

COVER PAGE

AUSTIN OAKS SUBDIVISION

AMENDED AND RESTATED INDENTURE OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Date: _____, 2024

Grantor: **Austin Oaks Home Owner's Association**

Grantor's Address: c/o Community Property Management
242 Old Sulphur Spring Road
Manchester, MO 63021

Grantee: **Austin Oaks Home Owner's Association**

Grantee's Address: c/o Community Property Management
242 Old Sulphur Spring Road
Manchester, MO 63021

Legal Description: As set forth on Exhibit A

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Indenture of Covenants, Conditions and Restrictions. In the event of a conflict between the provisions of the attached Indenture of Covenants, Conditions and Restrictions and the provisions of this cover page, the attached Indenture of Covenants, Conditions and Restrictions shall prevail and control.

AMENDED AND RESTATED INDENTURE OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
AUSTIN OAKS SUBDIVISION

This Amended and Restated Indenture of Covenants, Conditions, and Restrictions (this "Indenture") is made this _____ day of _____, 20_____.

WHEREAS, the real property described on Exhibit A attached hereto and incorporated herein by reference, known as Austin Oaks Subdivision (the "Subdivision") is subject to that Indenture of Covenants, Conditions, and Restrictions of Austin Oaks Subdivision recorded in Book 2023, Page 976 of the Lincoln County, Missouri records, as amended by that certain Amendment to Indenture of Covenants, Conditions, and Restrictions of Austin Oaks Subdivision recorded in Book 2420, Page 700 of the Lincoln County, Missouri records, and as further amended by that certain Amendment to Indenture of Covenants, Conditions, and Restrictions of Austin Oaks Subdivision recorded in Book 2450, Page 943 of the Lincoln County, Missouri records, and as further amended by that certain Amendment to Indenture of Covenants, Conditions and Restrictions of Austin Oaks Subdivision recorded in Book 2484, Page 611 of the Lincoln County, Missouri records, and as further amended by that certain Amendment to Indenture of Covenants, Conditions and Restrictions of Austin Oaks Subdivision recorded in Book 2488, Page 685 of the Lincoln County, Missouri records (as amended, the "Original Indenture");

WHEREAS, it is the purpose of this instrument to amend and restate the Original Indenture; and

WHEREAS, the Developer, C.M.S. Homes, L.L.C., has conveyed all of the lots in the Subdivision and no longer owns any lots in the Subdivision;

WHEREAS, Section 29 of the Original Indenture provides that the Original Indenture may be changed, modified or amended at any time by written covenant signed by the Owners of 2/3rds of the Lots in Austin Oaks Subdivision;

WHEREAS, 2/3rds of the Owners in Austin Oaks Subdivision have consented in writing to approve this Indenture;

NOW THEREFORE, in order to carry out their intent as expressed above and in consideration of the mutual agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I - DEFINITIONS

The following words when used in this Indenture (unless the context shall prohibit or clearly indicate otherwise) shall have the following meanings (and shall not have the meaning ascribed thereto in Chapter 448 RSMo., as amended):

(a) "Association" shall mean and refer to Austin Oaks Home Owners' Association, a Missouri nonprofit corporation, and its successors and assigns.

(b) "Board" shall mean the Board of Directors of the Association created pursuant to this Indenture. The directors on the Board may be individually or collectively referred to herein as "Director" or "Directors."

(c) "City" shall mean the City of Moscow Mills, State of Missouri.

(d) “Common Properties” shall mean and refer to those areas of real property and the improvements thereon owned by the Association, and all easements, licenses and other occupancy or use rights which the Association has in any portion of the Property, or in other land or properties adjacent thereto whether as an appurtenance thereto or otherwise, and which are intended to be devoted to the common use and enjoyment of all of the Owners of the Lots, including, without limitation:

(i) any areas labeled as “Common Ground” or “C.G.” on a Plat (as hereinafter defined) or otherwise shown as easements in favor of the Association on a Plat;

(ii) open spaces, paths, and other amenities and facilities (if any) and cluster mailbox units or kiosks (if any), for the benefit in common of the Owners or for the benefit of the Association, and all easements therefor, whether created pursuant to this Indenture, a Plat, or other document or instrument recorded in the County Records;

