



Recorded in Boone County, Missouri

Date and Time: 08/19/2013 at 03:36:06 PM  
Instrument #: 2013021542 Book: 4206 Page: 39

Grantor: GED INVESTMENTS LLC  
Grantee: HERITAGE VILLAGE

Instrument Type: DECL  
Recording Fee: \$48.00 S  
No. of Pages: 9

*Bettie Johnson*  
Bettie Johnson, Recorder of Deeds



### DECLARATION OF BUILDING AND USE RESTRICTIONS FOR HERITAGE VILLAGE

This Declaration of Building and Use Restrictions for Heritage Village (the "Declaration") made on this 19<sup>th</sup> day of August, 2013, by GED Investments, LLC, a Missouri limited liability company, whose mailing address is 1809 Nelwood Drive, Columbia, MO 65202 (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of a parcel of real estate located in Boone County, Missouri, known as Tract 2 ("Tract 2") of the Tract Split Survey Recorded in Book 4127 at Page 116, in the Records of Boone County, Missouri (the "Survey"); and

WHEREAS, the Developer, in addition, owns or may have the opportunity to acquire additional real estate located in the area of Tract 2; and

WHEREAS, the real estate other than Tract 2 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 lands made subject to this Declaration, all or portions of the annexation property, in accordance with the following provisions of this Declaration; and

WHEREAS, all real estate contained within Tract 2 and the additional real estate hereinafter annexed 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 Tract 2, and each part thereof, and all lots contained therein, certain easements and rights in, over and upon Tract 2 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 Tract 2, and each lot into which Tract 2 may be subdivided by Developer or Developer's successors in title to Tract 2 and into which an annexation property hereafter annexed may be divided (the "Lots"), and the buildings and improvements hereinafter constructed thereon as hereinafter described, for the use and the benefit of itself, its grantees, successors, and assigns; and

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 or other facilities serving the Lots

within Tract 2, the membership of said association to be made up of all of the owners of all Lots; and

WHEREAS, any of the above provisions notwithstanding, and any of the following provisions of this Declaration to the contrary notwithstanding, Developer reserves the right to modify and amend portions of this Declaration, as it applies to any annexation real estate hereinafter annexed to the lands made subject to this Declaration. In other words, this Declaration, and all of its terms, shall, initially, apply to Tract 2, but Developer may, hereafter, annex additional real estate to the lands that are subject to this Declaration. Developer, in annexing such real estate, may cause such annexation property 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 property.

NOW, THEREFORE, the Developer hereby declares that all the real estate contained within Tract 2, 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. 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. Tract 2 shall not be subdivided into more than 20 Lots. Any plat subdividing Tract 2 shall plat all of Tract 2 and shall be known as and named "Heritage Village Plat 1." Developer shall cause a speed bump to be installed on any interior street shown on such plat connecting Kenilworth Drive on the east of Tract 2 to Muirfield Drive on the south of Tract 2. Usage and occupancy of Lots 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 shall have a garage providing spaces for a minimum of two (2) cars and all garages must be attached to the residence.

b. No residence having less than 1,650 square feet of interior space, excluding open porches, patios and garages, shall be permitted on any Lot

3. The exteriors of all residences constructed must have exterior finishes of brick, stone, stucco, fiber cement board or shake siding. The front elevation is required to have at least one finish of brick, stone, or stucco. No vinyl siding shall be allowed anywhere on the residence. The only fiber cement board siding allowed shall be manufactured by JamesHardie or CertainTeed and all fiber cement board siding colors shall be from the approved color list below:

CertainTeed approved colors are:

Sable Brown, Hearthstone, Suede, Taupe, Nantucket Gray, Olive, Forest, Heritage Clay/Natural Clay, Wicker/Savannah Wicker, Light Maple, Flagstone, Granite Gray, Antique White/Desert Tan, Linen, Silverplate/Sterling Gray, Vanilla White/Snow.

JamesHardie approved colors are:

Arctic White, Navajo Beige, Cobble Stone, Autumn Tan, Sandstone Beige, Monterey Taupe, Khaki Brown, Woodstock Brown, Timber Bark, Mountain Sage, Iron Gray, Chestnut Brown.

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

5. Fences shall be permitted. All fences shall be 4-foot high wood picket fences and all fences on all Lots shall be identical. The Architectural Review Committee shall specify the type and color of such fences. The location of such fences must be approved by 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 residents of other Lots.

