

DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS OF  
New Vista SUBDIVISION

WITNESSETH:

WHEREAS, on the day of October 4, 2010, successor Developer has complete and full authority to record this Declaration of Covenants, Conditions and Restrictions regarding the following described real property hereinafter called "New Vista", the "Premises" or the "Property":

WHEREAS, New Vista, LLC has heretofore prepared a *Declaration of Covenants, Conditions and Restrictions of New Vista Subdivision* in conjunction with the final platting of the New Vista Subdivision (hereinafter the "Declaration"); and,

WHEREAS, Developer, as successor to New Vista, LLC, has heretofore recorded the *Declaration of Covenants, Conditions and Restrictions of New Vista Subdivision* in Deed Book \_\_\_\_\_, Page \_\_\_\_\_ of the Greene County, Missouri records; and,

WHEREAS, pursuant to Article X, Section 4, of the Declaration the Developer is authorized to make amendments to the Declarations; and,

WHEREAS, due to such factors as a change in the Developer for the subdivision, scrivener's errors in the Declaration and change of certain conditions in the Subdivision, the Developer deems it necessary to make amendments to the original, unrecorded Declaration as set forth heretofore:

NOW, THEREFORE, Developer does hereby declare, covenant, and agree with all persons, firms, and corporations now owning or hereinafter acquiring any one or more of the lots that except as modified herein the Declarations shall remain in force and effect for the New Vista Subdivision.

See Attached Legal Description,

WHEREAS, Developer desires to provide for the development of New Vista as a controlled development with open areas, single-family homes, and to provide for the maintenance, improvement and administration of the New Vista community and the preservation of the values of New Vista and

WHEREAS, New Vista Property Owners Association, Inc., will be duly incorporated under the laws of the State of Missouri as a Nonprofit Corporation for the general purposes of managing the New Vista community properties; administering and enforcing the covenants and restrictions; and collection and disbursing the assessments as provided for in this "Declaration of Covenants, Conditions and Restrictions of New Vista,"

NOW THEREFORE, the Declaration of Covenants, Conditions and Restrictions, for "New Vista",

ARTICLE I  
DEFINITIONS

Section 1: As used in this Declaration of Covenants, Conditions and Restrictions;

- (a) "Association" shall mean and refer to New Vista Property Owners Association, Inc. **(POA) or until the POA is incorporated it shall refer to the Developer or Developer's successor.**
- (b) "Board" shall mean the Board of Directions of the Association.
- (c) "Builder" shall mean any builder, contractor, investor or other person or entity who purchases a lot in New Vista for the purpose of resale thereof to a public purchaser, or for the purpose of constructing improvements thereon for resale to a public purchaser,
- (d) "County" shall mean the County of Greene and its employees and agent
- (e) "Common Area" shall mean all real property, including improvements and fences thereon, owned by the Association or designated or shown as common area, detention basins or drainage areas on the Final Plat, as recorded, including any amendment or additions thereto, and intended for the common use and enjoyment of the owners, including but not limited to the landscaped portion of any street, medians, traffic islands, cul-de-sac islands, or landscaped areas within any public street within the subdivision, entry roads, curb and gutter, sidewalks, and other improvements as shown on the Final Plat of New Vista recorded in the Office of the Recorder of Deeds for Greene County, Missouri, and such other real property as may be transferred to the Association by the Developer.
- (f) "Common Expense" shall mean all expenses and financial liabilities of the Association. The Common Expenses shall include, but shall not be limited to, the improvement, construction, repair, maintenance, care, landscape, upkeep, management and security of the common areas and the improvements and facilities thereon; taxes and insurance; the general and administrative expenses related to the ownership management and maintenance of the Common Areas, together with any and all occasions of reserves.
- (g) "Corner Lot" shall mean any lot, which might abut, other than at its areas line, upon more than one street,
- (h) "Developer" shall mean Bussell Building, Inc., successor to New Vista, LLC its successors and assigns and any entity designated by Bussell Building, Inc., as Developer or successor Developer.
- (i) "Declaration" or "Covenants, Conditions and Restrictions" shall mean the Declaration of Covenants, Conditions and Restrictions of New Vista and all other provisions set forth in this entire Document, as the same may from time to time be amended or modified.
- (j) "New Vista" shall mean the Property as set forth above.

