

**THIRD AMENDED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS**

THIS DECLARATION, made as of the Friday, February 28, 2025, by Waterford Homeowners Association, Inc., a Missouri Corporation, hereinafter called "Association"

WITNESSETH:

WHEREAS, Developer has executed and filed with the Recorder of Deeds of Christian County, Missouri, a plat of the subdivision known as "Waterford"; and

WHEREAS, such plat creates the subdivision of Waterford, composed, in part of the following described lots and tracts to-wit; and

WHEREAS, the Association has assumed control of the subdivision for purposes of enforcement of the restrictions; and

WHEREAS, the Association members wish to amend and restate the Covenants and Restrictions as provided herein and have consented to such amendments by signing their names to the list attached hereto as Exhibit A, which is incorporated herein by reference:

WHEREAS, The Waterford Homeowners Association, Inc. ("Association") has matured into a self-governing subdivision no longer requiring a developer. The real property is subdivided in accordance with a certain plat filed for record with the Recorder of Deeds, Christian County, Missouri. It is the intention of the Association that this land shall be held, sold, used and conveyed subject to the following covenants and restrictions, all of which are for the purpose of promoting the common good and general welfare of the Owners, Residents and Resident Tenants. The land shall be maintained as a planned suburban residential community, and it has assumed responsibilities for the preservation of the values and amenities of the community. For the maintenance of common use areas, including any improvements located thereon; and to promote furtherance of a uniform plan.

NOW, THEREFORE, in consideration of the premises contained herein, the Association, and for its members, successors and assigns, do restate and amend the Covenants and Restrictions as follows:

ARTICLE I
DEFINITIONS

1. Definitions. For purposes of this Declaration, or in any supplemental Declaration made effective against the Property according to law, the following definitions shall apply.

- (a) "Architectural Committee," shall mean a three (3) member committee comprised of members of the Waterford Homeowners Association appointed by the Board and who have duties as specified in Article V.
- (b) "Assessments" The term "Assessments" shall have the meaning specified in Article IV and shall include Annual Assessments and Special Assessments.
- (c) "Association" shall mean and refer to Waterford Homeowners Association, Inc., a not-for-profit Missouri Corporation.
- (d) "Board" shall mean the Board of Directors of the Association.
- (e) "Common Area" shall mean
 - (i) entry roads, street rights-of-way,
 - (ii) streets and street islands,
 - (iii) landscaped areas with any public street within the subdivision
 - (iv) gateways, entrances, monuments, berms and other ornamental areas related utilities, streetlights, sprinkler systems, lake, body of water, fountain, and landscaping at or near the entrance of any street or along any street, and any easements related thereto, and
 - (iv) all other areas and places, together with all improvements thereon and thereto, which are intended for the use, benefit or enjoyment of all of the Owners within the District, whether or not any "Common Area" is located on any Lot, all as shown on the recorded plat of the District.
- (f) "District" shall mean all of the above-described lots in Waterford, all Common Areas, and all additional property which hereafter may be made subject hereto in the manner provided herein.
- (g) "Exterior Structure" shall mean any structure or other improvement erected or maintained on a Lot other than the main residential structure or any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, outbuilding, chicken coop, fence, patio wall, privacy screen, boundary or retaining wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, basketball goal or other recreational or play structure.

(h) **“Living Unit”** shall mean and refer to any structure or portion of a structure situated upon any Lot designed and intended for use and occupancy as a residence by a single person, a family or a "family-sized" group of persons.

(i) **"Lot"** shall mean and refer to any plot or parcel of land shown on the Plat or subdivision map of any part of the Property constituting part of the Property described in a Deed from any subsequent owner, which deed has been recorded in the Recorder of Deeds Office of Christian County, Missouri, except for common property. All lots are occupied with single-family private residences.

(j) **“Member”** shall mean any Owner of any Lot identified in the Association who has paid all dues and special assessments.

(k) **"Owner"** Shall mean and refer to a person or entity holding record title fee interest of any Lot. Multiple Owners of any lot shall collectively constitute one “Owner”. The term “Owner” shall not include the lessee or tenant.

(l) **"Plat"** shall mean and refer to that certain Waterford Subdivision Plat recorded the 16th day of August 1999, in the office of Recorder of Deeds for Christian County, Missouri, together with all later amendments recorded in respect of the Property.

(m) **"Resident"** shall mean and refer to any person who: (a) owns a Living Unit within the Property and has manifested their present intent to reside in that dwelling even though they may be temporarily absent; or (b) owns and resides in a Living Unit.

(n) **“Resident Tenant”** shall mean any person who occupies a Living Unit as the named "lessee" under a written lease from an Owner and which lease has been filed with the Association and which lessee has been registered with the Association as required.

(o) **"Street” or "street”** shall mean any public street, road terrace, circle, boulevard or cul-de-sac shown on any recorded plat of all or part of the District.

(p) **"Structure"** shall mean and refer to:

(i) any object, trees and landscaping, the placement, size, shape, color, height and quality of which upon any Lot may affect, in the opinion of the Architectural Committee, the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, greenhouse or bathhouse, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, hedge, sign, appurtenance, or any temporary or permanent improvement to such Lot; and

(ii) any excavation, fill, ditch, diversion, retention or other thing or device which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot; and

(iii) any change in the grade of any Lot of more than six (6) inches.

(iv) any structure or other improvement erected or maintained on a Lot other than the main residential structure or any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, outbuilding, fence, patio wall, privacy screen, boundary or retaining wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, basketball goal other recreational or play structure.

ARTICLE II WATERFORD HOMEOWNERS' ASSOCIATION, INC.

