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KELLY HALL Recorder of Deeds
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**THIRD AMENDED AND RESTATED DECLARATION
OF RESTRICTIONS, COVENANTS, AND CONDITIONS
OF**

**Parkmor Heights, No. 4, a Subdivision of land in Christian County,
Missouri Recorded in Book G at page 855**

AND

**AMENDED AND RESTATED DECLARATION OF
RESTRICTIONS, COVENANTS, AND CONDITIONS
OF**

**Parkmor Heights, No. 5, a Subdivision of land in Christian County, Missouri
Recorded in Book H at page 129**

**Parkmor Heights, No. 6, a Subdivision of land in Christian County, Missouri
Recorded in book H at Page 207**

**Parkmor Heights, No. 7, a Subdivision of land in Christian County, Missouri
Recorded in Book H at page 406**

THIS THIRD AMENDED AND RESTATED DECLARATION OF RESTRICTIONS, COVENANTS, AND CONDITIONS for Parkmor Heights, No. 4 (“Restrictions”), a subdivision of Christian County, Missouri, GRANTEE, and AMENDED AND RESTATED DECLARATION OF RESTRICTIONS, COVENANTS, AND CONDITIONS for Parkmor Heights, No. 5, No. 6, and No. 7 (“Restrictions”), subdivisions or future subdivisions of Christian County, Missouri, GRANTEE, is adopted and entered into on the 9th of December, 2013 by the Parkmor Heights Homeowners’ Association, Inc., GRANTOR.

WITNESSETH:

WHEREAS, the Developer adopted the Restrictions, Covenants, and Conditions affecting Parkmor Heights, No. 4 subdivision of land in Christian County, Missouri, on January 31, 2001, and recorded in Book 333 at Page 7964, in the Office of the Recorder of Deeds for Christian County, Missouri, on February 6, 2001; and

WHEREAS, Article X, Section 3 thereof permits the Developer and/or Association to amend the covenants and restrictions if deemed necessary.

WHEREAS, the Developer and Association amended and restated the Declaration of Restrictions, Covenants, and Conditions of Parkmor Heights, No. 4 in their entirety; and stated the Declaration of Restrictions, Covenants, and Conditions of Parkmor Heights, No. 5, No. 6 and No. 7 on October 29, 2003, and recorded in Book 369 at Page 6113, in the Office of the Recorder of Deeds for Christian County, Missouri on October 31, 2003; and the Association amended and restated a second issue of the Declaration of Restrictions, Covenants, and Condition of above entities as recorded in Book 2008 at Page 15013, in the Office of the Recorder of Deed for Christian County on October 10, 2008.

NOW, THEREFORE, the Association does hereby restate and amend the restrictions, covenants, and conditions affecting Parkmor Heights, No. 4, Parkmor Heights, No. 5, Parkmor Heights, No. 6, and Parkmor Heights, No. 7.

WHEREAS, the Association wishes to restate and amend certain restrictions, covenants, and conditions ("Declaration") affecting the use of the property, and

WHEREAS, the Parkmor Heights Homeowners' Association, Inc. has been duly incorporated under the laws of the State of Missouri as a Not-for-Profit Corporation for the general purposes of managing the Parkmor Heights community properties and facilities; administering and enforcing the covenants and restrictions; and collecting and disbursing the assessments as provided for in this Third Amended and Restated Declaration of Restrictions, Covenants, and Conditions of Parkmor Heights, No. 4 and Amended and Restated Declaration of Restrictions, Covenants, and Conditions of Parkmor Heights No. 5, No. 6, and No. 7.

NOW THEREFORE, the Association, hereby subjects the Property and the subdivided lots thereof to the following covenants, terms, conditions, restrictions, benefits, burdens, and easements:

ARTICLE I
Definitions

Section 1:

- A. "Developer" shall mean David Young Construction, L.L.C., or successor.
- B. "Declaration" shall mean the restrictions, covenants, and conditions and all other provisions set forth in this entire Document as well as amendments thereto.
- C. "Property" or "Properties" shall mean and refer to the 33 acres, more or less, set forth and more particularly described on Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D".
- D. "Owner(s)" shall mean the record owner, whether one or more persons or entities, of a free or undivided interest in any Lot. The foregoing does not include any persons or entities who 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. "Builder" shall mean any builder, contractor, investor or other person or entity who purchases a Lot in Parkmor Heights, for the purpose of resale thereof to a Public Purchaser; or for the purpose of constructing improvements thereon for resale to a Public Purchaser.
- F. "Single Family Residence" shall mean a structure containing one dwelling only and occupied by not more than one family.
- G. "Lot" shall mean any parcel of real property designated as a Lot on any recorded Subdivision Plat within Parkmor Heights, or any additions thereto, with the exception of the Common Area.
- H. "Subdivision Plat" shall mean a recorded plat covering any or all of the property referred to in this Declaration.
- I. "Collector Type Street" shall mean Gregg or Northview streets.
- J. "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six 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. Lots situated at lower elevations than other lots will forfeit this protective classification.