- (k) "Limited Common Elements" shall mean any portion of the Property designated by the Developer for the exclusive use of some Owners, but not all Owners. The Limited Common Elements shall include, but not limited to, curb and gutter, sidewalks, and other improvements within the area, which would have been public right of way (usually 50') if the streets were public.
- (l) "Limited Common Elements Expenses" shall mean all expenses and financial liabilities of the Association for the Limited Common Elements. The Limited Common Elements Expenses construction, repair, maintenance, care, upkeep, security, and snow removal, together with any allocations for reserves, of the Limited Common Elements.
- (m) "Lot" shall mean any parcel of real property designated as a Lot on any recorded Subdivision Plat within New Vista or any additions thereto, with the exception of the Common Area.
- (n) "Member" shall mean a Member of the Association.
- (o) "Owner(s)" shall mean the record owner, whether one or more persons or entities, of a fee or undivided interest in any lot. The foregoing does not include any persons or entities who may hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise in this Declaration, the term "Owner" shall not include a lessee or tenant.
- (p) "Property" or "Properties" shall mean and refer to the property set forth on the attached legal description, and referred to as New Vista, and any additional real estate acquired or owned by Developer and developed in conjunction with New Vista, upon filing an amendment with the Greene County Recorder of Deeds which states the legal description of the additional real estate to be included in the Property.
- (q) "Rules" shall mean and refer to those rules and regulations as passed and promulgated by the Association, or the Board acting on behalf thereof, under the authority granted by this Declaration, or the Articles of Incorporation or By laws of the Association.
- (r) "Single Family Residence" shall mean a structure containing two dwelling only and occupied by not more than two families; a residential group home shall not be considered to be a Single Family Residence for this Declaration.
- (s) "Subdivision Plat" shall mean a recorded plat covering any or all of the Property referred to this Declaration.
- (t) "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE II  
PROPERTY SUBJECT TO THE NEW VISTA  
RESTRICTIONS

Section 1: General Declaration Creating New Vista. Developer will develop New Vista subdivision into various Lots, Developer may supplement or modify this Declaration with such additional covenants, conditions, and conveyance of Lots is subject to this Declaration, as modified and amended. Developer hereby declares that all of the real property within New Vista is and shall be held, conveyed, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time. This Declaration, as amended or modified, is in furtherance of general plan for the subdivision, improvement and sale of the Property and is established for the purpose of enhancing the values, desirability, and attractiveness of the Property. All rights, benefits and privileges and all impositions and obligations of the Declaration shall be covenants which run with the land within New Vista for all purposes shall be binding upon and inure to the benefit of Developer, Association, and Owners, and their successors and assigns.

Section 2: Acceptance of Declaration. Each Owner agrees, by acceptance of a deed or by acquiring any ownership interest in the Property, for himself, his successors and assigns, to the Covenants, Conditions and Restrictions and the rules and regulations now or hereafter imposed by this Declaration and doing so thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real Property, covered thereby,

ARTICLE III RIGHTS TO  
COMMON AREA

Section 1: Owner's Easement of Enjoyment. Every Owner, shall have a nonexclusive right to use an easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot. Such right and easement shall extend to each Owner, and his agents, tenants, family members and invitees, subject to the following provisions:

- (a) The right of the Association to impose Rules under which Common Areas may be used by Members and/or their invitees;
- (b) The right of the Association to suspend any Owner's voting rights for each period during which any assessment against his Lot remains unpaid; and, for a period not to exceed ninety (90) days for any infraction of the Declaration; any Supplementary
- (c) The right of the Association to Impose Rules for the Restricted Common Areas,

Section 2: Ownership and Loans for Common Area: Developer shall convey fee simple title to the Common Area and the Restricted Common Area to the Association upon completing the subdivision of the Property or at such time as Developer, in its sole discretion, deems appropriate.

#### Article IV

#### NEW VISTA HOMEOWNERS ASSOCIATION, INC

##### Section 1: Organization.

- (a) The Association. Upon its future formation, the Association will be a nonprofit corporation organized and existing under the Missouri Nonprofit Corporation Act of the State of Missouri, charged with the duties and Invested with the powers prescribed by law and set forth in its Articles of Incorporation, By-Laws, and reason, be amended or otherwise changed or Interpreted so as to be inconsistent with this Declaration.
- (b) Board of Directors and Officers. The Affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and the By-Laws. The first Board of Directors of the Association shall be Kenny Bussell, who shall hold office until the first meeting of the Members is held,
- (c) **Until such time as the property owners association is incorporated the Developer or Developer's successor shall act with all powers of the association and shall also have the powers of the Board,**
- (d) **The property owners association must be formed by the Developer on or before 80% of the lots are owned by persons or entities other than the Developer. Should the Developer fail to form the property owners association as required, then any three lot owners may form the property owners association at the cost of the Developer.**

Section 2: Powers and Duties of the Association. The Association shall have such rights, powers and duties as set forth in the Articles and By-Laws.

