



Recording Date/Time: 09/23/2022 at 12:36:11 PM

Instr #: 2022L14513

Book: 2022 Page: 14368

Pages: 29

Fee: \$108.00 & 20220014131

FORTRESS LAND DEVELOPMENT LLC



Kelly Hall  
Recorder of Deeds

(Space Above Reserved For Recorder of Deeds Certification)

Title of Document:

Declaration of Covenants, Conditions, and Restrictions  
of North Town Park

Date of Document:

Sep. 20, 2022

Grantor(s):

Fortress Land Development, LLC  
North Town Park Phase I

Grantee(s):

To Whom It May Concern  
North Town Park Phase I

Mailing Address:

1757 E. Lakecrest Drive, Ozark MO 65721

Legal Description:

See attached

Reference Book and Page:

Book I Page 392

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document)

**DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF NORTH TOWN PARK**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF North Town Park (the "Declaration") are made on the date hereinafter set forth by Fortress Land Development, LLC, a Missouri limited liability company (the "Developer"), whose principal place of business is located at 1757 E. Lakecrest Dr., Ozark, Missouri 65721.

WITNESSETH:

WHEREAS, on the 20th of September 2022, Developer was the owner of record of the real estate described as set forth in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property"), which is located in Christian County, Missouri;

WHEREAS, the Developer is the developer of the above-described real estate which shall be known as the North Town Park subdivision (the "Subdivision") and the Developer hereby declares that the Property legally described on Exhibit A (the "Property") that is subdivided, held, conveyed and known as North Town Park subdivision (the "North Town Park Subdivision") shall be subject to the covenants, conditions, and restrictions set forth in this Declaration; and

NOW, THEREFORE, the Developer does hereby declare that the above-described real estate shall be subject to the following covenants, conditions, restrictions, easements and charges and other agreements with respect to the Property, which shall run with the land and be binding on all present and future owners, and shall insure to the benefit of each owner of the real estate as set forth below.

**ARTICLE I  
DEFINITIONS**

Section 1: As used in this Declaration:

- a. "**Association**" shall mean and refer to NORTH TOWN PARK PROPERTY OWNERS' ASSOCIATION, INC., its successors and assigns.
- b. "**Board**" shall mean the Board of Directors of the Association.
- c. "**Common Area**" shall mean all real property owned by the Association (or made available by the Developer for the use of the Association) or designated or shown as Community Area, Common Area, or as open, detention or drainage area on any final plat of the North Town Park Subdivision, as recorded, including any amendments or additions thereto, which shall include, but not be limited to, the landscaped portion of any street, medians, traffic islands or landscaped areas within any public or private streets within the subdivision, any private streets, entry roads, curb and gutter, sidewalks, gates and other improvements within the area which would have been public right-of-way if the streets were public.
- d. "**Corner Lot**" shall mean any lot which abuts, other than at its rear line, upon more than one street.

- e. **"Declaration"** shall mean this "Declaration of Covenants, Conditions, and Restrictions of North Town Park" and all other provisions set forth in this entire document, as the same may from time to time be amended or modified.
- f. **"Developer"** shall mean Fortress Land Development LLC., its successors and assigns and any entity designated by Fortress Land Development LLC., as a Developer or successor.
- g. **"Lot"** shall mean any parcel of real property designated as a Lot on any recorded Subdivision Plat within the Property or any additions thereto, with the exception of the Common Area, public streets or other improvements dedicated to the public.
- h. **"Owner(s)"** shall mean the record owner, whether one or more persons or entities, of a fee or undivided interest in any Lot. The foregoing does not include any persons or entities which hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise in this Declaration, the term "Owner" shall not include a lessee or tenant.
- i. **"Property"** or **"Properties"** shall mean and refer to all of the real property legally described on Exhibit A, which is attached hereto and incorporated herein, and any additional real property additionally encumbered by this Declaration upon the filing by the Developer of an amendment to the Declaration with the Christian County Recorder of Deeds which shall state the legal description of the additional real estate to be included as part of the Property. The Property is also referred to as the North Town Park Subdivision in this Declaration.
- j. **"Rules"** shall mean and refer to those rules and regulations as passed and promulgated by the Association, or the Board acting on behalf thereof, under the authority granted by this Declaration, or the Articles of Incorporation or By-Laws of the Association.
- k. **"Single Family Residence"** shall mean a structure containing one dwelling only and occupied by not more than one family.
- l. **"North Town Park Subdivision"** shall mean the Property subject to this Declaration, as may be amended, with the terms North Town Park Subdivision and Property used interchangeably throughout this Declaration.
- m. **"Subdivision Plat"** shall mean a recorded plat covering any or all of the Property referred to in this Declaration.
- n. **"Visible From Neighboring Property"** shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

**ARTICLE II**  
**PROPERTY SUBJECT TO THE DECLARATION**

**Section 1. General Declaration.** The Developer may develop the Property (the North Town Park Subdivision) in phases, by subdivision into various Lots or by the addition of other Property. The Developer hereby declares that all of the Property (as defined above, and also referred to as the North Town Park Subdivision) is and shall be held, conveyed, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration of Restrictions, Covenants and Conditions of North Town Park, as amended or modified from time to time (the "Declaration"). This Declaration, as amended or modified, is in furtherance of a general plan for the Property, the Subdivision, and improvement and sale of the Property and every part thereof, and is established for the purpose of enhancing the value, desirability, and attractiveness of said real property and every part thereof. Except as provided herein, this Declaration shall run with the Property for all purposes and shall be binding upon and inure to the benefit of the Developer, the Association and all Owners and their successors in interest.

Developer will develop the Property and the Lots described herein into various single-family residences. Developer may supplement or modify this Declaration with such additional covenants, conditions and restrictions as may be appropriate. The sale and conveyance of Lots by Developer is subject to this Declaration, as modified and amended.

**ARTICLE III**  
**PROPERTY RIGHTS**

**Section 1: Owner Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Areas of the Subdivision which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area; the right of the Association to limit the number of guests of Members; the right of the Association to limit the Common Areas which may be used by guests of Members; the right of the Association to impose conditions under which Common Areas may be used by Members and/or their guests.
- b. The right of the Association to suspend any Owner's voting rights and the right to use the recreational facilities for any period during which any assessment against his Lot remains unpaid; and, for a period not to exceed ninety (90) days for any infraction of this Declaration, any Supplementary Declarations thereto, Bylaws of the Association or any Rules which may be imposed by the Association;
- c. The right of the Association to dedicate or transfer all or any part of the Common Area to any governmental agency, authority, or public or private utility for such purposes, provided, however, Christian County provides written consent to such dedication, conveyance or transfer or the City of Ozark in the event the subdivision has been

annexed into the City of Ozark.

- d. The right of the Association to promulgate and enforce the rules and regulations in connection with the Properties described herein or any additions thereto.

