as Trustees of an express trust, any infringement and to compel the performance of any restriction set out in this Indenture or established by law, and also any rules and regulations issued by said Trustees governing the use of the Common Property or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any Owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

5.9.7. Vacant and Neglected Lots. To clean up rubbish and debris and remove grass and weeds from and to trim, cut back, remove, replace, and maintain trees, shrubbery and flowers upon any vacant and neglected Lots or parcels of land in the Property, and the Owners thereof may be charged with the reasonable expenses so incurred; provided no Lots owned by Developer shall be



deemed "vacant and abandoned." The Trustees, their agents, or employees, shall not be deemed guilty or liable for any manners of trespass or any other act or any injury, abatement, removal, or planting.

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

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

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

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

5.9.12. Records. The Trustees shall cause to be kept reasonably detailed and accurate records in chronological order of all meetings and all records pertaining to Community matters, including budgets and financial records as may be required by Chapter 355 R.S.Mo. and the County Code. Such records, unless related to personnel matters, legal actions, causes of action, litigation, or otherwise protected by attorney-client privilege or work product shall kept for the longer of: (i) three (3) years or (ii) for such period of time as required by Chapter 355 R.S.Mo. Such records shall be made available for examination by Owners, and by the holders of a first mortgage or first deed of trust on any Lot, at convenient hours on weekdays, subject to such rules as the Association may establish from time to time.

5.9.13. Insurance and Indemnification. To purchase and maintain in force such insurance as they may deem appropriate, including, but not limited to, property insurance and liability insurance protecting the Trustees and the Owners from any and all claims for personal injuries and property damage arising from use of the Common Property and facilities. Each Trustee or officer, or former Trustee or officer, of the Association and such Trustee or officer's heirs, personal representatives and assigns, shall be indemnified by the Association from and against any and all



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

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

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

## **ARTICLE VI** **COMMUNITY ADVISORY COMMITTEE**

The Trustees may, at their sole discretion, appoint up to three (3) Lot Owners to serve on the Community Advisory Committee. The purpose of the Community Advisory Committee will be to advise the Trustees on matters related to the Community and this Indenture and assist Trustees in administrative activities as delegated by Trustees. Trustees shall not be bound to adopt any recommendation of the Community Advisory Committee but shall give "Good Faith" consideration to recommendations.

## **ARTICLE VII** **ARCHITECTURAL AND ENVIRONMENTAL CONTROL**

7.1. Architectural Approval. From and after such time as a Lot becomes subject to assessment as provided in Article IX of this Indenture, no building, fence, wall, driveway, deck, patio, patio enclosure, screened porch or other structure, chicken coop or other chicken fencing and/or enclosures, swimming pool, tennis courts, or improvement shall be commenced, erected or



maintained on such Lot, nor shall any exterior addition to, removal of all or any part thereof, or exterior change or alteration (structural or nonstructural) in any improvement on such Lot be made, apparatus or device be attached to or the color or other exterior appearance of any structure upon any such Lot be changed nor shall any grade or slope of any Lot be changed until the plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location and configuration of the same shall have been submitted to and approved in writing by the Trustees. In the event the Trustees fail to approve or disapprove any design, materials, colors, or location within sixty (60) days after all required plans and specifications have been submitted, the application will be deemed denied. The Trustees are authorized where they deem appropriate to charge a review fee for any submission to defray the costs of reviews they conduct or authorize. All decisions rendered by the Trustees will be deemed final. The restrictions of this Article VII shall not apply to the Developer.

7.2. Tree Removal. No tree with a six inch (6") or greater caliper be removed from the Lot without prior written consent from the Trustees. Prior to removal of any trees for construction of any pool, fencing, detached buildings, chicken coops, storage sheds, barns or other structures (each, an "Accessory Structure") Owners shall submit to the Trustees construction plans and specifications for any proposed Accessory Structure, which plans and specifications shall identify the proposed location for Accessory Structure and identifying the area of trees to be removed. In the event the Trustees fail to approve or disapprove within sixty (60) days after all required plans and specifications have been submitted (and fees, if required, have been paid), the application will be deemed denied. The Trustees are authorized where they deem appropriate to charge a review fee for any submission to defray the costs of reviews they conduct or authorize.

7.3. Architectural Restrictions. Without limiting any other provision of this Indenture or diminishing the authority of the Trustees under Article V of this Indenture, the following restrictions shall apply to all Lots within the Community:

7.3.1 All dwelling structures erected on any lot shall have the minimum square footage listed, exclusive of any garage area, and must have enclosed solid foundations, to wit:

(a) Residences of the design commonly referred to or known as one story dwelling, a split-level dwelling, or a split foyer dwelling, shall have first floor area, exclusive of that portion encompassed within an attached garage, of not less than One Thousand Six Hundred (1,600) square feet.

