

Declaration of Covenants

For
“Hidden Valley Lakes”

This Declaration of Covenants and beneficial restrictions is hereby incorporated into each deed of conveyance and shall run with the land and shall be binding upon said buyers, owners, tenants and their assigns or heirs. These covenants shall be renewed and re-impressed by the Declarant, or its assigns, as may be required by Missouri law from time to time. The real estate subjected to these Covenants is that same real estate conveyed by William M. Wolfe and Catherine E. Wolfe to Chevron/Sierra Land Co., L.L.C. (Declarant) on June 15th, 1998 and recorded June 19th, 1998 as Document No 1090-98 in Book 366 at page 201(also known as the Former E.D.S. tract of H. Ross Perot lying north of the Town of Annapolis) **and** that conveyed by Oneta & Larry Mayberry to Chevron Sierra Land Co., L.L.C. on February 12, 1997 and recorded Feb. 18, 1997 as Document #197 in Book 354 at Page 503 in the Office of the Iron County Recorder of Deeds in Ironton, Missouri and being part of Sections 1,2,11 & 12 of Township 31 North, Range 3 East and Sections 5, 6 & 7 of Township 31 North, Range 4 East in Iron County, Missouri. (ANA Covenants)

- A. Nuisance** – No noxious, offensive or illegal activities that would violate the peace, quiet and enjoyment of neighbors is permitted upon any tract, nor shall anything be done which would be offensive or annoying to the neighborhood, including but not limited to the manufacture, cultivation, husbandry, sale, purchase, transportation or use of any illegal or controlled substance. No fire works or firearms are permitted upon Common Areas.
- B. Pets** – Domestic or household pets are allowed provided they are properly restrained and maintained in such manner and numbers so as not to be a threat or nuisance to the neighbors or neighborhood. No pets or animals may be kept for commercial purpose or permitted on any Common Areas. ***Absolutely no swine or vicious & dangerous animals are permitted.***
- C. Trash** – No rubbish, waste, trash, debris, junk or refuse may be placed upon and allowed to accumulate upon any tract, roadway or common area. Each landowner must assume responsibility for his/her own garbage and trash removal. Continuing violations are enforceable as described in paragraph P below.
- D. Lagoons** – Raw sewage lagoons, or the dumping of raw sewage on the ground, or in a body of water, is expressly prohibited. All individual wastewater (septic) systems and water systems (wells), if and when installed by the Grantees, shall conform to all government regulations and requirements in effect at the time of such installation.
- E. Unlicensed vehicles** – No junk or abandoned vehicle of any type or nature shall be allowed to remain on any lot. All camping, recreational and other vehicles must be properly licensed, tagged and insured at all times. Unsafe driving is not tolerated and the posted speed limit of 15 MPH is enforced. ATV's, and other off-road vehicles will only be allowed on the roads and common areas at the discretion of the Declarant and only if operated in a safe and responsible manner. All persons operating a vehicle are the responsibility of the property owner, whether the driver is the owner, guest or dependent of the owner. No such off-road vehicle may be operated on roadways after dark and are never to be driven on lots or tracts other than those belonging to the owner or host.
- F. Commercial Activity** – The conducting of commercial activity upon said tract, or tracts, without the expressed written consent of the Declarant, its heirs or assigns, is strictly prohibited.
- G. Signs** – No signs of any kind, except directional and informational signs of the Declarant or Owners Association and approved personalized name signs of property owners, shall be placed or maintained upon any tract.

