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and official seal affixed
at Jackson, MO. 12/22/2006

JANET ROBERT
Recorder of Deeds

Debbie Meyer Deputy

*Prestige Development
2628 Maria Rouse
Cape*

72pg
(Space above reserved for Recorder of Deeds Certification)

Title of Document:	Declaration of Restrictions and Protective Covenants for Laurel Grove Subdivision
Date of Document:	December 20, 2006
Grantor(s):	Laurel Grove Subdivision Prestige Development, LLC
Grantee(s):	Laurel Grove Subdivision Prestige Development, LLC
Mailing address of Grantees:	2628 Maria Louisa Lane Cape Girardeau, MO 63701
Legal Description:	See Exhibit "A", pages 14-15
Reference Book and Page(s)	Plat Book 23, Page 78

**DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR LAUREL GROVE SUBDIVISION**

- 1 **Coverage and Binding Effect.** These restrictions and protective covenants shall be binding upon and shall inure to the benefit of the owners of those lots lying within Laurel Grove Subdivision (the "Subdivision")
 - 1 1 Property Subject to Restrictions and Protective Covenants The property subject to the Restrictions and Protective Covenants set out herein shall be Lots Two (2) through Nineteen (19) of that property set out in the plat of Laurel Grove Subdivision on the plat of said Subdivision recorded in Plat Book 23 at page 78 in the land records of Cape Girardeau County.
- 2 **Homeowners Association.** Prestige Development, LLC, (which shall hereinafter, along with any successors or assigns, be collectively referred to as the "Developer") as the original owner and developer of those lands lying within the platted subdivision known as the Laurel Grove Subdivision, shall cause to be formed, as a non-profit corporation, a homeowner and community improvement association. The name of said Association shall be the Laurel Grove Homeowners Association (hereinafter the "Association".)
 - 2 1 Responsibilities of the Homeowners Association The Association shall be responsible for the implementation and enforcement of these Restrictions and Protective Covenants and the general maintenance and control of the Subdivision and its "Common Elements" (as defined in Section 2 6, below). The Association shall further be responsible for the collection and disbursement of those annual assessments levied against each lot, as herein authorized, and as may be necessary to fund operation of the 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 and the Common Elements
 - 2 2 Home Owners Association Board of Directors As is more fully set out in the Articles of Incorporation and By-laws of the Association, the Association shall be governed by a Board of Directors of three (3) in number who, upon election by affirmative vote of the voting members of the Association, shall serve such terms and shall hold such authority as provided within these Restrictions and Protective Covenants and the By-laws of the Association. The initial Board of Directors shall be comprised of three (3) members appointed by the Developer. Upon the sale, completion and occupancy of ten (10) homes, the Developer shall cause all of its appointed members to resign from the Board of Directors of the Association and those voting members of the Association shall elect three of their own to fill the vacant seat on said Board of Directors

- 2.3 Voting Rights Voting membership in the Association shall vest in a property owner upon the completion of and the occupancy of a home in the Subdivision. Prior to the time that voting membership vests in the property owner, all voting rights for said property owner's lot shall remain in the Developer. Voting upon matters submitted to the members of the Association shall be based upon one (1) vote for each lot. 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.
- 2.4 Association Meetings All annual and special meetings of the membership and the Board of Directors of the Association shall be called and conducted as provided within the By-laws of the Association.
- 2.5 Duration of the Association Once established, the Association shall remain a viable entity from year to year on a perpetual basis.
- 2.6 Transfer of Common Elements Prestige Development, LLC as the original owner and Developer of the Subdivision, shall have the right to convey to the Association and the Association shall accept conveyance of all common elements of the Subdivision, including, but not limited to, roadways, easements, lakes, common ground and signage (the "Common Elements"), upon completion of construction of the same or at such time as may be deemed appropriate in the sole discretion of Prestige Development, LLC. Nothing herein shall be construed to require conveyance of any such Common Elements to the Association against the will of Prestige Development, LLC. Notwithstanding the decision of Prestige Development, LLC not to transfer the Common Elements, the cost of maintaining, operating, and improving said Common Elements shall be borne solely by the Association. In the event that Developer transfers the Common Elements to the Association, Developer shall have the right to reserve unto Developer, as well as Developer's successors and assigns, one or more easements, rights of entry or other interest in said property as Developer at his sole discretion deems necessary. Without limiting the foregoing, Developer shall have a permanent easement across any and all roads and common elements existing now or hereafter for all purposes necessary to continue to develop real property and construct homes on property the Developer now owns or may later acquire.
3. **Design and Construction Specifications.** In the interest of insuring an aesthetically pleasing and consistent development, the construction of any dwelling on any lot shall be governed by the Association in the manner and to the extent set out below.

