Final Plat Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only

Case No.: 031-25
Filing Fee: $0
Received: 7/25/25
Subdivision No.: 25-030
Proj. No.: _____

Applicant: OWN, Inc. Phone No.: 417.782.7399

Address: 811 E 3rd St. Joplin, MO 64804 Email: agonzalez@weareown.com

Owner: Schuber Mitchel Homes Phone No.: 417.680.4038

Address: 2340 S. Range Line Rd Joplin, MO 64804 Email: aelivo@schubermitchell.com

Location of Property: 3534-3318 N St. Louis Ave Joplin, MO

Present Use of Property: Residential Zoning: R-1-PD

Design Professional who Prepared the Plat: Ron Wallace

Phone No.: 417.782.7399 Email: rwallace@weareown.com

Name of Subdivision: Emerald Glades Phase 3

Total Acres: 11.42 acres Total Lots: 48 lots

Instructions:
The following checklist is to be completed **by the applicant** and shall accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No," a written explanation should accompany this checklist.

To be shown on plat: The following information is **required** to be shown on the plat.

Yes	No	
☒	○	Name of the subdivision

X	○	Location of section, township, range, county, and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct
X	○	Location of monuments or benchmarks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments
X	○	The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines
X	○	Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block
X	○	Exact locations, widths and names of all streets and alleys to be dedicated. Street names coordinate with existing city streets
X	○	Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use
X	○	Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission
X	○	Building setback lines on the front, side, and rear property lines dimensions. Meet minimum zoning requirements
X	○	Name and address of the registered land surveyor preparing the plat
X	○	Scale of plat, 1" = 100' or larger, date or preparation and north point
X	○	Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated

Submission of Documents: The following documents **must** be submitted in addition to this application.

Yes	No	
X	○	Was the original on mylar, and 20 paper copies submitted?
X	○	Was a .pdf copy, ArcGIS-compatible shapefile, and .docx of legal description submitted on thumb drive?

○	⊗	Was a bond or letter of credit submitted?
⊗	○	Has certification been submitted stating that all taxes and special assessments due and payable have been paid?
⊗	○	Is the signature of owner(s) and, as necessary, mortgager(s) on plat?
⊗	○	Are dedications or reservations signed over on plat?
⊗	○	Has the surveyor preparing plat stamped and signed?
⊗	○	Has a copy of any deed restrictions or covenants been provided?
○	⊗	Are additional comments attached?

Final plats that do not meet subdivision regulations will **not** be processed or scheduled on an agenda to the Planning and Zoning Commission until corrected.

Signature: Lillian Bryant **Date:** 7/24/2025

Recorded In Jasper County, Missouri
Recording Date/Time: 10/29/2024 at 12:55:51 PM
Book: 2736 Page: 10
Instr #: 2024014322
Type: REST
Pages: 21
Fee: $84.00 S 20240014226
Charlotte Pickering
Recorder of Deeds

After Recording Return to:
Schuber Mitchell Homes, LLC
3331 N. Rangeline Rd.
Joplin, MO 64801
866-499-8919

Declaration of Covenants, Conditions and Restrictions for Emerald Glades Subdivision City of Joplin, Jasper County, Missouri (All Phases in Subdivision)

THIS Declaration of Covenants, Conditions and Restrictions, referred to herein as the "Declaration", is made this 29 day of October, 2024, by Schuber Mitchell Homes, LLC, a Missouri limited liability company, referred to herein as "Declarant", concerning the residential subdivision known as Emerald Glades Subdivision, referred to as "the Subdivision".

WITNESSETH

WHEREAS, the Declarant is the Owner of real property located in Jasper County, Missouri, being more fully described in Exhibit A attached to this Declaration and incorporated herein by reference, sometimes referred to herein as the "Property"; and

WHEREAS, the Declarant is in the process of developing and platting the aforesaid Property into a residential community, and contemplates subdividing such Property into individual, quality, single-family or multi-family Lots, and, in addition, contemplates setting aside certain tracts of land for common landscaped areas, for signs identifying the Subdivision and other amenities; and

WHEREAS, the Declarant desires that the entire Subdivision constitute a single-family and multi-family residential community, with rights and obligation toward the Ownership and maintenance of landscaped common areas at or near the entries to the Subdivision, as well as the signs identifying the Subdivision; and

WHEREAS, the total development of the Subdivision residential community will take several years;

WHEREAS, the Declarant desires to provide for building and use restrictions to promote and ensure that the Subdivision is a quality residential community, that all homes are constructed of quality materials and workmanship and are compatible with other homes in the Subdivision, and to protect the property values of all Owners within the Subdivision;

WHEREAS, the Declarant desires and aspires for the Subdivision to grow and mature into an environment where all members of Emerald Glades Subdivision feel a sense of comfort and belonging; and the Declarant additionally desires for each Owner to be friendly, respectful, trustworthy, and gracious to one another and that this Declaration facilitates and promotes such a sense of community.

NOW THEREFORE, in consideration of the foregoing and for the purpose of enhancing and protecting the value and desirability thereof, the Declarant hereby declares and subjects all of the Property described in Exhibit A, now known as Emerald Glades Subdivision, to the covenants, charges, assessments, conditions, and restrictions set forth in this Declaration, all of which shall run with said Property and shall benefit and be binding upon all parties and all persons owning all or any part thereof, and their heirs, personal representatives, successors, and assigns. Any and all contracts, purchase agreements, or Deeds affecting any of the Property or Lots therein shall be deemed to have these covenants and restrictions incorporated therein by reference, and any and all such contracts, purchase agreements, or Deeds affecting any of the Property or Lots therein shall be conclusively held to have been executed, delivered, and accepted with full knowledge of all covenants and restrictions contained herein. Furthermore, it is expressly declared and agreed that these covenants also benefit the Declarant and future Owners of the Property because of the interest of the Declarant and such future Owners in having the entire Property maintained in an attractive manner for the benefit of all Owners of any portion of the Property.

STATEMENT OF DECLARANT'S INTENTIONS REGARDING THE SUBDIVSION

It is the Declarant's belief that good neighbors tend to share meals, tools, and phone numbers. Good neighbors keep their lawns, pets, noise levels, and gossip in check. In short, good neighbors look out for one another, are genuinely friendly, and trust that their fellow neighbors have their best interest at heart. The Declarant intends for the Owners to seek to be the best neighbors possible to one another, and in doing such, our community will continually strive to: (i) welcome new residents and foster and maintain those relationships, (ii) offer assistance when a neighbor is in either stated or apparent need; (iii) graciously receive help when a neighbor extends a hand; (iv) trust each other and assume the best in each interaction; (v) respect other families' property, time, and resources; and (vi) do our part to create a community where every resident loves coming home. Please, do to others as you would have them do to you.

SECTION I
CONCEPTS AND DEFINITIONS

The following words, whether or not capitalized, when used in this Declaration or in any amended or supplementary Declaration (unless the context shall otherwise clearly indicate or prohibit), shall have the following respective concepts and meanings:

"Amended Declaration" shall mean and refer to each and every instrument recorded in the Records which amends, supplements, modifies, clarifies or restates some or all of the terms and provisions of this Declaration.

"Architectural Control Committee" or **"ACC"** shall mean and refer to that particular committee which may be from time to time appointed or selected pursuant to Section II hereof.

"Articles" shall mean and refer to the Articles of Incorporation of the Association, as the same may be from time to time duly amended or modified.

"Assessments" shall mean any charge levied against a Lot, Owner, etc. pursuant to this Declaration.