Section 2. Membership in North Town Park Property Owners Association. Ownership of any Lot within the Development shall qualify the owner for membership in the North Town Park Property Owners Association, a non-profit Missouri Corporation, hereinafter referred to as "Association", with full right and responsibility of membership as set forth in the Articles of Incorporation and Bylaws thereof. The Association shall have the right and the obligation to enforce and administer these covenants, to hold title to such property or property rights as shall be conveyed or transferred to it by the Developer, or as it may otherwise acquire, to acquire, own and maintain recreational and other types of property for community use, and to perform such other acts and functions as may be reasonable or necessary for the general benefit and welfare of the owners of Lots in the Development and as may be authorized or permitted by its Articles of Incorporation and Bylaws. The purchase, or the acquisition of legal title in any other manner, of any Lot in the Development shall constitute the Lot owner's consent to membership in the Association and acceptance of the duties and responsibilities of membership in the Association.

#### **ARTICLE IV**

#### **NORTH TOWN PARK PROPERTY OWNERS' ASSOCIATION**

##### Section 1: Organization.

- a. The Association. The Association is a non-profit corporation organized and existing under the General Not-For-Profit Corporation Act of the State of Missouri, charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation, By-Laws, and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.
- b. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and the By-Laws.
- c. Number of Board Members; Appointment. Until such time as the Developer does not own any Lots (or such earlier time that Developer waives in writing its right to control the Board of Directors), the Developer shall have the right, in its sole discretion, to determine the number of members of the Board of Directors (no less than three (3) members), and Developer shall have the right, in its sole discretion, to appoint members of the Board of Directors. As and when the Developer no longer owns any Lots (or such earlier time that Developer waives its right to control the Board of Directors), the Board of Directors shall consist of a minimum of three (3) directors or such higher number as the Owners shall determine. The Owners shall elect the Board. Each Lot shall be entitled to one (1) vote for each open Board position. Cumulative voting (putting all votes on one position) shall not be allowed.

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

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

Section 4: Personal Liability. No Member of the Board of Directors, any Committee of the Association, or any officers of the Association shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, or any other representative or employee of the Association, or the Architectural Committee, or any other Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted without willful or intentional misconduct.

Section 5: Responsibility for Common Areas. The Association shall have the responsibility for maintaining the Common Areas and shall be responsible for the payment of any taxes and insurance on the Common Areas.

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

Section 7: Indemnification. The Association, as a Common Expense of the Association, shall indemnify, defend, save, and hold harmless such Board members and officers of the Association from any and all debts, expenses, losses, and liabilities (including court costs and reasonable attorneys' fees incurred by or imposed in connection with such proceeding) to others on account of any such contract or commitment (to the extent not covered by insurance proceeds). In addition, each Board member and each officer of the Association shall be indemnified, defended, saved, and held harmless by the Association, as a Common Expense of the Association, from any Loss to others (to the extent not covered by insurance proceeds) by reason of having served as such Board member or as such officer and against all Losses incurred at the time it was a Board member or officer, subject to any provisions regarding indemnity contained in the Association Documents. In the event of a settlement of any such proceeding, the indemnification provided hereby shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. Any right to indemnification provided for herein

shall not be exclusive of any other rights to which a Board member or officer, or former Board member or officer, may be entitled.

**Section 8: Insurance.** The Association shall carry and maintain, to the extent such coverage is reasonably available as determined by the Board, liability insurance with policy limits of at least \$1,000,000 covering occurrences in the Common Areas or as the result of the operation of Common Services or Common Facilities. At the Association's discretion, the Association, acting through the Board, shall have the right to purchase, carry, and maintain in full force and effect (to the extent same is available): (a) property and general liability insurance covering any employees and any and all portions of the Common Areas, and any Improvements thereon or appurtenant thereto, and covering the Common Facilities and Common Services for the interest of the Association, the Board, employees, agents, or officers, and of all Member Owners, in such coverage and amounts and with such endorsements as shall be considered by the Board, in its sole discretion, to be reasonable; and (b) errors and omissions insurance for the Board, officers of the Association, and the Architectural Committee. The Board shall carry such insurance at such limits of coverage and with financially sound companies licensed to do business in the State as the Board deems appropriate. The Association shall use any net insurance proceeds for the purpose for which the insurance was intended, including, but not limited to, the repair and/or replacement of any damaged or lost property, whether real or personal. Any unused balance from the proceeds of insurance paid to the Association shall be retained by the Association for use in the payment of Common Expenses. Should insurance proceeds be insufficient to fully reimburse any Loss or damage, the Association may levy a Special Assessment or a Special Member Assessment, whichever is applicable, to cover such deficiency.

## **ARTICLE V**

### **MEMBERSHIP AND VOTING RIGHTS**

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

**Section 2: Management.** Members shall have no rights to manage the business affairs of the Association. The management of the Association is vested entirely in the Board of Directors as set forth in the Articles of Incorporation and By-Laws.

**Section 3: Voting Rights.** Voting members of the Association shall be all those members described in Section 1 hereof, including Developer for so long as Developer owns any interest in a Lot. Voting members, other than Developer, shall be entitled to one (1) vote for each Lot in which such member owns an interest; provided, however, that when two or more persons or entities hold undivided interests in any Lot all such persons or entities shall be voting members and the vote for such Lot shall be exercised as they, among themselves, determine, but such joint ownership shall not increase the vote which could otherwise be cast for such Lot. Developer shall be entitled to 150 votes for each Lot owned by Developer. In order for a Member to exercise their voting right, they must be a Member of Good Standing. A Member of Good Standing has, at least ten (10) days before the taking of any vote by the Association, fully paid all Assessments or other charges levied by the Association, as such Assessment of charges are provided for hereunder; does not have a Notice of

Unpaid Assessments filed by the Association against the parcel owned by such Member; and has discharged all other obligations to the Association as may be required by a member hereunder or under the Association Documents. The Board shall have the sole authority to determine the status of good standing of any Member.

Any matter to be voted on by the voting members of the Association shall be determined by a majority of the votes cast (either based on a vote at a meeting with a quorum of the voting members or by a consent signed by voting members with a majority of the votes); provided, however, that no vote shall be valid unless the Developer shall have cast its vote or shall have waived such right in writing for so long as Developer owns a Lot.

## **ARTICLE VI**

### **COVENANT FOR ASSESSMENTS**

Section 1: Creation of the Lien and Personal Obligations of Assessments. Each of the Owner(s), except Developer, hereby covenants, and by acceptance of a deed for any Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall, to the fullest extent permitted by law, be a charge on the Lot of each of the Owner(s) and shall be a continuing lien upon each such Lot after such assessment is made, except for any Lot owned by Developer. The Developer shall not be obligated to pay any annual assessments or special assessments related to any Lot. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner(s) of each Lot, except for Developer, on the effective date of the assessments. The personal obligation for delinquent assessments shall not pass to the successors in title of each Owner(s), but, nevertheless, the lien arising by reason of such assessment shall continue to be a charge and lien upon the land as above provided. In the event two (2) or more Lots are combined into one (only with the consent of the Developer), the Owner of the combined Lot will remain obligated to pay assessments for the same number of Lots that existed prior to the Lot combination.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the general benefit, recreation, health, safety and welfare of the owners and residents of the North Town Park Subdivision. Such purposes shall include, but shall not be limited to, the improvement, construction, repair, maintenance, care, upkeep and management of the Common Areas and the improvements and facilities thereon; and further, shall include the payment of any taxes and assessments, if any, which may be assessed and levied upon any property owned by the Association, together with all other costs and expenses related to the management and maintenance of the Common Areas. Nothing contained herein shall limit the Association's rights and powers granted in this Article or granted elsewhere in this Declaration and the Articles of Incorporation and Bylaws of the Association.