1. Powers and Duties of the Association. The Association is organized to operate for the common good and general welfare of the Waterford Homeowners Association community. This includes administration and enforcement of all covenants and restrictions; maintain, preserve, and control the Common Areas; promote the health, safety and general welfare of the residents of the community; and perform any acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, by way of illustration and not obligation, unless so stated, or limited.

a) Common Areas. The Association may plan and implement improvements within public rights of way and on the Common Areas, provided that such management and control of said improvements shall always be subject to and exercised by Ozark, Missouri, Christian County, and the State of Missouri.

b) Bylaws. The Association shall have Bylaws to guide and govern the Board of Directors in performing its duties and responsibilities as listed herein. The Board of Directors shall develop the Bylaws and amend as needed. The purpose of the Bylaws shall be to insure an effective and efficient transition from one Board to the next and a consistent and equitable administration of the Association's continuing operations. Changes made to the bylaws by the Board will be voted upon at the annual meeting and will require a majority vote of those in attendance

c) Assessments. The Association may levy Assessments on the Owners and enforce payment of such Assessments, all in accordance with the provisions of the Declaration set forth in Article III.

d) Rules and Enforcement. The Association may adopt, promulgate, amend, revoke, and enforce rules and regulations regarding all of Waterford facilities, features, common areas, events and programs. The Board of Directors and Architectural Committee are vested with the decision of whether to pursue a right of enforcement and how it should be resolved.

e) Employment of Agents. The Board of Directors may employ the services of any person or corporation, together with other employees, to manage, conduct and perform the business, obligations and duties of the Association and may enter into contracts for such purpose.

f) Landscape Maintenance. The Association shall care for, spray, mow, trim, protect, provide irrigation for, and replant shrubbery, ground cover and trees on all streets, and on islands located therein, on the Common Areas at the Subdivision entrance, medians, or other landscaped areas. The Association will do other things necessary or desirable to keep property neat and in good order.

g) Insurance. The Association shall obtain and keep in force such policies of insurance and surety bonds as are necessary to adequately insure and protect the Common Areas and the operations thereon as deemed by the Board to be necessary and appropriate.

2. Board of Directors (Board)

a) The powers of the Association shall be vested in, exercised by, and governed under the authority of the Association in accordance with the Association's Declaration of Covenants and Restrictions and Bylaws, and shall be controlled by a Board of Directors, elected by the Membership, consisting of five (5) persons who shall be Resident Members of Waterford Homes Association, Inc., and shall not be from the same household. The Board, by a majority vote, shall exercise for and on behalf of the Association all powers, duties and authority vested in or delegated to the Association.

b) Board Member Terms: Each Board Member term shall be a minimum of one (1) year with a maximum of three (3) years and may be extended by a majority vote of the Board Members.

c) Board members shall not discriminate or retaliate against any Owner, Resident, Resident Tenant, or authorized user of Common Property based on race, color, national origin, religion, sex, sexual orientation, gender identity, marital status, age, disability, citizenship or legal immigration status, veteran status, genetic information, or any other status protected by federal, state and local laws ("protected status").

d) The Board of Directors shall also act upon recommendations of the Architectural Committee after that Committee has a full opportunity to consider issues within its authority. It is hereby acknowledged that the Directors shall have full authority to so proceed on behalf of the Association once the Architectural Committee makes its recommendations.

e) Conflicts of Interest: An elected or appointed member of the Board or committee, or similar entity, representing or acting on behalf of Waterford residents may not participate in any decision on a matter in which that person has a direct or indirect financial interest, or on a matter in which that person has personally provided professional consulting services for a fee to any party that has submitted an application or request to the Association.

i) If two or more members of the Board or committee are disqualified from participating in a request or application because of a conflict of interest, the Board

shall name substitute members to act only on the matter resulting in the disqualification. For a period of one (1) year after service on the Board, no former Board member may represent any matter before that entity when that member, as a Board Member, has participated in any decision on said matter.

ii) Each member of the Board or committee shall inform the appropriate body in writing of any direct or indirect financial relationship with any applicants, builders or developers with an ownership interest in any Lot or Living Unit, or vendors providing a service or product to Waterford. Such disclosure shall be made within fifteen (15) days of knowledge of the establishment of the relationship or commencement of a member's service on the board or committee and shall be available for inspection by the Board and all members.

iii) Each member of the Board or committee shall execute a conflict-of-interest letter at the time the member begins service and each year thereafter throughout the time in service. The letter statements to be signed will be provided by the Association. Executed statements will remain on file for a minimum of two (2) years after service ends.

3. Membership in the Association

a) Membership: The Owner of a Lot shall be entitled to one (1) Membership in the Association. In the event there is more than one (1) owner of a Lot, the Lot shall only have one (1) membership in the Association. The Member must be an individual who is an Owner, or if the Owner is or includes another individual, the Member may be an individual who is a partner if the Owner is or includes a partnership, or an officer of a corporation if the Owner is or includes a corporation, or a member if the owner is a Limited Liability Company, or a beneficiary of a trust if the Owner is or includes a trust, or an owner of an entity if the Owner is or includes a person other than an individual, a partnership, a corporation, or a trust.

b) Voting Rights: Each Lot shall be entitled to one (1) Association Membership and one vote in the Association.

c) Joint Ownership: With respect to voting rights, joint or common ownership of a Lot shall entitle the Owners thereof to a total of one (1) vote per lot, to be exercised in whatever manner they shall jointly determine. If the joint or common Owners cannot agree upon a vote, then no vote shall be counted and any attempt to cast a vote given that disagreement shall be considered void.

d) Transfer of Membership: An Association Membership shall automatically be transferred to a new Owner upon the transfer of the Lot to which it appertains (and then only to such transferee), whether by sale, intestate succession, testamentary disposition, foreclosure of a mortgage or other legal process transferring fee simple title to such Lot. No Owner shall continue to be a Member after they cease to hold a qualifying interest in any Lot.

e) Amendment of Rules: Subject to the provisions of this Declaration and the Bylaws, the Board may make, amend or rescind such rules and regulations as it deems advisable for any meeting of Members, Association vote, referendum or election.

