

# Comparison of Original DCCRs to Proposed Updated DCCRs

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## **ARTICLE ONE: DEFINITIONS:**

**We added definitions for “Architectural Review Committee” and “Board of Directors.” “Design Guidelines,” “Dwelling” “Member in Good Standing” and “Officers” were not in the original definitions. We removed “Supplementary Declaration.”**

## **ARTICLE TWO: ANNEXATION OF ADDITIONAL PROPERTIES:**

***Proposed removal of this obsolete section – the Declarant no longer owns any lot.***

ANNEXATION OF ADDITIONAL PROPERTIES section 1. So long as Declarant continues to own any lot subject to this Declaration, whether originally included herein or subsequently annexed hereto, if the Declarant, alone or in conjunction with other parties, develops 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, or other land hereafter annexed to the heretofore described land, such additional lands may be annexed to said property (and the terms and conditions of this Declaration) by the execution by Declarant of a written annexation instrument and the recording of same.

Original Section 2. Following the conveyance by Declarant of all Lots subjected now or hereafter to this Declaration, any annexation of additional property to be made subject to this Declaration shall require the assent of two-thirds (2/3) of all Class A votes cast at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (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 the aforesaid 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-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (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.

## **ARTICLE THREE: ASSOCIATION MEMBERSHIP:**

**(now Article Two with the proposed removal of original Article Two)**

## **ARTICLE FOUR: VOTING RIGHTS:**

**(now Article Three)**

**The lawyer updated to make one class of voting members since the Developer is no longer involved.**

### **Original DCCRS:**

The Association shall have two classes of voting membership. Class A. Class A members shall be all Owners with the exception of the Declarant or its successors or assigns. Class A members shall be entitled to one (1) 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

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than one vote be cast with respect to any Lot. Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to five (5) votes for each Lot in .which it holds the interest required for membership by Article III. Class B membership may be converted to Class A membership, as to any Lots, at the option of Declarant, by delivery of a written notice to the President of the Association, and shall in any event cease to exist, and all Lots owned by the Declarant shall become the subject of Class A membership, on January 1, 2003.

### Proposed:

The Association shall have **one** class of voting membership. Members shall all be Owners. Members shall be entitled to one (1) 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. **“The Association may utilize an online platform to conduct a meeting of the Members and for Owners to cast a ballot on any question to be determined by the Owners; provided, however, the Association may not compel the use of such an online platform for voting. Any vote cast via such an online platform shall be deemed present for the purposes of determination of quorum.”**

### ARTICLE FIVE: POWERS AND DUTIES:

(Now Article Four)

**We updated the language, removed obsolete/unnecessary sections (ie: street cleaning – performed by the Developer but now by the City and “common ground” – now established) and added a section “to obtain insurance policies of sub-contractors as required by this Declaration or as the Board of Directors deems necessary or desirable.” We removed section 10 as it creates liability and additional costs for the Board and for homeowners.**

### Original DCCRs:

In addition to any and all powers, rights and privileges granted to a Missouri not-for-profit corporation, the Association shall have the following powers and duties whenever in the exercise of its discretion it may deem them necessary or advisable: (1) To enforce, in its own name, any covenants, conditions or restrictions which may now or may hereafter be imposed upon any of the Property. The expenses and costs of any such proceeding may be paid out of the general fund of the Association. (2) To maintain, plant, care for, spray, trim, protect and replant trees, grass, shrubs and other landscaping on all streets in public places in or near the Property, or in the common areas. (3) To provide and maintain such lights as the Association may deem advisable on the streets, areas dedicated to the public or for the use of this Association, gateways, entrances or other features. (4) To provide for cleaning of streets, gutters, catch basins, sidewalks and pedestrian ways, and for the repair and maintenance of storm water detention facilities and all appurtenant storm water drainage facilities. (5) To provide uniform rules and regulations for the collection of garbage and rubbish and for the disposal of such garbage and rubbish as is collected and to provide a uniform method for the collection and disposal of garbage and rubbish from the residences of the members. (6) To provide for the establishment, operation and maintenance of parks, playgrounds, community center, recreational facilities, gateways and entrances, fountains, streams, .all ornamental features and the equipment thereof on any land set aside for the general use of the public and the owners, or to which all such owners have access arid use thereof; and to provide for

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the maintenance of natural water courses within the Property. (7) To obtain liability insurance insuring the Association. (8) To obtain workers' compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the Association. (9) To obtain a standard fidelity bond covering all members of the board of directors of the Association and all other employees of the Association in an amount to be determined by the board of directors. (10) To mow, care for, and maintain, and to cut and remove weeds and grass from vacant property; to pick up and remove therefrom loose material, trash and rubbish of all kinds, and to do any other thing necessary or desirable in the judgment of the officers of said Association to keep such vacant and unimproved property neat in appearance and in good order. (11) To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be so used by it. To pay such taxes as may be assessed against any common area. To borrow money, to mortgage, pledge, deed in trust or hypothecate any or all its real or personal property as security for debts incurred or money borrowed. (12) To enter into such agreements with other Homes Associations, municipalities, political subdivisions, individuals and corporations in order to implement the purposes of the Association and to provide such improvements for the benefit of the owners and members of this Association within the purview of this Declaration.

