

Book:601 Page:

Receipt if: 321815
Reception: 201808280

TGI Fees: \$63.00

Pages Recorded: 14

Date Recorded: 9/5/2018 12:06:23PM

Ken

'-

IT\DQrurv



This instrument was prepared by
and after recording return to:

Timothy T. Sigmund
Sigmund Browning, LLC
305 E. McCaffy Street, Suite 300
Jefferson City, Missouri 65101

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
RELATED TO
SUMMER FIELD ESTATES SECTION ONE

THIS DECLARATION is made as of the 5th day of September, 2018 by C R Properties, L.P., a Colorado limited partnership (the "Declarant") ("Grantor" and "Grantee" for recording purposes).

RECITALS

A.The Declarant owns that certain tract of land located in Cole County, Missouri more particularly described on Exhibit A, attached and incorporated by this reference (the "Property"). The Property consists of all of the lots shown on the subdivision plat entitled Summerfield Estates Section One recorded among the records of Cole County, Missouri in Book 12, Page 888, and as re-filed in Book Q, Page 894 (the "Plat").

B. The Declarant desires to subject the lots shown in the Plat (the "Lots"), to the covenants, conditions and restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots. All of said Lots shall be subject to the covenants, conditions, restrictions and easements specified herein, which shall run with the land, and shall be binding upon every owner of the Lots in said subdivision in the same manner as if said restrictions were set out in full in each contract and conveyance of or concerning any Lot or any pan thereof.

Now, Therefore, The Declarant hereby declares that the Property shall be held, sold, conveyed, and occupied subject to the Covenants, Conditions, Restrictions, and Easements set forth below.

ARTICLE 1 DEFINITIONS

"Committee" means the Architectural Control Committee as described in Article III, Section 2 herein.

"Declarant" means C R Properties, L.P. and any successor or assign thereof to whom C R Properties, L.P. shall convey or otherwise transfer all or any parts of the rights, title and interest in the Property then owned by it, and/or to whom C R Properties, L.P. shall expressly transfer and assign all of its right, title and interest under this Declaration, or any amendment or modification of this Declaration.

"Lot" means a portion of the Property designated as a Lot on the Plat, but does not include Tract A or Tract B which are intended to be transferred by Declarant to adjacent property owners

"Owner" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple title to a Lot in the Property, as the Lot is now or may from time to time hereafter be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner. The term "Owner," shall not mean any contract purchaser, nor shall it include any mortgagee, the holder of any Deed of Trust or other person or legal entity holding an interest in a Lot as security for the performance of an obligation, except that "Owner" shall be deemed to include lessors, whether or not such persons occupy any portion of the Property.

"Propeny" means all of the land shown on the Plat and such additional land as may be subjected to this Declaration under the provisions of Article II below.

"Structure" means any building, fence, privacy enclosure wall, retaining wall, driveway, sign, swimming pool, hot tub/spa, green house, gazebo or structure of any kind, whether temporary or permanent in nature

ARTICLE 11 PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

SECTION 1

All of the Property shall be transferred, held, sold, conveyed and occupied subject to this Declaration whether or not the Deed conveying the Lot shall so state.

SECTION 2

Additional lands may be subjected to this Declaration in the following manner:

(a) The Declarant or CLM Developing, L.P., and their respective successors and assigns, shall have the right, for a period of ten (10) years from the date of this Declaration, to bring additional parcels of land within the operation and effect of this Declaration. The additions authorized under this Section 2(a) shall be made by recording among the records of Cole County, Missouri a supplement to this Declaration, which need be executed only by the Declarant and the owner of such additional land if the Declarant is not the owner thereof, which shall describe the additional land and state that it is subject to this Declaration. The additions authorized by this Section 2(a) shall not require the approval of the Owners. Any such supplement

to this Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions as they apply to the additional land as may be necessary to reflect the different character, if any, of the additional land. In no event, however, shall the supplement to this Declaration revoke, modify or add to the covenants, conditions and restrictions established by this Declaration insofar as they pertain to the Property as the same exists prior to the supplement without the approval of two-thirds (2/3rds) of the then Owners.