(b) Residences of the design commonly referred to or known as one and half story dwelling (except dwellings of the design commonly referred to or known as split level dwelling, or a split foyer dwelling), shall have first floor area, exclusive of that portion encompassed within an attached garage, of not less than One Thousand Four Hundred (1,400) square feet and total floor area of not less than Two Thousand (2,000) square feet.

(c) Residences of the design commonly referred to or known as two story dwelling (except dwellings of the design commonly referred to or known as split level dwelling, or a split foyer dwelling), shall have first floor area, exclusive of that portion



encompassed within an attached garage, of not less than One Thousand Two Hundred (1,200) square feet and total floor area of not less than Two Thousand Four Hundred (2,400) square feet.

7.3.2 No fence, hedge or mass planting shall be erected, place or altered on any Lot nearer to any street than the minimum building setback line without the approval of the Trustees and appropriate governmental authorities.

7.3.3 No fence may be erected on any Lot that borders Common Ground without the approval of the Trustees.

7.3.4 No Lot Owner shall change the appearance of any improvements within or upon the Common Ground.

7.3.5 No addition, alteration or improvement to the Lots or Common Ground shall, without the prior approval of the Trustees, cause any increase in the premiums of any insurance policies carried by the Trustees or by the Owners of any Lots other than those affected by such change.

7.3.6 All dwelling structures must have at least a two (2) car attached garage.

7.3.7 Garages may be front entry or side entry. Front entry garages must have garage doors with windows and must be either raised panel, carriage style or other styles as approved by Trustees.

7.3.8 No separate detached buildings, storage sheds, barns or other structures are to be placed on any Lot within the Community without there already being a main dwelling structure or without prior written consent of the Trustees. All separate detached buildings, storage sheds, barns or other structures shall not be larger than 2,000 square feet and must be built upon a continuous concrete foundation and must use of similar exterior materials and colors of the main dwelling structure. All detached buildings, storage sheds, barns or other structures must have minimum 12" eave width (overhang). All specifications of material, plans, site plans and colors must first receive approval from the Trustees. Detached buildings, storage sheds, barns or other structures shall be located behind the main dwelling structure and located no nearer than twenty feet (20') from any side lot line. Detached buildings that are constructed on lots that have subdivision road frontage on more than one side shall be constructed no nearer the subdivision road (side road) than the main dwelling.

7.3.9 Room, garage, or other additions to the improvements on any Lot must be of similar materials and siding color as the main structure, and all specifications of material, plans and colors must first receive approval from the Trustees.

7.3.10 All propane tanks must be kept behind the home and out of site or behind a privacy fence or obscured by landscaping.

## **ARTICLE VIII**



## **DRAINAGE FACILITIES**

8.1. Trustees' Responsibility - Common Property. The Trustees shall be responsible for the maintenance, repair, and replacement of storm sewers, if any, or other drainage facilities located on and servicing any Common Property or improvements thereon in the Property.

8.2. All Lot Owners shall provide and maintain, at their own expense, private road entrances (commonly known as driveways) to their respective tracts; such private entrances shall be constructed so as not to obstruct the side or cross drainage of the roadway. Except as were waived in writing by the Trustees, there shall be placed in all driveways to the proper grade and depth a pipe culvert of at least twelve (12) inches in diameter, made of corrugated galvanized metal, Polypropylene, or standard strength concrete pipe. Should Trustees grant such waiver, and at a later date determine that driveway is in fact obstructing the side or cross drainage of the roadway, Trustees may require lot owner to install such pipe culvert as described above. Such driveways shall be concrete pavement a minimum distance of Thirty-Seven (37) feet from attached garage entry and of easy grade, coinciding with the connecting roadway. All driveways must connect to a subdivision street.

## **ARTICLE IX** **ASSESSMENTS**

9.1. Creation of the Subdivision Lien. Except as otherwise provided herein, each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments and charges ("General Assessments"); (2) special assessments ("Special Assessments") for capital improvements; and (3) assessments for the inspection of Septic Systems ("Septic System Assessments") as further described in Article XI herein, such assessments to be established and collected as hereinafter provided (General Assessments, Special Assessments and Septic System Assessments may be referred to herein individually as an "Assessment", or collectively as the "Assessments"). The Assessments together with interest, costs, and attorneys' fees, shall be a charge on each Lot and improvements thereon and shall be, upon levying of the same, a continuing lien upon the Lot against which the Assessment is made. Each such Assessment, together with interest, costs, and attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time that notice of the Assessment was issued. Notwithstanding the foregoing, no Assessments shall be charged against Lots owned by Developer or any Builder during their period of ownership and no Builder or Developer shall have any obligation to pay Assessments or relating to Lots owned by such Builder or Developer at any time.

