

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
TURTLE CREEK SUBDIVISION**

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THIS DECLARATION, CONDITIONS, AND RESTRICTIONS for Turtle Creek Subdivision is made this 12th day of September, 2016, by Lage, L.L.C., a Missouri limited liability company, hereafter ("Developer").

WITNESSETH:

WHEREAS, Developer owns real property described in Article II of this Declaration and desires to create thereon a residential community and desires to subject the real property described herein together with such additions as may hereafter be added to the covenants, restrictions and easements, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

NOW, THEREFORE, Developer declares that the real property described in Article II, and, each addition thereto as may hereinafter be made, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in these covenants and restrictions shall have the following meanings:

- (a) "The Property" shall mean and refer to the real estate described in Article II and any additions thereto.
 - (b) "Lot" shall mean and refer to any plot of land shown on any recorded plat of the property or any subsequent real estate for which these covenants are made effective.
 - (c) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property.
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ARTICLE II

PROPERTY SUBJECT TO THESE COVENANTS AND RESTRICTIONS; ADDITIONS THERETO

Section 1. Subject Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to these covenants and restrictions is located in Cole County, Missouri, and is described in the plat filed of record in Plat Book _____, Page _____ located in Jefferson City, Cole County, Missouri. All of which real property shall hereinafter be referred to as the "Property".

Section 2. Addition to Property. The Developer may cause additional lands to become subject to these covenants and restrictions from time to time. Developer shall be under no obligation to add additional land to the Property.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Prior to the construction of any residence or construction or placement of other structures or improvements on any lot, the Owner shall submit to the Developer complete plans and specifications therefore, a plat showing the set back of any improvements placed on the real estate from property lines and a drawing or description of the external design of such structures so as to maintain harmony of design and location in relation to surrounding structures and typography in the subdivision. All construction shall be strictly in accordance with the plans, specifications and plat so submitted and approved. No construction shall begin until such time as all plan specifications and plat have been approved in writing by the Developer.

ARTICLE VII

USE AND OCCUPANCY RESTRICTIONS

- (a) **Land Use.** No Lot shall be used for any purpose other than a single family residence with not more than one single family residence to be built thereon.
- (b) **Lot Subdivision.** No Lot shall be subdivided by the Owner of any Lot.
- (c) **Minimum Size Requirements.** Any residence consisting of a single level above ground level shall contain a minimum of 1600 square feet of enclosed floor area; any residence consisting of 2 levels above ground level shall contain a minimum of 900 square feet of enclosed floor area on the first level above ground level and an overall minimum of 1600 square feet of enclosed floor area in the 2 levels above ground level; any residence consisting of a level or part of a level below ground level shall contain an

overall minimum of 1600 square feet of enclosed floor area in levels above ground level. The words "enclosed floor area" as used herein shall mean and include areas of the residence enclosed and finished for all year occupancy, computed on outside measurements of the residence, and shall not include any areas, basements, garages, porches or attics. Driveways shall be concrete only and must be installed upon completion of residence. Each residence shall be constructed with a minimum 6/12 pitch roof line.

- (d) **Building Lines.** No part of any residence or any other structure shall be located on any Lot closer than twenty-five (25) feet to the front property line and no part of any residence or structure shall be located on any Lot nearer than ten (10) feet to the side or rear Lot line.
- (e) **Outside Wood Furnaces Prohibited.** No outside wood furnaces shall be located on any Lot.
- (f) **Garages and Outbuildings.** All unattached garages or outbuildings shall be located to the rear of the residence constructed on a Lot and no closer to the front of the Lot than an imaginary line drawn parallel with the rear edge of the residence and extending to each side property line.
- (g) **Parking of Motor Vehicles, Boats and Trailers.** No trucks or commercial vehicles over one ton or any inoperable vehicles shall be parked or stored on any Lot. Camping trailers and self-propelled motor homes may be parked or stored in the back of a residence and placed so as not to be visible from the street upon which the residence or Lot faces.
- (h) **Driveways.** All driveways and parking areas must be paved in concrete, brick or a combination thereof. A paved turnaround shall be constructed on Lots 1, 2, 3, 4 and 29 with one access point per lot.
- (i) **Nuisances.** No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot. No person shall discharge any firearm on the Property.
- (j) **Fences.** Fences constructed of maintenance free material may be erected to enclose the rear yard of the residence and such fences shall not be placed beyond and in front an imaginary line drawn parallel to the rear edge of the residence and extending to side property line.
- (k) **Temporary Structures.** No structures of temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be erected or used on any Lot at any time as a residence, either temporarily or permanently. Campers may be used on any Lot

