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Dottie D. Crenshaw
Recorder of Deeds

LCL DEVELOPMENT LLC

**DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR
SPRING VALLEY ESTATES A SUBDIVISION WITHIN LINCOLN COUNTY,
MISSOURI**

THIS DECLARATION IS MADE THIS 20th day of October, 2021.

WHEREAS, the undersigned owner/developer of the said property, a subdivision in Lincoln County Missouri. A tract of land being part of the Southeast Quarter of the Southwest Quarter of Section 23 and part of the Northeast Quarter of Section 26, all in Township 48 North, Range 2 West of Lincoln County, Missouri, the legal description of which is fully described in Exhibit "A" which is attached hereto and incorporated herein by this reference. To be known as Spring Valley Estates; and

WHEREAS, it is the wish and desire of the undersigned owners and developers of said property, for the purpose of benefiting said property, and for the benefit that will insure to the said owners/developers, their successors and assigns, and to all other persons, who may hold or may own, from time to time, any of the several single family lots covered by this instrument to impose the following conditions, restrictions, provisions and dedications thereon;

BOARD OF TRUSTEES

SECTION 1 – COMPOSITION OF BOARD OF TRUSTEES: The board of Trustees shall be composed of LCL Development, LLC or its affiliates hereafter, referred to as "Developer", until the Developer has sold all lots in Spring Valley Estates. After all the Lots are sold, the Board of Trustees are to be voted on by the Members of the Homeowner Association of Spring Valley Estates. The appointed trustee's term shall be three (3) years or until their respective successors are elected, whichever first occurs. After the initial three-year term, the majority of homeowners in accordance with the covenants and restrictions of the Spring Valley Estates HOA, hereafter referred to as the Homeowner Association, shall elect the trustees. The members of the Board of Trustees are the members of Spring Valley Estates HOA. The Board of Trustees shall also constitute the Architectural Control Committee ("A.C.C.") for Spring Valley Estates, all single family plats.

SECTION 2 – REVIEW BY COMMITTEE: The initial Board of Trustees shall consist of the members of LCL Development, LLC, or their assigns. This committee shall remain in effect until all lots in Spring Valley Estates have been built upon according to the rules and specifications as spelled out in this document and as authorized by said Board of Trustees and sold to purchasers or until the developer wishes to terminate its control and appoint the Spring Valley Estates HOA as Board of Trustees. No residential building, shall be commenced, erected, or maintained upon any of said Lots, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications which are to show the nature, kind shape, heights, materials, and location of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography submitted to the Board of Trustees of Spring Valley Estates HOA. There shall be a \$100 review fee paid to the Board of Trustees for all such reviews prior to construction of such a structure or facility. The review fee shall not apply to homes or improvements owned by the Developer.

SECTION 3 – RESTRICTIONS: Owner/Developers of all lots in Spring Valley Estates do hereby impose against any and all lots and property of Spring Valley Estates, the following Conditions, Covenants, Restrictions, Provisions, and dedications to wit:

- 1) Land Use and Building Type: No Lot shall be used except for single family residential purposes except for use by said owners/developers for and during construction and sales of said Spring Valley Estates for the purpose of construction and sales of the same. No Building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height, and such other out-building (i.e., pole barns) customarily used as private garage, barn or storage space on the Lot.
- 2) Architectural Restrictions: No Dwelling shall be placed on or erected on any Lot unless the Developer, its successor, or the Board of Trustees approves it. A full set of building plans and a scalable plot plan must be submitted for approval. A One-Hundred-dollar (\$100) review fee must be paid to the HOA.
- 3) Building Location: No building shall be located on any Lot closer to the side street line than the minimum building setback line as shown on the plat of Spring Valley Estates or any addition thereto. The minimum said line setbacks should be not less than described on the plat.
- 4) No Lot, at any time, shall be re-subdivided or reduced in size below its original size as shown on the Plat.
- 5) No building, addition or alteration shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction.
- 6) All dwelling structures erected on any Lots 1, 2 and 3, shall have the minimum square footage listed, exclusive of any garage area, and must have an enclosed, solid foundations, to wit: a. Dwellings of the design commonly referred to or known as a ranch-style or one-story dwelling, shall have first floor area, exclusive of that portion encompassed within an attached garage or porch, of not less than One Thousand Four Hundred (1,400)

square feet.