9.2. Purpose. The assessments levied under this Article IX shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Community and in particular for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized, and for the acquisition, improvement, maintenance and operation of the Common Property and all facilities thereon and easements herein or on the Plat(s) of the Property established, including, but not limited to, the payment of taxes and insurance thereon, and repair, maintenance, replacements and additions thereto, and for the cost of



labor, equipment, materials, management and supervision thereof, and for such other needs as may arise.

9.3. Annual Assessments. The maximum annual assessment shall, until increased as herein authorized, be Six Hundred and 00/100 Dollars (\$600.00) per Lot; provided, however, that the Trustees may increase such assessment for any assessment year by an amount which is equal to the increase in the Consumer Price Index as indicated by the last available index published prior to the assessment year over the corresponding last available index published prior to commencement of the first assessment year hereunder. If such index be discontinued, the Trustees shall utilize a successor index, determined by the Trustees in their sole judgment, to be most similar to the discontinued index. The Trustees may, after consideration of current maintenance costs and future costs and needs, fix the actual assessment for any year at a lesser amount. The Trustees may change the basis and maximum of assessments provided for herein upon the approval of a majority of the Trustees and the assent of a majority of the Owners voting in person or by proxy at a Association meeting and by a vote in accordance with the voting procedures set forth herein. Each annual assessment shall be levied prior to or during the year for which it is levied, notice thereof being given by first class mail addressed to the last known or usual post office address of each Owner and deposited in the United States mail with postage prepaid, or by posting of a notice of the assessment upon the Lot against which it applies. Each annual assessment shall be due on the date which is thirty (30) days after such mailing or posting and shall become delinquent if not paid within thirty (30) days following such due date.

9.4. Special Assessments. If at any time the Trustees consider it necessary to make any expenditure requiring an assessment additional to the annual assessment, the Trustees may levy a Special Assessment; provided, however, that the lien of any such Special Assessment shall be junior to and subordinate to the lien of any deed of trust imposed within four (4) years of the date of this Indenture upon any property affected by such assessment if the holder of such deed of trust be a duly qualified savings and loan association, bank, insurance company, retirement or pension fund, otherwise the lien of such assessment to be senior to that of any encumbrance recorded after the date of this Indenture. The limit of the annual assessments for general purposes set forth in Section 9.3 hereof shall not apply to any assessment made under the provisions of this Section 9.4. Notice of any Special Assessment hereunder shall be given in the same manner as notices of annual assessments are given, with such assessment becoming delinquent thirty (30) days after the date of such notice.

9.5. Capitalization. Upon acquisition of record title to a Lot by the first Owner thereof for occupancy as a residence other than Developer, a contribution shall be made by or on behalf of such Owner to the working capital of the Community in an amount of Six Hundred and 00/100 Dollars (\$600.00). This amount shall be in addition to, not in lieu of, the annual assessment, and shall not be considered an advance payment of such assessment. Notwithstanding any provision of this Indenture to the contrary, the working capital contributed under this Section 9.5. shall first be used to reimburse Developer for any sums advanced to or expended on behalf of the Community during any year when the assessments levied under this Article IX are insufficient to support all budgeted expenses.

9.6. Prorations. Should a Lot become subject to assessments after January 1 in any year, and should an annual or Special Assessment have been levied for that year, then such assessment



shall be adjusted so that such Lot shall be charged with a portion of the assessment prorated for the balance of that year.

9.7. Interest and Liens. All assessments shall bear interest at the lesser of (i) Twelve Percent (12%), or (ii) the maximum interest rate allowed by law, from the date of delinquency, and such assessment, together with interest and costs of collection, shall constitute a lien upon the Lot against which it is assessed until the amount, together with interest and charges, is fully paid. As an assessment becomes delinquent, the Association and the Trustees shall have the authority to exercise and enforce any and all rights and remedies as provided in this Indenture or as otherwise available at law or in equity, including, but not limited to, the right to foreclose the lien against the defaulting Owner's Lot in like manner as a mortgage on real estate or a power of sale under Chapter 443, R.S.Mo. In addition to the foregoing, the Trustees shall have the right to suspend the voting rights and the rights of such Owner, his or her family, guests, and invites to use the recreational facilities and common properties for any period during which any assessment against such Owner's Lot remains unpaid. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional (bank, savings and loan association, pension or retirement fund, insurance company or federally insured mortgage) first mortgage now or hereafter placed upon any Lot with respect to which assessments have become due and payable prior to a sale or transfer of such Lot pursuant to foreclosure or transfer in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. As used herein, the term "mortgage" or "mortgages" shall include deed or deeds of trust.

