

Plat 1 & 2

Sam

Book 214 Page 174

**RESTRICTIVE COVENANTS
HOLIDAY HILLS SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS that the Windsor Place Trust One dated April 1, 1990, acting by and through its trustee, Wilbur C. Windsor, Jr., is the owner in fee simple absolute of certain real estate, which has been subdivided into lots and streets as fully as shown on the plat and survey recorded at Book 7, Page 56, of the Deed Records of Cooper County, Missouri, which is incorporated herein by reference and made a part hereof as fully as if set out verbatim.

That the said Wilbur C. Windsor, Jr., as Trustee, has designated on said plat certain road easements for the public use, the boundaries, names, and dimensions of which are shown on said plat.

That said plat also shows certain easements for utility purposes and said easements are hereby dedicated for public use.

The said Wilbur C. Windsor, Jr., as Trustee, does further confirm that the land described and shown on said plat above referred to is and shall be conveyed subject to the restrictions and covenants running with the land.

The lots and the buildings and structures located hereon shall be subject to the following restrictions on use to the following provisions:

Section 1. Residential Use. Nothing but a single private dwelling or residence designed for the occupancy of one family shall be erected on any lot in this Development. Said residence may include an attached garage or carport and/or a detached storage building not to exceed five hundred (500) square feet in area and twelve (12) feet in

height. Not more than one residence shall be erected or constructed upon any lot within the Development.

Section 2. Dwelling Size. No dwelling shall be permitted on any lot unless the ground floor area of the main floor structure, exclusive of open porches, patios, and garages, shall be more than eleven hundred (1,100) square feet and no two story dwelling shall be permitted unless the ground floor area of the main floor structure, exclusive of open porches, patios, and garages, shall not be less than eight hundred (800) square feet and said two story structure shall have a total of not less than fifteen hundred (1,500) square feet on the first and second story, and no tri-level or four-level house shall have less than twelve hundred fifty (1,250) square feet on two finished levels.

Section 3. Home Occupation. The restriction above to use of any dwelling as a single family residence shall not prohibit the conduct of a "home occupation" upon said unit as defined herein. Home occupation means any occupation or profession carried on by members of the immediate "family" residing on the premises, in connection with which there is used no sign or display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose than that of a single family residence dwelling.

Section 4. Temporary Structures. No temporary structure, mobile home, tent (other than a children's play tent) or shack shall at any time be located upon any lot.

Section 5. Living Quarters. No temporary structure, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any lot at anytime as a residence, either temporary or permanently.

Section 6. Building Lines. No residence building or attached garage shall be placed on any lot nearer than fifty-five (55) feet to the centerline of the road or nearer than fifteen (15) feet to any lot back line or nearer than fifteen (15) feet to any lot side line.

Section 7. Nuisances. No illegal, noxious, or offensive activities shall be carried on upon a lot or upon the common areas nor shall there be anything done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 8. Signs. No sign of any kind shall be displayed to the public view on any lot.

Section 9. Trash, Storage, Disposal. No lot shall be used or maintained as a dumping ground, and rubbish, trash, garbage, or other waste shall be kept only in sanitary containers. No exterior incinerators shall be used. All trash, rubbish, garbage, and other materials being thrown away or disposed of by lot owners or residents on the premises must be placed or contained in one or more sanitary trash containers. It shall be the lot owners' and residents' responsibility to see that said trash, rubbish, garbage, and other disposed materials are removed from the development before the same may become offensive or noxious and in no event shall said matter remain in the development in excess of one week.

Section 10. Parked Vehicles. No unlicensed or inoperative motor vehicles shall be parked within the development in excess of thirty (30) days.

Section 11. Sewage Disposal System. No individual sewage disposal system or manner of sewage disposal shall be permitted on any lot unless such system is designed,

located, constructed, and operated in accordance with the requirements, standards, and recommendations of state and public health authorities, and is approved by the developer. When a sewage disposal system is made available by a sewer company or any public or governmental body or authority, individual sewage systems shall be immediately and forthwith abandoned without necessity of compensation, and thereafter only the sewage system so made available shall be used.