Section 3: Annual Assessment.

- a. The initial annual assessment shall be not more than Three Hundred Seventy-Five Dollars (\$375.00) per Lot and shall commence at such time as is designated by the



Board, and after thirty (30) days written notice to all Owner(s).

- b. The maximum amount by which an annual assessment may be increased each year, without a vote of the Members, is ten percent (10%) above the prior year's annual assessment except that in the event that the annual assessment is not sufficient to pay for the maintenance, taxes and insurance on the common area, an additional annual assessment will be made solely for the purpose of paying for the maintenance, taxes and insurance on the Common Area.
- c. No annual assessment shall be due from Developer, unless Developer agrees in writing to pay such assessments.

Section 4: Special Assessment for Capital Improvements. In addition to the annual assessments describe in Section 3 above, the Association may levy, in any assessment year, a special assessment against Lots in the Subdivision. The purpose of the special assessment may be for a capital improvement in the Common Area, or providing in whole or in part, for the cost of any reconstruction, repair or replacement of a capital improvement in the Common Area, including fixtures and property related thereto. The maximum special assessment shall be Five Hundred Dollars (\$500.00) per year, per Lot. Any special assessment shall require an affirmative vote of the majority of the voting members. Developer shall have no obligation to pay any special assessments.

Section 5: Special Member Assessment. The Association may levy a Special Member Assessment on any Owner to the extent any directly related insurance proceeds paid to the Association are insufficient to pay all costs for:

- a. Any damage or loss requiring maintenance, repairs, or replacement of Common Areas, which damage or loss has been reasonably determined by the Association to have been caused, either directly or indirectly, by the acts of such Owner, or its agent, employee, occupant, tenant, or visitor; or
- b. Reimbursing the Association for any and all direct or indirect costs incurred by the Association for the maintenance, repair, or replacement of landscaping, signs, screening or decorative walls, surface parking areas, ponds, lakes, fountains, pools, exterior lighting or devices, sculptures, utilities, drainage systems, park and recreational facilities and equipment on such Owner's Lot or on the Unpaved Right-of-Way contiguous to such parcel, including, but not limited to, the removal of trash, litter, and abandoned items, that such Owner fails to repair, maintain, or replace as required by the provisions of this Declaration, provided such Owner fails to correct such deficiency within seven (7) days after written notice thereof is given to such Owner by the Board (or in cases where such deficiency cannot reasonably be corrected within seven (7) days, within a reasonable period of time necessary to correct such deficiency if the Owner begins corrective work within such seven (7)-day period and thereafter proceeds diligently to complete such corrective work).

Section 6: Due Date of Assessment. The Annual Assessment provided for herein shall be payable annually within thirty (30) days after an invoice is delivered by the Association to an Owner. The due date of any Assessment shall be fixed in the notice to the Owner or Owners providing for such Assessment but will not be sooner than thirty (30) days after the date such notice is delivered.

Section 7: Effect of Nonpayment of Assessments; Remedies of the Association. Each Owner, except Developer, shall be deemed to covenant and agree to pay to the Association the assessments provided for herein, and each agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner, except Developer agrees to pay reasonable attorneys' fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In the event of a default in payment of any such assessment when due, the assessment shall be deemed delinquent, and shall bear interest at the rate of eighteen percent (18%) per annum, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or, without any limitation by the foregoing, by either or both of the following procedures.

- a. Enforcement by Suit. The Board may cause a suit at law to be commenced and maintained in the name of the Association against any Owner to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of eighteen percent (18%) per annum from the date of delinquency, court costs, and reasonable attorneys' fees in such amount as the court may adjudge against the delinquent Owner.
- b. Enforcement by Lien. There is, to the fullest extent permitted by law, hereby created a claim of lien, with power of sale, on each and every Lot within the North Town Park Subdivision to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots under this Declaration, together with interest thereon at the rate of eighteen percent (18%) per annum from the date of delinquency, an administration fee of One Hundred Dollars (\$100.00) to the Association, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time within thirty (30) days after the occurrence of any default in the payment of any such assessment, the Association or any authorized representative, may, but shall not be required to make a written demand for payment to the defaulting owner, on behalf of the Association. Said demand shall state the date and the amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim or lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or even without such a written demand being made, the Association may elect to file such a claim or lien on behalf of the Association

against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

1. The name of the delinquent Owner (as shown on the Association records).
2. The legal description or street address of the Lot against which claim of lien is made.
3. The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, the One Hundred Dollars (\$100.00) administration fee, collection costs, and reasonable attorneys' fees.
4. That the claim of lien is made by the Association pursuant to the Declaration; and
5. That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon (1) recordation of a duly executed original or copy of such a claim or lien, and (2) mailing a copy thereof to said Owner, the lien claimed thereon shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such Assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any Lot, assessments on any Lot in favor of any municipal or other governmental assessing unit, and the liens which are hereinafter specifically described in Section 6. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a deed of trust, with a power of sale, as set forth by the laws of the State of Missouri, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of the Members. The Association may acquire, hold, lease, mortgage, and convey any such Lot. In the event such foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the Association to the extent permitted by law. Each Owner, by becoming an Owner in the North town Park Subdivision, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Section 8: Subordination of the Lien to Mortgages. The lien of any assessment provided for herein shall be subordinate to the lien of any mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE VII**  
**ARCHITECTURAL CONTROL**

Section 1: Review by Committee. No structure, residence, improvement, accessory building, tennis court, swimming pool, fence, mailbox, dog house, driveway, wall, lot drainage works, awning, exterior area lighting or other structures or improvements shall be constructed or maintained upon any Lot, and no addition or change to the exterior of a structure or improvement shall be undertaken, unless complete plans, specifications and plot plans thereof showing the exterior design, height, building material and color scheme thereof, the location of the structure or improvement on the Lot plotted horizontally and vertically, the location of the structure on the Lot shall have been submitted to and approved in writing by the Architectural Committee. A copy of such plans, specifications and plot plans as finally approved shall be kept by the Architectural Committee. All fees and expenses incurred by the Architectural Committee shall be paid by the applicant.

Section 2: Duties. The Architectural Committee shall have the right, in its sole discretion, to refuse to approve any plans and specifications which are not suitable or desirable for aesthetic or other reasons and in passing upon such plans and specifications and without any limitations of the foregoing, it shall have the right to place into consideration the suitability of the proposed building, structure or other improvement of landscaping, in light of Developer's plans for North Town Park as a residential development of architectural design, color, texture and materials, the harmony of external design and location in relation to surrounding structures and topography and the effect of the improvements as planned on the outlook from adjacent or neighboring Lots. No changes or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Architectural Committee.

Section 3: Procedures.