- 3 1 Establishment of Architectural Control Committee The Board of Directors of the Association shall have the right and duty to establish an Architectural Control Committee to oversee construction within the platted Subdivision. The Architectural Control Committee shall be composed of no less than two (2) members who may designate a representative to act for the committee. Neither the member of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee shall meet within seven (7) days after being appointed by the Board of Directors and at that first meeting shall designate a chairman and conduct such other business as may come before it. Notwithstanding the foregoing, so long as the Developer is actively constructing homes on lots subject to these Restrictions and Covenants, the Developer shall have the right, but not the obligation, to appoint all members of the Architectural Control Committee.
- 3 2 Approval of Architectural Control Committee Required Prior to Commencement of Construction No building may be erected, placed or altered on any lot within the platted Subdivision until the construction plans and specifications and a plot plan showing the location of the structure on the lot have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of exterior design with existing structures, and as to location of the building with respect to topography and finished grade elevation.
- 3 3 Items to be Submitted to the Architectural Control Committee The building plans and specifications submitted to the Architectural Control Committee shall consist of a plot plan, front elevation, landscape design and blueprints showing the floor plan of the residence and materials to be utilized in the construction thereof with full disclosure as to the exterior materials to be applied to the residence and specification as to the colors thereof. All home styles must be approved by Developer and must conform with the Laurel Grove neighborhood theme. The location of any structure to be placed upon a lot shall be staked out by the lot owner(s) and inspected and approved by the Architectural Control Committee before the commencement of construction. All structures placed upon any lot located within the platted Subdivision shall be designed and constructed in accordance with sound construction practices, with exterior construction, all excavation, fill and grading to be completed within twelve (12) months of commencement of construction, and the balance of construction, including all interior finish work, to be completed within twenty-four (24) months from the date that construction is commenced. The requirements and procedures set forth within this paragraph shall apply not only to dwelling units but also to any and all other structures which might be placed on any lot located within the platted Subdivision.

- 3 4 Plan Approval Process The Architectural Control Committee's approval or disapproval of construction plans and specifications, as required in these covenants, shall be in writing and shall be made within thirty (30) days of the date that all of the items set out in subsection 3 3 are received by the Architectural Control Committee. Receipt of the items required by subsection 3 3 shall be deemed to have occurred upon delivery of all the required items to the Chairman of the Architectural Control Committee. In the event the committee, or its designated representative, should fail to approve or disapprove any submitted plans and specifications within thirty (30) days after all items required by subsection 3 3 are received by the Architectural Control Committee or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the property owner shall be deemed to have fully complied with the related covenants. In the event the Architectural Control committee disapproves any plan, it shall set out in writing the particular items it finds objectionable and any recommended changes or alterations to the objectionable portions of the submitted plans.
- 3 5 General Restrictions on Dwellings Any dwelling to be built on any lot shall be of a single family residential design and shall be constructed from raw materials substantially assembled on site. No trailers, mobile homes, modular homes or pre-fabricated units of any kind shall be placed on any lot. The design and construction of any dwelling shall be consistent and compatible with other dwellings in Laurel Grove Subdivision. No A-frame, geodesic domes, pyramid, round or any other variant design shall be constructed
- 3 6 Minimum Square Footage Requirements. All dwellings constructed within the Subdivision shall meet the minimum square footage requirements set out on "Exhibit B" hereto. Developer retains the right to amend Exhibit 1 and allow variances to the minimum square footage as the Developer, in its sole discretion, deems necessary or reasonable
- 3 7 Below Grade Construction No basement or earthberme home shall be permitted within the Subdivision as a one-story structure.
- 3 8 Exterior Components. All dwellings constructed within the Subdivision shall meet the following requirements absent a variance obtained in writing from the Architectural Control Committee prior to the commencement of construction or during the course thereof Roofing shall have a pitch of 6/12 or greater All driveways and walks shall be of concrete or paver composition
- 3 9 Grade Alterations No lot surface may be lowered or raised in whole or in part so as to cause its surface water 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 the lot owner has obtained the prior written approval of the Board of Directors of the Association. Likewise, no piping, drain tile, or other method may be used to channel, gather or disperse surface water in a manner which causes surface water to leave the confines of the lot in a different location, quantity or force as existed at the time of transfer of that lot from the Developer, unless the lot owner has obtained the prior written approval of the Board of Directors of the Association.

