

Amendment to:
DECLARATION OF RESTRICTIONS,
COVENANTS AND CONDITIONS
OF
THE LAKES AT SHUYLER RIDGE

ARTICLE IX
USE AND BUILDING RESTRICTIONS

Section 1: The following restrictions are imposed upon each residential Lot for the benefit of all owners and the Developer.

Section 2: Single-Family Residential Use. All Lots shall be used, improved and devoted exclusively as a one-family dwelling and no gainful occupation, profession, trade, or other nonresidential use shall be conducted on any such Lot. Nothing herein shall be deemed to prevent the leasing of any such dwelling from time to time, by the Owner thereof, subject to all of the provisions of the Declaration.

Section 3: Structures. All Lots shall be subject to the following restrictions:

(a) No structure whatever shall be erected, placed or permitted to remain on any Lot except a detached one-family dwelling, together with:

- (1) At the minimal an attached private two car garage, provided that the Architectural Committee, in its sole discretion, may give written consent to a detached garage; and /or
- (2) A detached utility building of not more than 150 square feet. The overall appearance, materials and color of the building shall be compatible with the architectural style of the house, with an overall height of no more than ten (10) feet and the structure must first be approved by the Architectural Committee.

(b) The front of all dwellings shall be constructed of maintenance free materials, such as brick, stucco, or other approved materials approved by the Architectural Committee in writing. The front of dwellings may be constructed of a combination of such materials, but all such materials must be approved by the Architectural Committee in writing, whether or not the materials are to be used in combination.

(c) All ranch-style or split-level dwellings in THE LAKES AT SHUYLER RIDGE shall be of such size as to afford not less than 1,350 square feet of heated, non-garage living space on the main entrance level, exclusive of open porches or garages. All two-story dwellings shall be at least 1,000 square feet on the main floor of heated, non-garage living space and a total of at least 1,800 square feet of living space for entire dwelling.

(d) Roofs may be asphalt composition of a laminated architecture design, with a minimum of 8/12 pitch. 3-tab shingles are not approved.

(e) Carports are not permitted.

Section 4: Animals. No animals, fowl, or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any property within THE LAKES AT SHUYLER RIDGE, and then only if they are kept solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No doghouse, structure or pen for the care, housing or confinement of any animal shall be constructed or maintained unless it is in a fenced rear yard, and is approved under Article VIII. Upon the written request of the Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally recognized house pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein. Pets shall not be allowed loose or unsupervised on any part of the Properties and walking of pets shall be on a leash and allowed only on such portions of the Properties as the Board may prescribe by its Rules and Regulations.

Section 5: Antennas. No exterior antenna or other device for the transmission or reception of electronic signals shall be erected, used or maintained outdoors on any Lot, unless approved by the Architectural Committee, which shall have the sole discretion to decide such matters. Direct satellite dish receivers for television reception shall be permitted, provided that the dish is firmly mounted to the house located on the Lot where it is installed, and provided that it is not larger than the 18" direct satellite dish presently marketed by Direct TV and Dish is so located that it is not visible from any location along and within six (6) feet above the street in front of the Lot where installed. All such direct satellite dish receivers, and the location and method for the mounting thereof, shall be approved by Architectural Committee before being installed.

Section 6: Improvements and Alterations. No building, fence, wall, residence or other structure shall be commenced, erected, improved, or structurally altered, without the prior written approval of the Architectural Committee. The exterior surface of a single family structure shall not be painted (other than painting with the same color of paint as previously existed) or changed in any manner without the prior written approval of the Architectural Committee (See Article VIII).

Section 7: Temporary Occupancy. No trailer, van, mobile home, motor home, modular home, incomplete building, tent, shack or garage and no temporary building or structure of any kind shall be used at any time for a residence on any property within THE LAKES AT SHUYLER RIDGE. Temporary buildings or structures used during the construction of a dwelling on any such property shall be subject to the rules of the Board and shall be removed immediately after the completion of construction.

Section 8: Motor Vehicles and Trailers.

(a) No mobile or motor home, trailer of any kind, truck larger than ½ ton, camper, boat, or permanent tent or similar structure shall be parked, kept, maintained or repaired upon any property or street (public or private) within THE LAKES AT SHUYLER RIDGE, for more

than 48 hours and may not be in the street at anytime, in such a manner as will be visible from neighboring property; nor shall any motor vehicle of any kind be constructed, reconstructed or repaired on public or private property within THE LAKES AT SHUYLER RIDGE, provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs, or temporary construction shelters or storage facilities approved by the Architectural Committee and used exclusively in connection with the construction of any improvement.