### **Proposed:**

In addition to any and all powers, rights and privileges granted to a Missouri not-for-profit corporation, the Board of Directors shall have the following powers and duties whenever in the exercise of its discretion it may deem them necessary or advisable:

- 4.1. To enforce, in its own name in the Association's name, any covenants, conditions or restrictions which may now or may hereafter be imposed upon any Property. The expenses and costs of any such proceeding may be paid out of the general fund of the Association.
- 4.2. To provide for the maintenance, planting, care, spraying, trimming, protection and replanting of trees, grass, shrubs and other landscaping in public places or in the common areas.
- 4.3. To provide and maintain such lights as the Association may deem advisable on the streets, dedicated areas to the public or for the use of this Association, gateways, entrances or other features.
- 4.4. To provide uniform rules and regulations for the collection of garbage and rubbish and for the disposal of such garbage and rubbish as is collected and to provide a uniform method for the collection and disposal of garbage and rubbish from the residences of the members.
- 4.5. To obtain liability insurance insuring the Association.
- 4.6. To obtain workers' compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Directors of the Association.
- 4.7. To obtain a standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.
- 4.8. **To obtain insurance policies for sub-contractors as required by this Declaration or as the Board of Directors deems necessary or desirable.**
- 4.9. To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be so used by it. To pay such taxes as may be assessed against any common area. To borrow money, to mortgage, pledge, deed in trust or hypothecate any or all its real or personal property as security for debts incurred or money borrowed.
- 4.10. To enter into such agreements with other Homes Associations, municipalities, political subdivisions, individuals and corporations in order to implement the purposes of the Association and to provide such improvements for the benefit of the owners and members of this Association within the purview of this Declaration.

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## NEW ARTICLE: ARTICLE FIVE – INDEMNIFICATION:

We added this Article to protect the Board and its officers when no willfully negligent behavior was involved.

### Proposed:

**5.1. Indemnification.** To the fullest extent permitted by law, every Director and every Officer of the Association, and the members of the Architectural Review Committee shall be indemnified by the Association, and every other person serving as an employee, or direct agent of the Association, or on behalf of the Association as a member of a committee or otherwise, may in the discretion of the Board, be indemnified by the Association, against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon them in connection with any proceeding or any settlement thereof to which they may be a party, or in which they may become involved, by reason of their being or having served in such capacity on behalf of the Association, whether or not they are a Director, an Officer, or a member of the ARC, or serving in such other specified capacity at the time such expenses are incurred; provided, however, that prior to agreeing to any such indemnification, the Board shall determine, in good faith, that such Officer, director, member of the ARC or other person did not act, fail to act, or refuse to act willfully, fraudulently, criminally or with gross negligence in the performance of their duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such person may be entitled at law or otherwise.

**5.2. Non-liability of Officials.** To the fullest extent permitted by law, neither the Association President, any directors or Officer of the Association, any ARC member, nor any other members or committees of the Association shall be liable to any Association Member or any Owner, Occupant or other Person for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, inaction, omission, error, or negligence, made in good faith and believed to be within the scope of his duties.

## ARTICLE SIX: MAINTENANCE ASSESSMENTS:

The attorney updated Article Six to include late fees and attorney's fees when applicable. We changed the voting requirements to one class of voters (since the Declarant/Developer is no longer a voting member) and the percentage of votes to a Quorum to agree with the Bylaws (section three). Under Section seven, he included late fees to be collected on assessments not paid on time and attorney's fees and collection costs to be included if legal action is necessary. We added Section eight: RESERVES (no other changes were made and other section numbers changed to reflect the addition of section eight)

### Original DCCRs

Annual Assessments: Until January 1 of the year immediately following the conveyance by Declarant of the first Lot to an owner, the maximum annual assessment shall be Fifty and No/100 Dollars (\$50) per Lot. (a) From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an owner, the annual assessment may be increased in any year without a vote of the membership by an amount not in excess of Five percent (5%) of the prior year's maximum assessment. (b) From and after January 1 of the year immediately following the conveyance of the first Lot by

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Declarant to an owner, the maximum annual assessment may be increased above that allowed by the immediately preceding subparagraph by a vote of the Members for the next succeeding two (2) years and at the end of each such period of two (2) years, for each succeeding period of two (2) years, provided that any such change shall have the assent of two-thirds (2/3) 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) The board of directors of the Association shall fix the maximum annual assessment at an amount not in excess of that provided in subparagraph (a) above.

