

Boone County, Missouri



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Grantor DOUBLE R SQUARED INC
Grantee HERITAGE WOODS PLAT NUMBER 1

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Bette Johnson
Bette Johnson, Recorder of Deeds



DECLARATION OF BUILDING AND USE RESTRICTIONS FOR HERITAGE WOODS SUBDIVISION PLAT NUMBER 1

This Declaration of Building and Use Restrictions made on this 18th day of November, 2005, by DOUBLE R SQUARED, INC. a Missouri Corporation (hereinafter referred to as "the DEVELOPER").

WITNESSETH:

WHEREAS, the DEVELOPER is the owner of a parcel of real estate located in Boone County, Missouri which has been platted as Heritage Woods Plat Number 1, by Plat Recorded in Plat Book 39 at Page 58, records of Boone County, Missouri; and

WHEREAS, the DEVELOPER, in addition, owns or may have the opportunity to acquire additional real estate located in the area of the real estate shown by such Plat; and

WHEREAS, the Real Estate other than the real estate subject to the Plat of Heritage Woods Plat Number 1 hereinabove described, may hereinafter be referred to as the "annexation real estate" or the "annexation property"; and

WHEREAS, the DEVELOPER may hereinafter elect to annex to the development created hereby (but shall not be required to do so), all or portions of the annexation real estate, in accordance with the following provisions of this declaration; and

WHEREAS, the DEVELOPER is now the owner of all real estate located within the boundaries of Heritage Woods Plat Number 1 as shown by the Plat hereinabove described, and all of the lots shown by such Plat; and

WHEREAS, all real estate contained within the Plat of Heritage Woods Plat Number 1, and the additional real estate hereinafter annexed to the development in accordance with the terms of this declaration are hereinafter referred to as the "parcel"; and

WHEREAS, the DEVELOPER desires to establish for its own benefit, and for the mutual benefit of all future owners or occupants of the parcel, and each part thereof, and all lots contained therein, certain easements and rights in, over and upon the property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the DEVELOPER, therefore, desires to place certain protective covenants, conditions, easements, restrictions, reservations, liens and charges on the real estate contained within the parcel, and each lot contained within the parcel, and the buildings and improvements now or hereinafter constructed thereon as hereinafter described, for the use and the benefit of itself, its grantees, successors and assigns; and

Nora Dietzel, Recorder of Deeds

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WHEREAS, the DEVELOPER further desires to create a Homeowners Association for the purpose of owning and providing maintenance for any common areas or common elements within the subdivision, the membership of said association to be made up of all of the owners of all lots located within the subdivision; and

WHEREAS, any of the above provisions notwithstanding, and any of the following provisions of this declaration to the contrary notwithstanding, the DEVELOPER reserves the right to modify and amend portions of this declaration, as it applies to any parcels of real estate hereinafter annexed to the development provided for by this declaration. In other words, this declaration, and all of its terms, shall, initially, apply to Heritage Woods Plat Number 1, as shown by that Plat hereinabove described. The DEVELOPER may, hereafter, annex additional real estate to the development created hereby, thereby making such additional real estate a part of the development created hereby. The DEVELOPER, in annexing such real estate, may cause such annexation real estate to be made subject to all the provisions of this declaration, or may amend the effects of this declaration, as it applies to portions of such annexation real estate.

NOW, THEREFORE, the DEVELOPER hereby declares that all the real estate contained within the parcel as shown by the Plat, and any improvements now or hereinafter located thereon, shall be held, sold and conveyed subject to the following easements, restrictions, covenants conditions, liens and charges, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of the real estate and the buildings now or hereinafter located thereon. These easements, covenants, restrictions, conditions, liens and charges shall run with the real estate and the real property and shall be binding on all the parties having or acquiring any right, title or interest in the real property or any part thereof, and shall be binding on all the parties having or acquiring any right, title, or interest in the above-described parcel, or any part thereof, or any lot contained therein, or any improvements located thereon, and shall inure to the benefit of each owner thereof. The DEVELOPER further declares as follows:

1. All of said lots will be used solely for single family detached residential dwelling purposes and only one single residential dwelling shall be permitted or constructed on any individual lot. Usage and occupancy shall be in conformance with the City of Columbia Zoning District R-1 standards and restrictions which apply to single family residences.

