

202303563

RECORDED ON

07/06/2023 08:00:46 AM

REC FEE 48.00

PAGES: 9

CHRISTY BONSTELL

RECORDER OF DEEDS

WARREN COUNTY, MO

**AMENDED Declaration of
Terms, Conditions, Restrictions, and Covenants
Gettysburg Commons Plats I - V**

This AMENDED DECLARATION is made this 2nd day of June, 2023, by Cannon Builders, Inc., a Missouri corporation (hereinafter referred to as "Developer").

WHEREAS, Developer has developed a certain parcel of real property located in part of Section 17, Township 47 North, Range 1 West in City of Wright City, Warren County, Missouri, and the Developer has prepared a plan for residential development of the Property to be known as "Gettysburg Commons Plat One", "Gettysburg Commons Plat Two", "Gettysburg Commons Plat Three", "Gettysburg Commons Plat Four" and "Gettysburg Commons Plat Five" and the plats thereof have been recorded on Slides D183 and 184, D-373, E23 and E24, E67 and E68, and E93 and E94 of the records of Warren County, Missouri, see attached Exhibit A.

WHEREAS, for the purpose of protecting property values and for the mutual benefit of all future owners of the Property, Developer desired to impose on the Property, together with all buildings, structures and other improvements now or hereafter erected thereon the terms, conditions, restrictions and covenants contained in this Declaration; and

WHEREAS, Developer intends that all owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the Property shall at all times hold their interest subject to the terms, conditions, restrictions and covenants contained in this Declaration; and

WHEREAS, Developer intends that the terms, conditions, restrictions and covenants contained in this Declaration shall benefit and burden the property and shall run with the land; and

WHEREAS, Developer reserved unto itself the right to amend the Terms, Conditions, Restrictions and Covenants of Gettysburg Commons Plats I - V; and

WHEREAS, Developer previously prepared and recorded a separate set of Terms, Conditions, Restrictions and Covenants of Gettysburg Commons for each plat of the Subdivision and now desires to make the Terms, Conditions, Restrictions and Covenants of Gettysburg Commons the same for Plats I - V; and

NOW, THEREFORE, Developer hereby declares the following:

ARTICLE ONE: DEFINITIONS

1. Commons elements-all portions of the Property identified on Plats I - V except the lots, sidewalks and streets. Common elements may include common ground park-like areas, playground areas, and storm water detention areas.
2. Developer- the person, firm or corporation who establishes Gettysburg Commons through the recording of the Plats I - V and this Declaration.
3. Declaration- this instrument and any amendments thereto.
4. Fiscal Year- January 1st of one calendar year through December 31st of the same calendar year.
5. Lot(s)-that part of the Property designated as such on the Plats I - V, including any buildings, structures and other improvements now or hereafter erected thereon.
6. Lot Owner-the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a lot.
7. Residence- the dwelling, appurtenances, and garage(s) erected on a lot.

ARTICLE TWO: HOMEOWNERS ASSOCIATION

1. At such time as the Developer, in its sole discretion, determines that it is necessary and proper, the Developer shall form a not-for-profit corporation under the laws of the State of Missouri known as Gettysburg Commons Homeowners Association, Inc. (hereinafter referred to as "the Association"). The Developer shall appoint the initial Board of Directors consisting of five members with staggered terms.
2. The Association shall thereafter elect Board members as terms expire or positions become vacant. The Association shall act through its Board of Directors. A quorum shall be three Board members. There must be a vote of two of three Board members for any issued. Board members shall not be compensated. Board members may not serve unless they are current on their assessments.
3. The Association, through its Board of Directors, shall develop a set of Bylaws to govern its administration, election of directors,

terms of Board members, meetings, and other affairs. Said Bylaws shall be consistent with this Declaration.

4. If deemed necessary and proper, the Association, through its Board of Directors, shall develop a set of Rules and Regulations. Said Rules and Regulations shall be consistent with this Declaration.
5. The Board of Directors may establish and appoint committees as they deem fit to manage the common elements on behalf of the Association. Committee members shall not be compensated.
6. Each lot owner shall be a member of the Association. Membership shall not be transferred except in conjunction with conveyance of the property. Each lot shall be entitled to one vote so long as the assessments against the Lot are current.
7. Until such time as the Developer forms the corporation described in this Article, the Developer is deemed to be the Association and shall have all the rights, duties, power and privileges granted the Association under the terms of this Declaration.