Section 3: Rules. The Association may, from time to time and subject to the provisions of the Declaration, adopt, amend, and repeal rules and regulations governing the use of any Common Area (including the Restricted Common Area) by any Owner, by the family of such Owner, or by any invitee, licensee or lessee of such owner; provided, however, that such Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or By-Laws, A copy of such Rules as they may from time to time adopted, amended or repealed, shall be make available to each Owner, at said Owner's request. Upon promulgation, said Rules shall have the same force and effect as if they were set forth in and were part of the Declaration,

Section 4: Personal Liability. No Member of the Board of Directors; Architectural Committee or any other Committee of the Association, or any officers of the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence unless caused by his or her willful misconduct or gross negligence.

Section 5: Responsibility for Common Area. The Association shall have the responsibility for maintaining the common areas and shall be responsible for the payment of any taxes and insurance on the common areas. In particular, the Association shall have responsibility of maintaining or replacing injured diseased trees, shrubs, animals, perennials, ground cover or other vegetation within any common area, subdivision entrance, median or other landscaped area within any right-of-way of any public street located within the subdivision to the extent the board deems necessary or desirable for the conservation of water and soil and for the aesthetic purposes, and to the extent public officials deem it necessary to maintain public safety. The Association Board shall be the sole judge as to the appropriate maintenance of all grounds within any common area, except any landscaped or planted areas within the right-of-way of any public street. All maintenance of the grounds within the common are must comply with all applicable laws. Landscaping in road right-of-ways within the subdivision shall be maintained to the satisfaction of public officials, if any.

Section 6: Liability of Association for Vehicles. Neither the Association nor the Board shall assume any liability of any kind or nature with respect to any vehicles moving within or parked upon any portion of the Common Areas or Restricted Common Area. Any person operating or parking any vehicles within the boundaries of the Common Area or Restricted Common Area shall do so entirely at such persons risk and shall indemnify and hold, both the Association and the board, harmless from and against any and all claims, demands, actions, causes of action and proceedings arising out of any such vehicle within the boundaries of the Common Area or Restricted Common Area.

#### ARTICLE V: MEMBERSHIP AND VOTING RIGHTS

Section 1: Membership. Every Owner, either of a fee or undivided interest, of a Lot, which is subject to assessment by the Association, shall be a Member of the Association. The foregoing is not intended to include persons or entities that may hold an interest merely as security for the performance of an obligation; Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment by the Association.

Section 2: Voting Rights. **Upon incorporation of the property owners association**

(a) Class A members shall be all of those owners of lots, with the exception of Developer, in New Vista subdivision. Each Class A member shall be entitled to one vote for each lot the member owns. If more than one person holds such an interest in any lot, all persons shall be members, however, the voted for such lot shall be exercised as such members among themselves agree and if they do not agree, as determined by the Association; but in no event shall more than one vote be cast with respect to any such lot.

(b) The Class B Member shall be the Developer, Bussell Building, Inc. and its successors and assigns. The Class B Member shall be entitled to the total number of votes which, when added to the total number of Class A votes shall equal 60% of the total votes entitled to be cast by the Class A and Class B members together. As an example, if there are 28 Class A votes entitled to be case, the Class B votes would equal 42.

(c) **Upon 80% of the lots being owned by individuals or entities other than the Developer, then Developer shall be entitled to cast a vote for each lot owned by the Developer.”**

Section 3: Management Rights. Members shall have no rights to manage the business affairs of the Association. The management of the Association is vested entirely in the Board of Directors as set forth in the Articles of Incorporation and By-Laws.

## ARTICLE VI

### COVENANT FOR ASSESSMENT

Section 1: Creation of the Lien and Personal Obligations of Assessments. Each Lot shall be subject to assessments and each Class A Member by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments; (2) Special assessments; (3) Initial assessments and (4) Restricted Common Area Assessments; (5) Trash service assessments such assessments to be established and collected by the Board as hereinafter provided. The annual special, initial, limited common element and trash service assessments together with interest costs and reasonable attorneys fees, shall to the full extent permitted by law, be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees shall also be the personal obligation of the person who was the Owner of such property on the effective date of the assessment. No Owner may exempt himself from liability for an assessment by waiver of the use or enjoyment of the Common Area or a service to be provided by or through the Association. The personal obligation for delinquent assessments shall not pass to the successors in title, but, nevertheless, the lien arising by reason of such assessment shall continue to be a charge and lien upon the land as provided herein.

Section 2: Developer Assessments. The Developer is a Class B Member and is not obligated to pay any assessments.

Section 3: Annual Assessments. The annual assessments shall be used for the purpose of paying the Common Expenses. The Class A Members shall be obligated to pay the annual assessment imposed by the Board to meet the Common Expenses.

(a) The annual assessment shall commence for the calendar year 2010 and shall be Two Hundred dollars and 00/100 (\$200.00) per Class A Member.

