

DECLARATION AND RESTRICTIONS
OF
PICKERING PLACE, INC.

THIS DECLARATION AND RESTRICTIONS for PICKERING PLACE is made this 10th day of June 2016 by PICKERING PLACE INC., a Missouri not-for-profit corporation.

WITNESSETH THAT:

WHEREAS, PICKERING PLACE, INC. is the owner of certain property located in Cass County Missouri, platted as PICKERING PLACE, INC.

NOW, THEREFORE, PICKERING PLACE, INC. does hereby subject to the Declaration and Restrictions herein set forth.

Blocks 1 through 10 of PICKERING PLACE, a subdivision in Cass County, Missouri, together with any common areas and private streets shown on said Plat.

ARTICLE I

Definitions

Section 1. PICKERING PLACE INC. shall mean a Missouri not-for-profit corporation, its successors and assigns.

Section 2. PICKERING PLACE, INC. Property. "Owner Property" shall mean all real and personal property owned from time to time by PICKERING PLACE, INC.

Section 3. Owner. "Owner" shall mean the person, entity or trust, who owns a unit, including Pickering Place, Inc., who may from time to time own one unit, is subject to these Declarations.

Section 4. Member. "Member" shall mean each owner of a unit in Pickering Place, pursuant to a Residency Agreement.

Section 5. Declaration. "Declaration" shall mean this instrument as the same may be amended from time to time.

Section 6. Lot. "Lot" shall mean the tract of property as shown on the Certificate of Survey to be filed upon which a living unit is or will be constructed.

Section 7. Living Unit. “Living Unit” shall mean a single-family residential unit constructed upon any lot.

Section 8. Certificate of Survey. “Certificate of Survey” shall mean that document to be filed for record in the Recorder’s Office for Cass County, Missouri, and which will further plat blocks 1 through 10, inclusive, PICKERING PLACE, into lots, together with any other Certificate of Survey described lots, which may hereafter be added to the Declaration.

Section 9. Pickering Place. “Pickering Place” shall mean all lots, and Common areas, located in Pickering Place subdivision.

Section 10. Party Wall. “Party Wall” shall mean the common wall or walls between living units.

Section 11. Board. “Board” shall mean the Board of Directors of PICKERING PLACE, INC., a Missouri not-for-profit corporation.

ARTICLE II

Binding Effect

Section 1. Persons Bound. All owners and all persons, who now or shall hereafter acquire any unit, shall be taken to hold, agree and covenant with PICKERING PLACE, INC. All owners and with their heirs, successors and assigns, to conform to and observe the restrictive covenants and conditions contained in this Declaration.

Section 2. Rules, Regulations and Assessments. To insure the continuous availability of certain services and conveniences for owners in PICKERING PLACE, and to provide the means for the creation and maintenance of a living area for older adults possessing features of more than ordinary value, all Owners and all lots in PICKERING PLACE shall be subject to the Rules and Regulations adopted by PICKERING PLACE, INC. and to the assessments imposed by said PICKERING PLACE.

ARTICLE III

Board of Directors

Section 1. Number of Directors. The Board of Directors of the Corporation consists of nine (9) members, President, Vice President, Secretary, Treasurer, and five (5) directors.

Section 2. Voting Rights. For the purpose of voting for those Directors to be elected by the members, each member shall have one (1) vote. If more than one person owns a lot, only one (1) vote shall be cast with respect to said lot. If there is more than one person in a unit, only one (1) vote shall be cast with respect to said unit.

ARTICLE IV

Powers and Duties of Pickering Place, Inc.

PICKERING PLACE, INC. shall have the following powers and rights together with such powers, rights and authority as may be expressed in the Articles of Incorporation, Bylaws, or provided to not-for-profit corporations by the laws for Missouri.

Section 1. Management. To operate and manage the PICKERING PLACE area in a manner designed to meet the physical, recreational, social and religious needs of older adults.

Section 2. Enforcement of Building Restrictions. To enforce any or all building restrictions which are imposed by the terms of this Declaration or which may hereafter be imposed on any land in PICKERING PLACE, provided that nothing contained herein shall be deemed to prevent the Owner of any lot in PICKERING PLACE from enforcing any building restrictions in their own name.

Section 3. Maintenance of PICKERING PLACE property. To maintain all property owned by PICKERING PLACE, INC., together with any lots which may be vacant including snow removal, mowing, trimming, seeding, sodding, spraying, planting trees and shrubs and lighting, maintain and repair all streets, cul-de-sacs, sidewalks, and other ways used for vehicular and pedestrian traffic in PICKERING PLACE. To maintain and repair all improvements, building, appurtenances and facilities constructed or located on PICKERING PLACE property.