Section 12. Storage Tanks. No tank for the storage of fuel may be maintained on any unit above the surface of the ground except for heating.

Section 13. Automotive Repair Prohibited. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any lot, common area, or otherwise within the development which is in public view.

Section 14. Building Material Restrictions. No residence of what is commonly known as "corrugated" or "sheet metal" construction shall be built in said development unless the same shall be covered over upon all its outside walls with stucco, weatherboard, brick, stone, or other veneer material.

Section 15. Time for Construction. The exterior construction and appearance of all buildings must be completed within six (6) months from date of the start of the initial construction.

Section 16. Lot Requirements and Subdivision. No lot shall be subdivided by the lot owner in such a manner as to make a smaller lot. Provided, however, nothing contained within these Use Restrictions shall be construed to prevent the use as one building site of two or more lots, or the use as a building site of portions of two or more

lots, in which event all buildings shall be placed upon said lots to conform with the front and back building lines shown on the plat of said subdivision and no building shall be closer than fifteen (15) feet to another lot owner's side line.

Section 17. Lot Care. No obnoxious weeds permitted on any empty lot. Will be mowed at least 4 times a year. All resident yards to be kept in a neat and orderly fashion.


Section 18. Roadway Easements. The Grantors do hereby grant to each of the lot owners in Holiday Hills Subdivision Plat I reciprocal easements over and across a 50 foot tract of land shown on the plat of said subdivision and entitled "Holiday Circle 50 foot Road and Utility Easement." Each lot owner shall have the right of access over and across said 50 feet roadway easement shown on said plat to provide ingress and egress to the owners' lot for the owners or the owners' invitees. The lot owners shall further have the right to utilize said 50 feet roadway and utility easement for the construction, maintenance, and repair of water, gas, sewer, or electrical utility lines which may be required to provide utility service to the subdivision lots. The Grantor does further reserve the right to utilize said 50 foot roadway and utility easement for the Grantor's use and for the invitees of the Grantor.

Section 19. Persons Bound. These covenants shall be binding upon any person or persons who acquire title to real estate in Holiday Hills Subdivision Plat I. These restrictive covenants are to run with the land and shall be binding upon all persons who acquired lots in said subdivision and upon all persons claiming under them until January 1, 2010, at which time said restrictive covenants shall be automatically extended for

successive periods of ten (10) years unless 2/3rds of the owners of said lots in said subdivision shall vote in writing in favor of a modification of said restrictive covenants in all or in part. The roadway and utility easements shall continue for the same period as the restrictive covenants.

IN WITNESS WHEREOF, the undersigned Trustee has hereby executed this Agreement in the capacity of Trustee of Windsor Place Trust One.

WINDSOR PLACE TRUST ONE

By 
Wilbur C. Windsor, Jr., Trustee

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 26th day of June, 1990, before me personally appeared Wilbur C. Windsor, Jr., to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia mo, the day and year first above written.

(Seal)

D. Gentry Head
Notary Public

My commission expires:

tai
D. Gentry Head, Notary Public
State of Missouri, Boone County
My Commission Expires 7-28-1993

Recorded
Book 214 Page 174
Cooper County Records

Adopted and Recorded October 7, 1995 by Holliday Hills
Homeowners members, Plat 1 & 2.

"Section 17(A). Pets, etc.

No livestock, poultry, animals or pets shall be raised, bred, or kept upon any Lot except for dogs, cats, or other household pets which may be kept only if they are not bred or maintained for commercial purposes and are at all times maintained under the control of the Lot owner and within the Lot. No pets shall be allowed to run loose on any portion of the Subdivision other than the owner's Lot and shall at all times be kept on a leash or similar restraint while off of the owner's Lot. No pets shall be permitted to disturb the peace of other Subdivision residents in any manner including barking, unpleasant odors, etc. which would result in an interference with the peaceful enjoyment by other Subdivision owners of the use and occupancy of their Lots."