- a. The Architectural Committee shall approve or disapprove all plans and requests within thirty (30) days after receipt by the Committee of all necessary information. In the event the Architectural Committee fails to take any action within thirty (30) days after the initial request and all necessary information has been submitted, the requesting Owner shall send a second written request to the Architectural Committee. In the event the Architectural Committee fails to take action within ten (10) business days of the second request, approval shall be presumed, and this Article shall be deemed to have been fully complied with.
- b. The Architectural Committee shall maintain written records of all applications submitted and of all actions taken. Plans, specifications, and other records and minutes of Committee actions shall be kept by the Committee for at least one (1) year.
- c. During such times that the Developer controls the Architectural Committee, any member of the Architectural Committee shall have the authority to approve any request. Once the Board of the Association takes over control of the Architectural Committee, a majority vote of the Architectural Committee shall be necessary for approval of any request.

Section 4: Members of Committee. The Architectural Committee shall consist of two (2) members appointed by Developer until such time as either the Developer does not own any Lots or until the Developer notifies the Board in writing of its waiver of its right to appoint the members of the Architectural Committee. Upon such time as the Developer no longer controls the Architectural Committee, then the Board of Directors of the Association shall elect members of the Architectural Committee and there shall be three (3) members. Members of the Committee are not required to be Owners.

Section 5: Non-Liability for Approval of Plans. Plans and specifications shall be reviewed by the Architectural Committee as to style, exterior design, appearance and location and shall not be reviewed for engineering or structural design or for compliance with zoning and building ordinances. By approving such plans and specifications, neither the Architectural Committee, the members thereof, the Association, the Board nor the Developer assume any liability or responsibility therefor or for any defect in any structure constructed from such plans and specifications. Neither the Architectural Committee, any member thereof, the Association, the Board nor the Developer shall be liable to any Owner, prospective Owner, or other Person for any damage, loss or injury suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (c) the development or manner of development, of any property within North Town Park Subdivision, provided, however, that such action, with the actual knowledge possessed, was taken without willful or intentional misconduct. Approval of plans and specifications by the Architectural Committee is not and shall not be deemed to be a representation or warranty that said plans or specifications comply with applicable governmental ordinances and building codes.

Section 6: Inspection. Any member of the Architectural Committee, or any authorized officer, director, employee or agent of the Association, may at any reasonable time enter upon any Lot in order to inspect structures or improvements constructed or being constructed on such Lot to ascertain that such improvements have been or are being built in compliance with the approved plans and specifications.

Section 7: Indemnification. The Association, as a Common Expense of the Association, shall indemnify, defend, save, and hold harmless the Developer and such Board members and officers of the Association from any and all loss or losses to others on account of any approval or disapproval or failure to approve or to disapprove any plans and specifications submitted or on account of enjoining or removing any construction undertaken prior to written approval of the Architectural Committee (to the extent not covered by insurance proceeds). In addition, the Developer and each Board member and each officer of the Association shall be indemnified, defended, saved, and held harmless by the Association, as a Common Expense of the Association, from any loss to others (to the extent not covered by insurance proceeds) by reason of having served as Developer, or such Board member or as such officer and against all losses incurred at the time it was the Developer or a Board member or officer, subject to any provisions regarding indemnity contained in the Association Documents. In the event of a settlement of any such proceeding, the indemnification provided hereby shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. Any right to indemnification provided for herein shall not be exclusive of any other rights to which the

Developer, a Board member or officer, or former Board member or officer, may be entitled.

**ARTICLE VIII**  
**USE AND BUILDING RESTRICTIONS**

Section 1: The following restrictions are imposed upon each residential Lot for the benefit of all owners and the Developer.

Section 2: Single-Family Residential Use. All Lots shall be used, improved and devoted exclusively as a one-family dwelling and no gainful occupation, profession, trade, or other nonresidential use shall be conducted on any such Lot. Nothing herein shall be deemed to prevent the leasing of any such dwelling for periods exceeding thirty (30) days from time to time, by the Owner thereof, subject to all of the provisions of this Declaration. Owners of Lots shall not be permitted to utilize, rent, lease, or enter into other similar agreements to utilize, rent, or lease houses or dwellings on Lots in the Subdivision for transient, nightly rental, vacation rental, or hotel or motel purposes.

Section 3: Structures. All Lots shall be subject to the following restrictions:

- a. No structure whatsoever shall be erected, placed or permitted to remain on any Lot except a detached one-family dwelling, together with an attached private garage, provided that the Architectural Committee, in its sole discretion, may give written consent to a detached garage.
- b. All structures and dwellings shall be constructed of maintenance free materials, such as brick, stone, stucco, or other materials approved by the Architectural Committee in writing. No dwellings shall be constructed with vinyl or steel siding on the exterior, unless approved by the Architectural Committee, but then only as an accent material. All dwellings may be constructed of a combination of such materials, but all such materials must be approved by the Architectural Committee in writing, whether the materials are to be used in combination.
- c. All dwellings shall be of such size of not less than 1,800 square feet of living space on the main entrance level, exclusive of open porches, decks or garages, unless Owner requests a variance submitted to the Architectural Committee, which may be granted or denied in the discretion of the Architectural Committee.
- d. Roofs may be asphalt composition with a minimum of 8/12 pitch, provided, however, that the Architectural Committee, in its sole discretion, may give written consent to altered roof pitch and composition.
- e. Carports are not permitted.

Section 4: Animals. No animals, fowl, or livestock, and no more than 2 of a generally recognized house pets, shall be maintained on any property within the North Town Park Subdivision, and then only if they are kept solely as domestic pets and not for commercial purposes. No commercial breeding of animals shall be allowed. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No doghouse, structure or pen

for the care, housing or confinement of any animal shall be constructed or maintained unless it is in a fenced rear yard, and is approved by the Architectural Committee. Upon the written request of the Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally recognized house pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein. Pets shall not be allowed loose or unsupervised on any part of the Common Areas or Properties. Pets shall be walked on a leash and allowed only on such portions of the Properties as the Board may prescribe by its Rules and Regulations.

Section 5: Antennas. No exterior antenna or other device for the transmission or reception of electronic signals shall be erected, used, or maintained outdoors on any Lot, unless approved by the Architectural Committee, which shall have the sole discretion to decide such matters. Satellite dish receivers for television reception shall be permitted provided that the dish is firmly mounted to the house located on the Lot where it is installed, and provided that it is not larger than a 24" satellite dish and the dish is so located that it is not visible from any location along and within six (6) feet above the street in front of the Lot where installed. All such direct satellite dish receivers, and the location and method for the mounting thereof, shall be approved by the Architectural Committee before being installed.

Section 6: Improvements and Alterations. No building, fence, wall, residence or other structure shall be commenced, erected, improved, or structurally altered, without the prior written approval of the Architectural Committee. The exterior surface of a single-family structure shall not be painted (other than painting with the same color of paint as previously existed) or changed in any manner without the prior written approval of the Architectural Committee.

Section 7: Temporary Occupancy. No trailer, incomplete building, tent, shack or garage and no temporary building or structure of any kind shall be placed on any Lot and shall not be used at any time for a residence in the North Town Park Subdivision. Temporary buildings or structures used during the construction of a dwelling on any such property shall be subject to the rules of the Board and shall be removed immediately after the completion of construction.

