



THIS DOCUMENT WAS ERECORDED

DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
RELATED TO  
LAKESIDE AT THE OAKS SUBDIVISION

THIS DECLARATION is made as of the 19<sup>th</sup> day of December, 2022, by **Oaks-MCC Development, LLC**, a Missouri limited liability company (the "Declarant") ("**Grantor**" and "**Grantee**" for recording purposes).

RECITALS

A. The Declarant owns that certain tract of land located in Audrain County, Missouri more particularly described on **Exhibit A**, attached and incorporated by this reference (the "Property"). The Property consists of all of the land shown on the subdivision plat entitled "Lakeside at The Oaks, Plat 1" attached as **Exhibit B** hereto and recorded among the records of Audrain County, Missouri at Instrument 2022P000002 (the "Plat").

B. The Declarant desires to subject the Property, and the lots shown in the Plat (the "Lots"), to the covenants, conditions and restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots. All of said Lots shall be subject to the covenants, conditions, restrictions and easements specified herein, which shall run with the land, and shall be binding upon every owner of the Lots in said subdivision in the same manner as if said restrictions were set out in full in each contract and conveyance of or concerning any Lot or any part thereof.

C. The Declarant declares that the Property is subject to The Oaks Planned Unit Development ("PUD") Ordinance, enacted by the City of Mexico, Missouri, as Ordinance Number 4486, dated September 27, 2021, including the perpetual easements granted to the City of Mexico, Missouri, for the construction and maintenance of utilities by the City of Mexico and appropriate utility companies.

Now, Therefore, The Declarant hereby declares that the Property shall be held, sold, conveyed, and occupied subject to the Covenants, Conditions, Restrictions, and Easements set forth below.

**ARTICLE I  
DEFINITIONS**

“PUD” means The Oaks Planned Unit Development Ordinance, enacted by the City of Mexico, Missouri, as Ordinance Number 4486, dated September 27, 2021, and the easement rights granted by Oak Tree Club, LLC, to the City of Mexico, Missouri, and other appropriate utility companies.

"Property" means all of the land described at Exhibit A hereto and delineated at Exhibit B hereto and such additional land as may be subjected to this Declaration under the provisions of Article II below.

"Declarant" means **Oaks-MCC Development, LLC** and any successor or assign thereof to whom it shall convey or otherwise transfer all or any parts of the rights, title and interest in the Property then owned by it, and/or to whom it shall expressly transfer and assign all of its right, title and interest under this Declaration, or any amendment or modification of this Declaration.

*“Lot” means a portion of the Property designated as a Lot on the Plat.*

“Villa Lots” means those Lots numbered 101A through 111B on the Plat.

“Custom Lots” means those Lots numbered 112 through 121 on the Plat.

“Common Area” means those parts of the Property so delineated on the Plat.

"Owner" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple title to a Lot in the Property, as the Lot is now or may from time to time hereafter be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner. The term "Owner," shall not mean any contract purchaser, nor shall it include any mortgagee, the holder of any Deed of Trust or other person or legal entity holding an interest in a Lot as security for the performance of an obligation, except that "Owner" shall be deemed to include lessors, whether or not such persons occupy any portion of the Property.

“Association” means the corporation formed pursuant to Article III, Section 2 below.

“Committee” means the Architectural Control Committee as described in Article III, Section 3 below.

**ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION  
AND ADDITIONS THERETO**

**SECTION 1**

All of the Property shall be transferred, held, sold, conveyed and occupied subject to this Declaration whether or not the Deed conveying the Lot shall so state.

## SECTION 2

Additional lands may be subjected to this Declaration in the following manner:

(a) The Declarant, its successors and assigns, shall have the right, for a period of ten (10) years from the date of this Declaration, to bring additional parcels of land within the operation and effect of this Declaration. The additions authorized under this Section 2(a) shall be made by recording among the records of Audrain County, Missouri a supplement to this Declaration, which need be executed only by the Declarant and the owner of such additional land if the Declarant is not the owner thereof, which shall describe the additional land and state that it is subject to this Declaration. The additions authorized by this Section 2(a) shall not require the approval of the Owners. Any such supplement to this Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions as they apply to the additional land as may be necessary to reflect the different character, if any, of the additional land. In no event, however, shall the supplement to this Declaration revoke, modify or add to the covenants, conditions and restrictions established by this Declaration insofar as they pertain to the Property as the same exists prior to the supplement without the approval of two-thirds (2/3rds) of the then Owners.

(b) At such time as the Declarant no longer has an ownership interest in any Lot, then upon the written approval of the two-thirds (2/3rds) of the Owners, the owner of any land who desires to subject it to the operation and effect of this Declaration may do so by recording among the records of Audrain County, Missouri a supplement to this Declaration describing the additional land and stating that it is subject to this Declaration. Any such supplement to this Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the additional land, provided they are not inconsistent with this Declaration. In no event, however, shall the supplement to this Declaration revoke, modify or add to the covenants, conditions and restrictions established by this Declaration insofar as they pertain to the Property as the same exists prior to the supplement.