- b. Dwellings of the design of a one and a half story (commonly referred to or known as split-foyer, or split level), or a two story, shall have a first- floor area, exclusive of that portion encompassed within an attached garage, of not less than One Thousand (1,000) square feet and a total of not less than Two Thousand (2,000) square feet exclusive of that portion encompassed within an attached garage or porch.
 - c. Any home constructed on Lots 1, 2 or 3 must include at least a two-car attached garage of at least Seven Hundred (700) square feet.
 - d. No shouse or barndominium shall be constructed on Lots 1, 2 or 3 of the Subdivision.
- 7) All dwelling structures erected on any lots 4,5,6,7,8, 10, 11, 12 and 13, shall have the minimum square footage listed in paragraph 7, or below in the sub-paragraphs of paragraph 8 depending on the type of dwelling constructed, to wit:
- a. Dwellings of the design commonly referred to or known as a shouse or barndominium shall have a living area of not less than One Thousand Four Hundred (1,400) square feet, exclusive of the that portion encompassed within an attached garage or barn, or porch, and shall be built on a short-wall foundation. The unfinished area of the shouse or barndominium cannot exceed 3,000 square feet.
 - b. Any shouse or barndominium constructed pursuant to this paragraph shall include a covered porch that must be approved by the A.C.C.
- 8) Lot 9 shall not be subject to the requirements set forth in paragraphs 7 or 8 herein, as a dwelling and outbuilding currently exist on the lot. If the structures existing as of the date of recording of this instrument are destroyed, demolished or otherwise removed, any replacement structures shall be subject to the building requirements contained in paragraph 8 herein.
- 9) Other structures: Pole barns, barns, and other outbuildings (collectively "outbuilding") do not require approval from the A.C.C. except as follows. The residence must be completed prior to construction of any outbuilding, and cannot exceed 3,000 square feet without the approval of the A.C.C.
- 10) Lakes: All ponds or lakes within the Subdivision shall be deemed private lakes, belonging, in whole or part, to the owner of the lot or lots on which they are located, and each such lot owner shall have a non-exclusive right to use the surface of the entire lake, but shall not have an easement over an abutting owner's lot except for repair or maintenance of the pond or lake. Every such owner abutting a pond or lake shall have the obligation to maintain and/or repair the pond/lake, dam and associated improvements with the abutting property owners (regardless of the possibility that said maintenance or repair work maybe required on an abutting property) and to contribute a pro-rata share, as defined herein, of the costs of said maintenance and repair work. The owner's pro-rata share shall be a fraction equal to the number of lots owned by any owner, divided by the total number of lots owning a portion of the abutting pond or lake. The use of gasoline powered engines on any pond or lake is

prohibited. The Board of Trustees shall not expend HOA funds for the maintenance or improvement any such lake(s). No lot owners, other than those of which adjoin a particular pond or lake shall have the right to use any such pond or lake.

