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2007-09713

JANET ROBERT
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY MO
RECORDED AND SEALED ON
07/09/2007 08:46AM
REC FEE: \$54.00
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Brandon O Williams
2619 Prairie Ave
Cape 63701



JANET ROBERT
Renée Dabough Deputy

(Space above reserved for recorder of Deeds Certification)

Title of Document: Declaration of Restrictions and Protective Covenants for Jackson Ridge Estates, Phase I

Date of Document: July 3, 2007

Grantor(s): Jackson Ridge Development, LLC / Jackson Ridge Estates, Phase 1

Grantee(s): Jackson Ridge Development, LLC / Jackson Ridge Estates, Phase 1

Mailing Address of Grantees: 3262 Lexington, Cape Girardeau, MO 63701

Legal Description:

See Attached.

Reference Book and Page(s): 24-13

**DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR JACKSON RIDGE ESTATES, PHASE I**

WHEREAS, Jackson Ridge Development, LLC, a Missouri Limited Liability Company, is the record owner of the following described real estate lying, being and situated in the County of Cape Girardeau, State of Missouri, more particularly described as follows:

PART OF UNITED STATES PRIVATE SURVEY NO 221, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPLE MERIDIAN IN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A STONE AT THE NORTHEAST CORNER OF UNITED STATES PRIVATE SURVEY NO. 471, BEING A POINT ON THE SOUTH LINE OF SAID UNITED STATES PRIVATE SURVEY NO 221; THENCE NORTH 83 DEGREES 18 MINUTES 03 SECONDS WEST ALONG SAID SOUTH LINE 435.58 FEET; THENCE NORTH 06 DEGREES 55 MINUTES 48 SECONDS EAST 161.45 FEET; THENCE SOUTH 83 DEGREES 04 MINUTES 12 SECONDS EAST 10.00 FEET; THENCE NORTH 06 DEGREES 55 MINUTES 48 SECONDS EAST 110.00 FEET; THENCE SOUTH 83 DEGREES 04 MINUTES 12 SECONDS EAST 540.00 FEET; THENCE SOUTH 06 DEGREES 55 MINUTES 48 SECONDS WEST 268.97 FEET TO A POINT ON THE SOUTH LINE OF SAID UNITED STATES PRIVATE SURVEY NO. 221; THENCE NORTH 83 DEGREES 26 MINUTES 01 SECONDS WEST ALONG SAID SOUTH LINE 114.43 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 3.388 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.

WHEREAS, Jackson Ridge Development, LLC, as the owner and developer of the above-described lands, has caused the same to be sub-divided into residential lots as reflected in the plat for Jackson Ridge Estates, Phase I, recorded in Plat Book 24 at Page 13 of the Land Records of Cape Girardeau County, Missouri; and

WHEREAS, it is the intent and desire of the owner of said property to sell the property described above and to impose upon said property and each individual lot, mutual, beneficial

restrictions under a general plan and/or scheme of improvement for the benefit of all of the lands in the subdivision and the future owners of those lands;

NOW, THEREFORE, the undersigned owner and developer of said lands hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants, all of which are declared and decreed to be in furtherance of a plan for the subdivision, improvement, and sale of the lands and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the lands and every part thereof:

1. No lot shall be divided, subdivided, or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous lots under one ownership. In the event that one or more lots are developed with contiguous lots as a unit, the provisions of these restrictions and protective covenants shall apply thereto as a single lot. No dwelling or other structure or improvement shall be erected, altered, replaced or permitted to remain on any divided or subdivided lot including less than one full platted lot according to the recorded plat of the subdivision. No structure other than a one single family residence with attached garage shall be erected upon any lot. No mobile or modular homes shall be placed upon any lot within the development. All lots shall be used for residential purposes only. No residence shall be inhabited until its construction is substantially completed. Construction of any dwelling or outbuilding shall be completed within one year from the date of initiation of construction.