ARTICLE THREE: POWERS OF THE ASSOCIATION

The Association shall have the following powers:

1. Adopt, amend, and enforce Bylaws and Rules and Regulations.
2. Adopt and amend an annual budget for revenues, expenditures and reserves.
3. Institute, defend or intervene in litigation or administrative proceedings in its own name and/or on behalf of two or more Lot Owners on matters affecting Gettysburg Commons Plats I - V.
4. Make contracts and incur liabilities for the benefit of Gettysburg Commons Plats I - V.
5. Regulate the use, maintenance, repair, replacement, or modification (including conveyance or dedication) of the easements, streets, sidewalks and common elements as shown on the recorded Plats I - V.
6. Acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property.
7. Collect assessments, late charges, interest, attorney's fees or court costs for non-payment of assessments.
8. File liens and/or lawsuits for non-payment of assessments, late charges, interest, attorney's fees and court costs.
9. Exercise any other powers granted by Missouri law, this Declaration, the Articles of Incorporation, or the Bylaws.
10. Exercise any other powers necessary, proper and authorized by Missouri law for the governance and operation of the Association.

The powers contained herein are granted of power only and the Association may or may not exercise them from time to time as it shall deem necessary and proper under the circumstances then prevailing.

ARTICLE FOUR: ASSESSMENTS

The Association is authorized to levy assessments upon and against the Lots in accordance with the provisions of this Article. However, Developer and Lots owned by the Developer shall be exempt from any and all assessments.

Annual Assessment

The Association shall make a uniform Annual Assessment per Lot for each fiscal year. The initial Annual Assessment shall begin with the month beginning after the subsequent lot owner takes title from the Developer. The amount of the initial Annual Assessment shall be equal to the fraction of the fiscal year (x12) remaining times the Annual Assessment for that year. The initial Annual Assessment shall be due and payable at closing. Subsequent Annual Assessments shall be due and payable in advance on the first day of the fiscal year.

The Annual Assessment for 2023 shall be \$150.00 per Lot. However, the amount of the Annual Assessment may be adjusted annually by the Association, through its Board of Directors, by providing notice by November 30th of the preceding year. Notice of the adjusted Annual Assessment shall be given by recording a notice thereof at the Warren County Recorder's Office and by posting notice thereof on the door of each Lot. Provided said notice is given, the Assessment shall be deemed levied on January 1st of the applicable year and no notice of other action by the Association is required for this Assessment to be deemed levied.

Annual Assessments shall be used for the operating budget of the Association. The operating budget of the Association shall provide for the management and maintenance of all common elements.

Special Assessment

The Association may make a uniform Special Assessment against all Lots to cover unexpected, extraordinary expenses of the Association. Such a Special Assessment must be approved by 2/3 of the Lot Owners present at meeting with a quorum called for such purpose. This Assessment shall be deemed levied at the time the approval vote is taken.

The Association, through its Board of Directors may make a Special Assessment against any particular Lot for a) failure or refusal to comply with this Declaration or the Rules and Regulations; or b) damage to the Association's Property caused by the Lot Owner, or their children, invitees, or guests. This Assessment shall be deemed levied at the time the Association records notice thereof at the Warren County Recorder's Office and posts notice thereof on the door of the Lot Owner.

ARTICLE FIVE: COLLECTION OF ASSESSMENTS AND LIENS

1. Assessments shall incur a late fee \$1.00 per day if not paid in full within ten (10) days of levy.
2. Assessments shall bear interest at ten percent (10%) per annum beginning ten (10) days after levy until paid in full.