(b) After the calendar year 2010, the annual assessment may be increased or decreased each year, without a voted of the Members, any increase shall be not more that fifteen (15%) above the assessment established for the previous year. After the calendar year 2010, and in the event that the annual assessment is not sufficient to pay for the Common Expenses, an additional assessment will be made solely for the purpose of paying Common Expenses.

Section 4: Special Assessment for Capital Improvements. In addition to the annual assessments in Section 3 above, the Association may levy in any calendar year a special assessment. The purpose of the special assessment shall be for providing in whole or in part, for the cost of any reconstruction, repair or replacement of capital improvements in the Common area, including fixtures and personal property related thereto. The maximum special assessment shall be One Hundred Dollars and 00/100 (\$100.00) per year per lot for Class A members. Any special assessment shall require an affirmative voted of the majority of the Members.

Section 5: Initial Assessment. The purpose of the initial assessment is to reimburse the Developer for the Developer's subsidy of the Association's operating deficit and to repay a portion of Developer's cost of the Common Areas and any improvements or other amenities in the Common Areas, if applicable.

All Class A Members shall pay an initial assessment of One Hundred Dollars and 00/100 (\$100.00) per lot. This assessment shall be paid by each Member to the Association when the residence is first occupied. Upon the resale of the Member's home, no further initial assessment shall be due if the initial assessment has been paid. Upon collection of the initial assessment, the Association shall pay the assessment to the Developer. This \$100.00 assessment is \$100.00 per lot, not per Member. If a Member purchases more than one lot and is the first occupant of each lot, the initial assessment shall be paid upon occupancy of each residence.

Section 6: Restricted Common Area Assessment. The purpose of the Restricted Common Area assessment is to pay the Restricted Common Area Expenses. In addition to the other assessments, each Class A and Class B Member whose Lot is adjacent to a private street designated by the Developer as the Restricted Common Area shall pay his pro rates share of the Restricted Common Area by the number of Lots adjacent to the Restricted Common Area. Thus, if there are 70 Lots being assessed in the Restricted Common Area, each Class A owner would pay 1/70th of the limited common area assessment.

Section 7: Trash Service Assessment. The trash service assessment shall be the amount which the Association pays a trash service provider for the annual trash service for a resident. Resident Owners shall pay the annual trash service fee in the same manner as the annual dues, with the service prorated beginning with the date the home is occupied. At the Association's option, the trash service fee will be paid from the Annual Assessment funds.

Section 8: Payment of Assessment. Payment of any assessment shall be made by the owner within 30 days of notice of the amount of the assessment, unless another payment date is specified in the notice, and unless expressly otherwise determined, shall be due in advance of the time when the expenses are payable. Written notice of the assessment shall be sent to every Owner; however, failure to give notice shall in no way be deemed a waiver or forgiveness of the owner's obligation and will not relieve the Owner of the obligation to pay the assessment.

Section 9: Excess Assessments. Any assessment which exceeds the expense for which it was received shall be retained by the Association for the benefit of its Members, and may be used by the Association to pay future expenses, or as the Association may otherwise determine.

Section 10: Date of Commencement of Annual Assessment. The annual assessments for each Lot provided for herein shall commence on December 1, 2010 and thereafter shall commence on the date of the first conveyance of said Lot by the Developer to an Owner. The first annual assessment for each lot shall be prorated based on the date it is sold by the Developer.

Section 11: Effect of Nonpayment of Assessment: Remedies of the Association. Each member shall be deemed to covenant and agree to pay to the Association the

assessments provided for herein, and each agrees to the enforcement of the assessment in the manner herein specified. In the event Association employs an attorney or attorneys for the collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each owner agrees to pay all expenses, including costs of collection and reasonable attorney's fees incurred, together with such less charges as provided by the Rules, in addition to any other amounts due or any other relief or remedy obtained against said Owner. In the event of a default in payment of any such assessment when due, the assessment shall be deemed delinquent, and shall bear interest at the rate of eighteen (18%) percent per annum, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or, without any limitation by the foregoing, by either or both of the following procedures.

(a) Enforcement by Suit

- (1) The Board may cause a suit at law to be commenced and maintained in the name of the Association against any Owner to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of eighteen (18%) percent per annum from the date of delinquency, court costs, costs of collection, and reasonable attorneys' fees in such amount as the court may adjudge against the delinquent Owner,
- (2) The Board hereby appoints the Developer as its attorney in fact to collect any initial assessment whether by suit or otherwise on behalf of the Association and in the same manner and with all the rights and powers granted to assessment, together with interest, costs of collection, and reasonable attorneys' fees as provided herein.