Plat 3

DECLARATION OF BUILDING AND USAGE RESTRICTIONS
FOR LOTS 1 THROUGH 84, INCLUSIVE,
OF HOLLIDAY HILLS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, being all of the present owners of Lots numbered 1 through 84, inclusive, of HOLLIDAY HILLS SUBDIVISION according to the Plat thereof recorded in Plat Book 7 at Page 156, Records of Cooper County, Missouri, and hereby impose the following building and usage restrictions on all of the above-described platted Subdivision Lots for the purposes of preventing nuisances and establishing and maintaining a desirable tone, character, and quality for said platted Subdivision Lots for the benefit of all present and all future owners thereof.

NOW, THEREFORE, the undersigned hereby declare that the above-described platted Subdivision Lots are subject to the following covenants and restrictions which shall be binding upon, and which shall inure to the benefit of, all present and subsequent owners of any of said Lots and with said covenants and restrictions to be considered as covenants "running with the land" whether or not the same are referenced in subsequent conveyances and the same shall further be binding upon, and inure to the benefit of, all successors in title to said Lots. (Reference hereinbelow to the "Subdivision" and/or to "Lot" shall be deemed to refer to HOLLIDAY HILLS SUBDIVISION as hereinabove specifically described and to the platted and numbered Subdivision Lots of therein).

1. All of said Lots shall be used solely for single family detached residential dwelling purposes and only one single family residential dwelling shall be permitted or constructed upon any individual Lot.
2. **Architectural Control:** No dwelling or any other building, fence, wall or other structure or improvement shall be commenced, made, erected or maintained within the Subdivision or within any Lot, other than streets, roads and public improvements shown upon the Plat, and other than those for which plans and specifications shall have been approved in advance, in writing, by the Architectural Control Committee hereinafter described. Any Lot owner or builder of a dwelling, building or other improvement (including, but not limited to, exterior satellite receiver dishes (which, in any event, may not be of any construction other than black metal mesh), antennas, clotheslines, aerials and similar structures), or any part thereof, shall submit to the Architectural Control Committee hereinafter described the following:
 - A. Two (2) copies of the plans for the dwelling, building or other improvement, showing all dimensions, interior floor plans, exterior, elevations, etc. and describing the exterior appearance; and
 - B. Specifications for the dwelling or structure;
 - C. All of the above documents must be submitted to the Architectural Control Committee. If fewer than all of the documents hereinabove described are presented to the Architectural Control Committee, then the submission shall be deemed to be **INCOMPLETE**, and need not be considered by the Architectural Control Committee. The Architectural Control Committee shall not be required to act until it has received a complete submission and such documents must at least include the following:

nature and manufacturer of brick or stone and brick or stone colors), roofing material types, kinds and colors, a specific description of stone and types of stone finishes, and a very specific description of all exterior finish material;

- v. Show all interior and exterior dimensions;
- vi. Include all other data deemed necessary by the Architectural Control Committee so that the Architectural Control Committee may reasonably make a determination as to whether said building or improvement will be compatible with surrounding structures and topography, and with the existing and planned character of the Subdivision;

In addition, no exterior addition, change, or alteration of any building, fence, wall, structure, or improvement (or change in the exterior color of any building or improvement, or in the exterior finish materials of any building or improvement) located upon a Lot shall be made, commenced or maintained until two (2) copies of the plans and specifications therefor, which fulfill all of the requirements for the plans and specifications for a new structure and/or improvement as hereinabove set forth, have been provided to and have been approved, in writing, by the Architectural Control Committee, as being compatible with the site for same, and with surrounding structures, buildings and topography, and with the general character of the Subdivision and the existing structures located therein.

