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Bob Nolte
Recorder of Deeds

Title of Document: Second Amended Declaration of Covenants, Conditions and Restrictions for Fox Creek Plat 1 and for Fox Creek Plat 2

Date of Document: April 23, 2024

Grantor: JR2 Development, LLC

Grantee: JR2 Development, LLC, and Owners of Lots within the real estate set forth below in the Legal Description to which this Declaration applies

Legal Description:

A TRACT OF LAND SHOWN BY THE FOX CREEK SUBDIVISION PLAT 1, RECORDED IN BOOK 51, PAGE 29, OF THE RECORDS OF BOONE COUNTY, MISSOURI, AND CONTAINING 16.15 ACRES

("FOX CREEK SUBDIVISION PLAT 1").

AND

A TRACT OF LAND SHOWN BY THE FOX CREEK SUBDIVISION PLAT 2, RECORDED IN BOOK 57, PAGE 69, OF THE RECORDS OF BOONE COUNTY, MISSOURI, AND CONTAINING 29.26 ACRES, EXCLUDING LOT 285

("FOX CREEK SUBDIVISION PLAT 2")

SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY.

**SECOND AMENDED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR FOX CREEK PLAT 1 AND FOX CREEK PLAT 2**

This 2ND Amended Declaration is made and entered into this 23 day of April, 2024, by JR2 Development, LLC, a Missouri Limited Liability Company (“Developer”).

Whereas, the Developer has previously executed and filed with the Recorder of Deeds of Boone County, Missouri, a Declaration of Covenants, Conditions, and Restrictions of the subdivision known as Fox Creek, Plat 1, recorded in Book 4754 at Page 103 of the Boone County, Missouri records;

Whereas, the First Amended Declaration of Covenants, Conditions, and Restrictions was filed with the Recorder of Deeds of Boone County, Missouri, and recorded in Book 4837 at Page 161 of the Boone County, Missouri records;

Whereas, the Developer has executed and filed with the Recorder of Deeds of Boone County, Missouri, a plat of the subdivision known as Fox Creek, Plat 1, recorded in Plat Book 51 at Page 29 of the Boone County, Missouri records (also known hereafter as “Fox Creek Plat 1”); and

Whereas, the Developer has executed and filed with the Recorder of Deeds of Boone County, Missouri, a plat of the subdivision known as Fox Creek, Plat 2, recorded in Plat Book 57 at Page 69 of the Boone County, Missouri records (also known hereafter as “Fox Creek Plat 2”); and

Whereas, the Developer, as the present owner and developer of the above described lots, desires to place certain restrictions on such lots to preserve and enhance the value, desirability, and attractiveness of the development and improvements constructed thereon, and to keep the use thereof consistent with the intent of the Developer, all of which restrictions shall be for the use and benefit of the Developer and its future grantees, successors, and assigns; and

Whereas, the Declaration, as amended, provides that the Declaration may be amended, modified, or supplemented, in whole or in part, at any time by a duly acknowledged and recorded written agreement signed by both the owner of fifty-one (51) percent of the lots (excluding those owned by the Developer) within the development as then constituted and the Developer if it is then an owner; and

Whereas, pursuant to a vote of the current homeowners, more than fifty-one (51) percent agreed to modify the Declaration as set forth herein; and

Whereas, the current homeowners in said vote authorized the Board of Directors of the Columbia Fox Creek Home Owners Association to execute this Second Amended Declaration of Covenants, Conditions and Restrictions for Fox Creek, Plat 1, and Fox Creek, Plat 2.

Now, therefore, in consideration of the premises contained herein, the Developer and Home Owners, does hereby impose the covenants and restrictions herein set out on all of the above described lots, which covenants and restrictions shall be considered as covenants running with the

land whether or not the same are mentioned in subsequent conveyances, and said covenants and restrictions shall be binding upon the undersigned and its successors in title to the above described lots and to its successors and assigns forever, and the undersigned does hereby create the covenants and restrictions as set forth below, to wit:

DEFINITIONS

For the purposes of this Declaration, the following definitions shall apply:

