

Declaration of Covenants, Conditions and Restrictions for Pierre's Riverpointe

Date: July ___, 2024

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Grantor: Pierre's Premier Properties, LLC, a Missouri limited liability company

Grantee: Pierre's Premier Properties, LLC, whose address is

Real Estate: Lots 1 through 15 and Common Areas, Pierre's Riverpointe, according to the plat thereof recorded in Slide ____ Page _____ in the office of the Christian County Recorder.

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I. Declaration

The Developer, being the sole owner in fee simple title of the real property described on page 1 hereof, known as Pierre's Riverpointe (the "Subdivision"), hereby declares that the real estate in the Subdivision shall be subject to the restrictions, covenants and conditions, terms, easements, assessments and charges set forth in this Declaration, and shall be held, conveyed, encumbered, leased, occupied, built upon and otherwise used, improved and/or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time.

If additional lots are made, subject to this Declaration, by a recorded instrument signed by the Developer, then those lots and any common areas shown on the plat creating those lots shall be a part of the Subdivision.

II. Definitions

2.1 Terms. As used in this Declaration, the following terms shall have the meanings as ascribed below:

- (1) "ARC" shall mean the Architectural Review Committee described in Article VII. "Association" refers to a nonprofit corporation which may, at the election of the Developer, be created to operate the ARC and enforce covenants and exercise other powers described in this Declaration as within the powers of the Association.
- (2) "Association" shall mean the Pierre's Riverpointe Homeowners Association, a Missouri nonprofit corporation.
- (3) "Common Area" and "Common Areas" refer to any of the areas shown on the Plat of Pierre's Riverpointe and labelled as such.
- (4) "Developer" shall mean Pierre's Premier Properties, LLC, a Missouri limited liability company, its successors and assigns.
- (5) "Improvement" shall mean any improvement, dwelling, building, amenity, fence, mailbox, driveway, sidewalk, excavation, wall, well, septic system, water drainage works, awning, deck, landscaping, lighting or other structure constructed on a Lot.
- (6) "Lot" shall mean a parcel of real property within the Subdivision designated as a Lot and identified with a unique Lot number on the Plats.
- (7) "Mortgage" shall mean any security interest, deed of trust, or lien granted by an Owner encumbering a Lot to secure the repayment of a loan, indebtedness or other obligation, and duly filed of record in the Office of the Recorder of Deeds of Christian County, Missouri.

- (8) "Owner(s)" shall mean the record owner, whether one or more persons or entities of a fee simple interest in a Lot. The term "Owner" shall not include a lessee, tenant or a party claiming rights to a Lot solely under a lease, contract for deed, purchase contract or Mortgage.
- (9) "Plat" shall mean the final plat of Pierre's Riverpointe, as recorded in the office of the Christian County Recorder, as supplemented or amended from time to time.
- (10) "Road" shall mean any road shown on the Plat.
- (11) "Rules" shall mean any rules or regulations promulgated by the Developer or the Association from time to time, in accordance with Section 3.3, the Articles and Bylaws.
- (12) "Single Family" shall mean, to the extent it may be lawfully considered, the spouse, parents, grandparents, grandchildren, sons, daughters (including adopted children), brothers or sisters (each, a "Relative") of an Owner, or Relative of an Owner; provided, however, the Board may determine whether or not any person (or group of persons) is to be considered "Single Family" for the purposes of this Declaration.
- (13) "Single-Family Residence" shall mean a dwelling to be occupied by a Single Family as permitted herein.
- (14) "Visible From Neighboring Lot" shall mean, with respect to any given object, that the object is or would be visible to a person six feet tall, standing on a portion of a neighboring Lot that is (or would be) ordinarily used by that Lot Owner (i.e., not an obscure, unimproved area of a Lot that is seldom used). The final determination of whether an object is Visible From Neighboring Lot shall be made by the ARC in its sole discretion.
- (15) "Visible From the Road" shall mean, with respect to any given object, that the object is or would be visible to a person six feet tall, standing on any part of a Road abutting or near the Lot in question. The final determination of whether an object is Visible From the Road shall be made by the ARC in its sole discretion.

2.2. *Applicability.* The definitions in Article II shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereof," "hereunder," and similar terms shall refer to this Agreement.

III. Easements and Common Areas

3.1 Easements for Lot Owners. The Developer hereby grants and conveys to the Association, as part of this Declaration, and the Association shall take and accept from the Developer the following easements, for the benefit of each Lot owner and its guests when accompanied by a family member of a Lot owner:

- a. an easement for pedestrian and motorized ingress and egress over a 20-foot wide recreational easement from Riverpointe Lane and Pierre's Trail to the Common Area along the southern shoreline of Finley River as shown on the Plat.
- b. The 2.38-acre tract of land to be used for recreational purposes, as shown on the Plat on the east side of the northern portion of Lot 1, which shall constitute a Common Area.
- c. a right of access for ingress and egress purposes to the subdivision roads: Faught Road, Riverpointe View, and Riverpointe Lane, as shown on the Plat, which Owner of a Lot understands that the Lots are deeded to the center of the subdivision roads over which all other Owners have, by virtue of this Declaration, an easement for right to access the subdivision roads.
- d. an easement over Riverpointe Lane running West/East, South/North, East/West, South/North through Lot 14B and Pierre's Trail, north to the Common Area on the south side of Finley River.