(iii) subdivision entrance areas, monuments or signs, streetlights, parking areas (if any) within the Common Properties, retaining walls, and other improvements or facilities for the benefit in common of the Owners or for the benefit of the Association, and all easements therefor, whether created pursuant to this Indenture, a Plat, or other document or instrument recorded in the County Records;

Common Properties shall not include any item that solely serves a particular Lot. No such item that solely serves a particular Lot shall be permitted to be constructed on any part of the Common Properties without approval of the Board in its sole discretion, except for utilities within a utility easement. Further, the Common Properties shall not include any improvements, facilities, infrastructure or other properties that are installed or constructed by or on behalf of the City or for which the City is responsible for the maintenance, repair or replacement. Nothing contained in this definition shall be deemed a representation that any of the enumerated facilities or improvements are or will be included in the Subdivision or constructed on the Common Properties.

(e) “County Records” shall mean the Office of the Recorder of Deeds of Lincoln County, Missouri.

(f) “Governmental Body” shall mean any governmental or quasi-governmental authority, including any federal, state, county, city, town, village, district, administrative, or municipal government, agency, branch, department, or other entity.

(g) “Lot” shall mean and refer to the subdivided parcels of land shown on any Plat (with the exception of the Common Properties).

(h) “Owner” shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any Lot.

(i) “Plat” shall mean any final recorded subdivision plat of all or any part of the Subdivision, including, without limitation, any such subdivision plat recorded simultaneously herewith, any later recorded subdivision plat or plats of all or part of the Subdivision, or any final recorded subdivision plat of any contiguous real property that on its face indicates that it is subject to the terms of this Indenture and such contiguous real property is approved or accepted by the Association.

ARTICLE II - ASSOCIATION

1) The Owners and Developer deemed it desirable, for the efficient preservation of the values and amenities in the Subdivision, to form the Association as a nonprofit corporation to which the Common Properties (as hereinafter defined) shall be conveyed, and which Association shall have the powers of maintaining, operating and administering the Common Properties and facilities existing thereon from time to time, administering and enforcing the covenants and restrictions hereinafter set forth, and collecting and disbursing the assessments and charges hereinafter created. Every Owner of a Lot which is subject to assessment, shall be a member of the Association (each, a "Member"). Membership shall be appurtenant to and may not be separated from ownership of any Lot. In all voting, each Lot shall be entitled to cast one (1) vote. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot and the Board shall have the right to rely on or reject such vote in its discretion.

The Board of Directors of the Association shall consist of three (3) in number. Said Directors shall meet as often as is necessary to enforce and administer the terms of this Indenture and shall keep written minutes of all such meetings, and said Board of Directors shall be governed as follows:

A) The Directors shall have the power and authority in their own names as Directors to prevent a violation of any of the covenants, conditions, and restrictions contained herein and to compel the performance of any such covenants, conditions, and restrictions contained herein, but the power and authority herein granted to the Directors is intended to be discretionary and not mandatory. The failure by the Directors to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. Further, no violation of these covenants, conditions, and restrictions shall be construed to work a forfeiture of title to any Lot in the Subdivision. These provisions concerning the Directors' power and authority to enforce the terms of this Indenture are intended to be cumulative and not to restrict the right of any Owner to proceed in said Owner's behalf. If any Owner or any person in possession of any of the Lots in the subdivision shall violate or attempt to violate any covenant, condition, or restriction herein contained, it shall be lawful for any other person, or persons, owning any Lot(s) situated in the Subdivision to prosecute in any type of proceeding at law or in equity against the Owner and/or person or persons violating or attempting to violate any such covenant, condition, or restriction, either to prevent the person or persons from so doing, or to recover damages or other dues for such violation; however, no such violation shall be construed to work a forfeiture of title to any Lot in the subdivision. Provided, further, that the failure by any Owner to enforce any covenant; condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

B) The Directors and their successors are hereby authorized, empowered, and granted the right to make assessments upon each Lot of the subdivision for the purposes of carrying out the general duties and powers of the Directors to defend and enforce the provisions of this Indenture, and for upkeep of the Common Properties in the subdivision and at the rate hereinafter provided, and in the manner and subject to all conditions hereinafter provided in Article III.

C) The Directors may receive, hold, convey, dispose of, or administer in trust for any purpose mentioned in this Indenture, any gift, grant, conveyance, or donation of real or personal property.