Two (2) copies of all plans and specifications hereinabove described shall be submitted to the Architectural Control Committee, which shall be entitled to retain one copy thereof following its approval, so as to enable the Architectural Control Committee to monitor compliance with the plans and specifications as approved by it. Determinations of the Architectural Control Committee shall be made by it, in its sole, absolute and unlimited discretion. No requirement of reasonableness on the part of the Architectural Control Committee shall be deemed to be expressed or implied. All determinations of the Architectural Control Committee shall be binding and absolute. In any event, the Architectural Control Committee shall not be required to approve any dwelling, building, fence, wall, structure or improvement or addition, change, or alteration thereto (or change in exterior colors or materials), unless the Architectural Control Committee, in its sole discretion, finds that the plans and specifications show that same would be in harmony with the location therefor, and with the site therefor, and with the surrounding structures and topography, and that same are in keeping with the general scope and character of the existing Subdivision, that the same would be of at least the same quality as then existing structures located within the Subdivision; and that the same satisfies the minimum size requirements as set forth below. In the event the Architectural Control Committee fails to approve or disapprove of any proper plans and specifications submitted to it within thirty (30) days after such proper plans and specifications have been so submitted, approval of the said Committee under this paragraph will not be required.

The Architectural Control Committee shall be composed of the following:

- A. The First Architectural Control Committee: The "First Architectural Control Committee" shall initially be composed of SAM K. HOLLIDAY, CHRIS K. HOLLIDAY, and DONALD TYREE, who shall serve for so long as any of them shall own any of the subject Lots. If any member of the First Architectural Control Committee shall, for any reason whatsoever, cease to serve as a member of such Committee, then the remaining members of the Committee shall designate his successor and shall cause notice of the same to be recorded in the Office of the Recorder of Deeds of Cooper County, Missouri.
- B. Subsequent Architectural Control Committee: At such time as none of the members of the "First Architectural Control Committee" shall own any of the subject lots, then, thereafter, the Architectural Control Committee shall be composed of three (3) persons who are owners of a Lot or of an

main or ground floor square footage requirement shall be a minimum of One Thousand Two Hundred (1,200) square feet;

- B. No two story (or multi-level) dwelling shall be permitted on any Lot unless the total living area, exclusive of open porches, patios and garages, shall be not less than One Thousand Eight Hundred (1,800) square feet with at least Nine Hundred (900) square feet on the main or ground level thereof;
 - C. No dwelling shall be permitted on any Lot unless said dwelling includes an attached and enclosed two (2) car garage;
 - D. No structure shall be located on any Lot nearer to the front line of such Lot than twenty-five (25) feet, nor located on any Lot nearer to the side street line than twelve and one-half (12-1/2) feet. No structure shall be located nearer to any interior Lot line than six (6) feet nor located nearer than twenty-five (25) feet to the rear Lot line. For the purpose of this restriction open porches and steps shall not be considered to be a part of any structure;
 - E. No multi-level (three or four level) dwelling shall be permitted on any Lot unless the total living area, exclusive of open porches, patios, and garages, shall be not less than One Thousand Eight Hundred (1,800) square feet with at least Nine Hundred (900) square feet to be located on the main or ground floor level thereof.
4. The roof pitch for all residences shall be not less than five (5) inches of vertical drop for each twelve (12) inches of roof "run" and the front (or street side) exterior finish of all residences must be composed of not less than fifty (50%) of face brick, natural stone, or stucco (or any combination thereof as may be unanimously approved, in writing, by the Architectural Control Committee). In determining the above, windows, doors and gables shall be excluded in calculating the total surface of the applicable front (or street side) exterior of the residence. In the event the owner of the residence under construction specifically requests waiver of such requirement for face brick, natural stone, or stucco as set forth above, and in the further event the Architectural Control Committee shall unanimously approve such request, in writing, this requirement may be waived.
 5. All front yards and all side and rear yards shall be seeded and mulched. All lawn areas shall be maintained in a clean and neat condition and regularly mowed and trimmed.
 6. No residence or fence shall be constructed on any Lot nearer to the front property line than twenty-five (25) feet nor shall any detached buildings or exterior dog pens or dog runs be permitted without approval of the Architectural Control Committee. Side fences shall be of wood construction and rear fences may be of either wood or chain link construction, and must be no more than six (6) feet high for any rear fence and four (4) feet high for any side fence and must be approved, in writing, by the Architectural Control Committee.
 7. No noxious or offensive activities shall be carried on upon any Lot nor shall anything be done or permitted thereon which may be or become an annoyance or nuisance to other residents of the Subdivision.
 8. No livestock, poultry, animals or pets shall be raised, bred, or kept upon any Lot except for dogs, cats, or other household pets which may be kept only if they are not bred or maintained for commercial purposes and are at all times maintained under the control of the Lot owner and within the Lot. No pets shall be allowed to run loose on any portion of the Subdivision other than the owner's Lot and shall at all times be kept on a leash or similar restraint while off of the owner's Lot. No pets shall be permitted to disturb the peace of other Subdivision residents in any manner including barking, unpleasant odors, etc. which would result in an interference with the peaceful enjoyment by other Subdivision owners of the use