3.2. Easements Reserved by Developer. The Developer hereby reserves for itself and its agents, contractors, employees, members, and subsidiaries (collectively, "Affiliates"), a perpetual easement over the entire Subdivision, but only to: (1) fulfill the Developer's duties and obligations under this Declaration; and (2) to access, ingress, egress, traverse upon, excavate, raze, repair and perform other acts for any other purpose the Developer deems reasonably necessary, proper or beneficial for the Subdivision, the Association or the Owners.

3.3 Dedication of Common Areas. The Common Areas shown on the Plat are hereby dedicated to the use of Owners (which *includes* lawful residents of dwellings on the Lots owned by Owners), subject to the power of the Board to suspend use rights for Members not in good standing as addressed in Section 4.7 below. The Association's Board shall have the power and duty to supervise, insure, maintain, repair and replace the Common Areas with revenues assessed against Lots for that purpose and is empowered to adopt Rules relating to the use of Common Areas.

3.4 Use of Common Areas. Owners (and members of their families and their guests) are required to keep all Common Areas free of litter and trash and to behave in such a manner that other Owners and their guests may enjoy the use of the Common Areas at the same time. All ATVs, UTV, side-by-sides and similar vehicles shall be operated quietly, at half throttle or less. The Association's Board is authorized to adopt and enforce additional Rules relating to use of the Common Areas.

IV. The Association

4.1. Association. The Developer has incorporated the Association to be a non-profit corporation organized and existing under the Missouri Nonprofit Corporation Law. Management of the Association shall be vested entirely in the Board of Directors (hereafter, the "Board"). Developer shall have all the Association's rights and powers set forth in this Declaration and shall act as the Board, unless Developer has appointed directors to the Board (when Association is created) or has allowed the owners of Lots to elect directors to serve on the Board (if Association is created). The Board may delegate its duties to officers appointed in accordance with the Articles and the Bylaws. The Developer may appoint the persons to serve as Directors for the initial Board of Directors. They shall serve until (a) they are replaced by the Developer, or (b) the Developer has conveyed five Lots to third parties and a new Board is elected by the Members in accordance with the Bylaws. Those appointed to the initial Board of Directors need not be Owners.

4.2. General Association Duties. The Association shall be charged with the duties and invested with the power to: (1) act as the ARC at such time as the Developer no longer controls the ARC; (2) administer and enforce all of the terms and conditions set forth in the Declaration, Bylaws, Articles and the Rules; and (3) collect and disburse the revenues as prescribed by law and set forth in the Articles and Bylaws, including all of the power, rights and authority granted herein, and as set forth in this Declaration. The Association shall impose and collect sufficient revenues from Owners to provide for the maintenance and repair of the Roads and the Common Areas, for the operation of the ARC, to pay for the services of professionals (accountants, architects, attorneys, surveyors, and engineers,

as selected by the Board), to enforce covenants of this Declaration and to defray any costs of enforcement not collectible from a violator.

4.3. Rules. The Board may, from time to time and subject to the provisions of the Declaration, adopt, amend, and repeal Rules that shall govern: (1) operation of the ARC and (2) the enforcement of this Declaration. The Rules may provide for the imposition of fines by the Board in an amount reasonably necessary to discourage the particular violation. The Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. In the exercise of its powers to make Rules or set policies, the Board may not impair any rights that the Developer has reserved in this Declaration.

4.4. Liability for Vehicles. Neither Developer, Association, members of the Board as individuals, nor the Board shall assume any liability of any kind or nature with respect to any vehicles moving within or parked upon any portion of the Road or the Common Areas.

4.5. Enforcement Powers. The Association shall have the authority to perform all of its duties and may enforce all of the terms, conditions, covenants and restrictions as set forth in this Declaration, the Bylaws and the Rules and as may be reasonably implied therefrom in the manner described in Article X below.

4.6. Personal Liability. No member of the Board, Developer, ARC or a committee, nor any officer of the Association shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, Board, Developer, ARC, any committee, any other representative, employee or officer of the Association, provided that person acted without willful or intentional misconduct.

4.7 Complaints and Suspension of Privileges of Membership. As may be more specifically set forth in the Bylaws, complaints regarding compliance or lack of compliance with the provisions of this Declaration, the Bylaws and the Rules shall be made in writing and addressed to the Association at its registered office as shown on the records of the Missouri Secretary of State or at another address (including an email address) provided by the Association's Board.

If the Board, after notice and opportunity for hearing given to any Member alleged to have acted in violation of these covenants, including failure to pay assessments imposed by the Board, the Board may find that Member to be in violation and not in good standing and order that the voting rights of that Member be suspended until the violation is cured. A Member (and the persons residing with the Member not in good standing) shall not be entitled to use the Common Areas until the violation has been cured, in the opinion of a majority of the Board.