4. Suspension of Membership and Rights of Enjoyment

The Board may suspend the voting rights of Owners and Residents, access to pool area, and the rights of enjoyment, except as to common areas and to the lakes, of any Owner, Resident or user of the Common Property and the services offered thereon who:

- a) is subject to a Right of Action by reason of having failed to take reasonable steps to remedy a violation or breach of the Declaration within the number of days specified in a written notice given by the Board after such violation or breach; or
- b) has allowed any Assessment levied by the Association pursuant to this Declaration to become delinquent; or
- c) has failed to pay any user fee or charge levied by the Association when due and payable; or
- d) has violated any rules and regulations adopted by the Board governing the use and enjoyment of the Common Areas or services thereon.

No Owner may avoid his obligations under this Declaration by declining to use Common Areas, abandoning his Lot, or by any other act of abandonment or renunciation.

NOTE: Suspensions are for the period in which an Owner is in violation of the Covenants and Restrictions.

5. Notice of Meetings and Referendums

Proper notice shall be given by the Board of all meetings. The methods and procedures of such notice shall be determined by the Board in accordance with the Bylaws of the Association.

6. Conduct of Association Elections

The following provisions shall govern the conduct of elections in the Waterford Homeowners Association, Inc. A community vote on such matters as (a) changes to the regular and special assessments, (b) amendments to this Declaration of Covenants and Restrictions, (c) election of the Board, and other significant issues as ordered by the Board, shall be considered valid only if they are conducted in accordance with the following provisions:

- a) **Notification of Elections:** Waterford Homeowners Association Owners and residents shall be notified of all upcoming elections before the election. Where required elsewhere in this Declaration, a community meeting will be scheduled by the Board to provide an

opportunity for open discussion of the subject of the election. Notification of elections and community meetings may be made by mail, email, website posts, or a combination of these, or other means, as determined by the Board.

b) Eligible Voters: To be an eligible voter in all Waterford Homeowners Association elections, a Resident must be an Owner and a Member (see member definition above) of the Association in good standing. Members are not eligible to participate in community elections if their membership or Common Area privileges are currently suspended or terminated, either for violations of this Declaration: failure to pay assessments, liens, or penalties; or for other reasons determined by the Board.

c) Valid Elections: An election shall be deemed valid if the candidate or issue receives the majority of votes from Members physically present at that meeting.

d) Counting of Votes: Votes shall be counted by two current Board members, or by others selected by the Board to ensure a fair and credible count. The vote shall be kept confidential until communicated to all the Board members who will then inform the community. All ballots will be kept confidential and retained should questions arise.

e) Proxy Voting: No proxy votes shall be allowed at any Association meeting. Absentee ballots for annual Association meetings will be made available to voting members upon request and must be submitted to the Board prior to the start of the meeting.

7. Limitation of Liability

No member of the Board or Committee Member of the Association, whether such committee is specifically described in this Declaration or hereafter created by the Association, shall be personally liable to any Owner, Member or Residential Tenant 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 such Board, Officer of the Association, or Committee Member, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

ARTICLE III USE OF FUNDS

1. Purposes for Which Funds May Be Used.

The Association shall apply all funds received by it pursuant to this Declaration and all other funds and property received by the Association, as follows:

a) Operating costs and expenses of the Association, including planning and implementation of the community programs.

b) Planning, design, acquisition, improvement, construction, maintenance and equipping of Common Property improvements.

- c) Association programs and services conducted on or in Common Areas.
- d) Payment of all real and personal property taxes and assessments, if any, separately levied upon or assessed against the Association or any property owned by the Association.
- e). Payment of all premiums and charges for all policies of insurance or surety bonds, as deemed by the Board to be necessary and appropriate, including but not limited to workmen's compensation insurance, to the extent necessary to comply with any applicable law and then-current insurance practices, and indemnity, faithful performance, fidelity and other bonds as the Board shall deem appropriate, or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or property.
- f) Repair, improvements, construction, operation or extension of any utility servicing the Property, or a utility deemed reasonably necessary by the Board to service the Property.

2. Accumulation of Funds Permitted.

The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of annual assessments, or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessment in the succeeding year, but may carry forward from year to year such surplus as the Board may determine to be necessary or desirable for the greater financial security of the Association and the effectuation of its purposes, including accruing funds for the replacement of facilities.

ARTICLE IV ASSESSMENTS AND LIENS

1. Covenants for Assessments and Creation of Liens.

Each Owner, jointly and severally, for himself, his heirs, distributees, legal representatives, successors and assigns, by acceptance of a Deed or other conveyance for any Lot which is assessable property, whether the covenants contained herein shall be expressed in any such Deed or other conveyance, hereby covenants and agrees that:

- a) Yearly Payment:** they will pay to the Association all assessments which may or shall be levied by the Association against assessable property owned by them in each year or any part thereof, and that they will pay to the Association the user fees and charges and all other duly authorized charges to be established as herein provided, if applicable, levied by the Association in each year and including possible levied special assessments.

b) Personal Liability: they shall be personally liable for all such assessments and user fees and charges which become due while they are the Owner of each Lot being assessed.

c) Assessment of Late Fees: If the Owner of a lot does not pay the assessed annual dues by March 31st of each year, all such assessments shall become a lien on the owner's lot on April 1st of the year in which the assessment is made. A monthly late fee shall accrue on all unpaid annual dues beginning April of the year in which the assessment is made. The amount of the late fee for the following year shall be determined yearly at the annual meeting of the Association and reflected in the minutes of the meeting. The collection of unpaid dues and late fees may be enforced by suits at law against any Owner and successors in interest of a Lot on which a lien shall remain undischarged.

d) Liens: all Assessments, together with the continuing obligation to pay each Assessment assessed in all future years, and all user fees and charges, together with all costs, expenses, interest and reasonable attorney fees incurred in the collection of delinquencies, shall become, upon the filing of this Declaration, and thereafter remain a charge against and be secured by a continuing lien upon the Assessable Property of such Owner; and

e) Order of Payment: said charge and lien shall be superior to all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon the Assessable Property whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instruments, excepting only purchase money deeds or tax liens.