D) The Directors, in exercising the rights, powers, and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Indenture, may from time to time enter into contracts, employ agents, servants, and labor as they may deem necessary, and employ counsel and institute and prosecute such suits as they deem necessary and advisable, and defend suits brought against them individually or collectively, in their capacity as Directors.

E) A quorum is present at a meeting of the Directors if a majority of the Directors are in attendance. All actions of the Directors shall be by majority vote of those present so long as there is a quorum. The Directors may take action by majority vote on written ballots or by unanimous consents in lieu of a meeting.

F) The Directors are hereby authorized to create and enforce any rules and regulations as the Board may determine in its discretion to be necessary or desirable to aid in the governance and enforcement of the terms of this Indenture for the benefit of the Subdivision, including but not limited to the right to prescribe or assess fines in connection with the enforcement of any rules and regulations and all other provisions of the Indenture and late fees that may be imposed by the Board from time to time for past due payments. All fines and late fees shall be collected and enforced in the same manner as an assessment pursuant to Article III hereof.

G) The Directors are hereby authorized to borrow money, including making or obtaining a permanent, temporary or construction loan; make and execute promissory notes or incur liabilities and obligations with respect thereto; pledge or assign future assessments; and to grant a lease or leasehold security interest in Common Properties to secure such obligations such that the secured party could charge admissions for the use of said Common Properties to Owners or a wider public until the loan with respect thereto is repaid. The Directors authorization to borrow money shall be limited to \$10,000.00. Any additional amount above \$10,000.00 shall be approved by the written consent or vote of the Owners of 51% or more of Lots in the Subdivision

H) The Directors are hereby authorized to prescribe or assess fines pursuant to a fine policy and/or schedule adopted by the Directors, in the sole discretion of the Directors, in connection with the enforcement of (1) any rules and regulations, whether now or hereafter established, and/or (2) all other provisions of the Indenture.

ARTICLE III - ASSESSMENT

- 1) Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or their conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges as determined by the Board and special assessments or charges, with such assessments or charges to be fixed, established and collected from time to time in accordance with Article II, Section 2) below. Annual assessments shall be made in a manner and subject to the following procedure. On or before thirty (30) days in advance of each assessment year, as established by the Directors, the Directors shall prepare proposed budget(s) for the upcoming assessment year and provide a summary of the budget to all Owners, which budget shall take into consideration all anticipated items of expense, including but not limited to reasonable amounts for Common Properties maintenance (including without limitation irrigation expenses of the Association), roadway maintenance, and reasonable replacement and other reserves. Based upon the proposed budgets, the Directors shall establish the annual assessment for the upcoming assessment year for all Lots; provided that if the annual assessment is to be increased by more than ten percent (10%) in any given assessment year the Board shall set a date for a meeting of the Owners to consider ratification of the

budget. At such meeting of the Owners to ratify the budget, the budget shall be deemed ratified and approved if 51% of Owners in attendance at such meeting, whether or not a quorum is present, vote to approve and ratify the budget. The annual assessment shall be levied in accordance with Article III, Section 3) below.

- 2) If at any time the Directors shall consider it necessary to make any expenditures requiring an assessment additional to the annual assessments provided for above, they shall submit in writing to the Owner of each Lot for approval an outline of the plan of the project contemplated, the estimated amount required for completion of the same, and the total assessment required. If such project and the assessment so stated shall be approved by the written consent or vote of the Owners of 51% or more of Lots in the Subdivision, the Directors shall levy such assessments in accordance with Article III, Section 3) below.
- 3) All assessments, either general annual assessments or special assessments, made by the Directors for the purposes hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit:
 - A) Notice of all assessments shall be given to each Owner by mail, addressed to the last known or usual post office address of said Owner.
 - B) Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided or such other time period set by the Directors; provided, the Directors may provide for a periodic payment schedule if deemed desirable by the Directors. From and after the date when said assessment is due, it shall bear interest until paid in full at the lesser of eighteen percent (18%) per annum or the highest rate allowed by law (the "Interest Rate"). Any and all assessments permitted in this Article III, together with interest thereon at the Interest Rate, any late fees which may be imposed by the Board from time to time, and costs of collection thereof including but not limited to attorney's fees and court costs incurred whether or not a lawsuit filed and not based on the amount of the assessment owed but based on the reasonable value of the legal service performed, shall be a charge against the title of each Lot and shall be a continuing lien upon the Lot against which such assessment is made, which shall bind such Lot and its Owner, and such Owner's heirs, devisees, personal representatives, successors and assigns without the need or requirement of filing any additional documentation with respect to such lien. Recording of this Indenture constitutes record notice and perfection of the lien as to assessments which become delinquent thereafter, together with interest and late fees thereon and costs of collection thereof as hereinafter provided. Further recording of a claim for assessment under this Article III is not required. The Association shall be entitled to enforce collection of any and all of such assessments, interest and costs through enforcement of such lien, whether by foreclosure or otherwise. Each such Assessment, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the Owner of such Lot at the time when the assessment became due. Notwithstanding anything herein to the contrary, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and non-payment of any such assessment shall not constitute a default under any federally insured mortgage. Furthermore, mortgage holder of any such financing on a Lot or improvements thereon shall not be required to collect, retain or escrow any assessments as referenced hereinabove.