V. Membership and Voting

5.1. Membership in Association. Membership in the Association, if created, shall be appurtenant to and may not be separated from ownership of each Lot. Every Owner, including the Developer (so long as it owns any interest in a Lot), shall be a Member of the Association (hereafter, the “Member”). Membership in the Association appurtenant to a Lot shall automatically terminate when ownership of that Lot ceases. A person or entity who holds an interest in a Lot merely to secure the payment of a Mortgage shall not be a Member unless and until the person or entity becomes an Owner. Upon the transfer of ownership of a Lot, the new Owner shall automatically become a Member.

5.2. Management. Members (in their capacity as such) shall have no right to manage the business affairs of the Association, if created. Management of the Association is vested entirely in its Board.

5.3. Voting. All Members shall be allocated and entitled, if in good standing, to one vote for each Lot of which the Member is the Owner. If there is more than one Owner of a Lot, then to vote, those Owners must designate an individual as the voting Member for that Lot. That designation must be made in writing to the Board. The Board may rely on that designation until a written notice signed by all Owners of that Lot revoking the designation is received by the Board.

5.4. Meetings, Voting Procedures and Other Matters. Association meetings must be called and conducted in accordance with the Bylaws and Articles. So long as the Developer owns an interest in at least two Lots, no vote, consent or approval shall be valid unless the Developer casts its votes (or executes a consent in lieu of a meeting) in favor of the measure. The detailed voting procedures, meeting and quorum requirements, procedures for consents-in-lieu-of-meetings and other matters regarding the Association, the Board and membership will be set forth in the Bylaws and Articles, if Association is created.

VI. Assessments

To fund its operations, fulfill its obligations described herein, and to promote the general benefit, health, safety and welfare of the Subdivision, the Board, on behalf of the Association, may establish, continue and make certain assessments as described herein for the purpose of providing for the operation of the ARC and enforcement of covenants contained in this Declaration.

6.1. Creation of the Lien and Personal Obligations of Assessments. Each Owner, other than the Developer, by acceptance of a deed for any Lot, whether or not it shall be so expressed in the deed, is deemed to covenant and agree to pay to the Association any or

all assessments and charges imposed by the Association (if the Association is created) hereunder, collectively, the "Assessments". Except for Lots owned by the Developer, all Assessments and any other sums due hereunder, together with interest, costs and reasonable attorneys' fees, shall, to the full extent permitted by law, be: (1) a charge on the Lot of each of the Owner(s), (2) a continuing lien upon each Lot after the Assessment is made, and (3) be the personal obligation of the Owner(s) of each Lot, upon the effective date of the Assessments. The personal obligation for delinquent Assessments shall not pass to the successors in title, but, nevertheless, the lien arising by reason of the Assessment shall continue to be a charge and lien upon the Lot as above provided.

6.2. Purpose of Assessments. Assessments shall be used by the Association to fund the operation of the ARC, to enforce covenants of this Declaration, and to maintain the Roads and the Common Areas.

6.3. Annual Assessment. Until changed by the Association or its Board, the annual assessment shall be \$500 per Lot. The annual assessment is subject to change in accordance with the reasonable expenses of performance of the Association's responsibilities; however, the annual assessment may not be increased from the previous year's assessment by more than 7.0% in any year, except in the case of major damage to facilities not covered by insurance on Common Areas (including the pavilion and outdoor kitchen, firepits, and dog park) and fencing, mailboxes and roads. As long as Developer is paying more than half the Association's expenses, Developer's Lots shall not be liable for this annual assessment.

6.4. Special Assessment. The Association may levy special assessments to pay for (a) operation of the ARC, if fees collected from applicants are inadequate, (b) to cover expenses related to enforcement actions, to the extent not collected from violators of covenants (each, a "Special Assessment").

6.5. Enforcement of Assessment. In addition to the Special Assessment described above, if an Owner (other than the Developer) violates or allows the violation of this Declaration, Rules, Articles or Bylaws, then upon the affirmative vote of the Board (other than the violating Owner) and the Developer, the Board may levy an enforcement assessment against the Owner in an amount reasonably calculated by the Board to encourage compliance or to cover any damage incurred by the Association. The Board must send written notice describing the violation to the Owner and allow a reasonable time to cure the violation. If the violation is not cured as specified in the notice (or sufficient corrective steps have not commenced) then the Board may commence collection of the enforcement assessment in the same manner as any other Assessments, as described in Section 6.6 below.

6.6. Effect of Nonpayment of Assessments; Remedies. If the Association employs an attorney or attorneys for collection of any Assessment, whether by suit or otherwise, or to enforce compliance with the terms and conditions of this Declaration, or for any other purpose in connection with the actual or threatened breach of this Declaration, all reasonable attorneys' fees and costs thereby incurred, in addition to any other amounts due or any other relief or remedy obtained against that Owner shall be added to the Assessment. If a default in payment of any Assessment occurs, the Assessment shall be deemed delinquent, and shall bear interest at the greater of (i) 18% per annum, or (ii) the highest rate allowed by applicable law (the "Default Rate"). In addition to any other remedies provided herein, the Association may enforce each obligation in any manner provided at law or in equity, or, without any limitation of the foregoing, by either or both of the following procedures.