2. Rate of Assessment.

For providing funds for the uses, the Board shall assess against the Assessable Property in each year, as hereinafter provided, and shall be in such amounts as determined by the Board.

3. Non-Resident Property Owners

a) Creation of Rules: The Association's Board of Directors will develop, publish, and enforce regulations for rented or leased homes in the Waterford community. The purpose of these rules is to protect the health, safety, property value, and quality of life for all residents; provide for full inclusion of tenants in the community life; and ensure that community facilities and physical features are not overburdened. Tenants will have access to Common Areas and other benefits offered to other residents.

b) Yearly Assessments: The Board may charge an Assessment for leased homes different than that charged to Owners who occupy their residences in the community. Further, the Board shall develop procedures for setting and collecting annual dues for such property.

1) Classification as Rental Property: A Lot shall be classified as rental property when owned by a Non-Resident Owner and occupied by "residential tenants."

2) Registration: As provided herein, an Owner leasing or renting property within the community must register all property with the Association in writing prior to tenant occupancy and must notify the Association of any changes resulting in a new lease (ie new tenants). Sub-leasing a property is not allowed.

3) Fines and Penalties: Non-Resident Owners of rented Living Units shall be responsible for the compliance of their tenants with all provisions of the Declaration of Covenants and shall be subject to the same enforcement policies as Resident Owners. Property owners found in violation of these provisions will be subject to fines and penalties as determined by the Board of Directors. Failure to pay those penalties and associated enforcement and legal costs may result in a lien on the property.

4) Lease to Purchase: The dues for property where there is a lease-to-purchase contract will be the current dues assessed for the rental property until the property is transferred by deed to the new Owner.

5) Minimum Square Feet: The Board shall develop and publish standards and requirements regarding the minimum square feet of living space available per occupant of a rental household.

6) Exemptions: A Non-Resident Owner of a residence where a former spouse and/or children live may avoid classification as rental property by certifying in writing to the Board that the tenants are not paying rent.

7) Moving: A Resident Owner who moves out of the community before selling the home will be required to continue to maintain the property per community standards.

4. Billing of Annual Assessments.

The Association shall levy the Annual Assessment. The Association shall send a written statement to each Owner stating the amount of the Annual Assessment for the upcoming year imposed against each Lot which is Assessable Property owned by the Owner, the period for payment thereof, and the monetary rate to be charged for late payments thereof. Each Annual Assessment shall be due and payable on January 1st each year and shall become delinquent on April 1st of each year.

a) Payment Procedures: The Board may establish payment procedures to allow payment of the Annual Assessment in increments during the year the Assessment is made, provided that this privilege is extended to all Owners on an equal basis, and provided that reasonable notice is given of each payment date, of the monetary amount to

be charged for late payments, of the liens established by this Declaration, and of the suspension of membership rights as a consequence of the failure to pay.

5. Late Payments or Non-Payment.

Each Owner shall be deemed to covenant and agree to pay to the Association the assessments provided for herein, and each agrees to the enforcement and collection 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 agrees to pay all expenses, including collection costs, administrative costs, and reasonable attorneys' fees, together with such late charges as provided herein, in addition to any other amounts due or any other relief or remedy obtained against said Owner. 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 any or all the procedures provided below.

a) Liens: If the Owner of a lot does not pay the assessed annual dues by March 31st of each year, all such assessments shall become a lien on the Owner's Lot on April 1st of the year in which the assessment is made.

b) Monthly Late Fees: A monthly late fee shall accrue on all unpaid annual dues beginning April 1st of the year in which the assessment is made. The amount of the late fee for the following year shall be determined yearly at the annual meeting of the Association and shall be listed in the bylaws.

c) Collection of Unpaid Dues: The collection of unpaid dues and late fees may be enforced by suits at law against any Owner and successors in interest of a Lot on which a lien shall remain undischarged.

d) Default: In the event of default on the payment of any one (1) or more installments of the Annual Assessment established here under, the Association may declare any remaining balance of said Annual Assessment at once due and payable.

e) Suits and Foreclosures: If an Owner shall fail to fully pay the Assessment by the delinquency date thereof, such unpaid amount shall become a binding personal obligation of such Owner, and the Association shall have the right, hereof, to enforce the lien for imposed Assessments. The Association shall have the right and duty to take all appropriate actions and steps to collect any such unpaid Assessments. Each delinquency shall constitute a separate basis for a demand or claim of lien or liens, but any number of defaults may be included within a single demand or claim of lien or liens on account of prior delinquencies and shall be deemed to include subsequent delinquencies and amounts due on account thereof. The Association may institute a suit to recover a money judgment for the same together with interest thereon and reasonable expenses of collection, including attorney fees, without foreclosing or waiving the lien hereinbefore provided.

f) Certificate of Payment: Upon demand by an Owner, the Association shall issue and furnish to such Owner, within a reasonable period, a written certificate stating that all Assessments, including interest and costs, have been paid with respect to any specific Lot owned by said Owner, as of the date of such certificate. If all Assessments have not been paid, the certificate may set forth the amount then due and payable. The Association may make a reasonable charge for the issuance of such a certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding regarding any matter herein stated as between the Association and any bona fide purchaser or encumbrancer of the Lot in question.

