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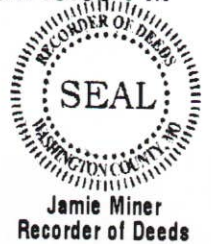
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**AMENDED AND RESTATED INDENTURE OF RESTRICTIONS,  
Rules, and Regulations for Property Owners of  
ROGUE CREEK VALLEY, INC.**

THIS AMENDED AND RESTATED INDENTURE OF RESTRICTIONS (the "Indentures") is made effective as of October 1, 2021, by the majority vote of the members of the Missouri not-for-profit corporation (the "Corporation") known to all as Rogue Creek Valley, Inc.

**ARTICLE 1: DEFINITIONS, RULES AND REGULATIONS GOVERNING ACTIVITIES WITHIN ROGUE CREEK VALLEY**

• **Definitions**

**Section 1.1 "Board"** shall mean and refer to the Board of the Trusteeship.

**Section 1.2 "By-Laws"** shall mean the By-Laws of the Trusteeship, as amended from time to time.

**Section 1.3 "Camp Ground Lot"** shall mean those lots shown on the plats of subdivision as filed with the Recorder of Deeds of Washington County, Missouri which are restricted to camping and recreational use. No permanent residence can be established on a camp-ground lot.

**Section 1.4 "Common Area"** shall mean all real and personal property now or hereinafter owned or utilized by the Corporation for the common use and enjoyment of the Owners or other property designated for the common use and enjoyment of all Owners. The Common Area shall also include property encumbered by any sign, wall, fence, and sidewalk and landscape easement as established from time to time by separate declaration of easement instruments. The Common Area will be maintained and repaired by the Corporation in accordance with provisions in these Amended Indentures.

**Section 1.5 "Common Expenses"** shall mean and refer to the actual and estimated expenses of operating the Trusteeship, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to these Amended Indentures, the Bylaws or the Articles of Incorporation of the Trusteeship.

**Section 1.6 "Double-Wide Mobile Home"** shall mean a single-family manufactured permanent residence which is more than sixteen feet (16") wide, have a date of manufacture of not more than 60 months prior to the date of installation in Rogue Creek Valley, and which shall have an enclosed foundation or basement of



concrete or concrete-blocks, or other material allowed for by written Board approval.

**Section 1.7 "Lot"** shall mean and refer to any parcel of land shown upon any recorded subdivision plat of the Property.

**Section 1.8 "Member" or "Membership"** shall mean or refer to each Owner. Each Owner shall be a Member of the Corporation and shall remain a Member until he ceases to be an Owner. Membership in the Trusteeship is appurtenant to and inseparable from ownership of a Lot and shall be automatically transferred upon any transfer or conveyance of the Lot to any transferee or any transfer authorized herein.

**Section 1.9 "Owner"** shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of any obligation.

**Section 1.10 "Property"** shall mean and refer to that certain real property described in Exhibit A, together with such additional real property as may by subsequent amendment be added to and subjected to these Amended Indentures.

**Section 1.11 "Recreational Vehicle"** shall mean manufactured campers, motor homes, travel-trailer type and recreational shelters.

**Section 1.12 "Recreational Shelter"** shall mean manufactured or prefabricated buildings.

**Section 1.13 "Dwellings"** shall be defined in Exhibit B.

**Section 1.14 "Residence"** shall mean any single-family homes that accommodate members of only one immediate family unit. All homes on the Property shall be single-family residences.

**Section 1.15 "Single-Wide Mobile Home"** shall mean a single-family manufactured permanent residence, no more than sixteen feet (16') wide and not less than 48 feet (48') long, have a date of manufacture of not more than 60 months prior to the date of installation in Rogue Creek Valley, and which shall have an enclosed foundation or basement of concrete or concrete-blocks, or other material allowed for by written Board approval.

**Section 1.16 "Site Constructed Home"** shall mean any single-family residence built on site, including modular or pre-fabricated permanent homes.

**Section 1.17 "Easement"** shall mean and refer to a ten (10) foot wide easement along each side of all road rights-of-way and along the rear line of each and every lot, and a five (5) foot wide easement along the side of each and every lot with the right of ingress and egress thereon for the purpose of installing and maintaining utility lines, gas and water mains, sewer lines, and drainage ditches, and appurtenances thereto together with the right to trim, cut, or remove any trees, brush, or vegetation necessary, and the right to locate guy wires, braces, and anchors where necessary. Such easement abutting a roadway shall begin at the edge of said roadway's driving surface and extend 10 feet from that point and is expressly not measured from the midpoint of any roadway as a starting point, as there are no uniform roadway width requirements for trusteeship roads. Except where an owner of two (2) or more adjoining lots constructs a building which will cross over or through a common lot line, said common lot line shall not be subject to the aforementioned five-foot easement.

**Section 1.18 "Trusteeship"** shall mean and refer to Rogue Creek Valley, Inc., a Missouri not-for-profit corporation.

**Section 1.19 "WSF"** shall mean and refer to any object, thing, or structure related to the Water and Sewer Facilities of the Property under the operation and purview of the water and sewer operations servicer.

**Section 1.20 "Trustees/Trustee"** shall mean, for purposes of brevity anywhere in this document, the group



formally known as the Board of Trustees of Rogue Creek Valley. The term "Trustee" is understood to mean any individual member of the Board of Trustees.

**Section 1.21 "Subdivision"** is defined as the neighborhood of property owners and their residences in the confines of Rogue Creek Valley.

**Section 1.22 "Rogue Island Club and Mutual Assistance Group (MAG)"** are defined as an association or organization separate and distinct from Rogue Creek Valley, Inc., whose membership consists of the consenting lot owners of record within the subdivision. Membership is determined by the group's organizers or officers, and any cost for such membership to any lot owner is collected and used solely by that organization. The purpose of the organizations is to promote friendship, recreation and information amongst the lot owners of the subdivision and to make such improvements as are desired by the membership out of funds raised by the club or group. No monies from general subdivision assessments may ever be legally obtained or used by these organizations. Membership is not a requirement but rather a privilege extended to all lot owners of record in good standing and subject to the ordinances the organizations adopt. The meetings, elections, officer appointments and all other business of the organization is completely apart from that of Rogue Creek Valley, Inc., and is in no way limited by the subdivision Indenture of Restrictions. The right to organize and maintain such an organization is a right guaranteed by the Constitution of the United States of America and requires no other authorization.

**Section 1.23 "Lot Owners In-Good-Standing"** means that a lot owner is "in-good-standing" only if all assessments, liens, interest and fines against all lots owned by that lot owner are fully paid through the most recent full year. Any lot owner who is not "in- good-standing" forfeits all rights to utilize the entrance gate or the recreational facilities within the Rogue Creek Valley Subdivision, as well as the right to vote at meetings and elections held by the Trustees of the development.

**Section 1.24 "Primary Lot Owner"** In some instances there may be multiple names recorded as owners for a lot(s) within the development. This can make it difficult to assign and enforce primary responsibility. The Trusteeship employs the same method that Washington County Government applies. To assign primary responsibility for payment of assessments, the right to vote in lot owners' meetings and the responsibility for the actions of the family, friends and visitors within the development, the Trusteeship will consider the first name which appears in the Washington County tax records as the Primary Lot Owner. Should multiple lot owners want a different person assigned as Primary Lot Owner they may apply to the County Recorder's Office for a change in the order of names as listed in their records. Notice of Trustees meetings, lot owners' meetings, assessments due or any other such written notice will be mailed to the last known address of the Primary Lot Owner only. It is that individual's responsibility to notify other common owners.