- H. **Tree Removal** – Until such time as the debt on the Contract for Deed or the Trust Deed is satisfied in full, the removal of trees for any purpose, other than that which is necessary for driveways, home sites, or campsites, is expressly prohibited without the written consent of the Declarant.
- I. **Easements & Setbacks** – The easement for road construction, drainage, utilities, etc., is fifteen feet (15') along each line (side, back & front) of every lot. The Declarant reserves unto itself the right to grant such easements to utility companies and others for the purposes required by the community. The said 15" easement for front lines and all lines along roadways is in addition to the road right-of-way easement of thirty feet (30') from the centerline of all roads as shown upon the survey plat(s).
- J. **Driveways, Roads & Culverts** - Driveway culverts are to be of metal or concrete and a minimum of 15" in diameter. All driveways shall be constructed in such manner as not to impede the flow of storm water runoff in any roadway ditch, i.e., the utilization of culverts where necessary and appropriate shall be required to accomplish this purpose. Absolutely no parking on roads or right-of-ways. No Grantee, without written approval of the Declarant, may construct any roadway or right-of-way for the purpose of providing vehicular ingress and egress to any adjoining non-subject real property. The Declarant reserves the right to construct all roads and facilities allowing for storm water runoff swales, weeps and drainage locations along roadways and common areas so as to preserve the condition of said roads and facilities and to allow the storm water to run off where deemed appropriate and to allow said runoff to seek its natural course.
- K. **Camping** – Camping is permitted on all lots for a maximum of ninety (90) days annually but no more than thirty (30) days consecutively. No camping trailer, camping vehicle, recreational vehicle, travel trailer, tent, or any camping accoutrements shall be allowed to remain on said lot, when not camping, unless parked at, or utilized at, a location on said lot at least fifty feet (50') back from the road rights-of-way or parked at an approved complete residence. Only properly licensed and maintained recreational vehicles may be used. Absolutely no converted buses or other homemade recreational vehicle shall be allowed at any time.
- L. **Homes & Buildings** – All homes, if and when built, constructed, or placed upon the real property, must have a minimum size of 700 sq. ft. under roof exclusive of basements, porches, patios, decks, garages and second stories. The exterior construction must be completed within one year of commencement of construction. No sub-standard temporary residence, shack, or makeshift building is allowed. All cabins, lodges or homes shall have a standard pier or a full foundation and exteriors of any combination of natural or properly treated or stained wood, vinyl siding, brick, stone or glass. Exteriors of asphalt paper, slab wood or concrete block are specifically prohibited. All ancillary buildings, such as tool and storage sheds, garages and barns, whether erected prior to, in conjunction with, or subsequent to the construction or erection of a residence, shall conform to the exterior standards stated above in this paragraph, with the exception that placement of new prefabricated metal building kits will be allowed. All mobile homes must be no older than 7 years at the time of placement unless a written waiver is obtained from the Declarant. Singlewide mobile homes may not be placed within five hundred feet (500') of any of the following: Star Lake Road, portions of Main Street, Walnut-Hollow Road, and Grassy Mountain. Singlewide mobile homes when placed elsewhere (where allowed herein) shall be properly maintained, skirted and tied-down in accordance with the recommendations of the National Association of Mobile Home Manufacturers. All residences and ancillary buildings are restricted from being erected, constructed or placed within Forty-Five feet (45") of any roadway. **Only one residence per lot or tract is permitted.**
- M. **Re-subdivision** – Re-subdivision by Grantees is allowed provided that no lot is subdivided into parcels smaller than three (3) acres in size. If such re-subdivision by Grantee or subsequent assign in the chain of title takes place, tracts created thereby are subject to all the provisions of these covenants. As stated in the paragraph above, only one residence per three-acre lot is allowed.
- N. **Ingress & Egress** – The Declarant hereby grants to the Grantee(s), his/her/their guests and assigns, the right of ingress and egress over all roads to and from State Highway 49, designated common areas at lakes and all other designated roadway-accessible common and recreational areas.
- O. **Assessments & POA** – Each purchaser or assign hereunder agrees to abide by and perform these covenants and to pay an annual road and maintenance fee for each lot owned of \$10.00 per acre per year with the minimum fee being \$60.00 and the maximum being \$100.00. Said fee shall be used to maintain roads, common areas and to enhance the beauty, safety, and security of the subject real property. The annual fee, to which the Declarant is not subject, may not be increased by more than 5% per year and without the consent of the Declarant, or at least two-thirds of the owners present and voting at an annual meeting of the legally organized Property Owners Association. Each owner in good standing shall have the right of one vote regardless of the total acreage owned by that owner and irrespective of the number of

owners per lot or tract. In any case, only one vote per owner or one vote per lot is allowed. With respect to the powers and rights of the Owners herein enumerated, all substantive decisions of the Association (except as specifically defined above and in paragraph R below) shall require a simple majority vote of the owners. If balloting by mail, a simple majority of those eligible owners casting ballots shall prevail. If voting at a duly convened Association meeting, a majority vote by those present and voting shall prevail. In no case shall proxies, or voting by others, be allowed.

