RIVERCREST ESTATES

Know all men by these present, that we, Lost Creek Properties & Holdings LLC & its affiliated companies, a Missouri Corporation, owners of Rivercrest Estates, a Subdivision filed for record in Plat Book _____ at Page _____ of the land records of St. Francois County, Missouri, do hereby declare the following covenants, conditions, restrictions and maintenance agreement shall be binding on all parties having any right, title or interest in the property described above or any part thereof, their heirs' successors and assigns, and shall insure to the benefit of each owner thereof.

Lost Creek Properties & Holdings LLC and its affiliated companies, herein after called "Developers", are the owners of the real property described in this declaration and desire to create therein a residential community with open spaces and other common facilities. The Developers may from time to time add additional land to the existing properties of the development. However, the Developers shall be under no obligation to add common grounds to the existing or additional development. The Developers are responsible for all building decisions, maintenance of public areas, and execution and enforcement of all restrictions and covenants until such time as the development is completely sold out, or sooner at the Developers discretion, construction is completed and management is released to the property owners, herein after called the Homeowners Association ("HOA" or "Association"), which is described more fully below.

I GENERAL PROVISIONS

1. **Establishment of Association:** After the development is entirely sold out, and construction completed, or sooner at the Developers discretion, the Developers will transfer management and ownership of any common grounds, enforcement of restrictions, and covenants, to a Homeowners Association which will act in the interests of the individual property owners.
    a. References made to the Association in this declaration have become effective only at the time of such a transfer.
    b. The Association shall be governed by an elected board of directors. The board of directors should have a minimum of 5 members including officers. They are to be elected by a simple majority vote of HOA members. Each member serves a 2-year term. Officers shall consist of President, Vice-President, Treasurer, and Secretary. Meetings held should follow Roberts Rule of Law.
    c. Each landowner(s) will be entitled to 1 (one) vote per tract.
    d. The Developers will also be entitled to one vote if they are living, unless voluntarily relinquished. Also, the Developers can serve on the board of directors until such time as they choose to withdraw.

e. Association board meeting Minutes and assessment records shall be duly documented, retained and be available upon request.

2. **Architectural Committee**: Following the establishment of the Association, they shall appoint an Architectural Committee composed of a minimum of 3 owners or members of the association. The board will serve as the Architectural Committee unless HOA votes by a 2/3 majority to establish a committee to act as the Architectural Committee and report directly to the HOA Board of Directors.
    a. Referrals of property changes or modifications to the architectural committee shall be approved or disapproved within 30 days of submission.
    b. If the architectural committee fails to respond in 30 days, then the plans are assumed to be approved as submitted.
3. **Subdivision:** The above-described tract cannot be subdivided into lots of no less than 1½ acres in size, with only one residence or home permitted per lot.
    a. If a lot larger than 1½ acres is purchased as one tract, regardless of size, it cannot be subdivided into smaller tracts of less than 1½ acre.
    b. If adjoining tracts are purchased, they may later be sold as individual tracts but limited to only of not less than 1½ acre with only one home permitted per tract.
4. **Amendments**: This declaration may be amended at any time and from time to time upon the execution and recording of an instrument executed by the owner holding not less than three-fourths (3/4) of the voting interests provided that so long as the Developer is the owner affected by this declaration, or amendment there to or appoints a director of the property owner's association, no amendment will be effective without Developer's expressed written consent. The Developer reserves the right to make amendments without approval.
5. **Remedies for Violation of the Covenants and Restrictions**: The covenants and restrictions of this declaration shall run with and bind the property and shall ensure to the benefit of and be enforceable by the Developer, the Association, or owner(s) of any property subject this declaration, their respective legal representative, heirs, successors, and assigns.
    a. Violation or breech of any condition, covenant or restriction herein contained shall give the Developer and/or the Association in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants, or restrictions, and to prevent the violation or breech of any of them.
    b. The expense of such litigation shall be borne by the then owner(s) of the subject property, provided such proceedings results in a finding that such owner(s) was in violation of said covenants or restrictions.

i. Expenses of litigation shall include reasonable attorneys' fees incurred by the Developer, the Association, and/or any lot owner(s) in seeking such enforcement.

ii. Said recovery shall be considered a lien against the property owned by the person(s) violating the restrictions and covenants contained herein.

6. **Effective Date**: This declaration shall become effective upon being recorded in the Office of the Recorder of Deeds of St. Francois County, Missouri.