### **Proposed:**

6.3a. The annual assessment may be increased in any year without a vote of the membership by an amount not in excess of Five percent (5%) of the prior year's maximum assessment.

6.3b. The maximum annual assessment may be increased above that allowed by the immediately preceding subparagraph by a vote of the Members for the next succeeding two years and at the end of each such period of two years, for each succeeding period of two years, provided that any such change shall have the **assent of a quorum 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) The Board of Directors of the Association shall fix the maximum annual assessment at an amount not in excess of that provided in subparagraph (a) above.

### **Original Section Seven:**

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 thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of Ten percent (10%) per annum. 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.

### **Proposed Section 6.7:**

All assessments shall be due and payable annually. Any assessment not paid when due shall be delinquent, and **late fees** will be assessed. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. **A judgment or decree in any action brought under this Article shall include all costs, attorney's fees (including costs and fees incurred in executing the judgment) and other charges owed to the Association for the prevailing party.**

### **Proposed NEW Section 6.8:**

**RESERVES.** The responsibility of the Board shall be only to provide for such reserves as such Board in good faith deems reasonable, and neither the Association, the Board, nor any member thereof shall have any liability to the Association, any Owner or Member, with regard to the adequacy of such reserves.

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## ARTICLE SEVEN: ARCHITECTURAL CONTROL:

The attorney updated the language to remove the Declarant. We changed “board” to committee and updated the language to say “three members” rather than “three or more.” The section four title changed from “procedure” to “enforcement” and more clearly delineates the ability for the Architectural Review Committee (ARC) to approve a waiver to the Design Guidelines when certain conditions are met. We put the “appeal” process in section five. We added a sixty day timeline for the Board to respond to an appeal. We added Section six to reflect the ARC’s limits of liability.

### Original DCCRs:

Section 7.1. Conditions. No improvements, alterations, repairs, 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 Declarant to an owner shall be made or done without the prior approval of Declarant, so long as Declarant continues to own any Lot now or hereafter subjected to this Declaration. No building, fence, wall, swimming pool, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written consent of Declarant, so long as Declarant continues to own any Lot now or hereafter subjected to this Declaration.

**Proposed Section 7.1.** Conditions. No improvements, alterations, repairs, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon shall be made or done without the prior written approval of the Architectural Review Committee (ARC). No building, fence, wall, swimming pool, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written consent of the ARC.

*Original Section 7.2.* The Architectural Review Board. An Architectural Review Board consisting of three or more persons shall fulfill the functions of Declarant, as set forth in this Article VII at such time as the Declarant ceases to own any Lot now or hereafter subject to this Declaration or assigns or delegates such authority. Such Board shall be appointed by the board of Directors of the Association.

**Proposed: Section 7.2.** The Architectural Review Committee. The ARC shall fulfill the functions of Association as set forth in this Article VIII. Such Committee, of three persons, shall be appointed by the Board of Directors of the Association.

*Original Section 7.3.* Purpose. Declarant or the Architectural Review Board, as applicable, shall regulate the external design, appearance, use, location and maintenance of the Property 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.

**Proposed Section 7.3:** The ARC, as applicable, shall regulate the external design, appearance, use, location and maintenance of the Property and/or Dwelling 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, **and may allow for changes which reflect current and desirable architectural and design trends.**

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**PROPOSED NEW SECTION (7.4): Inspection Rights.** The Board (or ARC, or its authorized agent) shall have the right to periodically inspect the Exterior Alterations or New Construction for compliance with the Application and Documents. Access to the Lot shall be pre-arranged between the Board (or ARC) and Owner and not be unreasonably denied. Failure of an Owner to comply with this Section shall constitute a revocation of Approval subject to enforcement under these Documents.

**SECTION 5.** (Section 7.4 in the Original DCCR's) **We split the original "procedures" into "enforcement" 7.5 and "appeal" 7.6**

Original DCCRs:

Original Section 5. In the event Declarant or the Architectural Review Board, as applicable, 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 an 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 the Directors. No appeal may be taken from a decision of Declarant.

