



**COOPER ESTATES  
PROPERTY OWNERS'  
ASSOCIATION**

**Rules and Regulations,  
Declaration of Covenants, Conditions  
and Restrictions**

## COOPER ESTATES AMENDED RULES AND REGULATIONS

**Adopted by the Property Owners' Association (POA) this 12th day of March, 2013, pursuant to ARTICLE III, Section 2A of the Cooper Estates Covenants.**

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The rules and regulations hereinafter enumerated as to Cooper Estates subdivision shall be deemed in effect until amended by the Board of Directors of the POA and shall apply to and be binding upon all Owners and Lessees who shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guest, invitees and other persons over whom they exercise control and supervision. The Rules and Regulations are as follows:

1. Sidewalk, walkways and entrances must not be obstructed or encumbered or used for any other purpose other than ingress and egress. Bicycles wagons, shopping carts, chairs, benches, tables and/or other objects of a similar type and nature shall not be left thereon.
2. Personal property of all Cooper Estates Owners shall be stored within their units or on their decks or porches.
3. No Owner shall blow, sweep or throw from his Unit or property any dirt, leaves or other substance. The Common Elements shall be kept free and clear of refuse, debris and other unsightly material.
4. No Owner or Guest shall store or leave boats, trailers, mobile homes, buses and the like in the Cooper Estates Subdivision except in his garage.
5. Complaints, suggestions, observations and requests regarding POA employees are to be made directly to the maintenance supervisor and not the employee. At no time is an Owner to supervise any POA employee. No POA employee is to be sent off Cooper Estates during normal working hours.
6. An employee may be hired to perform work at the resident's property. The work must take place **after normal working hours or on the weekend.**

7. No Owner shall make or permit any activity or disturbing noise that will interfere with the rights, comforts or convenience of other Cooper Estates residents. No musical instrument, television, radio or other sound amplifier shall be played or operated in such a manner as to disturb or annoy other residents. The volume as to the foregoing shall be lowered from 11:00 pm to 8:00 am each day.
8. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in or on any property within Cooper Estates. Exceptions are Real Estate & Subcontractors signs while performing work on your property and to be removed not more than one (1) week after the work is complete.
9. Complaints regarding the service of the POA staff shall be made in writing to the Board of Directors of the Association.
10. No inflammable, combustible, or explosive fluid, chemical or substance shall be kept in any Unit except as required for normal household use.
11. Payments of assessments and other fees shall be paid to the management office of the Association. Payment made in the form of checks shall be made to the order of Cooper Estates Property Owners Association, Inc.
12. No pets shall be allowed in the Cooper Estates Subdivision which are not properly leashed and controlled by the Owner thereof so as not to unreasonably annoy or disturb another resident. Pets shall, under no circumstances, be allowed in or on the premises of recreational facilities; Clubhouse, Pool, Pool Deck, Tennis Courts, Picnic Area or Basketball courts.
13. Residents are prohibited in making any changes in plantings or landscaping on the Common Property without the approval of the Architectural Control Committee.
14. Changes in the exterior appearance of individual units are not permitted unless approved by the POA Board of Directors upon recommendation of the Architectural Control Committee.
15. Recreational equipment, dog houses, or fences shall not be situated on Common Property or private property without the approval of the Board of Directors.
16. Fireworks are prohibited in Cooper Estates.

17. Mo-peds and/or other mechanized vehicles are to be used for transportation only and not for racing or sports activities within Cooper Estates.
18. Each year beginning and ending dates for mowing shall be determined by the POA Board of Directors in consultation with the Maintenance Supervisor.
19. Garage sales and auctions are not permitted within Cooper Estates.
20. Concealed Weapons are PROHIBITED on any Common Property within Cooper Estates without a Concealed Carry Weapon (CCW) Permit.
21. In the interest of security, each property owner is allowed to purchase one (1) gate remote for each vehicle owned and parked at his or her individual unit. Each remote will be assigned directly to the resident. Additional remotes can be purchased if needed. The name and telephone number of the person having each additional remote must be provided to the management company. (Example: adult child not living within Cooper Estates requires a remote. That adult child's name and telephone number must be provided in order to issue additional remotes.)

### **SWIMMING POOLS/PICNIC AREA**

The Rules and Regulations shall be as follows:

1. **GUESTS MUST BE ACCOMPANIED BY THE RESIDENT/PROPERTY OWNER AT ALL TIMES.**
2. The opening and closing dates of the pool along with the hours of operation shall be determined by the POA Board of Directors and may change from year to year depending on the condition of the pool and weather.
3. Glass objects are not permitted inside the fenced pool area or picnic area. Violation of this rule could result in broken glass in pool causing damage or personal injury.
4. No one under 16 years of age is permitted to use the pool unless accompanied by a POA resident who is 21 years of age or older.
5. Pool accessories or swim equipment larger than body rings shall not be used when the pools are crowded.