II COVENANT FOR MAINTENANCE ASSESSMENTS

Each owner of a tract shall covenant with and agree to pay to the Developer and later to the Association the following:

1. **Annual Assessments** and Penalties for Non-Payment:
    a. Until amended by the Association the annual assessments shall be $400.00 per tract. These assessments are to be used for street maintenance and common property maintenance.
    b. The first assessment will be due at closing and then annually on June 1, thereafter. The first annual assessment shall not be pro-rated.
    c. Until the Development has been relinquished to the Association the Developer may change the annual assessment fee per tract without approval from current homeowners. Developer is exempt from assessments.
    d. A one-time assessment of $5,000 shall be collected at the first sale of each lot by the Grantor as payment for the construction and paving of Riverview Circle and Bluff Creek Trail. which includes cul-de-sac shown on the plat of the Rivercrest Estates. The Grantor shall hold the one-time assessment in an escrow fund to be used only for construction and initial paving of the streets of the subdivision. The escrow fund shall be turned over to the HOA at such time as the HOA is formed if the street is not yet finished and paved as the time the HOA is formed. Such escrow fund shall not be used for anything but the initial construction and paving of the streets of the subdivision. Upon transfer of the fund, the Grantor is no longer responsible for the construction or paving of the streets of the subdivision or any maintenance thereof.
    e. Once property management is assumed by the Association, annual assessments may be changed by simple majority vote of the association members.
        i. The meeting for such a vote must be called with 30 days’ written notice to the members.

ii. Passage of the change must be made with 2/3 majority vote and a quorum of 60 percent of the property owners must be present or by proxy.

2. **Special Assessments for Capital Improvements**: Such assessments are to be fixed, established, and collected as provided by vote of Association. Voting on special assessments shall be subscribed to the same criteria as with the above change in annual assessments.
3. **Procedure for Unpaid Assessments:** HOA may seek legal action to obtain a judgement for unpaid assessments by any individual property owner.
    a. Said judgement shall be registered to create a lien on the real estate as well as the personal liability of the owner for the unpaid assessment.
    b. In addition to the ability to seek legal action to obtain judgement on unpaid assessments, the Developer or HOA have the right to assess a penalty fee for late payments of $100 per month. This late fee would be applied for the first day of the first month following the due date of the assessment. A $100 late fee will be added for each additional month or portion of a month until those dues have been paid. No adjusting of penalty shall be allowed for late fees regardless of cause.
    c. The prevailing party in such legal action shall receive their attorney's fees and litigation costs as part of the judgement.

III CONSTRUCTION

1. **General Provisions**: No building, fence, wall, additions to, changes, alterations thereon, or any other structure shall be commenced, erected, or maintained upon the development until the plans and specifications showing the nature, kind, shape, height, materials and location of same, have been submitted to and approved in writing. Criteria used initially by the Developer and later the Association Board of Directors for the basis of plan review shall be to assess the harmony of external design and location in relation to the surrounding structures and topography.
2. **Building Requirements**:
    a. The words "enclosed floor area" as used herein shall mean and include any areas of residence enclosed and finished for all year occupancy and shall not mean or include any areas in garages, carports, porches, or attics.
    b. Minimum size requirements for any style single family homes will be 1600 sq. ft. of enclosed floor area.
    c. The minimum width of any structure intended for residence must be 24ft.
    d. The exterior of each dwelling or building shall be constructed with new materials except for new or used brick.

e. Building Lines: Building lines are defined in the recorded plats.
    i. No part of any residence shall be located on any tract nearer to the front street, side street or side property lines than is provided as specified on the recorded plats.
    ii. The Developer or Architectural Committee reserves the right to grant a variance if they deem necessary.
    iii. If two or more lots are purchased and a single residence on the multiple lots is planned, the side yard setback line and utility easements shall be deemed vacated so long as there are no utilities located in said easements.
    iv. A minimum of 25-foot setback must be observed from all sides of a property.

f. **Exterior Colors**: The exterior finishing colors on all structures approved by the architectural committee shall be maintained in good condition.
    i. Frontage: All dwellings shall front or present good frontage on the street to which it is located as shown on the recorded plats unless otherwise approved by the Developer or the Architectural Committee.

3. **Construction of Dwelling**:
    a. No residence or other structure shall be permitted to stand with its exterior in an unfinished condition for longer than twelve (12) months from commencement of construction.
    b. In the event of fire, windstorm, or other damage, no building shall be permitted to remain with the exterior in a damaged condition longer than nine (9) months.
    c. Grass lawns shall be required on all front, side, and rear yards. Seeding, sodding, and/or sprigging shall be permitted.
    d. Basic landscaping is required within a reasonable amount of time upon completion of home building.
    e. All septic systems shall meet the minimum standards of the County and State clean water laws.
4. **Private Swimming Pools**: Construction and location of private swimming pools must be approved by the Developer or Architectural Committee. Private pools must meet with all governing standards, and with all applicable health and sanitary requirements.
5. **Easements**: Easements for installation and maintenance of utilities and drainage facilities are reserved to the Developers as shown on the plats recorded by the Recorder of Deeds Office in St. Francois County.
    a. Such easements shall include the right of ingress and egress for construction and maintenance purposes.

b. Within these, no structure, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or interfere with the installation and maintenance of utilities, tree trimming, and pole anchors as needed.

c. Said streets and all easements shown thereon (unless specifically noted) are hereby dedicated to the various utility companies as their interests may appear and to their successors and assigns for the installation, use, maintenance, repair, and replacement of gas lines, electric, telephone, water, television, television, sanitary sewers, data, and other utilities may be required.

d. 4846 Highway K will not be included in the HOA or held to its rules and standards unless added by Developer with approval of owner.

