

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SUMMERBROOKE SUBDIVISION IN TANEY COUNTY, MISSOURI**

THIS DECLARATION, dated February 15, 2005, is made by **SUMMERBROOKE, LLC**, a Missouri limited liability company, as **Grantor**, referred to herein as the Developer, and **AFFILIATED INVESTORS, INC.**, a Missouri corporation, also a Grantor, both Grantors being the owner of all the real estate in

SUMMERBROOKE SUBDIVISION

according to the plat recorded in Plat Book/Slide _____ at Pages _____ (referred to herein as the "Plat") in the Office of the Recorder of Deeds, Taney County, Missouri.

Grantors own all the area in the Plat and desire to impose covenants, conditions and restrictions upon SummerBrooke Subdivision, which are in addition to any conditions and restrictions upon the lots in SummerBrooke Subdivision imposed by the ordinances of Taney County and any other units of government. These covenants, conditions and restrictions are intended to bind the present and future owners of SummerBrooke Subdivision, as **Grantees**, as covenants running with the land, in order to create a uniform plan of development. Developer reserves the right to bring additional real estate into the plan of development described in this Declaration (with minor changes at the discretion of the Developer) and to remove Lots from this Declaration and the SummerBrooke Subdivision by the recording of a supplemental declaration and amended plat.

NOW, THEREFORE, Grantors, as owners of all the real property in SummerBrooke, hereby declare that all the lots and other areas in SummerBrooke are subject to and bound by this Declaration and shall be held, conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges of this Declaration, as follows:

1. *Definitions.* For the purposes of this Declaration, the following definitions shall apply:
 - a. "ACC" shall mean Architectural Control Committee. Until Developer has appointed an ACC, Developer shall be the ACC.
 - b. "Association" shall mean a non-profit Association of Owners of Lots created by the Developer. Unless an Association has been created by the Developer, the powers of the Association shall be exercised by the Developer.
 - c. "Common Area" shall mean streets and, if created and shown on a plat, a park area. If the maintenance responsibility for the streets has been accepted by a governmental unit, the streets will no longer be Common Areas.

- d. "Developer" shall mean and refer to SummerBrooke LLC, a Missouri company, and its assigns.
 - e. "Development" shall mean all of the above described Lots in SummerBrooke Subdivision, all Common Areas, and all additional property which hereafter may be made subject hereto in the manner provided herein.
 - f. "Lot" shall mean any lot shown as a separate lot on any recorded plat of all or part of the Development.
 - g. "Owner" shall mean the record owner in fee simple of any Lot, including the Developer, and for purposes of all obligations of the Owner hereunder, shall include, where appropriate, all family members and tenants of such Owner and all of their guests and invitees.
2. None of the Lots may be improved, used or occupied for other than single-family residential purposes, except that the Developer (or Developer's designee) may use a dwelling or a building on a lot for sales purposes, including maintaining one or more model homes. No more than one single-family residence shall be located on any Lot. While the Developer or the Developer's designee is using a home as a model, the overhead garage doors may be removed and framed in or replaced with a door, and the garage area may be used as a sales office. No construction or expansion of a residence, outbuilding, fence, detached garage, or other structure, shall take place without written ACC approval and a county building permit (if required).
 3. All residences in the Development shall consist of new site-built frame construction, approved by the ACC before a building permit is obtained and any excavation for the foundation is commenced. No manufactured homes or modular homes will be permitted. No residential building which has previously been in use as a residence at another location shall be moved onto any Lot. Unless otherwise approved by the Developer, all construction of any building on a Lot shall consist of only new materials and shall be completed within 12 months after commencement of such construction, including final grading and seeding or sodding of all areas of the Lot disturbed during construction.
 4. All dwellings shall contain a minimum of 1,400 square feet of living area on the main level, exclusive of basements, garages, porches, patios, decks and breezeways, and shall not exceed 2 stories in height above basement or foundation level. The ACC may approve in writing requests for variances up to 10% from the foregoing minimum square footage requirements on a case-by-case basis.
 5. All buildings must have a minimum roof slope of 6/12 (6" of rise per 12" of run) on main sections of the roof structure unless otherwise approved by the ACC. Standard 3-tab type shingles shall not be used.
 6. All portions of the foundation above grade on the front elevation of dwellings shall be covered in brick, stone or manmade stone. No building shall have an outer covering of tarpaper, imitation stone or brick siding having an asphalt base, or unpainted sheet metal.
 7. Each dwelling shall have an attached two car garage containing at least 440 square feet of floor area and be enclosed. Other structures compatible with single family residential homes will be permitted, but must have the same style and appearance as the residence and be located in the back yard, unless otherwise approved in writing by the ACC. The maximum floor area of any outbuilding is 150 square feet.