- 1) "Approving Party" shall mean prior to the recording of the Certificate of Substantial Completion, the Developer, and subsequent to the recording of the Certificate of Substantial Completion, the Home Owners Association.
- 2) "Architectural Control Committee" or "ACC" shall mean prior to the recording of the Certificate of Substantial Completion, the Developer's appointed committee, and after the recording of the Certificate of Substantial Completion, a committee comprised of three members of the of the Home Owners Association, who shall be appointed by the Board.
- 3) "Board" shall mean the Board of Directors of the Home Owners Association.
- 4) "Certificate of Substantial Completion" shall mean a certificate executed, acknowledged and recorded by the Developer stating that all, or at the Developer's discretion, substantially all, of the lots in the development have been sold by the Developer, and the residences to be constructed thereon are substantially complete.
- 5) "Common Areas" shall mean street right-of-ways, streets, street islands, gateways, entrances, monuments, recreation areas, berms, and other ornamental areas, and related utilities, streetlights, sprinkler systems and landscaping constructed or installed by or for the Developer, which are intended for the use, benefit or enjoyment of all of the owners within the development.
- 6) "Developer" shall mean and refer to JR2 Development, LLC, a Missouri Limited Liability Company, and its successors and assigns.
- 7) "Development" shall mean all of the above described lots in Plat 1, Plat Book 51, Page 29 of the Boone County records, and in Plat 2, Plat Book 57, Page 69, of the Boone County Records, all common areas, and all additional property which hereafter may be made subject hereto in the manner provided herein.
- 8) "Exterior Structure" shall mean any structure or other improvement erected or maintained on a lot other than the main residential structure, and shall include, without limitation, any deck, gazebo, greenhouse, doghouse, or other animal shelter or run, outbuilding, fence, patio, wall, privacy screen, swimming pool, hot tub/spa, basketball goal, swing set, trampoline, sandbox, playhouse, treehouse, or other recreational play structure.
- 9) "Home Owners Association" or "HOA" shall mean Columbia Fox Creek Home Owner's Association, a Missouri not-for-profit corporation formed by the Developer on April 13, 2018, for the purpose of serving as the owner's association for the development.
- 10) "Lot" shall mean any lot shown as a separate lot on any recorded plat of all or part of the development.
- 11) "Owner" shall mean the record owner in fee simple of any lot, including the Developer, and for purposes of all obligations of the owner hereunder, shall include all family members and tenants of such owner, and all guests or invitees.

- 12) "Street" shall mean any public street, road, circle, boulevard, or cul-de-sac shown on any recorded plat of all or part of the development.
- 13) "Shared Common Areas" shall mean any portions of the above described "common areas" that the Developer designates that shall be for the use, benefit and enjoyment of the owners of lots of the development.

USE RESTRICTIONS

- 1) Use of Land: None of the Lots may be improved, used or occupied for other than single family, private residential purpose, and no duplex, flat, boarding house, rooming house, apartment house, or other multi-family structure may be erected thereon. Nothing contained herein shall prevent the Developer from using temporary buildings or structures, or any residence for a model, office, sales or storage purposes prior to the recording of the Certificate of Substantial Completion.
- 2) Minimum Floor Area: No residence shall be constructed upon any Lot in the development unless it has a total enclosed interior finished floor area of not less than:
 - a. One Story Residence: 1400 square feet finished above grade minimum
 - b. Two Story Residence: 1600 square feet finished above grade minimum, with 1100 square feet minimum on the main level
 - c. Split Level (Walk Out) Residence: 1700 square feet finished minimum
- 3) No residence shall have less than a two (2) car garage
- 4) Approval of Plans and Post Construction Changes: No residence may be erected upon any Lot unless and until the building plans, specifications, materials, Lot location, elevations, Lot grading plan, exterior color scheme, and landscaping plans have been submitted, and approved, in writing to the ACC. Following the completion of any residence, no exterior colors, general grading or landscaping shall be changed unless the changes have been submitted, and approved, in writing to ACC.
- 5) Timeline: Unless the time period is expressly extended by the Developer, HOA, or ACC in writing, construction of the residence on a Lot shall be completed within nine (9) months of initial disturbance.
- 6) General Provisions:
 - a. No fence shall be located on a Lot which has not been preapproved in writing by the ACC.
 - b. No above ground swimming pools are allowed. All pools and exterior hot tubs / spas must be preapproved in writing by the ACC.
 - c. No free standing, portable basketball goals are allowed. Permanently installed basketball goals must be preapproved in writing by the ACC.
 - d. No truck (except three fourths (3/4) ton or smaller noncommercial pickup trucks) or commercial vehicle shall be parked, left, or stored on any Lot or street for more than an eight-hour period. No vehicle in inoperable condition or any trailer, mobile home, bus, van, camper, recreational vehicle, boat, boat trailer, or other mobile apparatus of any kind whatsoever shall be parked, left or stored on any Lot or street for more than a twenty-four (24) hour period except within an enclosed garage.
 - e. No Lot shall ever be used, and no residence shall ever be placed, erected, or used for business (including daycare), professional, trade or commercial purposes on any