6. Enforcement Authority.

The Association may initiate or enter into any enforcement action regarding non-payment or delinquent payment of assessments provided by law or in equity. Those actions include, but are not limited to, the following:

Enforcement by Lien. To the full extent of the law, there is hereby created a claim of lien, with power of sale, on each Lot within Waterford Homeowners Association. The purpose of such claim is to secure payment to the Association of all assessments levied against all Owners of such lots under these Covenants, together with interest thereon at the rate established by the Association from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith including reasonable administrative and attorneys' fees. At any time within fifteen (15) days after the occurrence of any default in the payment of any such assessment, the Association or any authorized representative shall mail a written demand for payment to the defaulting Owner, on behalf of the Association. Each default shall constitute a separate basis for a demand or claim of lien or liens, but any number of defaults may be included within a single claim or lien.

7. Special Assessments.

In addition to the Annual Assessments, the Association may levy in any year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of Common Area Improvements including any capital improvement upon the Common Areas or the cost of any utility deemed necessary by the Board to serve the Property including the necessary fixtures and personal property related thereto, or any unexpected cost or expense of the Association, as the Board may determine.

a) Written Notification: A Special Assessment shall become effective upon written notice by the Board. Billing of Special Assessments shall be handled according to the procedures set out in Section 4 hereof.

b) Voting: The Association must present a proposed Special Assessment to the Members at a meeting to be called for that purpose. The Special Assessment will then be submitted to the residents by written ballot and shall be deemed duly approved by the Members if a

majority of the Members, then allowed and eligible to vote, and physically present at the meeting or by absentee ballot, approves such Special Assessment.

ARTICLE V: ARCHITECTURAL COMMITTEE

1. Purpose, Powers, and Duties of the Architectural Committee

The Architectural Committee shall consist of three (3) members appointed by the Board and shall serve a minimum of a one (1) year term with a maximum of three (3) years and may be extended with the approval of the Board.

a) Purpose: The purpose of the Architectural Committee is to assure that all proposed uses and any exterior structure changes, additions, or alterations requested by any Owner or Resident of any Structure to take place on any Lot or any other Property shall be performed in conformity with the objective of high-quality environmental design and development in conformance with the Waterford Homeowners Association community.

b) Board of Directors Authority: To carry out that purpose, the Architectural Committee will take full opportunity to consider all issues and/or requests within its authority. They will have the right to recommend approval or disapproval of all proposed external alterations or use changes for both private Lots and Common Property. It is hereby acknowledged that the Board of Directors shall have full authority to proceed on behalf of the Architectural Committee, after that Committee has a full opportunity to consider issues within its authority.

c) Meetings: The Architectural Control Board shall meet as needed to consider applications with respect to any matters that require the approval of the Architectural Committee as provided herein.

d) Quorum for Approvals: A majority of the members of the Architectural Committee shall constitute a quorum for the transaction of business at a meeting. Every act or decision made by a majority of the members present at a meeting at which a quorum is present shall be regarded as the act or decision of the Architectural Committee, and no act or decision made at any other time or in any other manner by the Architectural Committee or any member or members thereof shall be valid or binding or constitutes a waiver of any provision of this Declaration.

e) Considerations: In making its decisions, the Architectural Committee will refer to established guidelines maintained by the Architectural Committee and made available to all Members, and may consider any and all aspects and factors that the committee members, in their reasonable discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the District, including but not limited to the consistency and harmony of the proposed work and improvements with the Developer's overall plans for the District and existing improvements in and the general appearance of the District, the potential impact on property values within the District and compliance with the specific requirements

of this Declaration. All decisions of the Architectural Committee shall be in writing and delivered to the applicant.

f) No Liability for Approval or Disapproval: The Association, nor any member of the Architectural Committee or the Board shall be personally liable to any person for any discretionary or other approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration or any of such rules, regulations, restrictions or guidelines.

ARTICLE VI EXTERIOR REQUIREMENTS FOR APPROVAL OF PROPERTY UPDATES OR CATASTROPHIC HOME REBUILD PLANS

1. Use of Land Rules.

a) Occupancy Rules: None of the Lots may be improved, used or occupied for other than one (1) single-family private residential purpose, and no duplex, flat, boarding house, rooming house, apartment house or other multi-family or multi-residential structure, or any non-residential structure, or other improvement (except Exterior Structures approved by the Architectural Committee), may be erected thereon.

b) Single Family Residency: No more than one single family residence shall be located on any Lot.

c) Non-Residential Use: No gainful occupation, profession, trade or other non-residential use shall be conducted on any such lot. The exclusive use of any Lot or Dwelling Unit in the Association as a single-family residence does not prohibit the Owner(s) from utilizing in-home childcare providers, home health care providers or any other assisted living provider.

d) Short Term Rentals: No Owner shall lease any lot for the purpose of short-term (Less than one (1) year) rentals.

e) Appurtenant Accessory Structures: No structure whatsoever shall be erected, placed or permitted to remain on any Lot except one detached single-family residence, not to exceed two stories in height, with an attached garage for not less than two (2) motor vehicles, together with any appurtenant accessory structure or structures approved by the Architectural Committee.

f) New Construction, On-Site: All residences in the District shall be of new construction on-site; no residential building which has previously been at another location shall be moved onto any Lot, and no "prefabricated," "modular" or "manufactured" or otherwise pre-assembled or pre-constructed homes or structures or any nature or kind whatsoever (except Exterior Structures approved by the Architectural committee) shall be permitted.

g) Exterior Structures: No camper, trailer, mobile home, vehicle, tent, outbuilding, Exterior Structure, or other apparatus or structure whatsoever except the permanent residence shall at any time be used for human habitation, temporarily or permanently, nor shall any residence or other structure or improvement of a temporary character be erected, moved onto or maintained upon any of such Lots or Common Areas.