- P. Violations and Enforcement** – The continuing violations of these Covenants (two or more notices) shall constitute authority by the Declarant, or assigns, to levee an enforceable fine of \$500 per violation, plus any costs of clean-up or remediation by the Declarant or assigns. Failure to pay any fees or costs recited herein, or the continued violation of these Covenants after attempted notice by Certified Mail at the owners last known address, shall constitute a lien upon said tract and the Declarant, or assigns, shall be entitled to the right to foreclose or otherwise enforce said lien, provided by Missouri Law with respect to foreclosure, enforcement of deed covenants or enforcement of a Deed of Trust or other real property lien. In such case of failure to pay fees, fines or costs, said lien shall accrue interest at the rate of twelve percent (12%) per annum from the date of notice of violation. Any failure to enforce any of these Covenants shall not constitute a waiver to do so thereafter.
- Q. Resale** – Contract owners and Grantees hereunder may, with the written permission of Declarant, contract to resell, or in fact resell their tract(s), provided that any such sale or conveyance which may occur prior to payment in full of any purchase contract or Trust Deed obligation (full satisfaction of contract of sale) be satisfied in full, or, alternatively, by assignment to Declarant or its assigns, of all proceeds from such sale (deposits, down payments, installment payments) received from any such third party purchasers until such time as initial Buyer's monetary obligations have been met. All rights and obligations contained in these Covenants shall inure to the benefit of and bind any future or subsequent Grantee(s).
- R. Modification** – The Declarant, or lot owners by a two-thirds majority vote at a legally convened Property Owners Association meeting and with the consent of the Declarant, are hereby empowered to change, modify, amend and/or interpret these Covenants, provided such modification, amendment or interpretation is executed and recorded in the Records Office of Iron County, Missouri by the Declarant or its legal heirs or assigns.
- S. Governmental Mandates** – If any governmental agency or authority provides, or requires to be provided, either paved access road(s), central water system(s), or central sewer system(s) designed to serve the subject real estate, then in such case(s), each property owner (for each lot owned) shall share pro-rata in the cost(s) of such improvements.
- T. Hold Harmless** – All purchasers, contract land owners, prospective Grantees, Grantees, their families, guests and assigns hold the Declarant (its employees, and agents, as well as all land owners who may hold title to any of the subject real estate) harmless with respect to any accident, injury or other misfortune which might befall any of them as a result of any act of nature or of God, or as the result of any negligence or contributory negligence on their own part or on the part of others. Further, the undersigned accept all risks and hazards associated with ownership, residence, or use of this rural wilderness location which borders a vast National Forest and which includes various natural and man made hazards such as steep unguarded graveled roads and deep unprotected lakes. All grantees, their family members and guests are hereby advised that children must have responsible adult supervision when in or around any of the Lakes and must refrain from entering wooded areas alone.
- U. Definitions** – The terms "tract" or "lot" are interchangeable and, when used herein, shall be construed to mean any lot, parcel, acreage or other unit of land measurement as the context may require. Singular and plural forms herein are used interchangeably, as are forms of gender and person. "Declarant" herein is defined as the Grantor causing these Covenants to be affixed with, and made a part of, the several and various contracts for deed and Deed(s) of conveyance to be recorded with the Office of Recorder of Deeds in Iron County, Missouri. Beneficial contract owner(s) or purchaser(s) of real estate subject hereto have entered into separate writings confirming the fact that they have received, read, understand and agreed to abide by these Covenants.
- V. Judicial Decree** – The determination of any court of competent jurisdiction that any of these provisions are unlawful shall not affect the validity of any other of these provisions.

Amended & Revised February 2, 2012