(b) Enforcement by Lien. There is to the full extent permitted by law, hereby created a claim of lien, with power of sale, on each and every Lot within New Vista to secure payment to the Association or, in accord with Section 3.0 above, the City of Republic any and all assessments levied against any and all Owners of such Lots under these Covenants, Conditions, and Restrictions, together with interest thereon at the rate of eighteen (18%) percent per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. At any time within thirty (30) days after the occurrence of any default in the payment of any such assessment, the Association or any authorized representative, shall mail a written demand for payment to the defaulting Owner, on behalf of the Association. Said demand shall state the date and the amount of the delinquency. Each default shall constitute a separate basis for a demand or claim, of a lien, but any number of defaults may be included within a single demand or claim or lien. If such delinquency is not paid within a single demand or claim or lien or if such delinquency is not paid within ten (10) days after delivery of such demand, or even without such a written demand being made the Association may elect to file such a claim or lien on behalf of the Association against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- (1) The name of the delinquent Owner;
- (2) The legal description or street address of the Lot against which claim of lien is made;
- (3) The total amount claimed to be due an owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorney's fees;
- (4) That the claim of lien is made by the Association pursuant to the New Vista Declarations; and'
- (5) That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon recordation of a duly executed original or copy of such a claim or lien the lien claimed thereon shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a deed of trust, with a power of sale, as set forth by the laws of the State of Missouri, as the same may be changed or amended, The lien provided for herein shall be in favor of the Association and shall be for the benefit of the Members, The Association may acquire, hold, lease, mortgage, and convey any such Lot, In the event such foreclosure is by action in court, reasonable attorney's fees, court costs, title search fees, Interest and all other costs and expenses shall be allowed to the Association to the extent permitted by law. Each Owner, by becoming an Owner in New Vista, hereby expressly waives any objection to the enforcement and foreclosure to this lien in this manner.

(c) Lien Preparation and Filing Fee. In addition to the other fees and expenses owed by the defaulting Owner as provided herein, the defaulting Owner shall pay a lien preparation fee of \$250.00, together with all costs incurred by the Association with regard to said lien.

Section 13. Subordination of the Lien to Mortgages. The lien for the assessment provided for herein shall be subordinate to the lien of any prior mortgage. Sale or transfer of any Lot shall not relieve such Lot from, liability for any assessments thereafter becoming due or from the lien thereof. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such foreclosure.

## ARTICLE VII ARCHITECTURAL CONTROL

Section 1: Improvements: No residence accessory building, swimming pool, fence, mailbox, driveway, retaining wall or other wall, dog pen, dog house, lot drainage works, awning, exterior areas lighting or other structure or improvement shall be constructed or maintained upon any Lot, and no alteration to the exterior of any structure or improvement shall be undertaken, unless complete plans, specifications and plot plans thereof showing the exterior design, height, building material and color scheme thereof, the location of the structure on the Lot plotted horizontally and vertically, the location of driveways and fencing, shall have been submitted to and approved in writing by the

Architectural Committee. The exterior surface of a structure shall not be painted or changed in any manner without the prior written approval of the Architectural Committee. All fees and expenses incurred by the Architectural Committee shall be paid by the applicant.

Section 2: Duties The Architectural Committee shall develop guidelines and policies for the development of a residential community which is harmonious and aesthetically pleasing. The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the Properties conform and harmonize with the existing surroundings and structures.

Section 3: Procedures

(a) The Architectural Committee shall approve or disapprove all plans and requests within forty five (45) days after receipt by the Committee of all necessary information. In the event the Architectural Committee fails to take any action within forty-five (45) days after a request and all necessary information has been submitted, approval shall be presumed and this Article shall be deemed to have been fully complied with as to that request.

(b) The Architectural Committee shall maintain all applications submitted to it and of all actions taken, Plans, specifications, records and minutes of the Committee actions shall be kept by the Committee for at least one year.

(c) A majority vote of the Architectural Committee or the approval of the Chairman of the Architectural Committee shall be necessary for approval of any request.

(d) The Architectural Committee shall have the right to contact any Owner who has not submitted the necessary information required for approval. In the event the Owner does not submit any such information, the Architectural Committee shall inform the Owner that he or she has violated the Covenants, Conditions and Restrictions.

The Architectural Committee shall have the powers created in these Covenants, Conditions and Restrictions to enforce any violation and may either proceed to enforce the Covenants, Conditions and Restrictions directly on behalf of the Association or may report the violation to the Board for the Board to take such action as is deemed appropriate.

Section 4: Members of Committee. The Architectural Committee shall consist of three (3) Members appointed by the Board of Directors of the Association. Members of the Committee are not required to be Owners. The first Architectural Committee shall consist of Kenny Bussell, Chairman and Brooke Bussell, Sue Carter, who shall hold office until the first annual meeting of title Members is held.

