



BLUEBIRD
LAND VENTURES

OFFERING MEMORANDUM

MO – TANEY
APN 07-5.0-15-000-000-040.000

BY OWNER-AGENT. A principal(s) of BREG Land Holdings, LLC, dba Bluebird Land Ventures, is a MO real estate licensee, transacting solely on the company's behalf.

CURRENT AS OF 29 MAY 2024



10 May 2024

Dear Sir/Madam

Thank you for considering Bluebird Land Ventures as your partner in real estate! As a **private, veteran-owned real estate investment company**, we take pride in our commitment to integrity, community, and service.

Why Choose Bluebird Land Ventures?

1. **Integrity:** Our offering memorandum is meticulously crafted to provide you with all the essential information upfront. No hidden traps, no secret passages—just straightforward details to empower your decision-making process.
2. **Community:** We believe in the strength of community. Whether you're envisioning a cozy cabin, a sprawling ranch, or a serene plot of land, we're here to help you find your nest. Our goal isn't just to sell properties; it's to promote thriving communities where you'll feel right at home.
3. **Service:** As a veteran-owned company, we understand the value of service. Our team stands ready to assist you every step of the way. Have questions? Curiosities? We've got your six. And to respect your time, we've made our offering memorandum comprehensive, so you won't need a lengthy discovery call.

What's Inside the Offering Memorandum?

- **Complete Transparency:** From property specifications to neighborhood insights, we've left no stone unturned. Consider it your real estate roadmap—no need to play detective. And, for a look at a real map of your property, the online listing at buybluebird.land has an interactive map that will show everything from city limits to flood zones. Moreover, we maintain an ownership interest in the properties we offer.

Two Paths to Your Dream Property

1. **Cash Option:** The express route for those ready to fly away with this deal. Cash in hand, deed in pocket—let's make it happen swiftly.
2. **Seller Financing Option:** Choose from two flexible financing options tailored to your plan.

We are excited about the opportunity to work with you. Feel free to follow the specific contact instructions for this listing to speak with a member of our team about getting your purchase started!

With warm regards,

Josh Travis
Founder and President

3 Attachments:
Purchase Options
Sample Seller Financing Amortization and Payment Schedule
Full Property Due Diligence Report

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PURCHASE OPTIONS

As part of our commitment to easy and transparent transactions, we are offering the following purchase options for this property:

PROPERTY DETAILS

APN:	07-5.0-15-000-000-040.000
Legal Description:	SILVERCREST - STONEBRIDGE VILLAGE SILVERCREST - STONEBRIDGE VILLAGE- LT 12, BLK 1

OPTION 1 - CASH PURCHASE

Price =	\$	3,880.00
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OPTION 2 - SELLER FINANCING A

Price =	\$	4,000.00
APR =		12.00%
Term (yrs) =		5
Down Payment =	\$	3,461.39
Loan Document Charge =	\$	300.00
Payment Due Date (day):		1st
Grace Period (# of days):		1
Monthly Servicing Fee:	\$	35.00
Late Fee:	\$	50.00
Return Check/Payment Fee:	\$	50.00
Annual Base/Property Taxes:	\$	98.63
Annual HOA/POA Fees:	\$	1,980.00

OPTION 3 - SELLER FINANCING B

Price =	\$	4,000.00
APR =		15.00%
Term (yrs) =		2
Down Payment =	\$	800.00
Loan Document Charge =	\$	300.00
Payment Due Date (day):		1st
Grace Period (# of days):		1
Monthly Servicing Fee:	\$	35.00
Late Fee:	\$	50.00
Return Check/Payment Fee:	\$	50.00
Annual Base/Property Taxes:	\$	98.63
Annual HOA/POA Fees:	\$	1,980.00

NOTE 1: Our seller financing options come with no prepayment penalty and a fixed interest rate. Both options are amortized over 30 years with a balloon payment required at the end of the term. A sample Amortization Schedule for each of the above options is included in the offering memorandum for reference only. The financing terms herein are draft and, in all cases, the final terms will only be contained in the final Promissory Note. All financing offered by Bluebird Land Ventures is done in a private capacity only, and private loans made by the company will be secured via Deed of Trust or other similar legal instrument. Loan Document Charge is due at closing. Buyer will be responsible for the payment of all post-purchase taxes and fees, including HOA/POA fees, upon conveyance of the property.

NOTE 2: Taxes and any assessments for the current year, as well as all closing costs/fees, shall be paid by the Buyer. The Buyer shall also be responsible for obtaining/paying for their own title insurance. (A useful estimate assumption is \$500 for closing costs/fees and \$1000 for title insurance.)

Balloon Loan Amortization Schedule

Loan Date: Jun 20, 2024
Principal: \$3,200.00
of Payments: 24
Interest Rate: 15.00%
Monthly Payment: \$40.46
Balloon Payment: \$3,187.16

Schedule of Payments					
Payment	Date	Principal	Interest	Payment	Balance
1	Jul 20, 2024	\$0.46	\$40.00	\$40.46	\$3,199.54
2	Aug 20, 2024	\$0.47	\$39.99	\$40.46	\$3,199.07
3	Sep 20, 2024	\$0.47	\$39.99	\$40.46	\$3,198.60
4	Oct 20, 2024	\$0.48	\$39.98	\$40.46	\$3,198.12
5	Nov 20, 2024	\$0.48	\$39.98	\$40.46	\$3,197.64
6	Dec 20, 2024	\$0.49	\$39.97	\$40.46	\$3,197.15
Year	2024	\$2.85	\$239.91	\$242.76	\$3,197.15
7	Jan 20, 2025	\$0.50	\$39.96	\$40.46	\$3,196.65
8	Feb 20, 2025	\$0.50	\$39.96	\$40.46	\$3,196.15
9	Mar 20, 2025	\$0.51	\$39.95	\$40.46	\$3,195.64
10	Apr 20, 2025	\$0.51	\$39.95	\$40.46	\$3,195.13
11	May 20, 2025	\$0.52	\$39.94	\$40.46	\$3,194.61
12	Jun 20, 2025	\$0.53	\$39.93	\$40.46	\$3,194.08
13	Jul 20, 2025	\$0.53	\$39.93	\$40.46	\$3,193.55
14	Aug 20, 2025	\$0.54	\$39.92	\$40.46	\$3,193.01
15	Sep 20, 2025	\$0.55	\$39.91	\$40.46	\$3,192.46
16	Oct 20, 2025	\$0.55	\$39.91	\$40.46	\$3,191.91
17	Nov 20, 2025	\$0.56	\$39.90	\$40.46	\$3,191.35
18	Dec 20, 2025	\$0.57	\$39.89	\$40.46	\$3,190.78
Year	2025	\$6.37	\$479.14	\$485.51	\$3,190.78
19	Jan 20, 2026	\$0.57	\$39.89	\$40.46	\$3,190.21
20	Feb 20, 2026	\$0.58	\$39.88	\$40.46	\$3,189.63
21	Mar 20, 2026	\$0.59	\$39.87	\$40.46	\$3,189.04
22	Apr 20, 2026	\$0.60	\$39.86	\$40.46	\$3,188.44
23	May 20, 2026	\$0.60	\$39.86	\$40.46	\$3,187.84
24	Jun 20, 2026	\$0.68	\$39.85	\$40.53	\$3,187.16
Year	2026	\$3.62	\$239.21	\$242.83	\$3,187.16
Totals		\$12.84	\$958.26	\$971.10	\$3,187.16

Balloon Loan Amortization Schedule

Loan Date: Jun 20, 2024
Principal: \$538.61
of Payments: 60
Interest Rate: 12.00%
Monthly Payment: \$5.54
Balloon Payment: \$526.02

Schedule of Payments					
Payment	Date	Principal	Interest	Payment	Balance
1	Jul 20, 2024	\$0.15	\$5.39	\$5.54	\$538.46
2	Aug 20, 2024	\$0.16	\$5.38	\$5.54	\$538.30
3	Sep 20, 2024	\$0.16	\$5.38	\$5.54	\$538.14
4	Oct 20, 2024	\$0.16	\$5.38	\$5.54	\$537.98
5	Nov 20, 2024	\$0.16	\$5.38	\$5.54	\$537.82
6	Dec 20, 2024	\$0.16	\$5.38	\$5.54	\$537.66
Year	2024	\$0.95	\$32.29	\$33.24	\$537.66
7	Jan 20, 2025	\$0.16	\$5.38	\$5.54	\$537.50
8	Feb 20, 2025	\$0.17	\$5.37	\$5.54	\$537.33
9	Mar 20, 2025	\$0.17	\$5.37	\$5.54	\$537.16
10	Apr 20, 2025	\$0.17	\$5.37	\$5.54	\$536.99
11	May 20, 2025	\$0.17	\$5.37	\$5.54	\$536.82
12	Jun 20, 2025	\$0.17	\$5.37	\$5.54	\$536.65
13	Jul 20, 2025	\$0.17	\$5.37	\$5.54	\$536.48
14	Aug 20, 2025	\$0.18	\$5.36	\$5.54	\$536.30
15	Sep 20, 2025	\$0.18	\$5.36	\$5.54	\$536.12
16	Oct 20, 2025	\$0.18	\$5.36	\$5.54	\$535.94
17	Nov 20, 2025	\$0.18	\$5.36	\$5.54	\$535.76
18	Dec 20, 2025	\$0.18	\$5.36	\$5.54	\$535.58
Year	2025	\$2.08	\$64.40	\$66.48	\$535.58
19	Jan 20, 2026	\$0.18	\$5.36	\$5.54	\$535.40
20	Feb 20, 2026	\$0.19	\$5.35	\$5.54	\$535.21
21	Mar 20, 2026	\$0.19	\$5.35	\$5.54	\$535.02
22	Apr 20, 2026	\$0.19	\$5.35	\$5.54	\$534.83
23	May 20, 2026	\$0.19	\$5.35	\$5.54	\$534.64
24	Jun 20, 2026	\$0.19	\$5.35	\$5.54	\$534.45
25	Jul 20, 2026	\$0.20	\$5.34	\$5.54	\$534.25
26	Aug 20, 2026	\$0.20	\$5.34	\$5.54	\$534.05
27	Sep 20, 2026	\$0.20	\$5.34	\$5.54	\$533.85
28	Oct 20, 2026	\$0.20	\$5.34	\$5.54	\$533.65
29	Nov 20, 2026	\$0.20	\$5.34	\$5.54	\$533.45
30	Dec 20, 2026	\$0.21	\$5.33	\$5.54	\$533.24
Year	2026	\$2.34	\$64.14	\$66.48	\$533.24
31	Jan 20, 2027	\$0.21	\$5.33	\$5.54	\$533.03
32	Feb 20, 2027	\$0.21	\$5.33	\$5.54	\$532.82

33	Mar 20, 2027	\$0.21	\$5.33	\$5.54	\$532.61
34	Apr 20, 2027	\$0.21	\$5.33	\$5.54	\$532.40
35	May 20, 2027	\$0.22	\$5.32	\$5.54	\$532.18
36	Jun 20, 2027	\$0.22	\$5.32	\$5.54	\$531.96
37	Jul 20, 2027	\$0.22	\$5.32	\$5.54	\$531.74
38	Aug 20, 2027	\$0.22	\$5.32	\$5.54	\$531.52
39	Sep 20, 2027	\$0.22	\$5.32	\$5.54	\$531.30
40	Oct 20, 2027	\$0.23	\$5.31	\$5.54	\$531.07
41	Nov 20, 2027	\$0.23	\$5.31	\$5.54	\$530.84
42	Dec 20, 2027	\$0.23	\$5.31	\$5.54	\$530.61
Year	2027	\$2.63	\$63.85	\$66.48	\$530.61
43	Jan 20, 2028	\$0.23	\$5.31	\$5.54	\$530.38
44	Feb 20, 2028	\$0.24	\$5.30	\$5.54	\$530.14
45	Mar 20, 2028	\$0.24	\$5.30	\$5.54	\$529.90
46	Apr 20, 2028	\$0.24	\$5.30	\$5.54	\$529.66
47	May 20, 2028	\$0.24	\$5.30	\$5.54	\$529.42
48	Jun 20, 2028	\$0.25	\$5.29	\$5.54	\$529.17
49	Jul 20, 2028	\$0.25	\$5.29	\$5.54	\$528.92
50	Aug 20, 2028	\$0.25	\$5.29	\$5.54	\$528.67
51	Sep 20, 2028	\$0.25	\$5.29	\$5.54	\$528.42
52	Oct 20, 2028	\$0.26	\$5.28	\$5.54	\$528.16
53	Nov 20, 2028	\$0.26	\$5.28	\$5.54	\$527.90
54	Dec 20, 2028	\$0.26	\$5.28	\$5.54	\$527.64
Year	2028	\$2.97	\$63.51	\$66.48	\$527.64
55	Jan 20, 2029	\$0.26	\$5.28	\$5.54	\$527.38
56	Feb 20, 2029	\$0.27	\$5.27	\$5.54	\$527.11
57	Mar 20, 2029	\$0.27	\$5.27	\$5.54	\$526.84
58	Apr 20, 2029	\$0.27	\$5.27	\$5.54	\$526.57
59	May 20, 2029	\$0.27	\$5.27	\$5.54	\$526.30
60	Jun 20, 2029	\$0.28	\$5.26	\$5.54	\$526.02
Year	2029	\$1.62	\$31.62	\$33.24	\$526.02
Totals		\$12.59	\$319.82	\$332.41	\$526.02



Property Details

Owner Name:	ESLER JOHN & KIMBERLY
Assessor's Parcel Number:	07-5.0-15-000-000-040.000
Property Address:	Silvercliff Way, Reeds Spring, MO 65737
County, State:	Taney County MO
Subdivision:	Silvercrest Stonebridge Vill
Lot Number:	12
Legal Description:	SILVERCREST - STONEBRIDGE VILLAGE SILVERCREST - STONEBRIDGE VILLAGE- LT 12, BLK 1
TRS:	T23N R22W SEC15
Parcel Size:	0.33 Acres
Terrain Type:	Wooded / Hill
Lot Dimensions:	85.32 feet North 137.74 feet East 88.87 feet South 172.76 feet West
Elevation:	295.5 m or 969.6 feet
Flood Zone / Wetlands:	No
Notes:	N/A

Property Location & Access

Google Map Link:	https://maps.app.goo.gl/MBkzi9uqRqig4kQG7
GPS Coordinates (Center):	36.68987, -93.3081

GPS Coordinates (4 corners):	36.6901, -93.3081 N 36.6898, -93.3078 SE 36.6896, -93.3080 S 36.6900, -93.3084 SW
City or County Limits:	County
School District:	Branson R-IV School District
Access To Property:	Yes, Silvercliff Way
Road Type:	Paved
Who Maintains Roads:	County / HOA
Closest Highways:	State Hwy 76
Closest Major City:	Springfield, Missouri (55 min, 49.7 miles)
Closest Small Town:	Branson, Missouri 65616 (19 min, 9.8 miles)
Closest Gas Station:	Conoco, 4017 W 76 Country Blvd, Branson, MO 65616 (10 min, 5.3 miles)
Nearby Attractions:	Silver Dollar City (7 min, 3.0 miles) The Butterfly Palace & Rainforest Adventure, 4106 W 76 Country Blvd, Branson, MO 65616 (11 min, 5.3 miles) TITANIC Museum Attraction, 3235 W 76 Country Blvd, Branson, MO 65616 (14 min, 6.6 miles)
Notes:	N/A
Property Tax Information	
Assessed Taxable Value:	\$1,900.00
Assessed Actual Value:	\$10,000.00
Back Taxes Owed? If so amount owed:	No
Tax Liens? If so amount owed:	No
Annual Property Taxes:	\$98.63
Notes:	N/A

Zoning & Restriction Information

Zoning / Property Use Code:	SINGLE FAMILY RESIDENTIAL - (R-1)
What can be built on the property?	Single family dwelling - See the ordinance attached
Time limit to build?	Permit is good for one year but it can be extendable.
Is camping allowed?	Per county, Yes Per HOA, No
Camping restrictions if any:	Per County, No restrictions
Are RV's allowed?	Per county, Yes Per HOA, No
RV restrictions if any:	Per county, You can reside in an RV for 180 days, for more than 180 days you would require a permit.
Are mobile homes allowed?	Per county, Yes Per HOA, No
Mobile home restrictions if any:	Per county, would have to follow building code. Would need to make sure for a sewer connection.
Are tiny homes allowed?	Per county, Yes Per HOA, Min 1500 sq ft
Tiny home restrictions if any:	Would have to follow building code. Would need to make sure for a sewer connection.
Are short term vacation rentals allowed?	Per county, Yes Per HOA, Yes, no regulations.
Vacation rental restrictions if any:	N/A
Is property part of an HOA / POA?	Yes: https://www.stonebridgevillage.com/Home.aspx
HOA / POA dues, if any:	Assosiatoin Fee: \$165/ Month Nothing is currently due on this lot.
Subdivision CC&R Availability:	See attached
CC&R Information:	N/A
Deed Availability:	There is a cost of \$1 per page to get the deed copy.
Deed Information:	Book/ Page: 2022/ 2374
Notes:	This parcel is outside the city limits. Information above is based on county restrictions and CC&R's. Please review HOA website and CC&R's for additional details.

Utility Information	
Water?	Water is available. Would have to contact Missouri American Water Company (866) 430-0820.
Sewer / Septic?	Sewer is available. Would have to contact Missouri American Water Company (866) 430-0820.
Electric?	Would have to contact White River Electric Coop (417) 335-9335.
Gas?	Would have to contact Titan Propane (+14177392785), Ferrellgas (+14172728684), AmeriGas Propane (+14173345111), etc.
Waste?	Would have to contact Republic Services (+18006271717), etc.
Notes:	Per Missouri American Water Company, they provide water and sewer to this road.
County Contact Information	
County Website:	https://www.taneycounty.org/
Assessor Website:	https://www.taneycounty.org/index.php?section=departments&department=2
Treasurer Website:	https://www.taneycounty.org/index.php?section=departments&department=22
Recorder Website:	https://www.taneycounty.org/index.php?section=departments&department=18
GIS Website:	https://beacon.schneidercorp.com/Application.aspx?AppID=26&LayerID=155&PageTypeID=1&PageID=960&KeyValue=07-5.0-15-000-000-040.000
Zoning Link:	https://www.taneycounty.org/index.php?section=departments&department=15
Phone number for Planning Dept:	(417) 546-7225
Phone number for Recorder:	(417) 546-7234
Phone number for Treasurer:	(417) 546-7207
Phone number for Assessor:	(417) 546-7240
City Website:(Township)	Branson
Phone number for City:	N/A
Notes:	N/A

ARTICLE 010.000 R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT

SECTION 010.001 STATEMENT OF INTENT

The R-1 Single- Family Residential District is intended to provide for detached single-family residential development on lots two acres or less in size at a density not to exceed one (1) dwelling unit per approved lot.