(b) At such time as the Declarant no longer has an ownership interest in any Lot, then upon the written approval of fifty-seven (57%) percent of the Owners, the owner of any land who desires to subject it to the operation and effect of this Declaration may do so by recording among the records of Cole County, Missouri a supplement to this Declaration describing the additional land and stating that it is subject to this Declaration. Any such supplement to this Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the additional land, provided they are not inconsistent with this Declaration. In no event, however, shall the supplement to this Declaration revoke, modify or add to the covenants, conditions and restrictions established by this Declaration insofar as they pertain to the Property as the same exists prior to the supplement.

No Lots as designated on the Plat may be further subdivided without the prior written consent of the Declarant.

ARTICLE 111 COVENANTS, CONDITIONS, AND RESTRICTIONS

The covenants, conditions, restrictions and easements set forth in this Declaration, are imposed upon the Lots for the benefit of the Declarant and the Owners, and their respective legal representatives, heirs, successors and assigns, and may be enforced by any or all of them as against any party hereto.

SECTION 1 USE OF PROPERTY

The Lots and any Structure now or hereafter erected on a Lot shall be occupied and used for singlefamily residential purposes only, and no Structure shall be erected, altered, placed or permitted to remain on any Lot other than as described further herein, except that real estate sales, management and construction offices may be erected, maintained and operated on any Lot or in any structure now or hereafter erected on any Lot provided the offices are used solely in connection with the development of the Property or the construction of improvements on the Property. "Single -family residential purposes" shall mean a detached building intended and designed for occupancy by one family and used solely as a dwelling for one family; boarders and roomers not to be construed as pan of the "family".

Notwithstanding the foregoing, activities on or from Lots and the improvements thereon which produce revenue shall not be deemed a violation of "residential purposes" provided that such activity does not exhibit an open or notorious commercial business operation and complies with the following:

(a) Only a person residing at the Lot on a full-time basis may be engaged in the business operation (except that this restriction shall not apply to housekeepers, babysitters, nannies, maid services, gardeners, or grounds maintenance persons employed by the Owner or a resident to perform services only for such Owner or resident or their family residing on the Lot).

(b) All improvements on a Lot must at all times maintain a "residential appearance".

(c) Signage for any allowable business shall be limited to one non-illuminated sign with a maximum size of one square foot, which can be affixed to an exterior wall of the building on a Lot or placed in a window of the building. Yard signs or the parking at any time on a Lot, or in front of a Lot, of vehicles displaying a business name, logo or insignia are prohibited (except for businesses or persons performing services or supplying materials to the Owner or residents).

(d) Any business must be conducted completely within the residential dwelling on the Lot and the total space on which the business is conducted shall not exceed 25% of the total livable square footage of the dwelling.

(e) Mechanized equipment used in conjunction with the business shall be used only within the dwelling. No equipment shall be used which creates a nuisance due to odor, vibration, or noise beyond the boundaries of the Lot. Use of power equipment in open garages, on driveways, or on patios is prohibited except for the limited purpose of maintenance, repair, or improvement of the Structures or landscaping on the Lot. No mechanized equipment shall be stored outside the buildings on the Lot except as may be reasonably related to the maintenance, repair, or improvement of the Structures or landscaping on the Lot.

(f) Up to one vehicle relating to the business may be maintained at the Lot, but the same shall not exceed one ton capacity and shall be parked on the side or rear of the Lot; not in front of the dwelling.

(g) Up to one trailer used in the business may be stored in an enclosed garage on the Lot or behind the dwelling on the Lot.

(h) No more than eight (8) business related vehicle trips to and from the Lot per day shall be allowed.

(i) Deliveries related to the business shall not occur more than twice per day between 7:00am and 7:00pm and deliveries via tractor trailer or general freight hauling relating to the business are prohibited.