- Lot. Home offices for the use of occupants of the residence on the Lot shall be permitted, provided that such use is not discernable from outside of the residence.
- f. No trash, ashes, lawn clippings, or other refuse shall be thrown, placed, or dumped upon any Lot or Shared Common Area. Any and all noise complaints shall be handled by City authorities in accordance with limitations imposed by Columbia City Ordinances, Article III – Noise, including, but not limited to Subsections 16-256 through 16-259 (as amended) which take precedence over this HOA.
 - g. Roll carts are to be kept and maintained by each Lot Owner in accordance with the Columbia City Ordinances.
 - h. Each owner shall properly maintain each lot in a neat, clean and orderly fashion. All residences and exterior structures shall be kept and maintained in good condition and repair at all times.
 - i. No dog, or other pet, shall be permitted to run at large off the premises of a lot unless either such animal is on a lease and under the control of a competent person, or such animal is under the control of a competent person and is obedient to the commands of such person. No dog shall be kept on any lot unless contained thereon by an “invisible fence”. No dog shall be kept on any lot which barks causing disturbance to the occupant of any other residence or lot owner. No dog, or other pet/animal may be kept, bred, or maintained on a lot or within any residence for any commercial purpose.
 - j. No doghouse, pet pen, storage box, shed, barn, or other storage facility shall be erected upon, moved onto, or maintained upon any yard. Storage shall be permitted under a deck, provided such area is wholly screened from the view of other residences or the public.
 - k. No sign of any kind shall be displayed to the public view upon any lot except signs used to advertise the property for sale or rent and said sign does not exceed two (2) feet by four (4) feet in size. There shall be a maximum of two (2) political signs allowed on a Lot at any time, provided that the requirements in this section are met. In accordance with Missouri House Bill 1887 signed into law by the Missouri governor on June 1, 2018, political signs are permitted. However, such signs must meet the foregoing size and number requirements. Political signs can only be posted on a Lot during the forty-five (45) days prior to an election and shall be taken down within two (2) days after the election. Additionally, streamers, ballons and other apparatus shall not be attached to any political sign. Reasonable size high school, college or professional team banners may be displayed on each Owner’s property.
 - l. No communication tower shall be located on any lot or residence.
 - m. No exterior antenna and no electronic dish or satellite dish greater than twenty-four (24) inches in diameter shall be permitted on the exterior of any building on a lot, or on the lot itself without the express written approval of the ACC.
 - n. No illegal activities shall be conducted on any Lot or Shared Common Areas, nor shall anything be done on any Lot or Shared Common Areas which may negatively affect the value of other Lots in the Fox Creek Subdivision.
 - o. No two wheeled, three wheeled, four wheeled, or greater number of wheeled recreational vehicle (ATV, moped, powered scooter, power tricycle, or motor bike) may be operated on any lot or on the streets in the development for recreational purposes.

- p. No lot shall be used to generate, manufacture, transport, treat, store, dispose of, or transfer a hazardous substance or other dangerous or toxic substance or solid waste.
- q. No structure, planting, or other material shall be placed or permitted to remain in an area that may damage or interfere with storm water drainage or established slopes or that may create erosion or soil sliding problems on a lot.
- r. Outdoor fires must be contained to a fire pit, or some other structure, that has been preapproved by the ACC.
- s. No trampolines shall be allowed anywhere in the development.
- t. Seasonal decorations shall not remain on the residence or lot for more than sixty (60) continuous days.
- u. As per City of Columbia ordinances, parking is allowed only on driveways or streets.
- v. A property owner who sells, or conveys ownership, in a property shall disclose to the future owner the existence of these restrictions.