No Lots as designated on the Plat may be further subdivided without the prior written consent of the Declarant.

## ARTICLE III COVENANTS, CONDITIONS, AND RESTRICTIONS

The covenants, conditions, restrictions and easements set forth in this Declaration, are imposed upon the Lots for the benefit of the Declarant and the Owners, and their respective legal representatives, heirs, successors and assigns, and may be enforced by any or all of them as against any party hereto.

### SECTION 1 USE OF PROPERTY

The Lots and any building or structure now or hereafter erected on a Lot shall be occupied and used for single-family residential purposes only, and no building shall be erected, altered, placed or permitted to remain on any Lot other than as described further herein, except that real estate sales, management and construction offices may be erected, maintained and operated on any Lot or in any structure now or hereafter erected on any Lot provided the offices are used solely in connection with the development of the Property or the construction of improvements on the Property. "Single-family residential purposes" shall mean a attached or detached buildings, intended and designed for occupancy by one family and used solely as a dwelling for one family; boarders and roomers not to be construed as part of the "family."

The Declarant may combine two Villa Lots to accommodate the construction of a single family dwelling, but no Custom Lot may be divided to accommodate a twin-home, duplex or villa.

Notwithstanding the foregoing, activities on or from Lots and the improvements thereon which produce revenue shall not be deemed a violation of "residential purposes" provided that such activity does not exhibit an open or notorious commercial business operation. Prohibited "open or notorious commercial business" activity includes, but is not limited to, the following: (i) the parking of employee or agent vehicles on a Lot or in front of Lot on a regular basis; (ii) the parking at any time on a Lot or in front of a Lot vehicles displaying a business or Declarant name, logo or insignia (except for businesses or persons performing services or supplying materials to the Owner or residents); (iii) the storage of materials and supplies related to the business of the Owner or a resident thereon in a manner which is visible to persons using adjacent Lots or the roads; (iv) any business enterprise in which customers or clients frequent the Lot for the purpose of conducting business; (v) the maintenance of an office on the Lot at which more than one person is employed and who performs duties on the Lot (except that this restriction shall not apply to housekeepers, babysitters, nannies, maid services, gardeners, or grounds maintenance persons employed by the Owner or *a resident to perform services only for such Owner or resident or their family residing on the Lot*); any other commercial activity including mining, drilling, or excavating. A garage sale, sample sale, or similar activity open to the general public may be conducted only with the prior approval of the Committee.

## SECTION 2 ASSOCIATION AND MONTHLY DUES

(a) The Declarant shall, not later than February 1, 2023, cause to be incorporated a non-profit corporation under the laws of the State of Missouri to be known as **Lakeside at The Oaks Homeowners Association** with the right, duty, and authority to own, control, operate, maintain, and repair the Common Areas, along with any other area annexed in the future, and to use the same for such purposes as the Association shall deem appropriate. Each Owner shall be a member of the association entitled to a single vote for each Lot owned.

(b) The Association shall be governed by a Board of Directors which shall consist of five (5) Directors. The initial Board shall have one Director with a three year term, two Directors with two year terms, and two Director with a one-year term. All subsequent Directors shall serve a three year term. The Board shall be appointed by the Declarant until such time that Declarant has conveyed title to all of the Lots. Thereafter, the Board shall be comprised of: (i) two (2) Directors appointed by the President of the Board of Directors for The Oaks Club, with such Directors also being members of the board of directors for The Oaks Club; (ii) two (2) Directors who are Owners and members of the Association, in good standing; and (iii) one (1) Director who is both an Owner and member of the Association, in good standing, and a member of the board of directors for The Oaks Club. In the event there are no members of the board of directors for The Oaks Club who is an Owner and member of the Association, in good standing, then the president of the Association's Board of Directors and the president of the board of directors for The Oaks Club shall meet and select a mutually agreeable person to be the Director, with such person being a member of The Oaks Club and an Owner.

(c) The Association shall be governed by By-Laws established by the Directors insofar as they do not conflict with the terms of this Declaration. The By-Laws, once established, may be amended from time to time by the Directors until such time that Declarant has conveyed title to all of the Lots. Thereafter, *the By-Laws may be amended from time to time by a majority vote of the Association.*

(d) The Board shall set a budget sufficient to perform the duties and exercise the authority contemplated herein, and shall assess monthly dues to all Owners sufficient to meet that budget. All Owners, by acceptance of title to a Lot, shall be deemed to covenant and agree to pay the monthly dues established by the Board. Any unpaid monthly dues, together with interest thereon as set forth below, and any reasonable costs of collection, shall be a lien upon the Lot with respect to which the dues are assessed and shall also be a personal obligation of the Owner of the Lot at the time of the assessment was made.

(i) All monthly dues collected shall be used to perform the duties and exercise the authority contemplated herein, including all costs necessary to operate, maintain, repair, alter, and improve all common areas, install and maintain any signage, equipment, lighting, landscaping, roadways and paths, for mowing, mulching, trimming, and maintenance of any landscaping, shrubbery, and grassy grounds, for snow removal, and pay any taxes and insurance, as well as other costs deemed reasonable and appropriate by the Board. Dues will also include a social membership to The Oaks Club.