SECTION 2 ARCHITECTURAL CONTROL

(a) No Structures, whether temporary or permanent in nature, shall be commenced, erected or maintained on a Lot, nor shall any addition to or change or alteration (including alterations in exterior color or design) be made, until the plans and specifications showing the nature, kind, shape, height, materials, color, location and approximate cost of the Structure, addition or alteration shall have been submitted to and approved in writing by the Committee. In addition, a landscaping plan must be presented to the Committee which shall, at a minimum, provide for sod on the front and side yards of a Lot. The Committee shall consider applications for approval of plans, specifications, etc., upon the basis of conformity with this Declaration and shall be guided by the extent to which the proposed Structure, addition or alteration will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing Structures; choice of colors, changes in topography, grade elevations and/or drainage; factors of public health and safety; the affect of the proposed Structure, addition or alteration on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure, addition or alteration taking into account the general aesthetic values of the surrounding area; it being understood that the Committee may

take into consideration the preservation of trees and green space on the Lot in determining whether to grant or deny approval. The Structures must be constructed in accordance with such approved plans. The Committee has the right to view the improvements as they are constructed to make sure that the construction takes place in accordance with the plan.

(b) The Committee shall be composed of three individuals and its initial members shall Ken Thoenen, Margaret Thoenen, and Adam Thoenen. In the event of the death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor or successors. At any time after the earlier of (i) fifteen (15) years, or (ii) the date which is one calendar year from the date neither the Developer nor either of the initial members of the Committee own a Lot, or (iii) upon the death and/or resignation of all of the initial members of the Committee, a majority of the Owners voting in person as described in Subsection (c) below may elect three (3) new members each to serve a term of two years and an instrument describing such act shall be duly recorded in the office of the Cole County Recorder. The rights of any Owner, including the right to serve as a member of the Committee, may be suspended by a majority of the Committee if the Owner, his or her family, tenants, or guests of any of them, shall then be in violation of this Declaration.

(c) For purposes of selecting members of the Committee as described above, each Owner shall be entitled to one (1) vote for each Lot owned by them. Any Owner shall be entitled to permitted to call a meeting of the Owners for the purpose of electing members of the Committee, by written notice sent to all the Owners at their last known addresses not less than ten (10) days nor more than forty (40) days prior to the time of the meeting. The notice shall designate the time and place of the meeting, which shall be held in Cole County and at a reasonable time. At any meeting called for such purpose, the vote of fifty (50%) percent of the votes based on the number of Lots shall constitute a quorum whether represented in person or by proxy. If a quorum is not present, those Owners present may adjourn the meeting to another date within sixty (60) days of the first meeting. At such subsequent meeting, the required quorum will be only one-half (h) of the number of Owners required at the first meeting. Action required or permitted by law to be approved as provided herein, may be approved without a meeting if the action is approved by the required vote in one or more written consents, signed by such Owners, and the consent or consents are delivered to the Committee for inclusion in the records of the Committee.

(d) The Committee's approval or disapproval, as required by this Section shall be in writing. The decision of a majority of the members of the Committee shall be the decision of the Committee. Two (2) members of the Committee shall constitute a quorum for voting purposes. In the event that the Committee or its designated representative fails to approve or disapprove within ninety (90) days after plans and specifications have been submitted to it (or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof), approval will not be required and the requirements of this Section will be deemed to have been waived. The waiver of the requirements of this Section at any given time shall not constitute a waiver of such requirements in future instances.

(e) The approval of the Committee or of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

(t) The Committee may authorize variances from compliance with any of the provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall be effective unless in writing, or stop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not generally be considered a hardship warranting a variance.

(g) Neither the members of the Committee nor their designated representatives shall be entitled to any compensation for any of the services performed pursuant to this covenant, nor shall any of the purchasers of the lots 01' their successors in interest have any recourse against the Declarant or the Committee as a result of their alleged failure to enforce compliance with these restrictions.

