

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO DEC 16 2011

**ANNEXATION OF PROPERTY, DECLARATION OF COVENANTS, CONDITIONS,
RESERVATIONS, EASEMENTS, AND RESTRICTIONS**

Know All Persons by These Presents:

WHEREAS, the undersigned, GED Investments LLC, a Missouri limited liability company, with a mailing address of 1809 Nelwood, Columbia, Missouri 65202 (the "Developer"), owns the following-described real estate situated in Boone County, Missouri, to-wit:

A tract of land located in the Southeast Quarter (SE ¼) of Section Thirty-four (34), Township Forty-eight (48) North, Range Thirteen (13) West, of the Fifth (5th) Principal Meridian, in Boone County, Missouri, being a portion of the tract described by Warranty Deed recorded in Book 2820, Page 35, Records of Boone County, Missouri, and being more particularly described as follows:

Beginning at the South quarter corner of said Section 34; thence with the south line of said Section 34, South 85 degrees 11' 10" East, 1178.07 feet; thence leaving said south line and with the lines of Heritage Estates Plat No. 2 as recorded in Plat Book 37 at Page 90 of said county records, North 01 degrees 32' 40" West, 490.28 feet; thence North 85 degrees 05' 30" East, 357.22 feet to a point on the boundary of Heritage Estates Plat No. 1 as recorded in Plat Book 34 at Page 12 of said county records; thence with the lines of said Heritage Estates Plat No. 1, North 74 degrees 32' 30" West, 372.90 feet; thence North 01 degree 32' 40" West, 770.69 feet to a point on the southerly boundary of Heritage Meadows Plat No. 6 as recorded in Plat Book 33 at Page 34 of said county records; thence with the lines of said Heritage Meadows Plat No. 6, North 89 degrees 42' 10" West, 317.99 feet; thence South 00 degrees 17' 50" West, 67.67 feet; thence North 89 degrees 42' 10" West, 810.18 feet to a point on the west line of said Section 35; thence with said west line South 00 degrees 22' 10" West, 1229.78 feet to the point of beginning and containing 34.77 acres, more or less

EXCEPTING therefrom all of the Lots and Street Rights-of-Way as shown by the Final Plat of Heritage Woods, Plat No. 1 as recorded in Plat Book 39 at Page 58 of said county records with said exception containing 13.80 acres, more or less.

The total area of this described tract being 20.97 acres, more or less.

hereinafter called the "Property";

WHEREAS, the undersigned desires to annex the Property into the lands subject to that certain Declaration of Building and Land Use Restrictions for Heritage Woods Subdivision Plat Number 1 recorded in Book 2854 at Page 41 in the Office of the Recorder of Deeds of Boone

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County, Missouri (the "Declaration"), subject however to certain deletions, additions, and modifications; and

WHEREAS, the undersigned desires that the Declaration and said deletions, additions, and modification, shall constitute covenants running with the land and the present and all future successive owners of the Property, and the single family residential lots into which the Property may hereafter be subdivided, shall be bound by and shall have the right to invoke and enforce the same;

NOW THEREFORE, the undersigned does hereby impose the covenants, conditions, reservations, easements, and restrictions hereinafter set out on the Property, which covenants, conditions, reservations, easements, and restrictions shall be considered as covenants running with the Property and lots into which the Property may hereafter be subdivided, whether or not the same are mentioned in any future conveyances, and said covenants, conditions, reservations, easements, and restrictions shall be binding upon the undersigned as owner of the Property and its successors in title and upon its successors and assigns forever:

1. Subject to the deletions, additions, and modification set forth herein, the Property and all single family residential lots into which the Property may hereafter be subdivided (said lots hereinafter called the "Plat 2 Lots") shall be subject to all of the provisions of the Declaration.

2. Subject to the deletions, additions, and modification set forth herein, the Property and the Plat 2 Lots are hereby annexed into and made a part of the Declaration and made a part of the development described in the Declaration.

3. Subject to the deletions, additions, and modification set forth herein, the Property and the Plat 2 Lots are hereby made subject to the jurisdiction of the Association described in the aforesaid Declaration (the "Association"), are made subject to the assessments by the Association described in said Declaration, and are hereby made subject to the covenants, conditions, reservations, easements, and restrictions described in the Declaration. Notwithstanding the foregoing: (i) no lot which is one of the Plat 2 Lots shall be subject to assessments by the Association for so long as Developer (and any assignee of the Developer's rights hereunder) owns such lot; (ii) upon Developer's conveyance of a Plat 2 Lot to a third party, such third party shall pay an initial assessment to the Association of \$250 in lieu of the \$100 initial assessment provided for in subsection 16.a. of the Declaration; and (iii) after Developer's conveyance of a Plat 2 Lot to a third party neither such Plat 2 Lot nor the owner thereof shall be subject to any annual assessment provided for in subsection 16.c. of the Declaration for a period of one year after the date of such conveyance or until a residence is constructed thereon and such residence is first occupied as a residence, whichever comes first.

4. The owners of the above-described Plat 2 Lots shall be members of the Association, and shall be entitled to those rights and privileges of the Common Areas conveyed to and owned by the Association.