SECTION 010.010 USE REGULATIONS

The following table shows which uses are allowed in the R-1 district. For a summary of uses allowed in all Zoning Districts, see Article 007.000.

P = Permitted by-right; C= Allowed only if reviewed and approved as a Conditional Use (See Article 023.000)

Residential		
Single-Family Residence	P	
Group Home, Class I (Limited) < 8 Residents	C	
Group Home, Class I (General) 8-15 residents	C	
Manufactured/ Mobile Home	P	
Civic/Institutional		
Cemetery	C	Compliance with RSMo.214
Community Recreation, Private	P	
Day Care, Family (1-5 children/adults)	P	
Library	C	
Parks & Recreation	P	
Religious Assembly, Standard	P	See definition in Section 002.010
Residential Treatment Facility	C	
Safety Services	P	
School, Primary	P	
School, Secondary	C	
Utility Service, Major	C	
Utility Service, Minor	P	
Commercial		
Firearm Retail, Sales	C	
Agricultural and Other Uses		
Accessory Apartment	C	Subject to Section 003.080
Accessory Dwelling Units	C	Subject to Section 003.080
Accessory Security/ Guardhouse	P	
Accessory Structure	P	Subject to Section 040.080
Communications Antenna, Amateur	C	
Crop Production	P	
Home Occupations	P	Subject to Article 025.000

SECTION 010.020 DENSITY AND DIMENSIONAL STANDARDS

The following standards apply to all residential and nonresidential development in the R-1 District:

	Minimum Lot Area	Minimum Frontage	Max. Height	Front Setback County or Subdivision Road	Front Setback Numbered State or Federal Highway	Front Setback Lettered State or Federal Highway	Side Setback	Side Setback Corner Lot County or Subdivision Road	Side Setback Corner Lot State or Federal Highway	Rear Setback
Individual single-family dwelling served by a central or public sewer system	8,000 square feet	70 feet	2½ stories (35 feet)	25 feet	50 feet	35 feet	7 feet	12 ½ feet	25 feet	10 feet
Non-Inhabitable Accessory Structure on a lot served by a central or public sewer system	8,000 square feet	70 feet	50 feet	25 feet	50 feet	35 feet	7 feet	12 ½ feet	7 feet	5 feet
Individual single-family dwelling served by approved on-site sewage system	2 acres	70 feet	2 1/2 stories (35 feet)	25 feet	50 feet	35 feet	7 feet	12 ½ feet	25 feet	10 feet
Non-Inhabitable Accessory Structure on a lot served by approved on-site sewage system	2 acres	70 feet	50 feet	25 feet	50 feet	35 feet	7 feet	12 ½ feet	7 feet	5 feet

Approved by ACC	July 7, 1994
Adopted by POA BOD	Nov. 15, 1994
Revision: Approved by ACC	May 16, 1995
Adopted by POA BOD	Jun. 19, 2001
Revision: Approved by ACC	Jun. 20, 2002
Adopted by POA BOD	Jun. 20, 2002
Revision: Approved by ACC	Sep. 9, 2004
Adopted by POA BOD	Sep. 16, 2004
Adopted by POA BOD	Aug. 18, 2005
Adopted by POA BOD	Jun. 21, 2007
Adopted by POA BOD	Aug. 21, 2008
Revision: Approved by ACC	Dec. 21, 2010
Adopted by POA BOD	Feb. 17, 2011
Revision: Approved by ACC	July 14, 2011
Adopted by POA BOD	Aug. 18, 2011
Revision: Approved by ACC	May 10, 2012
Adopted by POA BOD	May 17, 2012
Revision Approved by ACC	Aug. 9, 2012
Adopted by POA BOD	Sep. 20, 2012
Revision Approved by ACC	Dec. 2012
Adopted by the POA BOD	Feb. 21, 2013
Revision Approved by ACC	Apr. 14, 2016
Adopted by the POA BOD	Aug. 8, 2016
Adopted by the POA BOD	Feb. 15, 2017
Revision Approved by ACC	Aug. 20, 2017
Adopted by the POA BOD	Aug. 24, 2017
Revision Approved by ACC	Sep. 13, 2018
Adopted by the POA BOD	Sep. 24, 2018
Revision Adopted by ACC	Dec. 13, 2018
Adopted by the POA BOD	Jan. 28, 2019
Adopted by the POA BOD	Feb. 5, 2019
Revision Adopted by ACC	Aug. 8, 2019
Revision Approved by ACC	Feb. 13, 2020
Adopted by the POA BOD	Feb. 24, 2020
Revision Approved by ACC	Nov. 12, 2020
Adopted by the POA BOD	Jan. 10, 2021
Revision Adopted by ACC	Jan. 13, 2022
Adopted by the POA BOD	Jan. 24, 2022
Revision Adopted by ACC	Feb. 10, 2022
Adopted by the POA BOD	Feb. 28, 2022
Revision Approved by ACC	Aug. 08, 2022
Adopted by the POA BOD	Aug. 22, 2022
Revision Approved by ACC	April 13, 2023
Adopted by the POA BOD	April 24, 2023
Revision Approved by the ACC	July 13, 2023
Adopted by the POA BOD	July 24, 2023
Revision Approved by the ACC	Oct. 12, 2023
Adopted by the POA BOD	Oct. 23, 2023
Revision Approved by the ACC	March 21, 2024
Adopted by the POA BOD	March 25, 2024

ARCHITECTURAL CONTROL COMMITTEE

RULES AND REGULATIONS

STONEBRIDGE VILLAGE

October 23, 2023

INTRODUCTION

The StoneBridge Village Architectural Rules and Regulations are published by the Architectural Control Committee (ACC) of the StoneBridge Village Property Owners Association, Inc. (POA). These published rules and regulations are intended to orient the property Owners, building contractors, and landscaping contractors to the correct procedures, requirements, and specifications for construction within the Village.

These rules and regulations may change from time to time. Please check with the POA office for a current issue. These regulations are adopted pursuant to the authority provided by the Declaration Covenants and Restrictions of StoneBridge Village, MO. When these rules and regulations may exceed in scope those established by the State of Missouri, the stricter rules and regulations shall apply.

The protective covenants, that established and provided for the ACC and these Architectural Rules and Regulations, may be amended, rescinded, or be added to, provided such amendments, rescissions, or additions shall not make the Protective Covenants as applied to those lots zoned as residential, any less restrictive.

The ACC exists to monitor and to ensure compliance with the Declaration, the Protective Covenants, and these Architectural Rules and Regulations. The performance of its duties is fulfilled on a “best efforts” basis, with the goal of protecting aesthetics, property values, the general health, safety, and welfare of the community. **Neither the ACC or these Architectural Rules and Regulations are for the purpose of policing or ensuring the quality or code compliance of construction.**

These standards may be enforced by the POA in the same manner as any violation or threatened violation of the Declaration, including, but not limited to, fines or the lien rights of the POA for any cost or charges incurred in connection therewith.

The ACC Administrative Assistant or designated replacement will attend all scheduled ACC meetings and, when possible, attend unscheduled ACC meetings called to address special requests or issues. The ACC Administrative Assistant shall take minutes at all scheduled/special meetings of the ACC.

One set of two approved/disapproved or tabled drawings/requests for building/landscaping permits noted with changes and/or clarifications shall be returned to the contractor/homeowner. Upon the ACC’s approval, the ACC Administrative Assistant will prepare approval/disapproval letters or a letter stating that the building/landscaping contractor’s application has been tabled. These letters will be signed by the POA General Manager and sent to all contractors/homeowners.

When the ACC approves a builder’s or landscaper’s Building Construction Application (Exhibit B) or Landscaping Plan (Exhibit E), the ACC Administrative Assistant will issue a permit for construction and include a reminder that the building contractor/homeowner will also need a county building permit.

NEITHER THE STONEBRIDGE ACC NOR THE STONEBRIDGE VILLAGE POA ARE RESPONSIBLE FOR THE WORKMANSHIP, QUALITY OR CONFORMITY WITH CONTRACTUAL SPECIFICATIONS OF ANY CONSTRUCTION. THIS IS A MATTER BETWEEN THE OWNER AND THE CONTRACTOR. NO WARRANTY OR REPRESENTATION IS MADE TO OR SHALL BE IMPLIED BY ANY OWNER THAT THE ACTIONS OF THE ACC IN THE ISSUANCE OF PERMITS, INSPECTION, OR APPROVAL OF THE CONSTRUCTION OR OTHERWISE IS INTENDED AS A TACIT APPROVAL OF THE QUALITY, SAFETY, DESIRABILITY, OR SUITABILITY OF SUCH DESIGN OR CONSTRUCTION.

I. PERMITS

A. ACC PERMITS

The ACC has the authority to issue two types of permits within StoneBridge Village (1. Building Construction; 2. Landscaping). These permits shall be required for all permanent construction, landscaping, additions, revisions, removal, or demolition within the StoneBridge Village community including, but not limited to, the following: lot clearing, residential homes and buildings, storage buildings, garages, driveways, sidewalks, patios, retaining walls, pump stations, irrigation systems, solar energy systems, geothermal energy systems, swimming pools, swimming pool buildings, fences, commercial buildings, recreational buildings, public buildings, parking lots, access streets and roads, tennis courts, racquetball courts, baseball and football fields, cemeteries, cutting and filling, flag poles, temporary construction trailers within subdivisions, and all other forms of temporary or permanent construction.

Any building form, finish materials, or colors may be denied a permit by the ACC if it is deemed to be incompatible with the environment of StoneBridge Village. Written waivers to these standards must be presented to the ACC for review and approval.

All permits issued by the ACC shall be in compliance with the Declaration, the Protective Covenants, and these regulations and standards. The fee for Single Family Residence construction is \$460; building modification fees are \$50 per occurrence. **Permit application package(s)** (reference **Exhibits A through K**) can be obtained at the StoneBridge Village POA office. If a homeowner or approved builder desires to make a major structural modification or addition to the home under construction, then a "Building in Process Plan Alteration Request Form" (reference **Exhibit G**) is to be completed by the homeowner and building contractor and submitted to the ACC for review. For residences including, but not limited to, multi-family residences, the fee shall be \$460 for the first living unit and \$360 for each additional unit. If a homeowner desires to make an addition to their home that will visibly change the exterior perimeter of their home, then an application for "Alteration and/or Addition to Existing Property" (reference **Exhibit I**) should be obtained from the POA office, completed by the homeowner, and submitted to the ACC for review.

A nonrefundable minimum deposit of \$1,500 is required from the contractor, for each living unit. This deposit is to be placed in a reserve fund for road repairs. The builder's permit will not be issued until the appropriate fees are paid to the POA.

ADDITIONAL ACC FEES BASED ON SQUARE FOOTAGE

Base Fee =	\$1500
<2,500 sq ft =	no additional fee
2,501 – 3,500 =	\$500 additional fee
3,501 – 4,500 =	\$750 additional fee
>4,500 – sq ft =	\$1,000 additional fee

The board amended the proposal to clearly define the square footage meaning the entire approved structure to include the garage.

StoneBridge Village recognizes the current edition of the International Building Codes (IBC) and recommends that buildings are built to code in StoneBridge Village.

Before a homeowner or a landscaping contractor begins landscaping of a building lot or initiates changes to existing landscaping, the homeowner must contact the POA Office, and obtain copies of the Landscaping Plan form (**Exhibit E**). The completed Landscaping Plan must be submitted to and approved by the Architectural Control Committee (ACC) prior to beginning the project. A landscaping permit will not be issued until the Landscape Road Impact Fee has been collected by the POA.

A Landscaping Road Impact Fee, based on the cost of the project, will be required for each new landscaping plan according to the following schedule:

Cost of Landscaping Project Landscape Road Impact Fee

Less than \$5,000 -	\$250
\$5,001 - \$10,000 -	\$500
\$10,001 - \$25,000 -	\$750
\$25,001 - \$50,000 -	\$1000
\$50,001 - \$75,000 -	\$1250
\$75,001 - \$100,000 -	\$1500

The Landscape Road Impact Fee for any landscape project costing more than \$100,000 will be determined on a case-by-case basis.

For those landscape projects costing less than \$5,000, the \$250 Landscape Road Impact Fee will be refunded to the homeowner/landscape contractor if no damage was incurred to the roadways, ditches, culverts, common property, or limited common property within the Village. No refund will be made to the homeowner/landscaper contractor prior to a final inspection of the project by an ACC member and the Common Area Superintendent after completion of the landscape project.

For those landscape projects costing greater than \$5,001, one-half of the Landscape Road Impact Fee will be refunded to the homeowner/landscape contractor if no damage was incurred to the roadways, ditches, culverts, common property, or limited common property within the Village. No refund will be made to the homeowner/landscape contractor prior to a final inspection of the project by an ACC member and the Common Area Superintendent after completion of the landscape project.

NOTE: The Landscape Road Impact Fee will not be required for a landscape project that was approved as an integral part of a new home construction approval.

B. PENALTY FOR PERMIT VIOLATION

THERE CAN BE A FINE OF UP TO TEN THOUSAND DOLLARS (\$10,000) FOR FAILURE TO OBTAIN REQUIRED APPROVAL FROM THE ACC AND AN ADDITIONAL FINE OF UP TO TEN THOUSAND DOLLARS (\$10,000) FOR EACH THIRTY (30) DAY PERIOD ANY STRUCTURE REMAINS IN VIOLATION OF THE DECLARATION OR THESE RULES AND REGULATIONS.

II. GENERAL CONSTRUCTION GUIDELINES

A. DESIGN

All construction/landscaping shall conform to the StoneBridge Village ACC Design Guidelines and these Architectural Rules and Regulations. The minimum square footage of all heated living floor areas, per dwelling unit for residences, is 1,500 square feet except as may be indicated on each recorded plat or filed supplemental declaration.

B. AESTHETIC DESIGN

All buildings and structures shall meet the minimum requirements for aesthetics as established by the ACC, including, but not limited to, the following:

1. The committee will not permit log, berm, "A" frame homes, or any pre-manufactured homes. Other home styles will be considered based on compatibility with the community and the neighboring homes.
2. None of the following exterior finish materials shall be allowed: Clay block, asphalt siding, asphalt shingle siding, vinyl siding, or insulation board. Where concrete block or concrete is utilized in the construction of a foundation wall, and exposed to view, such foundation material shall be finished with the same material as the outside veneer of the house or with an approved alternative covering. At a minimum, exposed concrete walls shall be painted in the coloration of the home as part of the initial construction process and subject to the completion deadlines specified herein. Concrete block shall be painted, and grout rubbed to obtain a smooth finish and painted in the coloration of the home as part of the initial construction process and subject to the completion deadlines specified herein.
3. **Concrete cinder block retaining walls** are not acceptable in StoneBridge Village Community.
4. All finish colors shall be natural tones such as tans, grays, and browns. No whites, off-whites, bright blues, bright oranges, pinks, bright reds, bright yellows, bright greens, or purples are allowed. No fluorescent finishes or pastels will be allowed. **Color schemes shall be presented to the ACC on a color rendering with color boards and material samples for consideration.** Any contractor or homeowner who desires to do exterior post occupancy home maintenance painting other than touch-up painting of their residence, must gain approval from the ACC prior to painting. All colors, on an exterior component of a home such as Hardy Board siding, corner boards, soffit trim, entry doors, windows, or the staining of wooden decks, shall be submitted to the ACC for consideration and approval.

5. No roof flashing, trim, edging i.e. finished of white, metallic silver, or galvanized colors outside the accepted tonal value range will be allowed.

C. BUILDER APPROVAL

Before a builder is approved by the ACC, the builder must verify, and the ACC will confirm, that builder is in compliance with all applicable rules and regulations promulgated by the Committee and the POA including, but not limited to, payment of any fees or dues. This condition to review applies to Applicant, Builder and/or Landscaper directly or by virtue of any person or entity that is not in compliance.

All single and multifamily dwellings and all commercial structures shall be built only by builders that have been pre-approved by the ACC. No construction application shall be accepted by the ACC unless it is submitted by an approved builder. **In addition to approval by the ACC, new construction of nightly rental units shall also be approved by the POA Board of Directors.** The POA Board of Directors will have 30 days to accept or deny the application. To qualify as an approved builder, the builder shall furnish to the ACC a fully completed Construction Application (**Exhibit B**), to include certain financial information, customer references, proof of builder's liability insurance (**Exhibit F**), background information, sample designs, and such other information as the ACC might require. The ACC will review the information submitted and either approve or disapprove the builder for construction within the StoneBridge Village Community.

An Owner who requests to build his own home and/or initial landscaping will be considered for approval as any other residential general contractor.

In order to remain qualified to work in StoneBridge Village, subsequent to the builder's initial approval, a builder must submit annually, by May 1st of each year, updated financial information, references, and such other information as the ACC may require. Builders are responsible for updating the ACC with current information whenever any information previously submitted to the ACC has changed or is no longer applicable.

A builder may be denied permission to build in the StoneBridge Village Community either at the time of the ACC's initial review of the Builder's Construction Application, at the time of any annual review, or at any time information is brought to the ACC's attention to indicate that it is not in the best interest of the community or its property Owners for the builder to work in StoneBridge Village. All denials will be reviewed by the POA Board of Directors.

D. LANDSCAPER APPROVAL

Before a Landscaper is approved by the ACC, the Landscaper must verify, and the ACC will confirm, that Landscaper is in compliance with all applicable rules and regulations promulgated by the Committee and the POA including, but not limited to, payment of any fees or dues. This condition to review applies to Applicant, Builder and/or Landscaper directly or by virtue of any person or entity that is not in compliance.

Landscaping for all single and multifamily dwellings and all commercial structures shall be accomplished only by landscaping contractors who have been pre-approved by the ACC. No application for landscaping work shall be accepted by the ACC unless it is submitted by an approved landscaping contractor. To qualify as an approved landscaping contractor, the landscaper shall furnish to the ACC a completed New Landscaper Application, to include certain financial information, customer references, proof of liability insurance (**Exhibit F**), background information, and such other information as the ACC might require. Property Owners may submit a landscaping plan for work

performed by the Property Owner for ACC approval (**reference Exhibit E**). The ACC will review the information submitted and either approve or disapprove the landscaping work within the StoneBridge Village Community.