#### **Section 1.25 "Family, Friends and Visitors"**

- "Family" is herein defined as immediate family members, specifically parents, grandparents, children, grandchildren, and brothers and sisters (either by blood or marriage) of the Primary Lot Owner. Family of the Primary Lot Owner, as defined above, have the same rights as the Primary Lot Owner to use the recreational facilities of the development as long as the Primary Lot Owner is a) present on the premises with the family member; b) is "in-good-standing" with regard to the payment of assessments and fines; and c) the guests' activities are consistent with all the rules and regulations for conduct while in the development.
- "Friends" are defined as non-immediate family members or people not related to the Primary Lot Owner, as defined above, but are visiting the development at the invitation of the Primary Lot Owner for the purpose of recreational activity. Friends have the same recreational rights as family as long as they are attended by a lot owner. Friends may not visit the development unless a lot owner representing them is on the property.
- "Visitors" are defined as people who visit the development at the specific invitation of the Primary Lot Owner for the purpose of maintenance, delivery, sales, repairs and other such common services as are regularly required. Visitors have no rights to the recreational facilities of the development. Their activities shall be limited to the lot or lots of the Primary Lot Owner and the right to use the roadways of the development as is necessary to enter upon and exit from the lot on which the activities are to be done.



All other persons identified within the development, except those agents of the local, county, state and federal governments, shall be considered guilty of trespass and can be charged and prosecuted for same to the fullest extent of the law by the Trustees on behalf of the safety and security of all the lot owners of the development.

### **Section 1.26 "Renters and Purchasers"**

Rogue Creek Valley does not permit renting of lots, dwellings, structures, or any other type of renting. Persons purchasing lots or homes on installments have no rights to the recreational facilities of the development, unless they are the recorded owner of record with the Washington County Recorder of Deeds, since these facilities are specifically reserved for lot owners, their family and friends until the purchase is finalized. Should all the owners of record of a lot or property appeal in writing to the Trustees, relinquishing all rights to the facilities, and give them over to a purchaser of their property and should the assessments on said property be fully current, the Trustees may elect to recognize the rights of the purchaser to the recreational facilities of the development.

### **Section 1.27 Rules Governing Use of Lakes**

There are three (3) lakes in the Rogue Creek Valley development: Lake 1 (platted as "Lake Four Winds") is the southernmost and largest lake. Lake 2 (platted as "Lake Westwood") lies to the northwest of Lake 1. Lake 3 (platted as "Lake of the Woods") is the northwestern-most lake in the Valley.

The Board of Trustees does reserve the right to apply violations for any infraction at their discretion, but for purposes of definition, any person in or on the water of any lake, whether by boat, raft, inflatable, dock, or with or without the aid of such device is subject to the following rules:

\* Anyone fishing or swimming in or upon any of the lakes at Rogue Creek Valley does so at his/her own risk. There is no lifeguard provided or implied and by suing the lake(s) for swimming or fishing, users understand that they assume ALL RISKS, on their own behalf and on behalf of any spouse, children, parents and siblings and all other potential heirs ("Family") and do hereby forever WAIVE, RELEASE AND DISCHARGE any and all rights and claims of any kind whatsoever, whether monetary or otherwise compensatory or punitive, that they may have or their family may have or will ever have against Rogue Creek Valley, Inc., its officers, directors, employees, agents, and suppliers.

\* Children under the age of 16 years of age must be accompanied by a lot owner or responsible adult whenever fishing or swimming.

\* Swimmers shall enter and exit the lakes only from the respective beach for that lake.

\* Swimming shall be limited to an area within a 100-foot radius of the beach.

\* Fishing or boating is allowed anywhere on the lakes except within a 100-foot radius of a beach.

\* Boats may be powered by manual rowing/paddling or an electric trolling motor, but the use of gas-powered motors is expressly prohibited unless authorized in writing by the Trustees.

\* Boats shall be launched only from an authorized boat launch zone, located in the area between the roadways and the lake, but no boat shall be stored within a 100-foot radius of a beach.

\* There are four privately owned lots on Lake 1 which lie between the roadway and the lake. Entry onto any of these lots, for any reason, without the permission of the lot owner or the full authorization of the Trustees is absolutely forbidden.

\* Exiting Lake #1 onto the island in that lake is forbidden except as authorized by the Board of Trustees.

\* Parking on or entering/exiting any lake from a dam is not allowed without express consent of the Trustees.

\* Anyone storing a boat anywhere in the development except on a private lot must register it with the Board of Trustees by giving a brief description of the boat, the owners name and the Missouri Permit Number to a Trustee in writing.

\* No boats may be stored on the common areas or on the water without written permission from the Board of Trustees.

\* All boating and fishing is subject to the rules of the Missouri Conservation Commission.

\* Periodically, all boats which lack proper state licensing will be identified to the local conservation officer for confiscation.

\* On occasion, the Trustees may invite a State Game Warden to visit the property and cite persons fishing without proper licensing or holding fish outside the legal limits.

\* All boats left on the Trustee easement between November 1 and April 1 of each year will be removed by the Trustees and disposed of at their discretion.

\* Fishing or boating is allowed during this period, but boats may not be stored on the Trustees easement



during this period of each year.

- \* Boats floated to areas other than the storage easement, due to lake flooding or severe weather, will be removed and stored or disposed of at the discretion of the Trustees.
- \* The same will be true of boats which are stored on any common ground or park areas of the subdivision.
- \* Storing boats on the Trustee easement around any lake is a privilege granted by the Trustees for the convenience of lot owners but is not a guaranteed right of lot ownership.
- \* Whether fishing from bank or boat, there shall be no more than three fishing lines for each legally licensed person.
- \* Jug, throw line and trout-line fishing are absolutely forbidden on any lake in the subdivision.
- \* Foul language and peace disturbing noise or activities will not be tolerated in any of the common recreational areas of the subdivision.
- \* Fishing and swimming often result in litter in the lakes and around the beach areas. It is the responsibility of everyone using the recreational facilities in our subdivision to clean up their litter. Litter is costly to clean up and is very labor intensive. Should a litterer be identified, they will be billed for the reasonable cost of cleaning up their litter, as determined by the Trustees.
- \* No dogs, cats, or any other type of pets shall be permitted on the beach or in the water of any lake in the subdivision unless accompanied by their owner(s) who shall maintain control of the animal at all times and not allow it to infringe upon any other lot owner's person or property, and any animal's excrement shall be removed by the owner promptly and disposed of properly. Failure to comply with these rules shall be subject to fine at the discretion of the board.