(ii) Initial monthly dues will be established for Villa Lots at \$150.00 per Lot and for Custom Single Family Home Lots at \$225.00 per Lot. Each of the previous dues amounts will be billed to the lot owner at the rate of 50% from the time of closing until occupancy. These amounts may be amended from time to time by the Board to meet the needs established in the budget as well as other contingency, emergency, or extraordinary needs reasonably necessary to perform the duties and exercise the authority contemplated in this Declaration. Dues paid by each Owner will include the appropriate fee for a social membership in The Oaks Club, at the discounted rate of 66% of the current social membership fee adopted by the board of directors of The Oaks Club for any given year. Any lot owner holding a current full golf membership to The Oaks Club will receive a credit in the amount adjudicated by the Board to be that portion of the dues attributable to a social membership.

(iii) Dues shall be due and payable by the 10<sup>th</sup> day of any month following the receipt of an invoice from The Oaks Club. Any dues assessed and not paid within five (5) days of the due date shall be deemed delinquent and shall, together with interest at five percent (5%) per annum and reasonable costs of collection become a continuing lien on the Lot which shall bind the Owner and their heirs and assigns. The Board may file a notice of lien with the Audrain County Recorder of Deeds for delinquent assessments.

(e) The Association, acting through the Board, shall have the authority to erect, install, maintain, and repair improvements including without limitation utility lines, lighting, irrigation, landscaping, signs, fencing, and structures on Common Areas, and to prescribe and enforce rules and restrictions with respect to the use of the Common Areas.

### SECTION 3 ARCHITECTURAL REVIEW

(a) No building, fence, privacy enclosure wall, retaining wall, driveway, sign, hot tub/spa, green house, gazebo or structure of any kind (collectively called "Structures"), whether temporary or permanent in nature, shall be commenced, erected or maintained on a Lot, nor shall any addition to or change or alteration (including alterations in exterior color or design) be made, until the plans and specifications showing the nature, kind, shape, height, materials, color, location and approximate cost of the Structure, addition or alteration shall have been submitted to and approved in writing by the Committee. The Committee shall consider applications for approval of plans, specifications, etc., upon the basis of conformity with this Declaration and shall be guided by the extent to which the proposed Structure, addition

or alteration will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing Structures; choice of colors, changes in topography, grade elevations and/or drainage; factors of public health and safety; the affect of the proposed Structure, addition or alteration on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure, addition or alteration taking into account the general aesthetic values of the surrounding area; it being understood that the Committee may take into consideration the preservation of trees and green space on the Lot in determining whether to grant or deny approval. The Structures must be constructed in accordance with such approved plans. The Committee has the right to view the improvements as they are constructed to make sure that the construction takes place in accordance with the plan.

(b) The Committee shall be composed of three individuals and its initial members shall be **Ron Stuart, Larry Webber, and Walter Iman**. In the event of the death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor or successors. At any time after the earlier of (i) ten (10) years, or (ii) the date which is one calendar year from the date neither the Developer nor either of the initial members of the Committee own a Lot, or (iii) upon the death and/or resignation of all of the initial members of the Committee, a majority of the Owners voting in person as described in Subsection (c) below may elect three (3) new members, each to serve a term of two years and an instrument describing such act shall be duly recorded in the office of the Audrain County Recorder. Other than the initial members of the Committee, the Committee must always have at least one member who is an Owner of a Villa Lot and one member who is an Owner of a Custom Lot. The rights of any Owner, including the right to serve as a member of the Committee, may be suspended by a majority of the Committee if the Owner, his or her family, tenants, or guests of any of them, shall then be in violation of this Declaration.

(c) For purposes of selecting members of the Committee as described above, each Owner shall be entitled to one (1) vote for each Lot owned by them. If an owner has combined two lots for the building of one home, that owner shall be entitled to one (1) vote. Any Owner shall be entitled to call a meeting of the Owners for the purpose of electing members of the Committee, by written notice sent to all the Owners at their last known addresses not less than ten (10) days nor more than forty (40) days prior to the time of the meeting. The notice shall designate the time and place of the meeting, which shall be held in Audrain County and at a reasonable time. At any meeting called for such purpose, the presence at the meeting of Owners entitled to cast fifty (50%) percent of the votes based on the number of Lots shall constitute a quorum. If a quorum is not present, those Owners present may adjourn the meeting to another date within sixty (60) days of the first meeting. At such subsequent meeting, the required quorum will be only one-half (½) of the number of Owners required at the first meeting.

(d) The Committee's approval or disapproval, as required by this Section shall be in writing. The decision of a majority of the members of the Committee shall be the decision of the Committee. Two (2) members of the Committee shall constitute a quorum for voting purposes. In the event that the Committee or its designated representative fails to approve or disapprove within forty-five (45) days after plans and specifications have been submitted to it (or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof), approval will not be required and the requirements of this Section will be deemed to have been waived. The waiver of the requirements of this Section at any given time shall not constitute a waiver of such requirements in future instances.