"Association" shall mean and refer to the Emerald Glades Home Owners Association, which shall be formed as an Missouri non-profit corporation which has the power, duty and responsibility of maintaining and administering certain portions of the Subdivision and all of the Common Properties, administering and enforcing the Declaration, and otherwise maintaining and enhancing the quality of life within the Subdivision.

"Board" or **"Board of Directors"** shall mean and refer to the Board of Directors of the Association.

"Building Contractor" shall mean a general contractor, building contractor, construction manager, architect, or Owner, provided that such person meets the criteria established by the ACC under the provisions of Section II.

"Bylaws" shall mean and refer to the Bylaws of the Association, as adopted and amended from time to time in accordance with the provisions of this Declaration and the Missouri Non-Profit Corporation Act or other applicable laws promulgated by the State of Missouri.

"City" shall mean and refer to the City of Joplin, Jasper County, Missouri.

"Common Properties" shall mean and refer to any and all areas of land within the Subdivision which are known, described or designated as green areas, common areas, the Streets, any controlled access areas and monitoring devices, Street lighting and signs (and all elements thereof), detention ponds, entryways, monuments, perimeter fences and walls, off-site monuments and directional signs, landscape easements, and any greenbelt and the like, including, without limitation, those shown on any Plat, as well as those not shown on a Plat but which are intended for or devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or that may hereafter be constructed thereon. The "**Common Properties**" shall also include any and all public right-of-way lands for which the City has required that the Declarant and/or the Association expend private, non-reimbursable time and monies to care for and maintain, such as, but not limited to, Street medians or park areas.

"Completion" shall mean the date of the completion of construction of Dwellings on one hundred percent (100%) of the Lots in the Subdivision and the closing of the sale of one hundred percent (100%) of said Lots with the Dwelling constructed thereon.

"Covenants" shall mean and refer to all covenants, conditions, restrictions, easements, charges and liens set forth within this Declaration or any Amended Declaration.

"Days" as used herein shall mean calendar days, with the exception of "business days" which term shall mean each day except for any Saturday, Sunday or legal holiday under the laws of the State of Missouri or the United States of America.

"Declarant" shall mean and refer to Schuber Mitchell Homes, LLC, and any or all successors and assigns thereof with respect to the voluntary disposition of all (or substantially all) of the right, title and interest of Schuber Mitchell Homes, LLC in and to the Subdivision; provided

however, no Person merely purchasing one or more Lots from Schuber Mitchell Homes, LLC or its successors or assigns in the ordinary course of business shall be considered a "Declarant."

"Declaration" shall mean and refer to this particular instrument entitled: "Declaration of Covenants, Conditions and Restrictions for Emerald Glades Subdivision, City of Joplin, Jasper County, Missouri," together with any and all amendments or supplements hereto.

"Deed" shall mean and refer to any deed, assignment, testamentary bequest, muniment of title or other instrument, or intestate inheritance and succession, conveying or transferring fee simple title in a Lot.

"Development Period" shall mean a period commencing on the date of the recording of the original Declaration in the Records and continuing thereafter until and ending on the earlier of (a) the date of the completion of construction of Dwellings on seventy-five percent (75%) of the Lots in the Subdivision and the closing of the sale of seventy-five percent (75%) of said Lots with the Dwelling constructed thereon, or (b) the date the Declarant voluntarily terminates the Development Period by recording a written notice of such termination in the Records.

"Director" shall mean and refer to any duly elected member of the Board.

"Dwelling" shall mean and refer to any building or portion of a building situated upon any Lot that is designed and intended for Residential Use.

"Front Yard" shall mean and refer to (a) as to interior Lots, the front yard area of the dwelling between the Street (on the one hand) and the dwelling exterior and fence (on the other hand) and (b) as to corner Lots, the front yard area of the dwelling between the Street (on the one hand) and the dwelling exterior and fence (on the other hand), and that potion of the side yard area exposed to the Street, between the Street (on the one hand) and the dwelling exterior and fence (on the other hand), but excluding patios, courtyards and fenced areas, unless otherwise defined by the Board.

"Improvement" shall mean any physical change to raw land or to an existing Structure which alters the physical appearance, characteristics or properties of the land or Structure, including but not limited to the new construction of a Structure or Structures and related amenities, adding or removing square footage area or space to or from a Structure, painting or repainting a Structure, or in any way altering the size, shape or physical appearance of any Structure or any building or other improvement, temporary or permanent, located on any Lot.

"Lot" shall mean and refer to each separately identifiable portion of the Subdivision which is (a) platted into individual Lots and becomes a part of the Subdivision pursuant to a Plat filed and recorded in the Records, (b) assessed by any one or more of the applicable governmental or other taxing authorities, (c) to be used solely for a Residential Use and (d) not intended to constitute any portion of the Common Properties. "Lots" shall mean and refer to more than one Lot.

"Member" shall mean and refer to each Resident or Owner, who is in good standing with the Association, who has filed a proper statement of residency with the Association, who has complied with all directives and requirements of the Association, and who otherwise satisfies the requirements set forth in Section II. B. hereof.

"Owner" shall mean and refer to the holder(s) of record title to the fee simple interest of any Lot whether or not such holder(s) actually reside(s) on any part of the Lot, excluding those having any such interest merely as security for the performance of an obligation.

"Person" shall mean an individual, partnership, joint venture, corporation, limited liability company, joint stock company, trust (including a business trust), unincorporated association or other entity, or a government or any political subdivision or agency thereof.

"Plat" or **"Plats"** shall mean and refer to the final Subdivision Plat or plats of the Subdivisions, which have been approved by the City and filed and recorded in the Records.

"Property" shall mean the real property, together with all improvements, easements, rights and appurtenances thereto, located in Jasper County, Missouri, being more fully described in Exhibit A attached to this Declaration and incorporated herein by reference.

"Rear Yard" shall mean the area to the rear of the house that is enclosed by fence.

"Records" shall mean the Public Real Estate Records as maintained in the office of the Circuit Clerk and Ex-Officio Recorder of Jasper County, Missouri, including the Map and Plat Records of Jasper County, Missouri.

"Resident" shall mean and refer to:

(a) each Owner of the fee simple title to any Lot within the Subdivision; and

(b) each Person residing within any part of the Subdivision who is a bond-fide lessee pursuant to a legally cognizable lease agreement with an Owner; and

(c) each individual lawfully domiciled in a Dwelling other than an Owner or bona-fide lessee.

"Residential Use" shall mean and refer to any use and/or occupancy of any Lot as a dwelling by a single person, a couple, a single family or a permitted family size group of persons approved by the Board.

"Streets" shall mean the right-of-way of all private Streets, sidewalks and other rights-of-way situated within, and shown on the Plats, together with all pavement, curbs, Street lights, signs and related facilities thereon.

"Structure" shall mean and refer to: (a) any device or thing, other than trees, shrubbery (less than two (2) feet high if in the form of a hedge in respect to a Lot) and landscaping (the

placement of which upon any Lot shall not adversely affect the appearance of such Lot), including but not limited, to any Dwelling, building, improvement, parking facility or area, garage, porch, shed, greenhouse or bathhouse, cabana, coop or cage, covered or uncovered patio, swimming pool, play apparatus, fence, curbing, paving, wall or hedge (more than two (2) feet high if in the form of a hedge in respect to a Lot), signboard or other living quarters or any temporary or permanent improvement to any Lot; (b) any excavation, fill or ditch; (c) with respect to Lots and, any enclosure or receptacle for the concealment, collection and/or disposition of refuse; and (d) any change in the grade of any Lot which involves a change of more than three (3) inches from the existing grade initially approved by the applicable ACC.