9.8. Purpose of Assessment. The General and Special Assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of the Community, for the improvement and maintenance of the Community and Common Properties, any recreational facilities constructed by Developer for use by the Owners and otherwise to fulfill and perform the Association's rights, duties, obligations and functions pursuant to this Indenture.

9.9. Developer's Lots. Notwithstanding any provision of this Indenture to the contrary including, but not limited to, the provisions of this Article IX, all Lots owned by Developer shall be exempt from assessment (general or special) until occupied, or until title has been transferred to the first purchaser thereof at retail (as distinguished from sales in bulk or at wholesale to others for development or resale). Notwithstanding any provision of this Indenture to the contrary, if the assessments levied in any year under this Article IX are insufficient to support all budgeted expenses, Developer may but shall not be obligated to advance funds to the Trustees for such purposes, and, if it does so, shall have the right to be repaid the amount of all such advances with interest thereon at the rate of one percent (1%) over the from time-to-time publicly announced floating prime rate of interest shown in The Wall Street Journal.

9.10. Exemptions. All Common Property and properties exempted from taxation under the laws of the State of Missouri shall be exempt from the assessments, charges and liens created herein.

9.11. Keeping of Funds. The Trustees shall deposit the funds coming into their hands as Trustees in a bank protected by the Federal Deposit Insurance Corporation, the Treasurer being



bonded for the proper performance of his duties in an amount fixed by the Trustees.

## **ARTICLE X** **RESTRICTIONS**

In addition to the limitations and restrictions imposed by other provisions of this Indenture and the ordinances, rules and regulations of Warren County, or any municipality of which the Property may become a part, the following restrictions are imposed upon and against the Property and each Lot now or hereafter existing therein:

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

10.2. Building Location. No building or structure shall be located on any Lot nearer to the street(s) upon which such Lot fronts or by which such Lot is bordered or the side or rear Lot lines than the front building line or side or rear setback lines shown on the Plat of the Property.

10.3. Re-subdivision. Except for Lots owned by Developer, no Lot shall be re-subdivided nor shall a fractional part of any Lot be sold without the consent of the Trustees, which consent shall not be unreasonably withheld, and unless requirements of any municipality of which the Property may become a part, are complied with. In the event either of the foregoing is approved, then the assessment attributable to the Lot so subdivided be prorated between the resulting Lots.

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

10.5. Nuisances. No loud, obnoxious or offensive activity shall be carried on upon any Lot or Common Ground in the Community, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel.

10.6. Maintenance. Each Owner shall maintain and keep his Lot in good order and repair. Trash, rubbish, toys, tools, cases, crates or any discarded items shall not be left in the front or back yard of any Lot overnight, and no exterior front yard appurtenances such as sculptures, bird baths or similar personal property items which are not permanently affixed made a part of the realty shall be placed in the front yard of any Lot.

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



10.8. Animals. No animals, reptiles, birds, horses, rabbits, cattle or livestock of any kind shall be brought onto or kept on the Properties, except that no more than three dogs, cats or other household pets (except house pets with vicious propensities), or up to six (6) chickens, subject to Section 10.9 herein, may be kept or maintained on any Lot, provided that such pets not kept for any commercial purpose and provided that such pets are at all times leashed and no "runs" or other outside structures are erected or installed therefore. The keeping of any pet which by reason of its noisiness or other factor is a nuisance (as determined by the Trustees in their sole judgment) or annoyance to the neighborhood is prohibited. The keeping of any animal(s) which by reason of its noisiness or other factor is a nuisance or annoyance to the neighborhood is prohibited. Owners are liable for their animals brought onto any Lot by a guest of Owner.