2. Building Material Requirements: in the event of routine property updates, remodels or repairs due to vandalism, fire, windstorm or other damage.

a) Approval of Architectural Committee: All rebuilt or remodeled homes must conform to the décor of the District, and all plans and exterior finishes must be submitted to and approved in writing by the Architectural Committee prior to the commencement of construction. Any building products that may be or come into style in the area shall be acceptable if approved in writing by the Architectural Committee.

b) Exterior Walls: Exterior walls of all residences and all appurtenances thereto shall be of stucco, stucco board (provided however no exterior insulated finish system, also known as EIFS shall be allowed) brick, stone, wood shingles, wood siding, batt siding, wood paneling, plate glass, Masonite, permanent siding, glass blocks or any combination thereof, or such other materials as may be approved by the Architectural Committee in writing.

c) Windows: All windows shall be constructed of glass, wood, metal clad and wood laminate, or any combination thereof; provided, however, that storm windows may be constructed of colored metal (other than silver).

d) Exterior Doors: All exterior doors shall be constructed of wood, metal clad and wood laminate, colored metal (other than silver) and glass, or any combination thereof.

e) Roofs: Roofs shall be covered with an architectural fiberglass or asphalt shingle, or better-quality material.

f) Building Materials: Any building products that may be or come into style in the area shall be acceptable if approved in writing by the Architectural Committee. All wood exteriors, except roofs, and shake sidewalls, shall be covered with a workmanlike finish of high-quality paint or stain. No building or Exterior Structure shall be permitted to stand with its exterior in any unfinished condition for longer than six (6) months after commencement of construction. Brick ledge must be 12" below final grade. Exposed foundation areas shall not have more than 10" of foundation exposure above finished grade.

3. Minimum Floor Area. If a remodel or rebuilding of a residence is necessary, it should be done on the square footage allotted to the original residence. If the Owner requests a different square footage, the Architectural Committee in its discretion will evaluate on a case-by-case basis the square footage of residences to maintain the integrity of the Waterford subdivision.

4. Setbacks. If it is necessary to rebuild a residence or remodel an exterior structure, it shall not be located closer to any street than building setback lines shown on the plat. However, the Architectural committee, in its discretion, may waive or alter any such building setback lines to the extent that they are greater than the minimum setbacks, if any required by applicable zoning. The Architectural Committee may also, at its discretion, impose additional rear setback requirements on Lots that are adjacent to any or all Common Areas, such as but not limited to, lakes and recreational areas.

5. Commencement and Completion of Construction. In the event of vandalism, fire, windstorm or other damage to a residence or Exterior Structure, the Owner shall commence repair or rebuilding within sixty (60) days of the occurrence and complete such work within six (6) months. In the case of a catastrophe causing residents to rebuild, construction of the residence on a Lot shall be commenced within six (6) months following the date of said catastrophe. The residence shall be completed within twelve (12) months after such commencement. If this timeline cannot be met, the owner must notify the Architectural Committee and the board in writing to request an extension. No Owner shall be entitled to reimbursement for taxes, interest, assessments or other expenses paid or incurred by or for such Owner during construction.

6. Architectural Approval of Exterior Home Rebuild/Remodel and Yard Plans

All exterior home rebuild/remodel and yard plans must be submitted prior to the beginning of work. The Architectural Committee will review and respond to each request in writing within 30 calendar days. If no response is received within that time frame, the Owner's request shall be considered approved.

a) Submission to Architectural Committee: Notwithstanding compliance with the provisions of Sections 1, 2 and 3 above, no residence or Exterior Structure may be erected upon any Lot unless and until the building plans, specifications, materials, location, elevations, lot grading plans, general landscaping plans, and exterior color scheme have been submitted to and approved in writing by the Architectural Committee, and all applicable state and local permits have been submitted and approved. No change or alteration in or deviation from the approved building plans, specifications, material, location, elevations, landscaping plans or exterior color scheme shall be made until such change, alteration or deviation has been submitted to and approved in writing by the Architectural Committee.

b) Exterior Colors and Landscaping: Following the completion of a remodel or rebuild of any residence or exterior structure, no exterior colors or general landscaping or grading shall be changed and no exterior additions or alterations shall be made unless and until the changes have been submitted to and approved in writing by the Architectural Committee. Replacements of all or any portions of a structure because of age, casualty loss or other reason, including without limitation, roofs and siding, shall be of the same materials, location and elevation as the original structure unless the changes have been submitted and approved in writing by the Architectural Committee.

ARTICLE VII
Exterior Structure Rules for Approval of
Home Remodel, Yard Plans and General Restrictions

1. Exterior Structures:

a) Approval of Architectural Committee: No Exterior Structure shall be erected upon, moved unto or maintained upon any Lot except (i) with and pursuant to the advance written approval of the Architectural Committee as to the plans, specifications, materials, location, elevations, landscaping plans and color scheme, and (ii) in compliance with the additional specific restrictions set forth in subsection (b) below or elsewhere in this Declaration.

b) Size and Location: Exterior Structures including storage buildings, greenhouses, etc. shall be allowed provided they are in the rear yard of a Lot and Owner has obtained written approval from the Architectural Committee and all applicable permits received prior to placement of or construction of the structure on the Lot. The Architectural Committee may impose location, placement and size limitations to exterior structures as necessary to maintain the integrity of the Waterford subdivision. The Architectural Committee will require fencing prior to approval of any exterior structure.

