

*DECLARATION OF RESTRICTIONS,  
COVENANTS AND CONDITIONS  
OF FREMONT SPRINGS ESTATES*

This Declaration of Restrictions, Covenants and Conditions for FREMONT SPRINGS ESTATES made, on the date hereinafter set forth, by MDP Properties LLC.

WITNESSETH:

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, 2009. Developer was the owner of record of the following described real property, hereinafter called FREMONT SPRINGS ESTATES.

Property Description:

WHEREAS, the final plat FREMONT SPRINGS ESTATES was recorded on \_\_\_\_\_ in Christian County, Missouri.

NOW THEREFORE, Developer does hereby declare that FREMONT SPRINGS ESTATES Subdivision shall be subject to the restrictions, covenants and conditions, easements and charges, hereinafter set forth, which shall run with the land and be binding on all present and future owners, and shall inure to the benefit of each owner of the land included in FREMONT SPRINGS ESTATES.

**ARTICLE I  
DEFINITIONS**

Section 1: As used in this Declaration of Restrictions, Covenants and Conditions:

- (a) "Developer" shall mean MDP Properties LLC, and any entity designated as a Developer or successor.
- (b) "Declaration" shall mean the covenants, conditions, and restrictions and all other provisions set forth in this entire Document, as the same may from time to time be amended, together with any and all Supplementary Declarations relating to all or part of FREMONT SPRINGS ESTATES.
- (c) "Property" or "Properties" shall mean and refer to the acreage described in property description set forth above, and referred to as FREMONT SPRINGS ESTATES herein.
- (d) "Owner(s)" shall mean the record owner, whether one or more persons or entities, of a fee or undivided interest in any lot. The foregoing does not include any persons or entities that hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise in this Declaration, the term "Owner" shall not

include a lessee or tenant.

- (e) "Single Family Residence" shall mean a structure containing one dwelling only and occupied by not more than one family.
- (f) "Lot" shall mean any parcel of real property designated as a Lot on any recorded Subdivision Plat within FREMONT SPRINGS ESTATES.
- (g) "Subdivision Plat" shall mean a recorded plat covering any or all of the property referred to in this Declaration.
- (h) "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six (6) feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.
- (i) "Corner Lot" shall mean any lot which abuts, other than at its rear line, upon more than one street:
- (j) "FREMONT SPRINGS ESTATES" shall mean the acreage described in property description set forth above.
- (k) "Rules" shall mean and refer to those rules and regulations as passed and promulgated by the Architectural Committee, from time to time, as to FREMONT SPRINGS ESTATES.

## **ARTICLE II**

### **PROPERTY SUBJECT TO THE FREMONT SPRINGS ESTATES RESTRICTIONS**

#### **Section I: General Declaration Creating FREMONT SPRINGS ESTATES**

Developer will develop FREMONT SPRINGS ESTATES in phases, by subdivision into various Lots. Developer may supplement or modify this Declaration with such additional covenants, conditions and restrictions as may be appropriate. Developer's sale and conveyance of Lots is subject to this Declaration, as modified and amended. Developer hereby declares that all of the real property within FREMONT SPRINGS ESTATES, is; and shall be held, conveyed, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time. This Declaration, as amended or modified, in furtherance of a general plan for the subdivision, improvements and sale of said real property and every part thereof. All of this Declaration shall run with all of real property within FREMONT SPRINGS ESTATES for all purposes and shall be binding upon and inure to the benefit of the Developer and all Owners and their successors in interest.

## **ARTICLE III**

### **ARCHITECTURAL CONTROL**

**Section 1: Review of Committee.** No structure, residence, accessory building, tennis court, swimming pool, fence, mailbox, wall, lot drainage works, exterior area lighting or other improvement shall be constructed or maintained upon any Lot, and no alteration to the exterior of a structure shall be undertaken unless complete plans and specifications showing the exterior design, height, building material and color schemes thereof and the location of the structure on the Lot as required by the Architectural Committee, shall have been submitted to and approved in writing by the Architectural Committee.