In order to remain qualified to work in StoneBridge Village, subsequent to the landscaping contractor's initial approval, a landscaping contractor must submit annually, by May 1st of each year, a letter requesting re-instatement as a landscaping contractor for the forthcoming year. Landscaping contractors are responsible for updating the ACC with current information whenever information previously submitted to the ACC has changed or is no longer applicable. Landscaping contractors will be required to have on deposit with StoneBridge Village POA a refundable deposit of \$250 for each landscaping project. The approved landscaping contractor is responsible for any damage incurred by sub-contractors that were hired.

A landscaping contractor may be denied permission to work in the StoneBridge Village Community either at the time of the ACC's initial review of the Landscaping Contractor's Application, at the time of any annual review, or at any time information is brought to the ACC's attention to indicate that it is not in the best interest of the community or its Property Owners for the landscaping contractor to work in StoneBridge Village.

E. SUBMISSION OF BUILDING/LANDSCAPING PLANS

Before any Application for Construction and/or Landscaping shall be considered, the Applicant, Builder and/or Landscaper must verify, and the ACC will confirm, that Applicant, Builder and/or Landscaper is in compliance with all applicable rules and regulations promulgated by this Committee and the POA including, but not limited to, payment of any fees or dues. This condition to review applies to Applicant, Builder and/or Landscaper directly or by virtue of any indirect ownership or affiliation with any person or entity that is not in compliance.

BUILDING PLANS

Two **complete** and identical sets of building plans shall be submitted to the ACC, which accurately represent the proposed structure and meet acceptable architectural standards. Building plans shall include numbered items 3 thru 8 of (**Exhibit A**), Checklist for Building Construction Application. All plans shall be drawn using computer aid drafting (CAD) in a professional manner with sufficient and explicit details to be adequate for the entire construction process. The floor plans shall be drawn to a scale of 1/4" equals one foot. Elevations, details, and building sections may vary per acceptable architectural standards. If a request for an addition or change to an existing plan is received, then both the original plan and the plan for the addition/change should be submitted to the ACC for analysis and approval. All requests for new building construction should be presented in person by the approved building contractor, the homeowner, or both. In addition to the building plans submitted, the builder is encouraged to maintain a third set of As-Built Construction Drawings to be given the homeowner. All requests for new building construction must indicate whether proposed structure is intended to be used for nightly rental (meaning rental for any period less than 30 days).

Each plan set must include the following:

1. Floor plans of all levels with designated north arrow.
2. Elevations of all sides including specified roof pitches, roof material, overhangs, and sloping lot topography (**See Appendix A**).

3. Foundation plan. Appendix B (Sheets F-1 thru F-5) are minimum requirements for footings and foundation walls for one- and two-family dwellings unless specifically designed by others.
4. Details and building sections showing exterior wall construction, roof pitches, and overhangs at side elevations.
5. Plat Plan. Plat plan requirements (numbered items 1 thru 19) shall be submitted as outlined in **Exhibit D**. Any changes must be submitted to the ACC for approval (**Exhibit G**).
6. Review Period: ACC is allowed five days to review submitted building/landscaping plans
7. Nightly Rental: If use is for nightly rental the plan must comply with BOD criteria (**Exhibit K**).

LANDSCAPING PLANS

To obtain a landscaping permit one copy of the proposed landscaping plan or changes/additions to an existing plan shall be submitted to the ACC in a convenient scale to the property size. If the submitted plan is a change/addition to an existing approved landscaping plan, then a copy of the originally approved landscaping plan should also be submitted. All requests for landscaping should be presented in person by the approved landscaping contractor, the homeowner, or both.

F. STANDARD CODES

When reference is made to any code herein, it shall refer to the current edition of the IBC code in effect at the time that the permit is made. If more than one (1) code is cited in any instance, then the stricter code, in effect, shall apply.

G. TIME SCHEDULE

1. Construction activities should begin within sixty (60) calendar days from the issuance of the permit. Failure to begin work within this time frame may cause the permit to be revoked and forfeiture of all fees and deposits.
2. The ACC considers the date of issuance of the permit as the **start date** of construction.

The following construction time periods shall apply to constructing a single-family detached structure, including the garage and if permitted an outbuilding.

- a. The exterior shall be completely finished within nine (12) months of the start of construction.
- b. The interior shall be completely finished within twelve (12) months of the start of construction.
- c. Landscaping shall be completely finished within twelve (12) months of the start of construction.
- d. Site grading shall be completely finished within twelve (12) months of the start of construction and all debris including rocks, stumps, and unwanted vegetation removed.
- e. All construction must be completed within twelve (12) months of the start date of construction.

3. The ACC will determine the allowed time schedule/deadline for each Alteration of Existing Property permit. The date of issuance of the permit will be the acknowledged start of construction.
4. If the Owner shall fail to comply with any rule, regulation, or part of this section regarding time schedules, the penalties contained herein for violation **shall be enforced**, unless, written request of the owner for time extension and citing cause for the granting of such, is made to the ACC prior to expiration of the relevant time period, and a finding by the ACC that there has been such change in circumstance as to warrant an extension, then the ACC Administrative Assistant shall issue a written certificate authorizing an extension of the applicable time allowed for completion.

The POA Board may fine the Owner \$250 per week for each week past the applicable time period until the building construction is completed. If necessary, the POA may complete the exterior in accordance with the approved plans or remove the improvement, and the owner shall be responsible for all expenses incurred in connection therewith.

H. CONSTRUCTION ACTIVITIES

1. Before any new construction begins on any lot it will have a current survey (state licensed surveyor), be staked out, and elevations provided to the ACC.
2. During all construction activities, the building lot shall be kept clean of trash and miscellaneous building debris. A solid sided waste container with a minimum capacity of sixteen (16) cubic yards is required on all building sites. A small trash dumpster or similar container is required as well. Both the solid sided waste container and smaller trash container shall be emptied when full. The ACC may allow placement of the solid sided waste container on common property, if necessary, to facilitate access.
3. All building debris shall be disposed of in the aforementioned waste containers or shall be removed from the building site for disposal outside of Stonebridge. No building debris will be burned on any building site. Any builder burning building debris, trash or any other material on a building site will be subject to an immediate fine of \$50.00 per occurrence.
4. All building activities and materials shall be restricted to the lot for which the permit was issued.
5. Each permitted construction site having two or more workers must be furnished with sanitary facilities.
6. Nuisance noise in residential areas is to be kept to a minimum but shall not exceed 86 decibels.
7. Neither the streets, the street right-of-way, the common properties, nor the other lots shall be used as a staging area for building/landscaping materials, solid sided waste container, or storage of debris unless prior written approval has been obtained from lot owners, and the POA General Manager.
8. Overnight parking of construction equipment or vehicles on the streets is prohibited.

9. During daylight hours, orange caution cones shall be placed 100 feet ahead of construction equipment parked in the roadway to warn oncoming traffic. This safety requirement shall apply to owners (including builders, landscapers, and general lawn maintenance) whenever equipment trucks or trailers are parked in roadways.

10. Heavy steel track equipment shall not be unloaded or driven on roads.

11. Washing out of ready-mix concrete trucks on StoneBridge Village property is prohibited. This property includes roads, ditches, street right-of-way's, common properties, and adjoining lots. Any washout necessary must be performed on the lot where the construction is being done. Exception being if the POA General Manager approves, in writing, an alternate specific washout location.

12. Construction/landscaping by contractors and their subcontractors shall be prohibited on Sundays and nationally recognized holidays and exterior work shall be prohibited between sundown and sunup. Work Hours are Monday – Saturday from 7:00 a.m. to SUNDOWN. NO Deliveries or Pick Ups before 7:00 a.m. No hauling of building materials, fill rock, topsoil, or moving of heavy equipment shall be permitted between sundown and sunup. In January 2021 the POA Board made the decision to recognize the same holidays as the Stonebridge Village Employee Handbook. The dates SBV recognizes as holidays are below.

No Construction Activity

New Year's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
Memorial Day
Fourth of July
Labor Day

13. Rock, fill dirt, topsoil, landscaping blocks, sod, etc., shall not be unloaded on the streets.
14. Contractors, subcontractors, and landscaping contractors shall be responsible for promptly removing construction dirt, mud, rocks, gravel, etc., from the streets.
15. The "Final Exterior Inspection Request Form" (**Exhibit J**) – must be completed by the contractor and forwarded to the POA office for action by the ACC and POA Manager.

I. LOT CLEARING OR CLEANING

1. Lot clearing is prohibited unless a building permit has been issued by the ACC and construction is scheduled to begin in 60 days.

2. Lot cleaning is allowed for the removal of debris, brush, and trees up to 4" in diameter. Lot cleaning debris material must be removed from Stonebridge Village Property within 30 calendar days.
3. The ACC shall review all tree clearing prior to removal to assure the retention of as many native trees and flowering plants as practical. In general, no trees over four inches (4") in diameter shall be cut outside of the home, driveway, or walkway footprint.
4. Dead, diseased, or down trees, or low hanging limbs, which are a safety hazard, may be removed when approved by the ACC.
5. All debris shall be removed from the lot within thirty (30) days. No burning of debris is allowed.
6. No disturbances to any adjoining lots or common properties are permitted.
7. Silt Fence: The ACC requires the erection of a "silt fence" between the construction area and the golf course and/or neighboring properties when necessary. The property owner is responsible for any damage incurred.

J. ACT OF GOD OR FIRES

Clean up of existing property destroyed by fire or any act of God shall be completed within a 12-month time period. A site clean-up plan shall be submitted to the ACC within 90 days of the property damage.

K. LOT BURNING POLICY

Lot burning in StoneBridge Village Community is prohibited.

Burning of debris is acceptable in the designated area behind the golf course maintenance building as directed by the superintendent of the golf course. Contact the superintendent for a listing of acceptable material to be burned.

L. SOIL CONSERVATION, DRAINAGE, AND RIGHT-OF-WAY

It is a prime concern of the StoneBridge Village POA to protect the natural beauty and environment of StoneBridge Village. Therefore, the owner and contractors will be responsible to ensure that the soil conservation and drainage plans DO NOT adversely affect common property or any neighboring properties during construction and after construction completion.

A corrugated pipe culvert is required under a driveway whenever a water way would be blocked. All culverts are required to have galvanized tapered end walls. Refer to the ACC Design Guidelines (**Appendix C**).

M. FLOOD CONTROL

Any permanent building or residence subject to flood damage must be located above the 100-year flood elevation.

N. UTILITY COMPANIES

Prior to the start of any construction on a lot, all utility companies shall be contacted to locate their respective utility placements on or adjacent to the lot.

Two, meter pits are required for the water service connection. One meter pit shall be used for the water meter and the second meter pit for the installation of a pressure reducing valve. The meter pit for the pressure reducing valve shall be located upstream of the water meter, not further than six feet.

Electrical service cabling shall be buried and installed by White River Valley Electric Cooperative.

The ruling by Department of Natural Resources (DNR), requires all irrigation system to be provided with back-flow-prevention devices; enforced by Missouri American Water to be inspected annually by a certified inspector.

III. FOUNDATIONS

A. GENERAL DESIGN

Site specific soil investigations are encouraged but not required for lightly loaded residences. Great care shall be taken in the design of the foundation to insure the adequacy and structural integrity of the building. Extreme sloping conditions will require detailed foundation studies and foundation design by licensed architects or civil engineers in the state of Missouri.

B. FLOOD DESIGN

The foundation of any structure constructed within the profile of the 100 - year flood lines shall be designed to withstand flood conditions and forces.

IV. PARKING STANDARDS

A. PARKING SPACES

Single/Two Family detached dwellings:

1. Shall have no less than (2) off-street parking spaces.
2. Each parking area shall be served by adequate driveways and space for the movement of vehicles.
3. Two-car garages are required, at a minimum. No carports are allowed.

B. DRIVEWAYS

1. Shall be a minimum of 18 ft. in width for a two-car garage and extend to the edge of the street pavement. However, if a driveway length exceeds 50 ft., the driveway may transition in a 20-lineal foot run, from an 18-ft. width to a minimum 12ft. width on the building envelope side of the platted front set-back line.
2. Shall be constructed of concrete, brick, or other masonry materials, acceptable to the ACC, so as to provide dust free, all-weather surfaces.
3. Shall be maintained in good condition.
4. Shall be completed at the time of exterior construction completion.
5. Each property Owner shall be responsible to extend his or her driveway to the edge of the street pavement. If no street paving is in place at the time of the driveway construction, the finished surface for the driveway shall be terminated at the property line with a temporary surface extended to the street. The driveway must be extended to the street's edge once the street is paved.
6. The tie-in to the street must be made with "neat lines" and vertical cuts against the pavement. Regardless of the surface used, a "thickened edge" must be used against the pavement. This thickened edge shall be eight inches in width and eight inches' depth tapering back to the normal section thickness. Construction of driveways (sub-grade, base, and surface course) shall follow quality construction standards. If concrete is used, proper installation of expansion joints shall be made (See ACC Design Guidelines Appendix C).

C. VEHICLES

1. No recreational vehicle, motor home, camper, boat, trailer, unregistered vehicle (anything of which will not fit into a residential garage), or other vehicle not normally or customarily used for personal, or family transportation shall not be parked or stored in the yard or driveway associated with each residence. Large recreational vehicles, motor homes, campers, boats, and trailers may temporarily be parked on the paved driveway of a residence for a period not to exceed 72 hours.
2. Vehicles used specifically for commercial purposes including, but not limited to, construction trucks, cargo carrying trucks, trailers, and construction equipment shall not be parked in a residential area, other than for the purpose of accommodating work on the premises. This is not intended to include pickup trucks and vans up to 6,000 lb. G.V.W. normally used as sources of personal transportation.
3. No unlicensed vehicle, other than a golf cart, is allowed to be parked or operated on common property at any time. No vehicle or trailer shall be parked on the street rights-of-way without approval from the POA General Manager. Approval will only be granted in a hardship circumstance and for a maximum period of 72 hours.

4. Failure to comply will result in the matter being referred to the POA Board for action under the Declaration and Protective Covenants.

V. LANDSCAPING

It is expected that the yard of each home will be established and maintained in a neat manner and one that is pleasing to the eye. Lots that have more than one exposure to view such as corner lots, golf course lots, lake front lots, and other amenity enhanced lots shall be treated in a consistent manner with consideration to landscaping. Each landscape plan shall include areas of vegetation and greenery acceptable to the ACC. Excluding the house and driveway foot print a minimum of 80% of the disturbed yard area should be landscaped with architectural rocks, landscape blocks, grass, mulch, shrubbery, and trees acceptable to the ACC. Lawn irrigation systems are required as part of all new family home construction. The grounds surrounding a new home that have been disturbed by construction activity must be brought to a finish grade prior to ACC final review. Landscaping work must be completed within 12 months of the dated Construction Permit. Landscaping material shall include architectural rocks, landscape blocks, grass, mulch, shrubbery, and trees. All grading and landscaping shall meet the minimum requirements for aesthetics as determined by the ACC. Any restoration to rights-of-way or common property must be completed prior to final review by the ACC.

Irrigation and Grass/Sod

Front and side yards of all houses and houses with a rear yard in view of the street (corner lots), golf course and other amenities must be sodded and fully irrigated consistent with the ACC approved landscape plan. A rear yard not visible from the street view, golf course or other amenities must be fully irrigated and sodded consistent with the ACC approved landscape plan. A rear yard not visible from the street view, golf course, or other amenities may seed and straw the rear yard with no irrigation requirement. In those areas that are heavily shaded or severely sloped where grass or sod would be difficult to grow much, stone (such as river rock or decorative rock) or shade tolerant ground cover may be used to create a neat, attractive appearance and to help prevent erosion. White or clean rock is **NOT** permitted. Bare or uncovered ground is **NOT** permitted.

VI. FENCES AND WALLS

Fences and wall placement and designs must be reviewed and approved by the ACC. Specific fence or wall placement shall be presented on the plat plan separately or presented as part of the landscaping plan for approval.

A. FENCE AND WALL PLACEMENT

No fence or wall shall be built closer than one (1) foot to a property line unless the permit application includes adequate survey line staking to eliminate property line disputes. Fences or walls situated on easements or street rights-of-ways are subject to the rights of the easement holders or right-of-

way owners. Any damage or alteration of such fences and walls necessary to or caused by the exercise of those rights will be at the expense and responsibility of the property owner. When lots abut golf course property, a twenty (20) foot setback of all structures is required. No fences or walls are allowed in front or side yards (**see ACC Design Guideline Appendix F**). When walls are built near lot lines, special attention needs to be addressed concerning drainage, erosion, and structural aspects that may affect the adjoining property.

B. FENCE AND WALL MATERIALS

1. Fences and decorative walls may be built of ornamental finished metal, pressure treated wood, painted wood, brick, stone, landscape blocks, or other approved materials of durable and aesthetic quality.
2. No fence or decorative wall shall be built out of objectionable material such as chain link, chain, galvanized metals, concrete block, barbed wire, chicken wire, woven wire, unfinished metals, cord wood (split rail), gravel, rubble, rip rap, brush, or refuse.

C. FENCE AND WALL HEIGHTS

Maximum allowed height of fences is four (4) feet. Fences and walls enclosing swimming pools may be taller than four (4) feet based on site conditions. Fences for screening utility structures may be taller than four (4) feet based on site conditions. Block retaining walls in excess of six (6) feet high shall require certification by a licensed architect or civil engineer in the state of Missouri (**See ACC Design Guidelines Appendix B**).

D. FENCE AND WALL FINISHES

All finish colors shall be natural tones such as tan, grays, browns, or black for ornamental finished metal fencing. No bright blues, bright oranges, pinks, bright reds, bright yellows, bright greens, or purples will be allowed. No fluorescent finishes or pastels will be allowed.

VII. CENTRAL SEWER SYSTEM

A. CLASSIFICATION

StoneBridge Village utilizes a pumped effluent sewer system. This system consists of grinder pumps, holding tanks electric controls, and associated appurtenances. The owner will be responsible for extending the sewer service to the grinder pump holding tank. Missouri American Water Company may require deviations from these specifications.

B. PLAT PLAN

The Owner shall include the following items on the plat plan:

1. Finish floor elevation of the lowest floor requiring wastewater plumbing.
2. Location of sewer stub-out from foundation.