- 3.10 Excavation Materials. 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 Elements within the Subdivision as directed by the Developer.
- 3.11 Re-subdivision and Amendment of Plat No lot lying within the platted Subdivision may be re-subdivided without the prior written consent and approval of the Developer. Such approval shall be evidenced by an amended plat signed by the Developer or his successors in interest and recorded in the land records of the Cape Girardeau County, Missouri Recorder of Deeds. If the Developer is not willing or able to act on any request for re-subdivision or combination, such power shall vest in the Board of Directors. Notwithstanding the foregoing, the owner of two adjacent lots may, for the purpose of these Restrictions and Protective Covenants, proceed as if the two lots were as one. The use of two or more lots for a single dwelling shall not reduce the pro rata share the owner of said lots shall be assessed under any section or subsection of these Restrictions and Protective Covenants. So long as Developer or its successor in interest owns any Lots within the Subdivision, Developer shall have the right to amend or modify the plat of the Subdivision without the consent of the other Lot Owners, so long as such amendment or modification is made on Lots and the easements thereon that are owned by Developer or its successors in interest.
- 3.12 Lot Set Backs No structure or any part thereof may be located on any lot outside of the approved building envelope as set and approved by the Architectural Control Committee and the City of Cape Girardeau, Missouri.
- 3.13 Outbuildings No out buildings, detached garages, storage buildings or sheds will be permitted unless approved by the Architectural Control Committee.
- 3.14 Fences All fences must be constructed of vinyl material, powder coated aluminum, wood, wrought iron or other similar material deemed suitable by the Architectural Control Committee. The Architectural Control

Committee shall approve all materials, designs, locations and alterations of fences. At least ten (10) days prior to the construction of any fence, the proposed location of said fence must be staked by a licensed Missouri Surveyor and to provide the Architectural Control Committee and any abutting lot owner the opportunity to inspect the proposed location of said fence. In addition to the foregoing restrictions and requirements, a sample of any proposed fencing material must be provided to the Architectural Control Committee for approval prior to commencement of construction of any fence. The Architectural Control Committee shall approve or disapprove of the location and composition of any proposed fence within ten (10) days after receipt of said materials and the staking of the proposed fence location. No chain link fence of any type or kind may be permitted as a pool enclosure or permitted for any other purpose within the platted Subdivision.

- 3 15 Mailboxes. All mailboxes and posts shall be the same in the Subdivision and shall be selected by the Developer. Only the street name and number shall be permitted on the mailbox with a font selected by the Developer.
- 3 16 Landscaping Structures. No wall, retaining wall, or other such structure, may be erected, placed or altered on any Subdivision lot absent the prior written approval of the Architectural Control Committee.
- 3 17 Swimming Pools. No above ground pools shall be permitted within the platted Subdivision. The plans and specifications for in-ground pools shall be submitted to and approved by the Architectural Control Committee prior to commencement of construction thereof under the same procedures set forth above and for approval by the Architectural Control Committee of dwellings, garages, and other structures to be placed upon any lot located within the platted Subdivision. All in-ground pools shall be properly fenced or other appropriate measures shall be taken to adequately cover and enclose or secure the pool area. Plans and specifications to be submitted to the Architectural Control Committee for any in-ground pool to be constructed within the platted Subdivision shall include specifications as to the type of fencing or other safety measure to be employed in constructing the pool. The type and kind of fencing or other such safety measures and the materials to be utilized in the construction thereof shall be subject to the approval of the Architectural Control Committee, in its sole discretion.
- 3 18 Satellite Dishes and Antennae. Satellite dishes not larger than twenty-four (24) inches and outside television antennae shall be permitted within the Subdivision, but only if attached to the main residence structure or otherwise located behind the rear line of the residence structure. Satellite

dishes and antennae shall be subject to the set back restrictions set forth herein for all other structures to be located upon any Subdivision lot.