**Section 2: Duties** The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the properties conform and harmonize with the existing surroundings and structures.

Section 3: Procedures.

- (a) The Architectural Committee shall approve or disapprove all plans and requests within thirty (30) days after-receipt by the Committee. In the event the Architectural Committee fails to take any action within thirty (30) 'days after a request has been submitted, approval shall be presumed and this Article shall be deemed to have been fully complied with.
- (b) A majority vote of the Architectural Committee shall be necessary for approval of any request.

Section 4: Members of Committee. The Architectural Committee shall initially consist of David Paris, Michael Paris and Kyle Rinne who may designate one or more additional members as desired. In the event of the resignation, inability or refusal to act of any member, the remaining member or members may appoint a successor. When all Lots have been conveyed to other than the Developer or their successors, or if the committee shall resign without designating a successor or successors, thereafter three Committee members shall be elected. for three year terms by a vote of the owners of the Lots, each owner or owners having one vote per lot owned for each' Committee member, and the three persons with the highest number of votes will be elected.

Section 5: Liability of Committee. The Architectural Committee shall not be liable for damages to any person submitting a request for approval, or to any Owner by reason of any action, failure to act, approval or disapproval, or failure to approve or disapprove any such request.

**ARTICLE IV**  
**USE AND BUILDING RESTRICTIONS**

Section 1: The following restrictions are imposed upon each residential Lot for the benefit of all Owners and the Developer.

Section 2: Single Family Residential Use; All Lots shall be used, improved and devoted exclusively as a one-family dwelling and no gainful occupation, profession, trade, or other nonresidential use shall be conducted on any such Lot. Nothing herein shall be deemed to prevent the leasing of any such dwelling from time to time, by the Owner, thereof, subject to all of the provisions of the Declaration. No structure whatever shall be erected, placed or permitted to remain on any Lot except a detached one-family dwelling, together with:

- (a) A detached private garage: and/or
- (b) A detached utility building

Section 3: Animals. No animals, fowl, or livestock, shall be allowed, unless authorized by the Architectural Committee and/or a reasonable number of generally recognized house pets, shall be maintained on any property within FREMONT SPRINGS ESTATES, and then only if they are kept solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure or pen for the care, housing or confinement of any animal shall be constructed or maintained, without the approval of the Architectural Committee. Upon the written request of any Owner, the Architectural Committee shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally recognized house pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Architectural Committee shall be enforceable as other restrictions contained herein. Pets shall not be allowed loose or unsupervised on any part of the Properties and walking of pets shall be allowed only on such portions of the properties as the Architectural Committee may prescribe by its Rules and

Regulations.

Section 4: Antennas. No antenna or other device for the transmission or reception of electronic signals shall be erected, used or maintained outdoors on any Lot, which antenna or other device shall be visible from the street adjoining the front of said Lot, unless approved by the Architectural Committee. TV antennas shall be erected so as to be as inconspicuous as possible and no such TV antenna shall extend more than six (6) feet above the ridge of the roof of the particular dwelling unit upon which the antenna is located; provided, however, the Architectural Committee shall have the authority to award variances based on hardship or unusual circumstances with respect to the foregoing prohibition. Satellite dishes shall be located at or on the rear of any residence.

Section 5: Improvement and Alterations. No building, fence, wall, residence or other structure shall be commenced, erected, improved, or structurally altered, without the prior written approval of the Architectural Committee. The exterior surface of a single-family structure shall not be painted or changed in any manner without the prior written approval of the Architectural Committee.

Section 6: Temporary Occupancy. No trailer, incomplete building, tent, shack, or garage and no temporary building or structure of any kind shall be used at any time for a residence on any property within FREMONT SPRINGS ESTATES. Temporary buildings or structures used during the construction of any such property shall be removed immediately after the completion of construction.