ARCHITECTURAL CONTROL

- 1) Architectural diversity is very important to Fox Creek. Historically traditional and compatible architectural styles are strongly encouraged. Each residence style proposal will be reviewed on each specific merit and on a case-by-case basis. Detailed ACC reviews will be completed for each proposed portfolio house and lot specific submittal as they are received.
- 2) Leadership in Energy and Environmental Design (LEED) concepts are very encouraged for Fox Creek. The U.S. Green Building Council (USGBC) recommends many design and construction accommodations that result in resource efficient build projects. LEED designs result in more energy efficient dwellings that use less water and reduce the production of greenhouse gas emissions.
- 3) The front side of the home shall be of brick, brick veneer, stone, stucco, synthetic stucco, concrete/cement fiber board, or LP SmartSide. Other materials must be preapproved by the ACC.
- 4) All exterior finish materials shall be of tones and colors or shades preapproved by the ACC.
- 5) The minimal pitch of any roof, or roof extension, shall be seven (7) inches per twelve (12) inches.
- 6) Roofs shall be covered with asphalt laminated thirty (30) year architectural shingles. Alternative roof materials, including metal, must be preapproved by the ACC. Solar shingles are encouraged.
- 7) Framed/sided chimneys are allowed, although masonry chimneys are encouraged. Direct vented units are allowed; however, they must be integrated into the architecture (i.e. gable or shed roofs over fireplace boxes). Exposed spark arrestors are not allowed.
- 8) Exterior door material shall be solid wood, fiberglass, or metal insulated. Screen or storm doors are allowed and shall be compatible with the design and exterior color of the home.
- 9) No window or wall air conditioning units will be allowed.
- 10) All porches, patios, and decks are subject to ACC preapproval, and must be consistent with the home's architecture, color scheme, and exterior material selection.

- 11) As a minimum, all homes must have a two car garage. Elevations must be designed to subordinate garages to the home to the greatest extent possible. Front load garages are permissible and must match the architectural style of the entire house.
- 12) Fence heights shall not exceed 6' 0" (5' 0" height is recommended) or as required by local codes and City of Columbia. Front yard fences are not allowed. All fence installations must be preapproved by the ACC.
- 13) Fences shall be finished / painted in black metal, and preapproved by the ACC. All fences that are visible from the streets are encouraged to have additional screening placed around them in the landscape plan.
- 14) Driveways shall be paved with a hard surface material such as concrete, exposed aggregate in concrete, stamped concrete, stone, or brick pavers. Any type of driveway or pad other than naturally colored concrete shall be reviewed and approved by the ACC on a case-by-case basis. Asphalt driveways are not permitted. The aggregate base, thickness, reinforcement, etc. should comply with good construction practices and/or as required by the City of Columbia.
- 15) Additional driveways will not be permitted for parking purposes except in front of the garage, or as approved by the ACC on a case-by-case basis, only if they do not have a visual adverse effect from the street, common areas, or other homes.
- 16) Walks from the front entry, or secondary entries, shall be constructed of poured in place concrete, stamped concrete, brick pavers, concrete pavers, or stone. Patterns or alternate paving materials may be used if they are in keeping with the materials of the principle structure and design detailing. Any material other than those listed above shall be reviewed and approved by the ACC on a case-by-case basis. Two (2) copies of a plan showing the proposed walk and materials to be used shall be provided to the ACC and approved by the ACC at least two (2) weeks before any work on the walkway is started. Any questions about materials should be addressed to the ACC.
- 17) Site lighting shall be low intensity, and when used, should be used to accent entrances and special features. Overall high levels of light are not desired, or may not be allowed by the City of Columbia. Intensity should be no greater than required for pedestrian safety, other than as accent on landscape plantings or buildings. Post lights are allowed, but must be preapproved by the ACC prior to installation.
- 18) Professionally installed solar equipment and panels are encouraged, and every home must be designed and built to be solar capable at a later date from both a structural and electrical connectivity basis. A specification and drawing showing the location on the roof must be submitted and preapproved in writing by the ACC. Panels and collectors shall be located as inconspicuously as possible, ideally on the side with the least public exposure. They should be attached only to the roof, and not free standing or ground mounted. Solar shingles, again, are encouraged as well.
- 19) As mandated by the USPS in December 2017, all new residential communities must use cluster mailboxes. All Lot Owners in Fox Creek shall use the cluster or community mailboxes installed on community property by Fox Creek builders. Individual homeowner mailboxes are not permitted in front of any house in Fox Creek, unless pre-approved by the USPS.
- 20) Play equipment, playhouses, etc. shall be placed in rear yards within the building setbacks. Consideration should be given to lot size, equipment size, material, design, amount of visual screening, and relationship to the neighboring properties. Equipment constructed

from natural materials is strongly encouraged. Painted metal play equipment, not including wearing surfaces like slides, slide poles, and climbing rungs, should be painted dark green or brown to blend in with the natural surroundings. Play houses must be in scale with the size of the yard and shall not exceed 100 square feet in size including any covered porch or stoop areas. The playhouse should be finished or painted to match the existing house details, finishes and colors.