6. Pets **ARE NOT** allowed on the swimming pool deck or picnic areas with the exception of service animals. **NO** animal is allowed in the swimming pool.
7. Residents must be in possession of a Pool ID Tag when using the pool or the pool deck. Pool ID Tags may be obtained from the Maintenance Supervisor or Management Company.

## **TENNIS COURTS/BASKETBALL COURTS**

The Rules and Regulations shall be as follows:

1. **GUESTS MUST BE ACCOMPANIED BY THE RESIDENT/PROPERTY OWNER AT ALL TIMES.**
2. Only tennis shoes are permitted on the courts. Acceptable tennis attire will be worn at all times.
3. Play will be limited to one hour when others are waiting.
4. Adults will have preference over children after 5:00pm.
5. Food and drinks must be kept outside the fenced area.
6. Exterior lighting must be turned off when the courts are not in use.
7. Pets **ARE NOT** allowed on the courts with exception of service animals.

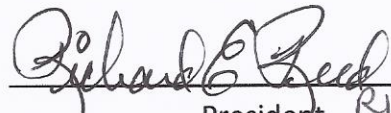
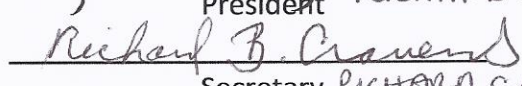
## **CLUB HOUSE**

The Rules and Regulations shall be as follows:

1. **GUESTS MUST BE ACCOMPANIED BY THE RESIDENT/PROPERTY OWNER AT ALL TIMES.**
2. Reservation must be requested by a resident and made through the management office.
3. Events and activities held for the purpose of raising funds for profit at the Clubhouse or Pool area are strictly prohibited. Events and activities for charitable purposes are

permitted, but it is required that a resident be an active member of the organization and be present when the event is held. The Clubhouse is not to be rented.

4. The Clubhouse may not be used for political purposes.
5. In accordance with local fire regulations, the number of persons permitted in the Clubhouse at any one time may be restricted by the Fire Marshall and enforced by the Board of Directors.
6. Clubhouse will be locked between the hours of 11pm-8am daily.
7. Fees in addition to the Cleaning deposit may be charged following an event if extensive cleaning and/or repairs are necessary.
8. Reservations for the following holidays will NOT be accepted: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day.
9. Solicitation within Cooper Estates, to include the Clubhouse, is strictly prohibited.
10. Reservations will not be accepted six (6) months in advance.
11. Anyone who violates the Rules and Regulations for use of the Clubhouse, Pool, Pool Deck, Picnic Area, Tennis Courts or Basketball Courts may be required by the POA Board to forfeit his or her right of usage for one (1) year.
12. Weapons are PROHIBITED within the Clubhouse without a Concealed Carry Weapon (CCW) Permit.
13. Pets **ARE NOT** allowed in the Clubhouse or Pool Area with the exception of service animals.

  
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President RICHARD REED  
  
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Secretary RICHARD CRAVENS

3/12/2013

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COOPER ESTATES, A PLANNED DEVELOPMENT**

The Declaration and Covenants, executed on 25th day of June, 1984, by Cooper Homes, Inc., an Arkansas corporation authorized to do business in Missouri as Cooper Estates of Springfield, hereinafter called Declarant, is hereby amended this 12<sup>th</sup> day of March, 2013; WITNESSETH:

WHEREAS, Declarant is the owner of property described in the plot of COOPER ESTATES 1<sup>ST</sup> ADDITION TRACT I – IV, COOPER ESTATES 2<sup>ND</sup> ADDITION TRACT II – III, COOPER ESTATES 3<sup>RD</sup> ADDITION, COOPER ESTATES 4<sup>TH</sup> ADDITION, COOPER ESTATES 5<sup>TH</sup> ADDITION, COOPER ESTATES 6<sup>TH</sup> ADDITION, COOPER ESTATES 7<sup>TH</sup> ADDITION, COOPER ESTATES 8<sup>TH</sup> ADDITION, COOPER ESTATES 9<sup>TH</sup> ADDITION, COOPER ESTATES 10<sup>TH</sup> ADDITION TRACT I - V, in its entirety, a subdivision located in the City of Springfield, Greene County, Missouri, and desires to impose upon said lands and improvements now or hereafter constructed thereon certain mutual and beneficial covenants, conditions and restrictions for the preservation and enhancement of the value, desirability and enjoyment thereof, which shall run with the land and bind and inure to the benefit of the Declarant and all subsequent owners thereof; and

WHEREAS, Declarant has deemed it desirable and necessary that an agency be created for purposes of certain ownership, operation, maintenance and administration rights, duties and obligations hereinafter set forth and has participated in the formation of the Cooper Estates Property Owners Association, a Missouri corporation not for profit, hereinafter called "Association", for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Declarant hereby declares that the real property described in Article 2 hereof is hereby made subject to the provisions of this Declaration, and said property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions hereafter set forth, which shall run with the land and be binding on all present and future owners of said real property.