10.9 Chickens. Subject to the ordinances and regulations of Lincoln County, Missouri, Owners of Lots which are 2/10 of an acre (or 8,712 sq/ft) or larger may own and keep a maximum of six (6) female chickens (hens), provided that:

10.9.1 Male chickens (roosters) are prohibited;

10.9.2 Ducks, geese and waterfowl are prohibited;

10.9.3 Chickens shall be kept for household egg production; breeding or keeping chickens for commercial purposes is prohibited;

10.9.4 All grain, feed and other items associated with keeping chickens that are likely to attract rodents or other pests shall be kept in steel trash cans or similar containers with secured lids; any uneaten feed shall be removed from the chicken coop or enclosure in a timely manner;

10.9.5 Owners shall provide for the storage and removal of chicken manure such that no odors from chicken manure shall be detectable from the property lines, no manure shall be allowed to run off of the Lot in storm water or otherwise, and all chicken coops or other enclosures shall be kept free from accumulated droppings;

10.9.6 Chickens must be kept in an enclosed area at all times; no chickens shall be allowed to run at-large;

10.9.7 No more than one (1) chicken coop or other enclosure shall be permitted on any Lot;

10.9.8 Chickens' coops or other enclosures shall only be allowed in the rear portion of a lot, and must be located at least fifteen (15) feet from the property lines, and at least twenty-five (25) feet from any adjacent residential structure;

10.9.9 No chickens may be kept on any Lot until the appropriate chicken coops, or other enclosures have been erected. Chicken coops or other structures for housing chickens shall be subject to the following conditions:



(a) All chicken coops or enclosures shall be subject to the requirements set forth in Article VII of this Indenture, and any Owner desiring to erect a chicken coop or other structure for housing chickens shall obtain the prior written approval of the Trustees before any such structure may be erected;

(b) Chicken coops or other structures for housing chickens shall be enclosed on all sides and shall be covered by a roof. Access doors, window openings or other ventilation shall be covered with predator and bird-proof wiring and shall otherwise be shut and locked at night;

(c) All chicken coops and enclosures shall be properly ventilated and maintained in a clean, safe and sanitary condition and shall be kept in good repair and structurally sound condition to prevent chickens from running outside of the enclosure area set aside for the chickens; and

(d) No chickens shall be kept on any lot which is less than are 2/10 of an acre (or 8,712 sq/ft) in size.

10.9. Trucks, Boats, Etc. No trucks (other than pick-up trucks not exceeding 3/4 ton) or commercial vehicles, boats, motorcycles, campers, house trailers, boat trailers or trailers of any other description shall be permitted to be parked or stored on any Lot unless they are parked or stored in an enclosed garage or in such other enclosure (open or otherwise) approved by the Trustees, except only during periods of approved construction on the Lot. Further, no motor vehicle or equipment shall be repaired or otherwise serviced in front of or adjacent to any residence in the Community.

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

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

10.12. Out Buildings. No structure of a temporary character, trailer: tent, shack, shall be installed, constructed or maintained on any Lot at any time.

10.13. Signage. No signage of any kind shall be displayed to the public view on any Lot, except: (i) one (1) sign of not more than five (5) square feet advertising the Lot for sale; (ii) one (1) sign of not more than one (1) square foot warning people of dangerous animals located in the home or on the Lot; (iii) one (1) sign not exceeding one square foot notifying people of the presence of an alarm or home security system located in the home located on the Lot, (iv) Political Signs (defined hereinbelow), and (v) special event signs (graduations, birthdays, etc.), provided that no such special event sign shall remain in the front yard for more than 72 consecutive hours; provided,



however, there shall be no restrictions on the number or type of signage used by Developer or any Builder(s) to advertise or market the Community during the construction, development or sale of Lots and residences in the Community by the Developer or such Builder(s).

For the purposes of this Article X, Section 10.13, "Political Signs" shall mean any fixed, ground-mounted display in support of or in opposition to a person seeking elected office or a ballot measure excluding any materials that may be attached. Subject to applicable Missouri Statutes or ordinances, Political Signs shall comply with the following regulations: (i) No Political Sign may exceed 2 feet x 4 feet in dimension, (ii) No Political Sign may be placed between the sidewalk and the roadway, (iii) No Political Sign may be placed in the Common Properties, (iv) No Owner shall display more than four (4) Political Signs at one time, (v) No Political Sign may be accompanied by sound or music, or have other materials attached thereto, (vi) Political Signs shall not be placed in any yard more than sixty (60) days prior to any election and shall be removed within thirty (30) days after any election. Any Owner placing or maintaining Political Signs on their Lot in violation of this Article X, Section 10.13 may be subject to fees, fines, or other penalties. The Association may, following three (3) days prior written notice to the Owner, enter onto the Lot and remove such sign or the impose any applicable any fines, fees, or other penalties on the Owner.

