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Bob Nolte
Recorder of Deeds

**CEDAR TREE RIDGE
THE ADMINISTRATIVE SURVEY
RECORDED IN BOOK 6100,
PAGE 65 OF THE RECORDS
OF BOONE COUNTY, MO**

DECLARATION OF RESTRICTIONS

This declaration is made and entered into this 17th day of February, 2026 by Martin Builders, Inc., hereafter Referred to as Developer.

Whereas, Developer has executed and filed with the Recorder of Deeds of Boone County, Missouri, a final plat of the subdivision known as CEDAR TREE RIDGE and which has been recorded in Book 6100, page 65 In the Records of Boone County, Missouri, and which hereinafter Referred to as the "plat" and

Whereas, the Plat creates the subdivision of
CEDAR TREE RIDGE
consisting of Tracts 1, 2, 3, 4 and 5.

WHEREAS, it is the intention of Developer that these restrictions be applicable to all of the single family residential lots in CEDAR TREE RIDGE subdivision.

WHEREAS, Developer is imposing such restrictions on such single family residential lots to preserve and enhance the value, desirability and attractiveness of the subdivision and the improvements constructed therein and to keep the use thereof consistent with the intent of the Developer, all of which restrictions shall be for the use and benefit of the Developer, and the future grantees, successors and assigns of Developer.

NOW, THEREFORE, Developer and all successors, assigns and future grantees, hereby declares that the above-described residential tracts shall be, and they hereby are, restricted as to their use and otherwise as hereinafter set forth.

- 1. Definitions. For purposes of the Declaration, the following Definitions shall apply.**

2.

- (A) **“Approving Party” shall mean (1) prior to the recording of The Certificate of Substantial Completion, the Developer.**
- (B) **“Certificate of Substantial Completion” shall mean a Certificate executed, acknowledged, and recorded by the Developer stating that all, or at the Developer’s discretion, Substantially all, of the Tracts in the Development have been sold by the Developer and the residence to be constructed thereon have been substantially completed.**
- (C) **“Developer” shall mean and refer to Bill Martin, President, Martin Builders, Inc. and shall include any designee of Developer made at any time hereinafter.**
- (D) **“ Development” shall mean all of the above described tracts shown on the Plat which are zoned for single family residential purposes as R-1.**

3.

- (E) “Exterior Structures” shall mean any structure or other Improvement erected or maintained on a Tract other than the residential structure or any structural component thereof, 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 swing set, trampoline, sandbox, playhouse, tree house, or any other recreational or play structure.**
- (F) “Tract shall mean any tract shown as a separate residential tract on the recorded Plat of the Development, being all of the Tracts zoned R-1 for single residential purpose.**
- (G) “Owner” shall mean the record of any Tract, including the Developer, and for purposes of all obligations of any Owner hereunder, shall include, where appropriate, all family members and tenants of such Owner and all of their guests and invitees.**

(H) "Street" or "Streets" shall mean any public road, terrace, circle, boulevard, or cul-de-sac shown on any recorded plat of all or part of the Development.

2. Use of land. None of the subject-1 Tracts may be Improved, used or occupied for other than single family, private residential purposes, and no duplex, apartment house, or other multi-family or multiunit residential structure nor any nonresidential structure or other improvement (except Exterior Structure approved by the Developer) may be erected thereon.

No more than one single family residence shall be located on any Tract. All residences in the Development shall be of new construction on site and not residential building which has previously been at another location shall be moved onto any Tract, and no "prefabricated", "modular" or "manufactured" or otherwise preassembled or preconstruction homes or structures of any nature or kind whatsoever (except Exterior Structures approved by the Developer) shall be permitted. No camper trailer, mobile home, vehicle, tent, outbuilding, exterior structure, or any other apparatus or structure whatsoever except the permanent residence shall 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 tracts. Nothing herein shall prevent Developer or others (including, without limitation, builders and real estate sales agencies) authorized by the Developer from using temporary buildings or structures or any residence for display model, office, sales, or storage purposes prior to the recording of Certificate of Substantial Completion.

3. Building Requirements

- (A) 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.**
- (B) Each residence shall have a mailbox to be located adjacent to the driveway at the public street and maintained in good condition by the Owner.**

- 4. Minimum Floor Area. No residence shall be constructed upon any R-1 Tract in the Development unless it shall have a total enclosed interior finished floor area of not less than:**
 - (A) 1600 square feet of main level for a one-story residence constructed on a slab or 1600 square feet on main floor level if constructed with an in-ground or walkout basement below the main floor level; excluding garages, porches, patios, attics and deck; or**
 - (B) 1800 square feet above the grade of the front yard for a multi-level or two-story residence with not less than 1200 square feet on the main floor level and excluding garages, porches, patios, attics, decks, or unfinished basements.**
 - (C) 60% of the exterior front of the house must be masonry.**
 - (D) No residence shall have less than a two (2) car garage and no open "carport" shall be permitted.**

(E) No shouse will be allowed on any tract. A house combined with a shop will not be approved by the developer.

5. Approval of Plans and Post-Construction Changes.

(A) No Tract or combination of Tracts shall be resubdivided or replatted by any Tract Owner other than the Developer. No Tract shall be sold or conveyed except as a whole as described on the Plat.