ARTICLE IV – ANNUAL MEETING AND ELECTION

- 1) The Board of Directors shall be elected by the Owners of the subdivision and shall serve for a term of three (3) years; provided the initial three (3) Directors elected shall serve terms as follows: one (1) for a term of three (3) years, one (1) for a term of two (2) years, and the third for a term of one (1) year. After the expiration of the term of office of the Directors elected as provided in the previous sentence, each

successor Director elected by Members shall serve for a term of three (3) years so that the terms shall be continuously staggered.

2) Any Director elected under the provision of the Article shall be an Owner in the Subdivision, and in good financial standing with the association.

3) In the event any Director shall die, become incompetent, or resign, then the remaining Directors shall appoint a successor Director to serve until the next regular annual meeting of the Association, at which time a successor shall be elected by the Owners for a term of three (3) years.

4) A meeting of the Owners/Association shall be held in June, or another date as set by Directors, for the purpose of electing Directors and transacting any business concerning administration or enforcement of this Indenture. Said meeting shall be held at a convenient place within the county as designated by the existing Board of Directors, after first giving ten (10) days written notice; provided further, however, that failure to give said notice shall not affect or otherwise invalidate the meeting or the business carried on at such meeting. No business may be transacted at any meeting (special or general) at which there is not a quorum, except as provided below. Except as otherwise provided herein, a quorum shall be deemed present at a meeting of the Association if the Owners in attendance at the beginning of the meeting represent at least ten percent (10%) of the Owners eligible to vote at the time of the meeting, either in person (including MS Teams, Zoom or similar virtual structure) or by proxy. If proper notice is given and a meeting called at which the proposed business cannot be conducted because of failure to achieve a quorum, then the Directors may either: give another notice of the meeting indicating the proposed business or purpose and if such meeting is held within thirty (30) days of the date of the first meeting at which there was no quorum, then there shall not be a quorum requirement to transact the proposed business at such second meeting; or take a vote of the Association on any proposed business by written ballot of the Owners in lieu of a meeting.

5) A special meeting of the Owners may be called by the Directors upon their own motion or upon petition by 51% of the Owners of the subdivision. Said meeting shall be held at a convenient place within the county. Notice of the time and place of such meeting shall be given to each Owner by mail, addressed to the last known or usual post office address of said Owner no more than thirty (30) days and no less than ten (10) days prior to the date of said special meeting.

6) In all voting, whether for the electing of Directors or otherwise, each Lot shall represent one (1) vote and voting by mail may occur under the following conditions:

A) Written Ballots must be distributed to every Lot entitled to vote on the matter at least forty five (45) days prior to the meeting.

B) The ballots must set forth the proposed action to be voted on.

C) The ballots must provide an opportunity for the voter to specify the voter's approval or disapproval of any proposed action.

D) The ballot must provide a reasonable time within which to return the ballot to the association, at least (30) days.

E) The ballot must indicate the number of responses needed to meet the applicable measure being voted on.

F) Even when an election may be conducted entirely by mail, a noticed meeting of the members must still be held to count the ballots and tabulate votes.

ARTICLE V - AMENDMENT

- 1) These restrictions may be changed, modified or amended at any time in the future by the written consent of the Owners of 51% of the Lots in the Subdivision. The said amendment or modification is to be and become effective only upon recording same in the Office of the Recorder of Deeds of Lincoln County, Missouri. 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.