- street property lines and a line connecting the same at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitation shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway and no trees shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.
12. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and, within such easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility lines.
 13. No signs of any kind shall be displayed for public view on any Lot except three (3) signs of no more than five (5) square feet advertising the property for sale provided, however, this restriction shall not apply to the developers during the development phase of Subdivision nor shall the same apply to signage indicating entryways to Subdivision or indicating the name of Subdivision.
 14. A Homeowners Association to be known as HOLLIDAY HILLS SUBDIVISION HOMEOWNERS ASSOCIATION shall be maintained through a not-for-profit corporation to be formed under the laws of the State of Missouri. Said Homeowners Association is referred to hereinafter as "Association". Association shall have the powers set out in paragraph 17 hereinbelow, and to perform all other provisions of this declaration. Modification, amendment or revocation of the Articles or By-Laws of Association and/or the provisions herewith with respect to Association and all elections and decisions with respect thereto shall be made by vote of the owners of all Lots in the entire said HOLLIDAY HILLS SUBDIVISION. Each owner of a Lot subject to these covenants shall be a member of Association. The membership appurtenant to any Lot shall not be separated from actual ownership of the Lot.
 15. Association shall be governed by a Board of Directors, which shall consist of three (3) Directors appointed by the Subdivision Developers until such time that the Subdivision Developers no longer own any of the Lots in said HOLLIDAY HILLS SUBDIVISION or until the Subdivision Developers shall arrange for an election of Directors. Thereafter, Directors shall be elected by majority vote of the members of the Association who shall be entitled to one vote for each Lot owned. When more than one person holds an ownership interest in any Lot, all such persons shall be members and shall have one vote per Lot which shall be exercisable as the owners of the Lot may determine but in no event shall more than one vote be cast with respect to any individual Lot. The initial Board of Directors shall have one Director serving a three (3) year term, one Director serving a two (2) year term, and one Director serving a one (1) year term. Each year one new Director shall be elected so as to maintain a total membership on the Board of three (3). The election of Directors and the conduct of all affairs of the Association shall be in accordance with the Articles of Incorporation and the By-Laws established by the Directors of the Association, insofar as such By-Laws do not conflict with the provisions of this Declaration. In case of conflict the provisions of this Declaration shall control. After the Subdivision Developers no longer own any of the Lots in said HOLLIDAY HILLS SUBDIVISION subject to this Declaration, the members of the Association shall have the right by majority vote to modify, amend or revoke any decision of the Board of Directors of the Association.
 16. Each subsequent owner of a Lot (whether by acceptance of a Deed, Contract for Deed, or any other form of conveyance therefor) and whether or not it shall be so expressed in any deed, contract or other conveyance, shall be deemed to covenant and agree to pay to Association annual assessments and/or special assessments to be fixed, established, and collected from time to time as