C. INSTALLATION

Missouri American Water will install the necessary service lines, holding tanks, grinder pumps, electrical controls, and appurtenances. Missouri American Water will determine from the plat plan the location of the holding tank. Prior to installation of holding tank, the owner and/or builder should establish a grade stake benchmark in the proximity of the holding tank to indicate finish yard elevation. This will allow the installation crews to install the holding tank consistent with the proposed finished grade. So as not to hamper repairs and maintenance, the holding tank and control panel shall not be in a fenced or heavily landscaped area. The sewer stub-out from the house should be located such that the holding tank, grinder pump, and electrical controls are accessible to Missouri American Water

VIII. Backyard Play Equipment

No backyard equipment visible from outside the property shall be constructed or installed without prior ACC approval for the proposed design and location. Play equipment includes, but is not limited to, play sets, playhouses, swing sets, zip lines, rope swings, tire swings, basketball hoops, volleyball nets, sports courts, batting cages, trampolines, tree houses and other recreational equipment.

All backyard play equipment (except basketball goals as described elsewhere in these rules and regulations) shall be placed in the rear yard in such a way as to minimize visibility when viewed at ground level from the public streets and neighboring lots. All play equipment, including trampolines with nets, must be located a minimum of 10 feet from the neighboring lot line. The highest permitted elevation of play equipment on any private lot is 12 feet above ground level.

If play equipment is to be installed on a lot backing to the golf course, common properties, corner lots or another owner's residence, additional requirements in terms of location, height, spacing and/or screening may be mandated by the ACC. When submitting an application, the requesting owner should describe methods proposed to shield the equipment from view.

All backyard play equipment is to be kept in a well- maintained condition. All tree houses no longer being used should be removed.

Basketball Goals

Permanent basketball goals are subject to ACC approval. All permanent basketball goals will be located a minimum of 12 feet from the street, located in such a manner as to keep errant balls out of neighboring properties and be well maintained.

Free-standing basketball goals must be kept out of the street and off the sidewalk. The free-standing goal should be well maintained and properly stored indoors when not in use.

IX. SWIMMING POOLS

A. LOCATION

No swimming pool or part thereof, including apron and walks, shall protrude into any front yard, construction setback line, or easement.

B. ENCLOSURES

The swimming pool area shall be walled or fenced so as to prevent uncontrolled access by children and pets from the street or adjacent properties. The fence or wall shall not be less than four (4) feet in height, openings shall be 4 inches or smaller, gates shall lock upon closing, and shall comply with paragraph VI (Fences and Walls) above herein and shall be maintained in good condition.

C. DISCHARGES

Discharging of backwash water shall not be permitted or pumped into any part of the sewer system and shall be controlled so that it will not wash across an adjoining lot or erode common property.

X. SIGNAGE

No sign shall be erected on properties within StoneBridge Village other than signage specifically approved by the ACC. The sign design, content, size, and colors must be approved by the ACC. Presentation of the sign to the committee is scheduled by calling the POA for the date and time of the next meeting and to be added to the agenda.

"For Sale" and informational signs must be of natural tones such as tans, grays, and earth tones whenever possible. Whites, bright colors and fluorescent finishes or pastels are discouraged. Exceptions may be made by the ACC when a realtor's registered logo and colors are used. "For Sale" and informational signage must be no larger than 144 square inches (12" x 12").

A. SIGN PLACEMENT

A realtor or owner, who plans to advertise "For Sale," or "For Sale by Owner," will need approval from the POA office for placement of advertising signage that may vary from the following policy.

The following outlines sign placement requirements.

1. "For Sale" and Informational Signs: These signs must remain within the 144 square inches (12 inches by 12 inches) previously required. For a lot, the sign must be placed back from the street right of way to allow for POA mowing of the lot front. "For sale" or informational sign at a house, cannot be less than 10 ft. from the roadway.

- a. Corner Properties: Two signs of 144 square inches may be placed on corner properties (i.e. one on each street side).
- b. Golf Course Properties: Two signs of 144 square inches may be placed on golf course properties – one on the street exposure and one on the golf course exposure.
- c. Property with only One Street Frontage: One sign of 144 square inches may be placed on the street side.

B. “OPEN HOUSE” SIGN PLACEMENT

If a realtor chooses to advertise “For Sale” by conducting an open house, approved signage may be placed 24 hours in advance. The signs must be removed within one hour after conclusion of the open house. The realtor or representative must be present at the open house during hours of the scheduled open house.

The realtor holding the “Open House” must notify the POA in writing at least three days prior to the open house event. This notice may be sent by e-mail to stonebridgevillage.com. The notice must include the following:

1. Realtor’s name and contact number
2. House address
3. Hours of open house

Larger “Open House” Signs: The ACC will allow the use of one larger “Open House” sign not to exceed 450 square inches (24 inches by 18 inches) to be placed at the entry to Stonebridge Village (the intersection of Stonebridge Village Parkway and Highway 76). Realtors may place signs containing directional arrows to assist potential buyers in finding the property. One additional “Open House” sign not to exceed 450 square inches (24 inches by 18 inches) may be placed in the front yard of the property.

All “Open House” signage must be removed no later than one hour after conclusion of the “Open House.” Any “Open House” signage remaining in place more than one hour after the conclusion of the “Open House” will be subject to confiscation by the POA. The realtor may reclaim any confiscated signs by paying a penalty of \$10.00 per sign to the ACC Administrative Assistant.

The POA reserves the right to limit the number of “Open House” events. There will be no more than five “Open House” events occurring at any one time.

Signs related to a golf tournament may be placed on POA property as approved by the Golf Pro and General Manager but must be removed at the conclusion of the tournament or the morning following at the latest.

Any deviation from the above ACC established procedures will result in removal and storage of signs outside the golf maintenance building.

See the POA General Manager for further information relating to signage.

C. “ESTATE SALE SIGN PLACEMENT”

Any individual or company wishing to hold an “Estate Sale” within Stonebridge Village must notify the POA in writing at least three days prior to estate sale. This notice may be sent to the POA via e-

mail to stonebridgevillage.com The must include (1) the name and contact information for the individual or company holding the estate sale; (2) the address where the estate sale is to be held; and (3) the days the estate sale is to held and the hours during which the estate sale is to be held. The ACC will allow one sign not to exceed 450 square inches (24 inches by 18 inches) to be placed at the entry into Stonebridge Village (the intersection of Stonebridge Village Parkway and Highway 76). Additional signs of the same size containing directional arrows to assist interested parties in finding the estate sale will be allowed. One additional sign of the same size may be placed in the front yard of the estate sale site.

The individual or company administering the estate sale may place approved signage 24 hours in advance of the estate sale. The signs must be removed within one hour after the sale is concluded. For estate sales lasting more than one day, the signage must be removed each day and placed again the following day. Estate sale signage shall not remain posted within the Village after the conclusion of each day's business. Any "Estate Sale" signage remaining in place more than one hour after the completion of that day's business will be subject to confiscation by the POA. An individual or company may reclaim any confiscated signage by paying a penalty of \$10.00 per sign to the POA Administrative Assistant.

The POA reserves the right to limit the number of "Estate Sale" events being held at any one time. There shall be no more than two "Estate Sales" being conducted within Stonebridge Village at any time.

XI. MISCELLANEOUS REQUIREMENTS

There shall be NO hunting within Stonebridge Village.

There shall be NO discharge of any type of firearms within Stonebridge Village.

All fireworks are strictly banned within Stonebridge Village

A. MAILBOXES

1. Residential mailboxes, and numbers shall be of uniform type and design and will be approved by the ACC; guidelines for acceptable mailboxes can be found in **Appendix D**, of the Architectural Control Committee Design Guidelines. Variations from these guidelines shall be submitted to the ACC for consideration.
2. Except for temporary seasonal decorations, no changes, additions, or enhancements in the color or design of the box and support are permitted.
3. It will be the property owner's responsibility to place and maintain the box, and support in a condition acceptable to the postmaster, the letter carrier, and the ACC. The property owner must contact the Reeds Spring Postmaster for proper placement of the box prior to, and include verification from the Postmaster as part of, the submission to the ACC.
4. Mailbox review and approval by the ACC may either be included in the initial home construction permitting or as a subsequent permit for Alteration and/or Addition to Existing Property. It is recommended the builder leave enough material on site; matching materials, to construct the mailbox.

B. TRASH AND RECYCLE CONTAINERS

All trash and recycle containers for one- and two-family dwellings shall be stored inside garages, basements, or fenced privacy areas adjacent to the home, which are approved by the ACC, except on the day of pick-up.

C. HOUSE NUMBERS

1. Each mailbox and house shall display the street address (numbers) using four (4) inch numbers and colors contrasting with the background. The numbers must be visible from the street for emergency responses. A street name or residence name may also be placed on the home or mailbox if it is less than one (1) foot square.
2. The correct house number will be assigned by the Emergency "911" office and will be available from the POA when a building permit is issued.

D. CLOTHESLINES

No outside clotheslines will be allowed.

E. EXTERNAL ANTENNAS

Only 22 inch or less diameter satellite dishes are allowed. Roof locations are encouraged. Satellite dishes are not allowed at ground level in the front or within five feet of the front of the house. Proposed location and screening must be submitted to the ACC for review prior to installation.

F. PROPANE TANKS

All propane tanks shall be buried or acceptably concealed from street, golf course, and neighbor's view. Placement and installation of propane tanks must adhere to current code requirements and be approved by the ACC prior to placement. Propane tanks shall not be smaller than 120 gallons with approved tank regulators. All propane tanks larger than 120 gallons must be buried. (This does not include 15-pound tanks used for BBQ grills, portable heaters, fire pits, etc.) All buried propane tanks must be installed as part of the initial construction process.

G. LEASH LAW

StoneBridge Village requires all house pets to be on a leash or in a cage except when on the owner's private property or when the house pet is in a designated off-leash area. Cats, dogs, or other house pets shall not be allowed to roam free.

H. Political Signs

Residents of Stonebridge Village may desire to express their support for candidates for public office or for measures appearing on the ballot. The POA will not prohibit political signs; however, the POA is implementing certain time, place, and manner restrictions consistent with Missouri law and the POA's stated sign restrictions.

The time, place and manner restrictions will include, but not be limited to:

1. Political signs must be in support of or in opposition to a political candidate or a particular measure appearing on the ballot. There will be a limit of one sign per candidate and/or ballot measure per lot.
2. The political signs must be placed on the property owner's own property. Political signs will not be placed on any common property nor any right of way. Political signs will not be placed on vacant lots without written permission from the owner of the vacant lot.
3. Political signs may be placed no earlier than 60 days prior to the election. Political signs must be removed no more than 7 days following the election.
4. Political signs must be standard size, no larger than 24"X18" (432 square inches). The political signs must be ground mounted with no attachments, lights or sound as part of the sign. Political signs may not be attached to residential dwellings in any fashion (deck rails, balconies, etc.), tress, shrubs or lawn ornaments.
5. No political candidate flags, banners or pennants will be permitted.

Political signs placed on common property or rights of way will be removed and destroyed.

Property owners placing political signs not meeting these requirements on their own property will be notified of the violation. Property owner's will be given 10 days to become compliant with these rules or will be subject to fines for violating the ACC Rules and Regulations.

XII. SOLAR ENERGY SYSTEMS

1. All homeowner requests for installation of a residential solar energy system must be reviewed and approved by the Stonebridge Village Architectural Control Committee (ACC) prior to any work related to the system being performed. The request must include all relevant information as to the installation of the solar energy system including, but not limited to location and directional orientation, materials, colors, and placement of any off-roof components of the system and any structural or landscaping modification necessary for the installation of the solar energy system. Also, the homeowner must provide copies of all required permits from the local jurisdiction and any certification required by the local electric utility. The homeowner is strongly advised to attend the ACC meeting when the request is to be considered. The homeowner should also have the contractor(s) present at this meeting.
2. The solar panels must not be visible from public roadways within the Village. The solar panels must not be visible from the golf course for properties abutting the golf course.
3. Only flat fixed solar panels may be installed on the roof. Ground mounted solar panels are not permitted. The solar panels will be installed on the roof with an orientation to south or within 45 degrees east or west of due south

4. Solar panels must be installed parallel to the surface of the roof and follow the roof angle. The solar panels should be mounted as closely to the roof as possible consistent with system. The highest point of the solar panels must be lower than the ridge line of the roof. All electrical connections and/or mechanical connections will be mounted out of view.
5. The color of the solar panels and all mounting and supporting framework will be consistent with color of the shingles on the roof. Solar panels and the associated hardware will not be white, chrome, or any pastel color. Installed solar panels must not cause reflected light to interfere with vehicular traffic within the Village or with play on the golf course.
6. All off-roof hardware and electrical connections must be installed out of sight as much as possible consistent with the solar panel system installation.
7. The homeowner will be responsible to maintain the solar panels and all associated hardware in good repair. The homeowner will be required to keep all painted surfaces in good repair. Also, the homeowner will be responsible for any hazardous or dangerous conditions arising from the installation of the solar panels.
8. The ACC is cognizant of the evolving and changing nature of solar energy systems. Any request for a solar energy system including questions not explicitly addressed in these rules and regulations will be considered on a case-by-case basis.

XIII. PENALTY FOR MISCELLANEOUS INFRACTIONS:

In addition to any enforcement procedures, including fines or penalties, contained elsewhere in these ACC Rules and Regulations or the Declaration of the Covenants and Restrictions of StoneBridge Village, the POA shall have the authority to levy fines of up to \$50.00 per day for each violation for failure to comply with the ACC Regulations and/or Design Guidelines. Any such fine levied by the POA, after written notice of not less than 10 days, shall be considered personally served when deposited in U.S. mail, will have an opportunity to be heard. Any such fines may, at the option of the ACC, date from the first date of the violation and each day shall be considered a separate violation.

Such expenses, and fines as may be imposed pursuant to these ACC Rules and Regulations or this section, shall be secured by a lien encumbering such lot or tract in the same manner as the lien provided for in Article X of the Declarations, Covenants and Restrictions of StoneBridge Village. All remedies described herein and all other rights and remedies available at law or in equity shall be available in the event of any breach by any Owner, member, occupant, or other person of any provision of this paragraph or these ACC Rules and Regulations and/or Design Guidelines.

For purposes of administering this section or these ACC Rules and Regulations and/or Design Guidelines, 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 POA General Manager and may be in conjunction with the ACC.

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<u>Appendix B: Footing Details</u>	<u>Sheets F1, F2, F3, F4, F5</u>
<u>Appendix C: Driveway Details:</u>	<u>Sheet DW-1</u>
<u>Appendix D: Mailbox Details:</u>	<u>Sheet M1</u>
<u>Appendix E: Solar Energy Statement</u>	<u>Sheet S1</u>
<u>Appendix F: Illustrations of Yards and Setbacks</u>	<u>Sheet Y1, Y2</u>
<u>Exhibit A: Checklist for Building Construction Application</u>	
<u>Exhibit B: Construction Application</u>	
<u>Exhibit C: Building Specification List</u>	
<u>Exhibit D: Plat Plan Requirements</u>	
<u>Exhibit E: Landscaping Plans and Permit</u>	
<u>Exhibit F: Proof of Liability Insurance</u>	
<u>Exhibit G: Building in Progress Plan Alteration Request Form</u>	
<u>Exhibit H: Driveway & Culvert Inspection Form</u>	
<u>Exhibit I: Permit Application for Alteration and/ or Addition to Existing Property</u>	
<u>Exhibit J: Final Exterior Inspection Request Form</u>	
<u>Exhibit K: Criteria for Nightly Rental Construction</u>	

Recording Requested By:

COOPER COMMUNITIES, INC.

When Recorded Mail To:

COOPER COMMUNITIES, INC.

1801 Forest Hills Blvd.

Bella Vista, AR 72714

Attn:

(Above Space For Recorder's Use)

PROJECT

DECLARATION OF COVENANTS AND RESTRICTIONS

for

STONEBRIDGE VILLAGE, MISSOURI

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**DECLARATION OF
COVENANTS AND RESTRICTIONS
STONEBRIDGE VILLAGE, MISSOURI**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Cooper Communities, Inc., a Delaware corporation, hereinafter called “Developer”, is the owner of certain lands lying in Stone and Taney Counties, Missouri, hereinafter described in Article II of this Declaration; and

WHEREAS, Developer, with the encouragement and assistance of the County Commission of Stone County, Missouri, in order to further the orderly economic development of the Stonebridge project area and increase the public benefit to be derived therefrom, desires to create upon said lands, together with any additions thereto as hereinafter provided, to the extent economically feasible a residential and commercial community with streets, recreational facilities, greenbelt areas and other common areas and other common facilities for the use and benefit of said community; and

WHEREAS, Developer desires to provide for the construction of the facilities aforesaid and also desires to provide for the preservation of the values and amenities in said community and for the maintenance of said facilities and, to this end, desires to subject the initial phase of such lands, together with such additional phases as may hereafter be added thereto in accordance herewith, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it necessary and desirable, for the efficient construction of the common facilities and the preservation of the values and amenities in said community, that an agency be created to which should be delegated and assigned certain construction, maintenance and administration rights, duties and obligations with respect to the common facilities, as well as administering and enforcing the covenants and restrictions herein and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has encouraged and participated in the formation of the STONEBRIDGE VILLAGE PROPERTY OWNERS ASSOCIATION, a non-profit corporation organized and existing under and by virtue of the laws of the State of Missouri, hereinafter called “Association”, with its principal office to be located within Stonebridge, Missouri, for the purpose of exercising the functions aforesaid, which said Association joins in the execution of this instrument for the purpose of indicating its agreement to perform the obligations placed upon it by this Declaration, as well as any Supplemental Declarations hereafter placed of record pursuant hereto and whether or not executed by it;

NOW, THEREFORE, the Developer declares that the real property described in Section 2.1 of Article II hereof, and any additions thereto as may hereafter be made pursuant to Section 2.2 of Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, servitudes, charges and liens (sometimes referred to as “covenants and restrictions”) hereinafter set forth, all of which shall run with this land and bind and inure to the benefit of all persons who may now or hereafter own or acquire any right, title or

estate or interest in or to any of said real estate, or who may now or hereafter occupy any portion thereof.

ARTICLE I

DEFINITIONS

In addition to other definitions herein provided and except where it is clearly evident from the context that a different meaning is intended, the following terms shall have the following meanings when used in this Declaration, and any Supplemental Declarations, and record plat of the lands covered hereby, and any other documents related to the Project:

1.1 **Assessment** shall mean and refer to such amounts as are required by the Association for payment of the Common Expenses and levied against the Owners by the Association in accordance herewith.

1.2 **Association** means STONEBRIDGE VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a Missouri non-profit corporation, its successors and assigns.