ARTICLE VI - ARCHITECTURAL

- 1) From and after such time as a Lot becomes subject to assessment as provided herein, the Owner thereof shall not cause or allow any (i) building, fence, wall, driveway or other structure or improvement of any sort to be commenced, erected or maintained thereon; (ii) exterior addition or removal of all or any part thereof, or exterior change or alteration in any improvement thereon to be made; or (iii) change in grade or slope thereof, until all plans and specifications showing (as applicable) the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location, entrances and driveways, and configuration of all improvements upon such Lot shall have been submitted to and approved by the Directors. All decisions rendered by the Directors shall be deemed final. With respect to architectural approvals, the Directors, at their option, may appoint an architectural approval committee comprised of neither less than three nor more than five Owners to review all proposed construction and submit non-binding recommendations of approval or disapproval of the same to the Directors. All requests for approval submitted to the Board of Directors shall be deemed automatically approved if no written approval is given by the Board within thirty (30) days of receiving any submissions. The Owner shall, after obtaining the approvals required by this Indenture, obtain and maintain in effect all necessary permits and approvals from any and all applicable Governmental Body prior to commencing any such improvements and modifications and the same shall be completed in accordance with this Indenture and applicable laws and ordinances. The Owner shall also bear the responsibility for the maintenance of any Owner-constructed improvement authorized under this Article VI. The Association shall not be liable for any damage, loss or prejudice suffered or claimed by any Owner, its agents or any other person or entity on account of: (1) the approval or disapproval of any improvements or modifications under this Article VI, or any plans, contracts, bonds, contractors, sureties or other matters in connection therewith; (2) the construction or performance of any work, whether or not pursuant to approved plans; (3) any Owner's or any other person's or entity's failure to obtain the proper permits and approvals; or (4) the compliance of any improvements or modifications with applicable codes.
- 2) Fencing shall not be erected on any lot without prior written consent of Directors. All fencing approved by the Directors shall be made of black aluminum, or white vinyl and have a minimum open space between pickets of 1.5 inches and minimum height of 4 feet and maximum height of 6 feet.
- 3) New mailboxes shall not be erected on any lot without the prior written consent of the Directors. The Director shall have the right to prescribe minimum specifications for mailbox construction.

ARTICLE VII – RESTRICTIONS

- 1) No temporary structure, house trailer, mobile or manufactured home (single wide, double wide, or triple wide), modular home, or basement home, shall at any time be constructed, erected, built, located, or placed on any Lot in the subdivision, nor shall they at any time be used as or considered to be a dwelling house.
- 2) No above ground pool, barn, shed, outbuilding, unattached garage, pool house, or other accessory building shall be constructed, erected, built, located, or placed on any Lot.
- 3) There shall be no commercial use of any Lot except that a Owner may practice his or her profession or business so long as there is no sign, or any other means of advertisement placed in said subdivision as to said profession or business. In any event no business vehicles or machinery may be parked outdoors in the subdivision except for police patrol cars. No loading docks shall be permitted on any lot. No motor vehicle requiring what is commonly called a "commercial license" under the laws of the State of Missouri, or trailer, livestock trailer, boat trailer, boat, motor home, recreational vehicle, camping truck, or similar vehicle shall be parked or permitted to remain on any Lot in said subdivision. No trucks (other than pick-up trucks not exceeding 1 ton) or commercial vehicles (other than commercial trucks and vehicles not exceeding 1 ton) shall be permitted to be parked or stored on any Lot unless they are parked or stored in an enclosed garage or in such other enclosure (open or otherwise) approved by the Directors, except only during periods of approved construction on the Lot. No vehicle over 15 ton gross vehicle weight shall be permitted within the subdivision except if said vehicle is delivering materials to be used for the construction, modification or maintenance of any buildings located in the subdivision.
- 4) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the subdivision. Further, no hazardous waste may be kept or manufactured in the subdivision. No window AC units.
- 5) No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any Lot in the subdivision, except that an Owner may erect and maintain one such sign not larger than five square feet in size, for the sole and exclusive purpose of advertising for sale the Lot upon which such sign is erected or placed. No signs shall be placed at the entrance of the subdivision without consent of Directors. Nothing herein shall prohibit Owners from placing "Political Signs" (not to exceed 2 feet x 4 feet in dimension) on a Lot or temporary celebratory signage (e.g. birthday celebrations, graduations, etc.), which temporary celebratory signage shall be allowed for a time period not to exceed five (5) days. The term "Political Sign(s)" shall refer to any ground-mounted sign or display in support of or in opposition to a person seeking elected office or a ballot measure. Subject to all applicable laws and subject to any Rules and Regulations consistent with the terms of this Indenture established in the sole discretion of the Directors from time to time, no more than one (1) Political Sign on any Lot may be erected, maintained or displayed per candidate or ballot measure and no Political Signs may be erected, maintained or displayed on any Lot except during the period that begins thirty (30) days prior to the election date for such office or ballot measure and ends one week after such election date. Each Owner acknowledges and agrees that the terms of this Article VII, Section 5) are reasonable regarding the time, size, place, number, and manner of display of Political Signs.