- K. "Commercial or Oversized Vehicle" shall mean any vehicle that may be used for transporting freight, merchandise or commercial passengers.
- L. "Corner Lot" shall mean any Lot which abuts, other than at its rear line, upon more than one street.
- M. "Parkmor Heights, No. 4" shall mean the 16.5 acres, more or less, as described on the attached Exhibit "A".
- N. "Parkmor Heights, No. 5" shall mean the 7.2 acres, more or less, as described on the attached Exhibit "B".
- O. "Parkmor Heights, No. 6" shall mean the 6.9 acres, more or less, as described on the attached Exhibit "C".
- P. "Parkmor Heights, No. 7" shall mean the 4.9 acres, more or less, as described on the attached Exhibit "D".
- Q. "Rules" shall mean and refer to those rules and regulations as passed and as promulgated by the Association, or the Board of Directors acting on behalf thereof, under the authority granted by this Declaration, any Supplementary Declarations, Articles of Incorporation or By-Laws.
- R. "Homeowners Association" shall mean the association referred to in Article II of this declaration.

ARTICLE II
The Parkmor Heights Homeowners' Association

Section 1: Organization

- A. The Parkmor Heights Homeowners' Association shall be a non-profit corporation organized and existing under the General Not-For-Profit Corporation Act of the State of Missouri, charged with the duties and invested with the power prescribed by law and set forth in its Articles of Incorporation, By-Laws, and this Third Amended and Restated Declaration of Restrictions, Covenants, and Conditions of Parkmor Heights, No. 4, and Amended and Restated Declaration of Restrictions, Covenants, and Conditions of Parkmor Heights, No. 5, No. 6 and No. 7. Neither the Articles nor By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. It shall govern Parkmor Heights, No. 4, No. 5, No. 6 and No. 7.

B. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles of Incorporation and the By-Laws.

Section 2: Powers and Duties of the Association. The Association shall have such rights, powers and duties as set forth in the Articles and By-Laws.

Section 3: Rules. By a majority vote of the Directors, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations governing 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 this Declaration, the Articles of Incorporation and By-Laws. A copy of such Rules as they may from time to time be adopted, amended or repealed shall be made available to each Owner, at said Owner's request. Upon promulgation, said Rules shall have the same force and effect as if they were set forth in and were part of the Declaration.

Section 4: Personal Liability. No member of the Board of Directors, Architectural Review Committee or any other Committee of the Association, or any officers of the Association shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Directors, or any other representative or employee of the Association, or the Architectural Review Committee, or any other Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

Section 5: Responsibility of Common Areas. The Association shall have the responsibility for maintaining the common areas and shall be responsible for the payment of any taxes and insurance on the common areas.

Section 6: Dissolution of Association. The Association shall not be dissolved without written approval and consent of two-thirds (2/3) of the votes of a quorum of Owners entitled to vote who are present in person or by proxy at the meeting at which such vote is taken. No vote on the dissolution of the Association shall occur without: (i) Notice of Intention to Dissolve Association being delivered by the Board of Directors to each Lot Owner within fourteen (14) days of the scheduled vote; and, (ii) the Board of Directors being in compliance with the Articles of Incorporation and By-Laws. The Notice of Intention to Dissolve Association shall set forth the Board of Directors' reasons for dissolving the Association.

ARTICLE III
Membership and Voting Rights

Section 1: Every Owner, either of a fee or undivided interest, of a Lot, which is subject to assessment by the Association, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. There shall be one vote per Lot.

Section 2: Members shall have no rights to manage the business affairs of the Association. The management of the Association is vested entirely in the Board of Directors as set forth in the Articles of Incorporation and By-Laws.

ARTICLE IV
Covenant for Assessments

Section 1: Covenants for Payment of Annual and Special Assessments. Each Lot Owner, upon acceptance of a deed or other instrument of conveyance transferring any such Lot shall be deemed to have covenanted and agreed, whether or not expressed in the deed or other instrument of conveyance, to pay the Association annual and special assessments, which shall be established and collected as provided in this Declaration. Such assessment, together with interest thereon at the rate of ten percent (10%) per month from their due date, and the costs of collection and reasonable attorneys' fees incurred therewith, shall be a charge in, and continuing lien upon, each Lot against which such assessment is charged, and shall also be the personal obligation of the Owner of such Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of such Owner's Lot.

Section 2: Purpose of Annual Assessment. The annual assessments shall be used for promoting the use, recreation and enjoyment of the Lot Owner, through the improvement, operation and maintenance of the Common Areas and other business as set forth through the By-Laws. These shall include, but shall not be limited to, the payment of taxes and insurance on the Common Areas and any improvements, facilities or amenities thereon.