(e) The approval of the Committee or of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

(f) The Committee may authorize variances from compliance with any of the provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall be effective unless in writing, or stop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not generally be considered a hardship warranting a variance.

(g) Neither the members of the Committee nor their designated representatives shall be entitled to any compensation for any of the services performed pursuant to this covenant, nor shall any of the purchasers of the lots or their successors in interest have any recourse against the Declarant or the Committee as a result of their alleged failure to enforce compliance with these restrictions.

#### SECTION 4 CASUALTY DESTRUCTION TO IMPROVEMENTS

In the event that a Structure or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time (not to exceed one year) after such incident the Owner thereof shall either commence to rebuild or repair the damaged Structure or improvement and diligently continue such rebuilding or repairing until completion or properly clear the damaged Structure or improvement and restore or repair the dwelling in a manner aesthetically satisfactory to the Committee. As to any such reconstruction of a destroyed Structure or improvement, the same shall only be replaced with Structures or improvements as are approved by the Committee as provided in Section 2 of this Article III.

#### SECTION 5 RESTRICTIONS

(a) No Structure shall be erected, placed, altered, or permitted to remain on any Lot nearer to any street than the minimum building setback lines set forth on the Plat or as then set forth by the building codes and/or other ordinances of Mexico, Missouri. Where two adjacent Structures are located on Lots fronting on a street and are set back different distances from the street, no fence or wall between them (other than necessary retaining walls) shall be closer to the street than the front corner of the Structure most distant from the street. No Structure shall be erected, placed, altered, or permitted to remain on any Lot nearer to any side or back property line than set forth on the Plat or as then set forth by the building codes and/or other ordinances of Mexico, Missouri.

(b) No dwelling or other Structure shall exceed one and a half (1.5) levels above ground. The minimum square footage of a one-story dwelling shall be 1,750 square feet of finished living area above grade. The minimum square footage of a one and one-half story dwelling shall be at 1,400 square feet of finished living area on the main floor and at least 1,900 square feet of total finished living area. Villas shall consist of at least 1,500 square feet of finished living area for a one story villa. The minimum square footage for a one and one-half story villa shall be at least 1,200 square feet on the main floor and at least 1,700 square feet of total finished living area. All homes shall have a minimum wall height of no less than

nine feet (9'). The term "finished living area" shall be exclusive of and shall not include basement area, open porches, patios, and garages.

- (c) Each residential improvement shall have a private attached two or three vehicle garage.
- (d) No prefabricated, modular, mobile, earth contact or A-frame dwelling shall be allowed on any Lot.
- (e) No roof vents of any type, nature or style on the dwelling shall be facing or exposed to the street.
- (f) The surface of all sides of any Structures shall be at least 75% brick, brick veneer, natural stone, stone veneer, stucco, Dry-vit or similar materials. For corner lots, any side of a Structure which faces a street shall have the same surface requirements. The exterior siding and soffits not facing a street shall be maintenance free, such as brick, brick veneer, natural stone, stone veneer, stucco, Dryvit, or similar materials. Vinyl siding shall not be used. All of the items in this Section 5(f) are subject to the final review of the Architectural Control Committee.
- (g) No concrete block may be used for retaining walls or foundations; except that this restriction shall not include decorative landscaping blocks such as Versa-Lok. Foundations must be continuous and of poured concrete or equivalent product and no such foundations shall be exposed except to the extent approved by the Committee. In the event that the Committee does approve any exposed area of concrete foundations, the same must be of decorative finish so as to preserve the aesthetic objectives of these restrictions. Examples of decorative finish include brushed concrete, stamped concrete, dryvit or similar finish.
- (h) *All roofs of any Structures on Villa Lots must have a minimum pitch of 4:12 for single family homes and 6:12 for attached Villas and may be made of architectural shingles (four tab), slate, or tile. Metal roofs and rolled roofing shall not be allowed on any Structures on any Lot. Solar panels may be installed only on the back side of any Structures. Finished, main level interior floor height for dwellings and above ground garages must be at least 18" above street grade on any lot.*
- (i) Swimming pools, tennis courts, or other sports courts are not allowed to be constructed or installed on any Lot.
- (j) Any Structures on the Lot must be completed within twelve (12) months from the date on which the concrete for the foundation or basement has been placed. No Structure will be permitted on any Lot unless it includes a driveway leading from a public street of sufficient width that two vehicles may be parked on the driveway side-by-side. The driveway on the Lot must be completed within the same twelve (12) month period as the Structure. All driveways serving the Lot must be made of poured concrete or brick. All initial landscaping shall be completed within twelve (12) months from the date of substantial completion of the dwelling on the Lot. All Owners are required to install irrigation/sprinkler systems to their specific Lot before the construction of any Structures on the Lot is completed, as approved by the Developer and/or the Association, with such irrigation line(s) to tie into a common irrigation service line constructed and installed by the Developer. No trees or shrubs shall be located on any Lot which block the view of operators of motor vehicles so as to create a traffic hazard.
- (k) *No Owners shall impede the flow of, or divert any stream, lake, or other body of water on any part of the Property without the prior written consent of the Committee.*



(l) No trees shall be removed from any lot without prior consent of the Committee except where necessary for construction, drainage or removal of dead or dying trees. No garden shall be permitted on a residential lot except as permitted by the Committee. All portions of the yard areas shall be sodded to the front and sides, but may be seeded from the rear lot line of the dwelling, which shall be completed within two (2) months of completion of construction of the dwelling, and the yard shall be maintained by the Association. In addition, the front of each lot must include at least two (2) trees of a size and species approved by the Committee. Shrubs and other plantings may be added and maintained as approved by the Committee.

