

**VINELAND FARMS
DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS DECLARATION, made this fourteenth day of October, 1975, by RIESMEYER CORPORATION, a Missouri corporation, hereinafter referred to as Developer.

WITNESSETH:

WHEREAS, Developer is the owner of the real estate described in Article II of this Declaration and desires to subject said real estate and such additions as may hereafter be made thereto, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer deems it desirable and necessary to create an agency to administer and enforce the covenants and restrictions and to collect and disburse the assessments and charges hereinafter created.

NOW, THEREFORE, in consideration of the premises Developer declares that the real estate described in Article II, and such additions as may hereafter be made thereto, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE I
DEFINITIONS**

The following terms when used in this Declaration shall have the following meanings:

- (a) "Articles" means the Articles of Incorporation of the Association.
- (b) "Association" means the Vineland Farms Lot Owners Association, a Not-For-Profit Corporation organized under the laws of Missouri.
- (c) "Board" means the Board of Directors of the Association.
- (d) "Bylaws" means the bylaws of the Association.
- (e) "Common Property" means those areas of land shown on any recorded subdivision plat which is held for the use of members of the Association and their guests.
- (f) "Improvements" mean all buildings, outbuildings, streets, roads, driveways, parking areas, fences, retaining and other walls, hedges, poles, antenna and any other structure of any type or kind.
- (g) "Lot" shall mean a numbered tract at Vineland Farms.
- (h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot within Vineland Farms, including a mortgagee who has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure, and a contract purchaser.
- (i) "Member" shall mean and refer to all those owners who are members of the Association as hereinafter provided.

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

Section 1. Existing property. The real estate which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Jefferson County, Missouri, and is more particularly described in Exhibit A which is attached hereto.

Section 2. Additions to Existing Property. Additional real estate may become subject to this Declaration in the following manner, to-wit: The Developer may from time to time add such additional land as is now owned or hereafter owned by Developer, provided that the land so added shall at that time be bound by all of the terms of this Declaration and any future modifications thereof. Developer is under no obligation to add additional land to the existing property.

**ARTICLE III
LAND USE**

(a) **Lots.** None of the lots in Vineland Farms may be improved, used or occupied for commercial purposes. No flat or apartment house, although intended for residential purposes, may be erected on any lot. Any residence erected or maintained on any lot shall be designed for occupancy by a single family.

(b) **Height Limitation.** No residence erected on any of said lots shall be more than two (2) stories above ground.

(c) **Size Requirements.** Any residence consisting of a single level above ground shall contain a minimum of 720 square feet of habitable floor space. Any two-story residence shall contain not less than 1,000 square feet of habitable floor space.

(d) **Building Lines.** No part of any residence shall be located on any lot nearer than 100 feet to any front or side street or any side boundary line.

(e) **Camping.** Owners may use their lots as temporary campsites and may place thereon tents, campers and recreational vehicles; provided that all such tents, campers and recreational vehicles shall be removed from such lot upon the owner vacating the premises.

(f) **Commercial Activities.** No commercial activities of any kind shall be conducted on any lot, but nothing herein shall prohibit the carrying on of promotional activities by the Developer, or the utilization by the Developer of one or more lots in connection with its business.

(g) **Livestock.** No poultry, livestock or animals of any kind, other than household pets, shall be brought on to or kept on the subdivision; and no more than two dogs, cats or other such household pets may be kept or maintained on any lot; provided, however, that any combination of cows and horses, not exceeding two in number plus one offspring may be maintained on any lot if said lot is adequately fenced and suitable stable is provided.

(h) **Sanitary Waste Disposal.** No outside toilets shall be erected or maintained on any lot.

(i) **Nuisances.** No noxious or offensive activities or nuisances shall be permitted on any Campsite.

(j) **Signs.** No person except the Developer shall erect or maintain any sign or advertisement on any lot, except normal "for sale" signs.

(k) **Garbage and Refuse Disposal.** No person shall burn garbage or other like refuse on any lot. Garbage and like refuse shall be placed and kept in approved receptacles for the same. No person shall permit the accumulation of litter or refuse or junk vehicles on any lot. If litter or refuse is allowed to accumulate on any lot, the Association shall have the right, through its agents and employees to remove the said litter and refuse and the cost thereof shall be added to the annual assessment to which said lot is subject. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any such work.

(l) **Ditches and Swales.** All drainage ditches and swales located on a lot shall be kept free and unobstructed and in good repair. Culverts shall be installed upon each lot as may be reasonably required for proper drainage.