6. **Private Water Wells, Water Line and Storage Easements**: All new wells must meet St. Francois County and state requirements.

IV PROPERTY USE RESTRICTIONS

1. **Land Use:** All the existing property and all additional land which shall be subject to this declaration shall be subject to the approval of the Association upon recommendation by the Architectural Committee with the following restrictions:

   a. No building or structure shall be used for a purpose other than for which the building or structure was originally.

   b. Any changes to the originally submitted design (except interior decorating).

   e. None of said tracts may be improved, used, or occupied for other than private residence purposes except for model display homes.

   f. Any vacant dwelling or abandoned buildings must be maintained as restrictions dictate.

   g. All dwelling occupants are subject to restrictions and enforcement of such, whether or not they are the owners of the dwelling or tract.

   h. All lot owners shall meet all applicable standards of the county of St. Francois and or State of Missouri for sewage disposal and shall comply with all requirements of the Missouri Clean Water Act.

2. **Obstruction of Traffic**: No fence, wall, tree, hedge, or shrub planting shall be planted or allowed to grow in such a manner as to obstruct sight lines for vehicular traffic.

3. **Natural Water Drainage Restrictions**: No structure, planting or other materials shall be placed or permitted to remain, nor shall any activity be undertaken which may damage or interfere with established slope ratios, create erosion, sliding problems or change the direction of flow of drainage channels. The slope control areas of each tract or other parcel and all improvements on them shall be

maintained continuously by the owner except for those improvements for which a public authority or utility company is responsible.

4. **Nuisances**:
    a. **Noxious or Offensive Activity:** No noxious or offensive activity shall be carried on upon any portion of the Development, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.
    b. **Light Pollution:** No exterior lighting shall be directed outside the boundaries of a tract or other parcel.
    c. **Control of Children**: Owners who are parents of children living in the development, shall be solely responsible for the care, discipline, safety, and supervision of their own children. This applies not only to the parent's property but also to other landowners and the common properties and facilities. Parents of unruly and destructive children shall be warned in writing by the Developer or the Association and are expected to comply with requested suggestions
    d. **Quiet Hours:** Homeowners/landowners shall observe quiet hours from 12:00 A.M to 6:00 A.M. This is set forth not to disturb other homeowners or landowners.
        i. Noise nuisances shall include but are not limited to the following: Revving and racing of engines, gun fire, fireworks, gatherings, etc.
        ii. Any guests of said homeowner/landowners are required to abide by the same rules set forth in this document.
    e. **Visual Nuisances**: Homeowners/landowners must maintain mowed and manicured lawns. The entire lawn must be mowed, trimmed, and landscaped on a routine basis including but not limited to ditches, roadways and driveways. Wooded areas, areas under construction, and/or areas owned by Developer are excluded.
    f. **Noxious or Offensive Odors**.
        i. Outside woodstoves and fireplaces used for the purpose of supplemental or primary heating of dwellings or other buildings are allowed provided they meet or exceed EPA Guidelines and have been approved in writing by the Developer or Association.
        ii. Burning of trash/waste is strictly prohibited.
    g. **Controlled Burning: Fires** to burn leaves and brush are allowed under controlled circumstances with notification to surrounding property owners. Developer is exempt from notification.
        i. Burning tires or garbage is not allowed under any circumstances.
        ii. Owners must obey all Missouri State and St. Francois County rules concerning burning.

h. **Rubbish**: No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be disposed of in a sanitary manner or shall be kept in sanitary containers or other equipment for the storage or disposal of such material. Containers and equipment shall be kept in a clean and sanitary condition.

   i. Trash pick-up expense will be the responsibility of each owner.

   ii. All trash receptacles must be 90 gallons or less in size.

   iii. Upon completion or turnover or development to the Association, the Association reserves the right to establish one common trash service for all homes in the subdivision. This carrier, if selected, will be evaluated on an annual basis.

