

DECLARATION OF COVENANTS AND RESTRICTIONS FOR AUTUMN RIDGE

KNOW ALL MEN BY THESE PRESENTS, that whereas L & F, L.L.C., a Missouri limited liability Company ("Developer"), is the owner of certain real property located in Benton County, Missouri, and described as Autumn Ridge, a platted subdivision in Benton County, Missouri (the "Development").

WHEREAS, Developer is desirous of promoting and enhancing the value of the Development by stabilizing residential values; and

WHEREAS, It is the purpose and intention of this declaration to preserve the Development as a restricted residential and recreational neighborhood, and to protect the same against certain uses by the adoption of a common neighborhood plan and scheme of restrictions; and

WHEREAS, It is further the purpose and intention of Developer to apply such plan and restrictions on all of the Development and every parcel thereof as it may be sold from time to time, and also in favor of all parcels within the area, and to mutually benefit, guard and restrict the present and/or future title holders or occupants of any and all said parcels and to foster the health, welfare, and safety of all who own land or reside in the Development; and

WHEREAS, All reservations, limitations, conditions, easements, restrictions and covenants herein contained (any and all of which are hereafter termed "Restrictive Covenants", "Covenants" or "Restrictions") are jointly or severally for the benefit of persons who may purchase, hold or own from time to time, any of the several lots, tracts or parcels covered by this instrument, and are intended to run with the land and be mutually enforceable.

NOW THEREFORE, Developer does hereby impose the following Covenants and Restrictions against the Development as set forth hereafter:

1. These Covenants are applicable to all of the Development, and all other land and/or additions that may be added to the Development from time to time in the future. These Covenants shall run with the land and shall be binding upon all parties hereto and all persons claiming under them including lot, tract and parcel purchasers and

owners. The use and enjoyment of each lot, tract and parcel in the Development is subject to the rights and powers of the Developer established in this instrument and these Restrictive Covenants, or as the same may hereafter be amended. These Restrictive Covenants are mutually enforceable by the Developer on each purchaser or owner and shall be applied uniformly to every lot, tract or parcel in the Development.

2. All building sites in the Development shall be limited to one (1) single family dwelling. Any improvements shall be completed on the exterior within six (6) months after construction starts. All garages and other buildings shall be sightly, of neat construction, and of a character to enhance the value of the property. Mobile homes, double wide structures, modular homes, trailers and campers shall not be placed on any lot, tract or parcel for living purposes and no temporary, flimsy, or unsightly building or structure shall be placed on any lot, tract or parcel. All improvements must be new construction, and no buildings may be placed on any property in the Development that are constructed elsewhere. All homes or other building must have a permit from Developer before construction begins.
3. All constructed dwellings shall face the street, no part thereof shall be nearer than twenty-five (25) feet from the front lot line, and the distance from each side of the dwelling shall be no closer than five (5) feet from the side of the line of said lot and be constructed of new materials without written consent of the Developer. All residences shall contain a minimum of 1200 square feet on the main floor.
4. All contractors and builders building dwellings within the Development must be approved by the Developer before construction begins. All building plans and exterior color combinations must be approved by the Developer before building begins. Only County or State approved septic and disposal systems with all applicable permits shall be allowed. Developer reserves the right (but not the obligation) to install a central sewer system and/or a central water system, and assess the lots, tracts and parcels for the costs applicable to any such system, including a \$2,000. hook up fee. Unless and until such sewer system is completed, before improvements are erected on any lot, tract or parcel purchased in the Development, the purchaser thereof shall submit a proposed waste water disposal system plan to the Developer who shall issue a permit upon approval of the proposed plan. No construction shall begin upon a waste water system without a permit.
5. In the event a central sewer system, or a central water system is installed, each lot, tract and parcel which is sold and developed shall be required to hook up, use and pay assessments for any such system. Nothing contained herein shall be deemed to require Developer to construct or provide access to any such sewer or water system.
6. No debris, trash or unsightly accumulation of material or junk shall be allowed to remain on the premises, and outside storage facilities will be permitted only if prior approval thereof has been obtain from the Developer in writing.
7. All material used for the construction of the outside of the dwelling shall be new. All

dwellings and buildings shall comply with all applicable State and county development and building code regulations.