3. Assessments that are levied and remain unpaid for ten (10) days shall become a lien on the Lot, together with late charges, interest, attorney's fees and court costs. Such lien shall be in favor of the Association for the benefit of all Lot Owners.
4. Assessments that are levied and remain unpaid for ten (10) days shall also become a personal obligation of the Person(s) or entity(ies) who were the Lot Owners(s) at the time the assessment was levied. Successors to such Lot Owners(s) shall be jointly and severally liable for same except that no first mortgagee who obtains title pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which were levied prior to such acquisition of title.
5. Recording of this Declaration constitutes record notice and perfection of liens described herein. No further claim of assessments or liens by the Association is required.
6. In the event an assessment is levied and remains unpaid after ten (10) days, the Association may institute suit to collect assessments, late charges, interest, attorney's fee and court costs and/or foreclose its lien.
7. Each Lot Owner, by acceptance of a deed or as a party to any type of conveyance, vests in the Association, or its agents, the right and power to bring all actions against him or her or it for the collection of Assessments, late charges, interest, attorney's fees and court costs in the same manner as a mortgage on real estate with power of sale under Sections 443.290-443.380, RSMo, or any similar, successor provisions of Missouri state law.
8. The Association may bid on a Lot at any foreclosure sale and shall have the power to acquire, hold, lease, mortgage or convey any such Lot.
9. No Lot Owner may waive or otherwise escape liability for assessments provided for in this Declaration by virtue of claim of abandonment or non-use of the Lot.
10. Any payment by a Lot Owner shall be applied in the following order, as applicable: 1) court costs, 2) attorney's fees, 3) interest, 4) late charges, 5) unpaid special assessments, and 6) unpaid annual assessments.
11. In the event any Lot Owner has any assessment which is more than thirty (30) days past due, he will lose all common area privileges until said assessment and its accompanying charges are paid in full. This provision will be enforced strictly and trespass charges will be instituted by the Association if necessary.

ARTICLE SIX: RESTRICTIONS AND COVENANTS

The following restrictions and covenants shall apply to the Property:

1. No Lot shall be improved, used or occupied other than for residential occupancy by a single family (except for those lots designated as duplex lots and those shall be occupied by no more than two single families). No Lot shall be used for any business or commercial purposes except that a small home-based business is allowed so long as a) it complies with the ordinances of the city; b) it uses no exterior signage; and c) it does not cause increased traffic or other unreasonable disturbance to the neighborhood.

2. No building shall be erected, placed or permitted on any Lot, except the residences and attached garage and one outbuilding not to exceed 200 square feet. Outbuildings must be constructed in professional manner consistent with the style, color and materials of the exterior of the residence. Once the non-profit corporation described herein is formed, the location and design of outbuildings must be pre-approved in writing by the Association. Any outbuilding not so pre-approved may be removed by the Association at the Lot Owner's sole expense.
3. No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that a total of three (3) household pets may be kept, provided they are not maintained for any commercial purposes. All household pets must be contained within the lot boundaries of their owners unless on a leash controlled by a person physically able to prevent its escape. No household pet shall be allowed to be a nuisance to other property owners. In the event a household pet is determined to be a nuisance by the Association, said pet shall be promptly removed by the owner.
4. Motor Vehicles:
 - A) All campers, recreational vehicles, trailers of any kind, or boats shall be parked on a concrete driveway behind the front corner of the home.
 - B) No motor vehicle requiring what is commonly called a "commercial license" under the laws of the State of Missouri, vehicles licensed over thirty thousand pounds (30,000 lbs.) under the laws of the State of Missouri, semi-tractor trailer truck, construction motor vehicle, or dump truck, shall be parked or permitted to remain on the property, lots, driveway, or streets; provided however that Developer, its successors and assigns, shall be permitted to park all types of construction motor vehicles and equipment during the construction of residence upon the various lots.
 - C) No motor vehicles of any kind may be dismantled, assembled, repaired or maintained in any manner upon the property, lots, driveways, or streets unless such is conducted inside a garage, screened from public view.
 - D) No motor vehicles of any kind unable to move under its own power shall be parked or permitted to remain on the property, lots, driveway or streets unless kept in the garage.
 - E) No motor vehicles, campers, recreational vehicles, trailers of any kind, or boats which are unlicensed shall be parked or permitted to remain on the property, lots, driveway or streets unless kept in the garage.

Any motor vehicle found in violation of this Declaration may be promptly removed by the Association, or its agents, and the owner(s) thereof shall be charged with the reasonable expenses so incurred. The Association may, in its sole discretion, employ, hire, or contract with third parties to perform the right granted herein. The Association, its agents or employees, shall not be deemed guilty or liable for performing the rights granted herein.

5. There shall be no fence of any kind (including kennels) beyond the real corner of any residence except that corner lots may have special location requirements. All fences may not exceed five (5) feet in height. All fences in the Gettysburg Commons Plats I - V

must be of material manufactured to be used as residential yard fencing. Once the non-profit corporation described herein is formed, the location and design of fences must be pre-approved in writing by the Association. Any fence not so pre-approved may be removed by the Association at the Lot Owner's sole expense.