c) Fences, Walls and Privacy Screens: All fences, walls and privacy shall be consistent with standard designs, heights and material to be selected by the Architectural Committee. A four (4) foot maximum fence height is allowed for any Lot adjacent to Common Areas including but not limited to the lakes. All fences, walls and privacy screens shall be constructed with the finished side out. Except as provided in paragraph (v) below, no metal (other than wrought iron or other ornamental), chain link or similar fence, wall or privacy screen shall be permitted.

d) Sub-Dividing: No Lot or combination of Lots shall be re-subdivided or re-platted. No Lot shall be sold or conveyed except as described on the recorded plat of the Waterford Sub-Division, except as may be otherwise approved in writing by the Approval Party.

e) Lot Maintenance: Each Owner shall properly maintain their Lot in a neat, clean and orderly fashion. All residences and exterior structures shall always be kept and maintained in good condition and repair.

f) Landscaping and Lawns: At each residence, the front and side yards shall be covered with either fescue or bluegrass sod, hand-seeding or hydroseed. If the landscape is being restructured, a landscape plan must be submitted to the Architectural Committee for approval.

i) Vegetable Gardens: All vegetable gardens shall border the rear boundary, and those located on the corner lots shall border the rear boundary and be no closer to the street than 45 feet. No vegetable garden shall exceed 100 square feet in size unless it is enclosed by a privacy fence.

ii) Lawn Maintenance: The Owner of each Lot shall keep the lawn neat, clean and uniformly mowed and clipped to a reasonable and attractive height and shall properly maintain and replace all trees and landscaping. The Lot shall be neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. If an Owner fails to maintain their lawn or plantings as provided herein, the Board, or its agents, may enter upon said Lot and may do so, and the Owner shall reimburse the Board for 2 times all of its costs upon demand.

g) Trash Service: Owners are responsible for procuring and maintaining weekly trash service through the City of Ozark or another company approved by the association. Trash cans may be placed at the curb for the 24-hour period before and after scheduled pickup. Outside of that 24-hour period, trash containers must always be stored out of sight, either in the garage or behind fencing so they are not visible from the street or common areas. Trash enclosures are allowed but must be submitted to and approved in writing by the Architectural Committee prior to installation.

h) Tree Maintenance: Trees on each Lot are to be maintained by the Owner. Broken limbs hanging in trees are not permitted. Tree debris from trees on Lots shall be neatly stacked and removed from the Lot within 30 days.

i) Wood Piles: Wood for firepits and fireplaces/woodstoves must be stored behind a privacy fence out of sight from the street and not on the side/front of any home or in any location visible from streets or common areas.

j) Shipping Containers: No shipping containers are allowed as sheds or out-buildings.

k) Sheds and Outbuildings: Sheds/Outbuildings must be approved by the Architectural Committee and must match the materials and color scheme of the home.

2. General Restrictions:

a) Yard Use/Toys/Sports Equipment: Basketball goals, portable in nature, shall be allowed only while they are in use and must be stowed in a concealed area when not in use. A permanent basketball goal may be installed in the ground or concrete with prior written approval by the Architectural Committee. Any permanent goal must be properly maintained and remain in good working order. Any basketball goal found to be in disrepair must be repaired or removed.

Children's toys (bikes, strollers, swings, etc.) temporary basketball goals, soccer goals/nets and other athletic equipment shall be stored in the garage or behind the fence when not in use.

b) Recreation/Play Structures: Except as specifically authorized by the Architectural Committee, all recreation or play structures (excluding temporary basketball goals) shall

be located behind the line consisting of the back-most wall of the residence extended to the side Lot lines (the "rear line").

c) Mailboxes and House Numbers: Mailboxes and house numbers must be in accord with the standard Waterford HOA specifications set by the Architectural Committee.

d) Animals: No livestock or other animals of any kind shall be raised, bred, or kept on any Lot except that dogs, cats and other common household pets are allowed so long as they are not kept, bred or maintained for commercial purposes and do not constitute a nuisance to the neighbors or neighborhood. Pets housed outdoors must be enclosed in the back yard behind a fence and must be accompanied by their Owner when not enclosed in their back yard.

An Owner of a Lot that is two-tenths of an acre or larger may own and pasture up to six (6) chickens on the Lot. An Owner of a Lot shall not own and pasture a rooster on the Lot. An Owner of a Lot may have one (1) chicken coop on a Lot to accommodate up to six (6) chickens. The chicken coop shall be an Exterior Structure as defined in Article I, Section 1(g). A chicken coop shall be located in the rear yard of a Lot and shall be screened from view from all Common Areas and streets by a privacy screen, wall, or fence.

No outside doghouses, other animal shelters or runs shall be located on any Lot in Waterford subdivision unless it is screened from view from all Common Areas or street(s) by a privacy screen, wall or fence.

e) Signs/Flags: The following signs and flags are allowed to be displayed in public view on any lot:

- i) One sign of not more than five (5) square feet, advertising the Lot for sale or rent.
- ii) Signs of such shape, size and location as the Association deems necessary for security control.
- iii) One sign, which may contain the name or names of the Owner or Owners and/or the Dwelling Unit number.
- iv) Political signs; provided such signs shall only be displayed no earlier than 30 days before, and 5 days after the applicable election.
- v) Contractor business signs (i.e. roofer, builder, landscaper, etc.) advertising their trade being completed at a residence may be displayed during the duration of work but must be removed upon completion.
- vi) The American flag may be displayed according to guidelines set forth in the US Flag Code.

vii) Other flags or signs with prior approval of the Architectural Committee.

f) Business Use: Except as otherwise provided in Article VI, Section 1(c) above and in this Section 9(f), no Lot shall ever be used, and no residence or Exterior Structure or other improvement shall ever be placed, erected or used, for business, professional, trade or commercial purposes on any Lot. Home offices for the use of occupants of the residence on a Lot shall be permitted, provided that such use is not discernible from outside the residence and that public, customers, clients, patients or other business invitees or guests are not received there for business or commercial purposes other than on an incidental basis in connection with social functions, and provided that the occupants do not have any employees who come to the residence.