- 3.19 Exterior Items No trampolines shall be permitted outside of residence. No children's toys or other recreational items shall be permitted to remain outside of a residence or garage overnight. No temporary or out of ground basketball or basketball type goals shall be permitted outside of a residence. No batting cages shall be permitted outside of a residence.

- 4 **Use of Property.** The Subdivision lots, roadways, Common Elements and easements are intended for residential purposes only. No product or service may be manufactured, held or offered for sale from within the bounds of the platted Subdivision nor shall there be any commercial activity whatsoever conducted from within the platted Subdivision absent a grant or prior written consent for such activity by the Board of Directors of the Association. Further, the use of any property shall be limited as set forth below.

- 4.1 Storage of Vehicles. No boat, aircraft or other recreational or utility vehicle or riding lawn mower may be placed upon any Subdivision lot for a period in excess of four (4) hours unless placed within an enclosed garage or approved outbuilding. There shall be no on-street parking permitted within the platted Subdivision. In no event shall any commercial vehicle, wrecked, derelict, or unlicensed vehicle be stored on or about any lot, unless located within a garage.

- 4.2 Temporary Structures No structure of a temporary character, such as a mobile home, trailer, basement, tent, shack, garage, barn, or other outbuilding may be used on any lot at any time as a residence either temporarily or permanently.

- 4.3 Signs. No sign of any kind may be displayed for public view on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale.

- 4.4 Animals and Livestock No animals, livestock, or poultry of any type or kind, including but not limited to, pigeons, poultry, cattle, hogs, birds, rabbits, reptiles, and exotic animals may be raised, bred or kept on any lot except that domestic dogs and cats may be kept on any Subdivision lot provided such animals are not kept, bred or maintained for any commercial purpose. Any dogs or cats kept upon any Subdivision lot shall be properly restrained and kept on that lot. Enclosures for any dogs or cats permitted to be kept or held under these restrictions shall be subject to the general restrictions herein contained with respect to the placement or construction of fencing or other structures upon Subdivision property. Any such animals found at large within the Subdivision may be picked up.

by the Association and transported to a local animal shelter at the expense of the owner(s) of the lot from which said animal was or had been kept.

- 4.5 Trash and Garbage No lot may be used or maintained as a dumping ground for rubbish. 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. The cost for removal of such accumulation of rubbish shall be assessed to the lot owner and if not paid within thirty (30) days from the date of the assessment, said assessment shall constitute a lien against the premises which may be perfected and enforced by the Association in the same manner that maintenance assessments are to be levied and enforced. Household trash, garbage or other waste shall not be kept except in sanitary containers.
- 4.6 Nuisances Nothing shall be done or maintained on any lot or on the Common Elements which may be or become a nuisance to the Subdivision. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.
- 4.7 Lawns and Landscaping Each lot owner shall have an established lawn within six (6) months of the occupancy of any dwelling. Landscaping in substantial conformance with the landscaping plan submitted to the Architectural Control Committee shall be substantially completed no later than twelve (12) months after the occupancy of any dwelling. No weeds, underbrush or other unsightly growth may be permitted to grow or remain upon any lot within the platted Subdivision. Lawns shall be maintained at a height not to exceed seven (7) inches. All undeveloped lots shall be maintained in such a manner that vegetation thereon except trees, shrubs and bushes shall be maintained at a height not to exceed seven (7) inches.
- 4.8 Utility Vehicles Other than the Developer, no lot owner may operate or permit the operation of any two wheel, three wheel, or four wheel utility vehicle on any lot, roadway or upon the Common Elements of the Subdivision.
- 4.9 Developer Use of Property Notwithstanding the provisions of Sections 4.1 – 4.8 of these Restrictions and Protective Covenants, said provisions shall not apply to any lot within the platted Subdivision owned by the Developer that is undeveloped or during the construction of a dwelling on any lot within the platted Subdivision.
5. **Assessments.** The Board of Directors of the Association shall have the right to assess the owners of each lot as of January 1, 2007, and each succeeding January