Section 5: Liability of Committee. The Architectural Committee shall not be liable in damages to any person submitting a request for approval, or to any Owner by reason of any action, failure to act, approval or disapproval, or failure to approve or disapprove any such request. Any owner or any other person who submits a request for approval does so at his/her own risk of being disapproved.

## ARTICLE VII 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 home dwelling and no gainful occupation, profession, trade, or other non residential use shall be conducted on any such Lot: Residential Group Homes shall, not be permitted, even though they may be considered one family or single family homes for certain other requirements. Nothing herein shall be deemed to prevent other requirements. Nothing herein shall be deemed to prevent leasing of any such dwelling from time to time, by the Owner thereof, subject to all of the provisions of the Declaration.

Section 3: Animals. No animals, fowl, or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any property within New Vista; 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 doghouses, structure or pen for the care, housing or confinement of any animal shall be constructed or maintained. 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 enforced as other restrictions contained herein. Pets shall not be allowed loose or unsupervised on any part of the Property and walking of pets shall be on a leash and allowed only on such portions of the Property as the Board may prescribe by its Rules.

Section 4: Antennas. No antenna or other device for the transmission or reception of electronic signals shall be erected, used or maintained outdoors on any Lot, which antenna or other device shall be visible from the street adjoining the front of said Lot, unless approved by the Architectural Committee. TV antennas shall be erected so as to be as inconspicuous as possible and no such TV antenna shall extend more than six (6) feet above the ridge of the roof of the particular dwelling unit upon which the antenna is located; provided, however, the Architectural Committee shall have the authority to award variances with respect to the foregoing prohibition. Upon the submission by any property owner of the location and specifications of a small (approximately 21 inch diameter or less) direct satellite dish, the Architectural Committee may approve small direct satellite dish, the Architectural Committee may approve small direct satellite dishes that conform to the requirements of this section.

Section 5: Temporary Occupancy. No trailer, incomplete building, tent, shack or garage and no temporary building or structure of any kind shall be used at any time for the residence on any property within New Vista. 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 6: Motor Vehicles and Trailers.

(a) No mobile or motor home, recreational vehicle, trailer of any kind, truck larger than 1 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 New Vista, **for a period of no more than 48 hours**, in such a manner as will be Visible From Neighboring Property, however it may be parked in the garage, nor shall any motor vehicle or recreational vehicle of any kind be constructed, reconstructed or repaired on public or private property within New Vista 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 New Vista 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 New Vista between the house of 12:00 midnight and 5:00 pm, in such a manner as will be Visible From Neighboring Property.

Section 7: 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 New Vista 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. 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 of 125% of 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 VI, Section 12, 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.

(d) Lawn Ornaments. Lawn ornaments such as decorative lawn statues of animals, birds and other wildlife, or any other lawn structures of any nature or kind shall not be erected, placed, or maintained on any lot within New Vista without the prior approval of the Architectural Committee.

Section 8: Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within New Vista and no odors shall be permitted to arise there from 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 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 10: Repair of Building. No building, structure, improvement, or fence upon any Lot within New Vista shall be permitted to fall into disrepair and each such building, structure, improvement, or fence shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 11: Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within New Vista except in covered containers of a standard type approved by the Association. The Association shall select a company for weekly trash disposal service for New Vista. All residents of New Vista shall be required to use this company and no other regular trash disposal service shall be permitted. One trash company collecting trash in similar containers on the same day or days of the week is an integral feature of the harmony and aesthetics of New Vista. In no event shall such containers be maintained so as to be Visible From Neighboring Property except to make the same available for collection and then, only for the shortest time reasonable necessary to effect such collections. 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 12: Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained exclusively within an area not Visible From Neighboring Property.

Section 13: Encroachments. No tree, shrub, or planting of any kind on any Lot within New Vista 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 14: Machinery or Equipment. No machinery or equipment of any kind shall be placed, parked, operated or maintained upon or adjacent to any lot within New Vista except as follows:

(a) An Owner, guest, invitee, licensee, tenant, lessee, family member, agent or employee thereof, may use such machinery or equipment as is usual and customary in connection with the use and maintenance of a 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 a 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 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 New Vista between the hours of 12:00 midnight and 5:00 am, unless permission to the contrary is temporarily granted by the Architectural Committee.

(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 and construction of improvements on the Common Area or property owned by the Developer.

Section 15: Restriction on further Subdivision. No Lot within New Vista shall be further subdivided by an Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, without the prior written approval of the Developer. This provision shall not in any way limit Developer from subdividing any property owner by Developer. Such newly created parcel thereafter shall be considered as one Lot, but may be considered as more than one Lot for assessment purposes as determined by the Association.