Section 4. Construction of Improvements. PICKERING PLACE shall have the power and authority to construct on any PICKERING PLACE property clubhouses, swimming pools, tennis courts, libraries, community centers, together with any other improvements or facilities for the benefit of older adults as the Board shall determine.

Section 5. Maintenance of Living Units. PICKERING PLACE shall be authorized to perform exterior maintenance work on the Living units, including painting, and repairs if the board deems it necessary to do so due to neglect or refusal of resident to do so. These repairs will be made at the home owner's expense.

Section 6. Rules and Regulations. The use of PICKERING PLACE property and any improvements, structures or facilities erected there-on shall always be subject to the general rules and regulations established and prescribed by PICKERING PLACE, INC. and subject to the establishment of charges for their use.

Section 7. Exercise Easements. To exercise all rights and control over any easements which PICKERING PLACE, INC. may from time to time acquire.

Section 8. Grant Easements. To create, grant and convey easements upon, across, over and under all PICKERING PLACE properties including, but not limited to, easements for the installation, replacement, repair and maintenance of utility lines serving lots in PICKERING PLACE.

Section 9. General Services. To provide such services as the Board shall deem beneficial for older adults.

Section 10. Private Streets. PICKERING PLACE, INC. shall own the private streets, subject to rights of ingress and egress in favor of Owners. PICKERING PLACE, INC. shall have the right (without approval of any Owner, or other person or entity) to dedicate or convey the said streets to any city, county or other public (or municipal) body having jurisdiction.

Section 11. Maintenance of State Approved Sewage Disposal Plant. To qualify as the continuing authority with appropriate State of Missouri regulatory bodies for the maintenance and operation of the sanitary sewer disposal system to be constructed incidental to the development of PICKERING PLACE, and to do all things necessary and incidental to the continual proper maintenance of said facility.

ARTICLE V

Assessments

Section 1. Monthly Assessment. There shall be imposed upon each lot and the owner thereof a monthly assessment of such amount as the Board of Directors of PICKERING PLACE, INC. shall determine is appropriate to carry on the functions and provide the services contemplated in this Declaration. The monthly assessment shall be due on the 1st of each month and delinquent on the 10th of each month. The Owner of each lot shall be responsible for the payment of the monthly assessment whether or not the Owner resides in the Living Unit.

Section 2. Penalties and interest. The Board may impose a penalty of not to exceed twenty percent (20%) of the amount of the fee or assessment on any Owner who fails to pay any monthly assessment by the due date. Each unpaid fee or assessment and the penalty shall bear interest at the rate of ten percent (10%) from the due date.

Section 3. Enforcement of Assessments. All fees and assessments, together with any penalties and interest, shall be the personal obligation of the Owner, and shall also constitute a continuing lien of the lot upon which said assessment is imposed. Collection of assessments and penalties and interest may be enforced by:

- A. Lawsuit against the Owner personally obligated, or
- B. Lawsuit to foreclose the lien against the lot upon which the fee or assessment is imposed.

The lien of the fee or assessment shall be subordinate to the lien of any first mortgage or first Deed of Trust theretofore or hereinafter placed upon the lot, which is subject to the fee or assessment. Upon foreclosure of said first mortgage or Deed of Trust, the lien of the assessment or fee shall be extinguished. The transfer of title to any lot (other than by foreclosure) upon which there is an unpaid assessment or fee, shall not relieve said lot from the liability of the lien.

Failure of any Owner to utilize PICKERING PLACE facilities or of any Owner to accept the services provided by PICKERING PLACE, INC. shall not relieve said owner from the liability of the assessment or fee.

Section 4. Notice of Lien. PICKERING PLACE, INC. shall be authorized to file for record a notice showing the lien against any lot upon which the fee or assessment has become delinquent. Neither PICKERING PLACE, INC. nor any person filing said notice on behalf of PICKERING PLACE, INC. shall incur any liability whatsoever for the filing of said notice. Failure to file the lien notice shall in no way effect the validity of the assessment or fee.

ARTICLE VI

Age Restriction

No person under the age of fifty (50) years shall be permitted to reside in a Living Unit except:

- A. With the written approval of the Board/or

B. If the underage person is residing with a spouse of at least fifty (50) years of age.

PICKERING PLACE, INC. shall be permitted to bring legal action to compel the removal of any person violating the age restriction and PICKERING PLACE, INC. shall be entitled to collect reasonable attorney's fees from the Owner of any lot who permits a violation of the age restriction.