2. No residence shall be permitted to be constructed within or upon any lot unless the same complies with the following requirements:

- a. All residences built in Heritage Woods shall be two story dwellings.
- b. No residence shall have a garage providing spaces for more than three (3) cars nor fewer than two (2) cars and all garages must be attached to the residence.
- c. No two story residence with a walkout basement shall be permitted on any lot unless each floor of the structure, exclusive of open porches, patios and garages, is at least 1,200 square feet. Two story residences constructed on a concrete slab must also contain not less than 1,200 square feet on each floor, exclusive of open porches, patios and garages.
- d. All residences built must be two finished floors above ground level with minimum of 1,200 square feet on each of the two floors.

3. The exteriors of all residences constructed must have brick or stone on part of the front elevation of the home. The other three sides of the home constructed may be either vinyl, fiber board, concrete board, wood or any combination of these materials. Mailboxes must be the "Country Club" model of black mailbox available at Simons Steel Company on Highway 763 in

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North Columbia, Missouri. Any chimney for a fireplace on the outside of any home constructed within the subdivision must extend from ground level to beyond the roofline of the dwelling for such distance and in such location as to comply with all applicable City building code requirements (fireplaces which are built on the interior of any home shall be exempt from this requirement). Vinyl siding on fireplace chimneys is discouraged.

4. Roof shingles must be equivalent in thickness to TAMKO Heritage II. Shingle color must be approved by the Architectural Review Committee prior to application. No shingles may be red, green, tan or white in color.

5. No chain link fences, detached buildings or exterior dog pens or dog runs shall be permitted. Fences shall be of wood construction and approval as to type and location of the same must first be obtained from the Architectural Review Committee.

6. No noxious or offensive activities shall be carried on or upon any lot nor shall anything be done or permitted thereon which may be or become an annoyance or nuisance to other residents of the subdivision.

7. No livestock, poultry, animals or pets shall be raised, bred, or kept upon any lot except for dogs, cats, or other household pets which may kept only if they are not bred or maintained for commercial purposes and are at all times maintained under the control of the lot owner and within the lot. No pets shall be allowed to run loose on any portion of the subdivision other than the owner's lot and shall at all times be kept on a leash or similar restraint while off of the owner's lot. No pets shall be permitted to disturb the peace of other subdivision residents in any manner including barking, unpleasant odors, etc. which would result in an interference with the peaceful enjoyment by other subdivision owners of the use and occupancy of their lots.

8. No drilling, excavation or trash or sewage storage or disposal shall be permitted on any lot.

9. No campers, boats, trailers, trucks, (other than pick up trucks) or other similar vehicles shall be permitted to be parked or stored on any subdivision lot unless the same are garaged or unless for a temporary period not exceeding 48 hours in duration.

10. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and, within such easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility lines.

11. No signs of any kind shall be displayed for public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent.

12. No dirt, gravel, or other surface driveway shall be permitted within the development. All driveways, drives, and parking area located within each lot must be concrete.

13. There is hereby created a committee to be known as the Architectural Review Committee with the original members of said committee being Roy Rogers and Raymond Rogers. The original members of the Architectural Review Committee shall serve in that capacity until such time as they shall die, become physically or mentally incapable of functioning as such, are removed, or withdraw or resign. After the death, withdrawal, or resignation of a member of the Architectural Review Committee, the remaining members of the Architectural Review Committee shall appoint a successor. Any successor to the original members of the Architectural Review Committee shall be an owner of at least one lot within the subdivision as the same is shown in the plat described above, or as the same is located within any annexed property as defined above. No compensation shall be paid to any member of the Architectural Review Committee for work performed or services provided as a result of serving

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on this committee. No residence, garage, fence or other structure may be erected, placed, remodeled or substantially altered on any lot, nor shall any major additions be made thereto, until plans and specifications (including exterior color schemes, floor plans, site location, elevations and any other information deemed relevant by the Architectural Review Committee) shall have been submitted to and approved by the Architectural Review Committee. Disapproval of any such plans and specifications by the Architectural Review Committee may be based on any ground whatsoever including purely aesthetic grounds and shall be solely within the discretion of the Architectural Review Committee. Architectural Review Committee approval or disapproval shall be in writing and, in the event of a failure to approve or disapprove any such plans within 30 days following submission, approval will be deemed to have been granted by the Architectural Review Committee. The Architectural Review Committee may, from time to time, establish such architectural design guidelines as they deem necessary and desirable for the maintenance of the quality and attractiveness of the subdivision. Any such guidelines as are created by the Architectural Review Committee shall be for informational purposes only, and as such are subject to change without notice.

