

WHEREAS, the undersigned Wayne Herman, Member of HawkLand, LLC., hereinafter referred to as Grantor, has heretofore caused to be divided and platted a subdivision known as Hawks Retreat as shown by plat thereof filed for recorded as Document # 2019-P-000173, of the Jefferson County Land Records, AND

WHEREAS, the Grantor desires to create and establish certain restrictions and restrictive covenants to which all lots in the above named subdivision shall hereinafter be subject, AND

WHEREAS, the Grantor does hereby grant an easement to the Ameren Union Electric Co. of Missouri, AT&T Telephone Co., their successors, assigns, and other proper parties for the purpose of constructing, operating, and maintaining electrical and telephone lines, poles and wires and appurtenances, in, over, under, upon, across, and along all streets, roads, and drives as shown upon said plat; **and ten feet adjacent thereto** for the sole purpose of constructing braces or guy wires, together with a right and authority to trim trees, or to cut down or remove any or all trees or obstructions on the streets, roads, and drives, and ten feet adjacent thereto on each side as aforesaid, which may now or hereafter interfere with construction, operation and maintenance of the lines, AND

NOW THEREFORE, in consideration of the premise, and of the mutual benefits to be derived by the present and future owners of the lots comprising said subdivision, the undersigned does hereby create and establish the following restrictions which shall run against the lots of said Hawks Retreat Subdivision.

1. All lots in the above named subdivision are restricted for single family residential purposes only except the eastern one half of Lot 1 and that portion of Lot 2 lying east of the creek. (see Pp 14) One story residences must have a main floor area of not less than 1500 square feet, and multi-level residences shall have a main floor area of not less than 1100 square feet, all exclusive of basements, garages, porches etc. All building plans must be submitted to the Grantor or his assigns for approval before commencement of construction. All buildings must have the exterior constructed of new material, except that used brick may be used. No Lot in this subdivision may be divided into parcels smaller than 5 acres.
2. Construction of the exterior portion of any building must be completed within 6 months of its commencement. Temporary living quarters shall not at any time be set up in a basement or any structure other than a permanent residence, nor shall any habitation be established in a trailer, tent

or similar type of structure.

3. All permanent improvements shall be maintained in an attractive manner with no visible damage, deterioration, or defects. Otherwise, upon the failure of the owner to replace or repair said damaged or defective condition within 30 days after written notice thereof, the Grantor, or its assign(s) or any other lot's owner(s) may remedy such condition and assess the same against the owner as a lien against his property as provided by law.

4. There shall be no extension or expansion of the roads granted herein, nor of any other easements for any purpose whatsoever, without the express written consent of the Grantor or its assign.

5. A building line is hereby established as follows: For all homes: 100 feet from the center of all roadways; from all other lines, buildings shall be set back a minimum of 25 feet and shall otherwise conform to the Zoning Rules of Jefferson County. Grantor reserves the right to issue variances in cases of extreme topography upon the written request of the lot's owner.

6. No fencing within 100 feet from the streets shall be permitted without the express written consent of the Grantor its assigns, or the Trustees, unless the fencing be of wood or vinyl, not more than 6 feet in height. No signs shall be erected on any lot excepting those advertising the property for sale and shall not exceed six square feet in size.

7. No farm animals, except equine, shall be permitted except that the usual kind and number of domestic pets are permitted, but in no event shall the number of outside pets exceed 4 per Lot. No act or condition shall be permitted in said Plat, which in the determination of the Trustees may constitute a nuisance to owners of lots or residents. This shall include excessive noise of any kind and upon the complaint of 2 or more property owners, the Grantor or the Trustees may institute action whether in court or by police force, to terminate the offensive activity.

8. Garbage, rubbish, bottles, cans or any discarded material or other deleterious substances shall not be permitted to accumulate upon the premises, but the same shall be removed at such frequent intervals as may be necessary to keep the property clean and sanitary. The exterior of all residences and the grounds surrounding any residence must be kept in a neat and orderly condition at all times, and owners shall be required to keep weeds cut on their respective lots. No trucks (except those licensed for 12,000GVW or less) nor automobiles and old machines dismissed from service, nor recreational vehicles and boats, etc. may be kept on the property unless they are stored **out of sight** from any subdivision roadway. In addition, no unlicensed motor vehicles shall be permitted on the subdivision road, except for lawn equipment and golf carts.