(m) Any trees, excess soil or other debris collected from the individual lots must be removed from the Property within two (2) months after completion of construction of the subject house. All boulders which are accumulated as a result of digging out basements are to be removed from the Property within two (2) months after construction of the subject house has been completed. These are to be removed at the homeowner's expense. No trees, boulders or debris are to be placed on any lot other than the individual lot currently being built upon.

(n) No fences shall be allowed in front of the rear line of the dwelling on the Lot. Any fencing of the rear line of the dwelling shall be of the common fence style approved by the Architectural Control Committee. The Committee shall reserve the right to assess additional maintenance charges to lots where homeowners have installed fencing.

(o) No external buildings or structures may be constructed in or upon the Common Areas.

(p) No animals, livestock or poultry of any kind shall be raised, kept, or maintained on any Lot except that a reasonable number of customary household pets shall be permitted. No animals or birds of any kind shall be kept on the premises for commercial purposes and domestic pets as permitted in this paragraph shall be kept within the dwelling upon the Lot of their owner. No dog houses shall be erected. No more than a total of two (2) dogs or cats shall be kept on any Lot, and such animals shall not be of a vicious breed.

(q) No open fires shall be permitted on any Lot except for fires in outdoor grills used for the preparation of food or except for fireplaces or fire pits on a patio or deck as approved by the Committee. No recreational or play structures of any kind, including swing sets, basketball goals, or trampolines, may be placed or kept on any Lot.

(r) No nuisance shall be maintained, allowed or permitted on any part of the Property or any Lot, and no use of any portion of the Property or any Lot shall be permitted which may be noxious or detrimental to health. Rubbish, trash, garbage or other waste or materials being disposed of must be placed or contained in one or more trash cans or containers, which must be stored within the garage of the dwelling with the exception of trash pick-up days.

(s) Each Lot and the Structures on the Lot shall be kept in good order and repair and free of debris; regular care and maintenance of lawns, shrubbery, irrigation systems, and snow removal shall be conducted by the Association. Any exterior surfaces requiring paint shall be painted by the Owner and any concrete surfaces (driveways, patios, etc.) will be maintained by the Owners in a manner and with such frequency as is consistent with good property management. In the event the Owner of a Lot shall fail to maintain the buildings and other improvements on the Lot as provided in this Declaration, the Declarant or the Committee, after notice to the offending Owner, shall have the right to enter upon the Lot to perform

such work as is reasonably required to restore the Structures and other improvements thereon to a condition of good order and repair. All costs incurred by the Declarant or the Committee in connection with the maintenance and restoration shall be reimbursed to the Declarant or the Committee performing the work by the Owner of the Lot, upon demand. All unreimbursed costs shall be a lien upon the Lot until reimbursement is made.

(t) No Structure, other than a dwelling approved by the Committee, shall be used at any time as a residence, either temporarily or permanently. No boats, trailers, campers, mobile homes, recreational vehicles, or trucks exceeding one ton shall be regularly parked or stored on any street, or on any Lot except in a garage. No commercial vehicles shall be parked on any street or Lot longer than is reasonably necessary for the driver of the vehicle to perform the business functions to which the commercial vehicle relates. No structure of a temporary character (i.e., shed, tent, shack, locker, trailer, outbuilding) shall be permitted on any Lot except to the extent such is used in conjunction with normal construction and development on any part of the Lot. No Owner or any guests of an Owner shall park on the streets overnight. All vehicles must be parked either in the garage of the dwelling or in the driveway of the dwelling. Guests of an Owner may park in driveways or in designated guest parking spaces, which are available on a first come/first serve basis.

(u) No boats, trailers, campers, mobile homes, recreational vehicles, unlicensed motor vehicles and vehicle trailers, or trucks (exceeding one ton) shall be stored on any Lot unless it is maintained in an enclosed garage. No partially-dismantled, non-operating, wrecked, junked or discarded vehicle or equipment of any kind shall be permitted to remain on a Lot for any period of time unless it is kept in an enclosed garage.