8. Only the Developer may use a Lot so that all or part of it is used for a public or private street. No Lot in the Development may be further subdivided except by the Developer.
9. Adjacent Lots may be combined by an Owner of those Lots to eliminate building lines only by the filing of a replat with the approval of the Taney County Planning Commission. The Owner will be responsible for relocating any utility lines along the common lot lines of the Lots to be combined. Once a replat combining lots has been recorded in the county records, the Owner of the combined Lots may submit an application to the ACC for a building that extends across the former interior lot line.
10. All residences shall have a concrete driveway, extending from the street to the garage entrance. The driveway shall be completed within 12 months after commencement of construction of the residence or before the residence is occupied, whichever occurs first. All other areas where cars are parked must be paved.
11. All areas of all lots, except undisturbed wooded areas, shall be covered by grasses or landscaping to prevent erosion. No trees in excess of six inches in diameter as measured four feet above the ground shall be removed from any lot unless necessary for the location of a building or approved by the Developer or ACC.
12. No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any trash or other refuse be thrown, placed or dumped upon any Lot, nor shall anything be done which may be or become an annoyance or a nuisance to neighbors within the Development. Each Owner shall properly maintain his Lot in a neat, clean and orderly fashion. No firearms shall be discharged at any time. All residences and exterior structures shall be kept and maintained in good condition and repair at all times. No Lot shall be used to store construction materials or junked or salvaged vehicles of any type. Any vehicles being stored for restoration must be kept within an enclosed building or otherwise kept out of view of other Owners in the Development.
13. Cars and trucks of any kind may not be parked on any part of the streets for more than four hours. Commercial vehicles and construction or like equipment and trailers of any kind shall not be parked on any street in the Development except during service calls and deliveries. No truck larger than a one-ton pickup shall be allowed to remain in the Development longer than the time necessary for loading or unloading of its cargo. This restriction shall not apply to construction vehicles while being used in the construction of buildings on Lots in the Development.
14. Recreational vehicles, including truck bed campers extending higher than the top of the truck cab, travel trailers, camping trailers, motor homes, and boats may be stored on any Lot, provided that they are stored in the garage, or in the back yard (not side yard areas) and concealed by a privacy fence at least six feet in height that has been constructed with the approval of the ACC. This provision is not intended to prohibit temporary parking (up to 24 hours), of the above mentioned vehicles, in the driveway of the residence.
15. No sign or any other advertising device may be displayed on any Lot or in the right-of-way adjacent to any Lot unless approved by the Developer, except for one sign advertising the property for sale or rent not larger than four square feet, or signs used by the Developer or builder to advertise the property during the construction and sales period.
16. No Lot or any structure on any Lot shall be used for trade or commercial purposes, except that home offices used for business activities of occupants of the residence on a Lot shall be permitted, unless the business requires frequent deliveries or pickup of packages or freight, provided that such use is not discernable from the outside of the residence and that the public,

customers, clients or other business invitees or guests are received there for business only on a limited basis so as not to become a nuisance to other Owners in the Development.

17. The Developer specifically reserves the right carry on its business in the subdivision, so long as Developer owns land within the subdivision or new homes are being constructed, including, but not limited to, maintaining sales offices, model homes, business offices and other facilities necessary or convenient for the business of Developer.
18. All Lots are subject to easements and building lines as shown on the Plat. All other setback requirements from any Lot boundary not specifically stated on the Plat shall be in accordance with the Taney County Development Codes or the applicable regulations of any municipality, with the exception that an Owner of adjacent Lots may erect a dwelling on or across the line between said adjacent Lots after recording a replat of those Lots.
19. Mail boxes shall be of a type and style required by the ACC, and shall be permanently attached to the ground, and not supported by blocks, buckets or other temporary means. Mail boxes shall be maintained in a neat and orderly fashion. The ACC will provide information, upon request, that specifies the approved mailbox and installation guidelines.
20. To the extent this restriction does not conflict with federal law, no radio towers, antennas, and satellite dishes in excess of one meter in diameter, shall be erected on any lot or on the exterior of any house in the Development. However, television antennas that do not extend above the highest ridgeline of the house to which they are affixed are permitted, if installed on the side of the roof opposite the street on which the house fronts.
21. All above ground tanks and above-ground swimming pools shall be located behind the rear line of the residence and screened from view by privacy fencing. Fencing is not allowed in front yards. Fences for side & rear yards must meet ACC guidelines. All homes on Lots 1, 11, 12, 22, 23 and 37 must have and maintain a 6' privacy fence along the west boundary of the Lots concealing all back yard and side yard areas.
22. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for dogs, cats or other household pets, provided that they are not used for commercial purposes. All pets shall be kept on the Owners Lot and not allowed to roam freely in the Development. Pets shall not be contained in the front yard of a residence. "Commercial purpose" shall be interpreted to mean that not more than two litters of puppies or kittens or the offspring of any other household pets may be raised and sold from any single lot in any calendar year.
23. Construction workers shall be provided, by the Lot owner, with a portable toilet during construction. Oil changes for construction equipment must be done outside the subdivision. Concrete trucks may dump their surplus or waste and wash out only in locations, if any, designated by the ACC. The general contractor for each jobsite is responsible for controlling dust and noise, including loud music, and complying with all environmental regulations pertaining to erosion control and disposal of construction materials from that jobsite, and must provide containers for collection of construction waste. No blasting shall be done without the approval of the ACC, whose approval is conditioned upon an indemnification of the Developer and the other Lot Owners by the blasting contractor regarding damage from blasting. The ACC or Developer may make additional rules regarding construction practices.
24. All purchasers of Lots without completed residences shall be responsible for compliance regulations of utility companies and with all governmental regulations pertaining to erosion and sedimentation control, revegetation, landscaping, disposal of construction waste, and labor. In

addition, such owners and their general contractors shall indemnify and hold the Developer harmless from all claims of violation of laws and regulations relating to their construction activities in the Development. All utility lines will be underground.