- (1) *Enforcement by Suit.* The Board may cause one or more lawsuits to be filed and maintained in the name of the Association against any Owner to enforce an Assessment. Any judgment rendered in any action shall include the amount of the delinquency, together with interest thereon at the Default Rate from the date of delinquency, court costs, and reasonable attorneys' fees in any additional amount as the court may adjudge against that Owner.
- (2) *Enforcement by Lien.* There is, to the full extent permitted by law, hereby created a claim of lien, with power of sale, on each and every Lot within the Subdivision to secure payment to the Association of any and all Assessments levied against any and all Lots and Owners, together with (a) interest thereon at the Default Rate from the date of delinquency, (b) the Administrative Fee, and (c) all costs of collection incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time within thirty (30) days after the occurrence of any default in the payment of any Assessment, the Board or its authorized representative, may, but shall not be required to make a written demand for payment to the defaulting Owner, on behalf of the Association. Each demand shall state the date and the amount of the delinquency. Each default shall constitute a separate basis for a demand, claim of lien, or a lien, but any number of defaults may be included within a single demand, claim of lien. If such delinquency is not paid within ten days after delivery of demand, or even without such a written demand being made, the Board may file a claim or lien on behalf of the Association against the Lot of the defaulting Owner. A claim of lien may be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- (a) The name of the delinquent party (as shown on the Association records);

- (b) The Lot number or address of the Lot against which claim of lien is made;
- (c) The amount claimed to be due and owing plus interest, the Administration Fee, and an amount equal to the estimated collection costs and attorneys' fees;
- (d) That the claim of lien is made pursuant to the Declaration; and
- (e) That the claim of lien is against the Lot in the amount stated.

Upon (i) recordation of a duly executed original or copy of a claim of lien, and (ii) mailing a copy thereof to the Owner, the lien claimed thereon shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which the Assessment was levied. The lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a deed of trust, with a power of sale, as set forth by the laws of the State of Missouri, as may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of the Members. The Association may acquire, hold, lease, mortgage, and convey any property acquired under this Article VI. If the foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be awarded to the Association. Each Owner, by becoming the Owner of a Lot, hereby expressly waives any objection to the enforcement and foreclosure of a lien in this manner.

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

VII. Architectural Control

No Improvement may be constructed on any Lot, and no addition or change to the exterior of an Improvement may be undertaken, unless complete plans, specifications and plot plans thereof showing the exterior design, height, location, building materials and color scheme thereof, shall have been submitted to and approved in writing by the ARC as described below. The Developer shall act as the ARC unless the Developer has created the Association, which would then assume the powers of the ARC as set forth here.

7.1. Duties of the ARC. The ARC shall have the right, in its sole discretion, to approve or disapprove any plans and specifications for any Improvement to be constructed within the Subdivision. The ARC may take into consideration aesthetic aspects, the suitability of the proposed Improvement, its size, design, color, texture, materials, the harmony of external design and location in relation to surrounding structures and topography and the effect of the Improvement as planned on the outlook from adjacent or neighboring Lots or any other factor the ARC deems appropriate. No changes or deviations in or from any plans and specifications once approved shall be made without those changes being resubmitted for approval by the ARC.

7.2. Members of Architectural Review Committee. The ARC shall consist of one or more persons appointed by Developer until the Developer has sold 75% of all Lots. Thereafter, the ARC membership shall be appointed by the Board (if the Association has been created. Members of the ARC appointed by the Developer are not required to be Owners).

7.3. Submission Guidelines. To obtain ARC approval to construct any Improvement, an Owner, or its representative builder (each, an "Applicant"), must submit detailed architectural drawings, plans and specifications (the "Plans") showing and/or describing: (1) floor plans of all living space, exterior elevations, footprint, location and size of all driveways, decks, terraces, patios, outbuildings, retaining walls, mechanical units, utility meters and drainage pipes, (2) roof and foundation plans, (3) plans for all utilities, water, electrical, gas, septic and other lines, services and systems, (4) all exterior improvements including landscaping, plantings, sidewalks, irrigation system, lighting, fences, screened areas, propane tanks, and other Improvements, and (5) all excavating, grading, and tree removal. Applicant must provide material and specifications lists with colors and examples of exterior materials and finishes. The ARC may publish specific requirements for all plans, specifications, materials and other items submitted to the ARC. The ARC may require Applicants to submit other information to enable the ARC to determine if the intended Improvements satisfy the requirements of the Declaration and the ARC.

7.4. Procedures. The ARC shall provide a dated receipt for and approve or disapprove all properly submitted Plans within 30 days of receipt. A majority vote of the ARC shall be necessary for approval of any request. If the ARC fails to take any action within 30 days after date shown on the receipt, approval shall be presumed to have been given. The ARC shall maintain and keep written records of all Plans and materials submitted and of all actions taken for at least one year.