- A. Snow removal from Subdivision interior roads;
 - B. Maintaining, repairing and/or replacing Subdivision interior roads;
 - C. Mowing, trimming, cultivating and fertilizing, as deemed necessary by Association, any entryways and/or road sides within or adjacent to the Subdivision;
 - D. To erect, install, maintain, repair, replace and remove signs indicating entrances to HOLLIDAY HILLS SUBDIVISION and/or designating said Subdivision.
 - E. To pay any taxes and/or assessments levied upon the easement areas by any governmental agency.
 - F. To enforce and pay for the expense of enforcing the provisions of this Declaration including attorney fees and court costs.
18. The assessments of Association shall be assessed equally against each Lot which is subject to assessment as provided herein. Association is herein (and as specifically designated in paragraph 16 hereinabove). Association is herein empowered to make and collect during each year from the owner(s) of each Lot an assessment in a sum sufficient for the above-stated purposes, along with a reasonable balance for the purpose maintaining a reserve for unanticipated expenses. Special assessments shall be made and collected by the Association as may be required for the purposes as set forth in this Declaration.
19. If any assessment is not paid by its due date, then such assessment shall become delinquent and shall, together with interest and costs of collection, become a continuing lien, if recorded in the Office of the Cooper County Recorder of Deeds, on the subject Lot which shall bind such property in the hands of the owner, and said owner's heirs, devisees, personal representatives, successors and assigns. Association may file a notice of lien with the Cooper County Recorder of Deeds for delinquent assessments (and must do so to create a lien on any Lot). The personal obligation of the then Lot owner(s) to pay such assessment, however, shall remain a personal obligation and shall also pass to, and become the personal obligation of said owner's successors in title to the Lot.
20. If any assessment is not paid when due, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against any owner personally obligated to pay the same and/or may bring an action to foreclose any lien against the property, or both, and there shall be added to the amount of such assessment and interest, reasonable attorney fees and costs incurred in such collection. No owner may waive or otherwise escape liability for the assessment provided for herein by claimed nonbenefit or nonuser of benefits for which the assessment is imposed.
21. The lien of any assessment provided for herein shall be subordinate to the lien of any Deed of Trust now or hereafter placed upon any Lot subject to assessment; provided, however, such subordination shall apply only to assessments which have become due and payable prior to the date of sale or transfer of such property pursuant to a foreclosure, or any legal proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any such assessment thereafter becoming due, nor from the lien of any subsequent assessment. Any such sale or transfer shall not relieve the personal obligation of the property owner for any assessment becoming due and payable during the time such property owner owned the Lot.
22. The undersigned, and any subsequent record owners of any of the Subdivision Lots in HOLLIDAY HILLS SUBDIVISION which are subject to these covenants and restrictions shall have the right to enforce any of the above covenants and restrictions. Failure to attempt any such enforcement shall not be considered to

Filed for record on 5/5, 19 94 at 2:22 o'clock P.M. in Cooper County, MO.
Document No. 01272 recorded in Book 259 Page 081, JAMMEY BRANDES, Recorder of Deeds.
J. Brandes, Deputy

FIRST ADDENDUM TO
DECLARATION OF BUILDING AND USAGE RESTRICTIONS
FOR LOTS 18 THROUGH 84, INCLUSIVE,
OF HOLLIDAY HILLS SUBDIVISION, PLAT 3,
AS RECORDED IN PLAT BOOK 7 AT PAGE 156,
RECORDS OF COOPER COUNTY, MISSOURI

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, being all of the present owners of Lots numbered 18 through 84, inclusive, of PLAT 3 of HOLLIDAY HILLS SUBDIVISION according to the Plat thereof recorded in Plat Book 7 at Page 156, Records of Cooper County, Missouri, hereby make and impose the following declarations and covenants on the above-described platted Subdivision Lots for the purposes of providing for a sewer system in accordance with Missouri Department of Natural Resources Guidelines, and with it being the intention of the undersigned that the same shall constitute an addendum to, and become a part of, DECLARATION OF BUILDING AND USAGE RESTRICTIONS (as applicable to the subject Lots) heretofore recorded in Book 257 at Page 14, Records of Cooper County, Missouri.