Section 3: Imposition of Annual Assessment. The annual assessment for the calendar year to the Association and thereafter shall be \$264.00 per Lot; provided, however, the maximum permissible annual assessment may be increased each year by fifteen percent (15%) of the annual assessment for the previous year by a vote of two-thirds (2/3) of a quorum of Owners entitled to vote who are present in person or in proxy at the meeting called for such purpose. The Board of Directors of the Association shall fix and levy the annual assessments against each Lot

no later than December 1 of the year preceding the year in which such assessment shall be imposed. The Directors may also fix and levy any annual assessments, at an amount not in excess of the annual assessment applicable to the preceding year, without the necessity of a vote of the Lot Owners. Notice to the Owners of the imposition of such assessments shall be made by the Board of Directors. The penalty for late payment of said annual assessment shall be ten percent (10%) per month as stated in Section 1 of Article IV. In the event there is annual assessment past due on a Lot sold, it shall be the responsibility of the buyer to cause any such past due amount to be paid.

Section 4: Imposition of Special Assessment. In addition to the annual assessments authorized herein, the Directors may, on any single occasion during any year, levy a special assessment for the purpose of defraying, in whole or in part, the cost of installation, construction, reconstruction, repair or replacement of any capital improvement, fixture or other facility located on any portion of the Common Areas upon the approval by two-thirds (2/3) vote of a quorum of Owners entitled to vote who are present in person or by proxy at a meeting called for such purpose. The due date for such special assessments shall be established by the Directors in the resolution authorizing the same, which shall be no later than forty-five (45) days after the date of such resolution. Notice to the Owners of the imposition of such assessments shall be made by the Board of Directors. The penalty for late payment of said special assessment shall be ten percent (10%) per month as stated in Section 1 of Article IV. In the event there is special assessment past due on a Lot sold, it shall be the responsibility of the buyer to cause any such past due amount to be paid.

Section 5: Commencement of Annual Assessments. The annual assessments shall commence and become due and payable on the first day of January of each year.

Section 6: Record and Payment of Annual Assessments, Remedies for Collection. On or about February 1 of each year, the Directors shall prepare a roster of the Lots, and annual or special assessments charged thereon, which shall be kept in the registered office of the Association, and shall be open to inspection by any Lot Owner. If any annual or special assessment is not paid within thirty (30) days of the due date, the assessment may become a lien on the Lot to which it applies and a personal obligation of the Owner of such Lot. The penalty for late payment of said assessments shall be ten percent (10%) per month on the unpaid balance. For example, if payment is not received by January 31, the amount due on February 1 would be ten percent (10%) of the annual assessment plus the annual assessment. Therefore if the annual assessment is \$264.00, the penalty would be \$26.40 making the total due \$290.40. If not paid by the last day of February, the amount due on March 1 would be ten percent (10%) of the outstanding balance (\$29.04) plus the outstanding balance (\$290.40) making the total due \$319.44 with said increases continuing each month the payment is not received.

The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot for such assessment, and the reasonable costs of the action, interest and attorneys' fees incurred therewith, shall be added to such assessment. The Directors may consider the application of hardship by any Owner and agree to the scheduling of payments, but payments shall include consideration of applicable interest.

ARTICLE V Care of Common Area

Section 1: Maintenance by Association. The Board of Directors 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.

- A. Reconstruct, repair, replace or refinish any improvements or portion thereof upon any such area.
- B. Construct, reconstruct, repair, replace or refinish any road improvement or surface upon any portion of such area used as a road, street, walk, and driveway or parking area.
- C. Replace injured or diseased trees or other vegetation in any such area, and plant trees, shrubs, annuals and perennials, and ground cover to the extent that the Board deems necessary or desirable for the conservation of water and soil and for aesthetic purpose.
- D. Place and maintain upon any such signs as the Directors may deem appropriate for the proper identification, use and regulation thereof.
- E. Do all such other and further acts which the Directors deem necessary to preserve and protect the property and the beauty thereof, in accordance with the general purposes specified in the Declaration.
- F. The Directors shall be the sole judge as to the appropriate maintenance of all ground within the Common Area.

Section 2: Use of Common Areas. The Common Areas, having been conveyed to the Association by the Developer, shall be set aside for the common use, benefit and enjoyment of each Lot Owner. No structure, fixture or other improvement of any kind shall be installed, erected, placed or maintained on any portion of the Common Areas, except: (i) structures, fixtures, or improvements designed exclusively for community use, including, without limitation, shelters, gazebos, chairs, fences, walkways, roadways, playground equipment, swimming pools, tennis courts and other similar facilities; (ii) water, storm, sewer, gas, electric, telephone and other utility systems and structures; and, (iii) trees, shrubs, or other aesthetic and cosmetic items

of landscape maintained thereon for the use, comfort and enjoyment of the Lot Owner, and for the establishment, retention or preservation of the natural growth and topography of the Common Areas.