g) Noxious or Offensive Activities: No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common Area, nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood.

h) Vehicle Parking: No vehicle larger than $\frac{3}{4}$ ton shall be parked, left or stored on any Lot or street for more than twelve-hour period. No vehicle in inoperable condition or trailer, mobile home, bus, van, camper, recreational vehicle, boat, boat trailer or other mobile apparatus of any nature or kind whatsoever (other than personal automobiles and standard $\frac{3}{4}$ ton or smaller non-commercial pickup trucks) shall be parked, left, stored on any Lot or street for more than a 24-hour period except in an enclosed garage. Motorized vehicles shall not be operated on any Common Area, other than in the street. Exceptions must be approved in advance, in writing, by the Board.

i) Antennas and other Projections: No radio, citizens' band, short wave or other antenna, clothesline or pole, or other unsightly projection shall be attached to the exterior of any residence or erected on any Lot. No lights or other illumination shall be higher than the eaves of the residence. Notwithstanding the foregoing, a television antenna which does not exceed six (6) feet in height above the ridge of the house on which it is erected, or a satellite dish which does not exceed twenty-four (24) inches is permitted, unless the Architectural Committee gives written permission for erection of a larger dish. Any approved antenna or dish shall be installed at the rear of a home. Only one (1) satellite dish is allowed per Lot. If a new antenna or dish is installed, the old equipment must be removed from the roof.

j) Solar Panels are allowed. The owner must apply to the Architectural Committee for a proposed plan review. After permits are received from local authorities, written approval is required from the Architectural Committee, prior to installation of any equipment.

k) Garage Doors: All garage doors shall remain closed except when necessary for entry or exit.

l) Garage Sales: No garage sales, sample sales or similar activities shall be held within the District without the written consent of the Board. The Board shall have the right to make, alter and revoke reasonable rules regarding such activities, and any such rules shall be binding upon all Lots and Owners.

If critical circumstances arise that would cause a change in residence, the Owner may request an exception for a hardship sale. The sale must be approved by the Board in advance and in writing prior to posting signs or sale occurrence. Failure to adhere to this will result in a fine 5x the standard HOA violation fee.

m) Speakers and other Sound Devices: No speaker, horn, whistle, siren, bell or other sound device, except intercoms that are not audible beyond the Lot lines and devices used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any residence or in any yard.

n) Utilities: All residential services utilities shall be underground.

o) Sidewalks: Selected Lots will require sidewalks. Said sidewalks must be constructed in accordance with the development specifications as determined by the Architectural Committee. Sidewalks must be constructed no later than the time of construction of the residence on any Lot requiring a sidewalk. The Owner/Builder of the Lot will be required to pay for the construction and continued maintenance of said sidewalks.

p) Fuel Storage: No fuel storage tanks of any kind, above or below ground shall be permitted.

Article VIII Easements, Common Areas, Rights and Severability

1. Easements for Public Utilities; Drainage; Maintenance. The Association shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erections, construction, maintenance and use of, drains, pipe-lines, sanitary and storm sewers, gas and water mains and lines, electric, telephone and cable television lines and other utilities, and to give or grant rights-of-way or easements therefore, over, under, upon and through all easements, rights-of-way and Common Areas shown on the recorded plat of the District community.

All utility easements and rights-of-way shall inure to the benefit of all utility companies for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of all Owners in the District and the Homes Association as a cross easement for utility line or service maintenance.

The Association shall have and does hereby reserve for itself, its successors and assigns an easement over and through all unimproved portions of each lot in the District for the purpose of performing the duties of the Association and maintaining Common Areas.

2. Common Areas.

a) Right and Easement: The Owners of Lots in the District and the ~~Homes~~ Association shall have the right and easement of enjoyment in and to all the Common Areas, but only for the intended use or uses thereof. Such right and easement in favor of the Owners shall be appurtenant to, and shall automatically pass with, the title to each Lot. All such rights and easements shall be subject to the rights (including ownership) of any governmental authority or any utility therein or thereto.

b) Assignment of Responsibility: The Association shall, at all times, be responsible for the proper maintenance of all Common Areas, except any part thereof that is within any Lot and has not been landscaped or otherwise improved by the Association.

c) Utility Easements: The right and easement and enjoyment of the Owners in the District as to any Common Area shall be subject to the right of the Association to convey sewage, water, drainage, maintenance and utility easements over, under, upon and through such Common Areas.

d) Modifications to Common Areas: No Owner shall improve, destroy or otherwise alter any Common Area without the express written consent of the Board.

e) Board Rights: The Board shall have the right from time to time to make, alter and revoke additional rules, regulations and restrictions pertaining to the use of any Common Areas.

f) Encumbering Common Areas: Neither the Association nor the Owners shall have the right to pledge, mortgage, encumber or otherwise hypothecate any Common Area unless such action is first approved by two-thirds (2/3) of the Owners.

3. Covenants Running with Land; Enforcement. The agreements, restrictions and reservations herein set forth are, and shall be, covenants running with the land into whosoever hands any of the property in the District shall come, for the benefit of all the land in the District.

a) The Owner of the Lots in the District, and all parties claiming by, through, or under them, shall conform to and observe such agreements, restrictions and reservations; provided however that no person shall be obligated to enforce any such agreements, restrictions and reservations.

b) No agreement, restriction, or reservation herein set forth shall be personally binding upon any Owner except with respect to breaches thereof committed during such Owner's seizing of title to such lots.

c) The Association shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the

In Testimony Whereof, I have set my hand and affixed my official seal at my office in Springfield the day and year first above written.

Notary Public

Name: _____