**ARTICLE I: DEFINITIONS:**

In addition to other definitions herein provided and except where it is clearly evident from the context that a different meaning is intended, the following terms shall have the following meanings when used herein:

- A. "POA" means Cooper Estates Property Owners Association.
- B. "Declaration" means this instrument as amended from time to time in the manner herein provided.

- C. "Association" means Cooper Estates Property Owners Association, a Missouri corporation not for profit, its successors and assigns.
- D. "Project" means all real property concurrently herewith or in the future submitted to this Declaration and any improvements now or hereafter constructed thereon.
- E. "Lot" and "Unit" means any residence in the Project and the tract of land on which the residence is situated as reflected by the record plot thereof. Some units are on lots owned by the Association. Units on lots owned by the Association include the "footprint" of the residence with an exclusive easement of the roof overhang and the driveway from the unit to the street.
- F. "Member" means all those persons or entities who are members of the Cooper Estates Property Owners Association, c., as hereinafter provided.
- G. "Owner" means any person, firm, corporation, partnership, association or other legal entity, or combination thereof, owning a Lot or a Residence in the Project.
- H. "Occupant" means any person or persons in possession of a Unit.
- I. "Common Elements", "Common Area" and "Common Property" mean any property, real or mixed, owned by the POA and intended to be devoted to the common use and enjoyment of the Owners.
- J. "Utility Easements" shall mean and refer to those areas of land designated for such purposes on any recorded subdivision plot of the Project, or as may be provided in or by this Declaration or any Supplemental Declaration.
- K. "Common Expense" means all expenses incurred by the POA for maintenance, repair, replacement, operation, management and administration of the Project. Any expenses which are the specific responsibility of an individual owner may be paid by as a Common Expense and charged to the responsible Owner as a Personal Charge for reimbursement.
- L. "Assessment" means such amounts as are required by the POA for payment of the Common Expenses and levied against the Owners by the POA therefore.
- M. "Personal Charge" means any expense or charge of the POA for which a specific Owner is liable. Owner of record is responsible of monthly assessments and maintenance of property.
- N. "Service Way" means an improved drive on the common property providing access from the street to a number of units, maintained by the Association.

## **ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION**

The existing real property which is and which shall be held, transferred, sold, conveyed, hypothecated, encumbered and occupied subject to this Declaration is located and situated in the City of Springfield, Greene County, Missouri.

## **ARTICLE III: THE ASSOCIATION**

### **Section 1: General Powers and Duties**

The operating entity of the Project shall be the POA. The POA shall have all powers and duties set forth therefore in this Declaration, its Articles of Incorporation and By-Laws, applicable laws, statutes, ordinances and governmental rules and regulations, and all other lawful powers and duties deemed by its Board of Directors as advisable or necessary to carry out its functions, including the obligation and duty to maintain the common areas. Voluntary dissolution of the POA shall occur only with the prior written consent of the City of Springfield, Missouri and two-thirds (2/3) majority vote of all property owners. Every Owner, however acquired, shall be bound by this Declaration, the POA Articles of Incorporation, By-Laws and Rules and Regulations, and the above set forth laws, statutes, ordinances and governmental rules and regulations.

### **Section 2: Specific Powers and Duties**

Without limitation of the foregoing General Powers and Duties, the POA is expressly authorized in its discretion and on behalf of the Owners to do any or all of the following:

- A. To adopt, amend, publish and enforce reasonable Rules and Regulations relating to the possession, use and enjoyment of the Project.
- B. To obtain legal, accounting, contracting and other professional services necessary or desirable for the operation of the Project.
- C. To obtain insurance coverage for the Common Property which may include, but is not limited to, harassment, fire and extended coverage, vandalism and malicious mischief, personal property damage, comprehensive general liability, hired and non-owned automobile coverage, Workman's Compensation, and such other coverage as the Board of Directors of the POA shall from time to time determine to be necessary, desirable or advisable.
- D. To levy, collect and enforce Assessments in the manner provided in this Declaration in order to pay the Common Expenses of the Project.
- E. To cause an external full audit by an independent public accountant to be conducted for all accounts and financial records of the Association every third (3rd) year and a review of all accounts and financial records of the Association every year not covered by a full audit, by an independent public accountant.
- F. To cause to be opened and maintained such accounts as are necessary or desirable in banks and savings and loan associations for deposit of funds of the Association.
- G. To repair, maintain, replace or repaint any and all Common Properties and to acquire equipment, materials, supplies, personnel or equipment necessary or proper in connection therewith.