Section 3: Noxious Activity Prohibited. No noxious or offensive activity or similar nuisance shall be permitted on any portion of the Common Areas, nor shall anything be done which is or would become an annoyance or nuisance to the Lot Owners.

Section 4: Management of Common Areas. The Association shall improve, develop, supervise, manage, operate, examine, inspect, repair, restore and otherwise maintain the Common Areas and any fixtures, improvements or other amenities placed or installed thereon, as may be needed from time to time, at its own cost and expense.

Section 5: Owners' use of Common Areas. The right of each Lot Owner and such Owner's guests to use the Common Areas shall be subject to and exercised in conformity with the terms, conditions, provisions and restrictions set forth herein, and to any rule or regulation adopted by the Board of Directors for the safety, care, welfare, maintenance and cleanliness of the Common Areas. All such terms, conditions, provisions, restrictions, rules and regulations shall inure to the benefit of, and shall be enforceable by the Association against any Owner violating the same, either by an action at law or equity. Further, the Association shall have the right to summarily abate and/or remove any item or matter from the Common Areas constituting a breach or violation of this Declaration by any Owner or such Owner's guest at the cost and expense of such Owner, which shall be promptly reimbursed by the Owner to the Association. Any unreimbursed costs and expenses shall be a personal obligation of such Owner, and shall become a lien on the Lot of the Owner.

Section 6: Damage or Destruction of Common Areas by Owners. In the event any Common Area willfully or maliciously is damaged or destroyed by an Owner or any of his/her guests, tenants, licensees, agents or members of his/her family, such Owner does hereby authorize the Association to repair said damaged area, and the Association, at its option, shall so repair said damaged area. The cost for such repairs shall be paid by said Owner, upon demand, to the Association and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

ARTICLE VI Property Rights

Section 1: Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall pertain to and shall pass with the title to every lot, subject to the following provisions:

- A. The rights of the Association to limit the number of guests of Members; the right of the Association to limit the Common Areas which may be used by guests of Members; the right of the Association to impose conditions under which Common Areas may be used by Members and/or their guests.
- B. The right of the Association to suspend any Owner's voting rights and the right to use the recreational facilities for any period during which any assessment against his Lot remains unpaid.
- C. The right of the Association to suspend voting rights and the right to use the recreational areas for any infraction of this Declaration, and supplementary Declarations thereto, By-Laws of the Association or any Rules which may be imposed by the Association, until infraction has been resolved.
- D. The right of the Association to dedicate or transfer all or any part of the Common Area to any governmental agency, authority, or public or private utility for such purposes.
- E. The right of the Association to promulgate and enforce the rules and regulations in connection with the properties described herein or any additions thereto.

Section 2: Assignment of Use. Any owner may assign in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities, to the members of his family, his tenants, or contract purchasers who lawfully reside on such Owner's Lot.

ARTICLE VII Architectural Control

Section 1: Architectural Review Committee. There shall be an Architectural Review Committee ("**Committee**") composed of three or more volunteer members of the Association working in conjunction with the Board of Directors. A member may serve multiple years. A majority vote of the Committee shall be necessary for approval of any request to develop or improve a lot or additions thereto.

Section 2: Duties. The 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: Review by Committee. No permanent improvements including, but not limited to structure, residence, accessory building, tennis court, swimming pool, fence, mailbox, wall, lot drainage works, exterior area lighting, cemented flagpole or other improvements shall be constructed or maintained upon any lot unless complete plans, specifications and plot plans

are submitted. These plans must show the exterior design, height, building material(s) and color scheme(s) location of driveways, and fencing which must be submitted on the Modification Request Form and approved in writing by the Committee.

Section 4: Procedures.

- A. The Committee shall approve or disapprove all plans and requests on the Modification Request Form within fifteen (15) days after receipt by the Committee. In the event the Committee fails to take any action within fifteen (15) days of their receipt of the Modification Request Form, approval shall be presumed and this article shall be deemed to have been fully complied with.
- B. The Committee shall maintain written records of all Modification Request Forms submitted and of all actions taken. Plans and specifications shall be retained by the Committee for at least four (4) years, and other records and minutes of Committee actions shall be kept for at least four (4) years.
- C. A majority vote of the Committee shall be necessary for approval of any request.

Section 5: Approval of Structures: Considerations. In determining whether to approve or disapprove the plans and specifications, the Committee shall consider the extent, to which such plans and specifications conform to these “**Restrictions**”, and are in harmony with the exterior design and appearance of similar structures located on the Property and other Lots in light of, among other things, the: (i) quality of workmanship; (ii) nature and durability of materials; (iii) choice of colors; (iv) changes in topography, grade elevations and /or drainage; (v) factors of public health and safety; (vi) effect on the use, enjoyment and value of other Lots; and, (vii) general aesthetic nature of the Property.

