

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Please see the Secretary for a copy of the legal description.

## ARTICLE I DEFINITIONS

**Section 1.** "Association" shall mean and refer to the RAINTREE LAKE PROPERTY OWNERS ASSOCIATION, its successors and assigns.

**Section 2.** "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 3.** "Common Area" shall mean all real property owned or leased by the Association for the common use and enjoyment of the Members of the Association.

**Section 4.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat relating to the Properties excepting the Common Area, Developer Owned Acreage, and land devoted to use by Multi-Family Residential or Commercial Units.

**Section 5.** "Developer Owned Acreage" Shall mean land lying within the heretofore described Properties which is owned by the Developer which has not been subdivided into Lots or developed into Multi-Family Residential or Commercial Units, including the Common Area and other land improved by the construction of lakes, dams, parks and clubs thereon.

**Section 6.** "Multi-Family Residential Units" shall mean occupied living units situated in a duplex, apartment, townhouse or other structure which affords residential living space for more than one family on land located within the Properties, whether such units are owned or leased by the Occupant. For purpose of this instrument Multi-Family Residential floor space which is constructed for sale pursuant to the Condominium Property Act, Chapter 448, Revised Statutes of Missouri 1969, shall be considered occupied when it is conveyed by the builder to the first Owner who takes title under the act; the actual occupancy of such units shall not be material. Multi-Family Units which are constructed for rental, and to which title to one or more buildings is retained by a single landlord, shall be considered occupied only when a valid lease to such premises is in effect.

**Section 7.** "Commercial Units" shall mean occupied premises upon which commercial business operations are conducted, without regard for whether such unit is owned or leased by the Occupant, on land located within the Properties. For purposes of this instrument commercial buildings shall be considered occupied only when business activity is actually being conducted on the premises or a valid lease to such premises is in effect between the Owner and some other individual or entity.

**Section 8.** "Member" shall mean and refer to every person or entity who holds membership in the Association pursuant to Article III of this Declaration.

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

**Section 10.** "Declarant" shall mean and refer to RAINTREE LAKE DEVELOPMENT CORPORATION, a Missouri corporation, and its successors and assigns.

**Section 11.** "Developer" shall refer to RAINTREE LAKE DEVELOPMENT CORPORATION, a Missouri corporation, and its successors and assigns.

**Section 12.** "Parcel" shall mean and refer to all platted portions of the Properties consisting of one or more Lots or Multi-Family Residential or Commercial Units which are subject to the same Supplementary Declaration.

**Section 13.** "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Declarant or Developer which contains such complementary provisions in relation to a Parcel as are authorized herein and required for the general welfare of Owners and Occupants of Lots or units within the Parcel.

## ARTICLE II ANNEXATION OF ADDITIONAL PROPERTIES

**Section 1. Annexation by the Membership.** Annexation of additional property to be made subject to these restrictions will require the assent of two-thirds (2/3) of all votes cast without regard to class at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of Members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-third (1/3) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that the requisite number of votes are not represented, in person or by proxy, Members not present may give their written assent to the action taken thereat.

**Section 2. Annexation by the Developer.** The foregoing notwithstanding, if within 10 years of the date of incorporation of the Association the Developer should develop additional lands within the immediate vicinity of, and contiguous to, or immediately

adjacent to a public road or area which is contiguous to, the heretofore described land subject to this Declaration, such additional lands may be annexed to said Properties without the assent of any Member other than the Developer.

### **ARTICLE III MEMBERSHIP**

Every person or entity that is a record Owner of a fee or undivided fee interest in any Lot or of land where Multi-Family Residential or Commercial Units are located, or of Developer Owned Acreage, which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot or other land which is subject to assessment by the Association and within the foregoing definition. Ownership of such Lot or other land shall be the sole qualification for membership.

### **ARTICLE IV VOTING RIGHTS**

The Association shall be three (3) classes of voting membership:

**Class A.** Class A Members shall be all Owners of Single-Family Residential Lots, with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot, except as hereinafter provided for Class C voting rights.

**Class B.** Class B Members shall be all persons or entities owning land upon which Multi-Family Residential Units or Commercial Units have been developed. Class B Members shall be entitled to one vote for each Multi-Family Residential Unit and one vote for each 5000 square feet or major fraction thereof of floor space in Commercial Units located upon land in which they hold the interest required for membership in Article III.