- H. To enter into contract for a management agent to carry out day to day operation as approved by the Board of Directors.
- I. To do all other lawful things or acts deemed by the Board of Directors of the POA to be necessary, desirable or appropriate for the administration, operation and maintenance of the Project.

### **Section 3: Limited Liability**

The POA shall not be responsible for acts or omissions to act which do not amount to gross negligence or willful misconduct, or for the acts or omissions to act of any Owner or for the breach of any obligation of any Owner. Notwithstanding the duty of the POA to maintain and repair parts of the Project and the Common Elements therein, the POA shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other Owners, Occupants or persons.

## **ARTICLES IV: ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

### **Section 1: Membership**

Each Owner shall be a Member of the POA and shall remain a Member until ownership ceases. The membership of each owner in the POA in a Lot or Unit and shall be automatically transferred upon any transfer or conveyance of the Lot or Unit to any transferee or grantee authorized herein or by the Association.

### **Section 2: Voting Rights**

Every Lot or Unit of the POA shall be entitled to one (1) vote. Non owners do not have voting privileges or a voice within the POA.

## **ARTICLE V: BOARD OF DIRECTORS**

Each member of the Board of Directors shall:

- A. Reside within Cooper Estates. Resident occupancy must be no less than ten (10) months of the year in order to be available to both the POA Board of Directors and to the residents.
- B. Have at least 80% attendance per calendar year in minute recordings in order to be considered a Board member in good standing with voting privileges on POA issues.
- C. Serve for a term consisting of three (3) years. Board members cannot serve more than two (2) consecutive terms.
- D. Be ineligible for re-election after (2) consecutive terms. Board member must remain off the Board for three (3) years before being re-nominated for service on the Board.
- E. Have owned and resided at their property no less than one (1) year before being nominated for an open Board seat.

- F. Attend scheduled Study Sessions which may be held as needed and without prior announcements to the membership for the purpose of addressing the issues of management in the day to day operation of the Association and at the Board of Directors discretion.
- G. Attend regular Board meetings which will be held within Cooper Estates (Clubhouse) and which will remain open to the membership. Closed Executive Sessions may be held at other times to discuss issues of personnel.
- H. Board meetings shall be held on the second Tuesday of each month. Call to Order will be no earlier than 6pm in order to accommodate an open meeting and the residents of Cooper Estates.
- I. During election period for a Board of Director open seat, ballots shall be sent to each Owner on the 2nd business day of January and shall be postmarked and returned to the management company no later than the 31<sup>st</sup> of January of that election year. Ballots shall be received and held by the management company until the first business day of the following month, at which time the ballots will be tallied by at least two (2) current Board members, witnessed by a representative designated by each nominated candidate and supervised by a representative of the management company. Election results will be announced during the February Board meeting. If a vacancy occurs on the Board, the remaining Board members may appoint another Owner to fill the unexpired term.

## **ARTICLE VI: PROPERTY RIGHTS IN COMMON PROPERTIES**

### **Section 1: Ownership by Association**

All property acquired by the Association, whether real, personal or mixed, shall be held, utilized and disposed of by the POA as Common Property for the use and benefit of the Owners of the Project. Except as otherwise specifically provided in this Declaration, any expense of the acquisition, ownership, administration, maintenance, operation, repair or replacement of the Common Properties shall be treated as and paid for as part of the Common Expense of the Association, unless the equipment is damaged while being used by an Owner, or a person on the property with the permission of an Owner, for personal use. At that time, the Owner shall repair or replace as determined by the Board of Directors. *A waiver of liability shall be signed by the Owner, prior to the usage of any piece of equipment, releasing Cooper Estates Property Owners Association of any and all liability before equipment is to be used by any Owner, or a person on the property with the permission of an Owner.*

## **Section 2: Owners Easement of Enjoyment**

Every Owner shall have a right and easement of enjoyment in and to the Common Properties and such easement shall pass with the title to every Lot, subject to the following provisions:

- A. The right of the POA to charge reasonable admission and other fees for the use of any recreational facility or other improvements situated upon the Common Properties.
- B. The right of the POA to suspend the voting rights and use of Common Property by an Owner as provided in this Declaration.
- C. The right of the Owners to the exclusive use of parking spaces as provided in this Declaration.