8. Other than real estate "for sale" signs which are permitted, no signs may be placed or maintained on any lot, tract or parcel without prior written approval of the Developer other than the name or address of the owner, which signs shall be no larger than two (2) feet long and one (1) feet wide. After construction on a lot, tract or parcel begins, each lot, tract or parcel must be mowed and kept free of weeds and underbrush for the general appearance of the Development and prevention of fire.
9. No animals shall be kept, maintained or raised in the Development except house pets, which shall be kept on a leash when on said premises when not in an enclosure. No poultry or livestock such as horses, cattle or pigs, shall be stabled or permitted to be kept within the confines of the Development. No kennel or other commercial operation for the raising of any type of animal shall be permitted. No noxious or offensive activity shall be carried on any lot, tract or parcel nor shall anything be done there on which may become a nuisance or annoyance.
10. The purchasers and lot, tract or parcel owners shall have the right to use all land delineated, set apart, deeded or dedicated by the Developer as roads, streets, drives, lanes or circles, or other means of ingress or egress within the Development.
11. All lots, tracts and parcels shall be subject to assessments for roads, streets, common areas, and if applicable, water and/or sewer systems. Each lot, tract or parcel purchaser or owner shall timely pay the assessments, or be subject to having a lien imposed upon their property by the Developer which may, upon due notice, be foreclosed by the Developer in accordance with laws applicable to foreclosing liens, for the mutual benefit of all lots, tracts or parcels in the Development. The assessments shall be at the rate of \$150.00 per lot, tract or parcel per year and can be raised a limit of \$25.00 per year, provided however additional raises and assessments may be imposed by a vote of a majority of the lot, tract or parcel owners who are allowed to cast one vote per lot. Developer will not be obligated to pay assessments on any lot, tract or parcel until sold to a third party, but shall be entitled to a vote for each such lot Developer owns.
12. These Covenants are several and separate. Invalidation of any of said Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
13. These Covenants and Restrictions shall remain in full force and effect for twenty years after the date of recording and shall automatically renew for successive twenty year periods unless revoked. Subject to the requirements of obtaining Developer's consent, as set forth in **Paragraph 15** herein, these Covenants and Restrictions may be amended or revoked at any time, and from time to time by a majority vote of the lot, tract or parcel owners who shall cast one vote per lot, tract or parcel.

14. An easement is reserved over all lots adjoining Autumn Ridge Road, as shown on the plat, for the installation and maintenance of utilities and for roadway purposes.
15. Upon the sale of all lots, tracts or parcels in the Development, or at any time prior to such time this Developer may, but is not required, assign Developer's rights contained in this instrument to an association of the property owners in the Development. Notwithstanding anything to the contrary set forth herein, these Restrictions may not be amended or revoked without the express written consent of Developer, its successors or assigns as long as Developer owns any property within the Development, or any additional property added to the Development pursuant to **Paragraph 16**.
16. Developer reserves the right to include additional property in the future in the Development to be a part of the Development covered by these restrictions. Such additional property may be subdivided into lots, tracts or parcels, and the owners of each such lot, tract or parcel shall have a vote in matters pertaining to these Covenants and Restrictions in the same manner as if such additional property was included in these Covenants and Restrictions at this time. Among it's rights reserved under **Paragraph 18** herein, Developer expressly reserves the right to amend these Covenants and Restrictions at a future date to include such additional property.
17. Enforcement of these restrictions and conditions may be at law or equity against any person or persons violating or attempting to violate any of these covenants either to restrain the violation or recover damages. The party violating any of these covenants or restrictions shall be liable to the Developer or its assigns for reasonable attorney's fees incurred in enforcing these restrictions.
18. Any of the foregoing restrictions may be amended, abrogated or modified upon written notice by the Developer without further consent from the property owners, as long as Developer is an owner of property within the Development (or additional property added under **Paragraph 16** herein). Developer further reserves the right to amend the plat for such Development without further consent of the property owners, provided any such amendment will not change the size, shape or location of any property sold.

IN WITNESS WHEREOF, the Covenants and Restrictions are entered into as of _____, 2004.

L & F, L.L.C.

BY: 

NORMAN FREDDY BEAMAN, MEMBER

BY: 

BENJAMIN LUKE BEAMAN, MEMBER

STATE OF MISSOURI)
)SS.
COUNTY OF BENTON)

On this 23rd day of September, 2004, before me, a notary public, personally appeared Norman Freddy Beaman and Benjamin Luke Beaman, to me personally know, who, being by me duly sworn, did say that they are Members of L & F, L.L.C., a limited liability company of the State of Missouri, and that the said instrument was signed and sealed on behalf of said limited liability company, by authority of its Members; and said Norman Freddy Beaman and Benjamin Luke Beaman acknowledged said instrument to be the free act and deed of said limited liability company.

In testimony whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Jodi E. Karr
Notary Public

My Commission Expires: April 22, 2007

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JODI E. KARR
Notary Public - State of Missouri
County of Benton
My Commission Expires Apr. 22, 2007