7.5. Non-Liability for Approval of Plans. Plans shall not be reviewed for engineering or structural design, or for compliance with zoning and building ordinances. Approval of Plans by the ARC is not and shall not be deemed to be a representation or warranty

that the Plans comply with applicable governmental ordinances and building codes. By approving Plans, neither the ARC, its members, the Association, the Board nor the Developer assume any liability or responsibility therefor or for any defect in any structure constructed from such plans and specifications. Neither the ARC, the Association, the Board, the Developer, nor any member thereof, shall be liable to any Owner, prospective Owner, Applicant or other person for any damage, loss or injury suffered or claimed on account of (a) approval or disapproval of any Plans, (b) construction or performance of any work, whether or not pursuant to approved Plans, or (c) the development, or manner of development, of any property within the Subdivision.

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

7.7. Fees. The ARC may charge an application fee reasonably calculated to cover costs or expenses incurred by the ARC.

VIII. Building Requirements

8.1. Structures. All residences, buildings, amenities, fences, mailboxes, driveways, awnings, decks, exterior area lighting, landscaping and other structures and Improvements to be constructed or maintained upon any Lot shall comply with the minimum construction standards published by the ARC. Generally, unless otherwise approved by the ARC:

- (1) Dwellings shall have an attached private garage for two or more vehicles; provided, however, detached garages, utility buildings, pool houses, mother-in-law quarters or other similar structures may be permissible, provided the overall appearance, materials and color of which shall be approved by the ARC prior to commencing construction.
- (2) The exterior of dwellings, structures, and other Improvements Visible from Neighboring Lot shall be constructed of brick, stucco, stone, decorative wood or other quality materials (or approved combinations thereof) as approved by the ARC in writing. The ARC may approve substitute materials for use on dormers, overhangs, cantilevers and other specific areas of a structure. New exterior products not now on the market may be approved for use as part of the exterior finish of a dwelling by the ARC, in its sole discretion. Structures that are detached from dwellings, such as garages or sheds, may have metal siding, but must have a porch on at least one side

Visible from a Neighboring Lot, at least 25% of which is covered by a roof with support posts.

- (3) Dwellings must contain more than 1,700 square feet of living space on the main entrance level (at or above the level of the abutting road), exclusive of patios, decks, porches or garages, if only one level.
- (4) All roofs shall have an exterior surface which shall be approved by the ARC, but must be, at a minimum, an architectural grade composition shingle having at least a 30-year warranty and shall have a pitch of at least 7/12. Metal, cedar shakes, clay tile (or imitation clay tile), roofing materials are acceptable, except that three-tab asphalt or composition shingles or rolled roofing is not allowed.
- (5) Properly constructed and installed fences may be allowed by the ARC.
- (6) Any mailboxes must be of a design approved by the ARC, ownership of which shall pass to purchasers of the Lot.
- (7) Each Owner shall construct within their Lot off-road parking sufficient to allow parking of at least two automobiles, as well as sufficient room for the ingress and egress of other vehicles to and from the dwelling and Riverpoint View Road. Parking areas may be a part of their driveway or a separate paved area. All driveways and parking areas must be constructed using concrete, asphalt, or other hard surface material approved by the ARC within 12 months after the earlier of (1) occupying a residence on a Lot or (2) Developer has completed paving of the road fronting the Lot.

8.2. General Building Restrictions and Requirements. Unless otherwise approved by the ARC, the following restrictions shall apply to all Lots.

- (1) No dwelling, building or other Improvement, including accessory buildings, may be located nearer to any Lot line than the minimum set back line of 50 feet from the front lot line and 25 feet from side and rear lot lines. The location of each dwelling, building or other Improvement must be approved by the ARC prior to construction.
- (2) No tree in excess of six inches in diameter or in excess of 20 feet in height may be cut down or removed from a Lot without prior approval from the ARC.
- (3) Subject to applicable federal law, no exterior antenna or other similar device for the transmission or reception of electronic signals shall be erected, installed, used or maintained on any Lot, unless approved by the ARC. Satellite dishes for television reception may be permitted provided that the dish (1) is permanently mounted, (2) is not larger than the 18" direct satellite dish, and (3) is located, whenever possible, so it is not Visible From The Road.

- (4) Each propane tank must be not Visible from a Neighboring Lot and may be buried underground on the Lot where it is to be used, provided that it can be refilled without damaging the Lot or neighboring Lots.
- (5) Above-ground pools are prohibited. All pools must be fenced.
- (6) No soil may be removed from the Subdivision without the consent of the ARC.
- (7) All utilities serving each Lot, including but not limited to, electric, telephone lines, cable television lines, and propane gas and natural gas pipelines shall be buried underground. Any items above ground such as transformers, metering devices or vents shall be enclosed, designed, screened and located as required or approved by the ARC in such a manner as to minimize visibility by the public. Poles and overhead lines in existence in July 2024 may remain.
- (8) The construction of all dwellings and other Improvements must be completed within 18 months after commencement of construction.