### **Section 1.28 Rules Governing use of Common Grounds and Clubhouse**

Common ground and park areas are for the reasonable use of all lot owners in-good-standing, their family and friends, however no overnight camping or fires are allowed on the common ground or parks without the express written consent of the Trustees. Littering of common ground or park areas will be considered grounds for revoking a lot owners rights to use these areas until reparations are made to the satisfaction of the Trustees. Operating any motor vehicle, motorcycle, three-wheeler, four-wheeler, ATV, UTV, or any other such type of device within a common ground or park area is expressly forbidden other than designated roads and parking areas except as required for maintenance and then only as authorized by the Trustees. No storage of boats, campers, vehicles or any other manner of private property will be allowed in any common ground or park area. The Trustees reserve the specific right to eject persons participating in loud, vulgar, foul mouthed or peace disturbing activities from any common ground or park area. Use of these areas is a privilege of lot ownership and that privilege shall not be abused at the cost of the peace of mind of other lot owners. There will be a 10:00 p.m. curfew on activities in the clubhouse or on common grounds unless specifically authorized by the Trustees, and a quiet zone is enforced in the areas where permanent residents dwell from twelve midnight through five (5) am daily. The clubhouse restrooms are for the reasonable use of all lot owners' in-good-standing, their family and friends. Vandalism or irresponsible use will be grounds for revoking a lot owners rights to these facilities. Persons using these facilities are responsible for flushing toilets and shutting off water and lights when they leave. Children found "playing" in the restrooms may be ejected by any lot owner and will certainly be ejected by any Trustee. The clubhouse meeting rooms will be kept locked at all times when not in use. Each Trustee has a key to the meeting room door and no one is authorized to enter the meeting room without prior consent from the Trustees. Any lot owner in-good-standing may, by at least two weeks prior notice to the Trustees, reserve the clubhouse for private functions which are of a reasonable nature for the facility. Rental rights are on a first come-first served basis and the rental rate will be determined by the Trustees. A cleanup fee will be required along with the rental fee at the time the facility is reserved. The cleanup fee will be returned if, in the opinion of the Trustees, the facility was properly and promptly cleaned following use. The renter shall be responsible for removal and disposal of trash. If the lot owner who rents the facility does not attend the event, the lot owner will still bear full responsibility for the conduct of guests and clean-up of the facility as if he/she were on site. Anyone renting the clubhouse will supply their own tableware, table covers, paper supplies, etc. Supplies and equipment stored in the clubhouse have been paid for by the Trusteeship from assessment funds, or the Rogue Island Club or MAG, and are only for the use of persons attending functions of the general lot owners and fund raisers held by the Rogue Island Club or MAG. During a period of rental, the clubhouse meeting room is closed to all persons except guests invited by the lot owner. The clubhouse is open to all lot owners for Trustee's meetings, and all other meetings of general interest to lot owners, called by the Trustees, MAG, or the Rogue Island Club. Lot owners attending general lot owner



social functions may provide alcoholic beverages for the consumption of themselves and their guests. During a rental function, the consumption of alcoholic beverages is strictly at the discretion of lot owner renting the clubhouse. The sale of beer or alcoholic beverages, on the premises of or within the clubhouse, is absolutely forbidden under any conditions. Food provided at fund raisers will be offered for free with donations to offset the costs, the suggested amount which will be decided by the Trustees and will be posted within the clubhouse during such functions. No one may sell, barter, auction, raffle or trade food, drink, material or any other items within the clubhouse, for any reason, without the prior authorization of the Trustees.

### **Section 1.29 Rules Governing Hunting and Firearms**

Hunting by firearms, bow, or any other means or the discharging of firearms within the plat boundaries of the Rogue Creek Valley subdivision is absolutely forbidden, except for inside the confines of the area specifically designated and marked with signage as an official gun or archery range. Offenders, when identified, will be reported to the Washington County Sheriff for citation, except for two instances, defined as follows:

- 1) Every lot owner is responsible for restraining their pets within their private lot boundaries; however, in such limited situations where a destructive, vicious, or property- and/or safety-threatening animal must be destroyed by firearm, prior authorization should be obtained from the Trustees.
- 2) This rule shall in no way interfere with any individual's constitutional right, while legitimately on the premises of the subdivision, to protect themselves or others from any person or animal, wild or domestic, which threatens their personal safety, provided such protective measures are allowed by law.

### **Section 1.30 Rules Governing use of Roadways**

The roadways of Rogue Creek Valley are considered common ground. As such, the Trusteeship is charged with their maintenance and upkeep, including the ditches that immediately adjoin the road. It does not include the driveways or access roads into individual properties, or any components thereof. Lot owners are solely responsible for the maintenance and upkeep of their driveways, culverts, ditches, drainages, and any other part of their property not designated as common ground. Failure to do so which results in damage to common ground will be considered negligence and the lot owner will be responsible for reasonable repair costs. The maximum speed limit on all roadways in the subdivision is 15 miles per hour. All individuals legitimately visiting the subdivision are charged with the responsibility for safe and judicious operation of vehicles within the property. Only vehicles which are legally licensed by the State of Missouri will be allowed on the roadways of the subdivision. Annoying, damaging or otherwise irresponsible operation of any vehicle in the subdivision is forbidden. Such actions will be censured by the Trustees as they deem necessary. No vehicle shall be operated on or across a private lot without the prior consent of the lot owner and operation of vehicles is restricted to the roadways of the property.

### **Section 1.31 Rules Governing Activities on Private Lots**

Common sense and a practical respect for the rights, peace and privacy of our neighbors should be the only rule necessary to make our subdivision a pleasant place to live and visit. All lots in the subdivision are designated by the Indentures as single-family residence lots. No more than one residence is allowed on each lot and no one shall be allowed to inhabit or regularly live in any building, shed, camper, motor home or any other such additional structure not conforming to the definition of a dwelling contained herein. Collection, accumulation or proliferation of trash, waste, debris or any other such type of litter on any private lot will not be allowed. Any lot owner causing health threatening conditions to exist on their lot may be reported to the Washington County Public Health Dept. and ticketed for violation of these Indentures.

## **ARTICLE 2: PROPERTY RIGHTS**

### **Section 2.1 Owner's Easement of Enjoyment**

Every Owner shall have a right and easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- The right of the Trusteeship to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

- The right of the Trusteeship to suspend the voting rights and rights to use of the recreational facilities and entrance gate by an Owner for any period during which any assessment against his Lot remains unpaid; and for any period of time wherein he is in violation of its published rules and regulations; and

- The right of the Trusteeship to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by a majority of the Members agreeing to such dedication or transfer has been recorded.

### **Section 2.2 Delegation of Use**

Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family and guests. However, the Trusteeship may, by majority, designate the number of persons exclusive of Owners or family who may have the right to use or enjoyment of the Common Area facilities. The Trusteeship may make an additional charge for the use thereof by persons who are not members of the family of the Owner.



## **ARTICLE 3: MEMBERSHIP AND VOTING RIGHTS**

### **Section 3.1 Membership**

Every Owner of a Lot subject to assessment shall be a Member of the Corporation. Membership shall be appurtenant to and may not be separated from ownership of any Lot subject to assessment.

### **Section 3.2 Voting**

Each Owner in good standing shall be entitled to one vote for each lot owned to a maximum of ten votes. When more than one person holds an 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.

## **ARTICLE 4: PERMITTED USE AND RESTRICTIONS OF COMMON AREAS**

### **Section 4.1 Grant of Easement**

Owners of Lots and the Trusteeship shall have the right and easement of enjoyment in and to all of the Common Areas, but only for the intended use or uses thereof. Such right and easement in favor of the Owners shall be appurtenant to, and shall automatically pass with, the title to each Lot. All such Owner rights and easements are subject to the rights (including ownership) of any governmental authority or any utility therein or thereto, these Amended Indentures, any amendment to the Amended Indentures, the Articles of Incorporation and the Bylaws of the Trusteeship and any rules adopted by the Trusteeship, as amended from time to time.