(m) **Drilling and Mining.** No drilling, refining, quarrying or mining operation of any kind shall be permitted on any lot, except for the drilling for water or digging of water wells.

(n) **Vehicle Parking.** No vehicle shall be parked on any street or roadway within the Development.

(o) **Burning Permits.** No open fires shall be permitted without a burning permit secured from the Association. Fires shall be contained within approved camp stoves or fire boxes.

(p) **Mobile Homes.** No mobile home shall be placed upon any lot in Vineland Farms except those lots designated for mobile homes in Exhibit B which is attached hereto; provided, however, that the Developer reserves the right to amend said Exhibit B from time to time to add additional lots to those designated for placement of mobile homes. All mobile homes shall be skirted and installed on approved concrete pads prior to occupancy, shall be kept and maintained in good condition, shall be no less than 12 feet wide, shall contain not less than 600 square feet of habitable living space and shall have been manufactured no earlier than three years prior to placement. No mobile home shall be placed upon any lot without the written approval of the Committee. All mobile homes shall conform to all state and county regulations.

**ARTICLE IV
THE ENVIRONMENTAL COMMITTEE**

(a) **Committee Membership.** The Committee shall be composed of three members, to be appointed by the Developer. Committee members shall be subject to removal by the Developer and any vacancies from time to time existing shall be filled by the Developer, or in the event of the Developer's failure to do so within two (2) months after any such vacancy, then by the Association through action of the Board. The power to appoint or remove Committee members shall be transferred to the Association when ninety-five per cent (95%) of all lots in Vineland Farms are owned by persons other than the Developer.

(b) **General Powers.** All improvements and structures constructed or placed on any lot other than by the Developer must first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. The application shall be accompanied by two sets of plans and specifications, shall show the location of all improvements, if any, existing upon said lot, the location of the improvement proposed to be constructed, the color and composition of all exterior materials to be used, proposed landscaping, and any other information which the Committee may require, including soil, engineering and geological reports and recommendations.

(c) **Grounds for Disapproval.** The Committee may disapprove any application:

- (1) If such application does not comply with this Declaration;
- (2) If the Committee is not reasonably satisfied with grading plans, location of the proposed improvement on a lot, finished ground elevation, color scheme, finish, design proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon; or
- (3) If, in the judgment of a majority of the Committee, the proposed improvement will not be harmonious with Vineland Farms, or with the improvements erected on other lots.

(d) **Rules and Regulations.** The Committee shall, from time to time, adopt written rules and regulations of general application governing its procedures which shall include, among other things, provisions for the form and content of applications.

(e) **Variances.** The Committee may grant reasonable variances or adjustments from the Declaration where, in the opinion of the Committee, literal application thereof results in unnecessary hardship and the granting of such variance will not be materially detrimental or injurious to owners of other lots.

(f) **Certification of Compliance.** At any time prior to completion of construction of an improvement, the Committee may require a certification, upon such form as it shall furnish, from the contractor, owner or a licensed surveyor that such improvement does not violate any set-back rules, ordinance or statute, nor encroach upon any easement or right-of-way record.

(g) **Administrative Fees.** As a means of defraying its expense, the Committee may institute and require a reasonable filing fee to accompany the submission of an application, to be not more than one-fourth of 1% of the estimated cost of the proposed improvement, subject to a minimum fee of \$5.00. No additional fee shall be required for resubmission of any application.

(h) **Liability.** Notwithstanding the approval by the Committee of plans and specifications or its inspection of the work in progress, neither it, the Developer, the Association, nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.

(i) **Appeals.** Any applicant shall have the right to appeal to the Board any decision of the Committee within thirty (30) days after entry of such decision.

ARTICLE V THE ASSOCIATION

(a) **Creation.** Developer intends to form Vineland Farm Lot Owners Association, as a Missouri Not-For-Profit corporation, to further and promote the common interest of lot owners at Vineland Farms. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles and bylaws.

(b) **Members.** The owner of each lot at Vineland Farms, including the Developer, by reason of ownership thereof, shall become a member of the Association. Only members shall be entitled to vote. There shall be one voting member for each lot, regardless of the number of persons who may have an ownership interest in such lot or the manner in which title shall be held by them. The voting member shall be designated in writing at the request of the Association.

(c) The rights, duties and privileges and obligations of membership in the Association shall be as set forth in its Articles and bylaws.