- 21) In ground swimming pools are allowed and will be reviewed by the ACC on a case-by-case basis prior to the beginning of clearing or construction. Hot tubs and spas are allowed but must be pre-approved in writing by the ACC. Such pools, hot tubs, and spas shall be located in the rear yards only and within the building setbacks. Pools shall comply with all local, state, etc. safety codes and requirements. Above ground pools are not allowed.
- 22) During construction, all debris shall be placed in a single location on the lot of the construction site only. The debris shall preferably be contained in a refuse container or dumpster to assist in the debris being scattered to neighboring lots or common areas. After construction is completed, there shall be no debris or trash of any kind remaining on any lot, on sidewalks or streets contiguous thereto and no excess building material, storage shed, etc. shall remain on the lot.
- 23) During construction, all streets shall be kept clean of mud, gravel, and trash. All broken curbs or damaged paving shall be promptly repaired.
- 24) General:
 - a. It is the primary responsibility of each homeowner to maintain his/her property so as not to detract from the overall beauty of the Fox Creek community.
 - b. If at any time the ACC, or the Fox Creek HOA, is made aware of a property that has deteriorated to the point that it is affecting the aesthetics of the Fox Creek community, representatives of the HOA will make an on-site inspection. Based upon the severity of the deterioration, the homeowner will be given a specific length of time to make the necessary repairs. If after that time, the repairs have still not been made, the HOA may be forced to take more strenuous action per these covenants, conditions, and restrictions. All related costs for this action will then be charged to the responsible homebuilder or homeowner.

ARCHITECTURAL CONTROL COMMITTEE

- 1) The Architectural Control Committee (ACC) shall be initially composed of James Krogman. The ACC may designate in writing a representative to act for it at any time. Until such time as he resigns or assigns control, James Krogman shall have the right to remove any member of the ACC and to designate a new member of the committee, and to change the number of members on the committee.
- 2) At such time as James Krogman shall transfer or assign his rights to act as the sole member of the ACC, the ACC shall then be comprised of three members appointed by the HOA Board. At least two (2) members of the ACC must be Lot Owners subject to this declaration. In the event of a death, resignation, or disqualification of any member of the ACC, the HOA Board may replace such member until the next special or regular meetings of the Association. Nothing contained herein shall limit a member of the Board simultaneously serving on the ACC.
- 3) No member of the ACC shall receive any compensation for services provided.

- 4) The ACC shall have the authority to interpret the provisions of this Declaration in its reasonable discretion.
- 5) The ACC, consisting of all voluntary members, shall review proposals using these guidelines and covenants as references. Proposed new and major renovation construction plans must be submitted to the ACC in writing for review and approval prior to beginning any clearing of the lot, construction, or demolition.
- 6) In making its decisions, the ACC may consider all aspects and factors that the committee members, in their reasonable discretion, determine to be appropriate to establish and maintain the quality, character, and aesthetics of the development, including but not limited to the consistency and harmony of the proposed work and improvements with the Developer's overall plans for the development and existing improvements in and the general appearance of the development, the potential impact on the property values within the development, and compliance with specific requirements of the declaration. All decisions of the ACC shall be in writing and delivered to the applicant.
- 7) Approval by the ACC does not constitute a representation of warranty as to the quality, fitness, or suitability of the design or materials specified in the plans or approval of any local, state, or national code or ordinance. It is the applicant's sole responsibility to provide safe construction practices and meet all relevant local, state, and national codes and ordinances as related to each specific construction project including but not limited to verification of setbacks, utilities, existing site features, etc. The ACC shall not be held liable for any injury, damages, or loss arising out of the manner or quality or safety of construction or any modification to a home site.
- 8) The ACC shall also monitor the construction process in order to ensure conformance with the approved ACC plan submittals. Failure to comply with ACC requirements and approved plans and elevations, etc. may result in the required removal of any non-conforming construction, detailing, colors, etc. at the builder or homeowners expense.
- 9) ACC reviews and appointments will be scheduled on an as-needed basis. The ACC will strive to complete reviews within ten (10) business days after receipt of the submittal. If responses are required sooner than ten (10) business days, a request in writing will be given consideration.
- 10) Submittals shall include two (2) copies each of fully dimensioned floor plans; front, side and rear elevation plans; material specifications; color selections; landscape plan; and an adherence statement relative to this Declaration.
- 11) Concept drawings or preliminary plans may be submitted to the ACC for review and comment prior to more detailed plan submittal. Approval to proceed shall only be given once a full submittal has been approved by the ACC.

LANDSCAPING REQUIREMENTS

- 1) Prior to occupancy, and in all events within nine (9) months following commencement of construction of the residence, the Owner shall topsoil and sod all front lawn areas and otherwise landscape the Lot in accordance with the plans approved by the ACC. The rear yard may be seeded and mulched or hydro-seeded after topsoil replacement.
- 2) Landscape design should be integrated into the design of the home, from its inception. The use and preservation of native and naturalized landscape is strongly encouraged.