Section 8: Motor Vehicles and Trailers.

- a. No mobile or motor home, trailer of any kind, truck larger than one (1) ton, camper, boat, or permanent tent or similar structure shall be parked, kept, maintained or repaired upon any property or street (public or private) within the North Town Park Subdivision, between the hours of 12 midnight and 5: 00 A.M., in such a manner as will be visible from neighboring property; nor shall any motor vehicle of any kind be constructed, reconstructed or repaired on public or private property within the North Town Park Subdivision, provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs, or temporary construction shelters or storage facilities approved by the Architectural Committee and used exclusively in connection with the construction of any improvement. Notwithstanding anything above to the contrary, a temporary portable storage container used during a move-in, move-out or construction project, may be placed overnight on a Lot for no more than a 48-hour period (with a

minimum of 72 hours between each instance).

- b. Any motor vehicle which is, in the sole discretion of the Board, unsightly or not in keeping with motor vehicles owned by residents of the North Town Park Subdivision or is a service vehicle or pick-up truck with a camper top or similar top shall be parked in the garage overnight and shall not be parked in the North Town Park Subdivision between the hours of 12 midnight and 5:00 a.m. in such a manner as will be visible from neighboring property.

Section 9: Motor Vehicles - Excessive Noise. If the Board determines that any motor vehicle is creating loud or annoying noises by virtue of its operation within the North Town Park Subdivision, such determination shall be conclusive and final that the operation, upon notice by the Board to the Owner or operator thereof, shall be prohibited within the North Town Park Subdivision.

Section 10: Landscaping and Lawns.

- a. Completion. Each Owner shall complete the landscaping required by the City of Ozark, as amended from time to time, which shall include a minimum of two (2) shade trees per Lot, a minimum of one (1) ornamental or evergreen trees per Lot, with a minimum of one (1) shade tree in the front yard, with the rear and side yards accommodating the remaining trees. Architectural Committee prior to occupying the premises of a Lot, unless the Architectural Committee shall approve a delay based on weather conditions.
- b. By Owner. Each Owner of a Lot within the North Town Park Subdivision shall keep all shrubs, trees, grass and plantings, including the area located between the boundary line of his property and the street on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Each Owner shall keep a minimum of two (2) trees, each tree a minimum of eight (8) feet in height, in the front lawn of the Owner's lot, and shall install a landscaping bed along the front of the house as approved by the Architectural Committee. Each Lot shall have an irrigation system installed in the front, side and rear yard and all Lots shall initially be sodded throughout the yard. All lawns shall be routinely maintained, and grass shall not be allowed to grow taller than four (4) inches in height.
- c. By the Association. The Association, and its agents, shall have the right at any time, to plant, replace, maintain, and cultivate shrubs, trees, grass and plantings on the Common Areas, and on any easements of record over an Owner's Lot. The Association, or its authorized agents, shall not be liable for trespass for so doing.

Section 11: Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or Common Area within the North Town Park Subdivision, and no odors shall be permitted to arise therefrom so as to render any such Lot or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or



to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. The Board in its sole discretion shall have the right to determine the existence of any such nuisance and for the purposes of this Declaration such determination shall be conclusive.

Section 12: Repair of Buildings. No building, structure or fence upon any Lot within the North Town Park Subdivision shall be permitted to fall into disrepair, and each such building, structure or fence shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 13: Trash Containers and Collection. No garbage or trash shall be placed or kept on any property or Lot within the North Town Park Subdivision except in covered containers of a standard type approved by the Association. The Association shall have the right, but not the obligation, to select a company for weekly trash disposal service for the North Town Park Subdivision. If so hired by the Association, all residents of the North Town Park Subdivision shall be required to use this company and no other trash disposal service shall be permitted. The costs of the company serving the North Town Park Subdivision shall be billed to the Owners of the Lots. In no event shall such containers be maintained so as to be visible from Neighboring Property except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collection. All rubbish, trash and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot and no burning in the open will be permitted.

Section 14: Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot within the North Town Park Subdivision unless they are erected, placed or maintained exclusively within an area not visible from any Neighboring Property.

Section 15: Encroachments. No tree, shrub, or planting of any kind on any Lot within the North Town Park Subdivision shall be allowed to overhang or otherwise encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of eight (8) feet, without the prior approval of the Architectural Committee.

Section 16: Machinery and Equipment. No machinery or equipment of any kind shall be placed, parked, operated or maintained upon or adjacent to any Lot within the North Town Park Subdivision except that:

- a. An Owner (or guest, invitee, licensee, tenant, lessee, family member, agent or employ thereof) may use such machinery or equipment as is usual and customary in connection with the use and maintenance of that Owner's Lot, or the improvements thereon.
- b. A builder or contractor constructing improvements for an Owner may use such machinery or equipment as is usual and customary in connection with the construction of improvements on an Owner's lot, provided that such machinery and equipment is actively being used by the builder or contractor and is stored or placed in

an area approved by the Architectural Committee, and, provided that no trucks of any kind or nature shall be kept, parked or placed upon any lot or street (public or private) within the North Town Park Subdivision between the hours of 12:00 midnight and 5:00 A.M., unless permission is temporarily granted by the Architectural Committee, and

- c. The Developer or the Association may park, place, operate or maintain such machinery and equipment as may be required for the operation and maintenance of the Common Areas.

Section 17: Restriction on Further Subdivision. No Lot within the North Town Park Subdivision shall be further subdivided by any Owner, and no portion of less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, without the prior written approval of the Board. This provision shall not, in any way, limit Developer from subdividing any property owned by Developer. Such newly created parcel thereafter shall be considered as one Lot; provided that it shall not serve to reduce the obligation to pay assessments on the prior number of Lots.

Section 18: Signs. No sign of any kind shall be displayed to the public view of any Lot except as follows and subject to the approval of the Architectural Committee:

- a. One sign of not more than five (5) square feet, advertising the property for sale or rent;
- b. Signs used by a builder to advertise the property during the construction and sales period;
- c. Signs of such shape, size and location as the Developer deems necessary for security control and to advertise the North Town Park Subdivision;
- d. One sign, not to exceed one (1) square foot in size, which may contain the name or names of the Owner or Owners and/or the dwelling unit number;
- e. Signs of such shape, size and location as the Architectural Committee may approve.

Section 19: Cleanup Deposit. Each Owner or commercial builder constructing a residence on a Lot shall deposit \$1,000 with the Association to be held as a cleanup deposit. If the Lot and all construction debris are not generally kept clean and contained during construction and at the completion of construction, the Association may use such deposit to have the area cleaned. Any balance remaining shall be refunded to the person making the deposit.

Section 20: Building Location.

- a. No building shall be located nearer to any lot line than the minimum set back line shown on the recorded plat of the Property.

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

Section 21: Fences.