"Subdivision" or **"Subdivisions"** shall mean and refer to a subdivision or subdivisions of all or a portion of the Property, in accordance with a Plat or Plats thereof heretofore or hereafter filed of record in the Records, as well as any and all revisions, modifications, corrections or clarifications thereto.

"Violations Committee" shall mean and refer to that particular committee which may be from time to time appointed or selected pursuant to Section II. D hereof.

"Yard" shall mean and refer to the area of the Lot located between the dwelling exterior and the streets and/or property lines for each Lot.

SECTION II
GOVERNING BODIES

A. **GENERALLY.** These Covenants shall be implemented by the Association, the Board of Directors of the Association and the Association's Architectural Control Committee and Violations Committee, as established herein.

B. **HOME OWNERS ASSOCIATION.**

1. **Membership.**

a. Each and every Owner of each and every Lot within the Subdivision shall automatically be, and must at all times remain, a Member of the Association in good standing, and shall be bound by the terms and conditions of this Declaration, the Articles and Bylaws of the Association, and such rules and regulations as may be promulgated and adopted by the Association under such Articles and Bylaws. Each and every Resident (who is not otherwise an Owner) may, but is not required to, be a non-voting Member of the Association. Membership of an Owner in the Association shall be appurtenant to and may not be separated from the interest of such Owner in and to any portion of a Lot. Ownership of any Lot shall be the sole qualification for being a Member; however, a Member's privileges to use the Common Properties may be regulated or suspended as provided in this Declaration, the Bylaws, or the rules and regulations promulgated by the Board. Any Person who holds an interest in and to all or any part of a Lot merely as security for the performance of an obligation shall not be a Member.

b. Except as provided in this Declaration, the Association shall be the sole judge of the qualifications of its membership and of the right to participate in and vote at its meetings and shall have the right to prescribe the procedure to be followed concerning all such meetings and votes.

c. Subject to the terms and conditions herein, an Owner is permitted to lease or rent any Dwelling owned by an Owner. However, any such lease or rental agreement: (i) shall be in writing; (ii) in no event shall have more than two (2) parties named on such lease or rental agreement; (iii) and in no event shall be entered into with more than one (1) family. Further, any lease or rental agreement entered into between an Owner and a tenant of a Dwelling must require compliance by the tenant and all occupants with all of the covenants, conditions and restrictions contained in this Declaration, the Articles, the Bylaws and any rules and regulations promulgated by the Board, from time to time, which provisions shall be for the express benefit of the Association. Upon entering into any lease or rental agreement entered into between an Owner and a tenant of a Dwelling, each Owner shall have an affirmative duty to provide any such tenant with a copy of this Declaration. Notwithstanding any such lease or rental agreement, the Association shall continue to notify Owner, and Owner shall continue to be directly responsible for, all assessments, liabilities and obligations under this Declaration. Additionally, all such leases and rental agreements shall comply with all applicable laws, including but not limited to zoning.

2. **Transfers.** The membership of an Owner may not be severed from or in any way transferred, pledged, mortgaged or alienated except upon the sale, assignment, or transfer of such Owner's interest in all or any part of such Owner's Lot and then only to the purchaser, assignee, or transferee as the new Owner of the Lot in question. Each Owner shall notify the Association of any transfer or assignment of the fee title to his/her/its Lot and the name and address of the transferee or purchaser. Such transfer shall automatically operate to transfer the membership to the new Owner thereof. On transfer, conveyance, or sale by any Owner of all of his or her or interest in any Lot, such Owner's membership in the Association shall thereon cease and terminate. An Owner of a Lot, by contracting to sell his Lot on an installment basis, shall be deemed to have transferred his membership to the contract purchaser upon execution of the contract for sale. When an Owner sells his Lot by traditional offer and acceptance providing for a closing of the sale to occur at which time the purchaser will pay the purchase price to the seller or deliver to the seller a promissory note for the purchase price in exchange for a conveyance by deed of the property, the transfer of membership shall be deemed to occur upon delivery of the deed. For purposes of this Declaration, the "Owner" shall be deemed to include the purchaser under an installment contract, regardless of whether a deed has been executed to be held in escrow or whether the deed will be executed and delivered upon payment in full of the installment payments. The Articles of Incorporation and Bylaws of the Association, as may be amended from time to time, are incorporated by this reference to the same effect as if set forth word for word herein.

3. **Voting Rights.**

a. During the Development Period only the Declarant shall be able to vote as a Member of the Association.

b. Following the expiration of the Development Period all Members shall constitute the voting Members of the Association. The Owners of each Lot in good standing shall be entitled to one (1) vote per Lot. Where more than one Owner owns and holds a record fee interest in a Lot, either as joint tenants, tenants in common, or tenants by the entirety, for the purposes of voting at meetings of the Association or on issues submitted to the Members, said multiple Owners shall cast one vote collectively for each Lot owned.

c. Any Owner or Member shall not be in "good standing" if such Person is: (i) in violation of any portion of these Covenants or any rule or regulation promulgated by the Board or any portion of applicable laws, rules, regulations and ordinances; or (ii) delinquent in the full, complete, and timely payment of any assessments or charge which is levied, payable or collectible pursuant to the provisions of these Covenants, the Bylaws or any rule or regulation promulgated by the Board. The Board may suspend the voting rights of any Member who is not in good standing for any period during which such Member remains not in good standing. The preceding clause shall control over any provision of this Declaration to the contrary.

d. The Board may make such rules and regulations, consistent with the terms of this Declaration and the Bylaws, as it deems advisable, for: (i) any meeting of Members; (ii) proof of membership in the Association; (iii) the status of good standing; (iv) evidence of right to vote; (v) the appointment and duties of examiners and inspectors of votes; (vi) the procedures for actual voting in person or by proxy; (vii) registration of Members for voting purposes; and (viii) such other matters concerning the conduct of meetings and voting as the Board shall deem fit.

4. **Notice; Voting Procedures; Meeting.** Quorum notice and voting requirements of and pertaining to the Association may be set forth within the Articles and/or Bylaws, as either or both may be amended from time to time, and shall be in accordance with permitted Missouri law. During the Development Period, from time to time, as and when determined necessary by the Board, the Board may call and schedule a meeting of the Members. From and after the expiration of the Development Period, the Members shall meet annually to deal with and vote on matters relating to the business of the Association, as directed by the Board, including the election of the Directors.

5. **Matters Generally Subject of the Vote of Members.** Additionally, to the extent that the Board desires to encumber any portion of the Common Properties as security for payment of indebtedness incurred in respect to improvements to the Common Properties, the Board shall obtain the prior approval of the majority of Members.

6. **Registration with the Association.**

a. Each and every Owner, Member and Resident shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred, various items of information to the Association such as: (a) the full name and address of each Owner, Member and Resident; (b) the name, address and telephone numbers of other local individuals who

can be contacted (in the event the Resident cannot be located) in case of an emergency; and (c) such other information as may be reasonably requested from time to time by the Association. Failure to provide the Association with a name and proper mailing address shall constitute a waiver of any notice otherwise required hereunder.