ARTICLE VI ASSESSMENTS

(a) **General.** Pursuant to the powers granted in its Articles and bylaws, the Association is expressly authorized and empowered to levy uniform annual and special assessments against all lots in Vineland Farms, to be paid to the Association for the purpose of providing a general fund to enable the Association to perform its duties; provided, however, no such assessment shall be levied against any lot owned by the Developer. Prior to the year ending December 31, 1978, the annual assessments shall not exceed fifty dollars (\$50.00).

(b) **Application of Assessments.** Such assessments shall be applied by the Association to the payment of the cost of the following:

(1) To enforce any or all restrictions which may be imposed on any lot in Vineland Farms.

(2) To pay all expenses incurred in connection with the lawful business of the Association or incidental to the conduct thereof.

(3) To provide for the maintenance of all streets and roads in Vineland Farms not otherwise maintained by the State of Missouri or the County of Jefferson.

(4) To beautify and keep neat and in good order all public areas and common grounds; to provide any neighborhood services not provided by governmental authorities; and to do all lawful things and acts which the Association at any time and from time to time shall in its discretion determine to be for the best interest of the owners and purchasers of lots in Vineland Farms.

(d) **Collection and Lien.** The amount of the assessment levied by the Association shall be paid to it within ninety (90) days of the date after which it has been fixed and levied by the Board, which date shall be set forth in the notice of assessment sent by U.S. Mail postage prepaid to the owner or purchaser of each lot at the address shown on the Association's records. If not so paid, the assessment shall become delinquent, and the amount of such assessment, plus interest at the maximum rate provided by law from the date of delinquency and all costs of collection, including reasonable attorneys' fees, shall constitute and become a lien on the lot so assessed. The Board shall record in the office of the Jefferson County Recorder of Deeds a notice of lien which shall state the amount of such assessment and such other charges and a description of the lot which has been assessed. Such notice shall be signed by the Secretary of the Association on behalf of the Association. Upon payment of said assessment and charges, interest and costs, the Board shall cause said lien to be satisfied and released of record.

(e) **Priority of Lien.** Conveyance of any lot shall not affect any lien for assessments provided herein. Such lien shall be prior to all other liens recorded subsequent to said notice of assessment.

(f) **Enforcement.** The Lien provided for herein may be enforced by public sale by the Association in like manner as a mortgage with power of sale under the provisions of the Revised Statutes of Missouri, and, in such event, the Association may be a bidder at such sale. The Association may also pursue any other remedy against any owner owing money to it which is available to it by law or equity for the collection of debt.

(g) **Proof of Payment.** Upon request, the Association shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.

(h) **Suspension.** The Association shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of membership on account of the ownership of any lot unless or until all assessments and charges to which said lot is subject have been paid.

ARTICLE VII EASEMENTS

The following easements over each lot and the right to ingress and egress to the extent reasonably necessary to exercise such easements, are reserved to the Developer, its successors, assigns and licensees:

(a) **Utilities.** A strip over, under, across and through each lot within the Development for the installation, maintenance and operation of utilities, including, but not limited to, electric power, gas, telephone, radio and TV transmission cables, and the accessory right to locate guy wires, braces or anchors or to cut, trim or remove trees and plantings wherever necessary upon any such lot in connection with such installation, maintenance and operation.

(b) **Private Streets.** All of the streets and roadways shown on the recorded Plats of Vineland Farms shall be private streets for the use of the Developer and all lot owners of Vineland Farms and their successors and assigns. The Developer, on behalf of itself, its successors, assigns and licensees, reserves an easement over, upon and under said streets and roadways for installation, maintenance and operation of utility services; for purposes of drainage control; for access to all lots and other Common Properties by owners and purchasers of lots, and for use by any governmental vehicle or employee. Developer reserves the right to construct additional streets and roadways in the development and reserves the right to change the grade along the streets and roadways and regrade the land adjacent thereto where necessary in the opinion of the Developer for the proper development of Vineland Farms.

(c) **Other Easements.**

(1) The right to remove from any lot dirt, trees and/or other natural material for any purposes which Developer deems necessary for construction or other purposes.

(2) An easement in favor of the Developer, its agents, employees, assigns, licenses and successors upon the lots of Vineland Farms for the enforcement of this Declaration.

(d) **Use or Maintenance by Owners.** The areas of any lot affected by the easements reserved herein shall be maintained continuously by the owner or purchaser of such lot, but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purpose herein set forth. Improvements within such areas shall be maintained by the owner except those for which a public authority or utility company is responsible.