**Proposed 7.5. Enforcement.** The design guidelines are adopted and enforceable by the Board against any owner (Exhibit B). In the event the ARC, as applicable, 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 the adopted procedures, approval will be deemed granted. **In addition, the ARC shall approve a Waiver to any one or more of the Design Guidelines when:**

- 7.5a. an application for a Waiver, stating the applicable Design Guideline requested to be waived and the reason for such Waiver, has been formally submitted by an Owner to the ARC for review; and**
- 7.5b. the quality and character of the community is, and will be, upheld despite the Waiver's approval; or**
- 7.5c. the ARC shall fail to hold a requisite hearing on the Waiver application within thirty (30) days of the Waiver application's submittal date.**

**Proposed Section 7.6. Appeal.** An applicant may appeal an adverse ARC decision to the Board of Directors, which may reverse or modify such decision by a two-thirds vote of the Board of Directors. The Board shall render its decision to the applicant **no later than 60 days after the appeal is filed.**

**PROPOSED NEW SECTION: *This section protects the neighborhood by giving the HOA rights to remedy decisions/actions by a homeowner which may negatively impact the neighborhood.***

**7.7. Owner's Failure to Obtain Approval.** If an Alteration occurs without the written consent of the Association or ARC, such alteration shall constitute a per se violation of these Restrictions, and, if the Association files suit to enforce this Article, then the Owner agrees to enter into a judgment in favor of the Association and against the Owner whereby the Owner agrees: (1) to restore the Lot to its condition prior to the unauthorized Alteration, (2) make payment of all attorney's fees and costs actually incurred by the Association, (3) make payment of any outstanding fines (including late fees and interest), and (4) if the Court finds that the Owner knowingly commenced the Alteration without approval or in contravention of the process provided in this Article 7, the Court shall award punitive damages. Further, the Owner acknowledges, understands and agrees to waive all defenses including the validity of any

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provision of the DCCRs, waiver, changed circumstances, authority of the Association to bring suit and enforce the DCCRs, or that the Board (or ARC) applied such provisions in an arbitrary, capricious or discriminatory manner.

## **PROPOSED NEW SECTION**

7.8. ***Limits of Liability.*** By its approval of plans and specifications, the ARC and Board shall not be deemed to have warranted or approved plans for engineering design safety, or for compliance with zoning, health and building ordinances; by approving such plans and specifications neither the ARC, the members thereof, the Association, the Board of Directors or its Officer assumes any liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. Neither the ARC, any member thereof, the Association, the Board of Directors, nor its Officer, shall be liable to any Owner or other person for any damage, loss or prejudice suffered or claimed on account of:

7.8a. the approval or disapproval of any plans, drawings, specifications, whether or not defective;

7.8b. the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; or

7.8c. any property within the Association.

## **ARTICLE EIGHT: USE RESTRICTIONS:**

**We updated this section to reflect life in the 21<sup>st</sup> Century, working from home and changing laws. To improve flow, we moved some former “sections” into “sub-sections,” so you may notice that numbering changes in places but does not affect the content unless notated in BOLD. We updated rental and lease restrictions to protect homeowners.**

### ***Original DCCRs:***

Section 1. ***Use of Land.*** None of said Lots 1 through 77, LAKE RIDGE MEADOWS, may be improved, used or occupied for other than private single family residential purposes (except for model homes used by the Declarant) and no flat, duplex or apartment house, although intended for residential purposes, may be erected thereon. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of any Lot at any time as a residence, either temporarily or permanently. No Lot may be improved, used or occupied for purposes other than as provided by applicable zoning laws and restrictions filed of record in relation thereof. Notwithstanding any other provision of this Article, it shall be expressly permissible for the Declarant and its contractors and subcontractors to maintain, during the period of construction of any improvements upon any Lot, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction of such improvements.

***Proposed Section 8.1 Dwelling.*** Each dwelling shall be used solely for a private residence of no more than one Single-Family. No business or other commercial building may be erected on any lot and no business or other commercial enterprise or other non-residential use, may be conducted on any part thereof; A resident employed outside the home, but with the ability to work from home, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions. A Resident may maintain a home occupation in his or her Residence, but only if it is incidental to residential use (such as home office and telecommuting) and does not involve interference with parking, physical alteration of the Residence, observable business activity such as signs or advertising displays, an unreasonable number of deliveries or of pedestrian or vehicular traffic, or create a nuisance or in any way impair the rights of any Resident or Owner. Any Legal operation of a home occupation from or within a residence requires strict adherence to, but not



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limited to, the most current city regulations pursuant to home occupational zoning approval (Unified Development Ordinance, Article 8.100) See Addendum A for details.

**8.1a. Limited Property Leases.** A Single Family Residence may be used for permanent or temporary occupancy by the Owner and Owner's family. Any Owner of a Single Family Residence may rent the same for a period of one year or more after the owner has owned the same for a period of at least three years, subject to all the terms hereof, including those prohibiting the use thereof for commercial purposes. Not less than the entire Residence may be leased. If a lease is voluntarily terminated within 90 days of commencement, the Lot may not be leased for 90 days after the date of termination. Any agreement purporting to convey a license versus a lease shall be treated as a lease under these Restrictions.