SECTION 3 CASUALTY DESTRUCTION TO IMPROVEMENTS

In the event that a Structure or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident the Owner thereof shall either commence to rebuild or repair the damaged Structure or improvement and diligently continue such rebuilding or repairing until completion or properly clear the damaged Structure or improvement and restore or repair the dwelling in a manner aesthetically satisfactory to the Committee. As to any such reconstruction of a destroyed Structure or improvement, the same shall only be replaced with Structures or improvements as are approved by the Committee as provided in Section 2 of this Article III.

SECTION 4 RESTRICTIONS

(a) No dwelling shall exceed two (2) levels above ground and the minimum square footage of a dwelling shall be as follows:

Type of Dwelling	Minimum Finished Square Footage of Living Area
Ranch, Raised Ranch, Split Foyer, Slabs	1,600 Square Feet on Main Level
1 1/2 Story and 2-Story with Basement	1,050 Square Feet on Main Floor and 750 Square Feet on Upper Level
1 1/2 Story and 2-Story without Basement	1,250 Square Feet on Main Floor and 750 Square Feet on Upper Level
Tri-Levels	1,600 Square Feet on Main and Upper Level

(b) Construction of the dwelling on a Lot must be completed within nine (9) months of Owner taking title from Declarant and the driveway(s) on the Lot must be completed within the same nine (9) month period. All driveways serving the Lot must be made of poured concrete or brick.

(c) The following design standards shall be applicable to the front of the dwelling:

(i) The front door must be made of durable material such as fiberglass or metal, must conform to the style of the dwelling, must face the street and must be visible from the street.

(ii) The front porch must contain a minimum of 60 square feet of covered area over the front door and must be a defined space containing such elements as beams, posts, railings, and ceilings.

(iii) The front door and front porch must have lighting fixtures which are consistent with the design of the dwelling, must be noticeable from the street, and must adequately illuminate the walkway to the front door.

(iv) Each dwelling must have an address plaque at least 6.25" by 11" made of cast aluminum or bronze, be finished with an all-weather powder coat finish of black or silver, and have four inch tall numbers. The plaque must be displayed in close proximity to the front door or the garage and illuminated to be readily visible from the street.

(v) All front entrances, including garages on the main level, must be located above the street level in order to allow proper drainage from the dwelling to the street.

(vi) Each dwelling shall have a private attached garage or an architecturally compatible detached garage with a covered walkway or wall connecting it to the dwelling of sufficient size to hold two vehicles. Garages which are front facing must be located at a level lower than the front door. Garages shall not extend more than eight feet in front of the front building line of the dwelling or front porch. Garage doors must be of a color and style which conforms to the style of the dwelling. No double garage doors may be used on the front of the dwelling unless there is also a single garage on the front of the dwelling.

(vii) No roof vents of any type, nature or style on the dwelling shall be facing or exposed to the street. Roofing materials must be of asphalt, fiberglass or of similar type and the color must conform to the colors of the dwelling. Metal roofs may be used for parts of the roof to be accented such as a porch or small gable on the front of the dwelling.

(viii) A blend of different materials with different textures and colors are permitted to achieve a specific design standard or highlight a specific area or design element on the front of the dwelling. No more than one foot of exposed concrete is allowed in areas not connected to walks, porches or driveways and areas connected to walks, porches or driveways must be

covered to within one foot of such improvements. Masonry such as rock, brick or cement fiber board is required to be used for the first three feet from the ground. Other materials must be highly durable in nature and generally accepted by current residential design standards for similar sized dwellings. All final designs are subject to the review and approval of the Committee.

(d) The following design standards shall be applicable to the exterior areas on a Lot:

(i) Sides and rear surface material must have no more than two feet of exposed concrete foundation above the ground showing at any point and the remaining coverage must be of a durable low maintenance material generally accepted by current residential design standards for similar sized dwellings. Any corner lots that are exposed from a street view must maintain a design and material similar to the front design and materials.

(ii) Retaining walls and landscaping borders shall be constructed of decorative landscaping blocks or concrete with a decorative finish and installed to manufacturers' recommendations.