## **Section 3: Delegation of Easement of Enjoyment**

Notwithstanding anything herein to the contrary, the easement of enjoyment of an Owner may be transferred to a tenant or lessee who shall occupy the Unit of such Owner under a written lease agreement, provided: (1) that a copy of such lease agreement is made available to the Association; (2) the Owner shall remain jointly and severally liable with the lessee for any breach of the duties and responsibilities of an Owner under this Declaration; (3) during the period of such lease delegation, the lessee shall have such easement of enjoyment in lieu of the Owner; and (4) such delegation shall be otherwise subject to such reasonable rules and regulations as the Board of Directors of the POA shall determine.

## **Section 4: Ingress and Egress**

Owner shall have an appurtenance to their Unit a perpetual easement for ingress and egress to and from such Unit over the Common Properties as may be necessary to provide reasonable access to said Units. In the event that any of said easements for ingress and egress shall be encumbered by a mortgage or other lien, such mortgages or other liens shall hereby be subordinated to the egress rights of any Owner. Each Owner shall maintain the driveway from the street or service way to his Unit and any walk to his Unit.

# **ARTICLE VII: COVENANT FOR MAINTENANCE ASSESMENTS**

## **Section 1: Creation of Lien**

Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed, shall be deemed to covenant and agree to pay to the Association: (1) Annual Assessments; and (2) Special Assessments, such Assessments to be fixed, established, and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a continuing charge and lien upon the Lot or Unit against which each such Assessment is made.

**Section 2: Purpose of Assessments**

The Assessments levied hereunder by the POA shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Project and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and the improvements situated thereupon, including, but not limited to, the payment of taxes and insurance thereon, maintenance, repaint, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. The limitation aforesaid shall not preclude the use of Assessments levied hereunder for maintenance of roads and streets within the Project, even though same may have been dedicated to the public.

**Section 3: Maximum Annual Assessment**

Annual Assessments may be increased each year by not more than 20% above the Annual Assessment for the previous year by vote of the Board of Directors of the POA and without a vote of the Membership. Unless the Annual Assessments shall be increases aforesaid, they shall remain at the rate prevailing for the previous year. The Board of Directors of the POA may at any time within its discretion fix the Annual Assessment at an amount less than the amounts aforesaid.

**Section 4: Special Assessments for Capital Improvements**

In addition to the Annual Assessments, the POA may levy in any assessment year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the roads and streets within the Project, even though same may have been dedicated to the public, and also any described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5: Notice and Quorum for Any Action of Members Authorized Under Sections 3 and 4**

Written notice of any meeting of the Membership called for the purpose of making any action authorized under Section 3 and 4 hereof shall be sent to all Members not less than 30 days or more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies called to cast a majority of all the votes of Members shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorums at the preceding meeting.

**Section 6: Dates of Commencement of Assessments**

Annual Assessments shall commence and become due and payable as to each Lot on the first day of the month of a fee interest therein. The first Annual Assessment for each Lot or

Unit shall be prorated according to the number of months remaining in that calendar year. Written notice of Assessments shall not be required. The due date of any Special Assessment shall be fixed in the resolution authorizing such assessment and may also be payable monthly within the discretion of the Board of Directors. The POA shall, upon demand and for which a reasonable charge may be imposed, furnish a certificate signed by an officer of the POA setting forth whether the assessments on a specific Lot or Unit have been paid.

#### **Section 7: Non-Payment of Assessments**

If any Assessments are not paid on the date when due, then such Assessments shall become delinquent and the POA shall have the right to declare the entire assessment due and payable, together with such interest thereon and costs of collection thereof as hereinafter provided. The POA may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and both actions shall be cumulative and neither shall preclude the other. No Owner may waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his or her Lot.

If Assessments have become delinquent and the POA shall declare the entire Assessment due and payable, same shall bear interest from the date of delinquency at the lawful rate and such judgment shall include interest on the Assessments as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Upon a sale of a unit or lot, whether the sale is closed by a title company or not, the Association shall have a right to receive payment of any dues or assessments that are then unpaid prior to the time of the transfer of title. If such unpaid dues or assessments are not paid as a part of the closing of the sale of the unit or lot, they shall remain as liens against the Lot or Unit and may be collected by foreclosure.

#### **Section 8: Subordination of the Lien to Mortgages**

The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust now or hereafter placed upon the priorities subject to assessment. While the ordinary sale or transfer of any Lot or Unit shall not affect the Assessment lien, the sale or transfer of any Lot or Unit which is subject to any first mortgage or deed of trust pursuant to a decree of foreclosure or proceeding in lieu of foreclosure shall extinguish or transfer. No such sale or transfer shall relieve such Lot or Unit from liability for any assessments thereafter becoming due or from the lien thereof.