8.3. Miscellaneous Construction Requirements. Unless otherwise determined by the ARC, the following shall apply to all construction within the Subdivision:

- (1) The Owner shall cause its general contractor, for each jobsite, to be responsible for controlling dust and noise, including loud music from that jobsite, and must provide containers for collection of construction waste.
- (2) No construction work on any Lot may occur from one hour after sunset until one hour before sunrise.
- (3) No blasting shall be done without the approval of the ARC, whose approval is conditioned upon an indemnification of the Association by the blasting contractor regarding damage from blasting.

8.4. Variances. Notwithstanding the foregoing, the ARC may give specific written permission to an Owner to vary from the provisions of this Article.

If any Improvement is constructed before all plans, specifications and other materials requested by the ARC have been delivered and then approved in writing by the ARC, then that Improvement may not be used or occupied and the ARC may impose fines not to exceed \$100 per day until the offending Improvement is brought into compliance or removed.

IX. Use Restrictions and Covenants for Lots

These restrictions and covenants are imposed for the benefit of the Owners and Developer.

9.1. Single-Family Residential Use. A Lot may only be used as a Single-Family Residence and must be devoted to and solely used by a Single Family. No commercial business, trade, or other nonresidential use may be conducted on any Lot; provided, however, home-based professions or businesses that do not generate additional traffic or cause nuisances within the Subdivision may be allowed. Residential Group Homes shall not be permitted, even though they may be considered a "single family" for other purposes, except as provided by law. Kennels or facilities for breeding dogs and cats for the sale of their offspring is not a single-family residential use and is prohibited.

- (1) Prohibition on Multi-Family Uses. Unless otherwise approved by the ARC, no Lot may be used and no dwelling, structure or other Improvement may be placed on a Lot for use as anything other than a Single-Family Residence (i. e., multi-family residence). This prohibition includes duplexes, apartments, and any other use not specifically authorized in this Declaration. Group homes, half-way houses, assisted living facilities or other similar facilities are prohibited within the Property, except as provided by law. This prohibition is not intended to prevent the construction and use of guest quarters over a garage and similar structures, which may not be rented out.
- (2) Prohibition on Pre-fab and Modular Homes. No modular, pre-fabricated or other similar structures may be placed, located, anchored or otherwise used on any Lot as a residence.

9.2. Leasing and Rental. Other than by the Developer (and its Affiliates), no Lot, dwelling or Improvement thereon may be leased, subleased or rented for less than 15 days, if permitted by local zoning regulations.

9.3. Animals. No animals, fowl, or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any Lot or within the Subdivision, and then only if they are kept solely as pets and not for commercial purposes. The Rules may establish guidelines and restrictions upon the methods for keeping animals to include leashes, containment, unacceptable breeds and species, maximum size of animals and quantity, care and use. Pigs (including pet pigs) and hogs, horses, cattle, and wild animals are strictly prohibited. Commercial kennels for breeding or boarding animals are prohibited.

The Board may remove any animal from the Subdivision that makes an unreasonable amount of noise or becomes a nuisance or repeatedly shows aggressive behavior toward people or pets.

Upon the written request of an Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, a particular animal is a generally recognized house pet, vicious, a nuisance, or whether the number of animals on any property is reasonable.

Decisions rendered by the Board shall be enforceable as other restrictions contained herein. Animals may not run loose or un-leashed within the Subdivision.

9.4. Parking. The Rules may establish parking and no-parking areas along the Roads and may limit the number and type of vehicles kept or parked within a Lot.

9.5. Outside Lighting. Subject to ARC approval, spotlights, floodlights, or similar high intensity lighting must be designed, located and constructed so as to minimize glare on other residences and to be downward facing. The Board may cause lights to be redirected or eliminated, if it determines such action is advisable.

9.6. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot or other property within the Subdivision except in covered containers of a standard type approved by the ARC, located within areas screened so that they are not Visible From The Road. Containers must be maintained so that they are not Visible From Neighboring Lot except during collection and then, only for the shortest time reasonably necessary to effect the collection. No incinerators shall be kept or maintained on any Lot.

9.7. Signs. No Owner (other than the Developer) will allow any signs to be displayed on their Lot except as approved by the Board and ARC; provided that traditional "for sale" signs smaller than six square feet may be displayed on a Lot while it is for sale.

9.8. Play Equipment. Play equipment that is Visible From the Road must be kept neat and orderly. Permanent play areas or structures must be submitted to the ARC for approval.

9.9. Clothes Drying Facilities. Outside clothes lines or other outside drying facilities shall not be erected, placed or maintained on any Lot unless they are erected, placed or maintained exclusively within an area not Visible From Neighboring Lot or approved by the ARC.

9.10. Tree Trimming. No Owner may trim, prune or otherwise cut down any tree, shrub or bush within the right-of-way of a Road without the pre-approval of the Developer and/or the ARC.