thereafter, such sums, if any, as may be deemed necessary for the upkeep and maintenance of the Subdivision Common Elements and for the management of Association. Initially, no assessment for any one (1) year shall exceed the sum of \$360.00 per unimproved lot and \$960.00 per improved lot. If construction has been commenced on any structure to be located upon any Subdivision lot, that lot shall be deemed an improved lot for assessment purposes. After one (1) year, the Board of Directors of the Association shall have the right, from time to time, to change and amend the initial assessment amount. In addition, the Board of Directors of the 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 Association and the proper upkeep and maintenance of the Subdivision Common Elements 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 voting members of the Association at a special meeting of the membership properly called in accord with the By-Laws of the Association. For purposes of special assessments, there shall be no differentiation in the amount of assessment for unimproved lots and the amount of assessment for lots with a residence structure. 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 ninety (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, materialman's 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 of suit, there shall be added to the amount due, the cost of suit together with interest at the legal rate of nine percent (9%) per annum from the date due and such attorney's fees and expenses as may be fixed by the court. The amount so found by the court to be due 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. All assessments authorized hereunder are to be collected and disbursed by the officers of the Association at the direction of the Board of Directors of the 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. Notwithstanding the foregoing, the Board of Directors of the Association shall not have the right to assess Developer for any lot held in the name of Prestige Development, L.C., unless said lot is improved with a residential structure that is occupied as a residence.

6. **Abatement of Nuisance.** In the event the Developer or the Association determines, in its/their sole discretion, that a property owner has failed to maintain his lot within the platted Subdivision in accordance with the provisions contained within these restrictions and covenants, the Developer or the Association, as the case may be, shall have the right and power to remedy any such violation and

assess the violating property owner the full cost expended to remedy any such violation. Any such assessment shall be considered a lien on the violating lot as provided in Section 9 8 below

7 **Limitations on Restrictions and Covenants.** Notwithstanding any other provisions contained within these restrictions and covenants, said restrictions and covenants are limited as follows.

7 1 Developer's Right to Maintain Sales Office. The Developer, its principals, successors and assigns as well as their invitees and guests shall have the right to operate and maintain a sales office, construction office, storage facility, certain other facilities on such lots of the Subdivision as they deem necessary and said parties shall have the right to use those facilities for any reasonable commercial purpose. By this subsection, any use as described herein shall not be a violation of any restriction, covenant or obligation herein contained.

7 2 Variances Developer, in its sole discretion, shall have the right to allow a variance from these Restrictions and Protective Covenants for any Lot contained within the platted Subdivision. Any such variance shall be effective upon a document describing the variance being signed and recorded by the Developer in the Office of the Cape Girardeau County Recorder of Deeds

8 **Miscellaneous Provisions.**

8 1 Coverage of Restrictions and Protective Covenants. The owners of those lots lying within the platted Subdivision, their grantees, heirs, executors, administrators, successors and assigns shall be subject to compliance with the Restrictions and Protective Covenants contained herein All lot owners shall have the privilege to use Subdivision Common Elements subject to any rules or regulations with respect to the use of the same which may be prescribed from time to time by the Association Except for those rights granted to the Developer in Section 2.6 of these Restrictions and Covenants, the Subdivision roadways, Common Elements and easements are for the sole use and benefit of the members of the Association and their immediate family members, guests and invitees.

8 2 Restrictions and Protective Covenants Run with the Land. Subject to amendment as provided in 8 10, these Restrictions and Protective Covenants shall run with and bind those lands lying within the platted Subdivision and shall inure to the benefit of and be enforceable by the Developer, the Association, or the owner(s) of any property subject to these restrictions and protective covenants, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date this declaration is recorded, after which time said

restrictions and protective covenants shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds (2/3) of the lots had been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the developer and/or the Association and/or lot owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of said conditions, covenants or restrictions

- 8.3 Attorney's Fees. The expense of any litigation instituted to enforce these Restrictions and Protective Covenants shall be borne by the offending owner or owners, provided that such proceeding results in a finding that such owner(s) was in violation of these restrictions and protective covenants. The expense of litigation shall include reasonable attorney's fees incurred by the party seeking the enforcement of these restrictions and protective covenants
- 8.4 Deed Language Each transfer deed on any lot shall contain a reference to these Restrictions and Protective Covenants and any amendments hereto and shall affirmatively incorporate in said terms hereof, including any amendments thereto.
- 8.5 Obligation to Maintain Dwelling. Each owner shall, at his sole cost and expense, maintain and repair his dwelling, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction
- 8.6 Abandonment In the event that any lot or home within the Subdivision is abandoned by the owner thereof, the Developer shall have the right to claim and take title to such property, to the exclusion of all others, if it desires to do so. In the event Developer does not wish to exercise this right, then the Association acting by and through its Board of Directors shall have the right to take all actions it deems necessary to protect the integrity of the Subdivision and the value of the lots therein. For the purposes of this paragraph, a property shall be deemed to be abandoned when after examination of all the facts and circumstances available, a reasonable person would conclude that the lot or home was no longer occupied. Without limiting the foregoing, a lot shall be deemed to be abandoned if the residential structure on said lot is not completed in the time frames set out in Section 3.3 of these Restrictions and Covenants.
- 8.7 Notices Any notices required to be sent to any member or owner under the provisions of these restrictions and protective covenants shall be deemed to have been properly sent when mailed, post-paid, to the last