Section 7: Trailers and Motor Vehicles. No mobile or motor home, trailer of any kind, truck (larger than 1 ton), camper, boat, or permanent tent or similar structure shall be parked, kept, maintained or repaired upon any property or street (public or private) within FREMONT SPRINGS ESTATES, between the hours of 12 midnight and 5:00 A.M., in such a manner as will be visible from neighboring property; nor shall any motor vehicle of any kind be constructed, reconstructed or repaired on public or private property within FREMONT SPRINGS ESTATES, provided, however, that the provision of this paragraph shall not apply to emergency vehicle repairs, or temporary construction shelters or storage facilities approved by the Architectural Committee and used exclusively in connection with the construction of any improvements. Any exceptions to Section 7 must be approved annually in writing by the Architectural Committee.

Section 8: Motor Vehicles--Excessive Noise. If the Architectural Committee determines that any motor vehicle is creating loud or annoying noises by virtue of its operation within the properties, such motor vehicle is a nuisance and said operation, upon notice by the Architectural Committee to the Owner or operator thereof, shall be prohibited within the properties.

Section 9: Maintenance of Lawn and Plantings. Each Owner of a Lot within FREMONT SPRINGS ESTATES shall keep all shrubs, trees, grass and plantings, including the area located between the boundary line of his property and the street on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. In the event that any Owner fails to maintain his lawn or plantings as provided herein, the Architectural Committee, or its agents, may enter upon said Lot and may do so, and the Owner shall reimburse the Architectural Committee for its costs, upon demand. The Architectural Committee may enforce collection of said expenses in the same manner as set forth in Article IV, Section 31 and 35.

Section 10: Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within FREMONT SPRINGS ESTATES, and no odors shall be permitted to arise there from so as to render any such Lot and any portion thereof; unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. The Architectural Committee in its sole discretion shall have the right to determine the existence of any such nuisance and for the purpose of this Declaration such determination shall be conclusive.

Section 11: Repair of Buildings. No building, structure or fence upon any Lot within FREMONT SPRINGS ESTATES shall be permitted to fall into disrepair, and each such building, structure or fence shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 12: Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within FREMONT SPRINGS ESTATES except covered containers of a standard type. In no event shall such containers be maintained so as to be visible from Neighboring Property except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collections. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. The owner of each lot shall contract for weekly pick up of solid waste.

Section 13: Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot within FREMONT SPRINGS ESTATES unless they are erected, placed or maintained exclusively with an area not visible from Neighboring Property.

Section 14: Encroachments. No tree, shrub, or planting of any kind on any Lot within FREMONT SPRINGS ESTATES shall be allowed to overhang or otherwise encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of eight (8) feet, without the prior approval of the Architectural Committee.

Section 15: Machinery and Equipment. No machinery or equipment of any kind shall be placed, parked, operated or maintained upon or adjacent to any lot within FREMONT SPRINGS ESTATES except that:

1. An owner (or guest, invitee, licensee, tenant, lessee, family member, agent or employee thereof) may use such machinery or equipment as is usual and customary in connection with the use and maintenance of that owner's lot, or the improvements thereon.
2. A builder or contractor constructing improvements for an owner may use such machinery or equipment as is normal and customary in connection with the construction of improvements on an owner's lot, provided that such machinery and equipment is actively being used by the builder or contractor and is stored or placed in an area approved by the Architectural Committee and that no trucks of any kind or nature shall be kept, parked or placed upon any lot or street (public or private) within FREMONT SPRINGS ESTATES between the hours of 12:00 midnight and 5 A.M., unless permission to the contrary is temporarily granted by the Architectural Committee.

Section 16: Restriction on Further Subdivision. No lot within FREMONT SPRINGS ESTATES shall be further subdivided or separated into smaller Lots by an Owner without the prior written approval of the Architectural Committee. No portion of the single-family residence Lot less than the entire Lot, together with the improvements thereon, may be rented, and then only to a single family.