**Class C.** The Class C Member shall be the Developer. The Class C Member shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Article III. The Class C Member shall be entitled to three (3) votes for each 5000 square feet, or major fraction thereof of developed Multi-Family Residential or Commercial floor space comprising units upon land in which Developer holds the interest required for membership by Article III. The Class C Membership shall cease to be converted to Class A or Class B membership, as appropriate, on the happening of either of the following events, whichever occurs earlier;

- a) When the total outstanding in the Class A Membership and the Class B Membership equal the total votes outstanding in the Class C Membership, or
- b) On January 1, 1994.

*Class C amended by Developer May 21, 1984*

### **ARTICLE V PROPERTY RIGHTS**

**Section 1. Members Easement of Enjoyment.** Every Member shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every assessed Lot or other tract of land, excepting unimproved acreage not owned by the Developer, subject to the following provisions:

- a) The right of the Association to limit the number of guests of Members, other than the Developer;
- b) The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Area;
- c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder unless and until such time as any mortgage shall be foreclosed in accordance with the laws of the State of Missouri, in which case the relative interests of the parties shall be controlled by such laws;
- d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a Member for any period during which an assessment against his Lot remains unpaid; and for a period not to exceed 90 days for any infraction of its published rules and regulations;
- e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer, other than the dedication of a utilities easement, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of all eligible votes in each class under the provisions of Article IV has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than 30 days nor more than 60 days in advance;
- f) The right of the Association to make reasonable rules and regulations and impose reasonable restrictions upon such use and enjoyment for the benefit of all Members, their guests and assigns;

- g) The right of the Developer by Supplementary Declaration to limit access to, or membership in, club houses and clubs by class of property ownership or parcel. Such power to limit membership and access being, however, specifically limited to club houses and clubs;
- h) The rights of the mortgagee under any deed of trust of record at the time this instrument is filed to foreclose pursuant to Missouri law free of the rights of Members of the Association herein created.

**Section 2. Delegation of Use.** Any Member may delegate, in accordance with the By-Laws, his right to enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers.

**Section 3. Title to the Common Area.** The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, subject to existing encumbrances and liens, upon demand by the Board of Directors of the Association, or at such time as the Declarant may wish to make, and the Board of Directors wishes to accept, such a conveyance.

## ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot and all other land owned within the Properties, hereby covenants, and each Owner of any Lot or other land upon which Multi-Family Residential Units or Commercial Units have been developed, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree, effective January 1, 1975, to pay to the Association: (1) annual assessments or charges, and (2) special assessments for maintenance and capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided, and (3) annual or special parcel assessments or charges which shall be established and collected as provided herein and in Supplementary Declarations recorded pursuant hereto. The annual, special and parcel assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessments.**

- a) **Annual Assessments.** The annual assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties, and in particular for the improvements and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the buildings situated upon the Properties, and for any other purpose which is necessary or desirable for the maintenance and improvement of the Properties and Common Area or which is to be of general benefit to the Owners and Occupants.
- b) **Special Maintenance Assessments.** Special assessments may be imposed by the Board of Directors upon any Lot or other land upon which Multi-Family Residential or Commercial Units are located, for the purpose of maintaining the exterior appearance thereof if the Owner shall have failed or refused to do so, including but not limited to mowing and cleaning of unsightly brush and debris, painting, repairing, replacing and caring for roofs, gutters, downspouts, and exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements necessary to keep the Owner's property from deteriorating or becoming unsightly. For the purpose solely of performing the exterior maintenance authorized by this paragraph, representatives of the Association and its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot, unit or other property at reasonable hours on any day except Sunday.
- c) **Special Assessments for Capital Improvements.** In addition to the foregoing, the Association may levy in any assessment year uniform special assessments against Lots, units and acreage, by category, applicable to that year and not more than the next two succeeding years, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, providing that any such assessment shall have the assent of the Class C Member and be approved by two-thirds (2/3) vote of Class A and B Members present and voting in person or by proxy at a regular or special membership meeting.

**Section 3. Parcel Assessments.**

- a) **Purpose of Assessment.** Annual Parcel assessments shall be used for such purposes as are authorized by the Supplementary Declaration for each Parcel.
- b) **Method of Assessment.** The annual assessment for each Parcel shall be levied by the Association against Lots or units in a Parcel, using the basis set forth in the Supplementary Declaration for the given Parcel, and collected and disbursed by the Association. The Board of Directors, in accordance with each Supplemental Declaration, shall fix the annual Parcel assessment for each Parcel and the date(s) such assessments become due.
- c) **Special Parcel Assessments for Capital Improvement.** In addition to the annual Parcel assessments authorized above, the Association may levy in any assessment year a special assessment against the Lots of a Parcel for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Parcel, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds

(2/3) of the Class A and B votes relating to Lots or units in the Parcel cast in person or by proxy at a meeting of Class A and B Members owning Lots or units within the Parcel.