7. **Other Matters.**

a. The official address of the Association is to be provided to all Members by the Board of Directors of the Association and shall remain so until changed by a majority of the Board of Directors of the Association, at which time the Association shall notify each Member thereon of the change in address.

b. The Association shall, at all times, observe all of the laws, regulations, ordinances, and the like of all governmental authorities recognized in the City, the State of Missouri, and of the United States of America, and if, at any time, any of the provisions of this Declaration shall be found to be in conflict with such laws, regulations, ordinances, and the like, the same shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby.

c. By written consent of a majority of the Owners of all the Lots within the Subdivision (one per Lot), the Association may be given such additional powers and duties as may be deemed necessary and reasonable, and by such vote, this Declaration may be modified or amended in any manner.

d. Subject to the limitations set forth in this Declaration, the Association shall have the right to make such reasonable rules and regulations and to provide such means and to employ such agents as will enable it adequately and properly to carry out the provisions of this Declaration.

C. **HOME OWNERS ASSOCIATION BOARD OF DIRECTORS.** The Board of Directors of the Association shall consist initially of two (2) directors, appointed by the Declarant. The initial directors shall each serve during the Development Period. At the end of the Development Period, the Declarant shall appoint three (3) replacement directors that are Lot Owners to serve staggered three (3), two (2) and one (1) year terms. Thereafter, as their respective term expires, each of the initial directors appointed by the Declarant shall appoint their replacements to each serve for a three (3) year term. Any director may resign at any time by notice to the Board. In the event of the death or resignation of any initial director prior to the expiration of his or her term, the vacancy shall be filled by an appointment of the remaining director(s). After the expiration of the terms of the directors, elections shall be held to fill each of the available seats, which shall thereafter serve three (3) year terms. All subsequent directors shall be Lot Owners. These elections will be held at called meetings upon giving ten (10) days' written notice to all Lot Owners, who may cast one vote for each platted Lot owned. The Board of Directors of the Association shall have the power to enforce these covenants and to review all violations of these covenants for proper action. The Board of Directors shall have the authority to delegate any or all of its authority to a third-party property management service. Additionally, the Board of Directors may, at its option, employ and discharge a manager, independent contractors, and such other employees as it deems necessary and prescribe their duties, and enter into contracts and agreements, if necessary, all for the purpose of providing for the performance of the business, powers, duties, and obligations of the Board of Directors.

D. **ARCHITECTURAL CONTROL COMMITTEE.**

1. **Purpose and Composition.** To ensure that all Dwellings, Structures, Improvements and accessory or other buildings constructed in the Subdivision have good quality materials and workmanship and are compatible with other Dwellings, Structures, Improvements and accessory or other buildings constructed or to be constructed in the Subdivision, there is hereby established an Architectural Control Committee. The Board may, in its sole discretion, elect to create the ACC or to serve as the ACC. Alternatively, the Board may elect to delegate the authority that would be granted to the ACC to a third-party property management service. If the Board shall elect to create the ACC, upon its initial formation, the ACC shall be composed of three (3) members, to be appointed by the Declarant, who shall serve during the Development Period, following which time the Board of Directors of the Association shall assume its authority to designate no more than five (5) total members. Members, other than those initially appointed by the Declarant, shall serve three (3) year terms. No absentee Owner, other than the Declarant's appointed representative, may serve on the ACC. In the event of the death or resignation of any member of the ACC during the Development Period, the Declarant shall appoint a successor. After the Development Period ends, in the event of the death or resignation of any member prior to the expiration of his or her term, the Board of Directors of the Association shall appoint a successor to complete the term of the deceased or resigning member.

2. **Authority and Duties.**

   a. Any Owner seeking to construct a new home or other pertinent Structure, or to add or to modify any portion of the exterior of an existing home, shall submit the plans and written specifications to the ACC or third-party property management service, as applicable, for review. Submittals shall include building elevations and materials, building location or plat plan, finished lot elevation and grades, and exterior color scheme.

   b. No construction, change, modification or alteration shall commence until the plans and specifications detailing the nature, kind, shape, height, construction materials, and location of the Improvements on the Lot, shall have been submitted to, and approved in writing by, the ACC or third-party property management service. In the event the ACC or third-party property management service, as applicable, fails to approve or disapprove said specifications within fifteen (15) days after written confirmation by the ACC or third-party property management service, as applicable, that sufficiently complete plans and specifications have been submitted to it, approval will not be required and full compliance with this section of the Declaration will be deemed to have occurred. It shall be the responsibility of the Lot Owner to obtain the written confirmation that sufficiently complete plans and specifications have been submitted.

   c. Without limiting the factors to be considered in the approval or disapproval of any plans and specifications submitted to it, the ACC or third-party property management service, as applicable, shall apply the building restrictions set forth below under Section III of this Declaration and any state or local regulation, law or code as applicable.

   d. Notwithstanding the foregoing provisions, the ACC or third-party property management service, as applicable, and the Association shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in the Declaration, and no member of the ACC or third-party property

management service, as applicable, or the Association and its Board of Directors shall have any liability, responsibility or obligation whatsoever for any action or decision, or lack thereof. The ACC and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this Declaration shall rest with the Lot Owner. Each Lot Owner agrees to save, defend, and hold harmless the ACC and the Association and its members on account of any activities of the ACC relating to such Lot Owners' property or Improvements to be constructed.

E. **VIOLATIONS COMMITTEE.**

1. **Purpose and Structure**. The Board shall also serve as the Violations Committee, a function that may be delegated to a separate violations committee or to a third-party property management service. If the Board desires to create a separate Violations Committee, it shall appoint three (3) members, and the terms of such members shall be three (3) years. In the event of the death or resignation of a member, the Board shall have the authority to appoint a successor to complete the term of the deceased or resigning member.

2. **Procedure.** Any Lot Owner may file a written grievance with the Board or to the third-party property management service, as applicable, regarding a violation, or attempted violation, of these Covenants. The identity of the reporting Owner may, at the reporting Owner's election, remain anonymous, and in that case, no governing body of the Subdivision may disclose the identity of the reporting Owner.

3. **Enforcement.** Upon receipt of a substantiated complaint, the Board of Directors shall notify the offending party of the violation and request that it be rectified within ten (10) days. If the violation is not corrected within that time, after proper notice of the violation having been given, the Board of Directors shall proceed with reasonable diligence to seek judicial enforcement of its decision. In the event the Board seeks judicial enforcement, the offending Owner shall be held liable to the Board for payment of all costs incurred by it in seeking the enforcement of the Covenants, including attorney's fees.

SECTION III
BUILDING AND USE RESTRICTIONS

All Dwellings shall be stick built at the building site (no pre-manufactured housing) and shall be subject to the following requirements:

a. The exterior veneer of the Dwelling will be constructed of material which consists of brick, stucco, fiber cement siding, stone (including manufactured rock designed for exterior use), vinyl or other common exterior finishes for residential homes. Certain exterior architectural elements, including cedar or other decorative material, may be utilized.
b. 100% of the entire exterior of any Dwelling must be completed prior to any occupancy.
c. All garages shall be enclosed by doors.
d. No building shall be erected, altered, placed or permitted to remain on any Lot, other than one detached single-family or multi-family dwelling per Lot, plus any outbuilding or storage building used in connection with the single-family or multi-family dwelling.