**8.1a.i. Short-term Rentals.** Rentals of Single Family Residences for less than one year are not permitted. No residence shall be rented or leased on a nightly or monthly basis or for transient or hotel purposes including home exchange, swap or via Airbnb®, VRBO® or their functional equivalent.

**8.1a.ii. Persons Subject to DCCRs.** The Lease, Owner and Tenant(s)/occupant(s) are subject to the provisions of the DCCRs.

**8.1a.iii. Enforcement.** The Association is authorized to enforce any violation by tenant or occupant (regardless of relationship to Owner) of the DCCRs, except for nonpayment of rent, and may deem such violation a default of the Lease and shall have the right, after notice to the Owner and opportunity to cure, to terminate the Lease by judicial proceeding, and shall have all other remedies under the DCCRs. In the event the Owner fails to pay any assessment and related charges and fees for 60 days or more, the Board, upon written notice, may direct the tenant to pay rent directly to the Board which shall be applied to the Owner's account until the delinquency is paid in full; otherwise, however, the foregoing shall not impose any direct liability on a tenant to pay any general or special assessment on behalf of the Owner.

Original Section 2. Height Limitation. Any resident 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 Declarant or the Architectural Review Board, after its appointment **(only proposed change is to remove the Declarant and change Board to Committee).**

Original Section 3. Minimum Size Requirements. (a) No true ranch shall have a main floor area of less than 1,200 square feet, exclusive of porches, garages and breezeways. (b) No raised ranch or other house plan with basement garages shall have less than 1,300 square feet in the main living area. (c) One and one-half (1 1/2) story residences with attached garages shall not have less than 900 square feet on the ground floor, nor less than 1,600 square feet total. (d) No split-level plans shall be built having less than 1,300 square feet on the two main levels. (e) No two story residence shall be built with less than 900 square feet on the ground level, but in no event less than 1, 600 square feet total. (f) No residence

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giving the appearance of a two story, where part of the footage is basement used for living, shall have less than 1,200 square feet total on the main living area. (g) Any other house plan or modification not covered above shall be submitted to the Plans Examiner of the Declarant **(no change proposed)**.

Original Section 4. Above Ground Pools Prohibited. No above ground swimming pools shall be erected, installed, constructed and or maintained by an Owner on any Lot **(no change proposed)**.

Original Section 5. Building Lines. No dwelling or residence shall be located nearer to the front Lot lines or side Lot lines than as indicated on the recorded plat map of the property. Declarant reserves the right to permit the construction of a dwelling on said property on any Lot two feet nearer to any street line which abuts such Lot by executing and recording a proper instrument in writing changing the building setback line **(proposed removal of this section as obsolete)**.

Original Section 6. Garages. Each residence shall have an attached or basement private garage for not less than two (2) nor more than three (3) cars. The driveway on each Lot shall contain sufficient paved area for the off street parking of at least two (2) 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 **(no change proposed)**.

Original Section 7. Hard Surfaced Driveways Required. Every residence shall be serviced by a hard surfaced dust free driveway which shall provide access across the residence owner's property from a dedicated road to the residence's garage. Such driveway shall be paved with a concrete or asphalt or similar surface. No gravel, chat, fly ash, dirt or similar driveway surface shall be allowed **(no change proposed)**.

Original Section 8. Roofing Material. All roofing shall be wood shingle or asphalt roofing limited to asphalt roofing with the appearance of weathered gray, the exact color and texture of which shall be approved in writing by Declarant or the Architectural Review Board as applicable. Any other materials needed due to the pitch of a roof must be submitted to the Declarant or the Architectural Review Board for approval as applicable.

***Proposed subsection 8.1g.*** Roofing Material. All roofing shall be limited to **architectural laminate shingles** with the appearance of weathered wood gray, which shall be **approved in writing by the Architectural Review Committee as applicable**.

Original Section 9. Exterior Finish. All residences shall be required to have a front exterior finish composed predominately of brick, wood siding, wood shingles, masonite, stucco, brick veneer, brick or stone or a combination thereof which finish shall be specified in the plans and specifications submitted for approval under the requirements of Article VII on Architectural Control. (Any deviation from the foregoing requirements shall be based upon a specific request to the Declarant for relief from the foregoing requirement at the time of the submission of plans per Article VII. The Declarant reserves to itself under the provisions of Article VII the authority to waive the foregoing requirements in its discretion exercised on a case by case basis. The decision of the Declarant shall, in any event, be final).

***Proposed subsection 8.1h*** Exterior Finish. All residences shall be required to have a front exterior finish composed predominately of brick, wood siding, wood shingles, masonite, stucco, brick veneer, brick or stone or a combination thereof which finish shall be specified in the plans and specifications submitted for approval under the requirements of Article VII on Architectural Control.