(B) Notwithstanding compliances with the provisions of Sections 2, 3, 4 above, no residence or Exterior Structure may be erected upon any Tract 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 Developer. No change or alteration in or deviation from the approved building plans, specifications, materials, location, elevations, grading plans, landscaping plans, or exterior color scheme shall be made until such change, alteration, or deviation has been submitted to a and approved in writing by the Developer.

- (C) Following the completion of construction 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 Developer. All 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 to and approved in writing by the Developer.**
- 6. Set Backs. No residence (exclusive of porches, Stoops, bay and windows eaves, chimneys, and other similar projections) or Exterior Structure shall be located closer to any street other than the building set back lines, if any, shown on the Plat and required by the ordinances of Boone County.**

- 7. Commencement and Completion of Construction.**
Unless the time period is expressly extended by the Developer in writing, construction of any residence on a Tract shall be completed within (9) months after commencement of construction.
- 8. Exterior Structures**

 - (A) No Exterior Structure shall be erected upon, moved onto or maintained upon any Tract except (i) with advance written approval of the Developer as to the plans, specifications, materials, location, elevations, landscaping plans, and color schemes.**
 - (B) No fence, no fence wall, or privacy screen shall extend in front of the front building set back lines.**
 - (C) All pools and hot tubs shall be kept clean and maintained in operable condition. All pools shall be adequately fenced for security.**
- 9. Buildings or Uses Other Than Residential Purposes; noxious Activities, Miscellaneous.**

- (A) Except as otherwise provided in Section 2 above and in this Section 9(A), only home offices for the use of occupants of the residents on a Tract shall be permitted, provided that such use is not discernable from outside the residence and further provided that the public, customers, clients, patients, or other business invitees or guests are not received there for business or commercial purposes other than on occasional/incidental basis.**
- (B) No noxious or offensive activity shall be carried on with Respect to any Tract, nor shall any trash, ashes, or other Refuse be thrown, placed, or dumped upon any Tract nor shall anything be done which may become an annoyance or a nuisance to the neighborhood. Each Owner shall properly maintain such Owner's Tract in a neat, clean and orderly fashion. All residences and Exterior Structures shall be kept and maintained in good condition and repair at all times.**
- (C) No vehicles in inoperable condition nor any storage trailer or mobile home shall be parked, left or stored on any Tract or street for more than a 24-hour period except in an enclosed garage. Personal RV's and Campers may be stored on the property.**

- (D) No sign of any kind shall be displayed to the public view Except for one sign not more than five (5) feet square, Advertising the property for sale by the homeowner, Realtor, or builder during the construction or sale period.**
- (E) In the event of vandalism, fire, windstorm, or other damage, no residence or Exterior Structure shall be permitted to remain in damaged condition for longer than three (3) months unless a delay is permitted by the Developer.**
- (F) No storage box, portable building, shed, detached garage, or other storage facility shall be erected upon, moved onto, or maintained upon any yard without written approval of the Developer. Storage shall be permitted under a deck provided such area is screened from the view of other Tracts and the public.**
- (G) No Tract shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes, and all such items shall be kept temporarily on any Tract only in sanitary containers. All trash or sanitary containers shall be stored in concealed locations and may be placed in open locations only for a period of twelve hours in one day during each week for collection.**

(H) All Tracts shall be kept neat and free from debris.

(I) Not more than three persons who are unrelated by blood or marriage shall be permitted to rent or occupy a residence.

10. Animals. No pigs or hogs shall be raised, bred or kept on any Tract. Other common household pets or livestock may be kept so long as they are not kept, bred or maintained for commercial purposes and do not constitute a nuisance to the neighbors or neighborhood.

11. Landscaping and Lawns. Prior to occupancy, and in all events within nine (9) months following commencement of construction of the residence, Owner thereof shall seed or sod all front lawn areas and otherwise landscaper the Tract to the same standards as those generally prevailing through the Development. The Owner of each Tract 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.

- 12. Easements for Public Utilities; Drainage, Maintenance; Pedestrian Walkways. The Developer shall have and does hereby reserve, the right to locate, relocate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance, and use of drains, pipelines, 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 therefor, over, under, upon and through all easements, right-of-way as shown on the Plat. 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 also inure the benefit of the Developer as a cross easement for utility line or service maintenance. The Developer shall have and does hereby reserve for itself, its successors and assigns, an easement over and through all unimproved portions of each Tract in the Development for the purpose of performing the duties and maintaining it.**

- 13. Covenants Running with the Land. All provisions of this Declaration shall be deemed to be Covenants running with the land and into whoever hands any of the R-1 Tracts in the Development shall come, for the benefit of all the R-1 Tracts in the Development.**
- 14. Severability. Invalidation of any of the provisions set forth herein or any part thereof, by an order, judgement, or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.**
- 15. Assignment of Developer's Rights. The Developer shall have the right and authority from time to time, by appropriate agreement made expressly for that purpose and recorded in the Office of the Recorder of Deeds of Boone County, Missouri, to assign, convey, transfer, and set over to any person or entity, all or any part of the**

rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by, or granted to, the Developer, and upon such assignment the assignee shall then for all purposes be Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties, and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer, and set over the rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.

- 16. Duration, Release, and Modification of Restrictions. The provisions of the Declaration shall remain in full force and effect for a period of thirty (30) years from the date hereof; and shall automatically be continued thereafter for successive periods.**

Declaration may be amended, modified, or supplemented, in whole or in part, at any time by a duly acknowledged and recorded written agreement signed by all the Owners of the R-1 Tracts within the Development and the Developer.