e. A "storage building" will be allowed as long as it is in accordance with city codes and regulations and is located in the Rear Yard and behind a fence.
f. All construction shall be completed on any structure within 12 months from the beginning of construction.
g. All grading, seeding, sodding, and initial landscaping must be done within 2 months of completion of the construction of the Dwelling.
h. Landscaping must permit reasonable access to public and private utility lines and easements for installation and repair.
i. Except for typical garden hoses and common portable sprinklers that may be attached to such hoses, no pipes, hoses, sprinklers or other parts of any irrigation system for watering of landscaping on a Lot shall be visible above ground.
j. The owner of each Lot shall keep all weeds and grass thereon (and adjacent easements) cut in a sanitary, healthful, and attractive manner and shall in no event permit the accumulation of garbage or rubbish of any kind thereon.
k. All power and utility lines, television or coaxial cables, internet or fiber connections, and all other like wires and lines shall be brought in underground servicing each Lot to the dwelling, garage, or outbuilding on such Lot, unless otherwise indicated on the Plat and this Dedication Deed
l. The mailbox receptacles shall be either at centralized mailbox locations or individually provided by each Owner in a location and design as approved by the ACC that is consistent with the design of the neighborhood.
m. All driveways will be constructed of concrete including poured, stamped, or stained. No asphalt or other material will be allowed for driveway construction. The driveway is considered any part of the property that will park an automobile. It shall be maintained in a good state of repair.
n. Any swimming pool constructed in the Subdivision must be : (i) enclosed by a fence and located in the Rear Yard of any Lot and constructed or installed on the boundary line or property line of such Lot; and (ii) comply with any and all safety and fencing requirements of the City.
o. Fencing will be permitted, but the design of the fencing must be approved by the ACC. No chain link fencing is allowed.
p. All fences shall be installed and constructed on and along the properly lines of a Lot, unless (i) as may be otherwise prohibited by City codes and regulations; or (ii) as otherwise determined by the ACC in order to preserve or protect the functional use of any such fence, or Lot or Dwelling in the Subdivision, in the sole discretion of the ACC. All fences shall be maintained in such a manner as to prevent and remedy any unsightly deterioration or disrepair.
q. For the Dwellings that are located adjacent to the detention pond in the Subdivision (the "Detention Pond"), any fence installed or constructed on the boundary line or property line of the Lot adjacent to or closest to the Detention Pond shall be a "black pool fence," an aluminum panel fence of four (4) feet in height, constructed of 4 ft. x 5 ft. panels painted black, or as otherwise may be approved by the ACC in the sole and absolute discretion of the ACC.
r. The established grade of a Lot is not to be changed by any individual as to adversely affect the adjacent property owner. All grading and site work during the Development Period must be approved by the Declarant and after the Development Period, must be approved by the Board.
s. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, all of which shall be kept in sanitary containers designed for that purpose and kept in a clean and sanitary condition. No incineration or open burning of rubbish, trash, garbage or other waste shall

be permitted. All trash receptacles shall be stored in the Rear Yard, in the garage, or in another location that is not visible from the street, except on the day of trash service.

t. An owner of a vacant Lot is responsible for the removal of any debris, unsightly underbrush, weeds, or unsightly vegetation.

u. Recreational vehicles including camping trailers, boats, motor homes, and the like shall never be permanent and can be parked for no longer than twenty-four (24) hours in the front of any Lot, driveway or street. No mobile or manufactured homes are allowed. No trailer of any type, including but not limited to food trucks or business trailers, shall never be permanent and can be parked for no longer than twenty-four (24) hours on any Lot, driveway or street.

v. No obnoxious or offensive trade or activity or non-activity, shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, including yard appearance and condition.

w. No external tower antenna may be erected.

x. No inoperable, junk, or abandoned car(s) or truck(s) may be parked or placed on the street, driveway, or any Lot, nor shall maintenance or repair work be performed on cars or trucks in the street.

y. No bus, commercial truck, commercial trailer, or any other like vehicle or equipment in excess of ten thousand (10,000) pounds, shall be parked in the street in front of any Lot or be parked on the driveway or on any portion of any Lot, except for construction and repair equipment while a dwelling is being built or repaired. No enclosed or open trailer, of any type or model, shall be parked in the street in front of any Lot or be parked on the driveway or on any portion of any Lot, except for construction and repair equipment while a dwelling is being built or repaired

z. No vehicle shall be parked in a manner that partially or completely blocks the sidewalk that is adjacent to the Lot.

aa. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes and are not nuisances to the Subdivision.

bb. Subject to the rights reserved to or afforded to Declarant herein, including but not limited to those set forth in Section XI, no building or structure intended for or adapted to business or commercial purposes shall be erected, placed, permitted, or maintained on any Lot, or any part thereof, save and except those related to development, construction, and sales purposes of the Declarant or any homebuilder who has received Declarant's permission for temporary construction or sales facilities.

cc. Lots may NOT be further subdivided and the boundaries between Lots shall not be relocated. except for the powers and privileges herein reserved by the Declarant.

dd. The main roof of each single-family or multi-family dwelling and garage shall be built with asphalt composition shingles having a tab on tab design. All shingles on roofs shall be of substantially the same color as contained on roofs on all other Dwellings in the Subdivision. Replacement shingles must also meet these restrictions.

ee. Each primary dwelling shall face the street which abuts the front of the Lot upon which the Dwelling is to be situated. No Structure shall be placed within any setback's requirement imposed by City codes and regulations

ff. No cesspool, outhouse or outside toilet shall be permitted on any Lot, except for the purpose of new home construction. Toilets located in any Structure shall be connected to an approved public sewage disposal system. Sewage disposal facilities must comply in all respects with all applicable state, county and/or governmental laws, rules and regulations.

gg. No sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than 2.5 feet x 2.5 feet, advertising the property for sale. No signs advertising any Dwelling for lease or for rent shall be displayed or erected. These restrictions shall not apply to signs used by the Declarant.

hh. No television, radio, citizen's band, short wave or other antenna, clothesline, or other unsightly projection shall be visible from either: (i) the Front Yard of any Dwelling; or (ii) from the street running directly in front of any Dwelling. To the extent that this restriction may be inconsistent with the regulations of the Federal Communications Commission (the "FCC"), as amended from time to time, this restriction shall be deemed modified to the extent necessary to comply with such FCC regulations and still provide such limitations as are consistent with the intent of this restriction.

ii. Chickens & Coops: Owners with lots of two-tenths of an acre or larger are permitted to keep up to six chickens and one chicken coop, designed specifically for this number. The chicken coop must be placed in a manner that is not visible from public areas. The coop must be well maintained, ventilated, and kept in a sanitary condition at all times so as to prevent offensive odors, attraction of flies or vermin or interfere with comfortable enjoyment of life and property by neighbors or other persons. All droppings not used for composting or fertilizing shall be removed and properly disposed. Stored droppings to be used for composting shall be fully covered or placed in an enclosure. Prior to the commencement of any modifications, Owners must submit a request for approval to the Architectural Control Committee. Other fowl, such as, but not limited to, ducks, geese, turkeys, and roosters, are not permitted.

jj. Solar Panels: Owners are permitted to install solar panels on the rooftops of their properties, in accordance with applicable federal and state laws. Installation must comply with reasonable guidelines established by the Association to ensure proper placement and maintain community aesthetics. Owners are required to notify the Association prior to installation and must ensure that all solar installations are maintained and kept in good working condition. The Association reserves the right to review the placement of solar panels to ensure compliance with community standards, provided that such review does not hinder the installation or operation of the solar devices.