2. Each residence unit shall contain a minimum of 1300 square feet of finished living space at street level for a one story structure and a minimum of 1300 square feet of finished living space at street level for a conventional story and one-half or two story structure. Each split level or split foyer residence shall contain a minimum of 1550 square feet of finished

living space on any one floor. Each tri-level residence shall contain a minimum of 1650 square feet of living space on any two floors combined. No structure shall be erected until plans have been approved by the developer and the original owner, Jackson Ridge Development, LLC. Each inhabitable structure shall have an attached two-car garage with at least one door at a minimum width of 16 feet or two doors at a minimum width of 9 feet each. No carport shall be permitted.

3. The principle residence and all attachments thereto constructed upon any lot shall have pitched roofs at an angle of 5/12 or greater. No green, blue or red roof shall be permitted

4. Each residence constructed within the development shall have a brick or stone front to be constructed to a minimum of sill height. Only vinyl siding will be permitted. No wood, composite, stucco or dryvit materials are permitted. No green, red or dark blue siding will be permitted.

5. All dwellings shall have a paved driveway of stable and permanent concrete construction of at least 16 feet in width at the entrance to the garage. Each driveway shall include a continuous slab at the curb of at least 16 feet in width and six inches in depth from the curb to the inside line of the right of way. Where curbs are required to be broken for driveway entrances, the curbs shall be repaired in a neat and orderly fashion acceptable to the original developer and owner, Jackson Ridge Development, LLC.

6. No fence shall be placed on the lot unless constructed of vinyl, iron or decorative aluminum fencing materials. No chain link fencing shall be permitted. No fence shall be erected on any lot in front of the rear line of the residence structure or past the sideline of the residence structure. No fence shall be closer than four feet to the rear property line. No trees or landscaping shall be placed within three feet of the front, rear and side lot lines. No fencing shall be erected upon any lot until plans for the design, composition and location of the fence shall be

submitted to and approved by the developer, Jackson Ridge Development, LLC. Any fencing erected without the approval of the developer, Jackson Ridge Development, LLC, shall be subject to removal at the lot owner's expense upon the order and direction of Jackson Ridge Development, LLC.

7. No lot surface shall be lowered or raised in whole or in part so as to cause its surface water or the water flow within drainage easements to be channeled, gathered, or dispersed so that the surface water leaves the confines of the lot in a different location, quantity or force as existed at the time of transfer of that lot, unless with the prior written agreement of the original owner and developer, Jackson Ridge Development, LLC.

8. All dirt removed from any lot through excavation or grading of the lot prior to completion of the residence upon that lot shall be transported at the expense of the owner of the lot from which the dirt is removed and placed upon other lots or common areas within the subdivision as directed by the original owner and developer, Jackson Ridge Development, LLC. The lot owner shall be and is responsible for erosion control within the lot according to the guidelines and standards established by the City of Jackson and the Missouri State Department of Natural Resources.

9. The front 10 feet of each lot shall be maintained at grade level with the adjacent street so as to permit installation of sidewalks which shall be installed by the lot owner, his contractor or agent, or at their direction, at the time of construction of the residence upon such lot and completed prior to the issuance of the occupancy permit for the residence. Should the lot owner, contractor or their agent fail to complete the installation of sidewalks upon any lot prior to issuance of the occupancy permit for the residence constructed upon such lot, then, in that event, the developer of the subdivision, Jackson Ridge Development, LLC, may procure the services of a contractor to install the sidewalks upon such lot and the reasonable cost of labor and

materials for such installation and related costs shall be assessed to and paid by the then lot owner or owners. Sidewalks shall be installed on each lot within 90 days from the sale of the lot if no other construction has commenced on the lot within 90 days from the date of sale of the lot.

10. No above ground swimming pool shall be constructed or placed upon any lot.

11. No commercial vehicle, trailer, camper, mobile home, motor home or boat shall be parked or stored on any lot for more than ten (10) days in any calendar year, unless so stored within a garage. There shall be no long term parking permitted on any subdivision street. For the purposes of this paragraph, "long term parking" shall be considered the parking of any one or more vehicles, boats, trailers, campers, mobile homes or motor homes for any period or periods totaling four days in one continuous seven day period.

12. No lot may be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Any accumulation of rubbish, garbage or refuse on any lot or deposit of the same by a lot owner on any subdivision common area may be removed at the lot owner's expense upon thirty (30) days written notice to the lot owner. There shall be no storage of junk vehicles upon any lot within the subdivision. For purposes of this paragraph, a junk vehicle is defined as one without a current license or registration.