### **Section 4.2 Utility Easement**

The Trusteeship, for itself, its successors, assigns, and licensees, reserves the right to cause or permit drainage of surface waters over and/or through said lots. The owners of said lots shall have no cause of action against Trusteeship, for itself, its successors, assigns, and licensees, either at law or in equity, excepting in cases of willful negligence by reason of any damage caused said lots in installing, operating, or maintaining above-mentioned installations. 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 the 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, with oversight by the Trusteeship with right of inspection and remediation, except for those improvements for which a public authority or utility company is irresponsible.

### **Section 4.3 Maintenance of Common Areas**

The Trusteeship, by and through the Board, shall have the authority and responsibility, for the term of these Amended Indentures and all renewals or extensions thereof, to provide for the maintenance and repair of the Common Areas. The Board of the Trusteeship may, at any time, as to any Common Area owned, leased or otherwise controlled by it, take the following actions without any approval of the Owners being required:

- Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such Common Area;
- Construct, reconstruct, repair, replace or refinish any road improvement or surface upon any portion of such area used as a road, street, or parking area;
  - To contract with such firms or persons as it deems necessary and desirable, and to hire persons to perform such functions for the maintenance and repair of the Common Areas, in accordance with the terms of these Amended Indentures and the Bylaws;
- Purchase all insurance necessary to provide coverage for the Common Areas and pay real estate taxes assessed to the Common Areas;
- Remove or replace injured and diseased trees or other vegetation in any such area and plant trees,



shrubs and ground cover to the extent the Board deems necessary for the conservation of water and soil and for aesthetic purposes;

- Place and maintain upon any such area such signs the Board deems appropriate for proper identification, use and regulation thereof;
- Construct and maintain such boat dock facilities at or upon any of the lakes as the Board deems necessary;
- Do all such other and further acts the Board deems necessary to preserve and protect the Property and the beauty thereof, in accordance with the general purposes specified in these Amended Indentures; and
- The Board shall be the sole judge as to the appropriate maintenance of all grounds within and improvements upon the Common area.

#### **Section 4.4 Damage of Common Area by Owners**

In the event any Common Area is willfully or maliciously damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Trusteeship to repair said damaged area in a workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Trusteeship. The cost for such repairs shall be charged to the Owner as a special assessment, and shall be paid by said Owner, upon demand, to the Trusteeship and the Trusteeship may enforce collection of same in the same manner as provided elsewhere in these Amended Indentures for collection and enforcement of assessments.

#### **Section 4.5 Dam Roadways**

The roadway crossing over all dams shall be used strictly for vehicular and pedestrian traffic. There shall be no parking on any dam.

#### **Section 4.6 Parking**

No motor vehicle requiring licensure under the laws of the State of Missouri, including but not limited to cars, trucks, trailers, boat trailers, boats, recreational vehicles, off road vehicles or other similar vehicles shall be parked on the roadways of the Property for more than one hour between the hours of 10:00 p.m. of one day and 7:00 a.m. the following day.

Similarly, no motor vehicle, motorcycle, trailer, boat trailer, boat, recreational vehicle, off road vehicle or other such conveyance shall be stored or parked overnight in any parking area, street, driveway or at any location on the Property without proper and current license plates attached to said vehicles. The Board shall have the right to have any such vehicle towed at the expense of the owner.

### **ARTICLE 5: USE AND BUILDING RESTRICTIONS AS TO OWNERS**

#### **Section 5.1 Subdivision of Lots**

There shall be no subdivision of any Lot. The Board of the Trusteeship may, from time to time at its discretion, elect to group adjacent lots into one plot and assign said plot an annual assessment fee equivalent to one, two, three, etc., standard assessment charges, in an effort to make some fewer desirable lots more marketable. Such grouping will stand until such time as the Board of Trustees by majority vote shall ungroup the lots in the plot, whereupon they will again incur the standard per-lot assessment.

#### **Section 5.2 Building Permits**

No structure may be erected or placed upon any Lot, nor shall any exterior addition to or, change or alteration of, an existing structure commence without obtaining prior written approval from the Board. A written request must be submitted to the Board at least 30 days prior to the start of any construction, and should be accompanied by plans showing the nature, kind, shape, materials and location of such



structure or improvements. All building plans are subject to approval of the Board and must comply with all county building codes.

Failure to comply with this Section 5.2 may result in the Board's levying of penalties that will be applied as an assessment, and/or blocking the access to water and sewer utilities.

In the event the Board fails to approve or disapprove any design and location within thirty (30) days after the plans have been properly submitted, approval will not be required and this Article will be deemed to have been fully complied with.

### **Section 5.3 Size of Residence**

Each Residence shall have a minimum of 1,000 square feet of living area, excluding basement and garage.

### **Section 5.4 Lease and Rental and Sale by Contract**

No Residence may be rented or leased. An Owner wishing to enter into an owner-financed contract for sale shall submit a copy of the proposed contract to the Board for approval. No Residence may be sold under a contract for sale unless all assessments, fines and/or liens have been paid. The voting rights shall remain vested with the Owner unless granted to the purchaser in writing; however, the Owner surrenders all privilege of use of the Common Areas to the purchaser under the contract.

Both Owner and purchaser under a contract are subject to all terms and conditions of these Amended Indentures, the Bylaws, or the Articles. If Owner or purchaser under a contract fails to comply with all terms and conditions of these Amended Indentures, the Bylaws, or the Articles, the Board shall provide written notice of said violation to the Owner and the purchaser under the contract. Owner and purchaser under the contract shall have ten (10) days to cure said violation.

### **Section 5.5 Location and Types of Residences**

With the exception of Camp Ground Lots, each lot may contain one single-family residence or recreational vehicle, one garage and no more than two storage buildings. Additionally:

- Lake 1 (Platted as "Four Winds") shall contain only be Site-Constructed Residences and Double-Wide Mobile Homes. If a Recreational Vehicle is placed on a Lot for temporary use, the wheels must remain intact and in view. No Recreational Vehicle is allowed to be used as a permanent residence.
- Lake 2 (Platted as "Lake Westwood") shall have Site-Constructed Residences, Single-Wide Mobile Homes, and Double-Wide Mobile Homes. If a Recreational Vehicle is placed on a Lot for temporary use, the wheels must remain intact and in view. No Recreational Vehicle is allowed to be used as a permanent residence.
- Lake 3 (Platted as "Lake of the Woods") shall only have Site-Constructed Residences and Double-Wide Mobile Homes. If a Recreational Vehicle is placed on a Lot for temporary use, the wheels must remain intact and in view. No Recreational Vehicle is allowed to be used as a permanent residence.
- Camp Ground. The Camp Ground is limited to recreational activities and no lot may be occupied for other purposes. There shall be no permanent Residences constructed in the Camp Ground area; however, upon written request from an Owner, the Board may consider and grant the placement of one storage unit per Lot.
- An additional Recreational Vehicle of a guest of the Owner may be temporarily placed on the Owner's Lot, but will not be allowed to remain for more than thirty (30) days in any calendar year. The Owner is responsible for their guests' compliance with all restrictions of these Amended Indentures, the Bylaws and the Articles.