(iii) Recreation areas such as swimming pools, tennis courts, or other sports courts and playground areas are subject to the review and approval of the Committee and must conform to the overall design standards of the subdivision, including any enclosures for such recreational areas.

(iv) Outside television or radio antennae and satellites dishes shall not be erected, installed or maintained on any Lot, or on any Structures on the Lot without the prior written approval of the Committee, except that outside television or radio antennae not more than four (4) feet in diameter or satellite dishes not more than one (1) meter in diameter shall be permitted on the exterior rear or side of the Structure so long as such is located to the best extent practicable to not be seen from the street in front of the Lot. The installation of any such antennae or satellite dishes must be in compliance with all applicable laws.

(v) No more than one detached accessory building or shed shall be allowed on a Lot and such building or shed shall not to be greater than a maximum size of 700 square feet, must be no more than one story and must be constructed of the same material and of the same type of architectural design as the dwelling. Such building or shed can only be for use of the occupants of the dwelling, must meet all applicable setback requirements or be a minimum of ten feet from of any property line. No Structure, other than a dwelling approved by the Committee, shall be used at any time as a residence, either temporarily or permanently. Any accessory buildings or sheds must be reviewed and approved by the Committee.

(vi) No more than fifty (50%) percent of a Lot can be covered by hard surfaces.

(vii) No fences shall be erected in the front yard and/or within 15 feet of the front corners of the dwelling. Fences extending from the sides of the dwelling and facing the street must be a privacy fence and cannot be chain-link. Fences must be designed as a permanent structure and be maintained in working order with no broken boards or parts. The fence must be constructed with materials that are common use and appropriate for residential use only and fences cannot be greater than six feet in height. Any fences shall be subject to the review and approval of the Committee.

(e) The following additional restrictions shall apply to each Lot:

(i) No exterior clothes lines, either permanent or temporary, shall be erected, installed or maintained on any Lot, or on any Structure thereon.

(ii) Fuel tanks less than 150 gallons are permitted in the back yard of the Lot and must not be visible from the front of the Lot. Any tanks greater than 150 gallons and up to 500 gallons must be placed underground and not visible from the front of the Lot.

(iii) Anything that is stored outside the dwelling or a Structure on the Lot and not for consumption or use of the occupants, or that is not for normal residential use is only permitted on a short-term basis not to exceed 30 days and must be stored so as not to be visible from the front of the Lot. This restriction includes, but is not limited to, nonoperational cars or cars that are not licensed, trailers for occasional use, and items that the average person classifies as junk.

(iv) Items such as firewood, outdoor playground equipment, barbeque equipment, outdoor firepits may be stored on the Lot, but must not be visible from the front of the Lot.

(v) Advertising or display signs of any character shall not be placed or maintained on any part of a Lot or on any Structure except with the written consent of the Committee; provided, however, that customary "For Rent" and "For Sale" signs may be placed on or in front of a Structure by the Owner or the Owner's authorized agents so long as the Structure/Lot actually is for lease or for sale. In addition, authorized signs may include (i) permanent signs placed by the Declarant and/or the Committee to mark the entrances to the Property; (ii) family name signs with addresses affixed to the front of the dwelling; (iii) and reasonable signs relating to a holiday in the two months prior to such holiday. The Committee may summarily remove and destroy all unauthorized signs and the same shall not be deemed a trespass.

(vi) No nuisance shall be maintained, allowed or permitted on any part of the Property or any Lot, and no use of any portion of the Property or any Lot shall be permitted which may be noxious or detrimental to health. Rubbish, trash, garbage or other waste or

materials being disposed of must be placed or contained in one or more trash cans or containers, which cans or containers shall be covered and non-flammable. Such cans or containers shall be stored in concealed enclosures on the Lot with any enclosure subject to approval by the Committee, and may be placed in an open location for only a reasonable time for collection.