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Original Section 10. Outbuildings Regulated. Declarant reserves the right to regulate and control the erection, construction or placement of any outbuilding on any of the Lots. The construction of any barns or storage sheds is discouraged, provided however, that Declarant may, in its discretion, grant approval pursuant to Article VII for the erection of one such outbuilding on a Lot provided that such outbuilding is erected from materials and is an architectural style which is consistent with the residence already erected on such Lot. The construction of appropriate pool houses or gazebos or ornamental structures is not discouraged by Declarant, provided however that any construction, erection or placement of same is subject to the advance Architectural Control requirements of Article VIII (**proposed to move this to 8.3 and 8.4**)

**Proposed Section 8.3. Other Structures.** The **Association and/or Board** reserve the right to regulate and control the erection, construction or placement of any **other structure** on any Lot. The construction of any barns is prohibited. **The construction of storage sheds is discouraged, provided however, that the ARC may, in its discretion, grant approval pursuant to Article VII for the erection of one such storage shed on a Lot provided that such structure is built upon a concrete pad, is erected from sturdy material, and is an architectural style which is complementary to residence already erected on such Lot (see Exhibit B). Any approved shed must continue to be maintained in accordance with the Design Guidelines or shall be removed from the property.** The construction of appropriate pool houses or gazebos or ornamental structures is not discouraged by the **Association**, provided however that any construction, erection or placement of same is subject to the Architectural Control requirements of Article VII.

**PROPOSED REMOVAL (See bullet points above) of Section 11.** Commercial Activity Prohibited. 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 Declarant or other builders for the sale of new construction.

Original Section 12. Uncompleted Structures. No building shall be permitted to stand with its exterior in an unfinished condition for longer than nine (9) 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 five (5) months. No building shall be occupied until the exterior shall have been completed and a certificate of occupancy or occupancy permit or similar certificate is issued by applicable authorities.

**Proposed Section 8.4 Unfinished Structures.** In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than five months. No building shall be occupied until the exterior shall have been completed and a certificate of occupancy or occupancy permit or similar certificate is issued by applicable authorities.

Original Section 13 Easements. Easements for installation and maintenance of utilities and drainage facilities are and will be reserved by Declarant as shown on the recorded plat 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 all improvements in it shall be maintained continuously by the Owner of the Lot, except for those

## Comparison of Original DCCRs to Proposed Updated DCCRs

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improvements for which a public authority or utility company is responsible **(no change other than changing language to past tense and moving to 8.2)**

Original Section 14. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

**(proposed removal as obsolete).**

**Proposed Section 8.5** Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. **No noxious or offensive activity shall be carried on upon any Lot or Unit nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using the property adjacent to the Lot or Dwelling.**

**Proposed Section 8.6** Unightly, Unsanitary or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development or existence of any unsightly, unsanitary or unkempt condition on such Owners Lot and/or Dwelling.

Original Section 15. Utilities. Water, gas, lights, telephone and other utilities shall be located underground on each residential Lot, except perimeter Lots and other tracts of land **(proposed removal as obsolete).**

Original Section 16. New Construction. All residences and other buildings permitted hereby on residential Lots shall be initially new construction. No building shall be moved onto any of such Lots **(proposed removal as obsolete).**

Original Section 17. Resubdivision of Lots Restricted. None of the Lots hereby restricted shall be replatted or resubdivided by the owner or Owners thereof **(proposed removal as obsolete).**

Original Section 18. Animals Prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots except that dogs, cats or other household pets, not to exceed a total of two (2) such pets in number may be kept, provided they are not kept, bred or maintained for any commercial purpose. In no event shall such animals be kept on any Lot if they unreasonably disturb the owner residents of any other Lot. All animals shall be confined on the Owner's Lot and for the mutual benefit of all the owners, no animal shall be allowed or permitted on the Common Area except when on a leash or when in direct and constant control of the Owner thereof or a member of his family.

**Proposed Section 8.7** Animals Prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots except that dogs, cats or other household pets, not to exceed **three** such pets **thereof over six months of age** may be kept, provided they are not kept, bred or maintained for any commercial purpose. In no event shall such animals be kept on any Lot if they unreasonably disturb the owner residents of any other Lot. All animals shall be confined on the Owner's Lot and for the mutual benefit of all the owners, no animal shall be allowed or permitted on the Common Area except when on a leash or when in direct and constant control of the Owner thereof or a member of his family.

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Original Section 19. Advertising Prohibited. No advertising signs (except one of not more than nine (9) square feet "For Sale" or "For Rent" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activities of any kind whatsoever, shall be conducted on any Lot or on any portion of any Lot, provided, further however, that the foregoing covenants shall not apply to the business activities, signs and billboards of the Declarant or the construction and maintenance of structures by the Declarant or other builders of residential structures during the construction and sale period, and of the Association, in furtherance of its powers and purposes as set forth in these Articles.