25. The Development is served by the Bull Creek Village sewer system and Taney County Public Water Supply District No. 3. Lot owners will be responsible for paying impact fees, capacity fees and connection fees charged by these entities. No private drinking water or irrigation wells are permitted within the Development. No septic tanks and lateral fields are permitted within the Development.
26. The Common Areas in the Development shall be maintained by the Association unless and until the maintenance responsibility is assumed by a neighborhood improvement district, a community improvement district, or a political subdivision or municipality. The Association may assess each Lot annually a per lot fee for the purpose of maintaining the Common Areas. The annual fee will be secured by a lien on the Lot assessed and is a personal obligation of the Lot Owner. The assessment lien may be foreclosed in the same manner as a deed of trust. If the annual assessment is not paid within 120 days of notice of assessment mailed to the address of the Lot Owner shown on the records of the Taney County Assessor, the Association may file a lien in the office of the Taney County Recorder, which includes the amount of the unpaid assessment, a reasonable fee for the preparation of the lien, the recording fee and the fee for the preparation and recording of the release of the lien. In any suit to collect delinquent assessments, the prevailing party shall be entitled to court costs and a reasonable attorney fee.
27. The provisions of this Declaration shall remain in effect for a period of 10 years from the date hereof, and shall automatically be continued thereafter for successive periods of 5 years each; provided, however, that the then Owners of 100% of the Lots may release the Development from all or part of such provisions at the expiration of the initial period or at the expiration of any extension period by executing (in one or more counterparts), acknowledging and recording an appropriate agreement in writing for such purpose, at least one month prior to the original expiration date or to a subsequent expiration date, whichever is applicable.
28. This Declaration may be amended by the Developer, in whole or part, at any time within two years from the date of the recording of this document, by duly recording an instrument executed and acknowledged by the Developer, its transferees, successors or assigns. As used in this section, the words "transferees," "successors," and "assigns" specifically excludes any purchasers of lots who have not been the grantee of an instrument assigning Developer's rights as declarant of this subdivision.
29. Five years after the recordation of this Declaration, it may be amended in whole or in part by duly recording an instrument executed and acknowledged by not less than a two-thirds majority of the owners of lots, with the amendment to take effect as and when specified in the amendment. If any amendment will affect only one phase of the Development, then only owners of lots in the affected phase shall be entitled to vote on the amendment, and the two-thirds approval for the modification shall be computed using the number of lots in the affected phase as the total.
30. Amendment of this Declaration is not limited only to removal or alleviation of the restrictive covenants hereof, but may also accomplish the imposition of additional burdens, use restrictions and architectural controls.
31. The provisions of this Declaration are to be enforced and administered by the Developer, unless the Developer creates a non-profit homeowners' Association to assume these responsibilities. Owners of Lots in the Development automatically become members of the Association upon its formation, and membership is inseparable from ownership of a Lot. Owners of Lots in any

subsequent phase of the Development may be in the same Association as owners of lots in the initial phase of the Development.

32. The Association will be also subject to the provisions of the Missouri statutes regarding general corporations and non-profit corporations. The Association's bylaws, may be modified by the vote of a majority of its members; however, the bylaws will be limited to procedural matters, not restrictions on uses of real estate. The Association's board may not modify this Declaration, though the board may propose amendments (which may increase burdens or restrain uses, not merely remove or alleviate restrictions), which will not become effective unless approved by two-thirds of the Owners. Mortgagees and others whose encumbrances on lots are subordinate to this Declaration may choose to evidence their consent to any amendments. The lack of a mortgagee's consent on a Lot shall not affect the validity of the amendment on any other Lot.
33. Developer, its successors and assigns, the Association, and the Owner of any of the Lots, shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the agreements, restrictions and reservations herein set forth, in addition to any action at law for damages. The failure to enforce any of the agreements, restrictions or reservations herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.
34. Developer shall have the right and authority from time to time, by appropriate instrument, recorded in the office of the Recorder of Deeds of Taney, County, Missouri, to assign its rights, benefits, powers, reservations, privileges, duties, and responsibilities as Developer and declarant of the Development, in whole or in part. Upon such assignment the assignee shall then for all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties, and responsibilities. The assignee and its successors and assigns shall have the right and authority to further assign the rights, benefits, powers, reservations, privileges, duties, and responsibilities of the Developer.
35. The Developer and its successors and assigns shall retain no obligations with regards to the Development after the title to all Lots in the Development have been passed to the Owners.
36. Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed on the date appearing after their respective signatures.

SUMMERBROOKE LLC

BY: _____
Steven D. Matlock, Managing Member

DATE: _____

AFFILIATED INVESTORS, INC.

BY: _____
Steven D. Matlock, Vice President

DATE: _____