(vii) No animals, livestock, poultry, or exotic animals of any kind shall be raised, kept, or maintained on any Lot except that a reasonable number of customary household pets (dogs and cats) shall be permitted. No animals or birds of any kind shall be kept on a Lot for commercial purposes and domestic pets as permitted in this paragraph shall be kept only upon the Lot of their owner. No dog houses shall be erected on a Lot except behind the principal structure on the Lot and in such manner that the dog house shall not be viewable from the front of the Lot, so far as this may be practicable. Owners must be responsible for their pets at all times, including keeping them under control, not allowing them to wander freely beyond the Owner's Lot, and keeping clean any outdoor pet areas, and preventing the pet's waste from being deposited onto other Lots.

(viii) All Structures on a Lot shall be kept in good order and repair and free of debris. Lawns shall be mowed, shrubbery trimmed and painted exterior surfaces painted, all in a manner and with such frequency as is consistent with good property management. In the event the Owner of a Lot shall fail to maintain the Structures on the Lot and the buildings and other improvements on the Lot as provided in this Declaration, the Declarant or the Committee, after notice to the offending Owner, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot and the Structures and other improvements thereon to a condition of good order and repair. All costs incurred by the Declarant or the Committee in connection with the maintenance and restoration shall be reimbursed to the Declarant or the Committee performing the work by the Owner of the Lot, upon demand. All unreimbursed costs shall be a lien upon the Lot until reimbursement is made.

(ix) No individual mailboxes shall be maintained for the benefit of a Lot. The Declarant will install cluster mailboxes in accordance with applicable law and may do so on any area designated as "Gen. Util. Esmt," on the Plat. All expenses relating to the maintenance, repair, and replacement of such mailboxes shall be shared equally between each Lot Owner and shall be collected by the Committee.

(x) Gutter drains and/or extensions are not allowed to direct water flow onto the street or a neighboring Lot and curb cuts are not permitted unless approved by Cole County Public Works. Storm water shall be managed through the use of landscaping elements like dry creeks, dry wells, swells, bio-retention areas, and/or rain barrows. No Owner shall impede the flow of, or divert any stream, lake, or other body of water on any part of the Property without the prior written consent of the Committee.

(xi) At least one shade tree or ornamental tree and at least two ornamental shrubs or evergreen shrubs should be maintained in the front of the dwelling. Any dead tree, shrubs and plants must be removed in a timely manner. All initial landscaping shall be completed within twelve (12) months from the date of substantial completion of the dwelling on the Lot. No trees or shrubs shall be located on any Lot which block the view of operators of motor vehicles so as to create a traffic hazard.

(xii) Excess soil and trees or other debris collected from a Lot must be removed from the Lot within three (3) months after completion of construction of the dwelling. All boulders which accumulate as a result of excavation on a Lot are to be removed from the Lot within three (3) months after completion of construction of the dwelling. No trees, boulders or debris are to be placed on any Lot other than the Lot currently being improved. No excess fill be removed from the subdivision without the consent of the Committee.

SECTION 5 RESERVATIONS OF RIGHTS IN DECLARANT

(a) The Declarant reserves unto itself, its successors and assigns, the right to lay, install, construct and maintain, on, over, under or in those strips across land designated on the Plat as "Gen. Util. Esmt", "Ingress/Egress Esmt.", "San. Sewer Esmt", "San. Sewer & Gen. Util. Esmt.", "Storm Drainage Esmt.", "Storm Drain Esmt.", "San. Sewer & Storm Drainage Esmt.", and the "30' Site Triangle", or otherwise designated as an easement area, or on, over, under, or in any portion of any common area, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, data lines, and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot laid out or established now or in the future on the Property, or the area in which the same is located, together with the right and privilege of entering upon such areas for such

purposes and making openings and excavations therein, and for the purpose of installing, maintaining, and replacing an entrance sign, if any..

(b) The Declarant reserves to itself, its successors and assigns, the right to grant leases, easements, rights-of-way and licenses to any person, individual, corporate body, public utility or quasipublic utility or municipalities; to install and maintain pipelines, underground or above ground lines, with the necessary appurtenances, to install and maintain communications antennae or towers, with the necessary appurtenances (any payments therefor for the exclusive benefit of Declarant), or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Property in, over, through, upon and across any and all of the streets, avenues, roads, courts and open spaces, and in, over, through, upon and across each and every Lot in the easement areas reserved in this Declaration or as shown on the Plat. The Declarant further reserves to itself, its successors and assigns, the right to dedicate all of the streets, avenues, roads, courts, open spaces, and easements to such governing authority as the Declarant deems appropriate.