#### **Section 9: Exempt Property**

The following property subject to the Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local authority; (b) the Common Properties; (c) utilities; (d) utility easements and all other easements; and (e) any Reserved Properties.

## **ARTICLE VIII: PARTY WALLS, ROOF OVERHANG EASEMENTS, AND CHIMNEY ENCROACHMENT EASEMENTS**

### **Section 1: Party Walls**

*The following provisions shall apply to party walls within the Project.*

- A. General Rules of Law to Apply: Each wall which is built as a part of the original construction of the Units and placed on the dividing lines between Lots shall constitute a Party Wall. To the extent not inconsistent with the provision of this Article, general rules of law regarding Party Walls of liability for property damage due to negligent or willful acts or omissions shall apply thereto.
- B. Repair and Maintenance: The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the wall in proportion to such use.
- C. Destruction by Fire or Other Casualty: If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it and if other Owners thereafter make use of the Wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner to call for a large contraction from the others under any rule of law regarding liability for negligent or willful acts or omissions.
- D. Weatherproofing: Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- E. Right to Contribution Runs with Land: The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners' successors in title.
- F. Arbitration: In the event of any dispute arising concerning a Party Wall, or under the provision of this Article, each party shall choose one arbitrator, and such arbitrators, as chosen, shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

### **Section 2: Roof Overhang Easements**

In any case where as a part of the original construction of a Unit, the roof or roof overhang shall extend upon or over a Party Wall, the adjoining Lot or any portion of the Common Properties, the, and in such event, the Owner of the Lot whereon such Unit is constructed, his heirs, successors or assigns, as the case may be shall have a continuing easement as to the affected Party Wall, adjoining Lot or portion of the Common Properties for the support, permissive use, maintenance and replacement of such roof and roof overhang, provided, however, under no circumstances shall such roof or roof overhang extend over such Party Wall, Lot or Unit or common Property more than five (5) feet.

### **Section 3: Chimney Encroachment Easements**

In any case where as a part of the original construction of a Unit, a chimney shall encroach upon a Party Wall, an adjoining Lot or Unit or adjoining Common Properties, then, and in such event, the Owner of the Lot or Unit whereon such Unit is constructed, his heirs, successors or assigns, as the case may be, shall have a continuing easement as to the affected Party Wall, adjoining Lot or Unit or portion of the Common Properties for, that under no circumstances shall such chimney extend over such Party Wall, Lot or Unit or Common Property more than five (5) feet.

## **ARTICLE IX: ARCHITECTURAL CONTROL COMMITTEE**

No structures shall be commenced, erected or maintained upon the Project, nor shall any exterior change or alteration (including change of color) be made to any Unit, until and unless the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounds structures and topography by the Architectural Control Committee of the Board of Directors of the Association. Such Committee shall be composed of three (3) or more representatives appointed by the Board of Directors of the Association. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been properly submitted to it in accordance with reasonable rules and regulations which may be promulgated thereby, approval will not be required and this provision will be deemed to have been fully complied with.

## **ARTICLE X: EXTERIOR MAINTENANCE**

### **Section 1: Failure to Maintain by Owner**

In the event the Owner of any Unit and any exclusive easement appurtenant thereto shall fail to properly provide for exterior maintenance thereof, the POA may, but shall not be obligated to provide such exterior maintenance as follows: repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, windows, fascia, doors, decks and other exterior improvements including repainting or staining as needed, and including maintenance of the yard.

### **Section 2: Assessment of Cost**

The cost of such exterior maintenance shall be assessed against the Lot or Unit upon which such maintenance is done and shall be added to and become a part of the Annual Assessment or charge, it shall be a lien upon said Lot or Unit until paid, subject however, to any prior lien by reason of a first mortgage or first deed of trust, and shall become due and payable in all respects as provided herein for Assessments.

## **ARTICLE XI: USE AND OCCUPANCY RESTRICTIONS**

### **Section 1:     Occupancy Restrictions**

Units shall be used as a private residential dwelling for the Owner and the members of his family, his social guests, lessees, licensees and invitees.

### **Section 2:     Use of Common Property**

Any person who is an Owner, together with members of his family, social guests, lessees, tenants, and invitees may use the recreational facilities, if any, and the other Common Elements. Where a corporation is an Owner, the use of said facilities shall be limited at any one time to such persons designated by said corporation who are in actual residence or possession of the Unit and such persons shall be deemed to be the Owner for the purposes of this paragraph.