Section 16: Signs. No signs of any kind shall be displayed to the public view of any Lot except as follows and subject to approval of the Architectural Committee;

(a) One sign of not more than three (3) square feet, advertising the property for sale;

(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 New Vista;

(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 advocating a candidate or a position in a duly held election, provided it is within 60 days of the election;

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

**(g) No 'for rent' or 'for lease' signs will be permitted to be placed in the yard or on the exterior of any building."**

Section 17: Dwelling Size. The Architectural Committee shall exercise its best judgment to see that the size of all structures conforms to and harmonizes with the design guidelines and the existing surroundings and structures.

Section 18: 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 New Vista.

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

Section 19: Fences.

(a) Properly constructed and installed fences may be approved as **wood privacy fences at least forty-eight (48) inches in height** by the Architectural Committee upon submission of plans and specifications.

(b) Chain link fences are not permitted.

(c) Privacy fences may not exceed seventy-two (72) inches in height. However, any lot which adjoins another subdivision, a water detention area, or public roadway may, with the approval of the Architectural Committees, have a privacy fence which can exceed seventy-two (72) inches on the Lot line between New Vista and the other subdivision, the detention area or public roadway.

(d) No fences in New Vista shall extend nearer to the front wall of a house than fifty percent (50%) 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. On corner lots the fence may extend from the house toward the street a maximum of five (5) feet, no more than city ordinance will permit.

(e) No fence or hedge shall be permitted between the front wall of the structure and the adjoining street or across the front yard.

(f) In no way shall a privacy fence be placed in any water detention area or public easement or right of way.

Section 20: Sales and Construction Office. Notwithstanding anything herein, Developer and its agents may establish temporary sales and/or construction offices and model homes in New Vista 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 New Vista.

Section 21: Basements. Basements are reserved as shown upon the recorded plats of New Vista, as determined by Developer.

Section 22: Soil Removal. Soil shall not be removed from the subdivision without the consent of the Developer. To the extent the City is required to perform maintenance services the City will not be required to obtain such consent to the extent soil removal is required for normal maintenance.

Section 23: 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 24: Window Coverings. No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar type items, shall be installed or placed on the outside or inside of any windows of a structure without the prior written approval of the Architectural Committee. Any enclosures, drapes, bars, blinds, shades, screens or other items affecting the exterior appearance of a structure

which in the judgment of the Architectural Committee detracts from the harmonious appearance and aesthetics of New Vista will be a violation of this Declaration.

Section 25: 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 intensify lighting, which does not disturb the Owners or other occupants of the properties may be allowed.

Section 26: Roofs. All roofs shall have an exterior surface, which shall be approved by the Architectural Committee, in its sole and absolute discretion.

Section 27: Completion. A structure shall be completed within 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 28: Developer Exemption. Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of Developer, its employees, agents and subcontractors or parties designated by them in connection with any construction, completion, sale or leasing of any portion of New Vista.

Sectional: Remedies.

(a) In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, builder, contractor, subcontractor, agents or employee thereof) shall violate, or permit to be violated any of the provisions set forth in this Article, the Board shall mail to said Owner a written Notice of Violation. Said 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 said Notice.

(b) If after a reasonable time has elapsed from the date of said Notice, the violation has not been voluntarily terminated by the Owner, the Association shall have the authority to pursue and affect 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 to employ laborers to enter upon the premises of said Owner for the purpose of removing and/or terminating the cause of said violation, the Association may enforce collection 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 VI, Section 12.

(c) The Association is expressly authorized to tow away, at an offending Owner's expense, any motor vehicle, recreational vehicle, or trailer, referred to in Article VIII, which is in violation hereof or which is placed on the property in violation of the Rules governing parking as may be adopted by the Board of Directors.

(d) In addition to the other remedies set forth in this Declaration, the Association shall be empowered to levy fines against the Owner of such Lot in an amount of up to one hundred dollars (\$100.00) per day for each such violation. The Association

shall give notice to the Owner as provided in (a) above which shall state the date the fine shall begin, if the violation is not terminated. All fines imposed pursuant to this paragraph shall be secured by a lien encumbering such Lot in the same manner as the lien provided for in Article VI, Section 12.

(e) 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" allowed for voluntary termination of the same, shall be made by the Association after taking into consideration the facts and circumstances surrounding the particular volatile situation, condition or occurrence.

ARTICLE IX  
CARE OF COMMON AREA AND RESTRICTED  
COMMON AREA

Section 1: Maintenance by Association. The Board may, at any time, as to any Common Area or Restricted Common Area owned, leased or otherwise controlled by it, take the following actions without any approval of the Owners being required.

(a) Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area.

(b) Construct, reconstruct, repair, replace or refinish any road improvement or surface upon any portion of such area used as a road, street, walk, driveway or parking area.

(c) Replace injured or diseased trees or other vegetation in any such area and plant trees, shrubs, annuals and perennials, and ground cover to the extent that the Board deems necessary or desirable for the conservation of water and soil and for aesthetic purposes.