Section 6: Liability of Committee. The Architectural Review Committee shall not be liable in damages to any person submitting a request for approval, or to any Lot Owner by reason of any action, failure to act, approval or disapproval, or failure to approve or disapprove such request.

ARTICLE VIII

Use and Building Restrictions Applicable to Single-Family Residential Lots

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

Section 2: Single-Family Residential Use. Except the common areas, all Lots shall be used, improved and devoted exclusively as a one-family dwelling. No gainful occupation, profession,

trade, or other non-residential use shall be conducted on any such Lot that involves excessive come and go traffic or signage. Nothing herein shall be deemed to prevent the leasing of any such dwelling from time to time, by the Lot Owner, thereof, subject to all provisions of the Declaration.

The Lots, exclusive of the common areas, shall be occupied and used for single family residence purposes only, and no building, improvement or other structure shall be erected, placed or permitted to remain on any Lot, except one detached single family dwelling house above the surface of such Lot together with a storage type building approved by the Architectural Review Committee under this Article. However, construction offices may, with the prior written consent of a majority of the Committee, be erected, maintained and operated on any Lot, or in any building or structure now or hereafter erected thereon, if such offices are used solely in connection with the construction, management, and/or development of the Property, or the improvements thereon. No flat or apartment house, although intended for residential purposes, may be erected on any Lot. Further, no trailer, mobile home, tent, shack, garage, barn, outbuilding or other structure of a temporary character shall be used as a residence on any Lot.

Section 3: Storage-Type Building. Notwithstanding the Restrictions imposed by Section 2 of this article, one storage type building or shed may be erected on a Lot if, prior to construction, it is found to conform to the master plan for such improvement approved by the Architectural Review Committee. The storage type building or shed shall be of the design, materials and specifications as set forth below:

- A. The Lot Owner shall comply with all city, county, and state ordinances, codes, rules and/or laws applicable to the construction of the approved structure.
- B. The approved structure shall be situated on a concrete pad, outside the minimum building set back line, and in the location approved by the Committee.
- C. The approved structure shall be constructed of 100% brick veneer or stone using the same materials, including style and color, as those used in the construction of the residence
- D. The roof shall be constructed of the same shingles as presently existing on the main residence, and shall have a pitch of eight (8) rise and twelve (12) run or greater; and it shall have at least a twelve (12) inch overhang with aluminum or vinyl soffits and fascia.
- E. The walls/sides shall have a height of not more than eight (8) feet, and the outside dimensions of the approved structure shall not exceed a width of ten (10) feet or a length of sixteen (16) feet.

- F. The approved structure shall have appropriate ventilation.
- G. The approved structure shall be completed within ninety (90) days (start to finish) from the start of framing.

Section 4: Manufactured Sheds.

- A. Manufactured sheds are not permitted.
- B. Notwithstanding any restrictions mentioned in Section 2 and Section 3 of this article, any and all existing manufactured sheds or outbuildings will be grandfathered effective May 15, 2008, or allowed to remain on the property, until such shed or outbuilding is determined to be a total loss or determined to be in need of replacement, at which time it will be removed and can be replaced per Section 3 of this article.

Section 5: Common Areas. Storage-type building structures (as defined in Section 3) will not be permitted on any lot adjacent to the common grounds or lake areas.

Section 6: Animals. No animals, fowl or livestock may be kept, maintained or bred on any Lot, or in any building, residence, structure or other improvement thereon, except that dogs, cats or other similar domestic household pets may be kept up to a total of two (2), and then only if they are kept solely as domestic pets and not for breeding or 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 on a Lot without approval of the Architectural Review Committee, and then only if it is not Visible From Neighboring Property. The phrase “commercial purposes” shall be given a liberal interpretation.

Section 7: Antennae and Satellite Dishes. Outside television and radio aerial antennas shall not be erected, installed or maintained on any Lot. Any reception device, such as satellite dishes, prior to installation shall be approved by the Architectural Committee.

Section 8: Setback Requirements. No building, structure, residence or other improvement shall be erected, placed, installed, constructed or permitted to remain on any Lot nearer to any street than the minimum building setback line for such Lot as shown on the Plat. If two residences are located on adjacent Lots fronting on a street which are set back different distances there from, no fence or wall between them (other than necessary retaining walls) shall be closer to such street than the rear of the residence closest to the street.

Section 9: Fences.