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

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

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

10.17. Cul-De-Sac. Etc. No above-ground structure, other than required streetlights, may be erected upon a cul-de-sac, divided street entry island, or median strip, without the written approval of the Trustees.



10.18. Fences. No fences or screening of any kind shall be erected or maintained on any Lot between the rear of the residence constructed on such Lot and the street upon which such Lot fronts. Fences may be maintained on other portions of the Lots only with written consent of the Trustees as to location, material and height, and the decision of such Trustees to approve or reject a fence shall be conclusive. Nothing herein contained shall prevent placement of fences by the Trustees on the Common Ground.

10.19. Satellite Receiving Dishes and Similar Devices.

10.19.1 Notification of Installation. To the extent permitted by applicable law, any Owner shall notify the Board prior to the installation of any satellite dish to be installed on any Lot or on the exterior of any residence or other improvement on any Lot.

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

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

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

10.20. Hazardous and or Unsightly Materials. No above-ground gas, gasoline, oil or other hazardous material storage tanks or devices shall be permitted upon or in any Lot or the Common Ground of the Community. Propane tanks servicing residence are permitted subject to provisions set forth in Section 10.20.

10.21. Swimming Pools.

10.21.1 No above ground swimming pools will be allowed on any Lot in the Community unless they are recessed at least one-half (1/2) of their exterior depth into the yard or the slope of a yard and completely surrounded by decking, properly skirted to the surrounding ground level so as to present the appearance of an in-ground pool. The plans for any such pool must be submitted to and approved by the Trustees, and shall include drawings, material lists, landscape detail and any other information deemed necessary by the Trustees in its sole discretion.



The approval of any such pool shall not constitute precedence for other such structures, and each instance will be determined on a case by case basis.

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

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

10.22 Prohibited Structures. There shall not be erected or maintained either temporarily or permanently, any tent, house trailer, mobile home, or manufactured home on said premises for any purpose whatsoever.

10.23. Ground Cover. All lots not owned by Developer shall be maintained in its entirety with a grass ground cover. Wooded areas are excluded from requirement of grass ground cover. All grass shall be maintained and mowed at a height no greater than six (6) inches.

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

10.25. Leasing Restrictions. The leasing or rental of Lots and improvements thereon for any duration shall be expressly prohibited. A Lot is deemed "leased" or "rented" if the Owner thereof does not occupy the Lot as their principal residence or second home, and any tenant or occupant thereof pays money or other consideration to the Owner of such Lot in exchange for the right to occupy the Lot for any period of time. Notwithstanding the foregoing, a Lot shall not be deemed "leased" or "rented" if:

10.25.1 The Owner of the Lot is a trust, and the beneficiary of the trust occupies the Lot;

10.25.2 The Owner of the Lot is a corporation, limited liability company, partnership, or other entity and the Lot is occupied by an officer, Trustee, shareholder, member, manager, or partner in such entity; or

10.25.2 The Lot is occupied by the Owner's immediate family members.

10.25.3 Exception for hardship. The Board in its sole discretion, and upon written request from an Owner (a "Hardship Request"), may grant such Owner an exception from the restrictions set forth in this Article X, Section 10.25, upon a showing of hardship by the Owner (a "Hardship Permit"). A "hardship" may include, but shall not be limited to:

(a) An Owner is required by his or her employer to relocate his or her residence outside the St. Louis metropolitan area and cannot, within six months from the date that



the Lot was placed on the market, sell the Lot except at a price below the current appraised market value, after having made reasonable efforts to do so;

(b) An Owner dies and the Lot is being administered by the Trustee of said Owner's Trust or Personal Representative of said Owner's estate;

(c) An Owner has a medical issue that requires the Owner to live in another residential setting, but intends to return to reside in the residence within one year;

(d) An Owner takes a leave of absence, sabbatical, or temporarily relocates out of the Warren County area and intends to return to reside on the Lot within one year;

In the event the Board determines that a Lot may be leased due to a hardship, the Board shall provide the Owner with written approval not more than fourteen (14) days after the date set forth on the Hardship Request. The Board shall have the right to place any conditions on a Hardship Permit that the Board deems necessary or desirable under the circumstances. Upon issuance of a Hardship Permit the Owner shall provide the Board with a written copy of the proposed lease, which lease shall contain the following provisions: (i) the name of the tenant and each of the tenant's family members who will reside on the Lot; (ii) a statement that the lease is subject to all of the terms and conditions of the Indenture, and that any violation of the terms of this Indenture shall be a default under the lease; and (iii) a statement that, in the event of a violation of the terms and conditions of this Indenture, the Board, on behalf of the Association, at its option, may bring legal action directly against the tenant or the Owner for such violation, including, without limitation, actions for damages or injunctive relief.