5. **Streets and Driveways**:

   a. Riverview Circle and Bluff View Trail, and any additional roads added to development shall be a minimum of Fifty (50') feet wide including easements and together with their rounding's as recorded: Rivercrest Estates, a Subdivision filed for record in Plat Book _____ at Page _____ of the land records of St. Francois County, Missouri

   b. Drives from any of the main streets or roads must be a solid surface (paving brick, concrete, or asphalt) and maintained by the owner. Driveways and/or entrance roads to any lot shall have no less than a thirty (30') foot long culvert or as required by St. Francois County at the time of installation unless otherwise determined by the Developer based on need or size restrictions.

   c. Easements to be recorded as 15 feet from the edge of the road surface or 25 feet from center of road, whichever is greater.

   d. Motorized recreational vehicles for on and off-road use are driven on the roads.

      i. If driven on roadways, they must obey posted speed limits and all Missouri driving laws and regulations.

      ii. Recreational vehicles must obey quiet time hours and revving/racing engines as described above.

      iii. Any damage to roads, yards, drives, or common areas is the responsibility of the owner of the vehicle or with whom is visited by the owner of the vehicle causing the damage.

6. **Fences**: No fence or wall of any kind or anything obstructing other landowners. view shall be erected, begin, or permitted to remain upon any portion of the Development unless approved by the Developer or Architectural Committee.

7. **Commercial Activity**:

   a. All commercial activities must be approved in writing by the Developer or Association prior to beginning operation. If no written response is

received or can be shown as proof of receipt, request for commercial activities will be assumed as denied.

b. No commercial activity of any kind shall be conducted in any tract which could create a nuisance or annoyance to the adjoining tracts or to the neighborhood in general.

c. Parking for vehicles coming and going to any business must be provided by the business owner so it as not to congest any street.

d. All businesses must be confined to a building or the home, except for light agriculture, unless previous approval is obtained in writing from the architectural committee.

8. **Livestock and Pets**:

   a. No livestock of any kind shall be allowed in Rivercrest Estates Subdivision. This restriction includes but not limited to chickens, ducks, goats, horses, cows, sheep, swine, exotic animals, lamas, emus, ostriches, etc.

   b. Pets are either by dogs or house cats unless otherwise approved by Developer or HOA in writing.

      i. All pets shall be kept within the owner's property and not allowed to roam freely in the development.

      ii. No more than two (2) dogs and/or two (2) cats per residence shall be allowed outside at one time.

      iii. Residents shall control their pets to prevent excess noise, waste, or other nuisance to neighbors. Requirements for pet waste, removal, and leash laws may also be included or added later solely by the Developer or by the Association.

   c. No dog breeding or animal shelters will be allowed unless approved under a commercial activity request as discussed earlier.

9. **Parking for Motor Vehicles, Boats, and Trailers**:

   a. No trucks or commercial vehicles, house trailers or shipping containers of any other description will be permitted to be parked or stored on any property unless they are parked or stored in an enclosed garage.

   b. Camping trailers or Recreation Vehicles are allowed to be stored outside during in season activities. There will be no residing of either temporary or permanent status in any recreation vehicle or camper.

   c. Owners may seek approval by the architectural committee for alternate parking arrangements; however, such approval must be made in writing.

   d. Vehicle parts or vehicles which are not licensed, insured nor in running condition, shall be stored only inside an enclosed garage.

   e. This prohibition of parking shall not apply to the temporary parking of trucks and commercial vehicles, such as for pickup, delivery, and other

commercial services. Parking on the street is only allowed under temporary circumstances if space is not available in the owner's driveway (forty-eight hours maximum).

f. During snow removal, no parking on the streets is allowed.

g. Temporary (Considered no more than 10 days per calendar month) parking of one (1) over the road tractor and trailer will be allowed if owned or operated by the owner of the land, or their renter.

   i. No parking on the street shall be allowed.

   ii. A specific parking area composed of appropriate driveway material must be approved by the Architectural Committee prior to installation.

10. **Fuel Tanks**: No fuel tank or container of any nature shall be placed, erected, installed, constructed (other than propane) on any property unless approved previously by the Architectural Committee.

11. **Temporary Structures**: No structures of temporary character, house trailer, basement, tent, shack, garage, barn, or other buildings shall be allowed on any tract at any time as either a temporary or permanent residence.

12. **Signs**: No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any tract unless approved by the Developer or architectural committee. However, nothing herein shall prohibit the carrying of promotional activities or posting of such by the Developer.

    a. "For Sale" signs by owners or real estate brokers are allowed.

    b. Simple yard or garage sale signs will be permitted but must be removed within twenty-four hours of the end of the sale.

    c. Vulgar, rude or defaming signs are not permitted.

13. **Drilling and Quarrying**: No oil drilling, refining, quarrying, or mining operations of any kind shall be permitted on any property in the development.

14. **Hunting and Firearms:** Absolutely no hunting or discharging firearms shall be allowed in the development.

15. **Garages, Accessory Buildings, and Storage**: All homes must have provision for storage of equipment, toys or other articles left outside. This may be a garage, carport with storage on one end, a barn, or a storage building. The exterior of any building used to be of new material, and compatible with the residence concerning color and style. Shipping containers are not approved, with exception of the Developer.