- 11) Any home occupation conducted on any lot must be of a type permitted and approved by the governmental authority having zoning jurisdiction over the lot and the Homeowner Association. If any home occupation is so permitted by the governmental authority and Homeowner Association, no sign shall be placed or erected on the Lot or in any window of the dwelling which identifies the conduct of such occupation on the Lot. Notwithstanding the approval of a home occupation by the appropriate governmental authority, and Homeowners Association trustees, no home occupation shall be conducted in any residence or on any Lot without the express written approval of the Board of Trustees of Spring Valley Estates Homeowners Association.
- 12) Nuisances: No obnoxious or offensive activity shall be permitted upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, at the discretion of the Homeowners Association. All construction is to be performed during normal construction hours as to not create a nuisance.
- 13) All septic systems and lateral installations shall be properly designed and installed by a professional company so that the water percolation to the surface is not readily apparent and so that no odors are emitted to the neighborhood air. No part of any sewage disposal system may be located closer than thirty feet (30') to any property line. All septic systems are to be approved by the appropriate Government/Municipal authority prior to installation.
- 14) Fuel Tanks: Any tank, bottle or container for storage of fuel (including propane) shall be placed behind the residence.
- 15) Signs: No signs, advertisements, billboards, or advertising structures of any kind shall be maintained on any residential Lot, except for one advertising sign, of not more than five square feet, which may be placed on any Lot for the express purpose of advertising the same for sale, with the exception of developer and builder's advertising, informational and display home signs, which may be placed anywhere in Spring Valley Estates or land owned by the Developer. A violation of this article constitutes a \$10.00 fine, per day, for every day a violation continues, said fine shall constitute a lien on the violator's home with an interest rate of 12% per annum, plus attorney fees.
- 16) Livestock and Poultry: No Animals, livestock, or poultry of any kind shall be raised or kept upon any Lot, except for domesticated dogs, cats, chickens or other indoor household pets (NO SWINE) which may be kept provided that they are not kept, bred, or maintained for any commercial purposes. All pets shall not be a nuisance to the other resident; and in no event shall more than four (4) dogs and cats be maintained on any Lot, and no more than ten (10) chickens on any Lot.
- 17) Horses: No more than four (4) horses per lot may be maintained. They must be in a fenced barnyard not less than 2,000 square feet. Horses are to be confined to the horse owner's lot and not allowed on streets. Barns and other stalls must be maintained in a clean and odor free environment.
- 18) Fencing: No fence or wall of any kind shall be erected, begun, or permitted to remain upon any Lot other than behind the primary residence. Temporary fences during construction

cannot be used permanently. Fencing shall not require the approval of A.C.C.

- 19) Maintenance of Property: Each Property owner covenants and agrees to maintain their Property in a neat and proper condition and to perform all necessary repairs. Each Property Owner further covenants and agrees to promptly restore, rebuild or replace all or any portions of the Lot Owner's dwelling unit and its appurtenances located on a Lot when destroyed or damaged by any cause; each Lot Owner further covenants that in order to guarantee performance of this covenants, such Lot Owner shall provide and maintain casualty insurance covering the Lot and residential unit in an amount necessary, to restore or rebuild the residential unit and its appurtenances. Each Lot Owner shall keep all grass, plantings and other vegetation on the Owner's Lot neatly cut, trimmed and in healthy condition.
- 20) No junk yards shall be allowed. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary conditions.
- 21) Obstruction of Traffic: No fence, wall, tree, hedge, shrub, or any other type of planting or structure shall be maintained in such a manner as to obstruct sight lines for vehicular traffic.
- 22) Exterior lighting: No exterior lighting shall be directed outside boundaries of a Lot or the Grounds.
- 23) Drainage and Slope Protection: No contours, grades or slopes which change the flow of drainage, no structure, planting or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may materially damage or interfere with established slope rations, create erosion or sliding problems or change the direction of flow of drainage channels, or obstruct the flow of water through drainage channels. The slope areas of each Lot shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility is responsible.
- 24) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, trucks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.
- 25) All streets are private and maintained by the subdivision Homeowner Association, with the exception of Spring Lake Court, which shall be maintained by the owners of Lots 1, 2 and 3.
- 26) Mobile homes and homes of a Modular Construction, (Modular Homes) are Expressly Prohibited.
- 27) Rentals and Boarders: Owner's shall not have the right to rent rooms, no "boarder" shall include, but not be limited to, a person who resided therein and pays rent or remuneration of kind to the Lot Owner or principal occupant: provided, however, that live-in domestic servants shall be permitted and live-in nurses shall be permitted.
- 28) Storage Structures:
 - a. Location: Storage structures shall be located only in the rear or side of yards, at a location approved by the Board of Trustees.
- 29) Storage of personal property and vehicles: All Personal property including, without limitation, boats, trailers, campers, commercial vehicles of any type, camper shells, all-

terrain vehicles, tractor-trailers shall NOT be placed or stored permanently or temporarily on any street or front driveway overnight and must be kept to the rear or side of the dwelling. No outside storage is permitted. The Board of Trustees may cause any item of such personal property to be towed or removed at the Owner's expense and can be assessed as a lien against an Owner's lot. The Developer is specifically exempt until construction of all homes in Spring Valley Estates have been completed. In addition, storage concerns may be addressed on a case-by-case basis by the Board of Trustees.