SECTION IV
COMMON SPACE AND AMENITIES

A. There shall be created, as shown on the face of the Plat of the Subdivision and identified as "Common Properties" or as identified by the Declarant, such common tracts or areas and amenities as the Declarant shall create for the use and benefit of the Subdivision, Lots and Members, including without limitation the entrances and related signage and monuments, any detention area, fountain in detention area, benches around detention area, sidewalks around detention area and elsewhere in the Subdivision, sod, landscaping and trees around detention area and sidewalks, community mailboxes to be located throughout the Subdivision and such other common areas and amenities as the Declarant or the Association may, from time to time, determine to be in the best interest of the Association and its Members, herein collectively referred to as the "Common Properties". Such tracts and amenities shall be for the use and benefit of all Lots and properties in the Subdivision, including the Members and residents, and the landscaping, signage, etc. thereon shall be maintained by the Association as provided in this Declaration.

B. Upon the filing of the final Subdivision Plat, the mentioned Common Properties located in the Subdivision shall be conveyed to and accepted by the Association and the Association shall assume the cost and expense thereof and reimburse the Declarant for such amounts it has paid in regard

thereto. In addition, any property, improvement or amenity may be deeded, sold, transferred and/or conveyed to the Association by the Declarant if deemed to be for the common good or common use of the Subdivision and/or its Members by the Declarant, or necessary to the operation, use, existence, upkeep and safety of the Common Properties, Subdivision and/or Members.

C. Maintenance of the Common Properties and landscaping, signage, etc. thereon shall be at the cost and expense of the Members of the Association (Lot Owners) within the Subdivision. All of such costs, including, but not limited to, maintenance expenses, insurance, and real property taxes, shall be borne by the Lot Owners based on the ratio of the total number of Lots they own to the total number of Lots that have been created by the filing of the final Plat and any amendments thereto.

D. The Board of Directors of the Association shall have the authority to promulgate such rules and regulations and amendments thereto regarding the use of the Common Properties and amenities as it from time to time deems appropriate. Additionally, the Board reserves the right to make such Common Properties and amenities available to non-residents by membership subject to such terms and conditions as the Board may deem appropriate.

E. The Association and the City have entered into or will be entering into that certain Stormwater Operation & Maintenance Agreement regarding the maintenance, repair and upkeep of certain detention and drainage systems in and to a certain Lot within the Subdivision (the "Basin Lot") The Stormwater Operation & Maintenance Agreement: (i) shall provide that the City shall have the right for certain aspects of the maintenance, repair and upkeep of certain detention and drainage systems in and to the Basin Lot; (ii) and is hereby fully incorporated by reference herein. In order for the City to maintenance, repair and upkeep certain detention and drainage systems as outlined in the Stormwater Operation & Maintenance Agreement, the City is will be or has been granted access easement(s) as noted on the Plat.

F. As noted above, the detention pond(s) located within the subdivision constitute a portion of the Common Properties, which the Association is obligated to maintain pursuant to the terms and conditions of this Declaration. In order to provide additional assurances that such detention pond(s) and all other storm water management facilities developed, constructed, or installed within the Subdivision from time to time (collectively, the "Storm Water Facilities," and each such item is a "Storm Water Facility") are properly maintained in compliance with various regulations that are adopted by the City of Joplin Missouri from time to time (collectively the "Joplin Regulations"), the responsibility for the operation, maintenance, repair, and replacement of all Storm Water Facilities is also hereby imposed on all Lot Owners pursuant to the provisions of this Section IV(E). In order to insure compliance with and enforcement of such Joplin Regulations, the City is hereby declared to be a third-party beneficiary under this Declaration, and is specifically authorized and empowered hereunder, as fully as if a signatory hereto, to undertake and perform required the operation, maintenance, repair and replacement of any such Storm Water Facilities, upon the failure of the Association and Owners to timely do so following written notice from the City to the Association and Owners. Such notice shall provide a reasonable time, not less than thirty (30) days, to correct any such applicable problem(s) and reasonably set forth and describe the same. Further, should the City undertake the operation, maintenance, repair and replacement of such Storm Water Facilities as herein provided, the City shall be entitled to be reimbursed for all costs incurred in effecting same and, upon failure of an Owner to reimburse the City for his or her pro-rata share of the cost, the City is authorized and empowered to establish and collect assessments to pay the defaulting Owner's share of the costs. The power and authority herein granted to and vested in the City shall apply, notwithstanding the existence or non-existence of the Association. By acceptance of the deed or other instrument of conveyance for his/her/their Lot, each Owner shall be deemed to covenant and agree to pay any assessment levied to offset the costs incurred by the City for the

operation, maintenance, repair and replacement of any Storm Water Facility following proper notice as set forth above (the "Storm Water Assessment"). This Storm Water Assessment, together with such interest thereon and costs of collection as provided below, shall be a continuing lien on the Lot affected and shall also be a personal obligation of the Owner(s) of such Lot from the date when the Storm Water Assessment is due and payable until paid in full. Such personal obligation shall pass to successors in title to the affected Lot. Any Storm Water Assessment levied as set forth in this Section IV(E) shall become a lien on the affected Lot as soon as such Assessment is due and payable. In the event any Owner fails to pay the Storm Water Assessment when due, the Storm Water Assessment shall then bear interest at the maximum legal rate permitted by the State of Missouri on the date when such Storm Water Assessment is due and shall continue to accrue at that rate until it is paid in full. Such Storm Water Assessment shall be due fifty (50) days after the date it has been fixed and levied, and, if not paid, shall become delinquent and the payment of both the principal and interest accrued may be enforced as in the case of a lien on the affected Lot, and a notice of such lien may be filed with the City Clerk of Joplin, Missouri. Not withstanding anything herein to the contrary, any lien(s) or assessment(s) provided for in this Section IV(E) shall not be subordinate and inferior to the lien of any bona fide first mortgage or deed of trust now or hereafter placed upon the Lot(s). In the event legal proceedings are commenced to collect the Storm Water Assessment, or if the services of any attorney are retained by the City, the non-paying Owner(s) shall be obligated to pay all costs incurred, plus reasonable attorney fees, which costs and fees shall become a portion of the lien and may be foreclosed on in the same manner as the assessment as provided above. The Storm Water Assessment shall be used exclusively to offset any cost to the City associated with operation, maintenance, repair and replacement of any Storm Water Facilities and for no other reason or purpose.

SECTION V
REGULAR AND SPECIAL ASSESSMENTS FOR ASSOCIATION

A. By acceptance of the Deed or other instrument of conveyance for his or her Lot within the Subdivision, each Lot Owner shall be deemed to covenant and agree to pay the Association regular (annual/monthly/etc.) assessments and any special assessments for operating expenses incurred by the Association and for maintenance and care of the Common Properties and hereby consents to the imposition of any liens provided herein in connection therewith without further notice. The first such assessments shall be due and payable at the time any Lot is transferred from a builder to a homeowner at closing and shall be $500.00 and payable by the purchasing homeowner. Thereafter, such assessments shall be fixed, established, and collected from time to time by the Board of Directors as provided in this Declaration and by the Association. The maximum amount of such annual dues shall not exceed the amount budgeted for such maintenance costs for the applicable year and contributions to fund anticipated future costs of the foregoing items, which budget shall be established by the Board prior to levying annual dues for such year. Such budget shall be in writing, maintained by, and made available to Owners by the Board. The Board may require the payment of annual dues on a yearly, quarterly, or monthly basis, as determined by the Board from time to time.

B. From time to time, in the event a majority of the Board determines that the Association's current funds are insufficient to provide for the operation of the Association and the maintaining, improving, repairing, insuring, operating, and managing of the Common Properties in good and safe working order, condition, and repair, the Board may: (i) may change the basis of assessments fixed by this Section V hereof prospectively for any such period provided that any such change shall have the affirmative vote of two-thirds (2/3) of the votes of Members entitled to vote at a meeting called for such purpose, written notice of which shall be sent to all Members at least ten (10) days in advance

and shall set forth the purpose of the meeting; or (ii) levy a special assessment against each of the Lots pursuant to a resolution of the Board setting forth the nature of the need for and the amount of such special assessment.