- for a period not to exceed three (3) weeks in succession.
- (l) **Satellite Dishes and Towers.** Satellite dishes and radio antennae and towers must be located to the rear of any house and cannot be located within twenty (20) feet of any Lot line.
- (m) **Residence Exteriors.** The front (excluding gables) of the exterior of the residence must consist of brick, stone or other masonry material. The remainder of the home must be maintenance free material such as vinyl or aluminum siding. Asbestos shingles shall not be used for siding on any residence or outbuilding. All exposed concrete foundations or retaining walls facing the street must be faced with brick, stone, exposed aggregate or finished with a rake down process.
- (n) **Unfinished Exterior.** No residence shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction. In the event of fire, wind storm or other damage no building shall remain in a damaged condition longer than six (6) months.
- (o) **Ban of Animals.** No hogs, cows, horses, rabbits, chickens, goats, poultry, birds, livestock or animals of any kind, other than house pets (except house pets with vicious propensities), shall be brought onto or kept on the Property; and no more than two dogs and two cats at any one time, excepting litters of puppies or kittens, which must be removed on or before the age of 4 months. No commercial breeding of dogs or cats shall be allowed.
- (p) **Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and said materials shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such trash shall be kept in a clean and sanitary condition and away from fire hazards. No burning of garbage shall be permitted at any time.
- (q) **Utilities.** No electrical, telephone, and any other utility line shall be erected or maintained above the surface of the ground but shall be placed underground.
- (r) **Concrete Foundation.** All buildings shall have a poured concrete foundation. No concrete blocks shall be used for foundation or retaining walls.
- (s) **Roadways.** All roadways located within the subject real estate are hereby dedicated to the use of the Owners of Lots located therein for the purpose of ingress and egress and for no other purpose. The Developers reserve for themselves the right to dedicate the roadways for the use of the public and to convey the roadways to the City of Jefferson or any other political subdivision without joinder of any owner and such dedication to public use shall be subject to the rules and regulations of the governmental agency having authority over such dedication.

- (t) **Utility Easement.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and or recorded surveys applicable to the Property. Until the last Lot in the Property is sold by Developer, Developer reserves a blanket easement over the Lots for the installation, maintenance, repair, replacement and upgrading of utilities. Within these easements, no structures, plantings and other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities.
- (u) **Obstruction of Traffic.** No fence, wall, tree, hedge or shrub planting shall be maintained in such a manner as to obstruct sight lines of vehicular traffic.
- (v) **Fuel Tanks.** Fuel tanks, portable propane cylinders and containers shall be either placed underground or located behind the residence constructed on a Lot and placed so as not to be visible from the street.
- (w) **Signs.** No Signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any Lot; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each Lot, which advertising board shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale the Lot or residence built on it.
- (x) **Utility Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved to Developer as shown on recorded plats. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of water through drainage channels in the easements.
- (y) **Garages.** All garages must be attached to the main dwelling house and must be equipped with doors which shall be kept closed as much as practical.
- (z) **Sidewalks.** Owners of the following Lots shall be responsible for the cost of constructing and maintaining sidewalks which are located on those Lots: Lots 1-5, part of Lot 11, Lot 12, part of Lot 19 and Lots 20-29, all as shown on the recorded plat.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1. **Invalidity.** If any provision of this Declaration, is held invalid, the validity of the remainder of the declaration shall not be effected thereby.

Section 2. **Notices.** Whenever notices are required to be sent hereunder, the same may be delivered to Owners either personally or by first-class mail, addressed to such Owners at their place of residence.

Section 3. **Genders and Plurals.** Whenever the context so requires, use of any gender shall be deemed to include all genders, use of the singular shall include the plural and use of the plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose to create a uniform plan for the development of the subject real estate.

Section 4. **Captions.** The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied on nor used in construing the meaning or effect of any of the text.

Section 7. **Warranties and Representations.** The Developer specifically disclaims any intent to have made or to make any warranty or representation in connection with the subject property except as specifically set forth therein.

Section 8. **Owner Approval.** The Owners, by virtue of their execution of a contract for purchase or acceptance of a deed of conveyance of their Lot, and other parties by virtue of their occupancy of Lots, shall be deemed to approve the forgoing and all of the terms, conditions, restrictions, rights, duties and obligations hereof.

Section 9. **Governmental Authority.** The Property is subject to conditions, covenants, limitations, restrictions, reservations and all other matters of record and the rights of the United States, the State of Missouri, the County of Cole, and the City of Jefferson and any other governmental or quasi-governmental authority or agency now or hereafter existing, as to any statutes, laws, orders, ordinances, rules or regulations applicable thereto.

Section 10. **Enforcement.** Enforcement of this Declaration may be by any proceeding at law or in equity brought by the Developer or any Owner against any person or persons violating or attempting to violate any covenant, condition, or restriction herein, either to restrain violation or to recover damages against the party in violation. Failure by the Developer or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 11. **Applicability.** All provisions set forth herein shall extend to and be binding on the respective personal representatives, heirs, successors and assigns of all parties mentioned herein where consistent with the context hereof.

IN WITNESS WHEREOF, The Developer has caused this instrument to be executed by its duly authorized Members this 12th day of September 2016.

LAGE L.L.C., A MISSOURI LIMITED
LIABILITY COMPANY



JAMES J. LAGE, MEMBER




LISA E. LAGE, MEMBER

STATE OF MISSOURI }
 }
COUNTY OF COLE } ss:

On this day, September 12th, 2016, before me, appeared JAMES J. LAGE AND LISA M. LAGE to me personally known, who being by me duly sworn, did say that they are the MEMBERS of LAGE, L.L.C. a Missouri Limited Liability Company, and that said instrument was signed on behalf of said Limited Liability Company, and said JAMES J. LAGE and LISA M. LAGE acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in COLE COUNTY, Missouri, the day and year last above written.



Notary Public

My Term Expires: _____

ANNA EWERS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Cole
My Commission Expires 8/22/2019
Commission # 15502899