- 6) All Lots shall be mowed so that the grass thereon does not grow higher than six (6) inches.
- 7) No junk, garbage, trash, or other debris shall be allowed to exist or accumulate on any Lot, and no trash or garbage can shall be allowed outside the dwelling house on the Lot, except garbage cans for household use which may be temporarily placed outside only on garbage pick-up days. Notwithstanding the foregoing, Owners shall be permitted to construct on a Lot, a trash enclosure for the outside storage of garbage cans provided such trash enclosure consists of 4 foot tall white vinyl fencing or 4 foot tall vinyl clad fencing matching the color of the siding of the residence on the Lot.
- 8) No firearms or pellet or bb guns shall be discharged in the subdivision.
- 9) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot in the subdivision. Dogs, cats, and other domestic household pets shall be allowed in said subdivision; provided, however, any such dog, cat, or domestic pet shall not be allowed off of the Lot of the owner, unless on a leash controlled by some person physically able to prevent said animal from escaping or causing others harm.
- 10) No automobile, motorcycle, or machinery of any kind, may be dismantled, assembled, repaired, or worked on in any manner upon any Lot or street in the subdivision, unless, such repairs are conducted inside a private garage, screened from public view.
- 11) No motor vehicle shall remain on any Lot in an inoperable condition and/or unlicensed for longer than fifteen (15) days, unless same is located in a garage or accessory or outbuilding screened from public view. No commercial trucks, vans or vehicles shall be placed or stored permanently or temporarily in the open, on any street or in an unenclosed carport on any Lot; provided that one (1) commercial truck, van or vehicle with a gross vehicle weight under one (1) ton may be parked in the driveway of a Lot.
- 12) Each Owner shall maintain and keep his Lot in good order and repair and shall do nothing which would be in violation of Law. Trash, rubbish, toys, tools, cases, crates, or any discarded item shall not be left in the front yard of any Lot overnight.
- 13) None of the Lots in the subdivision shall be at any time further subdivided, nor shall any part of a Lot be at any time conveyed.
- 14) All mobile basketball poles or similar structures or improvements of any size, whether, temporary or permanent, on a Lot shall be kept in the driveway or other area of a Lot above the sidewalk line in front of such Lot.
- 15) No Lots may be leased or rented. Any Owner who leases or rents his or her Lot will be subject to a daily fine in an amount to be determined by enactment of a rule or regulation of the Board for each day that such Lot is leased or rented. For the purposes hereof, a Lot shall not to be deemed to be "leased" or "rented" if it is being occupied by someone who is (i) the Owner, based upon the Lincoln County land records, (ii) an Owner's parents or children, or, (iii) in the case of a Lot that is owned by a trust, a beneficiary of such trust, or, in the case of a Lot that is owned by a corporation, limited liability company, partnership or other legal entity, the owner, member, manger, director or executor

of such legal entity. All Lots which are occupied by non-Owners as of the Effective Date of this Indenture shall be grandfathered from the forgoing provisions until such Unit shall be vacated by such non-Owner.

[Signature Page to Follow]

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2024 before me appeared _____, a member of the Board of Directors of Austin Oaks Homeowners Association known to me to be the person who executed the within instrument on behalf of said subdivision and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My term expires:

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2024 before me appeared _____, a member of the Board of Directors of Austin Oaks Homeowners Association known to me to be the person who executed the within instrument on behalf of said subdivision and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My term expires:

EXHIBIT A

LEGAL DESCRIPTION TO BE INSERTED