### **Section 5.6 Building Composition**

The exterior walls of all structures shall be of wood (including exterior hardboard), pre-painted aluminum or vinyl siding, brick, rock or stone and of good workmanship. If the exterior is wood, the same shall be painted, sealed or stained. The use of any other materials for outside exterior walls shall not be permitted without first obtaining written and recorded consent of the Board. The foundation of all Residences or additions to Residences shall be enclosed with concrete or concrete blocks; any other material is prohibited unless



written approval for its use is obtained from the Board.

### **Section 5.7 Mobile, Modular and Prefabricated Buildings and Homes**

No mobile home, prefabricated building, modular home, or other such structure having an original date of manufacture of more than 60 months prior to the date of installation shall be allowed to be placed on any lot.

### **Section 5.8 Repair and Maintenance of Buildings**

No building, residence or structure within any Lot shall be permitted to fall into a state of disrepair and the same shall at all times be kept in good condition and repair and adequately painted. The Board may determine violations of this Section to constitute a nuisance in accordance with Section 5.18 and be subject to remediation by the Board. The cost of such remediation or restoration of the Lot by the Trusteeship shall be assessed against said Lot in the same manner as other assessments. (See Section 6.6)

### **Section 5.9 Setbacks**

On Lakes 1, 2 and 3, the setbacks from any permitted structure or residence shall be ten (10) feet from the front and rear lot line and five (5) feet from either side line. In the Camp Ground area, the setbacks for any permitted storage building or any Recreational Vehicle shall be twenty feet from the front of the lot line, fifteen (15) feet from the rear lot line and six (6) feet from either of the side lot lines. The setbacks from any permitted structure or residence shall be ten (10) feet from any roadside.

### **Section 5.10 Appearance of Grounds**

Each Owner shall keep all shrubs, trees, grass and plantings of every kind within its respective Lot neatly trimmed, properly cultivated and free from trash, excessive weeds and other unsightly material. The Board may determine violations of this Section to constitute a nuisance in accordance with Section 5.18 and be subject to remediation by the Board. The cost of such remediation or restoration of the Lot by the Trusteeship shall be assessed against said Lot in the same manner as other assessments. (See Section 6.6)

### **Section 5.11 Building Destruction**

In the event any Residence is destroyed and repairs thereon do not begin within three (3) months from the date of such destruction, the Board may elect to have the debris removed and the lot restored to the original grade, unless owner can show that the delay is strictly because insurance settlement is pending. Such action by the Board shall require ten (10) days written notice to the last record owner of said lot that the debris may be removed at the cost to the Owner. The cost of such removal and restoration of the lot shall be assessed against said Lot in the same manner as other assessments.

### **Section 5.12 Signs**

No commercial advertising signs of any kind may be displayed to the public view. Lot owners wishing to market a legally saleable item may erect one sign of not more than eight (8) square feet advertising the item for sale and must remove said sign when item is sold.

### **Section 5.13 Animals**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot for consumption, sale, or commercial use with the exception of chickens. Property owners in good standing may request to purchase an annual permit from the Board to house up to 10 laying hens (no roosters) in an approved coop and well-maintained fenced run on their property. Allowing the birds free-range (running loose) will not be tolerated, nor can they be allowed to disturb neighboring homes. A board member will inspect the coop and run prior to warding a permit. If they do not meet, he stated requirements, the permit will not be issued/renewed. If the birds escape their confinement, a warning will be issued. A second instance of your chickens being loose will result in a ticket and fine. A third instance will result in the termination of the permit and forced removal of the chickens, and you will not be allowed to have chickens in the future. Domesticated dogs, cats and other similar pets may be kept, provided they are not held, bred or maintained for any commercial purpose. No dog, cat or other household (domestic) pet shall be permitted by an Owner to be off the lot of the Owner unless on a leash and controlled by some person physically able to prevent the animal from escaping. Absolutely no domestic animal is permitted to roam freely in the community at any time, and failure to secure said animal will constitute a violation of these Indentures. Trusteeship shall have the right to remove or cause the removal of said animal from the premises until such time as sufficient restraining devices are in



place upon owner's lot to secure animal from escaping.

### **Section 5.13.1 Vaccinations**

Any animal permitted to be kept in the community must be fully vaccinated at all times, and upon request by the Trusteeship, owner must be able to produce proof of same. Violation of this provision will result in the immediate removal of said animal from premises without recourse until such time as sufficient vaccinations are obtained and proved.

### **Section 5.14 Waste Disposal**

All water and sewage from Residences shall be disposed of through a sanitary wastewater removal system. An outside chemical toilet or latrine shall only be permitted with permission of the board on a temporary basis on any lot in the Property and no Owner shall allow sewage or effluent to be discharged onto the surface of any lot, adjoining property or beneath the surface of any lot.

### **Section 5.15 Parking**

No motor vehicle requiring licensure under the laws of the State of Missouri, including but not limited to cars, trucks, trailers, boat trailers, boats, recreational vehicles, off road vehicles or other similar vehicles shall be permitted to remain on any lot on the Property unless such recreational vehicles are parked behind the building line.

### **Section 5.16 Placement of Recreational Vehicles**

The equivalent of one Recreational Vehicle (camper) may be located on any lot at any time without written prior permission from the Board, for occasional, temporary habitation (defined as less than 30 calendar days in a year), and may not be used as a permanent residence. An additional Recreational Vehicle of a guest of the Owner may be kept on the Owner's Lot, but will not be allowed to remain on the property for more than thirty (30) days in any calendar year. The Owner is responsible for their guests' compliance with all restrictions of these Amended Indentures, the Bylaws and the Articles.

### **Section 5.17 No Businesses**

No commercial, industrial, mining or mercantile undertaking of any business of any type whatsoever may be conducted within the said lots of this Property. No automobile, motorcycle, machinery of any kind may be dismantled, assembled, repaired or worked on in any manner upon any lot on this Property unless such automobile, motorcycle, or machinery are the property of the Owner.

### **Section 5.18 Nuisances**

No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot. No odors or noxious fumes shall be permitted to emanate therefrom so as to render any Lot, or portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot or its occupants. Without limiting the generality of the foregoing, no exterior speakers, tools, equipment, excessive exterior lights, horns, whistles, bells or other sound devices, except those designed solely for security purposes, shall be used after quiet hours.

### **Section 5.19 Admission via Entry Gate**

The members of the Trusteeship voted to install and maintain an electronically controlled gate at the entrance to the property. Entry codes are assigned to lot owners in good standing and records of same are maintained by the gate operations company and committee. Owners are responsible for the safe-keeping of their gate code and are deemed in violation of these Indentures when their assigned code is shared with non-compliant owners or trespassers. Codes are subject to shut-off as remediation, as detailed below. If an owner's code is suspended, access to their property will be on foot only until such time as the suspension is lifted. Parking areas are provided at the entrance for the use of property owners whose entrance code is shut off.

### **Section 5.20 Remedies for Violations**

In the event that an Owner is found to be in violation of any of the provisions of the By-Laws or Indentures, the Board shall issue written notice of same to remedy the infraction. If the Owner chooses to disregard the



notice and fails to remedy the violation, the Board is charged with taking whatever action is deemed necessary to remove or remedy the infraction, and the cost of such remedy shall be levied against the Owner in the same manner as any other assessment.