- a. Fences are not encouraged but properly constructed and installed fences may be approved for construction by the Architectural Committee upon submission of plans and specifications. Fences shall be of the design, materials and specifications determined by the Architectural Committee consistent with the design and aesthetic of the Subdivision.
- b. Chain link fences are not permitted. If constructed of wood, the fence shall be a shadowbox design.
- c. Privacy fences may not exceed seventy-two (72) inches in height.
- d. No fences shall extend forward of the rear wall of a house. Supporting structures on all fences shall be placed on the side of the fence facing the property of the Lot Owner building the fence. On corner lots, the fence may extend from the house toward the street a maximum of five (5) feet.
- e. No fence or hedge shall be permitted between the front wall of the structure and the adjoining street or across the front yard. Notwithstanding the foregoing, the Architectural Committee may give specific written permission to an Owner to vary from the provisions of this subpart.

Section 22: Sales and Construction Office. Notwithstanding anything herein, Developer and its agents may establish temporary sales and/or construction offices and model homes, in the North Town Park Subdivision and may permit builders and realtors to establish the same. Any such office shall be removed upon the completion of the Subdivision. Developer and its agents shall have the right to use the Common Area in conjunction with the sales and promotion of lots and houses in the North Town Park Subdivision.

Section 23: Easements. Easements are reserved as shown upon the recorded plat of the Subdivision.

Section 24: Soil Removal. Soil may not be removed from the Subdivision without the consent of the Developer.

Section 25: Garage Doors. The doors of all garages shall be kept closed at all times except when necessary for ingress and egress. The doors of all garages shall be installed with electric, or battery-powered opening and closing devices.

Section 26: Basketball Goals. No basketball goals shall be attached to the front of any dwelling or garage nor erected in any front yard or on the side of any street which abuts any corner

lot. Portable basketball goals may be used in driveways, but must be stored so they are not visible from neighboring property when they are not in use. Portable basketball goals may not be in use during the hours of 10:00 p.m. and 7:00 a.m.

Section 27: Outside Lighting. The City of Ozark supports and has adopted the dark sky initiative. All outside lighting must adhere to those ordinances, as amended from time to time. Spotlights, floodlights, or similar type-high intensity lighting shall be designed, located and constructed so as to eliminate or significantly reduce glare on adjoining residences, and the Architectural Committee may direct that they be redesigned or eliminated if the Committee determines that it is advisable.

Section 28: Mailboxes. A mailbox shall be installed and completed prior to occupying the residence located on any Lot, and such mailbox shall pass to any purchaser of the Lot for which it is constructed or installed.

Section 29: Roofs. All roofs shall have an exterior surface which shall be approved by the Architectural Committee, in its sole discretion. At a minimum, heavy architectural shingles shall be required.

Section 30: Above Ground Pools. There shall be no above ground pools allowed in the North Town Park Subdivision.

Section 31: Covenant to Use Natural Gas; Third Party Beneficiary. The Purchaser/Owner of any Lot and residence within the North Town Park Subdivision covenants and agrees that, at the time of initial construction and occupancy, each of the residences constructed on the property conveyed by contract will be equipped with one or more natural gas heating systems as the exclusive central space heating system and one or more natural gas water heaters as the exclusive water heating system. Said covenant may be satisfied with respect to a Lot by paying to Spire Missouri Inc. ("Utility") \$667.16 for each Lot that is to be released from the covenant, which payment will be due and payable upon the first to occur of (i) notice (or verification) that the residence will not comply with the above covenant, (ii) issuance of a building permit for, or (iii) substantial completion of construction of a residence on a Lot that does not comply with the above covenant. Any such payment that is not paid when due will bear interest after such date and until paid at the lesser of the rate of 1.5% per month or the maximum rate permitted by applicable law. If the Utility brings suit to enforce the foregoing obligations, it will be entitled to recover the legal costs of such suit, including reasonable attorney fees. This clause will survive execution and delivery of the deed and will inure to the benefit of Utility, its successor and assigns. As an intended third party beneficiary to this agreement, Utility is entitled to directly enforce, in its own name, the rights and obligations undertaken by the purchaser in this paragraph and to seek all legal and equitable remedies as are afforded to Utility herein. Utility will have the right to audit compliance with the terms of this provision at any reasonable time. Payments due Utility hereunder should be sent to the following address: Spire Missouri Inc., 700 Market St., St. Louis, MO 63101, Attention: Director, Business Development.

Section 32: Fiber. Quantum Fiber ("Company") will install appropriately sized conduit throughout the Subdivision, which will be utilized to place fiber cables to above ground pedestals which will distribute fiber serve to houses on Lots in the Subdivision. When an order for service

is received, the house will be fed via a fiber drop from the associated pedestal to a fiber network terminal which will be mounted on the house's exterior wall. This network terminal will be the connection point to the interior fiber drop that will be pulled through a 1" builder provided raceway into the house's interior medial panel. An ONT and modem will also be mounted in the media panel and provisioned when Company service is ordered. The Company will provide and place all backbone and distribution conduit throughout the Subdivision in Owner provided open/joint trench. Company will provide and place all fiber cables and pedestals throughout the Subdivision, including fiber service drops and fiber network terminals required for each house on a Lot. Company will provide and place fiber cable through builder provided 1" raceway as a homerun from the exterior of a house/telco demarcation point to each house's media panel. Company will provide and provision all interior ONTs and modems at each house on a Lot upon customer service order. An Owner of a Lot will provide the open/joint trench in the right of way or public utility easement. Owner will extend a 1" flexible conduit (smurf tube) from the external side of the house/telco demarcation point to the internal media panel. Conduit should be fitted with a pull string for future fiber drop placement by Company. Owner will provide and place a minimum 30" x. 14", all composite (plastic) media panel/structured wiring panel at the interior of each house, typically installed in a central location within the house. Owner to place one 110V dual AC, non-GFCI power outlet at the interior base of each media panel. Owner/Builder will provide, place, terminate and test all in-house wiring and associated jacks. All in-house wiring should be terminated at the media panel/structured wiring panel with RJ45 connectors or on a patch panel.

Section 33: Completion. A structure shall be completed within a reasonable time after commencement of construction (6 months from commencement to complete exterior and 1 year to complete all construction and landscaping). In the event of fire, windstorm, or other damage, a structure shall be repaired, remodeled, rebuilt or completely removed within a reasonable time.

Section 34: Common Areas. Although certain builders may own Lots within the Subdivision, builders owning Lots for construction of residences in the Subdivision shall not be entitled to utilize the Common Areas, and specifically the recreational facilities in the Common Areas, and builders and their guests, invitees and family members shall not be entitled to utilize the Common Areas of the Subdivision, unless they live in the North Town Park Subdivision.

**ARTICLE IX**  
**CARE OF COMMON AREA**

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

- a. Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area;
- b. Construct, reconstruct, repair, replace or refinish any detention areas, or road improvement or surface upon any portion of such area used as a road, street, walk, driveway or parking area;
- c. To maintain and replace injured or diseased trees, shrubs, annuals, perennials, ground cover or other vegetation within any common area, traffic island, median or other landscaped area within any right-of-way of any public or private street located within the subdivision to the extent that the Board deems necessary or desirable for the conservation of water and soil and for aesthetic purposes, and to the extent that the Christian County Highway Department or the City of Ozark deems necessary to maintain public safety. The Board of the Association shall be the sole judge as to the appropriate maintenance of all grounds within any common area, except any landscaped or planted areas within the right-of-way of any public or private street;
- d. Place and maintain upon any such area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof;
- e. Take all such other and further acts which the Board deems necessary to preserve and protect the property and the beauty thereof, in accordance with the general purposes specified in this Declaration.