9.11. Landscaping and Lawns. Owners (other than the Developer) of improved Lots shall keep and maintain the lawn, shrubs, trees, and plantings thereon watered, trimmed, cultivated, and free of weeds and unsightly material. Owners (other than the Developer) of unimproved (i.e. vacant) Lots shall mow, maintain and otherwise keep the Lot from becoming unsightly. All Owners shall keep their Lots free of debris and trash, and shall not allow or permit any waste to be dumped or accumulated thereon. If the ARC or Board determines that an Owner is in violation of this Section, then after 30-days' written notice, the ARC, Board, or their agents may enter that Lot and take all reasonable action to

remedy the violation. Any costs or expenses incurred in connection therewith, shall be payable to the Association by that Owner upon demand, and shall be deemed a Special Assessment against that Owner and Lot.

9.12. Motor Vehicles. Motor vehicles shall be used, stored and operated in accordance with the following:

- (1) No mobile or motor home, trailer, vehicle in disrepair, truck larger than 1 ton, camper, boat, or any vehicle which the Board determines is unsightly may be parked, kept, maintained, constructed, reconstructed or repaired between the hours of 12:00 midnight and 5:00 a.m., upon any Lot where it is Visible From the Road. This Section shall not apply to the Developer, emergency vehicles, or temporary construction shelters or storage facilities approved by the ARC used in connection with the construction of an Improvement. Notwithstanding the foregoing, Owners and their guests may park a motor home, camper or other similar vehicle on their Lot for up to seven days in any 30-day period provided that vehicle is well maintained.
- (2) If the Board determines that any motor vehicle is creating loud or annoying noises by virtue of its operation within the Subdivision, then upon notice to that Owner or operator, the Board may prohibit the operation thereof within the Subdivision.
- (3) Commercial vehicles shall not be permitted to park in the Subdivision in a manner to be Visible From the Road except as necessary for loading and unloading; provided, however, that an Owner or a tenant of an Owner may park one such vehicle if used in the Owner's or Tenant's employment.
- (4) Horse trailers and other farm equipment may be stored so to be Not Visible From a Neighboring Lot.
- (5) The Board may establish additional guidelines for parking and storage of motor vehicles and operation of utility vehicles, four-wheelers, and side-by-sides.

9.13. Machinery and Equipment. No machinery or equipment of any kind shall be stored, parked, used or maintained within the Subdivision except that:

- (1) Equipment, including farm implements, and horse trailers may be stored in a structure approved by the ARC so that it is not Visible From Neighboring Lot;
- (2) A builder or contractor constructing Improvements for an Owner may use machinery and equipment as is usual and customary in connection with that construction, provided that the machinery and equipment is actively being used by the builder or contractor, and when it is not being used, is stored or placed in an area approved by the ARC; and
- (3) Lot Owners may keep tractors and mowers and other farm implements used for landscape maintenance.

9.14. Temporary Structures. No trailer, incomplete building, tent, shack, garage, nor temporary building or structure of any kind shall be used at any time for a residence within the Subdivision. The ARC may allow temporary structures used during the construction of approved Improvements. All such structures must be removed immediately after the completion of construction of the associated Improvement. As long as the Developer owns a Lot, the Developer may place temporary structures on Lots to use in the management, marketing, leasing, sales or construction of the Subdivision.

9.15. Sales and Construction Office. Notwithstanding anything herein, while Developer owns at least one Lot in the Subdivision, the Developer and its agents may erect signs and banners, establish temporary sales offices, construction offices and model homes in the Subdivision and may permit builders and real estate agents to establish the same.

9.16. Nuisances, Fireworks and Firearms. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors shall be permitted to arise therefrom so as to render any such Lot or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices louder than 80 decibels, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot. The Developer or the Board in its sole discretion shall have the right to determine the existence of any nuisance and for the purposes of this Declaration such determination shall be conclusive.

The discharge of noise-making fireworks within the Subdivision is prohibited except July 1 through July 4, and permitted only between the hours of 10 a.m. and 10 p.m. on those days.

Discharge of firearms is prohibited within the Subdivision except in defense of persons or property.

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

9.18. Restriction on Further Subdivision. Subject to Article XI, no Lot within the Subdivision shall be subdivided by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, other than the Developer, without the prior written approval of the Developer. Adjustment of Lot lines is not re-subdivision unless the result is to create additional lots.

9.19. Remedies. If an Owner (or guest, invitee, licensee, tenant, family member, builder, contractor, agent or employee thereof) violates, or permits to be violated, any of the provisions set forth in this Declaration, the Developer or the Board may deliver to that Owner a written Notice of Violation. The Notice of Violation shall set forth the nature of the violation and shall request that the violation be terminated or remedied within a reasonable time. If, after a reasonable time has elapsed from the date of the Notice of Violation, the violation has not been terminated by the Owner, the Board may pursue and affect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of the violation. This authority shall include the power to (a) employ laborers to enter upon any Lot and/or property of the Owner for the purpose of removing, fixing and terminating the violation (or its cause) and (b) file appropriate injunctive relief (the cost of which, whether successful or not, shall be paid by the Owner, including reasonable attorney fees, suit expenses and court costs). If, by virtue of the exercise of the authority granted herein, the Board shall incur expenses in connection with the process of removing and terminating the violation, the Association may enforce collection therefor in the same manner as if those costs were a Special Assessment and shall have all powers and rights to collect as set forth in this Declaration. For purposes of administering this Section, the determination of whether a violation has been, or is being, committed and the determination of what time period constitutes a reasonable time allowable for voluntary termination, shall be made by the Board after taking into consideration the facts and circumstances surrounding the particular violative situation, condition or occurrence.