1.3 **Commercial Lot** shall mean and refer to any Lot so designated upon any recorded subdivision plat of the Project, or as may be so designated by this Declaration or any Supplemental Declaration intended for non-residential uses.

1.4 **Common Expense** shall mean and refer to all expenses incurred by the Association for the construction, maintenance, repair, replacement, operation, management and administration of the Project and the Common Property, together with any expenses which are the specific responsibility of an individual Owner which are paid by the Association and charged to the responsible Owner as a special levy for reimbursement.

1.5 **Common Property** means any property, real, personal or mixed, owned or leased by the Association, those areas reflected as such upon any recorded subdivision plat or the Project, and these areas so designated from time to time by the Developer, intended to be devoted to the common use and enjoyment of the Owners.

1.6 **CooperShare Interest** shall mean and refer to a period of ownership in a Living Unit in Stonebridge Village Condominiums. Or a Lot in Stonebridge Village so designated upon any recorded plat or as may be so designated by any Supplemental Declaration.

1.7 **Declaration** means this instrument as extended or supplemented from time to time in the manner herein provided.

1.8 **Developer** means COOPER COMMUNITIES, INC., a Delaware corporation, its successors and assigns.

1.9 **Household** shall mean and refer to those who dwell under the same roof and constitute a family.

1.10 **Limited Common Property** means those areas reflected as such upon any recorded subdivision plat of the Project and those areas so designated from time to time by the Developer, intended to be devoted to the common use and enjoyment of the owners of specifically designated property.

1.11 **Living Unit** shall mean and refer to any portion of a building situated upon the Project designed and intended for use and occupancy as a residence by a single family.

1.12 **Lot** shall mean and refer to the numbered lots or numbered and lettered lots in the numbered blocks designated as such on any recorded subdivision plat of the Project.

1.13 **Member** shall mean and refer to all those persons or entities who are members of the STONEBRIDGE VILLAGE PROPERTY OWNERS ASSOCIATION, INC. as hereinafter provided.

1.14 **Multi-Family Structure** shall mean and refer to any building containing two or more Living Units located on a single parcel of land.

1.15 **Occupant** shall mean and refer to any person or persons in possession of a Unit.

1.16 **Owner** shall mean and refer to the Developer and all persons, firms, corporations, partnerships, associations or other legal entities, who individually or in conjunction with others, own or are purchasing from the Developer the fee interest in a Lot, Living Unit or CooperShare Interest, or who have purchased or are purchasing a Certificate Membership from the Developer.

1.17 **A Parcel of Land** may refer to less than a lot, a single lot, more than a lot, several lots, or a plot of land described by a metes and bounds description.

1.18 **Private Streets** shall mean and refer to every way of access for vehicles which is not dedicated to the general public but is dedicated as either Common Property or Limited Common Property. The fact that a private street shall be known by the name of street, road, avenue, way, lane, place or other name shall in nowise cause the particular street to be public in nature despite the fact that streets under general definitions are not private in nature.

1.19 **Project** means all existing properties and additions thereto as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

1.20 **Public Streets** shall mean and refer to all ways of access for vehicles which are dedicated to the general public.

1.21 **Reserved Properties** shall mean and refer to those areas of land designated as such on any recorded subdivision plat of the Project.

1.22 **Residential Lot** shall mean and refer to any Lot, so designated upon any recorded subdivision plat of the Project, or as may be so designated by this Declaration or any Supplemental Declaration.

1.23 **Single Family Attached** shall mean and refer to any building containing two or more Living Units attached but each Living Unit located on a separate parcel of land

1.24 **Single Family Detached** shall mean and refer to any building intended for use by a single family and not attached to any other building.

1.25 **Special Levy** shall mean and refer to any expense or charge of the Association for which a specific Owner or Owners are liable.

1.26 **Utility Easements** shall mean and refer to those areas of land designated for such purposes on any recorded subdivision plat of the Project or as may be provided for, in or by this Declaration or any Supplemental Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

2.1 **Existing Property.** The existing real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located and situated in Stone and Taney Counties, State of Missouri, to-wit:

Block 1, Lots 1-33, Ledgestone Subdivision, Stonebridge Village, Missouri, per plat recorded in the Office of the Circuit Clerk and Recorder of Deeds, Stone County, Missouri; and

Block 1, Lots 1-29, Stoneycreek Subdivision, Stonebridge Village, Missouri, per plat recorded in the Office of the Circuit Clerk and Recorder of Deeds, Stone County, Missouri; and

Block 1, Lots 1-28, Silveroak Subdivision, Stonebridge Village, Missouri, per plat recorded in the Office of the Circuit Clerk and Recorder of Deeds, Stone County, Missouri; and

Block 1, Lots 1-37, Silverwood Subdivision, Stonebridge Village, Missouri, per plat recorded in the Office of the Circuit Clerk and Recorder of Deeds, Stone County, Missouri; and

Block 1, Lots 1-23, Silvercrest Subdivision, Stonebridge Village, Missouri, per plat recorded in the Office of the Circuit Clerk and Recorder of Deeds, Taney County, Missouri.

2.2 **Additions to Existing Property.** Additional lands situated in Stone and Taney Counties, Missouri that are generally contiguous with the existing Stonebridge Village development may become subject to this Declaration in the following manner:

(a) The Developer, its successors and assigns and/or the Association, shall have the right, but not the obligation, to bring additional properties within the plan of this Declaration in future stages of development.—Such proposed additions, if made, shall become

subject to Assessments as hereinafter provided. Under no circumstances shall this Declaration or any Supplemental Declaration obligate the Developer, its successors and assigns, or other owner of the proposed additions, to make the proposed additions or in anywise preclude the Developer, its successors and assigns, or other owner of the proposed additions, from conveying additional lands owned or acquired by it but not having been made subject to this Declaration, free and clear of this Declaration or any Supplemental Declaration.

(b) The additions authorized hereunder shall be made by submitting to the Association a proposed plat and legal description of the property, the number of units, common elements and limited common elements, the application for permit(s) filed with Stone and/or Taney Counties (if applicable) and a proposed Supplemental Declaration with respect to the additional property. Upon approval by the Association Board of Directors the property shall be subject to the plan of this Declaration, and the Owners, in such additions shall immediately be entitled to all privileges herein provided.

(c) Such Supplemental Declarations, if any, may contain such complementary additions and modifications of the covenants necessary to reflect the different character, if any, of the added properties as are not inconsistent with the plan to this Declaration. In no event, however, shall such Supplemental Declarations revoke, modify or add to the covenants, conditions and restrictions established by this Declaration or any Supplemental Declaration with respect to the then Existing Property.

2.3 Limitation on Additions. The Developer, its successors and assigns, and the Association shall have the right to subject additional lands to this Declaration. The Developer, its successors and assigns, may exercise such right within fifteen (15) years of the effective date of the Amendment of this Section. Thereafter, such right will cease. Any lands proposed to be added shall be identified in writing to the Association requesting such additional lands—be included in accordance with 2.2(b).

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. The following classes of membership in the Association are hereby established subject to the limitations herein set forth:

3.1.1 General Membership. Every person or entity, other than the Developer, Certificate Member or CooperShare Member, who is the record owner of a fee interest in, or who is purchasing from the Developer a fee or undivided fee interest in a Lot or Living Unit which is subject to Assessment by the Association, even though such Assessment has not yet commenced, shall be a General Member of the Association. General Members shall be entitled to the privileges of membership for each such Lot or Living Unit they own.

3.1.2 Certificate Membership. In order to provide operating revenue to the Association and enhance utilization of the recreational facilities during the early development of the Project, the Developer shall have 1,000 Certificates of Membership in the Association. Such

Certificate Memberships may be sold by the Developer and shall not require the ownership of a Lot or Living Unit. Any person who owns or is purchasing from the Developer an interest in such Certificate Memberships shall be entitled to the privileges of membership in the Association except as hereinafter provided. At the expiration of fifteen (15) years from the date of recording of the Declaration or upon the completion of five thousand five hundred (5,500) Living Units, whichever is later, the Members other than Certificate Members shall, at the next annual meeting of the Membership, vote on the issue of continuing the Certificate Memberships. If a majority of the total votes cast favor continuing said Certificate Memberships, said Certificate Memberships shall continue for a period of five (5) years thereafter until, if ever, a majority of the voters elect to terminate said Certificate Memberships. Upon such termination, the Association shall be required to promptly purchase any such Certificate Memberships which have been sold by the Developer from the then Owners at a price equal to (10%) of the original purchase price of said Certificate Membership from the Developer. Except as to the Developer, Certificate Memberships may be owned only by natural persons and are not transferable other than between spouses and shall terminate in the event of the death of both spouses. Such Certificate Memberships may also be terminated by the Developer for failure of the purchasing Owner to pay in full the purchase price therefor from the Developer or any other breach of such contract of purchase in accordance with the terms of such contract of purchase or by the mutual cancellation of such contract of purchase by the parties thereto, and by the Association for the failure to pay any assessments or other amounts owed by the Owners therefor to the Association or for any other breach by such Owner of this Declaration which failure to pay or breach shall not be cured within six (6) months after notice to such Owner by the Association. Notwithstanding anything hereinabove to the contrary, upon the termination of a Certificate Membership, for any reason whatsoever other than the vote of the Association Membership as hereinabove provided, the Developer shall have the right, but not the obligation, to create and sell an additional Certificate Membership in the place thereof, without payment of any kind by the Developer therefor, so long as the total of the outstanding Certificate Memberships does not exceed 1,000 and so long as such Certificate Memberships have not been terminated by vote of the Association Membership.

3.1.3 CooperShare Membership. Every person or entity, other than the Developer, who is the record owner of a fee or undivided fee interest in or who is purchasing from the Developer a fee or undivided fee interest in a CooperShare Interest, which CooperShare Interest, is subject to assessment by the Association even though such assessment has not yet commenced, shall be a CooperShare Member. CooperShare Members shall be entitled to all privileges of membership as set out herein for each separate CooperShare Interest.

3.1.4 Developer Membership. The Developer, its successors and assigns, shall be a Member of the Association so long as it shall be the record owner of a fee or undivided fee interest in any Lot, Living Unit, Certificate Membership or CooperShare Interest which is subject to this Declaration, even though Annual Assessments may have not yet commenced pursuant to Article X, Section 10.1, and shall further be a Member until it is paid in full for each such Lot, Living Unit, Certificate Membership or CooperShare Interest it shall sell. The Developer, its successors and assigns, shall be entitled to the privileges of a Member for each such Lot, Living Unit, Certificate Membership or CooperShare Interest and shall be further entitled to the issuance of Membership guest cards during such membership to the extent it may deem necessary in its sole discretion to assist in the development and sale of such interests.

Notwithstanding anything hereinabove to the contrary, these provisions for membership are not extended to any person or entity other than the Developer who holds such interest merely as security for the performance of an obligation.

3.2 Voting Rights. All those persons or entities as defined in Section 3.1 of Article III of this Declaration, who hold the interest required for General or Certificate Membership as set forth in Section 3.1 of Article III and have paid the Developer in full for the purchase price of the Lot, Living Unit or Certificate Membership shall jointly be entitled to one (1) vote for such Lot, Living Unit or Certificate Membership. When more than one person and/or entity holds such interest in a single Lot, Living Unit or Certificate Membership, the vote for such Lot, Living Unit or Certificate Membership shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any single Lot, Living Unit or Certificate Membership.

All those persons or entities as defined in Section 3.1 of this Article III who hold the interest required for CooperShare Membership and have paid the Developer in full for the purchase price of the CooperShare Interest shall jointly be entitled to that portion of one (1) vote as their CooperShare Interest bears to fifty (50) weeks. When more than one person or entity holds such interest in a single CooperShare Interest, the pro-rated portion of the single vote shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to a single CooperShare Interest. CooperShare Members may agree to combine their fractional votes and authorize their representative to vote their interests.

The Developer shall be entitled to ten (10) votes for each Lot, Living Unit or Certificate Membership in which it holds the interest required for Membership by Section 3.1 of this Article III until such time as it shall cease to be a record owner thereof and shall have been paid in full therefor. With regard to CooperShare Interests, the Developer shall be entitled to that portion of one (1) vote as its CooperShare Interests bear to fifty (50) weeks for each CooperShare Interest it owns until such time as it shall cease to be a record owner thereof and shall have been paid in full therefor. The Developer shall continue to have the right to cast votes as aforesaid even though it may have contracted to sell the Lot, Living Unit, Certificate Membership or CooperShare or may have same under a mortgage or deed of trust.

The weighted vote in favor of the Developer shall cease to exist on the twelfth anniversary of the date of recordation of this Declaration and such vote shall thereafter be equal to the vote of General Members.

Notwithstanding anything hereinabove to the contrary, with respect to CooperShare Interest, the Developer shall participate in the vote in the same proportion as any other owner of a CooperShare Interest.

For purposes of determining the votes allowed herein when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

ARTICLE IV

RESERVATION OF EASEMENTS

4.1 **Utility and Drainage Easements.** Developer, for itself and its successors and assigns, hereby reserves and is given a perpetual, alienable and releasable blanket easement, privilege, privilege and right, but not the obligation, on, in, over and under the lands as hereinafter designated of the Project to install, maintain and use electric, antenna, television and telephone transmission and distribution systems, poles, wires, cables and conduits, water mains, water lines, drainage lines and drainage ditches, or drainage structures, sewers and other suitable equipment and structures for drainage and sewerage collection and disposal purposes, for the installation, maintenance, transmission and use of electricity, cable television systems, telephone, gas, lighting, heating, water, drainage, sewerage and other conveniences or utilities on, in, over and under all of the Common Property, Limited Common Property and on, in, over and under all of the easements, including, but not limited to, private and public streets, in place or shown on any subdivision plat of the Project, whether such easements are for drainage, utilities or other purposes, and on, in, over and under a 7½ foot strip along the interior of all lot lines of each Lot in the Project, said 7½ foot strip aforesaid to be parallel to the interior lot lines of the respective Lots. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements, and rights referred to herein with the understanding, however, that the Developer may make such utility easements available to the Association or any other public or private utility companies for the purpose of installation of water lines and other water installations and sewer lines and other sewer installations and, in addition, may also make such utility easements available to the Association or any other public or private utility companies for any other utilities which the Developer and Association shall agree upon and for which the Developer may obtain additional easements in order that utilities other than sewer and water may be installed. Such utility easements shall be made available to the Association or any other public or private utility companies without cost to it. The Association and Owners other than the Developer shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on any plat of the Project, not made available to the Association or any other public or private utility companies are and shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns. Within these aforesaid easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels within the easements, or which may obstruct or retard the flow of water through drainage channels within the easements.

4.2 **Easements for Streets.** Developer, for itself and its successors and assigns, hereby reserves a perpetual, alienable and releasable blanket easement, privilege and right, but not the obligation, in, upon, over and across the Common Properties and Limited Common Properties for purposes of constructing and maintaining such roads, streets or highways as it shall determine to be necessary or desirable in its sole discretion, including such cuts, grading, leveling, filling, draining, paving, bridges, culverts, ramps and any and all other actions or installations which it deems necessary or desirable for such roads, streets or highways to be sufficient for all purposes of transportation and travel. The width and location of the right of

way for such roads, streets or highways shall be within the sole discretion of Developer, its successors and assigns, provided, however, that the Developer, its successors and assigns, will use their best efforts consistent with their purposes to lessen any damage or inconvenience to improvements which have theretofore been located upon the property. Developer, its successors and assigns, further reserves the unrestricted and sole right and power of designating such roads, streets or highways as public or private and of alienating and releasing the privileges, easements and rights reserved herein.

4.3 **Others.** All other easements and reservations as reflected on or in the notes of the recorded subdivision plats of lands within the Project or hereafter granted of record by the Association, in its sole discretion, as to the Common Property, shall be binding upon each Owner and his Lot or Living Unit to the same extent as if set forth herein. The Developer will make such easements available to Stone and/or Taney Counties, Missouri, for the purpose of construction, operation and maintenance of any roads and streets dedicated to the public without any charge by the Developer therefor.

ARTICLE V

RESERVED PROPERTIES

5.1 **Reserved Properties.** Any area upon a recorded plat under this Declaration or any Supplemental Declaration, if any, designated as “Reserved Properties” shall remain the sole and exclusive property of the Developer, its successors and assigns, and neither this Declaration or any Supplemental Declaration or the plats in connection with same shall in anywise apply to such “Reserved Properties” unless, at a later time, same shall be included thereunder as provided in Article II hereof.

5.2 **Utilities Reserved.** It is contemplated that utilities for the Project shall be furnished by companies so engaged in the vicinity of the Project. The Developer has and retains the exclusive right to negotiate contracts and agreements with such companies, under such conditions and or such considerations as it shall deem proper under the circumstances. The utilities referred to shall include, but not be limited to, water treatment and distribution systems, waste water collection and treatment systems, natural, liquefied or manufactured gas systems, electrical systems, sanitation service, telephone systems, and television transmission and distribution facilities.

In the event the Developer cannot negotiate contracts and agreements with local companies to furnish the utility services aforesaid, it may, but shall not be obligated, to organize a company or companies to furnish such utility services and shall have the right to enter into agreements therewith to furnish utility services, even though such companies or organizations shall be wholly or partially owned by the Developer. Nothing herein contained shall be construed or interpreted as an obligation on the part of the Developer to provide the utilities reserved.

The Developer shall have the right, but not the obligation, to delegate to the Association the right to enter into contracts with utility companies to furnish certain or all of the utility services aforesaid. In the event of such delegation, the Association shall have the right to so

contract and to expend funds of the Association therefor as a Common Expense in order to secure necessary or desirable utility services whether named hereinabove or not.

ARTICLE VI

PLAN FOR CONSTRUCTION AND MAINTENANCE OF COMMON PROPERTIES

6.1 **Private Streets.** It is contemplated that the streets which are not dedicated to the general public will be private streets and a part of the Common Properties. Upon completion of construction, the cost of maintenance, capital improvements, operation, taxes and other expenses incident to the streets, regardless of whether dedicated to the public or as Common Properties, shall be paid from assessments as herein provided.

6.2 **Recreational Facilities.** It is contemplated that the Developer shall construct as Common Properties certain initial recreational facilities consisting of one 18-hole championship golf course, one activities center with pro-shop, grill and swimming and tennis facilities. The Developer shall have the right, but not the obligation, to construct such other recreational facilities as Common Properties in later phases of development as it shall, in its sole discretion, decide. The cost of maintenance, capital improvements, operation, taxes and other expenses incident to these Common Properties shall be the obligation of the Association and shall be paid from Assessments as herein provided and also from any fees for the use of the Common Properties. The Developer shall be the sole judge as to the time when such recreational facilities shall be constructed and if the Developer shall decide that it is not economically feasible to construct any or a portion of such facilities due to the failure to sell sufficient Lots, Living Units, CooperShare Interests and Certificate Memberships, it shall not be obligated to construct same.