- 3) The paving and drainage design, including curb and guttering, drainage easements, etc. shall not be altered in any way without written request and written approval from the ACC, and the City of Columbia when required.
- 4) Buildings and landscape material shall be placed on the site so the maximum number of desirable trees and other natural features are preserved. The site shall be finish graded for positive drainage away from the house and accessories to prevent ponding or soil erosion on the site or on adjacent properties.
- 5) Irrigation coverage of front yards and corner side yards are encouraged, but not required. The irrigation system shall be permitted by, and constructed to, City of Columbia standards. The irrigation system shall be automatically controlled by a timer.
- 6) The landscape design must have a minimum of two (2) 2 1/2" caliper trees planted in the front yard. If the lot backs up to another lot, one (1) additional 2 1/2" caliper tree must be planted in the back yard as well.
- 7) Landscape lighting shall be low intensity, and when used, should accent entrances and special features only.
- 8) Rear decks that are visible from the street or adjacent lots as determined by the ACC, must be underpinned with horizontal or diagonal lattice type screening, or landscaped specifically to provide similar screening coverage, unless the deck is above a main level patio or windows to the lower level.
- 9) Each Lot must have a minimum of ten (10) shrubs/perennials planted in the yard. Owners are encouraged to add additional shrubs/perennials to screen or soften the impact of blank walls, retaining walls, garage entries, utility boxes, etc. Also, planting perennials is highly encouraged.
- 10) Any tree, shrub or planting that dies, or becomes unsightly after installation in the opinion of the ACC shall be replaced by approved plants within forty-five (45) days of notification by the ACC.
- 11) Homeowners are encouraged to provide landscape screening for all service areas, electric and gas meters, HVAC equipment, utility boxes, etc. that are present on each Lot. The City of Columbia Ordinances and the Boone County Code do not provide any guidance or restrictions on screening; however, utility service personnel have the right to disrupt any screening in order to perform necessary services and those service personnel will not be held responsible for replacing destroyed or damaged landscaping materials.
- 12) No fence, wall, hedge, shrub planting or grades, which may obstruct vehicular sight distance shall be permitted at any driveway or sidewalk turnout or intersection. No fence, wall, hedge, shrub, or trees may be planted on any street right of way, except as approved by the City of Columbia and the ACC.
- 13) Lawn ornaments and yard art, freestanding flagpoles, lantern poles, flood lights, security lights, fishponds, etc. are allowed, but only with preapproval of the ACC on a case-by-case basis.
- 14) No lawns shall be allowed to grow in excess of six (6) inches before being mowed, nor shall any lot on which a residence has been constructed or not, be allowed to accumulate brush, leaves, debris, or the like if such accumulation presents an unsightly appearance in the opinion of the ACC.
- 15) Dead trees, broken limbs, and general storm damage must be promptly addressed as soon as reasonably possible.

HOME OWNERS ASSOCIATION

- 1) The Developer has incorporated Columbia Fox Creek Home Owners Association, a non-profit organization.
- 2) The organization, called the Columbia Fox Creek Home Owners Association, shall consist of a minimum of three (3) initial directors, as appointed by the Developer.
- 3) Thereafter, the directors shall be elected by the Lot Owners of the development. Each Lot will be entitled to one (1) vote.
- 4) The initial elected board shall have one director serving a three (3) year term, one director serving a two (2) year term, and one director serving a one (1) year term. Each year one new director shall be elected so as to maintain a total membership on the board of a minimum of three (3).
- 5) The election of directors and the conduct of all affairs of the HOA shall be in accordance with the articles of incorporation and the by-laws established by the directors of the association, insofar as such by-laws do not conflict with the provisions of this declaration, and in the case of conflict, the provisions of this declaration shall control. After the Developer assigns its Developer rights to the HOA, the HOA shall then make any and all decisions related to the Association.
- 6) Each Owner of a Lot, by acceptance of a deed, contract for deed, or other form of conveyance therefore, whether or not it shall be so expressed in any such deed, contract or other conveyance, shall be deemed to covenant and agree to pay to the HOA annual assessments and special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual assessments and special assessments, together with interest thereon and costs of collection as hereinafter provided, shall be a lien upon the lot / residence against which such assessment is made.
- 7) Each Lot Owner shall be required to pay the HOA an initial fee of Two Hundred and 00/100 Dollars (\$200.00) at closing upon conveyance of the Lot from a developer/builder. The amount is the same regardless of the closing date within the calendar year.
- 8) Once a home is constructed and occupied, there will be an annual association fee of \$250, billed on January 1st of each year. The year of closing shall be prorated from the date of closing to the end of the year.
- 9) Any Lot owned by any person(s) or entity (other than the Developer) that is vacant for a period of time greater than nine (9) months, or that has a residence that remains unfinished for a period of time greater than nine (9) months, shall be assessed an annual maintenance fee of \$100.
- 10) Special assessments for capital improvements may also be levied, provided the majority of the HOA membership in attendance at the annual meeting votes in favor of the assessment.
- 11) If any assessment is not paid on the due date, then such assessment shall become delinquent and shall, together with interest and costs of collection, thereupon become a continuing lien on the property, which shall bind such property in the hands of the Owner, and said Owner's heirs, devisees, personal representatives, and assigns. The HOA may file a notice of lien with the Boone County Recorder of Deeds for delinquent assessments. The personal obligation of the then Owner to pay such assessment, however, shall remain said Owner's personal obligation and shall also pass to and be the personal obligation of said Owner's successors in title to the property.