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 the owners of other Lots in any manner including barking, unpleasant odors, etc., which would result in an interference with the peaceful enjoyment by other Lot 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. Parking. No uncovered parking spaces within the Parcel or within any Lot, or any street within the Plats subdividing Tract 2 or any annexation property, shall be used for parking of any trailer, truck, boat, motorcycle, three, four or six-wheeled recreational vehicle or anything other than licensed, operative automobiles which are used, with substantial regular frequency, as a means of conveyance of passengers. The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle whether or not self-propelled, constructed or existing in such a manner as would permit the use and occupancy thereof for human habitation, for storage, or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation and used or so constructed that it is or may be mounted on wheels or other similar transporting device and used as a conveyance on streets or highways. The word "truck" shall include and mean every type of motor vehicle other than passenger cars and other than pickup trucks, vans or similar utility vehicles which are regularly used (with very substantial frequency) as a passenger vehicle by persons occupying one of the Lots. The word or words "motorcycle, three, four, or six-wheeled recreational vehicle" shall mean a motorcycle, mo-ped, powered scooter, powered tricycle, motor bike, and every other vehicle intended primarily to be operated as a recreational vehicle and/or intended to be operated other than on the main traveled portion of City, State and /or Federal streets or highways. Provided, however, that this Section shall not apply so as to interfere with normal construction methods in the construction and development of any part of the parcel or construction of a residence on a Lot.

10. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on any recorded plat subdividing the Lots 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, or signs used by a builder to advertise property during construction and sale, or any other sign which has received the prior written approval of the Architectural Review Committee, may appear on each Lot.

12. No dirt, gravel, or other surface driveway shall be permitted anywhere within Tract 2. All driveways, drives, and parking area located within each Lot must be concrete.

13. Additional Structures. No additional and/or accessory structures, improvements of any kind or nature whatsoever, including portable buildings, sheds, barns, detached garages, or other storage facilities, or similar items of any kind or nature whatsoever shall be erected or allowed to remain on any Lot in addition to the basic building, patio, wall, deck, porch or any other improvements originally approved by the Developer or the Architectural Review Committee hereinafter described.

14. House Trailers and Mobile Homes. No house trailer, mobile home, motor home, R.V., recreational vehicle (other than a passenger car, pickup truck, or van or similar utility vehicle, which is regularly used, with very substantial frequency, as a passenger vehicle), shall be kept or maintained on any Lot for any purposes, except a motor home, recreational vehicle, motorcycle, and three, four and six-wheeled recreational vehicles may be kept within the garage, basement or other portion of the dwelling, however, nothing in this paragraph shall be construed to allow construction of a component of the dwelling to accommodate such vehicle, unless it shall have been approved by the Architectural Review Committee. No motor home or vehicle on any Lot shall be used for human habitation.

15. Debris Free. All Lots shall be kept neat and free of debris, and shall be maintained in a sightly and sanitary condition.

16. Trash, Storage, Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash, rubbish, garbage and other waste or materials being thrown away or disposed of must be placed or contained in one or more trash cans, containers, or city supplied trash bags, which cans, containers or city supplied trash bags shall be fly tight, rodent proof, nonflammable, reasonably waterproof and shall be covered. Such cans, containers or city supplied trash bags are to be stored in concealed locations on Lots, and may be placed in open locations only for that period of time allowed by the City of Columbia, Missouri so as to facilitate collection.

17. Maintenance. Each individual Lot Owner shall maintain his, her, or their Lot, and the dwelling located thereon, and all improvements located thereon, and all lawns, trees, shrubs and landscaping located thereon in a clean, neat, safe, attractive and very well maintained condition, free of trash, rubbish and debris, and free of conditions of unsightliness and disrepair (including, but not limited to, dead or dying trees, shrubs, lawns and landscaping, chipped, peeling, or discolored paint, walls in need of obvious tuck pointing, cleaning or other maintenance, roofs requiring patching, discolored roofs, gutters or downspouts requiring painting, cleaning, replacement or other maintenance, chipped or faded shutters or similar items, other conditions of obvious unsightliness), and in such a condition as to provide as attractive and

pleasing appearance as is reasonably practicable, and as is in keeping with the general character of the neighborhood.