30) Application: Application to the Board of Trustees for structures shall include:

a. A site plan showing the proposed location of the applicant's dwelling, property lines, adjacent dwelling, property lines adjacent dwellings and proposed screen planting.

31) Assessments and Collection: The purpose of assessments and described in the Declarations shall be:

a. To maintain common areas and snow removal and reserve for the administration and enforcement of these articles.

b. To provide for street maintenance.

c. Insurance for other expenses associated with the business of the association.

32) At the closing of each home whether new or pre-owned, the new buyer shall pay a one-time capital contribution fee of \$350 to the association. The Developer pays no fees for Lots owned. After the capital contribution, an annual assessment of \$350 per year shall be due, as provided herein, on January 1st of each year. All delinquent assessments and late charges will become liens on the property and shall carry an 18%, per annum, interest rate on the unpaid balance. A lien may be established on any lot for which assessments or special assessments are delinquent more than three (3) months by the recording of an affidavit signed by the Spring Valley Estates trustees and identifying the Lot, the record owners thereof, and the number of delinquent assessments at the time such document is recorded. All attorney fees and court costs incurred by the trustees to prepare, record and file the suit on the delinquent assessments shall be paid by the homeowner, the developer does not pay any annual assessment or special assessments on any lot or property it owns. Special Assessments may be levied against all lots by an affirmative vote of Lot owners of two-thirds (2/3) of the lots in all plats. Before any such Special Assessments may be imposed, the trustees of Spring Valley Estates must:

a. Affirmatively vote to submit the question of a Special Assessment to the Lot owner for a Special Assessment to the Lot owners of all plats.

b. Call a special assessment of Lot owners of all plats. The notice of the special assessment may be by ordinary mail or hand delivery to the Lot owners. The said notice shall set forth the recommended Special Assessment, its purpose or purposes, and the amount. The balloting on the proposition shall be by written ballot identifying the Lot number. The ballots shall be counted, tabulated and the results declared, in writing, and delivered by mail.

33) Lots 1, 2 and 3 of the Subdivision shall be exempt from paying the one-time capital contribution or any regular or special assessment thereafter. Lots 1, 2 and 3 of the Subdivision and shall have their own road maintenance agreement. The Developer and/or Board of Trustees shall not expend HOA funds for the maintenance of Spring Lake Ct.