(e) **Liability for Use of Easements.** No owner shall have any claim or cause of action against the Developer, its successors or assigns, or its licensees arising out of the exercise or nonexercise of any easement reserved hereunder or shown on the Plat, except in cases of wilful or wanton misconduct.

ARTICLE VIII ANNEXATION

(a) **Property to be Annexed.** The Developer may from time to time in its sole discretion annex to Vineland Farms any other real property which is contiguous, adjacent, or in proximity to Vineland Farms.

(b) **Manner of Annexation.** The Developer shall effect such annexation by recording a Plat of the real property to be annexed and by recording a Supplemental Declaration which shall:

(1) Describe the real property being annexed and designate the permissible uses thereof;

(2) Set forth any new or modified restrictions or covenants which may be applicable to such annexed property, including limited or restrictive uses of Common Property; and,

(3) Declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of these Restrictions. Upon the recording of such Plat and Supplemental Declaration, the annexed area shall become a part of Vineland Farms and shall be subject to the provisions hereof as supplemented, as fully, as if such area were part of Vineland Farms on the date of recording this Declaration.

**ARTICLE IX
UTILITY SERVICES**

(a) **Water.** The Developer will not provide a water distribution system to serve Vineland Farms. The owner of each lot will provide a well or wells to serve the water needs of said lot and the residence to be constructed thereon.

(b) **Sewer System.** The Developer will not provide sanitary sewage treatment facilities to serve Vineland Farms. Each lot owner will be required to provide individual sewage treatment systems to service the sanitary sewer needs of said lot.

(c) **Electrical Power.** The Developer will not provide electric service to the lots within Vineland Farms. Vineland Farms is within the Service area of Union Electric Co. Electric service is available to the various lots within the development upon application of the individual lot owner.

**ARTICLE X
REMEDIES**

(a) **Enforcement.** The Developer and the Association, for whose benefit this Declaration inures, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provision of this Declaration, and the Court in such action may award the successful party reasonable expenses in prosecuting such action, including attorneys' fees.

(b) **Suspension of Privileges.** The Board may suspend all voting rights of all members and all rights of members and associate members to use the Association's Common Property for any period during which any Association assessment remains unpaid, or during the period of any continuing violation of the provisions of these Restrictions by such person after the existence thereof has been declared by the Board.

(c) **Cumulative Rights.** Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude resort to any other remedy at law or in equity. No delay or failure on the part of the Developer or the Association to invoke an available remedy in respect of a violation of any provisions of this Declaration shall be held to be a waiver of any right available to them upon the reoccurrence or continuance of said violation or the occurrence of a different violation.

**ARTICLE XI
GRANTEE'S ACCEPTANCE**

Each grantee or purchaser of any lot, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Declarant, the Developer or a subsequent owner thereof, shall accept such deed or contract upon and subject to each and all of the provisions of this Declaration and any amendment thereto, and to the jurisdiction, rights, powers, privileges and immunities of Declarant, the Developer, and of the Association. By such acceptance such grantee or purchaser shall for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and lessors, covenant, consent and agree to and with the Developer and the grantee or purchaser of each other lot to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

**ARTICLE XII
SEVERABILITY**

Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

**ARTICLE XIII
CAPTIONS**

Captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

**ARTICLE XIV
TERM AND AMENDMENT**

These Restrictions shall affect and run with the land and shall exist and be binding upon all parties claiming under them until January 1, 1983, after which time the same shall be extended automatically for successive periods of ten (10) years each, unless changed in whole or in part in accordance with the provisions of this article. Prior to January 1, 1983, this Declaration may be amended by the affirmative vote of the owners of ninety percent (90%) of the lots in the Development and thereafter by a majority of said owners by recording an amendment to this Declaration duly executed by the requisite number of such owners required to effect such amendment, certified by the Secretary of the Association. Each lot shall be entitled to one vote on such proposition.

**EXHIBIT "A"
TO
VINELAND FARMS
DECLARATION OF COVENANTS AND RESTRICTIONS**

A tract of land in part of Sections 27, 28 and 33, Township 39 North, Range 4 East, Jefferson County, Missouri, more fully described as Vineland Farms Subdivision. Recorded in Book 64, Page 12, October 10, 1974, at the County Recorders Office in Hillsboro, Missouri.

**EXHIBIT "B"
TO
VINELAND FARMS
DECLARATION OF COVENANTS AND RESTRICTIONS**

The following lots are designated as lots for the placement of mobile homes in Vineland Farms: Lots 22 through 37, inclusive.