13. No commercial enterprise of any kind shall be operated from or maintained within the subdivision.

14. No animals other than domesticated family pets shall be kept within the subdivision. Pets shall not be permitted to run free. No kennels for the boarding, raising, breeding or sale of animals shall be permitted.

15. As long as the original owner and developer, Jackson Ridge Development, LLC, shall own the majority of those lots lying within Jackson Ridge Estates and each phase thereof,

Jackson Ridge Development, LLC, within its' sole discretion, may cause to be formed as a non-profit corporation, a homeowner and community improvement association, herein referred to as the Property Owner's Association, which shall be responsible for the implementation and enforcement of these restrictions and protective covenants and the general maintenance and control of any and all common areas and facilities lying within the platted subdivision. For purposes of these restrictions and protective covenants, the term "the platted subdivision" is meant to include all phases of Jackson Ridge Estates and shall be defined and applied accordingly.

16. The Property Owner's Association, when and if formed, shall be responsible for the collection and disbursement of any and all annual assessments which may be levied against the lots lying within the platted subdivision, as herein authorized, and as may be necessary to fund the operation of the Property Owner's Association and the discharge of its' responsibility to implement and enforce these restrictions and protective covenants and to provide for the general maintenance, upkeep and control of the subdivision common areas and facilities.

17. The Property Owner's Association, when and if formed, shall be governed by a Board of Directors of not less than three in number who, upon election by affirmative vote of the owners of record of those lots lying within the platted subdivision, shall serve such terms and shall hold such authority as provided within these restrictions and protective covenants and the bylaws of the Property Owner's Association. The initial Board of Directors shall be selected by the incorporator, Jackson Ridge Development, LLC, to serve such terms as may be provided within the bylaws of the Property Owner's Association, until their successors are duly elected and qualified. The record owners of those lots lying within the platted subdivision shall be required to maintain membership in the Property Owner's Association, with membership being

automatically conferred to the record owner(s) of each platted lot upon formation of the Property Owner's Association or subsequent transfer of record title to the platted lot.

18. Voting upon matters submitted to the members of the Property Owner's Association shall be based upon one vote for each lot owned. If the owners of record of any given lot are unable to agree upon the vote to be cast for that lot, then, in that event, the vote for that lot shall be cast by the first named grantee under the last recorded instrument of conveyance of title to that lot.

19. All annual and special meetings of the membership and the Board of Directors of the Property Owner's Association shall be called and conducted as provided within the bylaws of the Property Owner's Association.

20. When and if established, the Property Owner's Association shall remain a viable entity from year to year on a perpetual basis unless and until such time as the Association is dissolved by the affirmative vote of at least two-thirds of the owners of record of the lots lying within the platted subdivision.

21. Jackson Ridge Development, LLC, as the original owner and developer of the Jackson Ridge Estates, shall have the right to convey to the Property Owner's Association and the Property Owner's Association shall have the right to accept conveyance of the subdivision common areas and facilities at such time as may be deemed appropriate by Jackson Ridge Development, LLC and the Property Owner's Association. Nothing herein shall require conveyance of such common areas and facilities to the Property Owner's Association against the will of Jackson Ridge Development, LLC.

22. When and if a Property Owner's Association is established, the Board of Directors of the Property Owner's Association shall have the right to assess the owners of each lot lying within the platted subdivision as of January 1 of the calendar year in which the Property