NOW, THEREFORE, the undersigned hereby declare that Lots numbered 18 through 84, inclusive, of PLAT 3 of HOLLIDAY HILLS SUBDIVISION as shown by the Plat recorded in Plat Book 7 at Page 156, Records of Cooper County, Missouri, be subject to the following declarations and covenants, and the same shall be considered as covenants "running with the land" whether or not the same are referenced in subsequent conveyances and the same shall further be binding upon, and shall inure to the benefit of, all successors in title to said Lots. For purposes of definition, the following shall apply:

- A. "Association" shall mean and refer to Holliday Hills Subdivision Homeowners Association, Inc., a Missouri Not-for-Profit Corporation, chartered under Chapter 355 of the Missouri Statutes.
- B. "Lot" shall mean and refer to any individual Lot of the above-specified Subdivision Lots which are subject to this Addendum.
- C. "Owner" shall mean and refer to the record owner of title, whether one or more persons or entities, of any Lot subject to this Addendum, but shall not refer to any mortgagee or Deed of Trust holder unless and until title may be acquired pursuant to foreclosure. "Owner" shall be further construed to mean any purchaser in possession under a Contract for Deed.
- D. "Sewer System" shall mean and refer to the sewage and wastewater disposal system and all sewer lines, pipes, fittings, valves, motors, tanks, pumps, and other necessary components of the system.
- E. "Commission" shall mean the Clean Water Commission of the State of Missouri and the Missouri Department of Natural Resources, and their successors as may be created by law from time to time hereafter.

collection as specified hereinbelow, shall become a charge on each specific Lot, and shall be a continuing lien thereon following assessment therefor, and shall further be the personal obligation of the owner of the subject property at the time payment of such assessment/charge is due.

2. Purposes of assessments: The annual assessments/charges hereunder shall be used for the purpose of constructing, operating, maintaining, repairing, replacing, and improving the sewer system, and all related testing and regulatory procedures and including all necessary incidental costs, fees, and charges reasonably necessary therefor. No other use of such assessments/charges, except as specifically provided above or reasonably incident thereto, shall be made.

3. Basis and collection of assessment: The Association is hereby empowered to make and collect during each year from each owner of a Lot an assessment in a sum sufficient for the normal operation, repair maintenance, and improvement of the sewer system, along with a reasonable balance for the purpose of unanticipated repairs which must be made before a special assessment shall be made and collected. In the event the sums derived from the annual assessments are inadequate to pay the expenses of construction, operation, maintenance, repair, replacement, or improvement of the sewer system, and all incidental costs and charges thereto, the Association may levy and collect additional special assessments for such purposes from time to time, as determined by the Board of Directors.

4. Date of commencement of annual assessment: Assessments shall be established by the Board of Directors of Association and shall be collected in the same manner and with all of the rights with respect thereto as specified by said DECLARATION OF BUILDING AND USAGE RESTRICTIONS and, without limitation by reason of enumeration, paragraph 17 thereof shall be modified by adding as subparagraph G thereof the following:

"G. To construct, maintain, operate, repair, replace, improve, and regulate the sewer system with respect to Lots 18 through 84, inclusive. "

5. Rights, powers, and duties of the Association: The Association shall have the following rights, powers, and duties in regard to the sewer system:

A. The Association shall construct, maintain, operate, repair, replace, improve, and regulate the use of the sewer system and the Association shall comply with all requirements and duties imposed by the Missouri Clean Water Law, Chapter 644, RSMo., and all standards, rules, and regulations adopted pursuant thereto, and permits and orders issued thereunder, and all other provisions of law, federal state, and local, as such may exist from time to time.