- 12) If any assessment is not paid when due, the assessment shall bear interest from the date of the delinquency at the rate of eighteen (18%) per annum, and the HOA may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment and interest, any reasonable attorney fees incurred in collection. No Owner may waive or otherwise escape liability for the assessment provided for herein by claimed non-benefit or nonuser of the benefits for which the assessment is imposed. For the purposes of this declaration, the obligations of an Owner are joint and several among all the persons having any interest of record in such property.
- 13) No director or other officer of the HOA shall receive any compensation for any services they provide to the HOA. However, in conducting business for the HOA, members of the Board may be reimbursed for reasonable expenses such as stationery, envelopes, stamps, printing costs, etc. as long as receipts are provided. This does not prevent the Board from hiring an independent management firm to support the HOA.
- 14) When the HOA Board assumes control, withdrawals from the HOA bank account must be approved by any 2 elected officers of the HOA and documentation of all withdrawals must be kept in the HOA files.

ENFORCEMENT

The Developer and/or the HOA may enforce this declaration and the provisions herein and shall have the right to proceed in law or in equity, or both, against any person or persons violating or attempting to violate any of the provisions of this declaration, either to restrain violation or to restore damages, or both, and said remedies shall be cumulative and not exclusive, and in said legal proceedings the prevailing party shall have the right to recover from the other party all reasonable litigations expenses, including all reasonable attorney fees.

DEVELOPER RIGHTS

- 1) The Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water mains and lines, electric, telephone and cable television lines, and other utilities, and to give or grant rights-of-way or easements therefore, over, under, upon and through all easements and rights-of-way and common areas shown on the recorded plat of the development. All utility easements and rights-of-way shall inure to the benefit of all utility companies for purposes of installing, maintaining or moving any utility lines or services, and shall inure to the benefit of the Developer, all owners within the development and the HOA as a cross easement for utility line or service maintenance.
- 2) The Developer shall have, and hereby reserve for itself, its successors and assigns and the HOA and its successors and assigns an easement over and through all unimproved portions of each lot in the development for the purpose of performing the duties of the HOA and maintaining any common areas.
- 3) The Developer and its successors, assigns and grantees (including owners of lots having the right to use shared common areas), the owners of lots in the development and the HOA shall have the right and easement of enjoyment in and to all of the common areas, but only

for the intended use or uses thereof. Such right and easement in favor of the owners shall be appurtenant to, and shall automatically pass with the title to each lot. All such rights and easements shall be subject to the rights (including ownership) of any governmental authority or any utility therein or thereto.