Issuance of a Hardship Permit to any one Lot Owner for any reason, whether or not such reason is listed hereinabove, does not entitle any other Lot Owner to a Hardship Permit for the same reason or under similar circumstances. Any Hardship Permit shall be valid only as to a specific Owner and Lot and shall not be transferable to other Owners or Lots. Hardship Permits shall be valid for a maximum term of one (1) year and may be renewed only upon the written approval of the Board. Any such renewal of a Hardship Permit shall not exceed one (1) year.

10.26. Solar Collection. To the extent permitted by applicable law or local ordinance, solar collection devices shall be subject to the architectural approval provisions set forth in Article VII herein. Any Owner desiring to install a solar collection system on any residence or other improvement on any Lot shall notify the Board prior to the installation of any such solar collection system. To the extent that the use, function, cost or efficiency of a solar collection system would not be impaired or adversely affected: (i) all roof mounted solar; (ii) roof mounted solar collection systems must be contained entirely within the boundary defined by the roof eaves and peak and shall not extend above the roof peak; (iii) solar collection systems may be ground or pole mounted provided that such system is screened from view from the front of the residence, Common Properties and neighboring Lots.



## **ARTICLE XI**

### **SEPTIC SYSTEMS**

11.1 Septic System. Each Lot shall have a Septic System.

11.2 Septic System Assessment. The Association is authorized to levy and collect assessments against each Lot upon which a Septic System is located. The Association shall be used to inspect each Lot's Septic System ("Septic System Inspections") to ensure such Septic Systems are in compliance with any laws, ordinances or regulations of any applicable governmental authority or with this Indenture or any rules and regulations of the Community. The Association shall provide each Lot Owner with any reports or certifications related to the completion of such inspections along with notice of any maintenance, repairs or improvements required for continued compliance of all such laws, ordinances, rules or regulations.

11.3 Maintenance of Septic System. Each Lot Owner shall have the obligation to maintain, clean, repair, improve, and replace (collectively "Maintenance Work") the Septic System located upon his, her or its Lot and to keep in full force and effect all necessary permits in connection therewith. In the event that a Septic System clogs, backs up or otherwise malfunctions in any way, the Lot Owner shall commence repairs or other Maintenance Work forthwith, and in no event later than ten (10) days after receipt of written notification from the Association ("Repair Notice") of a malfunction or Maintenance Work from the Association (or within a reasonable time if the Maintenance Work cannot be completed within said ten day period and provided the Lot Owner has commenced the Maintenance Work within the ten day period and diligently prosecutes the Maintenance Work). In the event the Maintenance Work is not commenced within ten (10) days following the date of the Repair Notice, the Association shall have the right, but not the obligation to commence Maintenance Work and the Lot Owner shall reimburse the Association for the cost of any such Maintenance Work.

11.4 Use of Septic System. Each Lot Owner shall comply with the following restrictions related to the proper operation of his, her or its Septic System:

11.4.1 No Lot Owner or Lot Owner's family members, guests, employees, agents, or invitees park any vehicles on or near any Septic System including any drain field.

11.4.2 No permanent structures shall be erected on or near any Septic System.

11.4.3 No trees shall be planted on or near any Septic System.

11.4.4 Disposal of diapers, cat litter, cigarette filters, coffee grounds, food scraps, cooking oil or grease, feminine hygiene products, prescription drugs, over the counter drugs, caustic or acid based cleaning products, plastic or other inorganic items, Q-Tips, make-up pads or sponges into the household drains, toilets or Septic System is strictly prohibited.

11.4.5 Each Lot Owner shall maintain a work area of ten (10) feet around the Septic System, including, but not limited to the absorption field, or shall otherwise provide access for operation of heavy equipment related to the maintenance or repair of a Septic System.



Any other rule, regulation or restriction related to the proper maintenance, cleaning, repair, improvement or replacement of Septic Systems within the Community that the Board of Trustees shall deem necessary and appropriate for the health, safety and welfare of the residents of the Community

## **ARTICLE XII** **GENERAL PROVISIONS**

These general provisions shall apply to the foregoing Indenture:

12.1. Enforcement. Enforcement of any of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants and may be brought to restrain any such violation and to recover damages therefore together with reasonable attorney's fees and court cost.

12.2. Add/Remove Tracts. Notwithstanding any provision contained in this Indenture to the contrary, until all Lots to be developed in the Property have been sold and conveyed, Developer and its successors and assigns shall have the right and privilege to add or remove property, or reconfigure Lots within the Property.