18. Outdoor Recreational Items. Trampolines, swing sets and above ground pools are prohibited. Outdoor basketball goals are not permitted in the front yard or side yard and are only permissible in the back yards.

19. There is hereby created a committee to be known as the Architectural Review Committee with the original members of said committee being Rafe Parsons and John Jones. 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, withdraw or resign. After the death, withdrawal, or resignation of a member of the Architectural Review Committee, the remaining member or 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 on any plat subdividing Tract 2 into Lots, 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 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 lands within any plat subdividing Tract 2 into Lots. 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.

20. At a minimum sod will be required to be installed in the front yard and side yards of each home. Side yard sod shall extend to the rear corners of the residence. A minimum of two (2) maple or oak trees, with a minimum two and one-half inch caliper, must be placed on the Lot with no less than one in the front yard. A planting bed with at least ten (10) 3 to 5 gallon shrubs must be included in any landscape plan. All corner lots will have an additional maple or oak tree of 2 ½" caliper and five (5) 3 to 5 gallon shrubs placed per lot on the side yard abutting the street. At a minimum lawn irrigation systems shall be installed in front and side yards of all Lots installed concurrently with required sodding.

21. Developer shall incorporate a not-for profit corporation entitled "Heritage Village Homeowners Association" (hereinafter called the "Association") and shall cause By-Laws for the Association to be adopted and approved. 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, Initiation Fee, Voting and Management. Membership in the Association shall be limited to the owners of Lots (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 initiation fee of Two Hundred Fifty Dollars (\$250.00) due and payable to the Association by the purchaser each time a Lot is sold beginning with the first sale of each Lot after such Lot is subdivided. No such initiation fee shall be payable upon the sale of Tract 2 prior to Tract 2 being subdivided into Lots. 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 or fees. 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.

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 instruments encumbering the Parcel 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 shown on any plat, 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. Further, The Association shall have the power to: (i) enter into agreements with Developer to use, and pay the cost of maintaining, storm water retention and detention basins and other storm water improvements and facilities serving Tract 2 and Tract 1 of the Survey, which are located on the said Tract 1 or partially on Tract 1 and Partially on Tract 2, on such terms as the Board of Directors determines appropriate (a "Storm Water Agreement"); (ii) to pay the Association's share of such costs under such agreements from the funds of the Association collected from Lot owners as assessments; and (iii) to execute any documents and instruments required by Developer as a condition of granting the Association and the owners of Lots in Tract 2 the right to use such storm water improvements and facilities on Tract 1 for storm water drainage. 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. The Association's Board of Directors shall have the power and authority to levy an annual assessment to be paid to the Association by the respective Owners thereof. The amount of such assessment shall be periodically fixed by the Association, and until further action is taken, the annual assessment shall be the sum of \$200.00 per year, payable on January 1 of each year, in advance. The annual assessment will be

prorated for the first year in which an Owner acquires title after the Lots are sub-divided. The Board of Directors may determine necessary additional assessments needed to meet the Associations obligations under the Storm Water Agreement. The additional 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.

d. Lien on Real Estate. Each owner of a Lot (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 60 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 by court action to enforce the lien or otherwise, 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. Further, the Association may record certificates of nonpayment of assessment in the Boone County Recorder's Office whenever any assessment is delinquent for more than 60 days, and any Owner of a Lot against which a certificate of nonpayment has been recorded shall owe the Association the additional sum of \$150.00, which shall be added to the assessment and the lien. Owners of Lots who are delinquent in the payment of any assessment for more than 60 days are not entitled to any service from the Association or to vote until such delinquency is paid, and such Owners may not serve on the Board of Directors for the Association.

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 its owner to the extent the Association expends any money (whether for services or materials or otherwise) 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 when 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 annexation property to the lands subject to

this Declaration and to the operation of the provisions of this Declaration by executing, acknowledging, and recording an appropriate written declaration, annexation, 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, annexation or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such annexation property as may be necessary or desirable as solely determined by the Developer.

h. Board of Directors. The initial Board of Directors of the Association shall be named by the Developer. The Developer shall continue to appoint all members of the Board of Directors until such time: (i) as all of the Lots within the Tract 2 and within any annexation property annexed into the lands subject to this Declaration are sold, (ii) residences have been constructed on all of such Lots; and (iii) all of such residences have been occupied as a residence. Thereafter, or at such earlier time as Developer may, in Developer's discretion, relinquish Developer's right to appoint the members of the Board of Directors of the Association, all members of the Board of Directors shall be elected by members of the Association as set forth in the Bylaws.