(v) No advertising or display signs of any character shall be placed or maintained on any part of the Property or on any Structure except with the written consent of the Committee, except customary "For Rent or For Sale" signs, placed on or in front of a Structure by the Owner or the Owner's authorized agent so long as the Structure actually is for lease or for sale. In addition, authorized signs may include (i) permanent signs placed by the Declarant and/or the Committee to mark the entrances to the Property; (ii) family name signs with addresses affixed to the front of the dwelling; (iii) and reasonable signs relating to a holiday in the two months prior to such holiday. The Committee may summarily remove and destroy all unauthorized signs and the same shall not be deemed a trespass. No political signs or flags may be posted or hung on any lot except the American Flag or Sports Team flags and must be void of confrontational, explicit or offensive messaging.

(w) The Association shall contract with a single cable and internet provider as selected by the Association. As such, no outside television, radio antenna, or satellite dish shall be erected, installed or maintained on any Lot, or on any Structures on the Lot without the prior written approval of the Committee. Individual internet and streaming services shall be made by agreement with Owners at their sole expense.

(x) No vehicle may be operated on the Roads in a manner which disturbs the peace of any Owner. Golf Carts may be operated on the Roads and other designated paths, but must be stored in a garage when not in use.

(y) No tank for storage of fuel may be maintained on any Lot above the surface of the ground.

(z) No individual sewage disposal system shall be permitted on a Lot.

(aa) All electrical service and telephone lines shall be underground and no outside electrical

service lines shall be placed overhead.

(bb) Each Owner shall have access to mail service delivered by the United States Postal Service to individual mailboxes, configured two to a common stand chosen by the Architectural Control Committee to be located as near the dividing line between the two lots sharing the mail box stand, as is possible. Each Owner shall bear its proportionate share of the cost of such mailbox and installation thereof. Further, each Owner shall be responsible to undertake and pay his, her, or its proportionate share of the cost of any future maintenance, repair, or replacement of such mailbox.

(cc) Each Owner shall have access to the lake at a point to be determined by the Declarant and located between Lots 1B and 2A. The lake may be used by an Owner for the purpose of recreational use at the Owner's own risk and Oaks Club, LLC will be held harmless as to any activity by any Owner on the Lake. All Owners are prohibited from operating motorized watercraft, including any watercraft powered by internal combustion engines, on the lake and may only use sailboats, paddleboats, canoes, and other acceptable, non-motorized watercraft as the Association may allow. Notwithstanding the previous restriction, trolling motors, rated under 55 pounds of thrust and not exceeding 5 miles per hour, may be used on the lake at reasonable times, subject to any future restrictions, rules, or regulations imposed by The Oaks Club, which is the owner of the lake.. All such boat or other watercraft and boat trailers must be stored or parked in a fully-enclosed garage, and not stored or parked on any Lot. No Owner may maintain a permanent or temporary private or public dock, davit, ramps, outbuilding, or any structure designed for the use of a boat or watercraft near, at, or in the lake. No Owner shall be deemed to have acquired any right in the lake or the waters thereof, and the usage of the lake and the control of the elevation of such waters shall be subject to the rules and regulations adopted from time to time by the The Oaks Club, which is the owner of lake. The Declarant does not make any warranties or representations that the lake levels shall be maintained at any particular level or that the elevation of such waters will remain the same. All banks, swales, and berms constituting a part of the lake must remain undisturbed and properly maintained in order to perform their functions. The Declarant and Association retain all rights to access the lake, including any necessary easements, for drainage of and for lake access and maintenance. The Declarant, the Association, and their successors and assigns, have the full unrestricted right of access upon any property, lot, or parcel as shown on the Plat to the extent required for access to and for maintenance of the lake and for any temporary overflow of the lake.

#### SECTION 6 RESERVATIONS OF RIGHTS IN DECLARANT

(a) The Declarant reserves unto itself, its successors and assigns, the right to lay, install, construct and maintain, on, over, under or in any portion of any Common Area, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot laid out or established now or in the future on the Property, or the area in which the same is located, together with the right and privilege of entering upon such areas for such purposes and making openings and excavations therein.

(b) The Declarant reserves to itself, its successors and assigns, the right to grant leases, easements, rights-of-way and licenses to any person, individual, corporate body, public utility or quasi-

public utility or municipalities; to install and maintain pipelines, underground or above ground lines, with the necessary appurtenances, to install and maintain communications antennae or towers, with the necessary appurtenances (any payments therefor for the exclusive benefit of Declarant), or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Property in, over, through, upon and across any and all of the streets, avenues, roads, courts and open spaces, and in, over, through, upon and across each and every Lot in the easement areas reserved in this Declaration or as shown on the Plat.

The rights and privileges of the Declarant as set forth herein in this Article, are in addition to and in no way limit any other rights or privileges of the Declarant under any other documents. The provisions of this Article may not be suspended, superseded, or modified in any manner without the Declarant's prior written consent. This right of use and transaction of business as set forth herein, like the Declarant's other rights herein, may be assigned in writing by the Declarant in whole or in part.

#### SECTION 7

(a) **OWNER COMPLIANCE** The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to Owners, but also to any other person occupying a dwelling under lease from the Owner or by permission or invitation of the Owner or his tenants, express or implied, licensees, invitees, or guests.

