

TITLE OF DOCUMENT:

**Reservations and Restrictions for Tyler Branch Estates
II Subdivision**

DATE OF DOCUMENT:

GRANTOR(S):

**Tyler Branch, LLC
7144 Kingsbury
St. Louis, MO 63130**

LEGAL DESCRIPTION:

Reservations and Restrictions for Tyler Branch Estates II Subdivision

Tyler Branch, LLC ("Grantor"), the owner of Lots 1 through 8, Lot 11 and the common ground shown on the plat recorded at Book ___, Page ___ of the records of Perryville County, Missouri (hereinafter described as the "Subdivision"), desiring to create and carry out a uniform plan for the improvement, development, sale and use of all the lots in the Subdivision and for the benefit of the present and future owner of such lots, does hereby adopt and establish the following reservations and restrictions (collectively, the "Restrictions") applicable to and governing the use, occupancy and conveyance of the Subdivision and all the lots therein.

Exclusion of Lots 9 and 10

1. These Restrictions shall not apply to or affect Lots 9 and 10, nor shall the owners of Lots 9 and 10 be entitled to any of the rights and benefits of these Restrictions. References to "Subdivision" or "lot" in these Restrictions shall expressly exclude Lots 9 and 10.

Reservations

2. Until such time as a Homeowners' Association (as defined below) has been established, Grantor reserves title to all streets, roadways and easements, subject only to grants or dedications herein. Subject to the foregoing, Grantor hereby dedicates to the use of Grantor, the residents of Tyler Branch Estates, Tyler Branch Estates II and their invitees all streets and roadways and related easements shown on the Plat.

3. Grantor reserves the utility easements and right-of-way shown on the recorded plat of the Subdivision for the construction, maintenance and operation of all utility systems now or hereafter deemed necessary by Grantor for certain utility purposes, including systems of electric lights and power supply, natural gas, and telephone service. Such systems shall also include systems for utilization of services resulting from advances in technology. Grantor also reserves the right to make minor changes or an addition to all easements for the purpose of efficiently and economically installing utility systems. Grantor shall not be liable for damages done by any utility company or their assigns, agents, employees or service servants to shrubbery, trees, flowers or other property of the owner situated on the land covered by such easements. It is expressly agreed and understood the title conveyed by Grantor to any land the Subdivision shall not be construed doing clue title to the lines, polls or conduits for any utility or appurtenances constructed by any public utility company and located upon such easements.

Architectural control

4. Grantor hereby creates an architectural control committee (the "Architectural Committee"), the initial member of which shall be Peter Kerth. The Architectural Committee

shall meet in person or telephonically from time to time as may be required to respond to any requests for approval of any construction in the Subdivision.

5. No building, structure, fence or wall shall be erected in the Subdivision until plans for the same are approved in writing by the Architectural Committee, whose decision shall be final. Notwithstanding the foregoing, improvements to any residence not visible outside of the residence shall not require Architectural Committee approval.

6. At such time as the Homeowners' Association is created, the Homeowners' Association shall have the power through written instrument to add one member to the Architectural Committee. At such time as all the lots in the Subdivision have been sold by Grantor, the Homeowners' Association shall have the power through a written instrument to add an additional two members to the Architectural Committee, and Peter Kerth shall withdraw from the Architectural Committee.

Restrictions

7. In order to ensure that the Subdivision shall remain a well-maintained, attractive and orderly residential subdivision, the following restrictions shall be in effect.

- A. The Subdivision shall be used solely for residential purposes and shall consist of private single-family residences only, along with an outbuilding as is customarily appurtenant to a single-family home. No outbuilding may be constructed on any lot until such time as the main residence has been constructed. No outbuilding shall be used as a residence or living quarters.
- B. Only one residence shall be constructed on each lot. This provision shall not, however, prohibit the construction of a residence on two or more adjacent lots by combining the lots into one building site, in which case property lines between the combined lots may be ignored. Notwithstanding the foregoing, the owner of such combined lots shall retain all votes in the in the Homeowners' Association relating to the original lots and shall be liable for any assessment upon the original lots.
- C. The term residential purposes used herein shall be held to exclude multi-family buildings of any kind, along with any commercial or professional building. Notwithstanding the foregoing, a home business may be operated within a residence provided such operation is entirely contained within the residence, is not visible or apparent from the street in any manner and does not materially increase traffic in the Subdivision. Streets and roadways may not be used regularly for the parking or standing of vehicles. Each plot must contain off street parking adequate to accommodate use for residential purposes and any home business.
- D. All residential buildings erected on any lot shall have a minimum total floor area, exclusive of open porches and garages, of 1800 ft.². All residential buildings must have an attached garage. All garage entrances shall face the end or rear of the residence. Foundations must be continuous and of poured concrete. Residence building exteriors must be constructed of new brick, building stone, wood or vinyl