### **Section 3:     Rules and Regulations**

The POA Rules and Regulations shall be posted in conspicuous places within the Project. Notwithstanding anything hereinabove to the contrary, Owners, their family members, invitees, guests, tenants and lessees shall be bound by all such Rules and Regulations.

### **Section 4:     General Appearance and Use**

- A. Owners shall not affix, attach, hang, display or place anything on any exterior walls, doors or windows, or install any clothes lines, garbage racks or garbage pails, awnings or storm shutters, screens, exterior antennas or aerials, or enclosures of any type on the Units or Common Elements, or cause any type of ground coverage to be installed or grow any type or plant, shrubbery, flower, vine or grass on the Common Property, without the prior written consent of the POA or Architectural Committee.
- B. The use of any garage, carport, driveway or parking area which may be in front of, adjacent to or part of any Lot or Unit as a habitual parking place for a commercial vehicle is prohibited. All garage doors shall be closed except as required to be opened for the purpose of ingress or egress.
- C. Owners shall not permit or suffer anything to be done or kept in a Unit which will increase the rate of insurance on other Units or the Common Properties or which will obstruct or interfere with the rights of other occupants, or annoy them by unreasonable noises or otherwise, nor shall the Owners commit or permit any nuisance, immoral or illegal acts in or about the Units or the Project.
- D. Owners shall not exhibit any signs, advertisements or notices of any type on the Common Elements of Units unless prior written consent is obtained from the POA or Architectural Control Committee.

## **Section 5: Violations**

In the event an Owner violates or threatens to violate any of the provisions hereof, the POA shall have the right to proceed in a court of equity for an injunction to seek compliance. In lieu, thereof, or in addition thereto, the POA shall have the right to levy a Personal Charge, enforceable in the same manner as Assessments, against Owner and his Lot or Unit for such sums as are necessary to enjoin and to restore the affected Unit or Common Property to good condition and repair.

## **ARTICLE XII: UTILITY EASEMENTS, ROADS AND STREETS AND OTHER RESERVATIONS**

### **Section 1: Utility Easements**

The POA, for itself and its successors and assigns, hereby reserves and is given a perpetual, alienable and releasable blanket easement, privilege and right on, in, over and under the lands as hereinafter designated of the Project to install, maintain and use electric, antenna television, and telephone transmission and distribution systems, poles wires, cables and conduits, water mains, water lines, drainage lines and drainage ditches, or drainage structures, sewers, and other suitable equipment and structures for drainage and sewerage collection and disposal purposes, or for the installation, maintenance, transmission and use of electricity, cable television systems, telephone, gas, lighting, heating, water, drainage, sewerage and other conveniences or utilities on, in, over and under all of the Common Property, and on, in, over and under all of the easements, including but not limited to private ways, service ways, private lands and public roads and public streets in place or shown on any subdivision plat of the Project, whether such easements are for drainage, utilities or other purposes. The POA and Owners shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designed on any plat of the Project, is and shall remain private easements and the sole and exclusive property of the POA. Within these aforesaid easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easements, or which may obstruct or retard the flow of water through drainage channels within the easement.

Certain easements of way for private streets and service ways have been or will be dedicated, as is or to be reflected on the record plats of the Project, and person, firms, or corporations engaged in supplying electric power, gas, telephone, antenna television transmission, water and shall have the right to use and occupy said easements of way and streets for the installation, maintenance, repair and replacement of such utility services. Other

easements, as specified in the Declaration or reflected on the records plats of the Project, for the installation, maintenance, repair and replacement of utility services and drainage, have been or will be reserved. The agents, servants, and employees of any parties giving any utility service shall have the right of ingress to and from and in, over and across said easements. No improvements, trees, incinerators, fences or other hindrances shall be placed upon any such easement areas, to the extent that the location of same is specifically reserved or reflected, that will interfere with the operation and maintenance of such utility services. In the event such improvements, =trees, fences, or other hindrances are grown, built or maintained within the areas of such easements, no utility shall be liable for the destruction or repair of same, provided that such utilities use their best efforts consistent with their purposes to lessen any damage or inconvenience to improvements which have theretofore been location upon the property.

## **Section 2: Roads and Streets Reserved**

The roads, streets and service ways which are not dedicated to the general public will be a part of the Common Properties. The POA shall be the sole judge as to when roads, streets and service ways, whether dedicated to the public or as Common Properties, shall be constructed and extended from time to time. The POA shall also be the sole judge as to the extent the roads; streets and service ways will be improved. In the event the POA shall decide it is not economically feasible to extend improved roads or streets to a particular area, it shall not be obligated to do so. The cost of maintenance, capital improvements, operation, taxes and other expenses incident to the roads and streets, regardless of whether dedicated to the public or as Common Properties, may, in the discretion of the POA Board of Directors, be paid from Assessments against each Lot or Unit as herein provided.