- 4) The Developer covenants and agrees to, convey all of its right, title and interest in the common areas (except any part thereof that is within any lot or outside of the development and except any part of a common area shown on a recorded plat that has been subsequently re-platted by the Developer for other use for the purpose of relocating streets, street right-of-ways, utilities, recreational areas, recreational facilities or adjusting lot sizes and locations) to the HOA, without any cost to the HOA, not later than one (1) month after the Developer has recorded the certificate of substantial completion. The HOA shall at all times be responsible for the property maintenance of all common areas, except any part thereof that is within any lot and has not been landscaped or otherwise improved by the Developer or the HOA. Notwithstanding anything herein to the contrary, no owner shall have any ownership interest in any designated common area, but shall only have easement rights to use such property consistent with this declaration and further no such rights shall commence to exist unless and until Developer actually conveys said designated property to the HOA or dedicates same to the City of Columbia as right-of-way, as the case may be.
- 5) The right and easement of enjoyment of the owners in the development as to any common area shall be subject to the right of the Developer to convey sewage, water, drainage, maintenance and utility easements over, under, upon and through such common area.
- 6) The agreements, restrictions, and reservations herein set forth are, and shall be, covenants running with the land and into whosoever hands any of the property in the development shall come, for the benefit of all the land in the development. The Developer, and its successors, assigns and grantees, and all parties claiming by, through or under them, shall conform to and observe such agreements, restrictions, reservations; provided, however, that no person shall be obligated to enforce any such agreements, restrictions and reservations. No agreement, restriction or reservation herein set forth shall be personally binding upon any owner except with respect to breaches thereof committed during owner's rights to title of such lot; provided, however, that the immediate grantee from the builder of the residence on a lot shall be personally responsible for breaches committed during such builder's ownership of such lot. The developer, its successors and assigns, the owner of any of the lots and the HOA, shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the agreements, restrictions and reservations herein set forth, in addition to any action at law for damages. The failure to enforce any of the agreements, restrictions, or reservations herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.
- 7) The Developer shall have the right and authority from time to time, by appropriate agreement made expressly for that purpose and recorded in the office of the Recorder of Deeds of Boone County, Missouri, to assign, convey, transfer and set over to any person or entity, all of any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for all purposes be the Developer hereunder with respect to assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey,

transfer and set over the rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.


- 8) The provisions of this declaration shall remain in full force and effect for a period of twenty (20) years from the date hereof, and shall automatically be continued thereafter for successive periods of ten (10) years each; provided, however, that the then owners of sixty-six (66) percent of the lots may release the development from all or part of such provisions at the expiration of the initial period or at the expiration of any extension period by execution, acknowledging and recording an appropriate agreement in writing for such purpose, at least sixty (60) days prior to the original expiration date or to a subsequent expiration date, whichever is applicable. The provisions of this declaration may be amended, modified, or supplemented, in whole or in part, at any time by a duly acknowledged and recorded written agreement signed by both the owners of fifty-one (51) percent of the lots (excluding those owned by the Developer) within the development as then constituted and the Developer if it is then an owner.
- 9) The Developer shall have, and expressly reserves the right, from time to time, to add to the existing development and to the operation of the provisions of this declaration such other adjacent lands as it may now own or hereafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions, and modifications of the provisions of this declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in good faith.
- 10) Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgement or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

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10th IN WITNESS WHEREOF, the undersigned has hereunto executed this document this day of April, 2024.

DEVELOPER:

JR2 DEVELOPMENT, LLC, a Missouri
Limited Liability Company



JAMES KROGMAN, Manager

STATE OF MISSOURI)
)ss.
COUNTY OF BOONE)

On this 10th day of April, 2024, before me personally appeared JAMES KROGMAN, who is personally known to me to be the person who executed the foregoing instrument as the Manager of and an authorized representative of JR2 DEVELOPMENT, LLC, a manager managed Limited Liability Company in the State of Missouri, and acknowledged the same to be the free and binding act and deed of such entity.

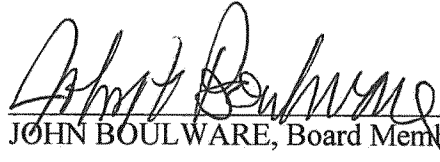
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the State and County the day and year first above written.



NOTARY PUBLIC

LIZ McCOLLUM-JONES
Notary Public - Notary Seal
STATE OF MISSOURI
County of Boone
My Commission Expires 9/23/2027
Commission #19878694

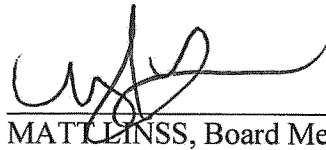
BOARD OF DIRECTORS:



JOHN BOULWARE, Board Member



RYAN ROARK, Board Member



MATT LINSS, Board Member

STATE OF MISSOURI)
)ss.
COUNTY OF BOONE)

On this 11th day of April, 2024, before me personally appeared JOHN BOULWARE, RYAN ROARK, and MATT LINSS, who are personally known to me to be the persons who executed the foregoing instrument as the Board of Directors of Columbia Fox Creek Home Owners Association, a non-profit corporation in the State of Missouri, and acknowledged the same to be the free and binding act and deed of such entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the State and County the day and year first above written.

SUSIE A CONRAD
Notary Public - Notary Seal
STATE OF MISSOURI
County of Boone
My Commission Expires 7/15/2027
Commission #15636076



NOTARY PUBLIC