**Section 4. Maximum Annual Assessment.** Beginning January 1, 1975, and until January 1, 1978, the maximum annual assessment, as determined by the Board of Directors of the Association, shall be One hundred Eighty Dollars (\$180.00) for each Lot, One Hundred Sixty Dollars (\$160.00) for each Commercial Unit, One Hundred Twenty Dollars (\$120.00) for each Multi-Family Residential Unit, and Twenty-Five Dollars (\$25.00) per acre (and major fraction thereof) for each acre of undeveloped and unplatted land not owned by the Developer; provided, however, that assessments for all Lots, units and land owned by the Class C Member, as defined by Article IV, shall be assessed separately from other Lots, units, and land, as may be reasonably necessary to provide for the care, maintenance and welfare thereof, without regard to the foregoing maximum annual assessments and without regard to the assessments imposed against other Lots, units and land.

- a) From and after January 1, 1978, the maximum annual assessment in each of the heretofore enumerated categories may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.
- b) From and after January 1, 1978, the maximum annual assessment for any or all categories may be increased without regard to the Consumer Price index formula by a vote of the Members for the next succeeding year, and at the end of each such period of one year, for each succeeding year, provided that any such change shall have the assent of a majority of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at any amount not in excess of the maximum, provided, however, the actual assessments for each of the heretofore identified categories must bear the same ratio to the assessments imposed in other categories as the maximum annual assessment for each such category bears to the maximum annual assessments for other categories.

**Section 5. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate within all categories of Lots, units and land, and may be collected on a monthly basis.

**Section 6. Quorum for any Action Authorized under Sections 2 and 4.** At a first meeting called, as provided in Sections 2 (c) and 4 (b) hereof, the presence at the meeting of Members or of proxies entitled to cast sixty per cent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 2 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence as to all Lots, units and other land heretofore enumerated on January 1, 1975, or on the first day of the month following the conveyance of such Lots, the occupancy of Multi-Family Residential or Commercial Units, and the conveyance of undeveloped and unplatted acreage not owned by the Developer, whichever occurs last. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot, unit or tract of land at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, which may require payments on a monthly basis. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot, unit or tract have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight per cent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot or other property.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot or land shall not affect the assessment lien. However, the sale or transfer of any Lot or land which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or land from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 10. Exempt Property.** The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all property dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Missouri. However, no land or improvements devoted in whole or part to Dwelling, Multi-Family Residences or Commercial use shall be exempt from said assessment.

## **ARTICLE VII ARCHITECTURAL CONTROL**

**Section 1. The Architectural Review Board.** An Architectural Review Board consisting of three or more persons shall be appointed by the Class C Member. At such time as the Class C membership shall cease to exist, the Board shall be appointed by the Board of Directors.

**Section 2. Purpose.** The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Properties and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

**Section 3. Conditions.** No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Developer to an Owner shall be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Architectural Review Board.

**Section 4. Procedures.** In the event the Board fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal any adverse Architectural Review Board decision to the Board of Directors, which may reverse or modify such decision by a two-thirds (2/3) vote of directors.

**Section 5. Exceptions to Use Restriction.** The Architectural Review Board shall have the power to make variations, alterations and changes in the restrictions set forth in Articles VIII and IX of this Declaration and similar Articles in Supplementary Declarations, where the Board is specifically given such power in such Supplementary Declarations, as to any Lots, units, or land, provided the same is accomplished for the mutual benefit of the applicant Owner and the Owners of surrounding Lots, units and land. Any decision of the Architectural Review Board in relation to any exception authorized by this Section may be appealed to the Board of Directors of the Association, which may reverse or modify such decision by a two-thirds (2/3) vote of the directors.

## **ARTICLE VIII GENERAL USE RESTRICTIONS**

All of the existing property and all additional lands which shall be subject to this Declaration under Article II above shall be subject to the following use restrictions:

**Section 1. Compliance with Laws and Restrictions.** No Lot or land may be improved, used or occupied for purposes other than as provided by applicable zoning laws and restrictions filed of record in relation thereto.

**Section 2. Uncompleted Structures.** No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months. No building shall be occupied until the exterior shall have been completed, nor until the landscaping as approved by the Architectural Review Board shall have been completed or other arrangements for completion shall have been approved by the Architectural Review Board.

**Section 3. Area and Width.** No residential structure shall be erected on any building plot, which plot has a minimum lot width and size less than that shown on the recorded plat.