ARTICLE VII

Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained within PICKERING PLACE or upon any lot, nor shall any additions, changes or alterations be made to the exterior, or any structural changes to the interior, of any Living Units or building, until the plans and specifications showing the nature, kind, shape, height, materials, exterior color scheme, and location of the same shall have been submitted to and approved in writing by the Board, or by an Architectural Committee (Committee). Any such Committee shall be composed of three (3) or more representatives appointed by the Board. In the event such plans and specifications are not approved or disapproved within thirty (30) days after submission, approval shall be deemed to have been given and this Article fully complied with.

ARTICLE VIII

Easements

Section 1. Utility Easements. PICKERING PLACE will install lines, pipes, conduits, meters and other facilities (hereafter referred to as "utility lines"), for the purpose of providing sewage, electricity, gas, water, telephone, and other services to individual lots and Living Units. One or more such utility lines may serve all of the lots and Living Units located in a particular block, or portion of a block. To insure that such utility lines may be kept, maintained, restored, repaired and replaced, PICKERING PLACE hereby establishes and reserves to itself, its successor and assigns, to the Owner from time to time of each lot, and to PICKERING PLACE INC., the following easements.

- (1) An easement to keep, maintain, restore, repair and replace any such utility line over, under and across any lot and any PICKERING PLACE property; and

- (2) An easement for ingress and egress over, under and across any lot and any PICKERING PLACE property for the purpose of maintaining, restoring, repairing or
- (3) replacing any utility line and for the purpose of reading any meter installed with respect to any utility line.

Provided, however, that the exercise of the easements reserved in this Section shall be subject to the following terms and conditions:

- (a) If, in order to maintain, restore, repair, or replace a utility line which serves only one lot, it becomes necessary to break through walls, excavate or otherwise damage a Living Unit or PICKERING PLACE property entered, the damages caused by such entry shall be repaired and the Living Unit or PICKERING PLACE property entered shall be restored to its former condition at the expense of the Owner whose lot and Living Unit is served by such utility line.
- (b) If it becomes necessary to maintain, restore, repair or replace a utility line which serves more than one lot or Living Unit, then the cost of such maintenance, restoration, repair or replacement, and the cost to repair and restore to its former condition any lot or Living Unit or PICKERING PLACE property entered shall be shared equally by the Owners of the lots and Living Units served by such utility line, except that where the maintenance, restoration, repair or replacement of a utility line serving two or more lots and Living Units is made necessary by the negligent or willful act of a single Owner, his family, licensees or invitees, then the full costs to repair and restore to its former condition any lot or Living Unit or PICKERING PLACE property entered shall be borne by such Owner.

Section 2. Easements for Minor Encroachments. If any portion of an adjoining Living Unit or other improvement as originally constructed by PICKERING PLACE or by a builder encroaches on another lot or on any PICKERING PLACE property, a valid easement for said encroachment, and the maintenance of the same shall exist for so long as the encroaching Living Unit or other improvement remains standing. In the event that any Living Unit or other improvement as originally constructed is partially or totally destroyed, and then reconstructed, the minor encroachments on a lot of an adjoining Living Unit or PICKERING PLACE property or other improvement as reconstructed shall be permitted, and a valid easement for said encroachment and for the maintenance of the same shall exist.

Section 3: Easement for Ingress and Egress to Lots. PICKERING PLACE hereby establishes and reserves to itself, its successors and assigns, to each Owner from time to time of a lot in the subdivision, and to PICKERING PLACE, INC. successors and assigns, an easement for ingress and

egress to each lot in the subdivision over and across the PICKERING PLACE property and any private streets. Said easement for ingress and egress shall be appurtenant to each lot.

Article IX

Party Walls

Each Living Unit to be constructed in PICKERING PLACE which will be of a townhouse or condominium design will have at least one wall in common with an adjoining Living Unit, which common wall or walls will be built on the dividing line and the rights and obligations of the Owners of such party walls shall be as follows:

Section 1. General Rules of Law to Apply. To the extent not inconsistent with this Article, the general rules of law of Missouri regarding party walls shall apply.

Section 2. Ordinary Repairs and Maintenance. The cost of ordinary repairs and maintenance of a party wall shall be borne equally by the Owners thereof.