(b) Failure of an Owner to notify any person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right of the Declarant, the Committee or any other Owner of enforcement of these provisions against the Owner or such person and, in addition, the Owner shall be responsible for any and all violations of these provisions by his tenants, delegates, licensees, invitees, or guests, and by guests, licensees and invitees of his tenants at any time.

(c) Any lease affecting a Lot shall be in writing, shall be for not less than one year, and shall contain a provision requiring the tenants to comply in all respects with the terms of this Declaration, such statement to be in a form substantially similar to the following:

"Tenant agrees to comply with the Declaration of Covenants, Conditions, and Restrictions Related to **Lakeside at The Oaks Homeowners Association**, which are recorded at the office of the Audrain County, Missouri Recorder."

(d) No more than six (6) total units may be leased at any given time and no lot owner (personally or in any other entity) shall have the right to lease more than one unit at a time. Thus, the lease of any dwelling must be approved, in advance, by the Committee. If the total number of leased units stands at 6, Owners may be put on a waiting list to be maintained and administered by the Committee, for the next available lease slot. No tenant or lessee shall be deemed to be a member of The Oaks Club by virtue of the lease.

#### ARTICLE IV MISCELLANEOUS

(a) Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect. No laches, waiver, or failure of title as to any part or parcel of the Property shall be of any effect to modify, invalidate, or annul any grant

covenants or agreements herein, with respect to the remainder of the Property, saving always the right of amendment, modification or repeal as expressly provided herein.

(b) The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of thirty (30) years from the date of execution of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of sixty percent (60%) of the Lots stating that this Declaration shall expire at the end of the then current term. Other than as provided for Declarant herein, this Declaration may be amended during the first thirty (30) year period or thereafter by an instrument signed by the Owners of not less than two-thirds (66.66%) of the Lots. Any amendment must be recorded among the records of Audrain County, Missouri.

(c) Anything set forth in this Declaration to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented, so long as Declarant *has an ownership interest in all or part of at least one of the Lots.*

(d) This Declaration shall not alter, amend, modify, vacate, or otherwise interfere with the PUD and any rights granted thereunder to the City of Mexico, Missouri.

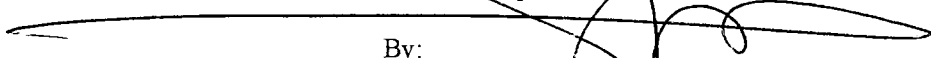
(e) **Dispute Resolution and Arbitration.** Any controversy or claim arising out of or relating to this Declaration, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall pay his own legal fees and costs relating to such action. The cost of arbitration shall be split between the parties thereto. Any Party hereunder may commence the arbitration process by giving all other Parties written notice of the demand for arbitration, and unless the demanding Party's claims are then satisfied, within thirty (30) days' thereafter, the demanding Party shall submit the dispute to the AAA in accordance with its rules. The demanding Party's submission to the AAA shall be accompanied by a check for the filing fee, however, the arbitrator(s) shall have the power to award the cost of arbitration to any Party(ies) subject to the arbitration. If a Party commences litigation in violation of this provision, said Party shall reimburse all other Parties for their costs and expenses (including reasonable attorneys' fees) incurred in seeking a dismissal of such litigation.

\*\*\* Intentionally Blank; Signatures Follow on Next Page\*\*\*

**THIS DECLARATION CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed under due authority this 19<sup>th</sup> day of December, 2022

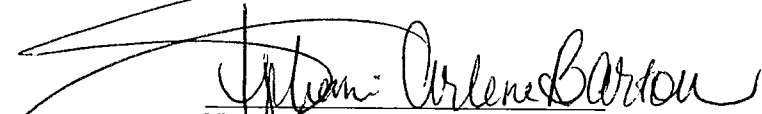
Declarant:  
**Oaks-MCC Development, LLC**

By:   
Name: WALTER S. IMAN  
Title: MANAGER

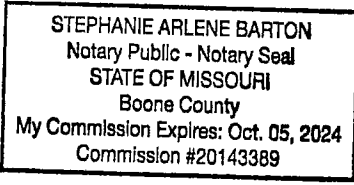
STATE OF MISSOURI                      )  
  )SS  
COUNTY OF COLE                    )

On this 19<sup>th</sup> day of December, 2022, before me personally appeared Walter S Iman, to me known to be the person who executed the foregoing Declaration, and, being by me duly sworn, stated that he is the manager of **Oaks-MCC Development, LLC**, a Missouri limited liability company, and that he is authorized by the operating agreement of said limited liability company to execute this Declaration on behalf of such limited liability company and acknowledged to me that he executed the same as the free act and deed of said limited liability company for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

  
Notary Public

My commission expires \_\_\_\_\_



# PROPERTY DESCRIPTION

SIX TRACTS OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 9 WEST AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 8 WEST, CITY OF MEXICO, AUDRAIN COUNTY, MISSOURI, BEING ALL OF TRACT 1, TRACT 2, AND TRACT 3 OF THE SURVEY RECORDED AS DOCUMENT NUMBER 2021DR001849, AND QUIT-CLAIM DEED RECORDED AS DOCUMENT NUMBER