(c) The rights and privileges of the Declarant as set forth herein in this Article, are in addition to and in no way limit any other rights or privileges of the Declarant under any other documents. The provisions of this Article may not be suspended, superseded, or modified in any manner without the Declarant's prior written consent. This right of use and transaction of business as set forth herein, like the Declarant's other rights herein, may be assigned in writing by the Declarant in whole or in part.

(d) In general, purchasers of the Lots affected by these restrictions and their successors in interest will have no recourse against Declarant or the Committee, or their respective agents and representatives or their successors in interest as a result of any failure to force compliance with these restrictions.

SECTION 6 OWNER COMPLIANCE

(a) The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to Owners, but also to any other person occupying a dwelling under lease from the owner or by permission or invitation of the owner or his tenants, express or implied, licensees, invitees, or guests.

(b) All Lots shall be required to connect to the Jefferson City Wastewater System (the "System") at the expense of the Lot Owner, Each Lot Owner shall be responsible for obtaining the necessary permits for the sewer connection and to pay all fees required to connect to the System. The Property is subject to an Annexation Agreement of record in the Office of the Cole County Recorder which addresses the rights and obligations of the Lot Owners with regard to the System.

(c) Failure of an Owner to notify any person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right of the Declarant, the Committee or any other Owner of enforcement of these provisions against the Owner or such person and, in addition, the Owner shall be responsible for any and all violations of

these provisions by his tenants, delegates, licensees, invitees, or guests, and by guests, licensees and invitees of his tenants at any time.

(d) Any lease affecting a Lot shall be in writing and shall contain a provision requiring the tenants to comply in all respects with the terms of this Declaration, such statement to be in a form substantially similar to the following:

Tenant agrees to comply with the Declaration of Covenants, Conditions, and Restrictions Related to Summerfield Estates Section One, which are recorded at the office of the Cole County, Missouri Recorder.

ARTICLE IV MISCELLANEOUS

(a) Invalidity of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect. No laches, waiver, or failure of title as to any part or parcel of the Property shall be of any effect to modify, invalidate, or annul any grant covenants or agreements herein, with respect to the remainder of the Property, saving always the right of amendment, modification or repeal as expressly provided herein.

(b) The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of thirty (30) years from the date of execution of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of sixty percent (60%) of the Lots stating that this Declaration shall expire at the end of the then current term. Other than as provided for Declarant herein, this Declaration may be amended during the first thirty (30) year period or thereafter by an instrument signed by the Owners of not less than sixty percent (60%) of the Lots. Any amendment must be recorded among the records of Cole County, Missouri.

(c) Enforcement of the rights and obligations under this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction either to restrain the violation or to recover damages. The prevailing party in any action to enforce the rights and obligations under this Declaration shall, in addition to any other damages deemed appropriate by the court, be entitled to their reasonable attorneys' fees and costs. Failure by the Declarant, the Committee or any Owner to promptly enforce any of the provisions in this Declaration shall not be deemed a waiver of the right to do so at any later time.

(d) Anything set forth in this Declaration to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented, so long as Declarant has an ownership interest in all or part of at least one of the Lots.

[Signature Page Follows]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed under due authority this 5th day of September 2018.

Declarant:

C.R. Properties LP

By: Ken Thoenen Homes, Inc.,
General Partner

By: Kenneth Thoenen President
Kenneth Thoenen, President

STATE OF MISSOURI

COUNTY OF COVE-
Callaway

On this 5th day of September, 2018, before me personally appeared Kenneth Thoenen, to me personally known, who, being by me duly sworn, did say that she is the President of Ken Thoenen Homes, Inc., a Missouri corporation, that such corporation is the sole General Partner of C.R. Properties LP, a Colorado limited partnership; that the corporation has no seal; that such instrument was signed on behalf of such corporation by authority of its Board of Directors; and said Ken Thoenen acknowledged said instrument to be the free act and deed of such corporation as the sole General Partner of C R Properties LP.