- A. Fences are not encouraged, but properly constructed and installed fences may be approved for construction by the Architectural Review Committee upon submission of Modification Request Form with plans and specifications. The erection of a fence is subject to the approval of the Committee, which requires compliance with the conditions set forth herein.
- B. No fence shall extend nearer to the front wall of the house more than fifty (50) percent of the distance between the rear wall of the house on each side to the front wall of the house on each side.
- C. Perimeter fences shall not be erected on any Lot within the setback area from any street as shown on the Plat, and no fence on any Lot shall exceed the height restrictions permitted herein or impede surface drainage.
- D. All fences shall be installed and finished professionally or in a professional like manner and appearance within ninety (90) days (start to finish) from the start of framing. All fences shall be maintained in good condition. If damaged, the Lot Owners of such fences shall cause repair as detailed in item A above thereto within sixty (60) days of date of damage.
- E. Chain link fences are not permitted.
- F. ~~No fence or hedge shall be permitted between the front wall of the house and the adjoining street or across the front yard.~~
- G. All Lots, shall not have any fence other than a privacy wood fence, and shall be of the design, materials and specifications as set forth below:
 - (1) The privacy wood fence shall be four (4) feet (48 inches) in height, with the posts being 4x4 and the frame being 2x4 treated pine material. However, Lots that rear or side property lines join a collector type street, drainage way, or previously existing neighborhood, may be allowed to transition to six (6) feet (72 inches) in height bordering those areas.
 - (2) The material shall be a premium grade oil base pressure treated pine known commonly as "copperwood", but acceptable alternatives may be approved by ACC for material such as, but not limited to, Clear Grade Western Red Cedar or Redwood.
 - (3) The supporting structures and posts on all fences shall be placed on the interior side of the approved fence.
 - (4) The approved fence shall be in harmony with the design and appearance of other similarly approved fences.

Section 10: Required Floor Space.

- A. No dwelling shall be erected subsequent to the effective date of this Declaration unless it meets minimum square footage requirements as set forth herein. All minimum square footage requirements exclude garages and covered/enclosed porch areas.
- B. All single level ranch style houses shall have not less than 1800 square feet of finished living space.
- C. All walk-out basement houses or two-story above ground style houses shall have not less than 2000 square feet of finished living space, with at least 1500 finished square feet on the main floor.

Section 11: Maintenance of Lawns and Plantings.

- A. Yards must be properly graded to ensure proper drainage, and finished with at least two (2) inches of topsoil. The entire yard in new home construction shall be sodded and/or hydra-seeded.
- B. Each Lot Owner shall keep all shrubs, trees, grass and plantings, including the area located between the boundary line of his/her property and the street on which the Lot Owner's property abuts, neatly trimmed, properly cultivated, irrigated and free of trash, weeds, and other unsightly material.
- C. In the event that any Lot Owner fails to maintain his/her lawn or plantings as provided herein, the Association, or its agents, may enter upon said Lot and may do so, and the Lot Owner shall reimburse the Association for its costs, damages and/or attorneys' fees, upon demand. The Association may enforce collection of it in the same manner as if such costs, damages and attorneys' fees were an assessment and shall have all powers and rights to so collect as set forth in Article X, below.
- D. Each Lot Owner shall plant a minimum of two (2) shade trees at least six feet in height; one of which shall be in the front yard, and six (6) shrubs of any type as soon as possible upon taking title to and/or possession of such Lot, the nature of which must be approved by the Architectural Review Committee.
- E. Any trees of any size or type which are located on the Lot at the time of the owner taking title thereto and/or possession thereof shall not be removed at any time by the Owner of such Lot, except as may be necessitated by acts of God or in order to prevent damage to the residence on such Lot or deterioration of the aesthetic nature of such Lot and/or the Property through, by way of example, ensuring stable and continued growth of neighboring trees or as allowed by the Committee.

Section 12: Nuisance. No nuisance, such as the burning of trash, shall be maintained, allowed or permitted on any Lot. No portion of any Lot shall be used in any manner, which may be noxious or detrimental to the health or safety of other Lot Owners. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot. No odors shall be permitted to arise there from so as to render any such Lot a nuisance. The Board of Directors in its sole discretion shall have the right to determine the existence of any such nuisance and for the purposes of this Declaration such determination shall be conclusive.

Section 13: Repair of Buildings. No building or structure upon any Lot shall be permitted to fall into disrepair, and each such building or structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 14: Trash Containers and Collection. No garbage or trash shall be placed or kept on any property except in covered containers of a standard type; and, in no event shall such containers be maintained so as to be Visible From Neighboring Property or streets except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot and no burning in the open will be permitted.

Section 15: Clotheslines Prohibited. No permanent exterior clothesline shall be erected, installed or maintained on any Lot.

Section 16: Location of Utilities. Water, gas, lights, telephone and other utilities, including all equipment connected therewith, shall be located underground when practicable.

Section 17: Vehicle Parking - No boats, campers, trailers, recreational vehicle, motor homes or like vehicles shall be parked or stored on any Lot or subdivision street for a period of more than two (2) consecutive days, and more than thirty (30) days in a calendar year, unless enclosed within the residential garage. Further, no commercial vehicle shall be parked on any Lot or subdivision street longer than is reasonably necessary for the performance of the business function to which it relates.