Section 17: Signs. No sign of any kind shall be displayed to the public view of any Lot except:

- (a) One sign of not more than six (6) square feet, advertising the property for sale or rent;
- (b) Signs used by a builder to advertise property during the construction and sales period;
- (c) Signs of such shape, size and location as the Developer deems necessary for security control and to advertise the project;
- (d) One Sign, not to exceed one (1) square foot in size, which may contain the name or

names of the Owner or Owners and/or the dwelling unit number;

Section 18: Dwelling Size. The Architectural Committee shall exercise its best judgment to see that all structures, as to size, conform to and harmonize with the existing surrounding's and structures.

Section 19: Building Location.

- (a) No building shall be located nearer to any lot line than the minimum set back line shown on the recorded plat of FREMONT SPRINGS ESTATES.
- (b) The building location must be approved by the Architectural Committee.

Section 20: Fences. No fence or wall shall be erected, placed or altered on any Lot until the structure has been approved by either the Architectural Committee, or a designated representative, as to quality of workmanship and type of materials, harmony of exterior design with existing structures, height, and as to location with respect to other structures, topography and finish grade elevations. Any lot perimeter where fencing is required shall be post and rail fencing and shall require approval by the Architectural Committee. A 42" high shadow box fence may be used in a designated area behind the residence if approved by Architectural Committee.

Section 21: Easements. Easements are reserved as shown upon the recorded plat of FREMONT SPRINGS ESTATES.

Section 22: Soil Removal. Soil may not be removed from the subdivision without consent of the Architectural Committee.

Section 23: Garage Doors. The doors of all garages shall be kept closed at all times except when necessary for ingress and egress. The doors of all garages shall be installed with electric or battery powered opening and closing devices.

Section 24: Outside Lighting. Spotlights, floodlights, or similar type high intensity lighting shall be designed, located and constructed so as to eliminate or significantly reduce glare on adjoining residences, and the Architectural Committee may direct that they be redesigned or eliminated if they determine that is it advisable. Other types of low intensity lighting which do not disturb the Owners or other occupants of the properties may be allowed.

Section 25: Mailboxes. Each Owner shall construct a mailbox which shall be completed prior to occupying the residence. The mailbox shall be of the design, materials and specifications approved by the Architectural Committee.

Section 26: Roofs. All roofs shall have an exterior surface which shall be approved by the Architectural Committee, in its discretion.

Section 27: Exterior Walls. The exterior wall covering must be approved by the Architectural Committee.

Section 28: Completion. A structure shall be completed within a reasonable time after commencement of construction. Exterior of dwelling, lawn and landscaping must be completed within twelve (12) months. In the event of fire, windstorm, or other damage, a structure shall be repaired, remodeled; rebuilt or completely removed within a reasonable time.

Section 29: Remedies. In the event that an Owner (or Owner's builder, contractor, guest, invitee, licensee, tenant, lessee, family member, agent or employee), shall violate or permit to be violated, any of the provisions set forth in this Declaration, the Architectural Committee shall cause to be delivered to said Owner a written Notice of Violation: Said Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated and remedied within a reasonable time from the mailing date of said Notice.

If after a reasonable time has lapsed from the date of said Notice, the violation has not been voluntarily terminated by the Owner, the Architectural Committee shall have the authority to pursue and affect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of said violation. This authority shall include, but shall not be limited to, the power to employ laborers to enter upon the premises of said Owner for the purpose of removing and/or terminating the cause of said violation. If, by virtue of the exercise of the authority granted herein, the Architectural Committee shall incur expenses, including reasonable attorneys' fees, in connection with the process of removing and/or terminating said violation, (hereinafter referred to in Section 29 and 33 as the "remedial amount"), the collection of the Remedial Amount so incurred may be affected in the manner provided in Article IV, Section 33.

For purposes of administering this Section, the determination of whether a violation has been, or is being, committed and the determination of what time period constitutes a "reasonable" time allowable for voluntary termination of the same, shall be made by the Architectural Committee after taking into consideration the facts and circumstances surrounding the particular volatile situation, condition or occurrence.