- 34) After the Period of Declarant Control: After the period of Developer Control, the qualifications, terms of office, and manner of electing and removing trustees of Spring Valley Estates and officers and filling vacancies shall be established by all lot owners at the time the Developer sells the last lot and relinquishes control to the Homeowners Association.
- 35) No Lot Owner may vote, or hold office, if their Lot Assessments are delinquent.
- 36) Indemnification: The Association shall indemnify every officer and trustee against any and all expenses, including legal fees reasonably incurred by or imposed upon any officer or trustee in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Trustees) to which he or she may be party by reason of being or having been an officer or trustee, provided that any such officer or trustee has acted in good faith or in a manner reasonably believed to be in, or not opposed, to the best interest of the members. The officers and trustees shall not be liable for any mistake of judgement, negligent or otherwise, except for their own individual willful malfeasance, misconduct, or bad faith. The officers and trustees shall have no personal liability with respect to any contract or other commitment made by the, in good faith, or behalf of the Association (except the Association), and the Association shall indemnify, defend, and forever hold each officer and trustee free and harmless against any and all liability to others on account of any such contract or commitment. This right to indemnification shall not exclude other rights to which any officer or trustee, or former officer or trustee, may be entitled. The Association may, as a common expense, maintain adequate general liability and Trustee' and Officers' liability insurance or fund this obligation, if such insurance is reasonably available. For purposes of these Covenants the term "Trustee" or "Trustees" include the term "Director" or "Directors".
- 37) Term: These covenants are to run with the land and shall be binding on all parties in perpetuity.
- 38) Amendment: The Developer may change these covenants, in part or in whole, during its period of declarant control, at its sole discretion. Any change to these Covenants shall be filed with the Recorder of Deeds for Lincoln County, Missouri and become effective immediately upon recording. After the period of declarant control, these restrictions may be changed, modified, or amended upon written signed affirmative vote by not less than two thirds (2/3) of the Owners in said Subdivision. The said amendment or modification is to be and become effective only upon recording in the same in the office of the Recorder of Deeds of Lincoln County, Missouri, and can be executed by the Board of Trustees after the proper vote. Such amendment or modification will not require the signatures of any holder of a mortgage, Deed of Trust, or other lien against the respective Lots or the improvements thereon.
- 39) Enforcement: The Board of Trustees of Spring Valley Estates Homeowners Association shall notify the owner of any Lot upon which there is a violation of the restrictions herein contained or hereinafter contained. Such notice shall be in writing, delivered to the owner(s) of the Lot, and the owner shall have 48 hours from receipt of such notice to remedy the alleged violation or violations. If such violation or violations are not remedied expressly empowered to file a lien with the Lincoln County Recorder of Deeds, which lien shall be imposed upon the Lot in violation, and the amount of the lien shall be the penalty and all expenses, attorney's fees and

court costs, if any, incurred by the Board of Trustees in the Enforcement of these covenants and restrictions. The Penalty shall be the sum of ten dollars (\$10) for each day that the violation or violations exist. The remedies available to the Board of Trustees, including the lien herein provided, shall not be limited to such lien and to enforcement, but shall include and not be limited to, injunction and a suit for money damages. Any failure to enforce any covenant, restriction, or limitation contained herein shall not act as nor constitute a waiver of any subsequent breach thereof. All costs of enforcement. Including but not limited to court cost, attorney fees, witness fees and other costs shall be assessed against the offending lot owner or owners.

40) Change in Ownership: The Owner/Developer may convey its rights under these restrictions as the Owner/Developer to a successor Owner/Developer by recording a written memorandum with the office of the Recorder of Deeds of Lincoln County, Missouri. A successor Owner/Developer is a person or entity which purchases Lots to build a residence on to sell at retail to another person.

41) Severability: Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

These covenants and restrictions hereby recorded supersede and take precedence over any and all prior Declarations of Covenants and Restrictions or any and all previously recorded Bylaws of Spring Valley Estates.

IN TESTIMONY WHEREOF, LCL Development, LLC, a Missouri limited liability company, has executed these presents as their separate act and deed on this 20th day of October, 2021.

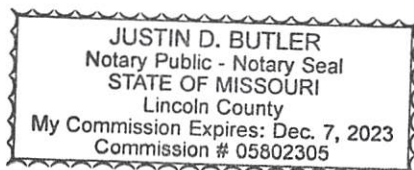
LCL Development, LLC


Keith A. Meyer, Member

STATE OF MISSOURI) ss.
COUNTY OF LINCOLN)

On this 20th day of October, 2021, before me appeared Keith A. Meyer, to me personally know, who being duly sworn by me, did that he is the managing member of LCL Development, LLC, a Limited Liability Company in the State of Missouri and has signed on behalf of said Company, acknowledging that said instrument is the free at and deed of the Company, with the consent of all members thereto.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal in the County of State aforesaid, the day and date first above written.