The Board shall be the sole judge as to the appropriate maintenance of all grounds within the Common Areas.

Section 2: Damage or Destruction of Common Area by Owners. In the event any Common Area willfully or maliciously is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such owner does hereby authorize the Association to repair said damaged area, and the Association, at its option, shall so repair said damaged area. The cost for such repairs shall be paid by said Owner, upon demand, to the Association and the Association may enforce collection of same in the same manner as if such costs were an assessment and shall have all powers and rights to so collect.

**ARTICLE X**  
**ENFORCEMENT**

**Section 1: Remedies.** In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, builder, contractor, subcontractor, agent or employee thereof), shall violate, or permit to be violated, any of the provisions set forth in this Declaration, the Board of the Association shall cause to be delivered to said Owner a written Notice of Violation. Said Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily cured or remedied within a reasonable time from the mailing date of said Notice.

If after a reasonable time has elapsed from the date of said Notice, the violation has not been voluntarily cured by the Owner, the Board of the Association shall have the authority to pursue and affect any and all procedures which may be calculated as reasonably necessary to remove and/or cure the cause of said violation, and shall have the right to (i) remove the cause of the violation by entering onto the Lot; (ii) bring suit or action against the Owner to enforce the requirements of this Declaration; (iii) impose a fine of fifty (\$50.00) per day for each day the violation continues after receipt of the notice of violation; or (iv) seek any other remedy available to it at law or equity. If, by virtue of the exercise of the authority granted herein, the Board shall incur expenses in connection with the process of removing and/or curing said violation the Association may enforce collection of same in the same manner as if such costs were an assessment and shall have all powers and rights to so collect as set forth in this Declaration, and any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of eighteen percent (18%) per annum from the date of delinquency, court costs, and reasonable attorneys' fees in such amount as the court may adjudge against the Owner.

For purposes of administering this Section, the determination of whether a violation has been, or is being committed, and the determination of what time period constitutes a "reasonable time" allowable for voluntary curing of the same shall be made by the Association after taking into consideration the facts and circumstances surrounding the particular violative situation, condition or occurrence.

**ARTICLE XI**  
**RESERVATION OF DEVELOPMENT RIGHTS**

**Section 1: Special Developer Rights.** The Developer reserves the following Special Developer Rights, to the maximum extent permitted by law, which may be exercised anywhere within the Subdivision: (i) to complete improvements indicated on the plats; (ii) to exercise any right reserved to Developer in the Declaration or any right reserved to the Board of the Association; (iii) to assign any Development rights or Special Developer Right to a third party; (iv) to maintain sales offices, management offices, signs advertising the Subdivision and the Property or sales models; (v) to use easements through the Commons Areas for the purpose of making improvements within the Subdivision or within real estate that may be annexed to the Subdivision; (vi) to appoint or remove an officer of the Association or any member of the Board of Directors or any member of the Architectural Committee; (vii) to annex additional property to the Subdivision; (viii) to further subdivide any Lot or Lots owned by the Developer within the Subdivision; (ix) to designate one or more entities as Builder or

management company.

Section 2: Phases; Additional Land. The Developer may develop the Property in phases. The Developer may add additional real property to the Property and may supplement or modify this Declaration with additional covenants, conditions and restrictions as Developer may deem appropriate.

Section 3: Removal of Land. The Developer may remove Lots and other portions of real property from the Property and may supplement or modify this Declaration with additional covenants, conditions and restrictions as may be appropriate.

Section 4: Right to Subdivide or Join. The Developer hereby reserves the right to further subdivide or join portions thereof into smaller or larger Lots.

Section 5: Models, Sales Offices and Management Offices. So long as the Developer is an Owner of a Lot in the Subdivision, Developer and its duly authorized agents, representatives and employees may maintain any Lot owned by the Developer or any portion of the Common Area as a model or sales office or management office.

Section 6: Construction; Developer's Easement. The Developer reserves the right to perform warranty work, and repairs and construction work, and to store materials in secure areas, in Lots and in Common Areas, and the further right to control all such work and repairs, and the right of access thereto, until completion. All work may be performed by Developer without the consent or approval of the Architectural Committee. The Developer shall have an easement over and on all Common Areas as may be reasonably necessary for the purpose of discharging the Developer's obligations or rights or exercising any Special Developer Rights reserved in this Declaration, including, but not limited to the right to convey utility and drainage easements to other utilities, municipalities, the state, riparian owners or upland owners to fulfill the plan of development.

Section 7: Signs and Marketing. Developer reserves the right to post signs and displays in the Common Areas and any Lot owned by the Developer or a related entity to promote sales of the Lots and to conduct general sales activities.

Section 8: Developer Personal Property. Developer reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the property within the Subdivision that has not been conveyed to the Association. The Developer reserves the right to remove from the property any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 9: The rights described in this Article are not subject to the approval of any other party whether the Association or any Owner. Neither the Association nor any Owner shall take part in any action or adopt any rule that will interfere with or diminish any Special Developer Right without the prior written consent of the Developer. Unless earlier terminated by an amendment to this Declaration executed by the Developer, any Special Developer Right may be exercised by the Developer so long as the Developer (i) is obligation under any warranty or obligation with regard to any Lot; (ii) owns additional real estate adjacent to the Subdivision which the Developer has the right to annex to the Subdivision and submit to this Declaration; (iii) owns any Lot; or (iv) owns any security interest in any Lot or other portion of the Subdivision.



Section 10: Developer Control of the Association. There shall be a period of Developer control of the Association, during which the Developer, or persons designated by the Developer may appoint or remove the officers and members of the Board. The period of Developer control shall continue for the later of: (i) so long as the Developer owns any Lot; (ii) for a period of five (5) years after the date of the creation and organization of the Association; or (iii) for a period of two (2) years after the date that the Developer no longer owns any Lot. The Developer may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the period of Developer control of the Association, in which event the Developer may require, for the duration of the period of Developer control that specified actions of the Association or board, as described in a recorded instrument executed by the Developer, be approved by the Developer before they become effective.

Section 11: Developer Control of the Architectural Committee. Notwithstanding the foregoing, the Developer, or persons designated by the Developer, may appoint or remove members of the Architectural Committee. At such time as the Developer shall no longer desire to exercise the architectural, landscaping, signing and lighting controls over the Subdivision, Developer shall cause to be recorded in the official records of Christian County, Missouri a declaration or other similar document (the "Relinquishment Declaration") stating that Developer no longer desires to exercise any further controls over development of the Subdivision and is relinquishing its rights under the Declaration effective as of thirty (30) days after recording the Relinquishment Declaration (the "Effective Date"). Recording the Relinquishment Declaration shall, as of the Effective Date, formally terminate Developer's interest in this Declaration and all rights of architectural, landscaping, signing and lighting controls, as well as any and all other obligations or duties of Developer under this Declaration.