ARTICLE VII

PLAN FOR CONSTRUCTION AND MAINTENANCE OF LIMITED COMMON PROPERTIES

7.1 **Construction and Maintenance.** The Developer shall construct as Limited Common Properties such streets, recreational facilities and other facilities as it shall, in its sole discretion, decide. The cost of maintenance, capital improvements, operation, taxes and other expenses incident to those Limited Common Properties shall be the obligation of the Association and shall be paid from a special levy against each of the Owners of the Lots or Living Units entitled to the use and enjoyment of the particular Limited Common Properties.

7.2 **Creation of Lien.** The special levy shall be assessed against the Lot or Living Unit entitled to the benefit of the particular Limited Common Properties in the discretion of the Board of Directors of the Association and it shall be added to and become a part of the Annual Assessment to which such Lot or Living Unit is subject and same shall constitute a lien against such property as provided for maintenance assessments in Section 10.1 of Article X.

ARTICLE VIII

PROPERTY RIGHTS IN COMMON PROPERTIES

8.1 **Association Powers and Duties.** The operating entity for the Common Properties within the Project shall be the Association. The Association shall have all powers and duties set forth therefor in this Declaration, its Articles of Incorporation and By-Laws, applicable laws, statutes, ordinances and governmental rules and regulations, and all other lawful powers and duties deemed by its Board of Directors as advisable or necessary to carry out its functions. Every Owner, however his interest is acquired, shall be bound by this Declaration, the Association Articles of Incorporation, By-Laws and Rules and Regulations, and the above set forth laws, statutes, ordinances and governmental rules and regulations.

8.2 **Interest of the Association.** All property acquired by the Association, whether real, personal or mixed, whether owned or leased, shall be held, utilized and disposed of by the Association as Common Property for the use and benefit of the Owners within the Project. Except as otherwise specifically provided in this Declaration, any expense of the Association for acquisition, ownership, leasing, administration, maintenance, operation, repair or replacement of the Common Properties shall be treated as and paid for as part of the Common Expense of the Association.

8.3 **Title to Common Properties.** It is contemplated that the Developer shall, within a reasonable time after the completion of construction of any improvements which the Developer intends to be a part of the Common Property, cause such land to be conveyed to the Association, free from any encumbrances or liens. The Developer shall be the sole judge as to the time when the aforesaid improvements, if any, shall be constructed or provided and as to when, if ever, such lands will be so conveyed. The Developer shall have the right, but not the obligation, to provide additional lands and improvements to the Association as Common Properties and to cause same to be conveyed or transferred to the Association as and when it shall, in its sole discretion, decide. The Association may acquire additional lands and improvements as Common Properties at its own instance, from the Developer or otherwise.

Nothing herein shall preclude the Developer from constructing homesites or improvements and retaining ownership and control of their operation as a commercial venture or otherwise.

8.4 **Members' Easement of Enjoyment.** Every Member of the Association, so long as such Membership shall continue, shall have a right and easement of enjoyment in and to the Common Properties. Such easements of enjoyment shall, however, be subject to the provisions and limitations thereon as set forth in this Declaration or any Supplemental Declaration including, but not limited to, the following:

(a) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of constructing, maintaining and improving the Common Properties and in aid thereof to mortgage said property or use any leasehold interest therein as security therefor, provided the rights of such mortgagee in said properties shall be

subordinate to the rights of the Owners hereunder until there shall be a default under said mortgage; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure; and

(c) the right of the Association to suspend the enjoyment rights of any Member other than the Developer as provided in this Declaration; and

(d) the right of the Association to charge Members and their guests reasonable admission and other fees for the use, service and enjoyment of any recreational facility or other improvement situated upon the Common Properties. Such user fees need not be uniform among the various classes of members and their guests but may be established by the Association's Board of Directors in its absolute discretion and may be changed without notice; and

(e) the right of the Association, subject to sub-paragraph (h) hereof, to open any of the Common Properties including, but not limited to, the golf course and other recreational facilities to other than Members and their guests or the public at large and charge admission fees, green fees or any other fees for the use, service and enjoyment of any of the recreational facilities; and

(f) except as to the Developer, Membership in the Association shall entitle only one Household to the benefit of the easement of enjoyment as to the Common Properties, provided, however, the Association may enlarge the limitation aforesaid for a time by a majority vote of its Board of Directors and, further provided, this limitation shall not apply to Private Streets; and

(g) when more than one Household holds Membership in a single Lot or Living Unit, the Household entitled to the easement of enjoyment shall be designated in accordance with and subject to the provisions and restrictions set forth therefor in the By-Laws of the Association; and

(h) the right of the Developer, so long as any Lot, Living Unit or Certificate Membership is being held by the Developer for sale in the ordinary course of business, to use such portions of the Common Properties as the Developer shall determine, in its sole discretion, for the purpose of aiding in such sales, including the right to freely determine its sales tour route through the Project even though traffic is increased in a specific area thereby and to use portions of the Common Properties for parking for prospective purchasers and such other parties as the Developer determines. Such right to use of Common Properties shall extend to Developer's commercial efforts and enterprises so long as the value and availability of the Common Property to the Membership is not unreasonably diminished. Notwithstanding any provisions of this Declaration to the contrary, the Developer shall further have the right to use any Living Unit owned by it for Model Home purposes in the furtherance of its sales program. The foregoing rights shall include the right to display and erect signs, billboards and placards and to store, keep and exhibit same and to exhibit and distribute audio and visual promotional materials upon the Common Properties or in Model Homes; and

(i) the right of Members to the exclusive use of parking spaces as provided in Section 8.6 of Article VIII hereof; and

(j) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument is signed by Members entitled to cast a majority of all votes, agreeing to such dedication or transfer and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance thereof.

8.5 Guests and Delegation of Easement of Enjoyment. The Association shall, upon the request of an Owner, issue temporary guest cards for the use of the Common Properties of the Association by guests and invitees of such Owners, provided, however, such temporary guest cards shall be limited to periods not in excess of thirty (30) days and, except as to Developer guests, shall be subject to such other reasonable limitations and rules and regulations as provided therefor by the Association. Notwithstanding anything herein to the contrary, the easement of enjoyment of an Owner of a Living Unit or commercial building may be transferred to a tenant or lessee who shall occupy the unit or structure of such Owner under a written lease agreement for a term of not less than six (6) months, provided: (1) that a copy of such lease agreement is provided to the Association, (2) the Owner shall remain jointly and severally liable with the lessee for any breach of the duties and responsibilities of an Owner under this Declaration, (3) during the period of such lease delegation, the lessee shall have such easement of enjoyment in lieu of the Owner, and (4) such delegation shall be otherwise subject to such reasonable rules and regulations as the Board of Directors of the Association sit all from time to time determine.

8.6 Parking Rights. Subject to reasonable rules and conditions, the Association shall designate at least one parking space on any adjacent Limited Common Property designated for parking purposes for each Living Unit. The designation of Limited Common Property for such use shall be within the exclusive discretion of the Developer. Such parking space shall be for the exclusive use of Members residing in that Living Unit, their families and guests. The use of such space by any other Member or person may be prohibited and/or enjoined by the Association or the Members entitled thereto. The right of the exclusive use of such parking space and to its maintenance and designation by the Association shall be appurtenant to and shall pass with title to each such Living Unit.

8.7 Access to Streets. With the exception of the private areas further discussed herein, each Owner shall have a right of ingress and egress and passage over all streets for himself, members of his Household and guests and invitees, subject to such limitations as the Association may impose from time to time on the Members, their guests and invitees. No such limitations may be imposed, however, upon the Developer in furtherance of its sales efforts.

Access to the streets in certain designated areas shall be Limited Common Property and not open to the general membership of the Association. Such limited access streets shall be, subject to such restrictions as the Association may from time to time impose on the Membership to insure the privacy of these areas. Any such restrictions shall facilitate maintenance by the Association and access for governmental and quasi-governmental purposes, including school

buses, mail, emergency and law enforcement vehicles. Maintenance of any such limited access streets shall not be paid for from Annual Assessment Revenues, but the Association may perform such maintenance and assess the Lot or Living Unit benefitted a special levy which shall be added to and become a part of the Annual Assessment to which the Lot or Living Unit is subject.

ARTICLE IX

PROPERTY RIGHTS IN LIMITED COMMON PROPERTIES

9.1 **Owners' Easement of Enjoyment.** Lands designated as Limited Common Property from time to time by the Developer shall be devoted to the common use and enjoyment of the Owners of specifically designated Lots and Living Units to the exclusion of the common use and enjoyment of other Owners. The Owners of the specifically designated Lots or Living Units, subject to Section 8.6 of Article VIII hereof, shall have a right and easement of enjoyment in and to the particular Limited Common Properties and such easement shall be appurtenant to and shall pass with every such specifically designated Lot or Living Unit.

9.2 **Title to Limited Common Properties.** It is contemplated that the Developer shall, within a reasonable time after completion of the construction of any improvements upon the properties designated as Limited Common Property on the recorded plats, cause such land to be conveyed to the Association free from any encumbrances or liens. The Developer shall have the right, but not the obligation, to provide additional lands and improvements to the Association as Limited Common Properties and to cause same to be conveyed or transferred to the Association as and when it shall in its sole discretion decide.

9.3 **Association Powers and Duties.** The operating entity for the Limited Common Properties within the Project shall be the Association. The Association shall have all powers and duties set forth therefor in this Declaration, its Articles of Incorporation and By-Laws, applicable laws, statutes, ordinances and governmental rules and regulations, and all other lawful powers and duties deemed by its Board of Directors as advisable or necessary to carry out its functions.

ARTICLE X

COVENANT FOR MAINTENANCE ASSESSMENTS

10.1 **Creation of Lien.** The Developer, subject to the provisions hereinafter set forth, for each Lot, Living Unit and Certificate Membership. owned by it within the Project, hereby covenants and each Owner of a Lot, Living Unit, or Certificate Membership or CooperShare Interest, other than the Developer, by acceptance of a deed or certificate therefor or by entering into a contract of purchase with the Developer therefor, whether or not it shall be so expressed in any such deed, certificate, contract of purchase or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual Assessments, and (2) Special Assessments, such Assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with such interest thereon and costs of collection thereof, including a reasonable attorney's fee, as hereinafter provided, shall be a continuing charge and lien upon the Lot, Living Unit, Certificate Membership and CooperShare Interest against which each such Assessment is made. Each such Assessment, together with such interest,

costs and reasonable attorney's fees, shall also be the personal obligation of the Owners of such property at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by them.

10.2 Purpose of Annual Assessments. The Annual Assessments levied hereunder by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners and in particular for the construction, lease improvement and maintenance of properties, services and facilities devoted to purpose and related to the use and enjoyment of the Common Properties and the improvements situated thereupon, including, but not limited to, taxes and insurance on the Common Properties, maintenance, repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. The limitation aforesaid shall not preclude the use of Assessments levied hereunder for maintenance of streets within the Project, even though same may have been dedicated to the public.

10.3 Basis and Maximum Annual Assessments. Until January 1st of the year immediately following the date of this Declaration, the maximum Annual Assessment shall be Four Hundred Eighty Dollars (\$480.00) per Lot, Living Unit or Certificate Membership and One Thousand Nine Hundred Twenty Dollars (\$1,920.00) per Living Unit or Lot committed to CooperShare Interest. The Annual Assessment due from each CooperShare Interest shall be a proportionate share of this Annual Assessment of the Living Unit or Lot committed to CooperShare Interest based on a fifty (50) week year. As to Commercial Lots, there shall be one such Annual Assessment for each business establishment located thereon which may be determined by the existence of separate water meters therefor or any other reasonable basis within the discretion of the Board of Directors of the Association. From and after January 1 of the year immediately following the date of this Declaration, the Annual Assessment aforesaid may be increased each year above the Annual Assessment for the previous year by majority vote of the Board of Directors of the Association and without a vote of the Membership, provided, however, that such increase shall not in any one year exceed the greater of five percent (5%) or the increase in the Consumer Price Index for the twelve (12) month period ending June 30 of the preceding year using the "All Urban Consumer, U.S. City Average" for "General Summary, All Items" as promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor or, if such is not available, any other reliable governmental or other non-partisan publication evaluating similar information. Unless the Annual Assessments shall be increased as aforesaid, they shall remain at the rate prevailing for the previous year. From and after January 1 of the year immediately following the date of this Declaration, the Annual Assessment may be changed prospectively from the amounts hereinabove set forth in any year, without limitation on the amount of such change, by a majority vote of Members voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors of the Association may at any time after consideration of current income and expense and the future income requirements of the Association, within its discretion, fix the Annual Assessment at an amount less than the amounts aforesaid.

10.4 Special Assessments. In addition to the Annual Assessments, the Association may levy in any assessment year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the streets within the Project, even though such streets may

have been dedicated to the public, and also any desired repair, replacement or improvement of facilities of the Association and/or the construction, of any capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of Members voting in person or by proxy at a meeting duly called for this purpose.

10.5 Notice and Quorum for Any Action of Members Authorized Under 10.3 and 10.4. Written notice of any meeting of the Membership called for the purpose of taking any action authorized under Sections 10.3 or 10.4 of Article X hereof shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast a majority of all votes shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called, subject to the same notice requirement, and the required quorum at any such subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting.

10.6 Date of Commencement of Assessments and Application Thereof to Lots, Living Units, Certificate Memberships and CooperShare Interest. Annual Assessments shall commence and become due and payable as to each Lot, Living Unit, Certificate Membership and CooperShare Interest on the date this Declaration (with respect to the existing property) or any Supplemental Declaration (with respect to additional property) is filed of record, provided, however, no Assessments shall be applicable to or payable with respect to any Lot, Living Unit, Certificate Membership or CooperShare Interest until the first day of the second month following the execution of a contract of sale by the Developer with respect to such Lot, Living Unit, Certificate Membership or CooperShare Interest and, further provided, no Assessment shall commence where such contract of purchase is terminated by reason of a failure of down payment or rescission thereof pursuant to any right granted by any public and/or governmental authority or agency. Each initial Annual Assessment shall be prorated according to the number of months remaining in that calendar year. Written notice of Assessments shall not be required. The due date of any Special Assessment shall be fixed in the resolution authorizing such Assessment and may also be payable monthly within the discretion of the Board of Directors. The Association shall, upon demand and for which a reasonable charge may be imposed, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot, Living Unit, Certificate Membership or CooperShare Interest have been paid, which certificate shall be conclusive evidence of payment of any Assessments therein stated to have been paid.

10.7 Non-Payment of Assessments. If any Assessments are not paid on the date when due, then such Assessments shall become delinquent and the Association shall have the right to declare the Assessments for the entire year due and payable, together with such interest thereon and costs of collection thereof as hereinafter provided. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property and both actions shall be cumulative and neither shall preclude the other. No Owner may waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment.

If Assessments have become delinquent, such Assessments shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Owner to pay such Assessments shall remain his personal obligation and shall not pass to successors in title unless expressly assumed by them. Such delinquent Assessments shall bear interest from the date of delinquency at any lawful rate as determined from time to time by the Board of Directors of the Association or, if not so determined, the rate of 10% per annum. In the event a judgment is obtained, such judgment shall include interest on the Assessments as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

10.8 Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust now or hereafter placed upon the properties subject to Assessment. While an ordinary sale or transfer shall not affect the Assessment lien, any sale or transfer of a Lot or Living Unit secured by a first mortgage or deed of trust pursuant to a decree of foreclosure or deed in lieu of foreclosure shall extinguish the lien of such Assessments which became due prior to such sale or transfer. No such sale or transfer shall relieve such property from liability for any Assessments thereafter becoming due or from the subsequent lien thereof except future such foreclosure transfers or transfers in lieu of foreclosure.

10.9 Exempt Property. The following property subject to the Declaration shall be exempt from the Assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Properties; (c) the Limited Common Properties; (d) utilities; (e) utility easements and all other easements; (f) any Reserved Properties; and (g) any Lot, Living Unit, Certificate Membership or CooperShare Interest owned or held by the Developer prior to the initial sale or contract to sell by the Developer any such interest sold or contracted to be sold by the Developer which does not remain sold by reason of failure of down payment or rescission pursuant to any right granted or created by any public and/or governmental agency or authority.

10.10 Delegation of Collection of Assessment. The Association may delegate the collection of the Assessments herein provided to the Developer, its successors and assigns to be accomplished at the expense of the Association. Due to the common interest of the Developer and the Association, the failure on the part of an Owner to pay an Assessment as herein provided shall be a reason or ground for which the Developer may cancel a contract of sale as to a Lot, Living Unit, Certificate Membership or CooperShare Interest.

ARTICLE XI

ARCHITECTURAL CONTROL COMMITTEE

Except as to construction by the Developer, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition, change or alteration be made thereto, until and unless the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design, location in relation to surrounding structures and topography and compliance with this Declaration, the Protective covenants

contained herein and any Rules and Regulations adopted by the Architectural Control Committee of the Association. The Committee shall make such determinations by majority vote and the determination of the individual committee members shall be in the exercise of the sole and absolute discretion of such members. Such Committee shall be composed of three (3) or more representatives appointed by the Board of Directors of the Association. In the event said Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been properly submitted to it in accordance with reasonable rules and regulations which may be adopted thereby, approval will not be required and this provision will be deemed to have been fully complied with, except to the extent such construction is in violation of the Protective Covenants. The Architectural Control Committee shall have the right to set reasonable charges and fees within their discretion necessary to offset expenses incurred by them in connection with the performance of their duties hereunder and the failure to pay same shall be grounds for withholding approval hereunder. The Architectural Control Committee, through its members or duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or Living Unit at reasonable hours for the purpose of the performance of its functions hereunder.

The Architectural Control Committee may from time to time adopt Rules and Regulations regarding form and control of plans and specifications to be submitted for approval; establish precedents relative to architectural control and protection of the aesthetic or property values in the community; insure that the general plan of development will be followed; develop procedures to assure the timely completion of initial construction and to apprise owners of the advantages of builder's risk and workers compensation insurance and effects of materialmen's and mechanic's liens; establish time limitations for completion of construction; and otherwise preserve, protect and enhance all of the properties subject to this Declaration.