Section 18: Signs Prohibited. Signs for elections may be placed in front of residence and may not be larger than twenty eight (28) inches wide and twenty (20) inches high. These signs will be permitted no more than ninety (90) days before elections and must be removed within five days of the election date. No advertising or display signs of any size or character shall be placed or maintained on any part of any Lot. However, customary "For Rent" or "For Sale" signs, not larger than twenty eight (28) inches wide and twenty (20) inches high, may be placed in front of a residence by any Lot Owner or such Owner's agent.

Section 19: Compliance with Existing Laws and Restrictions. Each Lot Owner shall improve, use and occupy such Lot in accordance with existing zoning laws and ordinances, if any, and the covenants, terms, provisions, benefits, burdens and restrictions of these Restrictions.

Section 20: Height Limitations. No residence of more than two (2) levels in height above ground level shall be erected on any Lot.

Section 21: Above Ground Pools Prohibited. No above ground swimming pool of any size shall be erected, installed, constructed or permitted to remain on any Lot.

Section 22: Garages. Each residence constructed on each Lot shall have an attached garage with the width sufficient to accommodate not less than three (3) full size automobiles. All doors thereto shall, at all times, be kept closed when not in use. The doors of all garages shall be installed with electric or battery powered opening and closing devices.

Section 23: Roofs.

- A. All roofs shall have an exterior surface of shake shingle or imitation shake (architectural composition) shingles not less than two hundred forty (240) pounds per square with a twenty-five (25) year warranty; provided, however, the Architectural Review Committee may allow for a variance in the type of shingles (e.g. tile) if the proposed shingles are of the same quality and expense, and are in harmony with the subdivision.
- B. All roof pitches must be eight (8) rise and twelve (12) run or greater.
- C. All roofs shall have at least a sixteen (16) inch overhand, with aluminum or vinyl soffits, fascia and gutters.

Section 24: Exterior Walls. All exteriors of houses shall be constructed of 100 percent brick or stone. Alternative materials may be allowed as part of trim around a bay window, a second story dormer, vented fireplace or similar area only with approval of the Architectural Review Committee.

Section 25: Commercial Activity Prohibited. No commercial activity of any kind shall be conducted on any Lot except as described in Article VIII, Section 2.

Section: 26: Storage Tanks Prohibited. No tank for storage of fuel or any other similar item shall be maintained on any portion of any Lot.

Section 27: Driveways. All Lots shall have a paved driveway of stable and permanent construction of concrete, which shall extend from the fronting street to the garage door of the dwelling house located thereon.

Section 28: Basketball Goals. No basketball goals shall be attached to a residence or garage on any Lot; provided, however, such goals may be placed on any Lot in a “stand alone” manner.

Section 29: Parking. Cars, motorcycles, or any other type of motorized vehicle may be parked only on the paved driveways of Lots on the Property, and may not be parked, either temporarily or permanently on any other part of the Lot. Junk vehicles and vehicles in a noticeable state of disrepair, including but not limited to paintwork, shall not be parked on driveways. No vehicle shall be parked overnight on a subdivision street.

Section 30: Completion. All structures on the Property, including but not limited to, dwelling houses, shall be completed within a reasonable time after commencement of construction. In the event any structure is damaged, or partially destroyed the same shall be repaired, refurbished, rebuilt, or completely removed within a reasonable time after such partial destruction. The determination of what time period constitutes a “reasonable time” shall be made by the Architectural Review Committee which shall consider the facts and circumstances surrounding the particular situation, condition, or occurrence.

Section 31: Mailboxes. The mailbox shall be of the design, materials, and specifications approved by the Architectural Review Committee.

ARTICLE IX

Property Subject to Parkmor Heights, No. 4, No. 5, No. 6, and No. 7 Declaration

Section 1: General Description.

- A. All of the Property described in Exhibits “A”, “B”, “C”, and “D”, hereto shown on the Subdivision Plat thereof, shall be held, conveyed, encumbered, occupied, leased, sold, built upon or otherwise used, improved or transferred in whole or in part, subject to the Declaration, as amended or modified from time to time.
- B. This Declaration, as amended or modified, is in furtherance of a general plan for the subdivision, improvement and sale of said real property and is established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of said real property and every part thereof. All of this Declaration shall run with all of the real property within Parkmor Heights, No. 4, No. 5, No. 6, and No. 7 for all purposes and shall be binding upon and inure to the benefit of the Association, all Owners and their successors in interest.

C. Additional lands may be subjected to the covenants, terms and provisions of this Declaration upon the written approval of: (i) two-thirds (2/3) of the votes of a quorum of Owners entitled to vote who are present in person or by proxy at the meeting at which such vote is taken; (ii) the owner of the land to be added and subjected to this Declaration; and, (iii) any lender possessing an interest in such land as security for an obligation. The addition shall be evidenced by the recording of an amendment to this Declaration among the records of Christian County, Missouri, pursuant to Article X, Section 3, hereof.