Notwithstanding anything to the contrary herein, the Board shall have sole discretion to determine whether any condition or circumstance constitutes a violation of any section of this Article 5. Any such Board decision shall be conclusive. If the Board determines that a violation exists, it shall provide written notice to the Owner setting forth the violation and the expected time frame for remediation. Upon expiration of the time frame outlined in the Board's notice of violation to the Owner, the Board may elect to:

- Enter upon such Owner's Lot and proceed to remedy or remove the violation and assess all such costs related thereto to the Owner, which shall be deemed as a special assessment to such Lot(s);
- Cause an authorized agent to enter upon such Owner's Lot and proceed to remedy or remove the violation and assess all such costs related thereto to the Owner, which shall be deemed as a special assessment to such Lot(s); or
- Assess a fine against such Owner's Lot every thirty days that shall accrue until such time as the violation is remedied or removed.
- Suspend the use of an Owner's Gate Code for:
  - a) unauthorized use of an assigned code
  - b) non-payment of assessments or fines
  - c) damage or vandalism of the gate, gate house, entrance area, or common grounds

## **ARTICLE 6: ASSESSMENTS AND ENFORCEMENT**

### **Section 6.1 Obligation and Lien for Assessments**

The Trusteeship, for each Owner within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Trusteeship

- a regular assessment or charge, billed annually, per-lot, and
- special assessments to be established and collected as hereinafter provided.

The regular and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall inure to the lot itself and shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, and shall pass to any subsequent property owner. The Trusteeship may cause to be recorded in the Office of Recorder of Deeds a statement of delinquent assessment; such statement to contain a legal description of the property upon which the assessment is made, the amount delinquent, and the Owner or Owners of said property, but election or failure to record such statement shall not infringe upon or limit in any way Trusteeship's right to collect any unpaid assessment and/or fee(s).

### **Section 6.2 Purpose of Assessments**

The annual assessments levied by the Trusteeship shall be used for the maintenance, repair and upkeep of the Common Areas and for promoting the general benefit, recreation, health, safety, property values and welfare of the Owners. The purpose of the assessment shall include provisions for:

- Improvement, construction, repair, maintenance, care, upkeep and management of the Common Areas and the improvements thereon;
- Payment of any taxes and assessments by any governmental agency;
- Payment of insurance premiums on the Common Areas and any improvements thereon;



- Payment of professional fees and services for the day-to-day operation of the Trusteeship;
- Payment of all other costs and expenses related to the management and maintenance of the Common Areas; and
- Maintain the lakes, docks and dams established within the Property.

Nothing contained herein shall limit the Trusteeship's right and powers granted in this Article or elsewhere in these Amended Indentures and the Bylaws.

The assessments may not be used for legal fees, court costs, purchase, or lease or the repair, maintenance or replacement of any equipment of any utility or service providers.

### **Section 6.3 Annual Assessments**

All Lots shall be subject to an annual assessment in order to provide the Trusteeship with a general fund with which to exercise its powers, maintain the Common Areas and improvements located thereon, and to render the services provided for herein. The annual levy amount can only be increased by voted approval of the majority of the lot owners in good standing. Any future automatic incremental increase authority granted by vote of the membership shall be incorporated as an amendment to these Indentures.

### **Section 6.4 Special & Other Assessments**

In addition to the annual assessment provided for in Section 6.3 above, the Trusteeship may levy a special assessment for capital improvements to the Common Areas or for such purposes as the Board may recommend and any special assessment levy shall require the approval, by balloted vote, of a simple majority of the lot owners in good standing.

### **Section 6.5 Remedies**

In the event any owner fails to pay any assessment when due (a "Delinquent Owner" no longer in "Good Standing"), the Trusteeship may take such action as the Board may determine necessary for collection of same, including suit for collection and foreclosure of the lien for assessments provided for herein. In the event the Board employs an attorney for collection of any unpaid assessment or foreclosure of such lien, the Delinquent Owner shall pay all reasonable attorney fees and costs of collection or foreclosure incurred by the Trusteeship in connection therewith in addition to the amount of unpaid assessments. Each assessment that remains unpaid for a period of more than thirty (30) days shall, at the election of the Board, bear interest at the rate of eighteen percent (18%) per annum. The remedies provided for herein are not exclusive and are in addition to any and all other remedies available at law or in equity.

### **Section 6.6 Foreclosure of Lien**

By accepting a deed to an Owner's respective Lot, each Owner acknowledges that a continuing lien with power of sale is thereby created for securing payment of any and all assessments due with respect to such Lot, together with any and all interest accrued upon a delinquent assessment and all costs of collection, including all reasonable attorney fees incurred by the Trusteeship for collection of such delinquent assessment or foreclosure of lien provided for herein.

At any time after thirty (30) days from the date any assessment shall be due, the Board may, but shall not be required to, make written demand for payment to the Delinquent Owner, setting forth the amount due. If such amount is not paid within ten (10) days after delivery of such demand, the Board may then cause a Notice of Delinquent Assessment to be recorded in the Office of the Recorder of Deeds for Washington County, Missouri. The Board shall deliver a letter advising of the Notice of Delinquent Assessment to the then Owner of such Lot. The Notice of Delinquent Assessment shall be executed and acknowledged by a member of the Board and shall state the following:

- The name and last known address of the Delinquent Owner;
- The legal description and street address of the Lot to which such delinquent assessment pertains;
- The amount due as of the date such Notice of Delinquent Assessment is executed and



acknowledged; and

- That a lien exists against the Lot in favor of the Trusteeship pursuant to these Amended Indentures for which the Trusteeship may foreclose pursuant to the power of sale granted herein.

Following recordation of the Notice of Delinquent Assessment, the Board may proceed with foreclosure of the lien provided for herein in the same manner as provided by the laws of the State of Missouri for foreclosure of a deed of trust with power of sale, or by appropriate action for judicial foreclosure and sale. At any such sale, the Trusteeship may purchase the Lot and the Delinquent Owner shall remain liable for any deficiency resulting from any sale by foreclosure.

### **Section 6.7 Subordination of Lien for Assessments**

In accordance with Section 448.3-116 R.S. Mo, this assessment is prior to all other liens and encumbrances on a unit, except, in part:

- 1) Liens and encumbrances recorded before the recordation of the Trusteeship declaration;
- 2) Any mortgage or deed of trust securing a purchase money loan for the unit recorded prior to August 28, 2014; and
- 3) Any mortgage or deed of trust on a unit recorded before the date on which the assessment sought to be enforced became due, except that a lien under this section has limited priority for common expense assessments in an amount not to exceed six months of delinquent common-expense assessments, which would have become due in the absence of acceleration during the six months immediately preceding the date of filing a petition to enforce the Trusteeship's lien or the date of sale by the holder of a mortgage or deed of trust.

No sale, grant of a deed of trust or mortgage, or other transfer of any interest in any Lot shall relieve such Lot from liability for any assessments then or thereafter becoming due or from the lien therefore.

## **ARTICLE 7 CORPORATE STRUCTURE, DUTIES, AND LIABILITIES**

### **Section 7.1 Organization**

The Trusteeship shall be a not-for-profit corporation organized and existing under the general not-for-profit corporation law of the State of Missouri, charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, these Amended Indentures and any amendments thereto. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with these Amended Indentures or any amendments thereto. A Board of Trustees and such officers as the trustees may elect or appoint, in accordance with the Articles and the Bylaws, shall conduct the affairs of the Trusteeship.