ARTICLE XII

EXTERIOR MAINTENANCE

12.1 Failure to Maintain by Owner. In the event the Owner of any Lot or Living Unit shall fail to properly provide for exterior maintenance thereof the Association may, but shall not be obligated to, provide such exterior maintenance as follows: cut, trim, care for and maintain trees, shrubs and grass, or repair, replace and care for walks, roofs, gutters, downspouts, exterior building surfaces, windows, fascia, doors, decks and other exterior improvements, including repainting or staining as needed.

12.2 Assessment of Cost. The cost of such exterior maintenance shall be assessed by the Association against the Lot or Living Unit upon which such maintenance is done and shall be added to and become a part of the Annual Assessment to which such Lot or Living Unit is subject as a special levy and, as a part of such Annual Assessment, it shall be a lien upon said Lot or Living Unit until paid, subject, however, to any prior lien by reason of a first mortgage or first deed of trust, and shall become due and payable in all respects as provided herein for Assessments.

12.3 Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or

employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior or any Living Unit at reasonable hours on any day except Sunday.

ARTICLE XIII

OWNER LIABILITY

Any violations of this Declaration, any Supplemental Declaration, the Association Articles of Incorporation, By-Laws and Rules and Regulations, or any laws, statutes, ordinances, or governmental authority rules and regulations by a family member, guest, lessee, licensee or invitee of any Owner other than the Developer shall be the responsibility of that Owner and all enforcement rights or penalties therefor shall be applicable to said Owner, except as specifically provided to the contrary in such documents or laws, statutes, ordinances, or governmental authority rules and regulations.

In the event an Owner violates or threatens to violate any of the provisions hereof, the Association shall have the right to proceed in any appropriate Court for an injunction to seek compliance. In lieu thereof, or in addition thereto, the Association shall have the right to assess a special levy, enforceable in the same manner as Assessments, against the Owner and his Lot, Living Unit or Certificate Membership for such sums as are necessary to enjoin any violation or to remove any unauthorized addition, or alteration and to restore the affected property to good condition and repair.

ARTICLE XIV

SUSPENSION OF VOTING RIGHTS AND EASEMENT OF ENJOYMENT

14.1 Regular Suspension. Should an Owner other than the Developer become delinquent in the payment of any Assessment or special levy or violate any other provision of this Declaration, and Supplemental Declaration, or the Association Articles of Incorporation, By-Laws or Rules and Regulations, the Association may deny such Owner enjoyment of the Common Properties until such time as any such delinquent Assessments or special levies and any interest due thereon are paid and any such violations are ceased and any penalties therefor are satisfied.

14.2 Penalty Suspension. The Association shall further have the right in its sole discretion to impose, as a penalty suspension for any such violations, the suspension of such Owner's easement of enjoyment for a period not to exceed thirty (30) days for any one violation or occurrence. An Owner must be given notice and opportunity as is reasonable under the circumstances to refute or explain in person or in writing the charges against him by the Association before any decision of the Association to impose any such penalty suspension is enforced.

14.3 General. Any suspension of rights under these provisions shall not be used as a basis for any reduction of Assessments or other charges payable by such Owner.

ARTICLE XV

PROTECTIVE COVENANTS

Attached hereto as “Exhibit 1” and made a part hereof as fully as though contained herein word for word are the Protective Covenants relative to the Project as well as any other lands which may be added as provided in Article II hereof. Every provision of this Declaration shall apply as fully as to the Protective Covenants as if same were set forth herein word for word.

ARTICLE XVI

GENERAL PROVISIONS

16.1 **Duration.** The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owners subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners having two-thirds of the total number of qualified votes in the Association has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

16.2 **Invalidity.** If any of the provisions of this Declaration, any Supplemental Declaration, the Articles of Incorporation or By-Laws of the Association, or any section, clause, phrase, word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of such instruments and the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

16.3 **Notices.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

16.4 **Genders and Plurals.** Whenever the context so requires, use of any gender shall be deemed to include all genders, use of the singular shall include the plural, and use of the plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Project.

16.5 **Captions.** The captions used this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text.

16.6 **Enforcement.** Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any covenant,

condition or restriction herein, either to restrain violation or to recover damages, against the land to enforce any lien created by these covenants. Failure by the Association, the Developer or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

16.7 Assignment, Transfer or Conveyance by Developer. The Developer reserves and shall have the right to assign, transfer or convey any reservations, rights or obligations of the Developer hereunder and upon such assignment, transfer or conveyance and the Developer shall immediately be released and discharged as to any and all liability incident to such reservations, right or obligation

16.8 Applicability. All provisions set forth herein shall extend to and be binding on the respective legal representatives, heirs, successors and assigns of all parties mentioned herein where consistent with the context hereof.

IN WITNESS WHEREOF, the Developer, joined by the Association for purposes of indicating its agreement hereto, have caused this instrument to be executed by their duly authorized corporate officers and their seals affixed as of the ____day of _____, _____.

ATTEST:

COOPER COMMUNITIES, INC.

Secretary

Chairman of the Board

ATTEST:

**STONEBRIDGE PROPERTY OWNERS
ASSOCIATION, INC.**

Secretary

Chairman of the Board

ACKNOWLEDGMENT

My Commission Expires:

ACKNOWLEDGMENT

My Commission Expires:

EXHIBIT 1

DECLARATION OF COVENANTS AND RESTRICTIONS for STONEBRIDGE, MISSOURI

PROTECTIVE COVENANTS

1. **APPLICATION.** These Protective Covenants shall apply to all of the Existing Properties. Same shall also apply to additions to Existing Properties unless the Developer shall specifically except from these Protective Covenants such additions or a portion thereof in the Supplemental Declaration by which the Developer subjects such additions to this Declaration. In the event of conflict between these protective Covenants and the Declaration, the Declaration shall prevail.

2. **ARCHITECTURAL CONTROL COMMITTEE.** When the Architectural Control Committee, hereafter referred to as the A.C.C., is mentioned in these Protective Covenants, it shall mean the Architectural Control Committee of the Association as more particularly described in Article XI of the Declaration. Except as to construction by the Developer, A.C.C. permits shall be required for any construction activity within the Project as set forth in Article XI of the Declaration. The A.C.C. shall further have the authority, in connection with the issuance of such permits, to adopt such rules, regulations and standards and to adopt such standard building or other codes (or any portion thereof) as it shall deem appropriate or necessary for the proper performance of its function and duties and shall have authority to impose reasonable fees for the performance of any and all such functions and duties. The Owner, contractor and builder will subject all permitted activities to such inspections as required by the A.C.C. to determine compliance with such A.C.C. permits, the Declaration and these Protective Covenants. In the event of any conflict between the provisions of the Declaration, these Protective Covenants and those of the A.C.C. rules, regulations and standards, same shall prevail in that order. All actions of the A.C.C. shall be subject to review by the Board of Directors of the Association and appeals may be taken thereto under such terms and conditions as such Board of Directors may set from time to time.

3. **AMENDMENT, RESCISSION OR ADDITIONS.** The Developer, its successors and assigns, may amend, rescind or add to the Protective Covenants from time to time, provided, however, unless the Lots are specifically exempted from the Protective Covenants by the Declaration or a Supplemental Declaration at the time the Lots are subjected to the plan of the Declaration, such amendment, rescission or additions shall not make the Protective Covenants as to those Lots zoned as residential less restrictive for construction of residential buildings than as provided in the standards herein.

4. **ZONING.** The notes upon the recorded subdivision plats shall control as to use of the Lots reflected thereon, the residential structure types (Single Family Detached, Single Family Attached, and Multi-family Structure) which shall be permitted upon Residential Lots, and the minimum square footage of each Single Family Detached Structure, Single Family Attached Structure or Living Unit in a Multi-family Structure.

5. **RESUBDIVISION.** No Lot shall be resubdivided except upon written approval of the A.C.C. In the event more Lots are created by any such A.C.C. approved resubdivision than originally existed, Association Assessments shall apply to such newly created Lots as if such had been contained upon the original plat of such lands. The A.C.C. may permit the construction of a single residence upon two or more Lots by waiver of the 7 ½ foot utility easement and side yard setback on the appropriate interior lot lines, provided, however, such action by the A.C.C. shall not be construed as a waiver of other matters affecting such Lots, including but not limited to the obligation to pay Assessments on each such Lot.

6. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

7. **SETBACKS.** No building shall be placed closer to the front or back lot lines than the setback lines shown therefor on a recorded subdivision plat, provided, however, where such requirements create an undue hardship upon the Owner, such setbacks may be modified by the A.C.C. to the extent necessary to prevent the hardship.

8. **SIDE YARDS.** Where Lots are zoned as a Residential Lot the following shall apply:

a. A Single Family Detached Structure or any building incident thereto shall not be closer to a side lot line than 7 feet, which restrictions may be extended in excess of 7 feet when necessary for drainage, utility, or screening purposes and the extent thereof is reflected on the recorded subdivision plat, provided, however, where such restrictions create an undue hardship upon the Owner, such restrictions may be modified by the A.C.C. to the extent necessary to prevent the hardship.

b. A Single Family Attached Structure shall not be required to have a side yard and a common or party wall may be constructed upon the dividing lines between Lots so that the wall may be partially upon one Lot and partially upon the other, or said common wall may be entirely upon one of the two Lots involved.

c. Multi-family structures shall not be required to have a side yard and may be constructed up to or upon the dividing lines between Lots where approved by the A.C.C.

The A.C.C. shall decide all questions relative to location of structures upon Commercial Lots.

9. **PARTY WALLS.** The following provisions shall apply to party walls within the Project:

a. General Rules of Law to Apply. Each wall which is built as a part of the original construction of a structure and placed on the dividing line between Lots shall constitute a Party Wall. To the extent not inconsistent with the provisions of this section, general rules of law regarding Party Walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

b. **Repair and Maintenance.** The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the wall in proportion to such use.

c. **Destruction by Fire or Other Casualty.** If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it and if other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

d. **Weatherproofing.** Notwithstanding any other provision of this section, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

e. **Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

f. **Arbitration.** In the event of any dispute arising concerning a Party Wall, or under the provisions of this section, each party shall choose one arbitrator, and such arbitrators, as chosen, shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

10. **LAND NEAR GOLF COURSES AND RECREATION AREAS.** No structure shall be placed nor shall any material or refuse be placed or stored upon any Lot or other Parcel of Land within 20 feet of the property line of any Common Property used as a golf course or permanent recreation area, or as otherwise shown on a record plat of lands with the Project.

11. **ASSURANCE OF COMPLETION OF BUILDINGS.** Except as to construction by the Developer, the Owner and any contractor, builder, person or entity constructing a structure upon the Project shall, prior to beginning the construction of any such structure, furnish the A.C.C. such credit information and proof of financial ability to complete the construction within the time requirements of these Protective Covenants as shall be required by the A.C.C. At the same time, there shall be furnished to the A.C.C. satisfactory proof that builders' risk and appropriate workers compensation insurance will be in effect for the construction period.

12. **TIME FOR COMPLETION OF BUILDINGS.** Commercial Structures, Single Family Attached Structures, and Multi-family Structures shall be completed according to plans and specifications and all applicable permits, codes, standards, rules and regulations applicable thereto, both as to exterior and interior, within such time as shall be fixed by the A.C.C. when the plans and specifications for the particular structure are approved by the A.C.C. The following shall apply to the construction of a Single Family Detached Structure, as well as garage and outbuildings permitted:

a. The exterior of any Single Family Detached Structure, garage, or permitted outbuildings shall be completely finished within six months of start of construction;

b. The interior of any Single Family Detached Structure, garage or permitted outbuildings shall be completely finished within twelve months of start of construction.

The Owner, contractor and builder will subject all structures to inspection by the A.C.C. as required to determine compliance with completion dates as herein provided or as may be provided by the A.C.C. In the event of non-compliance with completion dates as herein provided, the Association shall have the right, but not the obligation, to hire one or more contractors to perform the work and furnish the materials necessary for compliance and to bill the Owner for the amount expended plus 10% for administration. In the event the Owner does not pay same, the Association shall have the legal right to file statutory lien against the property involved and proceed in law or equity to sell the Property to obtain said charges. All money received over and above said charges and court costs, including a reasonable attorney's fee, shall be paid over to the Owner.

13. **ELECTRIC WIRING AND PLUMBING.** Electric wiring and plumbing installed in any structure erected upon or moved upon the Project shall be in accordance with standards prescribed by these Covenants, and in no event shall such standards be less restrictive than those provided by the Federal Housing Administration or the State of Missouri.

14. **SEWAGE DISPOSAL.** No privately owned septic tank or other sewage disposal system shall be permitted upon any Lot or parcel of land of the Project except in extraordinary circumstances involving temporary service to a major building, which temporary service must be discontinued when central sewer service becomes available, and only after approval by the Association and appropriate county officials, and then not unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the Missouri Department of Natural Resources and approved by the A.C.C. In any event, no such privately owned individual system shall be permitted on any single family lot registered with the Interstate Land Sales Registration Division pursuant to the Interstate Land Sales Full Disclosure Act.

15. **WATER SUPPLY.** No privately owned well or other water system shall be permitted upon any Lot or parcel of land of the Project unless approved by the Association or unless the Association has indicated it will not make its water system available and then not unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the Missouri Department of Natural Resources and approved by the A.C.C. In any event, no such privately owned individual system shall be permitted on any single family lot registered with the Interstate Land Sales Registration Division pursuant to the Interstate Land Sales Full Disclosure Act.

16. **PARKING.** Except in connection with construction activities of a temporary nature, trucks, trailers, campers, recreational vehicles, boats, and other large vehicles may be parked on the Properties only if in garages or screened enclosures approved by the ACC or in accordance with ACC Rules and Regulations. Grounds maintenance vehicles and other equipment of the Association may be stored and maintained on the Properties with approval of the ACC. No junk or derelict or other vehicle on which current registration plates are not displayed shall be kept on the Properties.

17. **OUTBUILDINGS.** Outbuildings or accessory buildings for residence purposes such as servants' quarters or guest houses, shall be permitted on Lots upon which a Single Family Detached Structure has been constructed or is under construction, provided the building and/or buildings are occupied by servants employed on the premises or by guests and are not occupied otherwise as rental units by nonservant or nonguest occupants, and provided the A.C.C. shall approve the design, plans, specifications, et cetera, of such buildings. Outbuildings or accessory buildings permitted upon Lots or parcels of land upon which there is constructed a Commercial Building, Single Family Attached Structures, or Multi-family Structure, shall be entirely within the discretion of the A.C.C.

18. **PROTECTIVE SCREENING.** There shall be compliance with all protective screening areas as reflected upon any recorded subdivision plat of the Project. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections," shrub plantings, fences or walls shall be maintained throughout the entire length of such protective screening areas by the Owner or Owners of such areas at their own expense to form an effective screen in order to protect and beautify the area. No building or structure except a screening fence or wall approved by the A.C.C. or utility or draining facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utility and drainage facilities.

19. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

20. **SIGNS.** Except for signs erected by the Developer for promotional or marketing purposes or in connection with its sales program or by the Association, not signs of any character shall be erected, posted or displayed that do not comply with the Rules and Regulations of the Architectural Control Committee pursuant to Article XI hereof without the prior written approval of the ACC. Such Rules and Regulations may restrict the posting of signs or prohibit signs altogether.

21. **MODEL HOUSES.** No provision of these protective Covenants shall preclude the Developer in furtherance of its sales program from erecting and maintaining Model Houses in any area zoned as Residential.

22. **BUSINESSES PROHIBITED IN RESIDENTIAL AREAS.** The practice of any profession or the carrying on of any business is prohibited within any area zoned as residential except for the business of the Developer in the furtherance of its sales program and any home occupation which does not create any extraordinary traffic within the subdivision. Such home occupations must, however, first be approved by the A.C.C. and a permit issued therefor.

23. **UTILITY AND DRAINAGE EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved in the Declaration and will be reserved in any Supplemental Declaration and also will be reserved as indicated upon any recorded subdivision plat of the Project. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of draining channels within the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Association, a public authority or a utility company is responsible.

24. **NUISANCES.** No obnoxious or offensive activity shall be carried on upon any Lot or parcel or land of the Project.

25. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or parcel of land of the Project except that dogs, cats or other household pets which are not considered inherently frightening to the general public may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

26. **GARAGE AND REFUSE DISPOSAL.** No Lot or parcel of land of the Project shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in a clean and sanitary container and disposition of same shall be prompt.

27. **SALVAGE YARDS, ETC.** No automobile wrecking, junk, or salvage yards are permitted on any Lot or on any other parcel of land within the Project.

28. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or parcel of land of the Project. No derrick or other structure designed for use in boring for oil or natural gas, nor any oil wells, tanks, tunnels, mineral excavations or shafts shall be erected, maintained or permitted.

29. **CEMETERIES.** The following standards shall apply to the development and construction of any new cemeteries within the Project:

1. Sites for cemeteries shall be provided access directly from a collector or arterial street. Access to cemeteries shall not be made from residential streets which have residences or lots abutting the street and using it for access.

2. Any new cemetery shall be located on a site containing not less than five acres.

3. All cemetery structures, including but not limited to, mausoleums, permanent monuments, or maintenance buildings shall be set back not less than 25 feet from any property line or street right of way.

4. All graves or burial lots shall be set back not less than 25 feet from any property line or street right of way.

30. **A.C.C. RESPONSIBILITY.** The function of the A.C.C. is designed for the enforcement of the Declaration and these Protective Covenants. The performance of its duties with respect thereto shall be on a best efforts basis in an effort to reasonably protect the aesthetics and property values of the Project and the health safety and welfare of all of the Owners therein as a community of interest. No warranty or representation is made to or should be implied by any individual Owner that the actions of the A.C.C. in the issuance of permits, inspection and approval of construction, or otherwise, is intended as a tacit approval of the quality, safety, desirability, or suitability of such design or construction.

31. **ENFORCEMENT.** These Protective Covenants may be enforced in the same manner as any violation or threatened violation of the Declaration of which these Protective Covenants are in part, including, but not limited to the lien rights of the Association for any costs or charges incurred in connection therewith.

STATE OF MISSOURI)
) SS IN THE RECORDER'S OFFICE
COUNTY OF STONE)

I Cathy Shortt, Recorder of said county, do hereby certify that the within instrument of writing, was on the ____ day of _____, 20__, duly filed for record in the office, at ____ o'clock ____ minutes, ____m. and is recorded in the records of this office in Book ____ at page _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal at Galena, Missouri this ____ day of _____, 20__.

By Deputy CHRISTINE READY

Stone County Recorder of Deeds

Recording Requested By:

COOPER COMMUNITIES, INC.