Notary Public

EXHIBIT A

Part of the Southeast Quarter and the Southwest Quarter of Section 23 and part of the Northeast Quarter of Section 26, all in Township 48 North, Range 2 West of Lincoln County, Missouri, described as follows:

BEGINNING at the Northwest corner of property deeded to Gary and Catherine Ditson in Deed Book 2421 Page 223, also being the northeast corner of property deeded to Dennis and Theresa Moellman in Deed Book 2390 Page 297, and being on the south line of property deeded to Kenneth C. Stockwell Jr. Trust in Deed Book 2409 Page 211, all in the Lincoln County, Missouri Records thence running South 88 degrees 50 minutes 17 seconds East, 2235.06 feet along said Stockwell property and the southern line of property deeded to Patrick and Norma Helen McDonald Living Trust in Deed Book 985 Page 196 to a point being the northwest corner of Lot 1 of Oak Valley Estates a subdivision recorded in Plat Book 11, Page 85, all in the Lincoln County, Missouri Records; thence South 12 degrees 48 minutes 07 seconds East, 161.16 feet; thence South 05 degrees 23 minutes 16 seconds West, 191.92 feet; thence South 14 degrees 45 minutes 10 seconds East, 120.95 feet; thence South 08 degrees 43 minutes 03 seconds East 154.47 feet; thence South 07 degrees 37 minutes 16 seconds West, 101.78 feet to the southwestern corner of Lot 1/northwest corner of Lot 2 of said subdivision; thence continuing South 07 degrees 37 minutes 16 seconds West, 64.42 feet; thence South 00 degrees 48 minutes 32 seconds West, 143.14 feet; thence South 01 degrees 52 minutes 26 seconds West, 84.65 feet; thence South 11 degrees 46 minutes 05 seconds West, 19.45 feet; thence South 02 degrees 33 minutes 40 seconds West, 115.03 feet; thence South 00 degrees 35 minutes 11 seconds East, 152.64 feet to the southwest corner of Lot 2/northwest corner of Lot 3 of said subdivision; thence along the western lines of Lots 3, 4 and 5 of said subdivision to the southwestern corner of Lot 5, also being a point on the northern line of lot 12 of said subdivision, South 03 degrees 10 minutes 25 seconds West, 1526.44 feet; thence along the northern line of Lot 12, South 86 degrees 58 minutes 17 seconds West, 313.54 feet to a point in the bed in Big Creek; thence along the riverbed of Big Creek the following eleven courses: North 01 degrees 15 minutes 49 seconds East, 73.55 feet; North 03 degrees 56 minutes 12 seconds East, 511.00 feet; North 03 degrees 41 minutes 48 seconds West, 533.70 feet; South 88 degrees 18 minutes 12 seconds West, 210.00 feet; South 37 degrees 18 minutes 12 seconds West, 765.70 feet; South 44 degrees 18 minutes 12 seconds West, 218.40 feet; South 58 degrees 58 minutes 12 seconds West, 152.00 feet; South 67 degrees 58 minutes 12 seconds West, 350.70 feet; North 75 degrees 01 minutes 48 seconds West, 235.00 feet; North 24 degrees 01 minutes 48 seconds West, 500.00 feet; North 15 degrees, 21 minutes 48 seconds West, 224.00 feet; North 18 degrees 21 minutes 48 seconds West, 415.21 feet to the eastern line of property deeded to Laverne M. McCulloch Trust in Deed Book 1694 Page 34 of the Lincoln County Records; thence leaving said riverbed North 01 degrees 55 minutes 43 seconds East, 250.72 feet to the northeastern corner of said property, also being a point in the section lines of Section 23 and 26 Township 48 North, Range 2 West; thence North 00 degrees 43 minutes 34 seconds East, 211.28 feet; thence North 15 degrees 31 minutes 25 seconds West, 334.09 feet; thence North 24 degrees 26 minutes 25 seconds West, 290.12 feet; thence North 04 degrees 39 minutes 25 seconds West, 113.79 feet; thence North 23 degrees 48 minutes 35 seconds East, 116.52 feet; thence North 44 degrees 50 minutes 35 seconds East, 226.65 feet; thence North 16 degrees 19 minutes 35 seconds East, 89.54 feet; thence North 00 degrees 43 minutes 35 seconds East, 106.54 feet to the POINT OF BEGINNING, and containing 5,502,063 square feet or 126.31 acres.