Owner's Association is established and each succeeding January 1 thereafter such sums, if any, as may be deemed necessary for the upkeep and maintenance of the subdivision common areas and facilities and for management of the Property Owner's Association. Initially, no assessment for any one year shall exceed the sum of \$400.00 per lot, unless a greater assessment is recommended by the Board of Directors and approved by affirmative vote of the majority of the lot owners of record. The Board of Directors of the Property Owner's Association shall have the right, from time to time, to assess the owners of each lot, as a special assessment, such additional amounts as may be reasonably and necessarily required to provide for continued operation of the Property Owner's Association and the proper upkeep and maintenance of the subdivision common areas and facilities, provided, however, that no special assessment shall be levied against any subdivision lot unless and until a special assessment is approved by affirmative vote of the majority of the lot owners of record taken at a special meeting of the membership properly called in accord with the bylaws of the Property Owner's Association. All assessments herein authorized and made, whether general or special, shall be secured by a lien, without suit or legal procedure to establish such lien, on any lot if not paid within 90 days after the assessment is made, provided that the lien herein created securing payment of said assessment shall automatically become second and inferior to any voluntary lien, including the renewal or extension thereof, created on any lot or lots by the owner thereof or by a mechanic's lien, or builder's lien, for the purpose of construction of improvements. Such subordination of lien shall extend only for so long as such indebtedness is owing. In the event suit is required for collection of any delinquent assessment herein authorized, there shall be added to the amount due, the costs of suit together with interest at the legal rate of 9% per annum from the date due and such delinquent assessments, interest, attorney's fees and expenses, as may be fixed by the court, shall become a lien against the lot of the defaulting owner to be foreclosed upon in the

same manner as is provided under Missouri law for the foreclosure of mechanic's liens, absent the statutory notice and limitations periods. All assessments authorized hereunder are to be collected and disbursed by the officers of the Property Owner's Association at the direction of the Board of Directors of the Property Owner's Association. The amount assessed may be reduced or not collected in any given year without compromise to the right to collect the amount specified above on succeeding years. All property owned by the original owner and developer of the subdivision, Jackson Ridge Development, LLC shall be exempt from assessment.

23. There shall be permitted on each lot one sign of not more than five square feet erected by the owner or builder to advertise the property for sale during the initial construction sales period or any period thereafter during which the property is offered for sale. No other sign of any type or kind shall be displayed for public view on any lot except one professional sign of not more than one square foot.

24. These restrictions and protective covenants may be amended or abandoned by vote of the owners of record of three quarters of the existing lots within all phases of Jackson Ridge Estates, evidenced in writing by an instrument duly acknowledged and recorded in the office of the Recorder of Deeds for Cape Girardeau County, Missouri. When more than one person owns a particular lot or any interest therein, the concurrence of all such owners shall be necessary to entitle the owners of such lot or lots to vote for any such amendment or abandonment.

25. These covenants are to run with the land and shall be binding upon the parties hereto and all persons who claim by, through or under them, their heirs, assigns and grantees.

26. The original owner and developer, Jackson Ridge Development, LLC, the Property Owner's Association or any lot owner may enforce any part or all of these covenants by filing an action for enforcement of these covenants in the Circuit Court for Cape Girardeau

County. Should the original owner and developer, Jackson Ridge Development, LLC prevail in any action brought by Jackson Ridge Development, LLC against any lot owner for enforcement of these covenants, in addition to any other relief afforded by such action, Jackson Ridge Development, LLC shall be entitled to recover the it's court costs and attorney's fees attendant to the filing of such action.

IN WITNESS WHEREOF, the original owner and developer of the above described property, Jackson Ridge Development, LLC, has executed this Declaration this 2nd day of July, 2007.

JACKSON RIDGE DEVELOPMENT, LLC

By: [Signature]

Brandon O. Williams, Managing Member

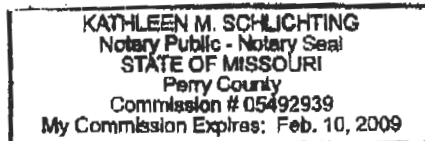
STATE OF MISSOURI)

) SS.

COUNTY OF CAPE GIRARDEAU)

On this 2nd day of July, 2007, before me personally appeared Brandon O. Williams, to me personally known, who being by me duly sworn, did say that he is the managing member of Jackson Ridge Development, LLC and said instrument was signed on behalf of Jackson Ridge Development, LLC with the full knowledge and authority of the members of the Jackson Ridge Development, LLC and said Brandon O. Williams acknowledged said instrument to be the free act and deed of Jackson Ridge Development, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 2nd day of July, 2007.



[Signature]
Notary Public
State of Missouri
County of Perry
My Term Expires: 2/10/2009