When Recorded Mail To:

COOPER COMMUNITIES, INC.

1801 Forest Hills Blvd.

Bella Vista, AR 72714

Attn:

(Above Space For Recorder's Use)

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

WHEREAS, Cooper Communities, Inc., hereinafter called "Developer", executed on the ____ day of _____, 20____, a Declaration with Protective Covenants attached thereto as Exhibit 1 and forming a part of said Declaration, which Declaration was received at _____ p.m. on the ____ day of _____, 20____, in the Office of the Circuit Clerk and Recorder of Deeds in and for Stone County, Missouri, and there duly recorded in Deed Book _____, Page _____ et seq; and

WHEREAS, the Developer desires to make an addition to the existing properties by adding thereto the hereinafter described land; and

WHEREAS, it is the desire of the Developer that the properties hereinafter described shall be covered as fully by the Declaration aforesaid as if such additional property had been included with the other property described in said Declaration; and

WHEREAS, the Developer, in compliance with ARTICLE II, Section 2, of the Declaration aforesaid, hereby declares and provides that the following land is hereby subject to said Declaration to the extent that same shall constitute additional land thereunder and shall be a part of the existing property, and that said land shall be covered by said Declaration as fully as though said land had been included in said Declaration at the time same was executed, the land referred to lying and being situate in the County of Stone, State of Missouri, to-wit:

**LEGAL DESCRIPTION
SILVERBLUFF SUBDIVISION
LOTS 1 – 38**

**A PARCEL OF LAND LYING IN THE SE ¼ OF THE SE ¼ OF SECTION 16,
TOWNSHIP 23 NORTH, RANGE 22 WEST, STONE COUNTY, MISSOURI,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT 202.71 FEET NORTH AND 999.79 FEET WEST
OF A STONE, SAID STONE BEING THE SOUTHEAST CORNER OF SAID
SECTION 16; THENCE, S 02° 17'36" E 156.86 FEET; THENCE, S 81°37'24"**

W 120.21 FEET; THENCE, N 52°09'34" W 110.71 FEET; THENCE, N 47°38'02" E 191.96 FEET; THENCE, 63.32 FEET ALONG THE ARC OF A 124.78 FOOT RADIUS CURVE TO THE LEFT, SAID ARC HAVING A CHORD OF S 68°25'32" E 62.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.598 ACRES, MORE OR LESS; and

LEGAL DESCRIPTION
SILVERCLIFF SUBDIVISION
LOTS 1 – 15

A PARCEL OF LAND LYING IN THE SW ¼ OF THE SE ¼ OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 22 WEST, STONE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1,087.25 FEET NORTH AND 2,348.21 FEET WEST OF A STONE, SAID STONE BEING THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE, 75.68 FEET ALONG THE ARC OF A 276.66 FOOT RADIUS CURVE TO THE LEFT, SAID ARC HAVING A CHORD OF N 55°10'23" W 75.44 FEET; THENCE, N 63°00'33" W 13.49 FEET; THENCE, N 26°49'41" E 210.20 FEET; THENCE, S 38°30'33" E 123.40 FEET; THENCE, S 34°52'52" W 170.93 FEET, TO THE POINT OF BEGINNING AND CONTAINING 0.440 ACRES, MORE OR LESS; and

LEGAL DESCRIPTION
STONEKIRK SUBDIVISION
LOTS 1 – 20

A PARCEL OF LAND LYING IN THE SW ¼ OF THE SE ¼ OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 22 WEST, STONE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 242.05 FEET NORTH AND 2,214.77 FEET WEST OF A STONE, SAID STONE BEING THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE N 51°37'24" W 140.24 FEET; THENCE, N 44°34'00" E 127.71 FEET; THENCE, S 50°28'50" E 129.87 FEET; THENCE, S 39°55'59" W 124.42 FEET, TO THE POINT OF BEGINNING AND CONTAINING 0.390 ACRES, MORE OR LESS.

Subject to the notes and other indicated restrictions, if any on said plat or plats and to the covenants, reservations, easements, charges and liens reflected in the Declaration of Covenants and Restrictions filed in connection therewith in the Office of the Circuit Clerk and Recorder of Deeds, Stone County, Missouri as reflected thereon;

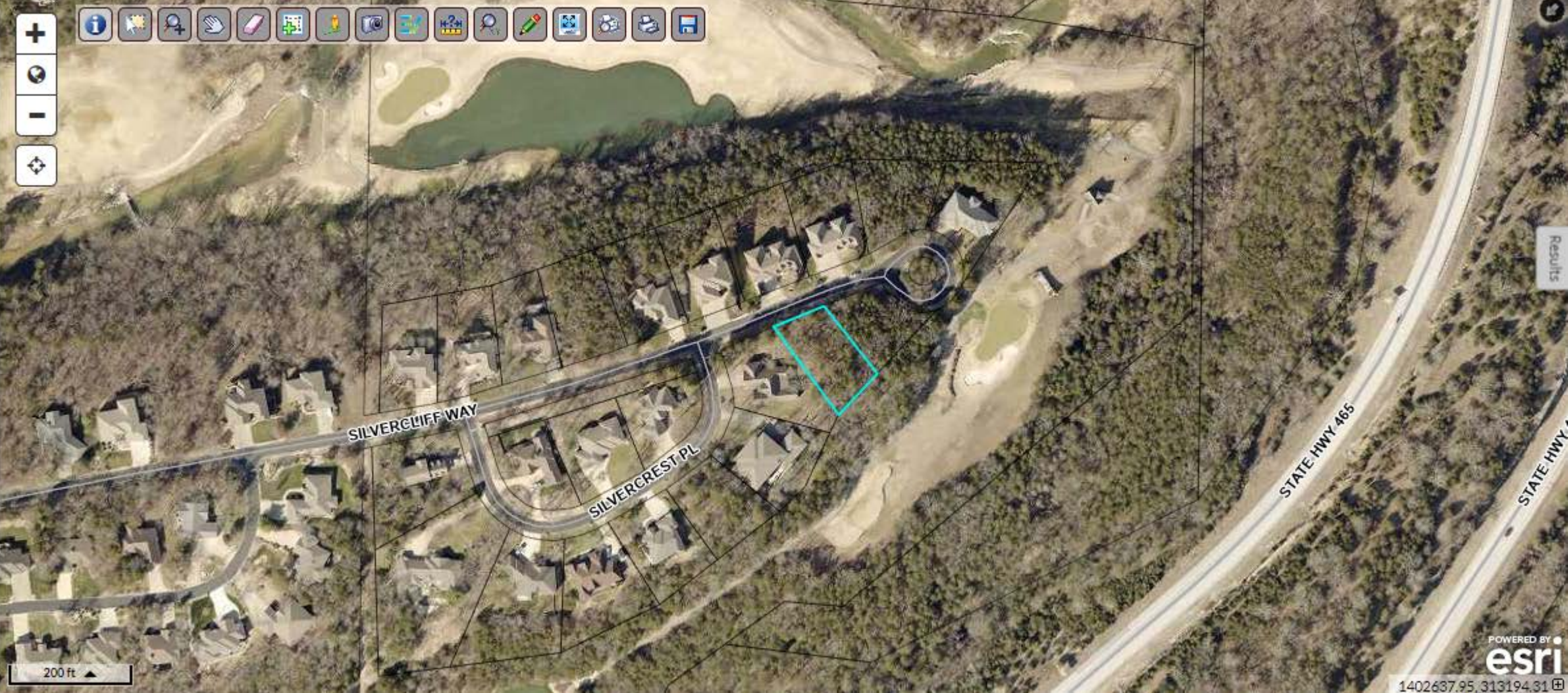
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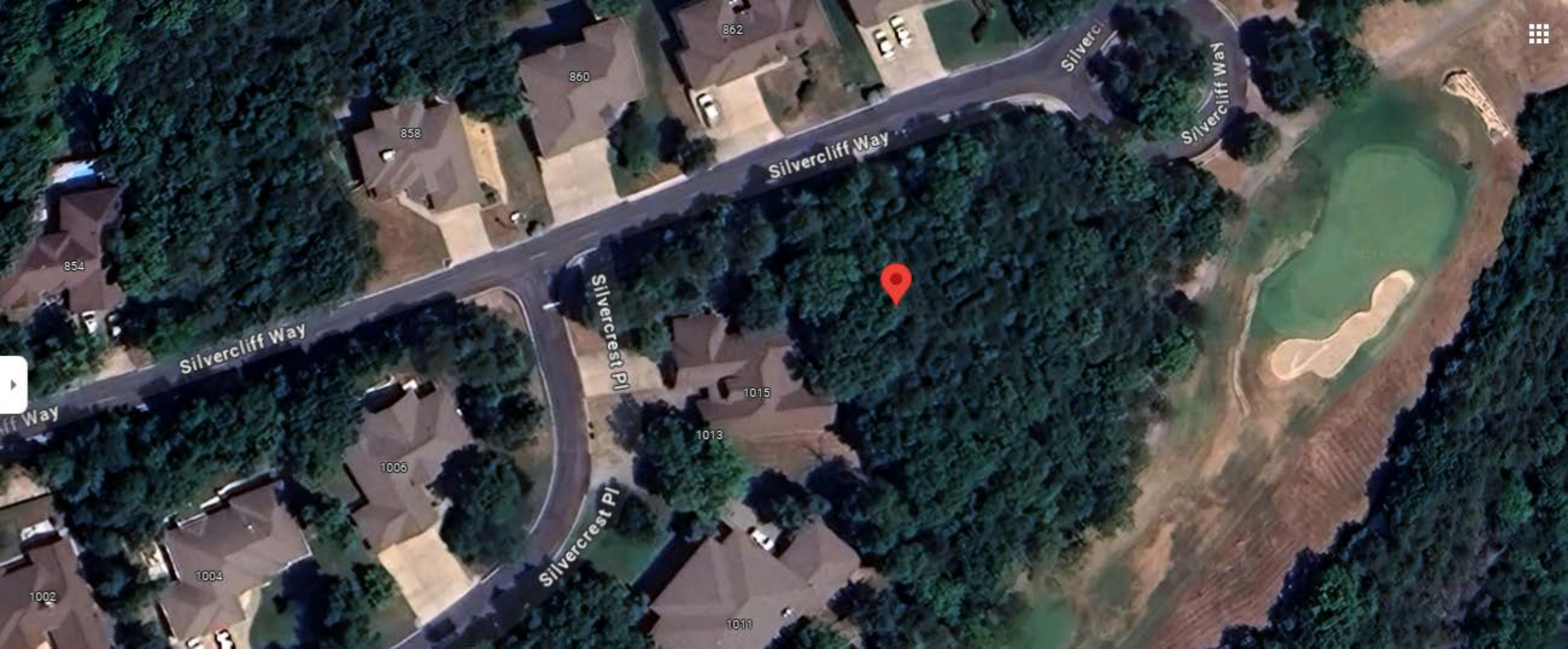
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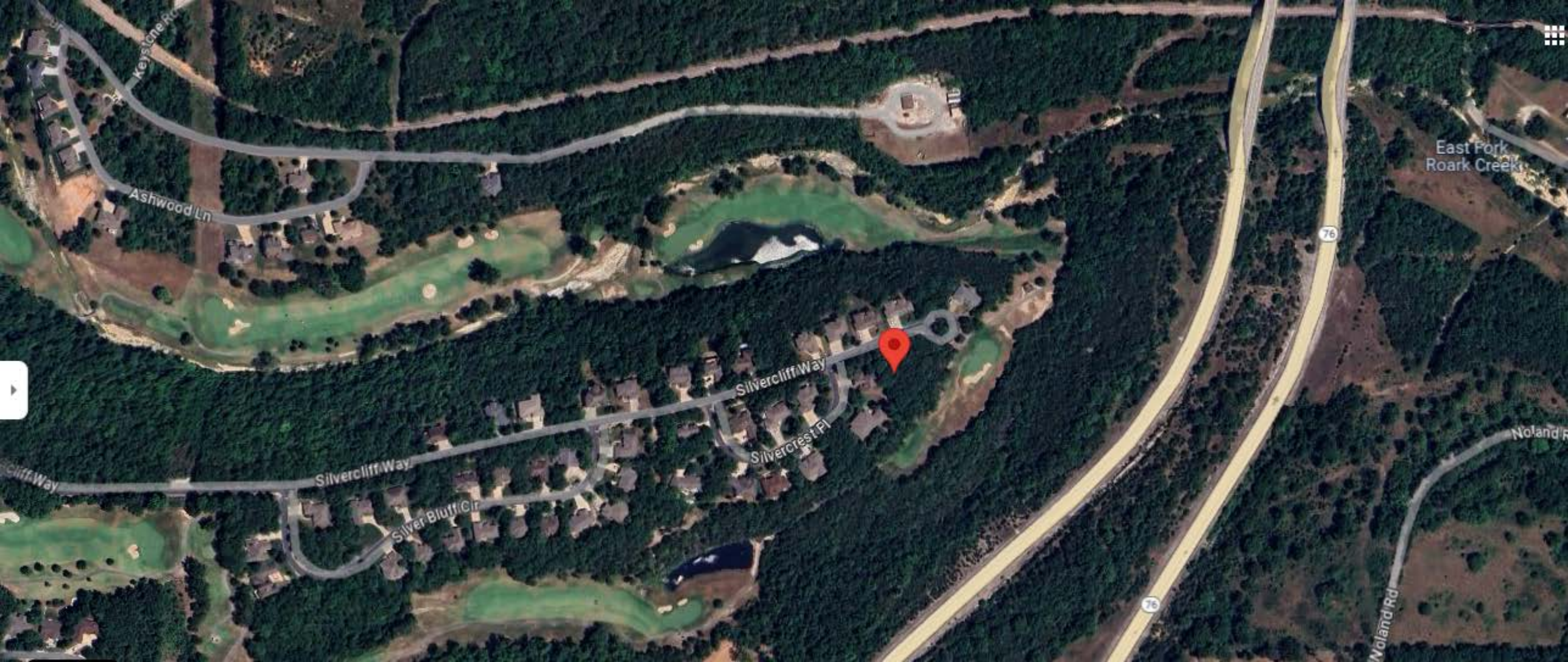
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200 ft





East Fork
Roark Creek

76

76

Noland Rd

Noland Rd

Silvercliff Way

Silvercrest Pl

Silvercliff Way

Silver Bluff Cir

Ashwood Ln

Keystone Rd

Silvercliff Way

Reports



3D

Reports



Reports



Reports >

LedgeStone
Championship
Golf Course





Reports



Saved Distances



Feet

Miles

85.32 feet



137.74 feet



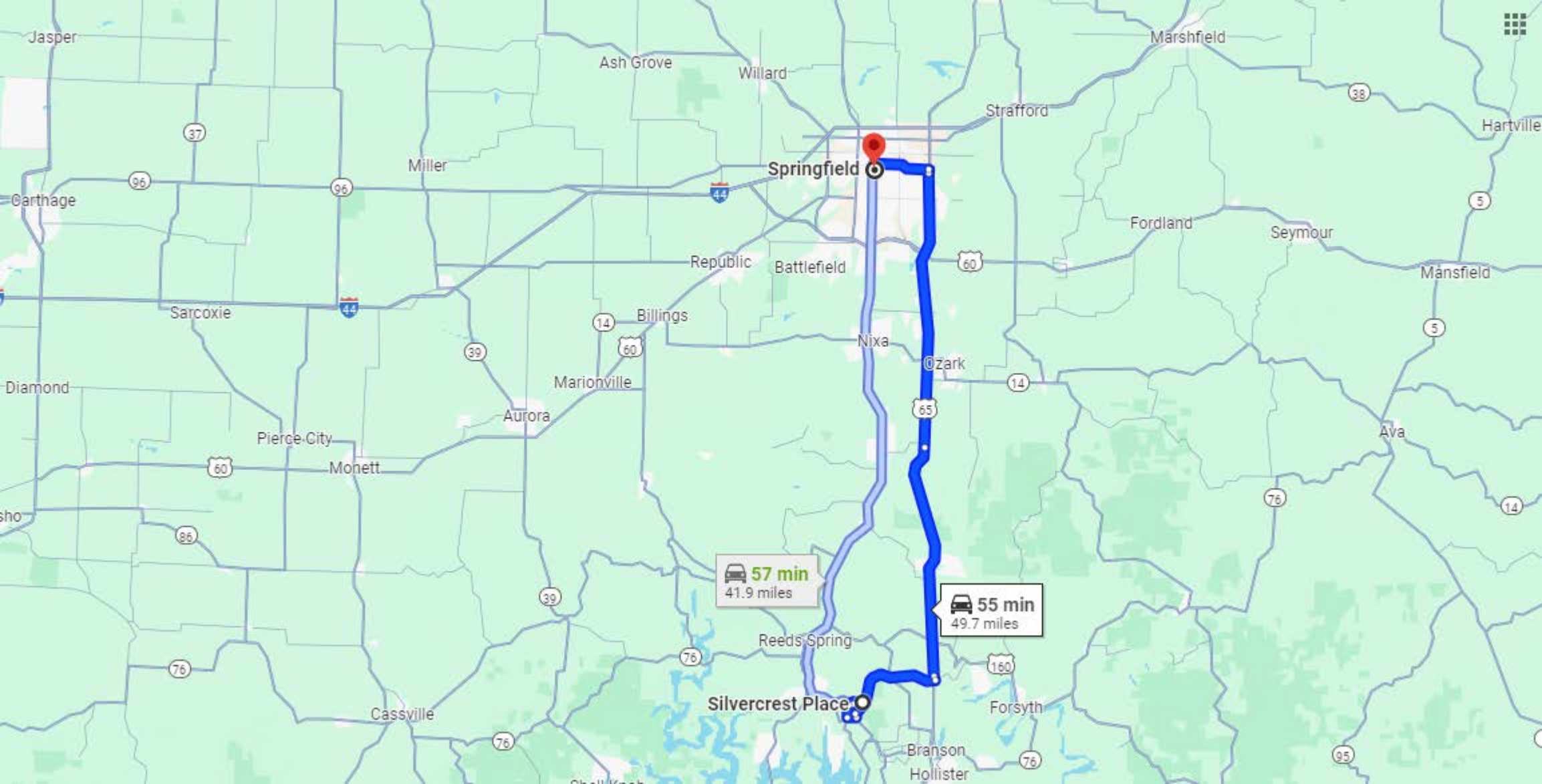
88.87 feet



172.76 feet



3D



State Hwy 76
Reeds Spring, Missouri
 Google Street View
May 2019 [See more dates](#)