6. The building lines as shown on the recorded Plats I - V are hereby created, established and reserved.
7. The common elements, streets, sidewalks and easements as shown on the recorded Plats I - V are hereby created, established, and reserved. No structure or other material shall be placed or permitted to remain which might interfere with use thereof.
8. No unsightly junk, rubbish, or garbage shall be kept on the Property. Lot Owners shall arrange for at least weekly pick up of their garbage. Garbage shall be kept in a sanitary container with a lid until picked up. Garbage containers shall not be put at the curb until the night before pick up and shall be brought from the curb no later than noon on the day following the pick up.
9. No sign of any kind, other than political signs in a manner consistent with city ordinances, shall be displayed to public view except one professional sign of not more than 3' x 3' advertising the property for sale. However, the Developer shall be permitted to use whatever signs it deems necessary to advertise and sell the Property.
10. All above-ground propane or other fuel tanks, except small tanks used for gas grills, shall be screened from surrounding lots and streets by vinyl fencing and/or landscaping. Buried tanks are permitted.
11. Lot Owners shall maintain the exterior of the residence, including but not limited to the roof, windows, masonry and siding, consistent with the style, standards and quality of the surrounding residences.
12. Pools must be located in rear yards. Pools must be located at least fifteen (15) feet from all lot lines. Pools must be secured by fencing. Once the non-profit corporation described herein is formed, plans for pools and fencing must be pre-approved in writing by the Association. Any pools or fencing not so pre-approved may be removed by the Association at the Lot Owner's sole expense.
13. Swing sets and play equipment shall be located in the rear yard and be appropriate to the size of the Lot.
14. Outside antenna and satellite dishes shall be limited to two (2) feet above the highest elevation of the roof and are not be in excess of 25 square feet.
15. Driveways shall be concrete.

ARTICLE SEVEN: MISCELLANEOUS

Remedies for Breach. Any violation of the terms, conditions, restrictions or covenants of this Declaration shall, in addition to the other rights contained herein, give the Association the right to enter upon the Lot to abate and/or remove said violation at the expense of the Lot Owner without being deemed guilty of trespass or other liability and the right to obtain a judgement from the appropriate Court ordering the Lot Owner to abate said violation and awarding damages for said violation. The Lot Owner shall be responsible for all

court costs and attorney's fees incurred by the Association in enforcing this Declaration.

Amendment. This Declaration may be amended by the Developer until the corporation described in Article Two is formed. After said corporation is formed, Lot Owners may amend this Declaration by approval of 2/3 of the Lot Owners present at a meeting with a quorum called for such purpose. Such amendment shall be effective when certified by two members of the Board of Directors and recorded at the Warren County Recorder's Office.

Severability. Invalidation of any term, condition, restriction, or covenant of this Declaration shall in no way affect any other provision thereof, which shall remain in full force and effect.

CANNON BUILDERS, INC.

Monte Cannon Pres.
Monte Cannon, President

Mikel Cannon Sec.
Mikel Cannon, Secretary

STATE OF MISSOURI)
)SS
COUNTY OF LINCOLN)

On this 2 day of June, 2023, before me appeared Monte Cannon, to me personally known, being duly sworn did say that he is the President of Cannon Builders, Inc. a corporation of the State of Missouri and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and that he acknowledges said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal in my office in Troy, Missouri, the day and year first above written.


Notary Public

My commission expires: _____

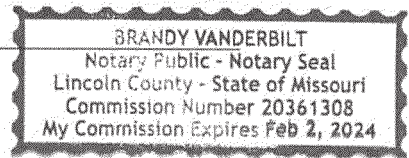


EXHIBIT A

All of Gettysburg Commons Plat One as recorded on Slide D183 and D184 of the records of Warren County, Missouri.

All of Gettysburg Commons Plat Two as recorded on Slide D373 of the records of Warren County, Missouri.

All of Gettysburg Commons Plat Three as recorded on Slide E23 and E24 of the records of Warren County, Missouri.

All of Gettysburg Commons Plat Four as recorded on Slide E67 and E68 of the records of Warren County, Missouri.

All of Gettysburg Commons Plat Five as recorded on Slide E93 and E94 of the records of Warren County, Missouri.