C. It shall be the duty of the Association to notify all Owners or contract purchasers of Lots within the Subdivision, whose addresses shall be supplied by the Owner or contract purchaser to the Association, by sending written notice to each of such Owners within fifteen (15) days after the date on which the assessment has been fixed or levied, giving the amount of the charge or assessment for the current year, when the same shall be due, and the amount due for each Lot. Failure of the Association to levy an assessment due to lack of address for the Owner of any particular Lot within the Subdivision or for any other reason, shall not discharge the obligation of any such Owner from paying such assessment, and it shall be the obligation of any such Owner to notify the Association of such Owner's current address.

D. The annual and special assessments, together with such interest thereon and costs of collection as provided below, shall be a continuing lien on the property affected and shall also be a personal obligation of the Owner of such property from the date when the assessment is due and payable until paid in full. In the event any Owner fails to pay the assessment when due, then the assessment shall bear interest at the maximum legal rate permitted by the State of Missouri on the date when such assessment is due and shall continue to accrue at that rate, until it is paid in full. Unpaid assessments shall be a continuing lien on the Lot which shall run with the land and be and remain binding upon such property, the Owner thereof, and such Owner's heirs, successors, and assigns. For each notice of lien so filed, or for any lien so filed, the Association shall be entitled to collect from the Lot Owner or Owners of the Lot described in such notice of lien a fee of $200 which shall be collectible in the same manner as the original assessment provided for in this Declaration. The non-paying Owner or Owners shall be obligated to pay all costs incurred, plus reasonable attorney fees, which costs and fees shall become a portion of the lien and may be foreclosed on in the same manner as the assessment provided above.

E. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment, and welfare of the residents of the Subdivision, and, in particular, for the improvement and maintenance of property, services and facilities devoted to the above stated purpose and related to the use and enjoyment of the Common Properties and of the Dwellings situated in the Subdivision. Without limiting the generality of the foregoing statement of purpose, such assessments shall be applied by the Association to the payment of the costs of the following:

1. To enforce any and all building and land-use restrictions that exist as of the date of this Declaration or which may be lawfully imposed hereafter on or against any of the Property in the Subdivision.

2. To maintain the Common Properties and amenities and improvements thereon as provided in this Declaration.

3. To pay expenses to carry out the above, such as attorney's fees, manager's fees, expenses of liability, fire and other insurance, bookkeeping and accounting expenses, and any and all other expenses that may from time to time be deemed necessary to carry out the intent of this Declaration by the Association.

4. To protect property values in the Subdivision by promoting pride in and enthusiasm for it; to work for improved transportation, schools, libraries, and recreation facilities within the

community in which the Subdivision is located, and to do all lawful things and tasks that the Association, in its discretion, may deem to be in the best interest of the Subdivision and the Owners of the Lots in the Subdivision.

I. Notwithstanding anything herein to the contrary, the following properties subject to and governed by this Declaration shall be wholly exempted from the assessments, charges, fees and liens created herein or imposed hereby:

(i) All Common Areas; and

(ii) All Lots titled in the name of the Developer or otherwise owned by the Developer until the Developer makes the original conveyance thereof to an Owner.

SECTION VI
DURATION AND AMENDMENT

A. **DURATION.** The Covenants of this Declaration shall run with and bind the Property subject to this Declaration, and shall be binding on and inure to the benefit of and be enforceable by the Association and/or the Owners and Residents of any Lot or any of the Property subject to this Declaration, their respective legal representatives, heirs, devisees, personal representatives, successors and assigns, for an original thirty (30) year term expiring on the thirtieth (30th) anniversary of the date of recordation of this Declaration, after which time these Covenants shall be automatically extended for successive periods of five (5) years unless an instrument is signed by the Owners of at least seventy-five percent (75%) of all Lots within this Subdivision and recorded in the Records, which contains and sets forth an agreement to abolish these Covenants.

B. **AMENDMENT OR MODIFICATION.** The Covenants, restrictions and other terms contained herein may be altered, amended or modified by written declaration, signed and acknowledged by the Owners of sixty-six (66)% or more of the Lots and recorded in the Records. Notwithstanding the above, no alteration or modification of the Covenants or the provisions of this Declaration may be made prior to expiration of the Development Period without the express written consent of the Declarant. Notwithstanding any provisions hereof to the contrary, the Declarant may at its sole discretion and without notice or consent being required of anyone: (i) modify, amend, or repeal any one or more of these Covenants or the provisions of this Declaration at any time prior to the expiration of the Development Period, provided said amendment, modification or repeal is in writing and properly recorded in the Records; and/or (ii) amend these Covenants or the provisions of this Declaration to cause these covenants and restrictions to be in compliance with any and all applicable laws, rules and regulations (including without limitation any and all applicable laws, rules and regulations of the Federal Housing Administration and/or the Veterans Administration).

SECTION VII
MISCELLANEOUS

A. The consent to any act or the waiver of breach of any provision of this Declaration, shall not operate or be construed as a consent or waiver of act or breach by any party, or as a waiver or modification of the provisions of this Declaration.

B. In the event any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Declaration and this Declaration

shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

C. Any notice, request or other communication (each, a "Notice") required or permitted to be given hereunder shall be in writing and shall be delivered by hand or courier (such as United Parcel Service, United States Postal Service, or Federal Express), sent by facsimile or e-mail, or mailed by first-class, registered or certified mail, postage prepaid and addressed to a party at its address of record. Any such Notice shall be considered given (i) on the date and at the time of delivery if delivered personally to the party to whom notice is given; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the party to whom notice is given; or (iii) on the date of delivery or attempted delivery when sent by first-class, registered or certified mail; or (iv) on the date and at the time shown on the facsimile or electronic mail message if sent via fax or sent electronically to the number or address and receipt of such facsimile or electronic mail message is confirmed or acknowledged.

SECTION VIII
GOVERNING LAW, CHOICE OF FORUM, VENUE, AND CONSENT TO JURISDICTION

A. This Declaration and the Covenants, terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of Missouri in the same manner as any other similar instruments or agreements that are made and to be performed wholly within such jurisdiction, without regard to the conflicts of laws provisions thereof.

B. Any and all claims or causes of action shall and must be filed only in the courts of the State of Missouri for Jasper County, which shall have exclusive jurisdiction over any and all disputes which arise between the parties under this Agreement, whether in law or in equity. Each of the parties mentioned herein, including the Declarant, Board, Committees, Owners, Residents and Members, expressly agrees, consents, and stipulates that venue shall be exclusively within said courts. Each of the parties mentioned herein expressly agrees, consents and stipulates to the exercise of personal jurisdiction over them or it and subject matter jurisdiction over any such controversy arising between the parties being only in the courts listed herein.

SECTION IX
DECLARANT'S DISCLAIMER

A. Declarant and its successors and its assigns, its agent, consultants and employees, hereby disclaim any and all warranties, express or implied, of good workmanship, quality, habitability, fitness for any other purpose merchantability or representation concerning same. No warranties of any kind shall arise as a result of any plans, specifications, standards or approvals made or approved by the Declarant or its nominees. Declarant shall not be liable to any owner or any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against any owner or such person arising out of or in any way related to the subject matter of any review, acceptance, inspection, permission, consent or required approval which must be obtained from the Declarant, whether granted or denied. All future owners of the subdivision shall be responsible for

determining the suitability of a lot for construction purposes.