14. Sod will be required to be installed in the front yard of each home. The front yard shall be defined as that area commencing at the front corners of the home, extending out to the side lot line, then forward to the curb. Four deciduous, evergreen, or ornamental trees, with a minimum one and one-half inch caliper, must be placed in each front yard. A planting bed with at least six shrubs must be included in any landscape plan. All landscaping must be installed within 30 days of occupancy, except homes first occupied between November 15 and March 1, in which event such installation must occur by the May 1 immediately following occupancy.

15. Exterior wall materials placed above concrete walls started below ground level must be continued down to finish grade thus eliminating "straight across" unfinished foundation or "garage" walls. Excavation should be done with care to minimize expanses of foundation walls particularly with foundation walls beneath garages. Retaining walls must also be concealed with exterior wall materials.

16. The DEVELOPER shall incorporate a not-for profit corporation entitled "Heritage Woods Homeowners Association". Every lot owner shall automatically be a member of the association and shall be subject to the jurisdiction of the association. All lot owners shall further be subject to the assessments levied by the association under the following provisions of this declaration, and shall be entitled to all rights and privileges of membership in the association.

a. Membership, Voting and Management. Membership in the association shall be limited to the owners of lots within Heritage Woods Subdivision Plat 1 (DEVELOPER may elect to annex other real property and if so lot owners therein shall be members), and each such owner shall automatically become a member upon acquisition of fee title to a lot. There is an initial One Hundred Dollar (\$100.00) assessment for each lot which is originally purchased from DEVELOPER. The association shall have only one class of membership. Each member shall have one vote for each lot for which he or she is the owner and upon which he or she shall not be delinquent in the payment of any assessments. When more than one person is an owner of any particular lot, all such persons shall be members and the vote for such lot shall be exercised as they, among themselves, shall determine, but in no event shall the vote be divided or shall more than one vote be cast with respect to such lot.

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- b. Powers and Duties of the Homeowners Association. In addition to the powers granted by other portions of this declaration, by any Deed, Declarations, or other Plats covering the property in the subdivision or by law, the Association shall have the power and authority to do and perform all such acts as may deemed necessary or appropriate by its Board of Directors to carry out and effectuate the purposes of this Declaration, including, without limitation, to maintain and improve the common areas of the subdivision as shown on the plat of the subdivision, and further to maintain and improve any median which is located on any street within the subdivision; to levy and collect any assessments which are provided for in this Declaration and to maintain accounts and accounting records with respect thereto; and to engage the services of any person or entity to carry out and perform all or any part of the function and powers of the Association, including, without limitation, keeping of books and records, operation and maintenance of common areas and maintenance of lawns and landscaping. In addition to the above, Association shall have such other powers as may be set forth in the Articles of Incorporation or Bylaws of the Homeowners Association.
- c. Method of Providing General Funds. For the purpose of providing a general fund to enable the Association to exercise the powers, maintain the improvements and render the services provided for herein, all lots in the subdivision other than owned by the DEVELOPER shall be subject to an annual assessment to be paid to the Association by the respective owners thereof as provided in these Declarations. The amount of such assessment per lot shall be fixed periodically by the Association, and, until further action of the Association, shall be One Hundred Dollars (\$100.00) per year. The assessment provided for herein shall be due and payable on such dates as shall be determined by the Board of Directors of the Association from time to time. Provided, however, that an initial assessment of One Hundred Dollars (\$100.00) for each lot shall be due and payable upon the closing of the sale of the lot from DEVELOPER to the owner.
- d. Lien on Real Estate. Each owner (other than the DEVELOPER) shall be personally liable for payment of all assessments becoming due and payable during the time such owner holds fee title to a lot, and the assessment shall become a lien on such lot as soon as it is due and payable. In the event of the failure of any owner to pay any assessment within 30 days of the due date thereof, such assessment shall bear interest at the rate of ten percent (10%) per annum from the due date until paid. Should an attorney be engaged to collect any assessment hereunder all costs of collecting such assessment, including court costs and reasonable attorney fees, shall, to the extent permitted by applicable law, be added to the amount of the assessment being collected and the lien on the lot. All liens on any lot for assessments provided for herein shall be inferior and subordinate to the lien of any valid purchase money first mortgage or Deed of Trust now existing or which may hereinafter be placed on such lot.
- e. Special Assessments: In addition to the other assessments provided for herein, the Board of Directors shall have the authority to levy from time to time special assessments against any lot (other than any lot when owned by the DEVELOPER) and it's owner (other than the DEVELOPER) to the extent the Association expends any money (whether for services or materials or otherwise)