The above-described Plat 2 Lots shall not be subject to the architectural control provisions of the Declaration. In lieu thereof, there is hereby created a committee known as the "Plat 2 Architectural Control Committee" consisting of two persons, with the members thereof to be appointed from time to time by the owner of the Developers Rights relating to the Property and described below until such time as the owner of such Developer's Rights no longer owns an interest in the Property or the Plat 2 Lots. Thereafter the Plat 2 Architectural Control Committee shall be appointed by the Association's Board of Directors. No member of the Plat 2 Architectural Control Committee shall be entitled to compensation for services rendered as a member of the committee. No residence, garage, fence, or other structure may be erected, placed, remodeled, or substantially altered on any of the Plat 2 Lots, 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 Plat 2 Architectural Review Committee) shall have been submitted to and approved by the Plat 2 Architectural Review Committee. For purposes hereof a "structure" shall be deemed to include, but not by way of limitation, playsets, swing sets, jungle gyms, trampolines and similar items. Disapproval of any such plans and specifications by the Plat 2 Architectural Review Committee may be based on any ground whatsoever including purely aesthetic grounds and shall be solely within the discretion of the Plat 2 Architectural Review Committee. The Plat 2 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 Plat 2 Architectural Review Committee shall be for informational purposes only, and as such are subject to change without notice.

5. In lieu of the use restrictions set forth in Sections 1 through 12 of the Declaration, the following use restrictions shall apply to the Property and the Plat 2 Lots, and the same shall be binding upon to-wit:

- a. 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.
- b. Ranch walkout basement houses shall have a minimum of 1800 square feet of floor space exclusive of open porches, patios and garages. Slab houses shall have a minimum of 1900 square feet of floor space exclusive of open porches, patios and garages. 1 ½ story houses or 2 story houses shall have a minimum of 2400 square feet of total footage between the two floors exclusive of open porches, patios and garages.
- c. Each residence shall have not less than a two-car garage.
- d. The roof of each residence (including any garages) shall have a roof pitch of not less than 8/12.
- e. Exterior of all residences must have brick or stone on part of the front elevation of the residence and the other three sides must be at a minimum of Concrete Board Siding. No vinyl siding allowed anywhere.

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- f. All yards must be sodded on the front and side yards and the back yard sodded to forty feet past the back of the foundation of the residence. All yards required to be sodded must also be irrigated with an adequate sprinkler system.
- g. Fences shall be made of wood, no more than four feet high and the color, style and placement shall be approved in advance by the Plat 2 Architectural Review Committee.
- h. Mailboxes shall be the same "Country Club" Model of Black Mailbox as required in Heritage Woods Plat Number 1 covered by the Declaration.
- i. Roof shingles on each residence must be equivalent in thickness to TAMKO Heritage II. Shingle color must be approved by the Plat 2 Architectural Review Committee prior to application. No shingles may be red, green, tan, or white in color.
- j. No noxious or offensive activities shall be carried on or conducted 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.
- k. No livestock, poultry, animals, or pets shall be raised, bred, or kept upon any of the lots except for dogs, cats, or other household pets which may be 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 because of barking, unpleasant odors, or in any other manner which would result in an interference with the peaceful enjoyment by other subdivision owners of the use and occupancy of their lots.
- l. No drilling, excavation, or trash or sewage storage or disposal shall be permitted on any lot.
- m. No campers, boats, trailers, trucks (other than pickup trucks), or other similar vehicles shall be permitted to be parked or stored on any lot unless the same are garaged or unless for a temporary period not exceeding 48 hours in duration.
- n. Easements for installation and maintenance of utilities and drainage facilities, and for maintenance of a lake on the common lots or any of them, will be reserved as shown on the recorded plat of the Property 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.
- o. No dirt, gravel, or other surface driveway shall be permitted within the development. All driveways, drives, and parking areas located with each lot must be concrete.
- p. No dock shall be placed on any of the Plat 2 Lots that adjoin a common lot with a lake, provided the Association may elect to place a dock on the dam of the lake on any such common lot, and a seawall or other shoreline beautification improvements on the shoreline of lake at locations where easements for maintenance of the lake have been established for such purposes.
- q. No chain link fences, detached building or exterior dog pens or dog runs shall be permitted.
- r. The last two sentences of Section 3 of the Declaration relating to restrictions on chimneys shall not apply to the Plat 2 Lots.

s. Section 15 of the Declaration shall not apply to Plat 2 Lots.

6. The Developer and any subsequent record owners of any of the Plat 2 Lots 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 effect. 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 therefore. Any available remedy shall be cumulative and not exclusive.

7. 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 ten years unless an instrument signed by two-thirds of the then owners of the above-described Plat 2 Lots has been recorded agreeing to modify or abrogate the same in whole or in part.

8. This Declaration shall be binding upon the undersigned and its successors and assigns forever. The Developer shall be entitled to assign the rights of the Developer hereunder to any party owning an interest in the Property by execution and recordation of a written assignment.

IN WITNESS WHEREOF, the undersigned has executed this instrument effective as of and retroactive to the 12th day of April, 2007.

"Developer"
GED Investments LLC

By Rafe Parsons
Rafe Parsons, member

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 15 day of December, 2011, before me appeared Rafe Parsons, to me personally known, who, being by me duly sworn, did say that he is the Member of GED Investments LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said company by the authority of its Members, and the said acknowledged said instrument to be the free act and deed of said company.

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

Mary Jo Edmiston

MARY JO EDMISTON
Notary Public - Notary Seal
STATE OF MISSOURI
County of Boone
My Commission Expires January 9, 2012
Commission #08498146