known address of the person who appears as the record owner on the records of the Association at the time of such mailing

- 8.8 Assessments and Liens 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 ninety (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, materialman's 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 of suit, there shall be added to the amount due, the cost of suit together with interest at the legal rate of nine percent (9%) per annum from the date due and such attorney's fees and expenses as may be fixed by the court. The amount so found by the court to be due 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. All assessments authorized hereunder are to be collected and disbursed by the officers of the Association at the direction of the Board of Directors of the 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. Notwithstanding the foregoing, the Board of Directors of the Association shall not have the right to assess Developer for any lot held in the name of Prestige Development, LLC, unless said lot is improved with a residential structure that is occupied as a residence.
- 8.9 Savings Clause. Invalidation of any one or more of these Restrictions and Protective Covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect
- 8.10 Amendment. For so long as the Developer owns any undeveloped lots in the Subdivision, the Developer reserves and shall have the right (i) to amend this Declaration, but all such amendments shall conform to the general purposes and standards of the restrictions herein contained; (ii) to amend this Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, and (iii) to add any additional covenants or restrictions which do not lower the standards of the covenants herein contained, but further burden the Subdivision. Further, the Association may amend any provision of this Declaration at any time, but only upon approval by three-fourths (3/4) of the votes of the entire membership and the approval of the Developer, provided Developer or its successor in interest still owns any lots in the Subdivision. Any such amendment shall be effective upon the recording of an instrument signed by the duly elected president of the Association.

- 8 11 Headings The headings and titles used herein are for ease of identification and organization. No heading shall be deemed to limit, expand or otherwise modify the content of the section or subsection which it precedes
- 8 12 Gender. If used herein, pronouns referencing the male gender shall include and refer also to the female gender and pronouns referencing the female gender shall include and also refer to the male gender
- 8 13 Effective Date These restrictions and protective covenants shall become effective upon recordation of same in the Office of the Recorder of Deeds for Cape Girardeau County, Missouri

DEVELOPER

Prestige Development, LLC

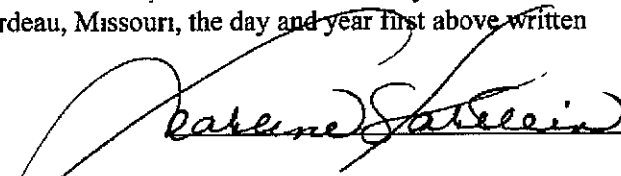


Kenneth R. Pincksten, Managing Member

STATE OF MISSOURI)
) ss
COUNTY OF CAPE GIRARDEAU)

On this 20th day of December, 2006, before me personally appeared Kenneth R Pincksten, to me personally known, who being duly sworn did say that he is the Managing Member of Prestige Development, LLC, a limited liability company of the State of Missouri, and that said instrument was signed on behalf of the Limited Liability Company, acknowledged said instrument to be the free act and deed of the Limited Liability Company

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cape Girardeau, Missouri, the day and year first above written



Notary Public

My Commission Expires _____

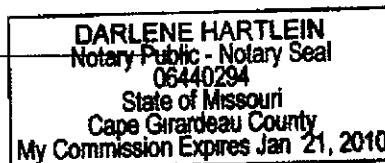


EXHIBIT A

A part of the East Half of the Northeast Quarter of Section 26, Township 31 North, Range 13 East of the Fifth Principal Meridian, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows

Beginning at the intersection of the south right of way line Lexington Avenue and the east line Section 26, from which point the northeast corner of Section 26 bears North $00^{\circ} 56' 02''$ West, 30 00 feet, thence South $00^{\circ} 56' 02''$ East, 597.47 feet along the east line of Section 26 to the prolongation of the north right of way line of Jasmine Avenue (formerly known as Azalea Drive); thence South $88^{\circ} 59' 48''$ West, 757 12 feet along the said prolongation to the centerline of a creek branch; thence along said centerline the following courses and distances: North $35^{\circ} 47' 25''$ East, 60.70 feet; thence North $48^{\circ} 55' 14''$ East, 99.09 feet, thence North $25^{\circ} 11' 49''$ East, 81.00 feet; thence North $16^{\circ} 02' 32''$ East, 229 78 feet; thence North $05^{\circ} 05' 52''$ East, 62 29 feet; thence North $29^{\circ} 39' 41''$ East, 151.11 feet to the south right of way line of Lexington Avenue, said point being the beginning of a non-tangent curve concave to the southeast having a radius of 410.75 feet and a central angle of $05^{\circ} 03' 49''$, from which point the chord bears North $86^{\circ} 33' 58''$ East; thence in a northeasterly direction along said curve and right of way line 36 30 feet; thence North $89^{\circ} 05' 52''$ East, 422 61 feet along said right of way line to the point of beginning, containing 8 04 acres, more or less

LESS AND EXCEPT THE FOLLOWING

THAT PART OF THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 31 NORTH, RANGE 13 EAST IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI DESCRIBED AS FOLLOWS

Commence at the Northeast corner of said Section 26; thence with the East line of said Section 26 South $00^{\circ} 52' 51''$ East, 30 00 feet, to the point of beginning, thence continuing along said line South $00^{\circ} 52' 51''$ East, 174 04 feet, to the point of curvature of a curve to the right, having a radius of 20 feet, and an included angle of $90^{\circ} 00' 00''$, thence along the arc of said curve a distance of 31 42 feet, thence South $89^{\circ} 07' 40''$ West, 233.46 feet, thence North $00^{\circ} 12' 57''$ West, 193.36 feet, to a point on the South line of Lexington Avenue, thence with said South Line, North $89^{\circ} 05' 52''$ East, 251 24 feet; to the point of beginning and containing 1 12 acres, more or less, subject to any easements of record

AND

THAT PART OF THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 31 NORTH, RANGE 13 EAST IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, DESCRIBED AS FOLLOWS

Commence at the Northeast corner of said Section 26, thence with the East line of said Section 26 South $00^{\circ} 52' 20''$ East, 30.00 feet, to a point on the South Right of Way line

of Lexington Avenue, thence with said Right of Way line South $89^{\circ} 06' 23''$ West, 251.24 feet, to the point of beginning, thence continuing South $89^{\circ} 06' 23''$ West, 171.92 feet; thence along the arc of a curve to the Southwest being concave to the Southeast and having a radius of 410.75 feet and a distance of 36.30 feet, (the chord of said arc bears South $86^{\circ} 34' 29''$ West, 36.29 feet), to a point on the East line of Rivendell Court Subdivision, a subdivision of file in the land records of Cape Girardeau County in Plat Book 22 at Page 98, said point also being on the centerline of an existing creek, thence with said line South $29^{\circ} 40' 12''$ West, 151.11 feet, thence South $05^{\circ} 06' 23''$ West, 62.29 feet; thence leaving said line North $89^{\circ} 06' 23''$ East, 118.21 feet; thence along the arc of a curve to the Northeast being concave to the Southeast and having a radius of 52.00 feet and a distance of 101.93 feet, (the chord of said arc bears North $84^{\circ} 17' 20''$ East, 86.38 feet); thence along the arc of a curve to the Southeast being concave to the Northeast and having a radius of 20.00 feet and a distance of 17.91 feet, (the chord of said arc bears South $65^{\circ} 12' 48''$ East, 17.32 feet), thence North $89^{\circ} 07' 40''$ East, 69.33 feet; thence North $00^{\circ} 12' 57''$ West, 193.96 feet, to the point of beginning and containing 48,311 square feet (1.11 acres) more or less, subject to any easements of record.

EXHIBIT B

All one-story residential structures shall be no less than 1500 square feet above ground or first level. All square footage excludes basements, garages, porches and decks.

All one and one-half story residential structures shall be no less than 1000 square feet above ground or on the first level and shall be no less than 700 square feet on the second level. All square footage excludes basements, garages, porches and decks.

All two-story residential structures shall be no less than 900 square feet on the first floor and shall be no less than 900 square feet on the second level. All square footage excludes basements, garages, porches and decks.