(b) Any motor vehicle which is, in the sole discretion of the Board, unsightly or not in keeping with motor vehicles owned by THE LAKES AT SHUYLER RIDGE residents, or is a service vehicle or pickup truck with a camper top or similar top shall be parked in the garage overnight, and shall not be parked in THE LAKES AT SHUYLER RIDGE between the hours of 12 midnight and 5:00 a.m. in such a manner as will be visible from neighboring property.

Section 9: Motor Vehicles – Excessive Noise. If the Board determines that any motor vehicle is creating loud or annoying noises by virtue of its operation within THE LAKES AT SHUYLER RIDGE, such determination shall be conclusive and final that the operation, upon notice by the Board to the Owner or operator thereof, shall be prohibited within THE LAKES AT SHUYLER RIDGE.

Section 10: Landscaping and Lawns.

(a) Completion. Each Owner shall complete the landscaping required by the Architectural Committee prior to occupying the premises, unless the Architectural Committee shall approve a delay based on weather conditions.

(b) By Owner. Each Owner of a Lot within THE LAKES AT SHUYLER RIDGE shall keep all shrubs, trees, grass and plantings, including the area located between the boundary line of his property and the street on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Each Owner(s) shall keep a minimum of one (1) tree, each tree a minimum of five(5) feet in height, in the front lawn of the Owner's lot, and shall place a strip of gravel, or other materials approved by the Architectural Committee, not less than three (3) feet in width along the front of the dwelling, in which shrubs shall be planted at intervals of not more than every five (5) feet. All front and side yards to be sod. In the event that any Owner fails to maintain his lawn, landscaping or plantings as provided herein, the Association, or its agents, may enter upon said Lot and may do so, and the Owner shall reimburse the Association for its costs, upon demand. The Association may enforce collection of same in the same manner as if such costs were an assessment and shall have all powers and rights to so collect as set forth in Article VII above.

(c) By the Association. The Association, and its agents, shall have the right, at any time, to plant, replace, maintain, and cultivate shrubs, trees, grass and plantings on the Common Area, and on any easements of record over an Owner's Lot. The Association or its authorized agents shall not be liable for trespass, for so doing.

Section 11: Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within THE LAKES AT SHUYLER RIDGE, and no

odors shall be permitted to arise therefrom so as to render any such Lot or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. The Board in its sole discretion shall have the right to determine the existence of any such nuisance and for the purposes of this Declaration such determination shall be conclusive.

Section 12: Repair of Buildings. No building, structure or fence upon any Lot within THE LAKES AT SHUYLER RIDGE shall be permitted to fall into disrepair, and each such building, structure or fence shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 13: Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within THE LAKES AT SHUYLER RIDGE, except in covered containers of a standard type approved by the Association. The Association shall select a company for weekly trash disposal service for THE LAKES AT SHUYLER RIDGE. All residents of THE LAKES OF SHUYLER RIDGE shall be required to use this company and no other trash disposal service shall be permitted. All Containers must be kept near the home and shall not be set out on the curb until the night before pick up and must be wheeled back up the evening of pick up. Overflow shall only be set out on trash day. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot and no burning in the open will be permitted.

Section 14: Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot within THE LAKES AT SHUYLER RIDGE unless they are erected, placed or maintained exclusively within an area not visible from neighboring property.

Section 15: Encroachments. No trees, shrub or planting of any kind on any Lot within THE LAKES AT SHUYLER RIDGE shall be allowed to overhang or otherwise encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of eight (8) feet, without the prior approval of the Architectural Committee.

Section 16: Machinery and Equipment. No machinery or equipment of any kind shall be placed, parked, operated or maintained upon or adjacent to any Lot within THE LAKES AT SHUYLER RIDGE except that:

(a) An Owner (or guest, invitee, licensee, tenant, lessee, family member, agent or employ thereof) may use such machinery or equipment as is usual and customary in connection with the use and maintenance of that Owner's Lot, or the improvements thereon.

(b) A builder or contractor constructing improvements for an owner may use such machinery or equipment as is usual and customary in connection with the construction of improvements on an Owner's Lot, provided that such machinery and equipment is actively being used by the builder or contractor and is stored or placed in an area approved by the architectural

control committee, and that no trucks of any kind or nature shall be kept, parked or placed upon any lot or street (public or private) within THE LAKES AT SHUYLER RIDGE between the hours of 12 midnight and 5 a.m., unless permission to the contrary is temporarily granted by the Architectural Control Committee, and

(c) The Developer or the Association may park, place, operate or maintain such machinery and equipment as may be required for the operation and maintenance of the Common Area.