B. The Association shall provide to all Lot owners of the above-described Lots the right and advantage of connection with such sewer system for the collection, treatment, and disposal of sewage and wastewater, subject, however, to the conditions hereinafter provided, and subject to such other reasonable rules and regulations as may be prescribed by the Association, provided, however, such rules and regulations shall be uniform in application to all owners of Lots of the same classification.

C. The Association may acquire for addition to the sewer system any sewage treatment facilities, properties, and improvements of the type described in this Declaration which are located outside the properties described above, and may permit any property and improvements located outside the property described above to be connected to the sewer system, provided that all such assets which are acquired for addition to the sewer system and all such property and improvements which are permitted to be connected to the sewer system shall be made subject to all the terms,

- E. The Association is empowered to contract with any other person, firm, or governmental or other entity for the performance of all or any part of the sewage treatment services, or construction, repair, and improvement of the sewer system, provided that the cost of any such contract shall be paid by the Association in the same manner as all other costs and expenses incurred by the Association in operating and maintaining the sewer system.
- F. The Board of Directors may adopt, prescribe, and enforce reasonable rules and regulations with respect to the use of the sewer system. Any such rules and regulations shall not conflict with the Missouri Clean Water Law and regulations promulgated pursuant thereto.
- G. The Board of Directors shall be authorized from time to time to employ such agents, servants, and employees as they may determine necessary, and may employ counsel to prosecute or defend suits or actions for or against them concerning the sewer system and the operation thereof.
- H. The Board of Directors shall be authorized to contract for and obtain such policies of insurance and surety bonds as it may deem necessary or appropriate concerning construction, maintenance, operation, repair, replacement, and improvement of the sewer system.
- I. The Board of Directions shall be authorized to establish a perpetual easement in gross for ingress and egress in order to perform its obligations and duties as required by these by-laws. Should it be necessary to enter a Lot to repair a common element or sewer component, agents and workmen shall be entitled to entrance by exhibiting to the Lot owner an order from the Board of Directors.

6. Connection to the sewer system: All homes and other structures requiring sewage or wastewater disposal facilities shall be connected to the sewer system, and no such home or structure may be occupied unless so connected to the sewer system. No septic tank, cesspool, outhouse, or other means of disposal of sewage on an individual Lot may be used in Holliday Hills Subdivision, Plat 3.

7. Duty to maintain, repair, and improve: If the sewer system shall at any time require maintenance, repair, improvement, or replacement, it shall be the duty of the Association to cause the same to be done, and the Association shall have the power to contract for the same and to determine the terms of the contract. The Association shall pay for the costs thereof from the annual and/or special assessments made hereunder. The Association shall also be empowered to borrow money and to pledge the assets of the Association as security therefor, in order to make payment for such costs.

8. Enforcement: Enforcement of the above covenants relating to the sewer system shall include all of the enforcement provisions as set forth in said DECLARATION OF BUILDING AND USAGE RESTRICTIONS as recorded in Book 257 at Page 14, Records of Cooper County, Missouri, and, further, the Association retains the right of disconnection for failure to make payment of any required assessment/charge with respect thereto, and further, in addition to the above, the covenants herein may be enforced in a proceeding in equity by the Missouri Clean Water Commission and/or the Missouri Department of Natural Resources, and in addition to all other remedies, each Lot owner agrees to be responsible for all costs of any such enforcement proceeding including a reasonable attorney's fee as may be incurred in enforcing the terms of this Addendum.

9. Right of Entry: Association, and its agents, employees, and assigns, hereby reserves the right to enter upon any Lot at any reasonable time for the purpose of inspection, maintenance, installation, replacement and/or repair of the sewer system, or for the purpose of inspecting for possible violations of the provisions of these