(d) Place and maintain upon any such area such sign as the Board may deem appropriate for the proper identification, use and regulation thereof.

(e) Do all such other and further acts, which the Board deems necessary, to preserve and protect the property and the beauty thereof, in accordance with the general purposes specified in this Declaration.

(f) The Board shall be the sole judge as to the appropriate maintenance of all grounds within the Common Area and Restricted Common Area.

Section 2: Damage or Destruction of Common Area or Restricted Common Area by Owners. In the event any Common Area or Restricted Common Area is willfully or maliciously damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area, and the Association, at its option, shall so repair said damaged area. The cost for such repairs, multiplied by 125% shall be paid by said Owner, upon demand, to the Association and 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 VI, Section 12.

Article IX:

**Section 3: Notwithstanding any other provision to the contrary within this Declaration, in the event for any reason the Association should fail to maintain any Common Area or Areas, or in the event the Association should be dissolved for any reason or cease to exist, and the Lot Owners fail to maintain such Common Area or Areas, then the City of Republic (City) shall have the right and full authority and ability to intercede and maintain the Common Areas and assess the City's costs of same to the Lot Owners within the subdivision or any lot or parcels previously served by the Association or any of the Common Areas of the subdivision, on a pro rata basis of square footage of the lots within the area previously served by the Association and such shall run as a lien against the lots. The City shall be given the power provided herein, as well as any other remedy available to it under Law, to set and enforce such assessments to pay for the maintenance of, or abatement of any nuisance contained in, any Common Area or Areas.**

#### ARTICLE X GENERAL PROVISIONS

Section 1: Enforcement. The Association, or any Owner, shall have the rights to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration a modified and amended. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidation of all or any part of these Covenants, Conditions and Restrictions, by judgment or court order, shall in no way affect any other provisions which shall remain in full force and effect.

Section 3: Term. These Covenants, Conditions and Restrictions shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall, be automatically extended for successive periods of ten (10) years unless otherwise amended as herein provided. These Covenants, Conditions and Restrictions can, in no way, expire without the prior written consent of the City.

Section 4: Amendment. This Declaration may be altered and amended as follows,

(a) This Declaration may be amended in whole or in part at any time within (7) years from the date of recordation of same by an instrument in writing executed by Developer, its successors or assigns.

(b) This Declaration may be amended at the end of the above mentioned seven year period by an instrument in writing executed by the Association, with the approval of a majority of the votes of the Board of Directors and the Developer.

(c) No amendment shall be effective until it is recorded in the Recorder of Deeds Office in Greene County, Missouri.

(d) No amendment shall be made to dissolve the Association, to relieve the Association of the obligation to maintain the Common Area, or terminate authority without the consent of Republic, Missouri.

Section 5: Violations of Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a Nuisance and may be enjoined or abated, whether or not the Relief sought for negative or affirmative action, by Developer, the Association, or any Owner or Owners of Lots within New Vista. However, any other provisions to the contrary notwithstanding only Developer, the Association, the Board of Directors, the Architecture Committee, or duly authorized agents of any of them, may enforce by self-help any of the provisions of these Restrictions.

Section 6: Violation of Law. Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within New Vista is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in these Restrictions.

Section 7: Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

Section 8: Delivery of Notices and Document. Any written notice or other documents relating to or required by these Restrictions may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered the day after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows:

(a) if to the Association or the Architectural Committee, to the Associations registered agent at his registered office; Kenny Bussell, 5616 S. Farm Rd. 131, Brookline, MO 65619

(b) if to an Owner or Builder, to the address of any Lot within New Vista, owned, in whole or in part, by him or to any other address last furnished by an Owner to the Association.

(c) if to Developer, to its registered agent at its registered office, Kenny Bussell, 5616 S. Farm Rd. 131, Brookline, MO 65619.

Provided, however, that any such address may be changed at any time by the party concerned by furnishing a written notice of change of address to the Association, Each Owner of a Lot shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

Section 9: Public Dedication. Nothing contained in this Declaration shall be deemed to constitute a dedication for public use or to create any rights in the general public. Nothing contained in the Declaration shall be construed as creating an obligation on the part of the City of Republic or Greene County or any other governmental authority having jurisdiction

over the Property and the Common Areas or Restricted Common Area to maintain, repair or replace any portion of the Property, the Common Areas or the appurtenances thereto.

In Witness Whereof, the undersigned has caused this instrument to be signed on this \_\_\_\_ day of \_\_\_\_\_, 2010 on behalf of Bussell Building, Inc. successor to New Vista, LLC.

Bussell Building, Inc.

(Developer)

By: \_\_\_\_\_

Kenny Bussell, \_\_\_\_\_