### **Section 7.2 Powers and Duties of the Trusteeship**

The Trusteeship shall have such rights, powers and duties as set forth in the Articles and Bylaws.

### **Section 7.3 Rules**

By majority vote of the Board, the Trusteeship may from time to time and subject to the provisions of these Amended Indentures, adopt, amend, and repeal the Rules and Regulations covering the use of any Common Area by any Owner, by the family of such Owner, or by any invitee, licensee or lessee of such Owner; provided, however, that such rules may not discriminate among Owners and shall not be inconsistent with these Amended Indentures, the Articles or Bylaws. A copy of such rules as they may from time to time be adopted, amended or repealed shall be made available on the Trusteeship website. Upon enactment, said rules shall have the same force and effect as if they were set forth in and were part of these Amended Indentures.

### **Section 7.4 Personal Liability**

No member of the Board or any committee of the Trusteeship, or any officers of the Trusteeship, shall be personally liable to any owner, or to any other person or entity, including the Trusteeship, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence by the Trusteeship, the Board or any other representative or employee of the Trusteeship, or any committee or any



officer of the Trusteeship, provided that such person has, upon the basis of such information as may be possessed by such person, acted in good faith without willful or intentional misconduct.

## **ARTICLE 8 GENERAL PROVISIONS**

### **Section 8.1 Enforcement**

The Trusteeship or any Owner in good standing shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Amended Indentures and any subsequently recorded amendment thereto. Failure by the Trusteeship or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

### **Section 8.2 Severability**

Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions that shall remain in full force and effect.

### **Section 8.3 Amendment**

(a) The covenants and restrictions of these Amended Indentures shall run with and bind the land, for a term of thirty (30) years from the date of these Amended Indentures is recorded, after which time they shall be automatically extended for successive period of ten (10) years unless otherwise amended as herein provided or terminated by an affirmative majority vote of the Lots;

(b) No amendment shall be effective until it is recorded in the Deed Records of Washington County, Missouri.

### **Section 8.4 Violations and Nuisances**

Every act or omission whereby any provision of these Amended Indentures is violated in whole or in part is hereby declared to be a Nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by the Trusteeship or any Owner. However, any other provision to the contrary notwithstanding, only the Trusteeship, the Board or their duly authorized agents may enforce by self-help any of the provisions of these Amended Indentures.

### **Section 8.5 Violation of Law**

Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of these Amended Indentures and subject to any or all of the enforcement procedures set forth in said Amended Indentures.

### **Section 8.6 Delivery of Notices and Documents**

Any written notice or other document relating to or required by these Amended Indentures may be delivered either personally, electronically, or by mail. If by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States Postal Service First Class mail, postage pre-paid, as to any owner, to the address of any lot within the Property, owned, in whole or in part, by him or her, or to any other address last furnished by an Owner to the Trusteeship. Failure of the Owner to receive any such notice or document, whether due to incorrect or insufficient addressing, relocation, or any other reason, does not constitute a violation of fiduciary duty for the Trusteeship, and will not render any owner exempt from any assessment or citation.

### **Section 8.7 The Amended Indentures**

By accepting a deed or by acquiring any ownership interest in any of the real property included within the Trusteeship, each person or entity, for himself, herself or itself, and their heirs, personal representatives, successors, transferees and assigns, binds them and the subject lot(s) to the covenants, conditions, rules and regulations now or hereafter imposed by these Amended Indentures and any amendments thereto. In addition, each such person by so doing thereby acknowledges that these Amended Indentures sets forth a



## **EXHIBIT A LEGAL DESCRIPTION**

Somethin Green, Lake Area No. 1, Section A, a subdivision filed for record in Plat Book 4 at Page 37.

Somethin Green, Lake Area No. 1, Section B, a subdivision filed for record in Plat Book 4 at Page 36A.

Somethin Green, Lake Area No. 1, Section C, a subdivision filed for record in Plat Book 5 at Page 6.

Somethin Green, Lake Area No. 1, Section D, a subdivision filed for record in Plat Book 5 at Page 59.

Somethin Green, Lake Area No. 1, Section E, a subdivision filed for record in Plat Book 6 at Page 73.

Somethin Green, Lake Area No. 1, Section F, a subdivision filed for record in Plat Book 6 at Page 24.

Somethin Green, Lake Area No. 2, Section A, a subdivision filed for record in Plat Book 4 at Page 75.

Somethin Green, Lake Area No. 2, Section B, a subdivision filed for record in Plat Book 5 at Page 24.

Somethin Green, Lake Area No. 3, Section A, a subdivision filed for record in Plat Book 5 at Page 57.

Rogue Creek Valley, Lake Area No. 1, Section H, filed for record in Plat Book 10 at Page 36.

Rogue Creek Valley, Plat 2C, a subdivision filed for record in Plat Book 6 at Page 62.

Rogue Creek Valley, amended Plat 2C, a subdivision filed for record in Plat Book 6 at Page 74.

Rogue Creek Valley, Plat 2D, a subdivision filed for record in Plat Book 6 at Page 65.

Rogue Creek Valley, Plat 2E, a subdivision filed for record in Plat Book 6 at Page 75.

Rogue Creek Valley, Plat 2F, a subdivision filed for record in Plat Book 6 at Page 76.

Rogue Creek Valley, Plat 2G, a subdivision filed for record in Plat Book 6 at Page 77.

Rogue Creek Valley, Plat 2H, a subdivision filed for record in Plat book 6 at Page 78.

Rogue Creek Valley, Plat 2J, a subdivision filed for record in Plat Book 7 at Page 5.

Rogue Creek Valley, Plat 3B, a subdivision filed for record in Plat Book 7 at Page 1.

Rogue Creek Valley, Plat 3C, a subdivision filed for record in Plat Book 7 at Page 2.

Rogue Creek Valley, Plat 3D, a subdivision filed for record in Plat Book 7 at Page 4.

Rogue Creek Valley, Plat 3E, a subdivision filed for record in Plat Book 7 at Page 3.

Rogue Creek Valley, Plat 3F, a subdivision filed for record in Plat Book 7 at Page 9.

Rogue Creek Valley, a 39.42-acre tract of land situated in part of the southeast quarter of the southeast quarter of Section 1, Township 38 North, Range 2 East of the Fifth Principal meridian, as shown on Plat Book 10 at Page 35.

Rogue Creek Valley, a 0.05-acre tract of land situated in part of the southeast quarter of the southeast quarter of Section 1, township 38, Range 1 East.



## EXHIBIT B DWELLING REQUIREMENTS CODE REGULATIONS

This guide is intended to provide the design professional, future homeowner, and/or contractor with basic information about regulations pertinent to the design and construction buildings intended to be used as a dwelling unit in Rogue Creek Valley. All residences and dwellings shall be:

- If site-built, constructed according to a Board-approved building plan and built on a foundation or basement.
- If manufactured (prefabricated/modular type\*) offsite and trucked in (provided they have the affixed seal of the Missouri Public Service Commission (MPSC) as a prefabricated/modular home), be set on an "approved foundation".
- Manufactured modular or pre-fabricated units must have been built less than 5 years prior to installation date.
- Be aesthetically pleasing, with land- and/or hard-scaping that does not detract from the appearance of the community.