**Section 4. Easements.** Easements for installation and maintenance of utilities and drainage facilities are and will be reserved by Developer as shown on the recorded plats of said land. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and tract of land and all improvements in it shall be maintained continuously by the Owner of the land, except for those improvements for which a public authority or utility company is responsible.

**Section 5. Nuisances.** No noxious or offensive activity shall be carried on upon any portion of the Properties, 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 tract, unless authorized by the Developer, Architectural Review Board or other governmental or community authority.

**Section 6. Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, or on any other property as a Multi-family Residential or Commercial Unit.

**Section 7. Animals.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or other tract of land, except that dogs, cats or other household pets may be kept in residential areas, provided that they are not kept, bred or maintained for any commercial purposes, and except one horse may be kept for non-commercial purposes on any 40,000 square feet or larger Lot.

**Section 8. Garbage and Refuse.** No Lot or other tract of land shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, kept in a clean and sanitary condition, and housed and screened as specified by the Architectural Review Board.

**Section 9. Parking or Motor Vehicles Boats and Trailers.** No trucks or commercial vehicles, boats or other similar water-borne vehicles, house trailers, boat trailers, trailers of every other description, campers or camping units shall be permitted to be parked or to be stored on any Lot or other tract of land used for residential purposes unless they are parked or stored in an enclosed garage or in such other enclosure approved by the Architectural Review Board, except only during periods of approved construction on the land.

**Section 10. Utilities.** Water, gas, electricity, telephone and other utilities shall be located underground on each residential Lot and other tracts of land, except perimeter Lots and tracts.

**Section 11. New Construction.** All residences and other buildings shall be of initially new construction. No building shall be moved onto any Lot or other tract of land.

**Section 12. Signs.** No signs advertising the sale or rental of any Lot or other land, whether or not improved, located within the Properties shall be erected except those which shall be furnished or approved by the Developer of not more than five (5) square feet in area advertising new buildings for sale or rental by the builder of Single-Family Residential Homes or the developer of Multi-Family Residential or Commercial Units. No other signs of any type whatsoever may be placed or erected on residential property. Signs appropriate to the use thereof, anything to the contrary herein notwithstanding, may be placed or erected on Commercial Units following occupancy and approval by the Architectural Review Board.

## ARTICLE IX

### ADDITIONAL USE RESTRICTIONS APPLICABLE TO RESIDENTIAL LOTS

All Lots, as heretofore defined, located within the existing Properties or additional lands which shall be subject to this Declaration under Article II above shall be subject to the following use restrictions in addition to those contained in Article VIII, next above:

**Section 1. Land Use.** None of said Lots may be improved, used or occupied for other than private residence purposes (except for model homes used by the Developer or commercial builders) and no flat or apartment house, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any of said Lots shall be designed and used for occupancy by a single family.

**Section 2. Height Limitation.** Any residence erected on any of said Lots shall not be more than two (2) levels in height, above ground, provided that a residence more than two (2) stories in height may be erected on any of said Lots with the written consent of the Architectural Review Board.

**Section 3. Minimum Size Requirements.** Any residence consisting of a single level above ground level shall contain a minimum of 1200 square feet of enclosed floor area. If, however, a single level residence shall contain a basement garage, the minimum enclosed floor area shall be 1400 square feet. Any residence consisting of two levels above ground level shall contain a minimum of 800 square feet of enclosed floor on the first level above ground level and an overall minimum of 1400 square feet of enclosed floor area in the two levels above ground level. Any residence consisting of a level or part of a level below ground level with garage beneath a part of the living area, sometimes referred to as a "split-level" or a "split foyer", shall have a minimum of 1200 square feet of total enclosed floor area on the level above the ground level and above the garage. It shall have an additional 250 square feet of enclosed floor area either above or below the principal living area, for a total minimum enclosed floor area of 1450 square feet. The words "enclosed floor area" as used herein shall mean and include areas of the residence enclosed and finished for all year occupancy, computed on outside measurements of the residence, and shall not mean or include any patio areas, basements, garages, carports, porches or attics. A residence containing less than the minimum enclosed floor area provided herein may be erected on any of said lots with the written consent of the Architectural Review Board, it being intended that the foregoing shall serve as a guide for the Board's consideration.

*Amended May 21, 1984*

**Section 4. Building Lines.** No part of any residence shall be located on any Lot nearer to the front street or the side street than is the front building line or the side building line shown on the recorded plat. However, a residence or part of any residence may be located on any Lot nearer than the said building line shown upon said plat with the written consent of the Architectural Review Board.