Section 17: Restriction on Further Subdivision. No Lot within THE LAKES AT SHUYLER RIDGE shall be further subdivided by any owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Developer or all Members. This provision shall not, in any way, limit Developer from subdividing any property owned by Developer. Such newly created parcel thereafter shall be considered as one Lot.

Section 18: Signs. No signs of any kind shall be displayed to the public view of any Lot, except as follows and subject to the approval of the Architectural Committee:

(a) One sign of not more than five (5) square feet, advertising the property for sale or rent;

(b) Signs used by a builder to advertise the property during the construction and sales period;

(c) Signs of such shape, size and location as the Developer deems necessary for security control and to advertise THE LAKES AT SHUYLER RIDGE;

(d) One sign, not to exceed one (1) square foot in size, which may contain the name or names of the Owner or Owners and/or the dwelling unit number;

(e) Signs of such shape, size and location as the Architectural Committee may approve.

Section 19: Dwelling Size. The Architectural Committee shall exercise its best judgment to see that all structures, as to size, conform to and harmonize with the existing surrounding and structures.

Section 20: Building Location.

(a) No building shall be located nearer to any lot line than the minimum set back line shown on the recorded plat of THE LAKES AT SHUYLER RIDGE.

(b) The building location (horizontal and vertical) must be approved by the Architectural Committee.

Section 21: Fences.

(a) Fences are not encouraged but properly constructed and installed fences may be approved for construction by the Architectural Committee upon submission of plans and specifications. Fences shall be of the design, materials and specifications determined by the Architectural Committee.

(b) Chain link fences are not permitted.

(c) Privacy fences may not exceed seventy-two (72) inches in height.

(d) No fences in THE LAKES AT SHUYLER RIDGE shall extend nearer to the front wall of a house than fifty (50) percent of the distance of the house on each side. Supporting structures on all fences shall be placed on the side of the fence facing the property of the owner building the fence.

(e) No fence or hedge shall be permitted between the front wall of the structure and the adjoining street or across the front yard. Notwithstanding the foregoing, the Architectural Committee may give specific written permission to an Owner to vary from the provisions of this subpart.

Section 22: Sales and Construction Office. Notwithstanding anything herein, Developer and its agents may establish temporary sales and/or construction offices and model homes, in THE LAKES AT SHUYLER RIDGE and may permit builders and realtors to establish the same. Any such office shall be removed upon the completion of the subdivision. Developer and its agents shall have the right to use the Common Area in conjunction with the sales and promotion of lots and houses in THE LAKES AT SHUYLER RIDGE.

Section 23: Easements. Easements are reserved as shown upon the recorded plat of THE LAKES AT SHUYLER RIDGE.

Section 24: Soil Removal. Soil may not be removed from the subdivision without the consent of the Developer.

Section 25: Garage Doors. The doors of all garages shall be kept closed at all times except when necessary for ingress and egress. The doors of all garages shall be installed with electric or battery powered opening and closing devices.

Section 26: Basketball Goals. No basketball goals shall be attached to the front of any dwelling or garage. Temporary or movable basketball goals shall be weighted and secured as per manufacturer instructions, and in a way that is aesthetically pleasing (no visible sandbags, bricks etc,..) as per the discretion of the board.

Section 27: Outside Lighting. Spotlights, floodlights, or similar type high intensity lighting shall be designed, located and constructed so as to eliminate or significantly reduce glare

on adjoining residences, and the Architectural Committee may direct that they be redesigned or eliminated if they determine that it is advisable. Other types of low intensity lighting which do not disturb the Owners or other occupants of the properties may be allowed.

Section 28: Mailboxes. Each Owner shall construct a mailbox, which shall be completed prior to occupying the residence, and such mailbox shall pass to any purchaser of the Lot for which it is constructed or installed. The mailbox shall be of the design, materials, location, and specifications approved by the Architectural Committee.

Section 29: Special Lot Restrictions and Buffer Yard Requirements. Builders purchasing the following lots in The Lakes of Shuyler Ridge will agree to the following fence and landscaping requirements:

a. Lot 1. Six-foot wood shadowbox privacy fence to be installed along the south property line bordering Williamsburg Walk. This fence shall be no further east than the middle of the home from east to west being constructed. Two canopy trees to be planted in the area between the east corner of the fence and the east property line and shall be within 25 feet of the south property line.

b. Lots 123,124, 125, 126,127, and 128. Along the south property line bordering Williamsburg Walk, the builder will agree to install a 6-foot privacy fence of shadowbox design. In addition, 2 canopy trees shall be planted within 25 feet of the south line.

c. Lots 129,130, and 131. The developer will agree to erect a subdivision monument on the common area that will have trees and shrubs to give buffer and sufficiently limit access to these lots.

d. Lots 131 and 132. Three canopy trees spaced equal distance from front to the rear lot to be planted within 25 feet of the property line bordering Shiloh Street.