The developer reserves the right to amend this Exhibit "B" so as to designate all or any of Lots 38 through 72 inclusive as suitable for the placement of mobile homes.

IN WITNESS WHEREOF, Declarant has executed these Restrictions this _____ day of _____, 19____.

RIESMEYER CORPORATION

By _____

Developer

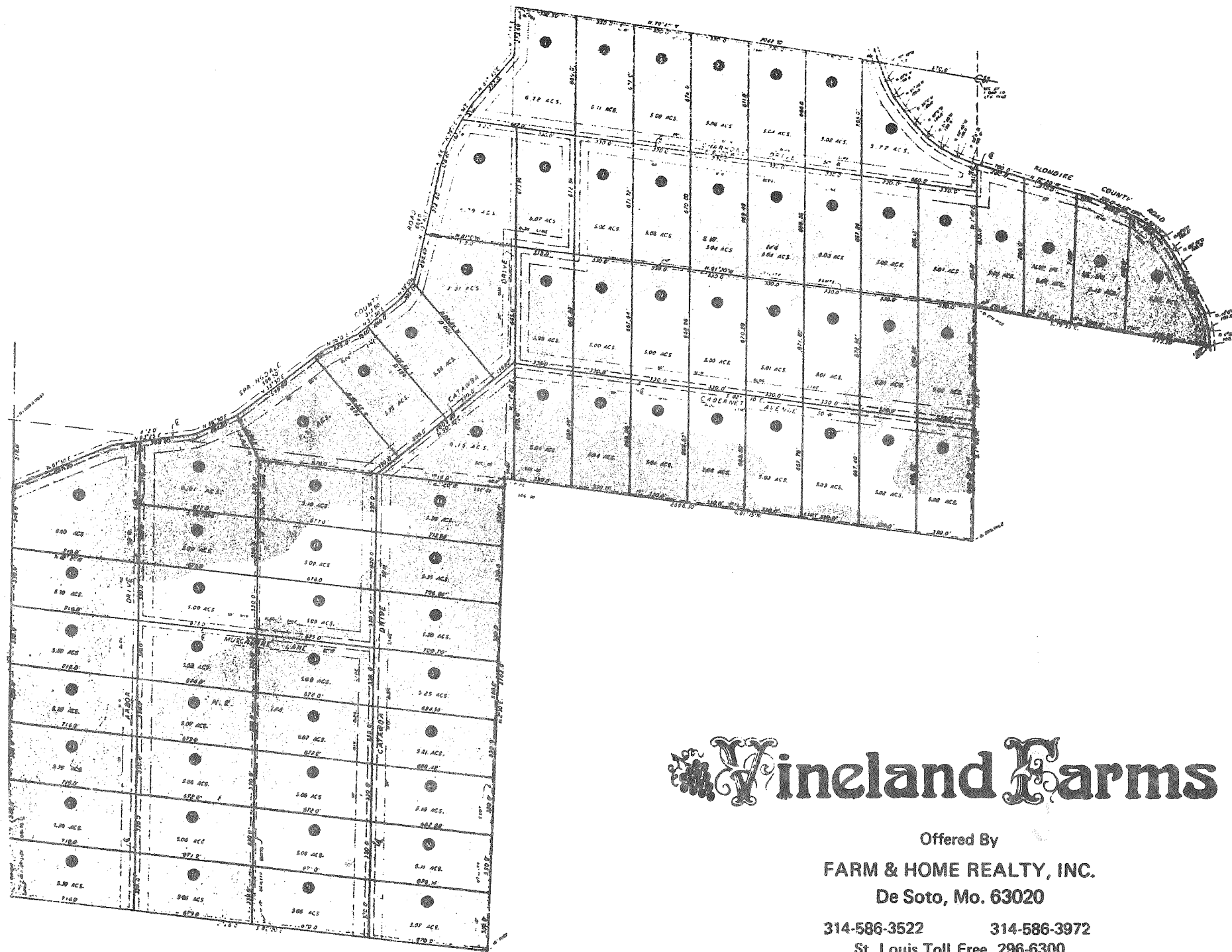
STATE OF MISSOURI)
OF) ss
)

On this _____ day of _____, 1975, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of Riesmeyer Corporation, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public

My commission expires _____



Vineland Farms

Offered By

FARM & HOME REALTY, INC.

De Soto, Mo. 63020

314-586-3522

314-586-3972

St. Louis Toll Free 296-6300