***Proposed Section 8.8. Signs.*** One temporary "for sale" or one temporary "for rent" sign (any such sign not to exceed a total of four square feet at any one time) may be displayed by or on behalf of an Owner on such Owner's Lot outside the public right-of-way and solely in the area in front of such Owner's Lot until the Lot or Dwelling is sold or rented (as applicable), all in accordance with the laws of the City. One sign announcing community or church events (not to exceed a total of four square feet) is permitted on a Lot outside the public right-of-way for up to two weeks before said event, but must be removed within 24 hours after the event. One Political Candidate sign (not to exceed a total of six square feet) is permitted on a Lot outside the public right-of-way for up to 60 days before the date of an election, but must be removed within 24 hours after the election. Decorative, seasonal, sports or holiday flags and the United States flag are not signs subject to the restrictions set out in this section. Should these limitations on the use of signs, or any part thereof, be determined to be unlawful, the Board of Directors has the right to regulate the use of signs in a manner not in violation of law. Other non-advertising signs may be approved by the Board of Directors with permission. Security company signs are allowed within four feet of the foundation.

Original Section 20. Screening Required. All equipment, trash cans, garbage cans, wood piles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Owners of Lots. All rubbish, trash, or garbage shall be regularly removed from each Lot, and shall be kept in sanitary containers. No clothes lines shall be permitted and no trash burning shall be permitted on any Lot.

***Proposed Section 8.10. Screening Required.*** All trash or garbage cans shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Owners.

***Proposed Section 8.11. Trash, Limbs and Brush.*** All rubbish, trash, or garbage shall be kept in sanitary containers and regularly removed from each Lot, within 24 hours of the day the trash was collected.

***8.11a.*** Limbs and Brush may not remain on any Lot past the next scheduled trash day. No trash, limbs, brush or leaves may be burned on any Lot.

***8.11b.*** No trash, rubbish, grass clippings or ashes shall be thrown, dumped or placed on any Lot nor in any sewer.

***Proposed Section 8.12. Outdoor Clothes Lines.*** No clothes lines shall be permitted.

Original Section 21. Antennas prohibited No exterior television or radio antennas of any sort shall be placed, allowed or maintained on any portion of any Lot.

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***Proposed Section 8.13. Antennas prohibited.*** No exterior television or radio antennas of any sort shall be maintained on any portion of any Lot **except as allowed by federal law.**

Original Section 22. Storage Tanks. No tank for the storage of fuel may be maintained on any Lot.

***Proposed Section 8.9. Storage Tanks.*** No tank **over five gallons**, for the storage of fuel, may be maintained on any Lot.

Original Section 23. Automotive Repair Prohibited. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Lot or Common Area hereby restricted.

***Proposed Section 8.14. Automotive Repair Prohibited.*** No **major** automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur **on any driveway, street or Common Area. No unlicensed, inoperable or partially disassembled automobiles shall be regularly parked in the open on any Lot or at the curb. Work may be allowed within the garage of the Dwelling.**

Original Section 24. Parking and storage of Vehicles Prohibited. No school buses, tractors, trucks over 3/4 ton, recreational vehicles, boats, unmounted campers, trailers, unlicensed or inoperable or partially disassembled automobiles or other motor vehicles or trailers shall be regularly parked in the open on any Lot or at the curb and in any event not more than 12 hours at any one time.

***Proposed Section 8.15. Parking and storage of Vehicles Prohibited.*** No school buses, tractors, trucks over **One (1) ton**, recreational vehicles, boats, unmounted campers, trailers, or other motor vehicles or trailers shall be regularly parked in the open on any Lot or at the curb **without permission from the Board .**

Section 25. Trash. No trash, refuse, grass clippings or ashes shall be thrown, dumped or placed upon any undeveloped portions of the Property. **(proposed to move to 8.11)**

Section 26. Fencing. No fencing material shall be used or approved within the Property unless the same is made and installed out of wooden fencing material or material pre-approved pursuant to Article VII. No fencing walls shall be installed or hedges planted on any restricted Lot, forward of the rear of any residence constructed thereon.

***Proposed Section 8.16. Fencing.*** No fencing material shall be used or approved within the Property unless the same is made and installed out of material pre-approved **by the ARC** pursuant to Article VII. No fencing walls shall be installed **forward of the front of** any residence constructed thereon.