9. Separate garages or outbuildings may be erected, constructed and maintained on any lot, provided materials are used that are of equal aesthetic value of the home. All detached garages and other structures shall be constructed to the rear of the main residence and the location of said structures must be approved by the Grantor or his assigns.

10. The obligation and expense of operating and maintaining the roadways, drives and streets and waterways shall be the responsibility of the owners of the lots or residences in the subdivision, their heirs or assigns. At such time as 66% of the lots in said subdivision have been sold, it shall be the responsibility of the lot owners to elect 3 Trustees who shall serve for a period of three years. Said Trustees shall have the right, power and authority to manage, control, direct and provide for the maintenance and operation of all aforesaid roadways and other common

property, located in, or provided for by the said subdivision. Said Trustees and their successors shall also have the right, power, authority and duty to fix, determine, assess and levy against the said lot owners an amount sufficient to maintain and operate said roadways and other common property. Such assessment and levy shall not exceed in any one year the sum of \$250.00 per lot, or residence (if more than 1 per original plat) provided, however, in the event that the Board of Trustees determines that an additional assessment is necessary, such additional amount can be levied upon the approval of 66% of the owners of the lots in said subdivision. Until such time as said Trustees are elected, the annual assessment shall be paid to the Grantor and be deposited in a separate account for that purpose. All assessments and levies herein provided shall be against the said respective lot owners, **their heirs, assigns or legal representatives**, and shall run from July 1 to June 30 of each calendar year, provided, however, that the undersigned Grantor, his successor(s) or assign(s) shall **not be subject to or held liable** for any assessments referred to herein, for any lots which he or his successor(s) or assign(s) owns in said subdivision. Any assessment which is not paid within 30 days after notice of such levy, shall become a lien against the property, and shall accrue interest at the rate of 1 1/2 % per month until paid. In addition to interest, reasonable attorney's fees and collection costs may also be charged to the delinquent owner. Each Trustee shall own ~~at least one~~ lot in said subdivision, and shall be elected by plurality of the lot owners and shall serve without pay. Each lot's owner(s), present in person, or by duly authorized agent at **such meeting**, or at any other duly called meeting of the lot owners shall be entitled to one vote **for each** lot owned in the subdivision. The qualifications and terms of office of such Trustees and their rights, powers and duties, in addition to the rights, powers and duties as set forth herein, shall be fixed in such a manner, from time to time, as the majority of lot owners may determine. Notice of such meeting to elect Trustees shall be posted in at least 2 conspicuous places in said subdivision at least 30 days prior to such election. **Each property's owners shall be responsible for repairs to said roads damaged during construction of their homes or other improvements.** Culverts when necessary and required by the grantor, its successor(s) or assign(s), or by the Trustees, of sufficient capacity for the proper drainage of the streets drives and roadways, ~~may~~ be installed and maintained by the lot owner(s) at their expense, and also at all private entrances to their property.

11. The Grantor, his successor(s) or assign(s) reserves the right to modify, amend, release or extinguish in writing any and all of the foregoing provisions and restrictions at any time, so long as said Grantor, his successor(s) or assign(s) shall own any unsold lots in said subdivision. After all lots are sold by the Grantor, his successor(s) or assign(s), the within and foregoing provisions and restrictions may be modified, amended, released or extinguished at any time by written consent of the owners of at least 66% of the lots in said subdivision, duly signed and acknowledged and filed for record in the Recorder's Office of Jefferson County, Missouri as required by law.

12. The Grantor, its successor(s) or assign(s), the Trustees and any lot owner or any person having any right, title or interest in and to any lot in said subdivision, shall have the right to prevent or stop any violation of any section of the written and foregoing restrictions and provisions by injunction or other lawful procedure and to recover for any damages suffered and awarded as a result of such violation.

13. The Grantor, its successor(s) or assign(s), and the Trustees shall not personally be responsible for any act in which they are empowered to exercise their judgment and discretion, and shall only be held accountable for their willful misconduct. The shall not be required to expend any money and then, only such sums for maintenance and improvements as they, in their sole discretion, may deem necessary.