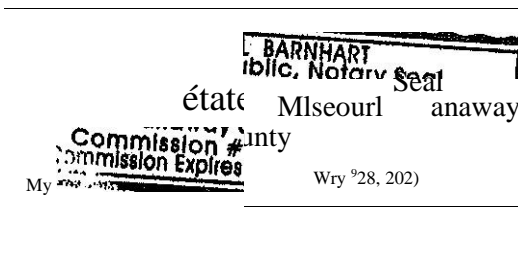
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Jill Barnhart

Notary Public

Name printed : Jill Barnhart

My commission expires:



- 13 m

Exhibit A

Propeny Legal Description

Part of Tracts 2 and 3 of Hentges Estates as per Plat Book 12, page 489, Cole County Recorder's Office, being a part of the Northwest of the Northeast Quarter and part of the Northeast Quarter of the Nonhwest Quarter of Section 13, and part of the Southeast Quarter of the Southwest of Section 12, all in Township 44 North, Range 13 West, Cole County, Missouri, more particularly described as follows:

BEGINNING at the Noffheast corner of the Northwest Quarter of Section 13, Township 44 North, Range 13 West, said corner is also a point on the boundary of Tract 2 of Hentges Estates as per Plat Book 12, page 489, Cole County Recorder's Office; thence along the boundary of said Tract 2 of Hentges Estates the following courses: N89⁰ 57'20"E, along the Section Line, 204.86 feet to the northwesterly corner of Pleasant Valley Subdivision as per plat of record in Plat Book 12, page 553, Cole County Recorder's Office; thence along the westerly boundary of Pleasant Valley Subdivision the following courses: S06⁰ 31'38"E, 642.35 feet; thence S29⁰ 49'52 't W, 79.76 feet; thence S06⁰ 06'22"W, 494.49 feet; thence S06⁰42'38"E, 88.01 feet; thence S37⁰42'22"W, 96.24 feet; thence leaving the boundary of said Tract 2 of Hentges Estates and said westerly boundary of Pleasant Valley Subdivision, N68⁰ 35'44"W, 170.63 feet; thence N60⁰26' 16"W, 60.61 feet; thence N68⁰ 35'44 't W, 110.00 feet; thence N21⁰ 24'16"E, 50.00 feet; thence N19⁰ 57'22"E, 116.92 feet; thence N67⁰ 38'28"W, 107.16 feet a point on the westerly boundary of said Tract 2 of Hentges Estates; thence NO] ⁰ 1 7'49"E, along the westerly boundary of said Tract 2 of Hentges Estates, 603.93 feet to the southeast corner of a tract of land as described in Book 689, page 347, Cole County Recorder's Office; thence S89⁰ 31 '20"W, along the southerly boundary line of said tract described in Book 689, page 347, 185.68 feet to the southwest corner thereof; thence N00⁰ 36'09"W, along the westerly boundary line of said tract described in Book 689, page 347, 90.00 feet to the north west corner thereof, said point also being a point of the boundary of said Tract 2 of Hentges Estates; thence along the boundary of said Tract 2 of Hentges Estates the following courses: S89⁰ 31 '20"W, 88.54 feet; thence N00⁰ 36'09"W, 358.85 feet to a point on the southerly right-of-way line of Old Lohman Road; thence northeasterly along the southerly rightof-way of Old Lohman Road, on a curve to the left, having a radius of 551.67 feet, an arc length of 63.24 feet (the chord of said curve being N71⁰ 16'41 "E, 63.21 feet); thence S00⁰29'19"E, 37.52 feet to the Section Line; thence S89⁰ 58 '44"E, along the Section Line, 423.00 feet to the POINT OF BEGINNING.