SECTION X
RESERVATION OF SPECIFIC DECLARANT'S RIGHTS

A. In addition to all other rights and privileges afforded to or reserved to Declarant herein, Declarant specifically reserves the right to, so long as Declarant owns or retains beneficial ownership of any Lot or Dwelling within the Subdivision, during the Development Period or otherwise (each, a "Declarant Owned Property"), maintain sales offices, construction offices, management offices, model homes, and signs, flags and other on-site marketing and sales promotion materials advertising the Subdivision, any Dwelling or any Lot. Specifically, Declarant may maintain one or more sales offices and model homes within the Subdivision on any Declarant Owned Property. Pursuant to this Section X, Declarant shall have the right to determine the number of model homes and the size and location within the Subdivision of any sales offices, management offices, and model homes. Declarant shall also have the right to relocate any sales offices, management offices, and model homes from time to time at its discretion. After the Declarant ceases to be the Owner of a Declarant Owned Property, the Declarant shall have the right to remove any sales offices and management offices therefrom. No structure or Dwelling used by Declarant for a sales office, construction office, management office or model home shall be deemed the property of any party other than Declarant unless specifically assigned, conveyed or dedicated by Declarant to such other party.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration of Covenants, Conditions and Restrictions for Emerald Glades Subdivision City of Joplin, Jasper County, Missouri.

DECLARANT:

SCHUBER MITCHELL HOMES, LLC,
a Missouri limited liability company,

By: _____

Name: ARTURO ELIVO

Title: LEAD SENIOR MANAGER

ACKNOWLEDGMENT

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

OSCAR SARCENO
Notary Public, Notary Seal
State of Missouri
Jasper County
Commission # 24875610
My Commission Expires 02-07-2028

BE IT REMEMBERED that on this day came before me, the undersigned, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, the within named Arturo Elivo, being the person who executed the foregoing instrument, to me personally known, who stated that he/she is the authorized representative of **Schuber Mitchell Homes, LLC**, a Missouri Limited liability company, and is duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he/she had so signed, executed, and delivered said instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 29 day of October, 2024.

My Commission Expires:

2-7-28

Oscar Sarceno
Notary Public



JASPER COUNTY TAX RECEIPT
2024 REAL ESTATE

Steven E. McIntosh, Collector

Two Office Locations

Carthage Office
Jasper County Courthouse
302 S. Main - Room 107
Carthage, MO 64836

Joplin Office
Jasper County Courts Building
633 S. Pearl
Joplin, MO 64801

SCHUBER MITCHELL HOMES
PO BOX 308
WEBB CITY MO 64870-0308

Mailing Address
Jasper County Collector
P.O. BOX 421
Carthage, MO 64836-0421

CODE NUMBER:	35-17737-0
PARCEL ID#:	16-7.0-26-010-002-001.000
SEC, TWN, RNG:	26-28-33
ACRES:	50.16
SITUS ADDRESS:	
M-CODE:	0

DELINQ YEARS: NONE

Property Description

JOP MISC COM NW COR SEC 26 S 02 DEG W 1225' TO POB S 87 DEG E 1257.14' S 02 DEG W 99.37' S 87 DEG E 60.74' S 87 DEG E 1316. 62' S 02 DEG W 992.47' N

	Land	Structure	SUBTOTALS
Residential			0
Agricultural			3,880
Commercial			0
		TOTAL VALUATION	3,880

Tax District	Levy per $100	Total Tax
STAT	0.0300	1.16
COUN	0.1102	4.28
DDRB	0.0845	3.28
MH	0.0845	3.28
R7	3.4300	133.08
JORD	0.2235	8.67
CJOP	0.4205	16.32

TAX		170.07

Date Printed: 07/24/2025 — 170.07

PAID

VALIDATED BY
STEVEN E. MCINTOSH - JASPER COUNTY COLLECTOR

DATE: 12/03/2024 AMOUNT PAID: 170.07 RECEIPT #: 905215

REAL ESTATE TAX RECEIPTS CANNOT BE USED TO LICENSE VEHICLES

Emerald Glades 3 description

A TRACT OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 33 WEST IN JASPER COUNTY, MISSOURI, BEING A PART OF THE TRACT DESCRIBED IN THE JASPER COUNTY, MISSOURI, RECORDER'S OFFICE IN BOOK 2636, PAGE 393 AND IN BOOK 2649, PAGE 124, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER, SOUTH 02°07'01" WEST, 1175.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 87°57'53" EAST, 179.58 FEET; THENCE SOUTH 02°31'36" WEST, 50.00 FEET; THENCE SOUTH 87°57'53" EAST, 150.01 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING THE NORTHWEST CORNER OF EMERALD GLADES PLAT 1; THENCE ALONG THE WEST LINE OF SAID EMERALD GLADES PLAT 1 THE FOLLOWING THREE COURSES SOUTH 2°31'36" WEST, 341.97 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE NORTH 87°28'24" WEST, 20.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE SOUTH 2°31'36" WEST, 240.25 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING THE SOUTHWEST CORNER OF EMERALD GLADES PLAT 1; THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION THE FOLLOWING THREE COURSES, SOUTH 87°55'08" EAST, 45.85 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE NORTH 2°16'20" EAST, 150.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE SOUTH 87°55'08" EAST, 788.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING THE NORTHWEST CORNER OF EMERALD GLADES PLAT 2; THENCE ALONG THE WEST LINE OF SAID EMERALD GLADES PLAT 2 THE FOLLOWING THREE COURSES, SOUTH 02°16'20" WEST, 150.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE NORTH 87°55'08" WEST, 20.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE SOUTH 02°16'20" WEST, 180.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING SOUTHWEST CORNER OF SAID EMERALD GLADES PLAT 2; THENCE ALONG THE SOUTH LINE OF EMERALD GLADES PLAT 2 THE FOLLOWING FOUR COURSES, SOUTH 87°55'08" EAST, 52.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE ALONG THE SOUTH LINE OF SAID EMERALD GLADES PLAT 2 THE FOLLOWING THREE COURSES SOUTH 87°55'08" EAST, 1229.00 FEET; THENCE SOUTH 2°16'20" WEST, 14.49 FEET; THENCE SOUTH 87°43'40" EAST, 230.00 FEET TO THE WEST RIGHT-OF-WAY OF ST. LOUIS AVENUE; THENCE LEAVING THE SOUTH LINE OF SAID EMERALD GLADES PLAT 2 AND ALONG THE WEST RIGHT-OF-WAY OF SAID ST. LOUIS AVENUE SOUTH 2°16'20" WEST, 400.00

FEET; THENCE LEAVING THE WEST RIGHT-OF-WAY OF SAID ST. LOUIS AVENUE NORTH 87°43'40" WEST, 180.09 FEET; THENCE 4.32 FEET ALONG 100.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING OF NORTH 03°30'37" EAST, AND A CHORD DISTANCE OF 4.32 FEET; THENCE NORTH 87°43'41" WEST 50.00 FEET; THENCE NORTH 2°16'20" EAST, 80.17 FEET; THENCE NORTH 87°55'08" WEST, 1229.00 FEET; THENCE NORTH 2°16'20" EAST 330.00 FEET TO THE POINT OF BEGINNING. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE, CONTAINING 11.42 ACRES, MORE OR LESS.