X. General Provisions

10.1 Remedies Cumulative. The Developer, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration as modified and amended. Failure by the Developer, the Association or any Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter. The Developer or the Association at the discretion of its Board, may seek to enforce the provisions of this Declaration, the Bylaws, and the Rules by any lawful means, including but not limited to imposition of reasonable fines, seeking mandatory or prohibitory injunctive relief, declaratory relief, and monetary damages, and any other legal or equitable remedy. In any such litigation, the prevailing party is entitled to the award of reasonable attorney fees and its costs. The Developer and the Association's Board are also authorized to use mediation as a method of resolving disputes and to negotiate and enter into compromises and settlements.

10.3. Violations and Nuisance. Any violation of any state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within Pierre's Riverpointe is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be Nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Developer, the Association, or any Owner or Owners of Lots within the Subdivision. However, any other provision to the contrary notwithstanding, only the Developer, the Association, the Board, or duly authorized agents of any of them, may enforce by self-help any of the provisions of this Declaration.

10.4. Additional Remedies. If an Owner violates the provisions of Article VII or VIII , the ARC may: (i) place a \$1,000 Assessment on the applicable Lot; (ii) prohibit any further construction on the Lot until the violation or default is cured; (iii) retract its approval of any or all Plans, materials and specifications, and require them to be resubmitted; (iv) assess an additional \$1,000 each 30 days until the violation or default is cured; and (v) take any other action that the Board might take to enforce the provisions of this Declaration.

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

10.6. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property for 30 years from the date this Declaration is recorded, and unless otherwise determined by at least 75% of the votes of all Members (with one vote per lot) shall automatically extend for successive periods of ten years. This Declaration may only be amended by:

- (1) The Developer at any time in the exercise its development rights described in Article XI;
- (2) The Developer for any reason within 10 years from the date of recordation, with respect to the Common Areas and with respect to Lots that the Developer owns;
- (3) The Members in a recordable writing executed by the Developer and Members representing at least 75% of all votes in the Association; or
- (4) The Developer or Board to correct scrivener's errors or to cause this Declaration or any term or condition herein to be in compliance with applicable law.

An amendment shall be effective when it is recorded in the Christian County Recorder's Office.

10.7. Delivery of Notices and Documents. Any written notice required herein may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered five days after the item is deposited in the United States mail with postage prepaid and addressed as follows:

- (1) If to the Association (if created), to the Registered Agent of the Association at its registered office.
- (2) If to an Owner or their builder, to the address of any Lot owned, in whole or in part, to the address shown on the records of the Christian County Assessor, unless Owner has provided another address in writing to Developer or the Association (if it has been created).
- (3) If to Developer or the ARC (unless the Association has been created at which time notices to the ARC shall be sent to the Association's Registered Agent), to the Developer's Registered Agent at its registered office.

Provided, however, that any such address may be changed at any time by the party concerned by furnishing a written notice of change of address to the Association (if created) and to the Developer.

10.8. Applicability of this Declaration. By acceptance of a deed or by acquiring any ownership interest in any Lot or other portion of the Property, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, to the covenants, conditions, Rules now or hereafter imposed by this Declaration and any amendments thereto.

XI. Reservation of Development Rights

The Developer may develop the Subdivision in phases, add additional real property to the Subdivision and supplement or modify this Declaration with additional covenants, conditions and restrictions as may be appropriate. The Developer may remove Lots from the Subdivision (and the restrictions herein) and may supplement or modify this Declaration with additional covenants, conditions and restrictions as may be appropriate. The Developer hereby reserves the right to further subdivide any Lot that the Developer owns and to extend roads through Lots that the Developer owns; however, no Lots may be smaller than three acres. The Developer's sale and conveyance of Lots is subject to this Declaration, as modified and amended. This Declaration is in furtherance of a general plan for the Subdivision, and the improvement and sale thereof.

The Developer may relinquish its special rights of control of the Association and exemption from some of the restrictions of this Declaration by recording a document in the office of the Christian County Recorder so stating.

The undersigned member of Developer executed this Declaration, as authorized by all the members.

Pierre's Premier Properties, LLC, Missouri limited liability company

By _____

Brian LeQue, Manager and Member

STATE OF MISSOURI , COUNTY OF _____

Acknowledgment

On this ____day of _____, 2023, before me personally appeared **Brian LeQue**, to me personally known, who being duly sworn, did say that he is the authorized member of **Pierre's Premier Properties, LLC**, a Missouri limited liability company (the "Company"), that the foregoing instrument was signed by him on behalf of the Company by authority of its Members and its operating agreement and that **Brian LeQue** acknowledged said instrument to be the free act and deed of the Company.

Notary Public