Section 3. Destruction by Fire or Other Casualty. A party wall damaged or destroyed by fire or other casualty shall be repaired or replaced by the Owners thereof, and the cost of such repairs or replacement shall be borne equally by said Owners provided that an Owner shall have the right to call for a larger contribution from the other Owner under any applicable rule of law regarding liability for negligent or willful acts or omission.

Section 4. Weatherproofing. Any other provisions of this Article notwithstanding, an Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and of repairing any damage to the wall having been caused by such exposure.

Section 5. Right to Contribution to Run With the Land. The right of an Owner to Contribution from another Owner under this Article shall be appurtenant to the land and pass to such Owner's successors in interest in said land.

Article X

General Restrictions

Section 1. Residential Purpose Only; Exception. No lot may be improved, used or occupied for other than single-family residential purposes; provided, however, that this restriction shall not apply to other areas of PICKERING PLACE INC., which shall be designated and used as a recreation area, which shall be improved and used solely for the benefit of all the members.

Section 2. Awning. No awnings or sun screens of any type shall be affixed or appurtenant to any Living Unit, building or structure without the prior written consent of the Committee or the Board.

Section 3. Exterior Placement. No truck, trailer, boat, equipment or other machinery of any type, nor cars not in regular use, shall ever be parked, placed, located or otherwise maintained on any lot, parking area, street or any part of the common areas. Automobiles shall be parked only in designated parking areas. No external antenna of any type shall be erected on or about any lot, except that with the prior written approval of the Committee or the Board, one or more master television antenna towers may be erected for the benefit and use of all or part of the Living Units. No clotheslines or clothes hangers may be constructed, used or maintained on the exterior of any living unit unless completely concealed within enclosed patio areas.

Section 4. Livestock and Poultry Prohibited. No animal, livestock or poultry of any kind shall be raised or kept on or in any lot or Living Unit other than household pets, which shall be limited to two (2) per household. Except for Service Dogs, all pets shall be leashed when outside of the Living Unit and patio area, provided that no pet shall be allowed in the clubhouse or in or on any other recreational facility. No such pet shall be kept, bred or maintained for commercial purposes.

Section 5. Plantings. No shrubbery or trees shall be planted without the approval of the Committee.

Section 6. Noxious Activity. No noxious or offensive activity shall be carried on within PICKERING PLACE, nor shall any trash or other refuse be thrown, placed or dumped upon any lot or common areas, whether vacant or not, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

Section 8 . Outbuildings Prohibited. No outbuilding or other detached or attached structure appurtenant to a Living Unit may be erected on any lot without the prior written consent of the Committee or the Board.

Section 9. Temporary Structures. No trailer, basement, tent, shack, garage, barn, or other temporary structure shall be erected, used or maintained at any time on any lot or other part of PICKERING PLACE.

Section 10. Size Required. Each Living Unit shall contain at least 800 square feet.

Section 11. No Business. No business (other than PICKERING PLACE) may conduct any business in any Living Unit.

Section 12. Enforcement. PICKERING PLACE, INC. or any one or more Owners shall have the right to enforce by any proceeding at law or in equity, any or all restrictions contained herein, together with any other provisions of this Declaration . Failure to enforce any restrictions or provisions of the Declaration shall in no event be deemed a waiver or the right to do so thereafter for the same or different violation.

ARTICLE XI

General Provisions

Section 1. Notices. All notices to be given by PICKERING PLACE or the Board shall be sent postage prepaid to the address of the Living Unit involved, or to the address furnished in writing by the Owner. PICKERING PLACE, INC. shall not be required to send any notice required by this Declaration or the Articles of Incorporation or Bylaws of PICKERING PLACE, INC. to any lien holder unless the name and address shall have been furnished in writing to PICKERING PLACE, INC.

Section 2. Books and Records. The books, records and papers of PICKERING PLACE, INC. shall be subject to inspection by any Member during reasonable business hours.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision thereof.

Section 4. Gender. The use of any gender in this Declaration shall be deemed to include either or both of the other genders, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 5. Waiver. No restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof, which may occur.

Section 6. Conflict. In the event of any conflict between this Declaration and provisions of the laws of the State of Missouri, the latter shall govern and apply.

Section 7. Covenants Running With the Land. All the provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon PICKERING PLACE, INC. and all Lot Owners.

Section 8. Severability. Invalidation of any one or more of the foregoing easements, restrictions, covenants or conditions by judgment or court order shall in no manner affect any of the other provisions herein, and all such provisions shall remain in full force and effect.

IN WITNESS WHEREOF, PICKERING PLACE, INC. has caused this Declaration and Restrictions for PICKERING PLACE, INC. to be executed June 10, 2016.