Section 30: Completion. A structure shall be completed with a reasonable time after commencement of construction. In the event of fire, windstorm, or other damage, a structure shall be repaired, remodeled, rebuilt or completely removed within a reasonable time.

Section 31: Common Area. Although Builders are also Owners, the recreation facilities in the Common Area are not for Builder's use or their families' use, unless they live in THE LAKES AT SHUYLER RIDGE.

Section 32: Remedies. In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, builder, contractor, subcontractor, agent or employee thereof) shall violate, or permit to be violated, any of the provisions set forth in all Declarations, the Board shall cause to be delivered to the Owner a written "Notice of Violation." The Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated or remedied within a reasonable time from the mailing date of the Notice of Violation.

If after a reasonable time has elapsed from the date of the Notice of Violation (in any event, 20 days shall be presumed “reasonable”), the violation has not been voluntarily terminated by the Owner, the Association shall have the authority to pursue and effect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of said violation. This authority shall include, but shall not be limited to, the power of removing and/or terminating the cause of the violation and shall also include appropriate injunctive relief (the cost of which, whether successful or not, shall be paid by the Owner including reasonable attorneys' fees, suit expenses and court costs). If, by virtue of the exercise of the authority granted herein, the Board shall incur expenses in connection with the process of removing and/or terminating the violation the Association may enforce the collection in the same manner as if those costs were an assessment and shall have all powers and rights to so collect as set forth in Article VII above.

For purposes of administering this Section, the determination of whether a violation has been, or is being, committed and the determination of what time period constitutes a “reasonable time” allowable for voluntary termination, shall be made by the Board after taking into consideration the facts and circumstances surrounding the particular violation, condition or occurrence.

In addition to the foregoing, if a tree is removed in violation of Section 10(b), or any other violation of this Declaration occurs in connection with a dwelling, landscaping, fencing or other structure, the Architectural Committee may: (i) place a One Thousand Dollar (\$1,000) assessment on the applicable Lot(s); (ii) prohibit any further construction of the Lot(s) until the violation or default is cured; (iii) retract its approval of any or all plans, materials and specifications, and require resubmittal; (iv) assess an additional One Thousand Dollars (\$1,000) each calendar month days until the violation or default is cured; and (v) take any other action that the Board might take to enforce the provisions of this Declaration.

TO THE EXTENT PERMITTED BY LAW, ALL MEMBERS AND THE ASSOCIATION WAIVE THEIR RIGHT TO TRIAL BY JURY REGARDING THE ENFORCEMENT OR CONSTRUCTION OF THESE DECLARATIONS.

Any action brought by or against any Member or the Association to enforce or construe any provision of these Declarations shall be brought only in the Circuit Court of Greene County, Missouri, and all Members and the Association agree to submit to the jurisdiction of the courts of Greene County, Missouri for any and all actions that may be brought regarding these Declarations.

IN WITNESS WHEREOF, the undersigned, The Lakes at Shuyler Ridge Property Owners Association, Inc. has caused this instrument to be executed on this _____ day of _____, 2018.

The Lakes at Shuyler Ridge Property Owners Association, Inc.

By: _____
President of the Board of Directors

ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF GREENE

ON THE _____ DAY OF _____, 2018, BEFORE ME PERSONALLY APPEARED Kenneth G Ellis JR, TO ME KNOWN, WHO DULY SWORN, DID SAY THAT HE IS THE PRESIDENT OF THE LAKES AT SHUYLER RIDGE PROPERTY OWNERS ASSOCIATION, INC AND THAT THE FOREGOING INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID THE LAKES AT SHUYLER RIDGE PROPERTY OWNERS ASSOCIATION, INC. BY AUTHORITY OF IT'S MEMBERS AND ACKNOWLEDGE SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID THE LAKES AT SHUYLER RIDGE PROPERTY OWNERS ASSOCIATION, INC.

IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN GREENE COUNTY, MISSOURI, THE FIRST DAY WRITTEN ABOVE.

NOTARY PUBLIC: _____
PRINT NAME: _____
MY COMMISSION EXPIRES: _____