Original Section 27. Sewers. All improvements shall be connected with the sanitary sewer which is now or shall be constructed to serve the above premises. No other sanitary provision, septic tank or other device for sewage shall be installed or permitted to remain on any lot **(proposed to remove as obsolete).**

## Comparison of Original DCCRs to Proposed Updated DCCRs

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Original Section 28. Water Runoff. No structure, fence, or other facility shall be erected which will obstruct the floodwater or storm water, and no shrubbery or trees shall be planted or changes made to the prescribed grades and contours of the specified floodwater or storm water runoff channels which will obstruct or impede storm water flow in such channels **(no change proposed)**.

Original Section 29. Duel Fuel Subdivision. The subdivision or additions thereto shall be developed as a duel fuel subdivision, with both natural gas and electric services available, and the residences constructed thereon shall install and utilize heat pump systems.

**Proposed Section 8.18.** Duel Fuel Subdivision. The subdivision or additions thereto shall be developed as a duel fuel subdivision, with both natural gas and electric services available.

Original Section 30. Water Channel Maintenance. The homeowner whose property includes all, or a portion of an open drainage swale, channel or detention basin, shall be responsible for the mowing of grass and removal of debris or obstructions to the flow of water in, or through such facilities **(no change proposed)**.

Original Section 31. Miscellaneous. No satellite dish, dog run, or solar panels (free standing) will be installed without the approval of Declarant or the Architectural Review Board as the case may be pursuant to Article VII.

**Proposed Section 8.20.** Miscellaneous. No dog run, or solar panels will be installed without the **approval of the ARC**

Original Section 32. Declarant's Business Activities. Declarant or the transferees of Declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposal of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to: (a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work; (b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by Declarant, Declarant's transferees, or other representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise; (c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise; or (d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise in subdivision lots. As used in this section, the words "Declarant's transferees" specifically exclude purchasers of lots improved with completed residences **(proposed removal as obsolete)**.

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## ARTICLE NINE: GENERAL PROVISIONS: (misprinted in the original DCCRs as Article TEN)

**We removed sections pertaining only to the Developer and updated language to one voting class. "Enforcement" includes attorney fees and court costs should legal action become necessary.**

Original Section 1. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both, and against the land to enforce any lien created by these covenants. Any such action may be initiated by the Declarant, any owner, or the Homeowners Association created and referred to herein. Failure by the Declarant or any owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Proposed Section 9.1. Enforcement**. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both, and against the land to enforce any lien created by these covenants. Any such action may be initiated by any owner, or the Homeowners Association created and referred to herein. Failure by the Association, Board or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. **If enforcement is necessary by the Association, the Association shall be entitled to attorney fees and court costs.**

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

Original Section 3. Covenants Running with the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years.

**Proposed Section 9.3. Covenants Running with the Land**. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, for a term of 20 years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of **five years**.

Original Section 4. Amendment I Modification Change or Removal. (a) Declarant reserves the right, in its sole discretion and without the approval or vote of any Class A members, to amend, modify, change, or remove any covenants, conditions or restrictions of this Declaration, in whole or in part, during the first ten (10) years after the original recording, by execution of an instrument in writing by Declarant or any Successor Declarant, so long as Declarant or any Successor Declarant, owns any Lot subject to this Declaration whether said Lot be originally included herein or subsequently annexed hereto. (b) In addition to amendments, modifications, changes, or removals by Declarant as set forth in the preceding paragraph (Section 4 (a)) the covenants, conditions and restrictions of the Declaration may be amended, modified, changed, or removed, in whole or in part, during the first ten (10) years after the original



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recording, by an instrument signed by those members entitled to cast not less than seventy-five percent (75%) of the Class A votes and one hundred percent (100%) of the Class B votes; and thereafter, by an instrument signed by members entitled to cast not less than two-thirds (2/3) of all votes provided however that the terms and provisions contained in Articles VII and VIII may not be amended, modified, changed or removed as long as Declarant owns any Lot subject to the provisions of this Declaration without the affirmative written consent of Declarant to any such amendment, modification, change or removal. Any amendment, modification, change, or removal provided for hereunder shall become effective when the instrument providing for same is properly executed, acknowledged and filed for record in Jackson County, Missouri, in the Recorder's Office in Independence.

***Proposed Section 9.4. Amendment, Modification, Change, or Removal.*** The covenants, conditions and restrictions of this Declaration may be amended, modified, changed, or removed, in whole or in part by an instrument signed by those members entitled to cast not less than two-thirds (2/3) of the votes. Any amendment, modification, change, or removal provided for hereunder shall become effective when the instrument providing for same is properly executed, acknowledged and filed for record in Jackson County, Missouri, in the Recorder's Office in Independence.

\*Original Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or owner on the records of the Association at the time of such mailing **(no proposed change other than to correct the numbering)**

Original Section 5. Language Variation. The use of pronouns, or of singular or plural as used herein shall be deemed to be changed as necessary to conform to actual facts **(no change proposed)**.

\*The original DCCRs included two topics titled "Section 4."