**Section 5. Garages.** Each residence shall have an attached or basement private garage for not less than two nor more than three cars, provided, however, that the use of a two- or three-car carport instead of a garage shall be permitted if the minimum ground level enclosed floor area of the residence shall be 1200 square feet. The driveway on each Lot shall contain sufficient paved area for the off-street parking of at least two cars. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street.

**Section 6. Signs.** No signs of any kind shall be displayed to public view on any Lot except one professional sign of not more than one square foot or a sign which meets the specifications enumerated in Article VIII, Section 12, hereof.

**Section 7. Parking of Motor Vehicles, Boat and Trailers.** No trucks or commercial vehicles, boats, or other similar water-borne vehicles, house trailers, boat trailers, trailers of every other description, campers or camping units shall be permitted to be parked or to be stored on any Lot, nor shall any inoperative vehicle of any type be parked or stored on any Lot for more than 72 hours unless they are parked or stored in an enclosed garage or in such other enclosure approved by the Architectural Review Board, except only during periods of approved construction on the Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.

**Section 8. Antennas and Towers.** No antenna or tower shall be erected upon any Lot, unless with the prior written approval of the Architectural Review Board.

**Section 9. No Commercial Activities.** No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the carrying on of promotional activities by the Developer.

**Section 10. Elevation.** No building shall be constructed with its ground level below an elevation of 962 feet above sea level.

**Section 11. Sewers.** Lots with an area of 15,000 square feet or more may install a private sewer system or septic tank on an interim basis pending completion of a public sewer disposal system. Said system or private sewer shall be disconnected and the lateral lines connected to the public sewer system within one year from the date said public sewer system is operative.

## **ARTICLE X GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

**Section 3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot, unit or tract of land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by Members entitled to cast not less than ninety per cent (90%) of the total votes in the Association, without regard to class, and thereafter by an instrument signed by Members entitled to cast not less than seventy-five per cent (75%) of the total votes in the Association, without regard to class. Any amendment must be properly recorded.

**Section 4. Limitations.** As long as there is a Class C membership, the Association may not use its resources nor take a public position in opposition to the General Plan of Development or to changes thereto proposed by the Developer. Nothing in this section shall be construed to limit the rights of the members acting as individuals or in affiliation with other members or groups.

**Section 5. FHA/VA Approval.** As long as there is a Class C Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of Additional Properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions. *As Amended May 21, 1984.*

**Section 6.** The Common Area shall not be mortgaged or conveyed without the consent of at least two-thirds of the Class A and Class B membership. *As Amended 5/21/84.*

## **SUPPLEMENTAL COVENANTS FOR THE ESTATES LOTS**

**Article IX, Section 3**, of the Declaration, shall read as follows:

**Section 3. Minimum Size requirements.** Any residence consisting of a single level above ground level shall contain a minimum of 1800 square feet of enclosed floor area. If, however, a single level residence shall contain a basement garage, the minimum enclosed floor area shall be 2000 square feet. Any residence consisting of two levels above ground level shall contain a minimum of 1200 square feet of enclosed floor on the first level above ground level and an overall minimum of 2000 square feet of enclosed floor area in the two levels above ground level. Any residence consisting of a level or part of a level below ground level with garage beneath a part of the living area, sometimes referred to as a "split-level" or a "split foyer", shall have a minimum of 1800 square feet of total enclosed floor area on the level above ground level and above the garage. It shall have an additional 250 square feet of enclosed floor area either above or below the principal living area, for a total minimum enclosed floor area of 2050 square feet. The words "enclosed floor area" as used herein shall mean and include areas of the residence enclosed and finished for all year occupancy, computed on outside measurements of the residence, and shall not mean or include any patio areas, basements, garages, carports, porches or attics. A residence containing less than the minimum enclosed floor area provided herein may be erected on any said lots with the written consent of the Architectural Review Board, it being intended that the foregoing shall serve as a guide for the Board's consideration.

**Article IX, Section 5**, of the Declaration shall read as follows:

**Section 5. Garages.** Each residence shall have an attached or basement private garage for not less than two nor more than three cars, provided, however, that the use of a two- or three- car carport instead of a garage shall be permitted if the minimum ground level enclosed floor area of the residence shall be 1800 square feet; and provided, further, that no basement garages shall be permitted unless the residence shall have at least 2000 square feet of enclosed floor area. The driveway each lot shall contain sufficient paved area for the off-street parking of at least two cars. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting the street.

*Recorded June 1, 1995, Amended May 14, 1996*