12.3. Amendments. Until all Lots authorized to be developed in the Property have been sold and conveyed for residential use, the provisions of this Indenture may only be amended, modified or changed by Developer. Developer may from time to time effect any such amendment, modification or change by recording an instrument of amendment in the office of the Recorder of Deeds for Warren County, Missouri. Thereafter, the provisions hereof may only be amended, modified or changed by the written consent of two-thirds (2/3) of all the Owners, with any such amendment, modification or change being recorded in the Office of the Recorder of Deeds for Warren County, Missouri. No amendment, modification or change shall reduce or modify the obligations or rights granted to or imposed upon the Trustees or eliminate the requirement that there be Trustees unless some person or entity is substituted for the Trustees with their responsibilities and duties.

12.4. Severability, Etc. All covenants and agreements herein are expressly declared to be independent and not interdependent. No laches, waiver, estoppels, condemnation or failure of title as to any part of the Property or any Lot in the Property shall be of any effect to modify, invalidate or annul any grant, covenant or agreement herein with respect to the remainder of the Property, saving always the right to amendment, modification or repeal as hereinabove expressly provided.

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

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



Property, and the assignment of such rights is made, either in the deed conveying the property, or in a separate document which is duly recorded.

12.7. Rights During Construction and Sale. Notwithstanding any provision contained in this Indenture to the contrary, until all Lots in the Property have been sold and conveyed for residential use, Developer and its successors and assigns shall have the right and privilege to: (i) enter any Property, Common Ground or Lot; (ii) erect and maintain advertising signs, sales flags and other sales devices and banners for the purpose of aiding the sale of Lots and residences in the Property; and (iii) to maintain sales, business and construction offices in display homes or trailers on the Property (including without limitation, the Common Ground) to facilitate the completion of development of the Community and construction and sale of residences and improvements on the Property. Developer's construction activities shall not be considered a nuisance, and Developer hereby reserves the right and privilege for itself and its successors and assigns to conduct the activities enumerated in this Section until all Lots in the Property have been sold and conveyed for residential purposes. The provisions of this Section 12.7, shall not be amended, modified or deleted without the prior written consent of Developer.

12.8. Rights to Add Property. In addition to any other rights of Developer hereunder, Developer shall have the right, at any time and from time to time, to add additional real estate to the Community or delete real estate from the Community. In the event Developer adds additional real estate to the Community, Developer shall have the right to amend this Indenture as deemed necessary by Developer to provide for the application of this Indenture to such real estate and the incorporation of such real estate into the Community. From and after the date such real estate is added to the Community, such real estate shall be governed by this Indenture, and Developer shall have the same rights, as if such real estate had been a part of the Property originally encumbered by this Indenture. This Section 12.8 shall not be amended without the consent of the Developer.

12.9. Term. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Indenture shall run with and bind the Property for a term which is the longer of: (i) thirty (30) years from the date of recordation of this Indenture, after which said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots subject hereto has been recorded agreeing to terminate this Indenture as of the end of any such ten (10) year period, unless continued in effect by the vote of two-thirds (2/3) of the Lots in such Community by an appropriate instrument filed of record prior to the vacation of the Plat(s) of such Community as aforesaid. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such termination, and unless written notice of the proposed agreement of termination is sent to every Owner at least ninety (90) days in advance of any action taken.

**[SIGNATURE PAGE TO FOLLOW]**



IN WITNESS WHEREOF, Developer has executed this Indenture the day first above written.

**DEVELOPER**

DJ Land, LLC,  
a Missouri limited liability company

By: 

Title: Member / Owner

STATE OF MISSOURI     )  
                                  ) SS:  
COUNTY OF LINCOLN    )

On this 11<sup>th</sup> day of July, 2025, before me personally appeared Dale L. Black to me personally known, who, being by me duly sworn, did state that he is the Member of DJ Land, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said company as its free act and deed.

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

My Commission Expires: 7/1/2027





EXHIBIT A  
Legal Description – The Property

**[TO BE INSERTED]**

Harmony Hills Estates, Warren County, MO as Recorded in Slide F-113 to 114



**EXHIBIT B**  
**INSTALLATION PREFERENCE CHECKLIST**  
**HARMONY HILLS ESTATES**

**Installation Preference Checklist**

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

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

3. Concealment of the device by a natural or manmade object otherwise allowable within the restrictions of the development
4. Concealment of the device by the individual characteristics or location of the Property

\_\_\_\_\_

\_\_\_\_\_