- siding or any combination thereof, provided that good quality used brick may be used. Artificial or composition brick siding, rolled roofing, tar paper and other building materials that are unsightly shall not be used on any exposed exterior portion of any building.
- E. No building may be erected with a flat roof, nor shall any mobile home, factory manufactured home or modular home shall be erected on any lot. No temporary building shall be permitted.
 - F. Buildings must at all time be kept in good condition, adequately painted or otherwise finished. No building or structure upon any lot may be permitted to fall into disrepair.
 - G. Every residential building must be connected to a cesspool, septic tank or city sewer, and not more than one residence shall be connected to each approved cesspool or septic tank.
 - H. At such time as Tyler Branch Road through the Subdivision is paved, each residence shall have a concrete or asphalt driveway from the edge of the street to the garage.
 - I. Home building construction shall be completed within one year of the commencement of the construction.
 - J. No building shall be constructed within 40 feet of Tyler Branch Road or within 25 feet of the other lot lines of each lot unless the homeowner shall have previously received a written waiver of this restriction from the Architectural Committee.
 - K. No fence, wall or outbuilding shall be placed on any lot nearer to Tyler Branch Road than the front building of the residence facing Tyler Branch Road. All fences shall be consistent with the character of the residence and must be properly maintained in an attractive condition.
 - L. Trash, garbage or refuse or other waste shall not be permitted to accumulate in any lot. All waste containers must be screened from view from the street. No lot shall be used as a storage place for salvage materials, commercial vehicles, inoperable vehicles or for vehicle repairs except as contained in an outbuilding.
 - M. All grass and vegetation shall be properly cut and maintained. Dead trees, shrubs and plants shall be timely removed. In the event that any lot owner fails to abide by this restriction, Grantor or the Homeowners' Association may, at its option, perform such maintenance, in which event the lot owner shall be responsible for any costs or expenses of such maintenance.
 - N. No illegal activity or activity that may be materially noxious, detrimental or offensive to any other lot or lot owner may be carried on or allowed to exist on any lot.
 - O. Dogs, cats and other household pets are allowed. Horses, other livestock or dangerous animals are not permitted. Lot owners shall maintain pets so as not to create a nuisance to other lot owners.

8. At such time as 66 2/3% of the lots in the Subdivision have been sold, or at such earlier time as all of the lot owners in the Subdivision agree, the owners of all such lots shall form and be required to join a homeowners' association (the "Homeowners' Association"). The Homeowners' Association may adopt rules governing its operation and the maintenance and improvement of the Subdivision, provided such rules do not violate or contravene any provision of these restrictions. All persons acquiring or owning a lot after the creation of the Homeowners' Association shall be required to join the Homeowners' Association.

9. Except as expressly provided herein, the Homeowners' Association shall be governed by and decision shall be made by a majority of the members, each lot (including lots still owned by Grantor) shall have one vote, and any combined lots shall be entitled to the votes relating to the original lots.

10. The Homeowners' Association shall have the authority to annually assess each lot owner a prorated share of sufficient amount of money to carry out its purposes, which assessment shall be a lien upon each lot owner's lot to enforce the payment thereof. The lots owned by Grantor may not be assessed until such time as Grantor sells such lot. Until such time as the Homeowners' Association is created, the assessment for each lot shall be \$200 per year and shall be paid to Grantor.

11. In the event that the funds generated by the annual assessment shall be insufficient to pay for the maintenance of roadways and common areas, or in the event that the Homeowners' Association seeks to make improvements to the Subdivision, the Homeowners' Association may assess each lot owner on a pro rata basis the cost of such additional amounts. In order to make such additional assessment, the Homeowners' Association shall call a meeting of all of the lot owners at which time the additional assessment must be approved by not less than 66 2/3 % of the votes cast at the meeting in order to become effective.

12. In the event that the Homeowners' Association acts to enforce these restrictions, the lot owner against whom the restrictions are enforced shall reimburse the Homeowners' Association for all costs and expenses incurred in connection with such enforcement, including reasonable and necessary legal and fees expenses. The lien to secure the assessments and any costs payable by a lot owner shall be subordinate only to the lien of any unpaid real estate tax.

13. The annual assessment shall be paid on or before February 1 of each year. Any additional assessment shall be paid within 30 days of the notice of such assessment.

14. Upon the formation of the Homeowners' Association, Grantor shall transfer title to the common ground and roadways to the Homeowners' Association, and will assign the Homeowners' Association its rights and powers under Paragraphs 2 and 3 of these Restrictions.

Enforcement

15. These restrictions shall run with the land and incur to the benefit of the Grantor, all lot owners and their heirs, personal representatives, successors and assigns. Each lot owner shall be obligated and bound to observe such restrictions. Prospective purchasers may request a statement from the Grantor or Homeowners' Association as to the existence of any violation with

respect to a lot, and shall not be liable with respect to any violation not identified in response to such request.

16. Grantor or the owners of any lot in the Subdivision, or their successors and assigns, shall have the right to enforce observation or performance of the provisions of these Restrictions. If any person or persons violate or attempt to violate any of the restrictions, conditions or use limitations contained herein, it shall be lawful for the Grantor or any lot owner to prosecute proceedings at law or in equity against the person violating or attempting to violate the same, either to prevent a violation or to obtain such relief for such violations as may legally be obtainable.

17. Each of these restrictions is declared to be independent of and severable from every other restriction, and if any restriction is held to be invalid or unenforceable, such determination shall not affect the other restrictions, which shall remain in full force and effect.

Amendment

18. These Restrictions may be amended or repealed by a vote of the lot owners (regardless of whether such lots have been sold by the Grantor), with each lot having one vote, and such amendment or repeal approved by 75% of the votes cast. No vote shall be taken unless each lot owner has been given not less than 30 days prior notice of any such election. Elections shall be held by a meeting of the lot owners, or by a written instrument executed by not less than 75% of the lot owners. All such amendments or repeal shall be evidenced by a written instrument duly recorded.

In witness whereof, Grantor has caused this instrument to be signed by its duly authorized manager.

GRANTOR

Tyler Branch, LLC

By: _____
Peter D. Kerth, Manager

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this _____ day of January, 2018, before me appeared Peter D. Kerth, to me personally known to be the managing member of Tyler Branch, LLC, a Missouri limited liability company, who being by me duly sworn, did say that he executed the forgoing Reservations and Restrictions for Tyler Branch Estates II Subdivision General Warranty Deed as the free act and deed of said limited liability company.

Notary Public

My commission expires _____