\*Prefabricated/modular homes are generally transported to the site on flatbed trucks or on a temporary axle with wheels that is removed at the destination site so that the home can be set on a foundation. "Tiny Houses" constructed on a permanent chassis with wheels by either a manufacturer or owner are not permitted within most residential areas in Rogue Creek Valley, except by special written authorization from the Board of Trustees, as outlined in the Indentures. Generally, all other dwellings constructed on wheels, either by a manufacturer or owner, would be considered RV's intended for occasional recreational use and thus not allowed to be used as a dwelling unit or house trailer (mobile home) for living purposes. Construction guidelines require that the electrical, plumbing, and mechanical work for houses built on-site be inspected and approved by the Board of Trustees or building committee. On-site utility hookups for MPSC labeled prefabricated/modular homes must be in compliance with our Indentures and By-Laws, and approved by the Board of Trustees. The following is an over-view of the minimum room and space square footage and ceiling height requirements, including overcrowding regulations, applicable to the design and occupancy of approved dwellings, as amended and adopted by Rogue Creek Valley. Compliance with the most restrictive provisions of these codes is required in order to construct and occupy, as well as, to eventually sell and re-occupy any dwelling unit.

### MINIMUM ROOM AREA, SPACE, AND CEILING HEIGHT REQUIREMENTS

The aggregate area of the rooms and spaces, and ceiling heights within, shall contain a minimum of 600 square feet of living space.

**Minimum living room area:** Every dwelling unit shall have at least one habitable room that shall have not less than 120 square feet of gross floor area. The Trusteeship identifies this room as a living room and its space shall not be combined with any other description to circumvent these requirements.

**Bedroom(s):** Bedrooms shall not be less than 10 feet in any horizontal dimension and shall have a floor area of not less than 100 square feet. Every dwelling shall have at least one separate sleeping area (bedroom).

**Kitchen:** Each dwelling unit shall be provided with a kitchen area and every kitchen area shall be provided with a sink, a cooking stove, and refrigeration unit (refrigerator, ice box, etc, of not less than 3 cubic feet capacity). Kitchens shall have a minimum area of 100 square feet and have a clear passageway of not less than 3 feet between counter fronts and appliances or counter fronts and walls.

**Other habitable rooms:** Other habitable rooms shall not be less than 10 feet in any horizontal dimension and shall have a floor area of not less than 100 square feet. A separate dining area is required when the dwelling unit is intended for more than 2 occupants. For 3 or more residents the dining room is required to be a minimum of 100 square feet.

**Bathroom:** Every dwelling unit shall be provided with a partitioned off bathroom having a toilet, lavatory, and bathing facility (bathtub or shower or combination of both). The toilet and lavatory shall not be set closer than 15 inches from their centerline to any side wall, partition, vanity, tub, or shower or set closer than 30 inches between the centerlines of adjacent fixtures. At least 24 inches clearance shall be provided in front of the fixtures. The lavatory shall be located in close proximity to the toilet. The kitchen sink shall not substitute for the lavatory. To comply with the fixture spacing and clearance requirements, bathrooms should be no less than 80 square feet.

**Vertical egress & hallways:** Vertical egress from habitable levels shall be by a 30-inch-wide stairway having a maximum riser height of 8¼ inches, minimum tread depth of 9 inches, and minimum 6 feet 8 inches headroom. Winder treads and spiral stairs are permitted, if inspected and approved by the building committee. Interior ladders are allowed for spatial access, but exterior egress ladders are not permitted.



Hallways, if provided, shall be not less than 30 inches wide.

**Mechanical equipment & appliances:** Heat and hot water must be installed. Sufficient space shall be provided for mechanical equipment and hot water appliances to maintain minimum clearances to combustible materials and provide access for maintenance. A minimum of 30 inches of clearance is required at the front of the appliance for service. (Reference the manufacturer's installation instructions depending on type of heating system and hot water appliance selected)

**Electrical panel:** An electrical system connected to a public utility must be provided. Circuit breaker panels shall not be concealed and are not permitted in a bedroom or within bathrooms or clothes closets. A minimum 36 inch deep by 30 inch wide, having a minimum 6 feet 6 inches headroom, unobstructed clearance area is required in front of electrical panels. Doors cannot open towards a panel. Counters and cabinets cannot be installed under the electrical panel.

**Ceiling height:** Habitable space (living/dining areas, bedrooms, kitchen area, etc.), hallways, bathrooms, toilet rooms, laundry rooms and portions of basements containing these spaces shall have a ceiling height of not less than 7 feet. Exceptions: For rooms with sloped ceilings, at least 50 percent of the required floor area of the room must have a ceiling height of at least 7 feet and no portion of the required floor area may have a ceiling height of less than 5 feet. These types of rooms are to be used exclusively for sleeping, study, or similar purposes. Bathrooms shall have a minimum ceiling height of 6 feet 8 inches at the center of the front clearance area for fixtures. The ceiling height above fixtures shall be such that the fixture is capable of being used for its intended purpose. A shower or tub equipped with a showerhead shall have a minimum ceiling height of 6 feet 8 inches above a minimum area 30 inches by 30 inches at the showerhead.

**Utility hookups:** All plumbing fixtures must be connected to the Rogue Creek Utilities water and sewer system, if located in a serviced area. An electrical system connected to a public utility is required. If utilities are not provided in the area where the dwelling is to be located, no permanent residence may be installed until such utilities are available.

#### **KEY WORD AND TERM DEFINITIONS**

**Bathroom.** A room containing plumbing fixtures including a bathtub or shower.

**Bedroom.** Any room or space used or intended to be used for sleeping.

**Dwelling.** Any building that contains spaces used, intended, or designed to be occupied for living purposes.

**Dwelling Unit.** A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

**Habitable Space.** A space in a building for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces and similar areas are not considered habitable spaces.

**Room.** A partitioned part of the inside of a building.

**Approved Foundation.** For prefabricated/modular homes located within Rogue Creek Valley, a concrete or masonry perimeter enclosure that creates a basement or crawl space area below the dwelling unit. Attached porches and decks may be supported on the ends by piers.



general scheme for the continued improvement and maintenance of the real property covered thereby.

**WITNESSETH:**

WHEREAS Oakwood Development Corp. (the "Developer") and William Rummel, Mildred Rummel and William Adams (collectively, together with their successors and assigns, the "Developer Trustee") created a Corporation under the Indenture of Restrictions dated November 19, 1971, as amended (the "Original Documents"); and

WHEREAS the Developer Trustee desired to reorganize as an initial Board of Trustees and convey all of its rights, title and interest in that certain property in the County of Washington, State of Missouri, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property") to the Corporation; and

WHEREAS the Corporation desired to have and accede to all of the rights, title, and interest in the Property conveyed by the Developer Trustee and

WHEREAS the Developer Trustee was reorganized as the initial Board of Trustees and filed its certificate with the State of Missouri on September 17, 1986;

NOW, THEREFORE, in consideration of the foregoing recitals, the Trusteeship hereby declares that all of the Property, including all Lots and Common Areas described in Exhibit A, shall be, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth and shall be subject to the covenants, conditions, easements and changes set forth below which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

State of Missouri  
County of Washington

On the November 6, 2023, personally appeared before me Susan King President, duly elected or appointed Officer of the Board of Trustees of Rogue Creek Valley, Inc., proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon whose behalf he/she acted, executed the document.

WITNESS my hand and official seal

(Notary Signature) Kimberly Rena Buckley