2022DR002688, ALL RECORDS OF AUDRAIN COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF A TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 325, PAGE 423, AND SHOWN BY SURVEY RECORDED IN BOOK 325, PAGE 396, ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF LIBERTY STREET; THENCE ALONG A SOUTHERLY LINE OF SAID TRACT AND THE NORTHERLY LINE OF SAID RIGHT-OF-WAY BEING A 5689.65-FOOT RADIUS CURVE TO THE LEFT, 201.91 FEET, AND SAID CURVE HAVING A CHORD WHICH BEARS S 49°53'40"E, 201.90 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID TRACT AND NORTH LINE OF RIGHT-OF-WAY N 39°07'20"E, 221.54 FEET; THENCE N 42°04'35"W, 67.09 FEET; THENCE N 09°02'30"E, 133.59 FEET; THENCE S 75°49'35"E, 21.40 FEET; THENCE N 84°36'55"E, 177.26 FEET; THENCE N 79°58'40"E, 92.54 FEET; THENCE N 78°25'20"E, 179.71 FEET; THENCE N 18°02'50"E, 140.03 FEET; THENCE N 41°33'05"E, 122.95 FEET; THENCE N 49°05'05"E, 196.69 FEET; THENCE N 40°00'50"E, 125.96 FEET; THENCE N 87°21'50"E, 188.85 FEET; THENCE N 23°25'05"E, 120.82 FEET; THENCE S 38°10'00"E, 166.57 FEET; THENCE S 16°19'25"E, 185.00 FEET; THENCE S 73°40'35"W, 90.00 FEET; THENCE LEAVING SAID SOUTHERLY LINE, S 16°19'25"E, 15.00 FEET; THENCE S 73°40'35"W, 50.00 FEET; THENCE N 16°19'25"W, 10.00 FEET TO SAID SOUTHERLY LINE; THENCE ALONG SAID SOUTHERLY LINE, S 73°40'35"W, 10.00 FEET; THENCE S 73°40'35"W, 10.00 FEET; THENCE N 16°19'25"W, 5.00 FEET; THENCE S 73°40'35"W, 85.14 FEET; THENCE ALONG A 132.50-FOOT RADIUS CURVE TO THE RIGHT, 30.71 FEET, SAID CURVE HAVING A CHORD WHICH BEAR S 80°19'00"W, 30.64 FEET; THENCE S 86°57'25"W, 33.55 FEET; THENCE LEAVING SAID SOUTHERLY LINE, S 03°02'35"E, 15.18 FEET; THENCE S 72°09'45"W, 64.18 FEET; THENCE N 40°54'55"W, 16.89 FEET TO SAID SOUTHERLY LINE; THENCE S 49°05'05"W, 139.79 FEET; THENCE ALONG A 67.50-FOOT RADIUS CURVE TO THE LEFT, 8.88 FEET, SAID CURVE HAVING A CHORD WHICH BEARS S 45°19'05"W, 8.87 FEET; THENCE S 41°33'05"W, 45.58 FEET; THENCE ALONG A 67.50-FOOT RADIUS CURVE TO THE LEFT, 27.69 FEET, SAID CURVE HAVING A CHORD WHICH BEARS S 29°47'55"W, 27.49 FEET; THENCE S 18°02'50"W, 26.55 FEET; THENCE LEAVING SAID SOUTHERLY LINE, S 71°57'10"E, 13.26 FEET; THENCE S 18°02'50"W, 36.09 FEET; THENCE N 71°57'10"W, 13.26 FEET TO SAID SOUTHERLY LINE; THENCE ALONG SAID SOUTHERLY LINE, S 18°02'50"W, 77.90 FEET; THENCE ALONG A 65.00-FOOT RADIUS CURVE TO THE RIGHT, 68.49 FEET, AND SAID CURVE HAVING A CHORD THAT BEARS S 48°14'05"W, 65.37 FEET; THENCE S 78°25'20"W, 22.23 FEET; THENCE S 11°34'40"E, 124.32 FEET; THENCE S 78°25'20"W, 445.14 FEET; THENCE S 50°04'15"W, 159.23 FEET; THENCE N 53°40'55"W, 26.08 FEET; THENCE ALONG A NON-TANGENT 112.50-FOOT RADIUS CURVE TO THE RIGHT, 34.57 FEET, AND SAID CURVE HAVING A CHORD WHICH BEARS S 31°16'15"W, 34.44 FEET; THENCE ALONG A 30.00-FOOT RADIUS CURVE TO THE LEFT, 13.41 FEET, AND SAID CURVE HAVING A CHORD THAT BEARS S 27°16'20"W, 13.30 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF LIBERTY STREET; THENCE WITH SAID RIGHT-OF-WAY BEING A NON-TANGENT 5689.65-FOOT RADIUS CURVE TO THE RIGHT, 149.86 FEET, AND SAID CURVE HAVING A CHORD THAT BEARS N 51°39'55"W, 149.85 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.42 ACRES.