Section 30: Utilities. All utilities are to be located underground except existing service to 6535 N Fremont Rd, Ozark, MO 65721, provided, however, propane tanks may be permitted subject to the approval of the Architectural Committee and such propane tanks shall be hidden from view by landscaping or a privacy fence.

Section 31: Wiring. All exterior wiring shall be installed underground including, but not limited to, electric, telephone, TV, cable, etc.

Section 32: Driveways. All parking areas and driveways shall be surfaced with concrete, asphalt or other approved hard surfaces except 6535 N Fremont Rd, Ozark, MO 65721.

Section 33: Enforcement.

- (a) Suit. The Architectural Committee may cause a suit at law to be commenced and maintained in the name of any authorized representative against any Owner to enforce the provisions set forth in this Declaration. Any judgment rendered in any such action shall include the Remedial Amount, together with interest thereon at the rate of (18%) percent per annum or a maximum legal rate if less, from the date the Architectural Committee incurred such Remedial Amount, court costs, and reasonable attorneys' fees in such amount as the court adjudge against the Owner.
- (b) Lien. There is hereby created a claim of lien, with power of sale, on each and every Lot within FREMONT SPRINGS ESTATES to secure payment to the Architectural Committee of any Remedial Amount. At any time after the occurrence of any violation of the provisions set forth in this Declaration, Architectural Committee or any authorized representative, shall make a written demand for payment to the defaulting Owner on behalf of the Architectural Committee. Said demand shall state the source date, and the amount of the Remedial Amount. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim of lien. If such Remedial Amount is not paid within ten (10) days after delivery of such demand, the Architectural Committee may elect to file such a claim or lien on behalf of the Architectural Committee against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any agent of the Architectural Committee, and shall contain substantially the following information;
  - (1) The name of the delinquent Owner;
  - (2) The legal description and street address of the Lot against which the claim of lien is made;
  - (3) The total amount claimed to be due and owing for the Remedial Amount, interest

thereon, collection costs, and reasonable attorneys fees;

(4) That the claim of lien is made by the Architectural Committee pursuant to the  
FREMONT  
SPRINGS ESTATES Declaration; and

(5) That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon (1) recordation of a duly executed original or copy of such a claim of lien, and (2) mailing a copy thereof to said Owner, the lien claimed thereon shall immediately attach and become effective in favor of the Architectural Committee as a lien upon the Lot for which such Remedial Amount was due. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any Lot, assessment on any Lot in favor of any municipal or other governmental assessing unit, and the liens which are hereinafter specifically described in Section 33. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a trust deed, with a power of sale, as set forth by the laws of the State of Missouri, as the same may be changed or amended. The lien provided for herein shall be in favor of the Architectural Committee. The Architectural Committee shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any such Lot. In the event such foreclosure is by action in court, reasonable attorney's fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law.

Section 34: Subordination of the Lien to Mortgages. The lien provided for in Article IV, Section 33, shall be subordinate to the lien of any first mortgage, the sale or transfer of any Lot shall not affect said lien.

## **ARTICLE V**

### **GENERAL PROVISIONS**

Section I: Enforcement. The Developer, the Architectural Committee, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restriction, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration as modified and amended. Failure by the Developer, Architectural Committee, 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 2: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3: Amendment. These covenants may be amended or terminated in whole or in part at any time by instrument in writing executed and acknowledged by the Owners of a majority of the Lots in said subdivision and filed in the Christian County Recorder's Office.

Section 4: Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be Nuisance and may be enjoined or abated, whether or not the Relief sought is for negative or affirmative action, by Developer, Architectural Committee, and any Owner or Owners of Lots within FREMONT SPRINGS ESTATES. However, any other provision to the contrary notwithstanding, only the Developer, the Architectural Committee, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of these Restrictions.

Section 5: Remedies Cumulative. Each remedy provided by these Restrictions is cumulative



they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in Christian County, Missouri the day and year last above, written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_