## **ARTICLE XII** **GENERAL PROVISIONS**

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

Section 2: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3: Amendment.

- a. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless otherwise amended as herein provided.
- b. This Declaration may be amended in whole or in part at any time by an instrument

in writing executed by Developer, its successors or assigns until such time as the Developer no longer owns any of the Property or Lots in the Subdivision.

- c. Following such time as the Developer no longer owns any of the Property or Lots in the Subdivision, this Declaration may be amended by an instrument in writing executed by the Association, with the approval of a majority of the votes of quorum of the Owners (which may be obtained by the consent of a sufficient number of the Owners without the need for a formal meeting).
- d. No amendment shall be effective until it is recorded in the deed records of Christian County, Missouri.

Section 4: Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be nuisance and may be enjoined or abated, whether the relief sought is for negative or affirmative action, by Developer, the Association, or any Owner within the North Town Park Subdivision. However, any other provision to the contrary notwithstanding, only Developer, the Association, the Board of Directors, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of this Declaration.

Section 5: Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property or Lot within the North Town Park Subdivision is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration.

Section 6: Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

Section 7: Delivery of Notices and Documents. Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by a commercial delivery service (such as FedEx, UPS) with delivery confirmation. If by delivery service, it shall be deemed to have been delivered the day the delivery service indicates it was delivered:

- a. If to the Association or the Architectural Committee, to the Registered Agent at his registered office: currently, 1757 E. Lakecrest Dr. Ozark, Missouri 65721;
- b. If to an Owner or builder, to the address of any Lot within the North Town Park Subdivision, owned, in whole or in part, by him or to any other address last furnished by an Owner to the Association.
- c. If to Developer, to its Registered Agent at its registered office; currently, 1757 E. Lakecrest Dr. Ozark, Missouri 65721.

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

Section 8: The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property, included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferee's and assigns, binds himself, his heirs, personal representatives, to the covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereto. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby.

Section 9: Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which will best affect the intent of Developer's general plan of development as reflected in this Declaration. The Board shall have the right, power, and authority to determine all questions arising under or in connection with this Declaration and to construe and interpret its provisions, and any determination, construction, or interpretation made by the Board, in the absence of an adjudication by a court of competent jurisdiction that such action was an abuse of discretion, shall be binding on the Owners. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any less restrictive Applicable Law.

Section 10: Drafting Party. The fact that this Declaration was prepared by Developer's counsel as a matter of convenience shall have no import or significance to the construction of this Declaration. Any uncertainty or ambiguity in this Declaration shall not be construed against Developer because Developer's counsel prepared this Declaration in its final form. Any rule of construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of: (i) this Declaration; (ii) any exhibits to this Declaration; or (iii) any document drafted or delivered in connection with the transactions contemplated by this Declaration.

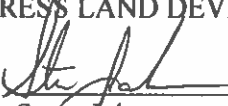
Section 9: Governing Law. This Declaration shall be governed and construed in accordance with the laws of the Missouri, without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of Missouri.

Section 10. Submission to Jurisdiction. The parties hereby agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Declaration or the transactions contemplated hereby, whether in contract, tort, or otherwise, shall be brought in the Circuit Court of Christian County, Missouri in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding in any such court or that any such suit, action, or proceeding that is brought in any such court has been brought in an inconvenient forum.

Section 11. Waiver of Jury Trial. EACH OWNER HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION, OR PROCEEDING BROUGHT BY THE OTHER PARTY HERETO UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY TRANSACTION CONTEMPLATED HEREBY, ANY AND EVERY RIGHT EACH OWNER MAY HAVE TO A TRIAL BY JURY.

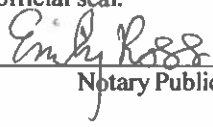
IN WITNESS WHEREOF, the Developer hereto has executed this Declaration as of the date set out above.

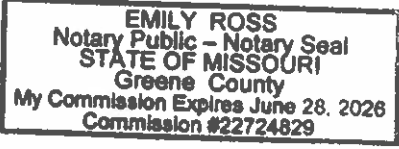
FORTRESS LAND DEVELOPMENT, LLC

By:   
Name: Steve Johnson  
Title: Developer

State of Missouri (SS)  
County of Christian

On this 20th day of September in the year 2022, before me, the undersigned notary public, personally appeared Steve Johnson, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

  
Notary Public



**EXHIBIT A**  
**Real Property Legal Description**

THAT CERTAIN PARCEL OR TRACT OF LAND BEING PART OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 27 NORTH, RANGE 21 WEST, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SOUTHWEST 1/4;  
THENCE, S88°29'05"E, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1345.39 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST 1/4, SAID LINE ALSO BEING THE SOUTH LINE OF GRAND HAVEN ESTATES PHASE 5, A RECORDED SUBDIVISION IN THE CITY OF OZARK, CHRISTIAN COUNTY, MISSOURI;  
THENCE, S01°45'32"W, ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1332.15 FEET, SAID LINE ALSO BEING THE WEST LINE OF QUAIL MEADOW ESTATES, A RECORDED SUBDIVISION IN CHRISTIAN COUNTY, MISSOURI, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4  
THENCE, S01°49'53"W, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE AFORESAID SOUTHWEST 1/4, A DISTANCE OF 80.52 FEET;  
THENCE, N88°17'35"W, A DISTANCE OF 20.97 FEET TO AN EXISTING IRON PIN;  
THENCE, N42°20'43"W, A DISTANCE OF 84.24 FEET TO AN EXISTING IRON PIN;  
THENCE, N88°39'30"W, A DISTANCE OF 955.65 TO AN EXISTING IRON PIN;  
THENCE, N88°34'46"W, A DISTANCE OF 308.62 TO AN EXISTING IRON PIN TO A POINT ON THE WEST LINE OF THE AFORESAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4;  
THENCE, N01°41'52"E, ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 349.27 FEET;  
THENCE, N88°17'20"W, A DISTANCE OF 315.79 FEET TO AN EXISTING IRON PIN;  
THENCE, N88°14'22"W, A DISTANCE OF 358.14 FEET TO AN EXISTING IRON PIN;  
THENCE, N88°19'41"W, A DISTANCE OF 646.16 FEET TO AN EXISTING IRON PIN ON THE APPARENT EAST RIGHT-OF-WAY LINE OF PHEASANT ROAD;  
THENCE, N01°07'02"E, ALONG SAID APPARENT EAST RIGHT-OF-WAY LINE, A DISTANCE OF 269.35 FEET;  
THENCE, ALONG THE SOUTH AND EAST LINES OF PEAR TREE MANOR, A RECORDED SUBDIVISION IN CHRISTIAN COUNTY, MISSOURI, FOR THE FOLLOWING THREE (3) DESCRIBED COURSES:  
THENCE, S88°22'30"E, A DISTANCE OF 748.08 FEET TO AN EXISTING IRON PIN;  
THENCE, S88°21'38"E, A DISTANCE OF 574.74 FEET;  
THENCE, N01°41'52"E, A DISTANCE OF 733.93 FEET TO THE POINT OF BEGINNING.  
CONTAINING 50.0 ACRES, MORE OR LESS.