22. The Developer, and any subsequent record owners of any Lot, 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 is 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 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.

23. Attorney's Fees. If any party (including, but not limited to, the Developer or any Lot Owner) shall seek to enforce against any other party (including, but not limited to, any Lot Owner) any of the provisions of this Declaration, by legal or equitable proceedings, then the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party in such proceedings, the prevailing party's reasonable costs, expenses and attorney's fees incurred in connection with such proceedings. Such recovery shall be in addition to such other rights and remedies to which such prevailing party shall otherwise be entitled.

24. Immunity of Architectural Review Committee. Anything in this Declaration to the contrary notwithstanding, the Architectural Review Committee and the members thereof shall be exempt from, and shall not be personally liable for any claim, action, cause of actions, demand, loss, suit, liability or expense of any kind, nature or description whatsoever arising out of exercise of their authority granted hereunder, so long as they act in good faith. If the members act in good faith, then all determinations made by them shall subject them to no liability or responsibility of any kind, nature or description whatsoever, under any circumstances whatsoever. The sole requirement shall be that the Committee, in exercising its sole, absolute, unlimited, and unmitigated discretion, act in good faith, and that it not act in any arbitrary, capricious or malicious manner.



25. This Declaration and the covenants and restrictions contained herein shall extend and be in effect from the date of recording of this Declaration until the date which is 25 years after Tract 2 is platted into Lots, 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 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, GED Investments LLC, by and through its Member has caused this Declaration to be executed as of the date and year first above written.

GED Investments, LLC

BY: [Signature]  
Rafe B. Parsons, Member and authorized signer

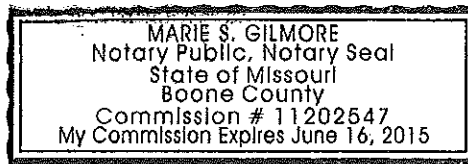
STATE OF MISSOURI )  
 )SS  
COUNTY OF BOONE )

On this 19 day of August, 2013, before me appeared Rafe Parsons, to me personally known, who being by me duly sworn, did say that he is a Member and the authorized signer of GED Investments, LLC and that said instrument was signed in behalf of by authority of its Members for the purposes stated therein.

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.

[Signature]  
Notary Public

My commission expires: 6-16-15



## **GED Investments, LLC**

## **Heritage Meadows**

The proposed 20 R-1 lots would be annexed into the existing Heritage Meadows Homeowners Association and regulated by a set of restrictive covenants that would be similar to the existing covenants for Heritage meadows with the following exceptions:

- No more than 20 lots will be developed in the proposed R-1
- The minimum square footage of the houses will be 1650 square feet
- The minimum side yard setback will be 8 feet instead of 10 feet
- The exterior finishes of all structures shall consist of stone, brick, wood, stucco and/or hardie board siding. No vinyl siding shall be allowed. The front shall be brick, stone or stucco
- Fences shall be allowed on the lots, however, all fences shall be the same height, style and finish. Final fence specifications shall be approved by the Heritage Meadows HOA before recording of the new covenants.
- Rafe Parsons shall maintain architectural control for all 20 single-family lots until each certificate of occupancy is issued. Once this certificate is issued the control reverts to the Heritage Meadows HOA.
- At a minimum, all lots shall have sod placed in the front yard and side yards to the rear of the house.
- At a minimum, ten 3 to 5 gallon shrubs shall be placed per lot along with two maple or oak trees of 2 ½" caliber, with at least one tree in the front yard.
- At a minimum, irrigations systems shall be installed in front and side yards of the 20 single-family lots.
- No red or bright yellow siding will be allowed on any house. No bold or obnoxious exterior color will be allowed without approval of the HOA Board and/or architectural review committee.
- The Home Owner's Association initiation fee shall be \$100 per lot.
- The Home Owner's Association yearly dues shall be the same amount as the current Heritage Meadow' dues.
- Any and all fees associated with the annexation of the proposed 20 R-1 lots and the modification of the HOA documents will be paid for by GED Investments, LLC. These fees shall include legal fees, recording fees, and/or fees assessed by Diversified Management.
- The developer will work with the city provide traffic calming devices as necessary on any streets built.