ARTICLE X General Provisions

Section 1: Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration as modified and amended. Failure by any Owner or the Association to enforce any covenant of 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 force and effect.

Section 3: Amendments.

A. The restrictions, covenants and conditions of this Declaration shall run with and by the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless otherwise amended as herein provided.

B. This Declaration may be amended in whole or in part by an instrument in writing executed by the Association, with approval by two-thirds (2/3) votes of a quorum of Owners entitled to vote who are present in person or by proxy at the meeting at which such vote is taken. No amendment pertaining to the dissolution of the Association, however, shall occur without compliance with Article II, Section 6.

C. No amendment shall be effective until it is recorded in the deeds records of Christian County, MO.

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 a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association, or any Owner or Owners of Lots within Parkmor Heights, No. 4, No. 5, No. 6 and No. 7. However, any other provision to the contrary notwithstanding, only the Association, or its duly authorized agents, may enforce by self-help any of the provisions of these restrictions.

Section 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 Parkmor Heights, No. 4, No. 5, No. 6 or No. 7 is hereby declared to be a violation of these restrictions and subject to any or all of the enforcement procedures set forth in said restrictions.

Section 6: Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive. In the event that an owner (or guest, invitee, licensee, tenant, lessee, family member, builder, contractor, subcontractor, agent or employee thereof), shall violate, or permit to be violated, any of the provisions set forth in this declaration, the Board shall cause to be delivered to the owner a written "notice of violation". The notice of violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated or remedied within a reasonable time from the mailing of the notice of violation.

If after a reasonable time has elapsed from the date of the notice of violation, the violation has not been voluntarily terminated by the owner, the association shall have the authority to pursue and effect any and all procedures which may be calculated as reasonably necessary to remove, remedy and/or terminate the cause of the violation. This authority shall include, but shall not be limited to, the power to employ laborers to enter upon the lot and/or premises of the owner for the purpose of removing and/or terminating the cause of the violation and shall also include appropriate injunctive relief (the cost of which, whether successful or not, shall be paid by the owner, including reasonable attorney fees, suit expenses and court costs). If, by virtue of the exercise of the authority granted herein, the board shall incur expenses in connection with the process of removing and/or terminating the violation the association may enforce the collection in the same manner as if those costs were an assessment and shall have all powers and rights to so collect as set forth in Article X Section 7.

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, shall be made by the Board after taking into consideration the facts and circumstances surrounding the particular volatile situation, condition or occurrence.

Also, in addition to the foregoing, the homeowner's association voting privilege and use of the pool will be suspended until the violation has been terminated or remedied.

Section 7: Breach or Deficiency of Owners. The Association shall have the right to fix, replant, repair, adjust, or otherwise correct any violation, breach, or other deficiency of any Owner. Prior to performing such fixing, replanting, repair, or adjustment, the Association shall give Owner five (5) days written notice of the deficiency. If Owner then fails to correct the deficiency within the five (5) days, the Association may then elect to correct the deficiency and charge the Owner the expense of fixing, replanting or repair plus twenty-five percent (25%) or twenty-five dollars (\$25.00), whichever is greater. Such charges may become a lien on the Owner's property. Should the Owner refuse to pay the sums due, then the Owner shall pay all reasonable court costs and attorney fees of collection. The Association shall not, under any circumstances, be liable for trespass or any other cause of action when repairing or performing any act within these Covenants.

Section 8: The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property, included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns; binds himself, his heirs, personal representatives, successors, transferees and assigns to the covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereto. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby.

Section 9: Delivery of Notices and Documents. Any written notice or other documents relating to or required by the Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been effected upon delivering a copy of same in the United States mail, by certified mail, return receipt requested, and addressed as follows:

A. If to the Association, Developer, or Architectural Review committee, to:

Parkmor Heights Homeowners' Association, Inc.
P.O. Box 102
Nixa, MO 65714

B. If to an Owner or Builder, to:

Address of any Lot within Parkmor Heights, No. 4, No. 5, No. 6 or No. 7 or such other address last furnished by the Owner or Builder to the Association.

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed on this
9th day of December, 2013.

Frank Larson
Frank Larson, President – Board of Directors

Mike Shilt
Mike Shilt, Vice-President – Board of Directors

Judy A Robison
Judy Robison, Secretary – Board of Directors

Kevin Stearns
Kevin Stearns, Treasurer – Board of Directors

Acknowledgement

STATE OF MISSOURI)
) ss
COUNTY OF CHRISTIAN)

Subscribed and sworn to before me on this 31 day of ^{March} ~~February~~, 2014.

Eric Sobaski
Notary Public

My Commission Expires: 04-26-16