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to correct or eliminate any breach by such owner of any agreement, obligation, reservation or restriction contained in any Deed, Declaration or Plat covering such lot and further shall levy from time to time special assessments against each and every lot (other than any lot then owned by the DEVELOPER) in an equal amount that is sufficient when aggregated to enable the Homeowners Association to perform its duties as set forth herein. Any failure to pay any special assessment assessed by the Association shall be considered the personal obligation of the then owner of each lot and shall become a lien on such lot upon notice to such owner of the assessment. Interest at the rate of ten percent (10%) per annum shall accrue from the due date until paid and shall also be part of the lien against such lot.

f. Notices. At least 10 days prior to any meeting of the Association, it shall give written notice to all members of the place, time and purpose of the regular or special meeting of the Association. Notice to one co-owner shall constitute notice to all co-owners.

g. Extension of Subdivision. The DEVELOPER shall have, and expressly reserves, the right, from time to time, to add to the existing subdivision and to the operation of the provisions of this Declaration such other adjacent lands as it may now own or hereinafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement subjecting such land to all the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the DEVELOPER in good faith.

h. Board of Directors. The initial Board of Directors of the Association shall be named by DEVELOPER for the full term of each Director as set forth in the Bylaws of the Association. DEVELOPER shall continue to appoint all members of the board of Directors until such time as 50% of the lots within the subdivision are sold and then at that time DEVELOPER shall continue to name two members of the Board of Directors. At such time as 70% of the lots are sold, all members of the Board of Directors shall be elected by members of the Association as set forth in the Bylaws.

17. The parties to this agreement, and any subsequent record owners of any subdivision lot in Heritage Woods Subdivision shall have the right to enforce, by any proceeding at law or in equity, any of the above covenants and restrictions. Failure to attempt any such enforcement shall not be considered to be a waiver of the right to so enforce the same at any later date. In the event any of the foregoing covenants or conditions are invalidated by any court of competent jurisdiction the same shall not affect the validity of any of the other provisions herein all of which shall remain in full force and affect. In the event a party who becomes an owner of any of said lots shall at any time violate or attempt to violate or shall fail to observe or perform any of the foregoing covenants and restrictions, it shall be lawful for any person who is then an owner of any of the other subdivision lots as hereinabove described to institute and prosecute appropriate legal proceedings to remedy or prevent violation or attempted violation and to recover any damages that may have been caused therefrom. Any available remedy shall be cumulative and not exclusive.

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18. These covenants and restrictions shall extend for a period of 25 years from the date of recording of the same, after which time they shall be automatically extended for successive periods of 10 years unless an instrument signed by two-thirds of the then owners of the above-described subdivision lots (including any lots located in the annexation property) has been recorded agreeing to modify or abrogate the same in whole or in part.

IN WITNESS WHEREOF, DOUBLE R SQUARED, INC., by and through it's authorized corporate officer has caused this declaration of building and use restrictions to be executed as of the date and year first above written.

DOUBLE R. SQUARED, INC.

BY: Roy L. Rogers
Roy L. Rogers, President

STATE OF MISSOURI)
)SS
COUNTY OF BOONE)

On this 18th day of November, 2005, before me appeared Roy L. Rogers to me personally known, who being by me duly sworn, did say that he is the President of the Corporation of the State of Missouri and that said instrument was signed in behalf of said Corporation by authority of its Board of Directors and the said President acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri the day and year first above written.

My commission expires: _____

(seal)

DAVID W. WALKER
Notary Public-Notary Seal
STATE OF MISSOURI
Boone County
My Commission Expires May 28, 2006

David W. Walker
Notary Public
David W. Walker