## **Section 3: Roads and Streets**

The POA hereby reserves a perpetual, alienable and releasable blanket easement, privilege and right in, upon, over and across the Common Properties for purposes of constructing and maintenance such roads, streets or service ways as it shall determine to be necessary or desirable in its sole discretion, including such cuts, grading, leveling, filling, draining, paving, bridges, culverts, ramps and any and all other actions or Installations which it deems necessary or desirable for such roads, streets or highways to be sufficient for all purposes of lawful transportation and travel. The width and locations of the right of way for such roads, streets or highways shall be within the sole discretion of the POA, its successors and assigns, provided, however, that the POA will use their best efforts consistent with their purpose to lessen any damage or inconvenience to improvements which have theretofore been located upon the property of designating such roads, streets or highways as public or private and of alienating and releasing the privileges, easement and rights reserved herein.

#### **Section 4: Recreational Facilities**

The cost of maintenance, improvement, operations taxes and other expense incident to these Common Properties shall be the obligation of the POA and shall be paid from the Assessments against each Lot or Unit as herein provided and also from any fees for the use of the Common Properties.

#### **Section 5: Encroachments**

If any portion of the Project encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event any improvement involved in such encroachment is partially or totally destroyed and then rebuilt, any unintentional encroachments as above described, due to such reconstruction, shall be permitted and a valid easement for said encroachments and the maintenance thereof shall exist.

#### **Section 6: Others**

All other easements and reservations as reflected on or in the notes of the recorded, subdivision plats of lands within the Project or hereafter granted of record by the Association, in its sole discretion, as to the Common Property, shall be binding upon each Owner and his Lot or Unit to the same extent as if set forth herein.

### **ARTICLE XIII: OWNER LIABILITY**

Any violations of this Declaration, the POA Articles of Incorporation, By-Laws, Rules and Regulations, or any laws, statutes, ordinance, or governmental authority rules and regulations by a family member, guest, lessee, licensee or invitee of any Owner shall be the responsibility of that Owner and all enforcement rights or penalties therefore shall be applicable to said owner, except as specifically provided to the contrary in such documents or laws, statutes, ordinances, or governmental authority rules and regulations.

### **ARTICLE XIV: SUSPENSION OF VOTING RIGHTS AND EASEMENT OF ENJOYMENT**

#### **Section 1: Regular Suspension**

Should an Owner become delinquent in the payment of any Assessment or Personal Charge or violate any other provision of this Declaration, the POA Articles of Incorporation, By-Laws or Rules and Regulations, the POA may deny such Owner enjoyment of the Common Properties until such time as any such delinquent Assessments or Personal Charges and any interest due thereon are paid and any such violations are ceased and any penalties therefore are satisfied. Notice of Suspension, Notice of Intent to Enforce or Notice of Billing, shall be forwarded to the Owner, via USPS, certified, return receipt.

**Section 2: General**

Any suspension of rights under these provisions shall not be used as a basis for any reduction of Assessments or other charges payable by such Owner.

**ARTICLE XV: AMENDMENT OF DECLARATION**

**Section 1: Owner's Right of Amendment**

This Declaration may be amended at any regular or special meeting of Owners, duly called and convened in accordance with the By-Laws, by the affirmative vote of members casting a majority of the total votes of members of the Association. Such amendment shall not be effective until certified by the Board of Directors and recorded in the Greene County Recorder's Office.

No such amendment shall change the voting rights of any Owner, unless the Owner thereof and all record holders of first deeds of trust thereon shall join in the execution of the amendment. No such amendment shall be passed which shall impair or prejudice the rights and priorities of any first deed of trust or change the provisions of this Declaration with respect to first deeds of trust without the written approval of all note holders secured by first deeds of trust of record, this being a covenant for the benefit of such first note holders and enforceable by them.

**Section 2: Governmental Approval of Amendments**

Any amendment to this Declaration which would change the terms and conditions of the Plot Assignment District approved by Greene County or the Planned Development District approved by the City of Springfield for the project shall require the written approval of the appropriate governing body before it shall become effective.

**ARTICLE XVI: MISCELLANEOUS PROVISIONS**

**Section 1: Invalidity**

If any of the provisions of this Declaration, the Articles of Association or By-Laws of the Association, or any section, clause, phrase, word or the application thereof, in any circumstance, is held invalid of the remainder of such Instruments and the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

**Section 2: Notices**

Whenever notices are required to be sent hereunder, the same may be delivered to Owners either personally or by mail, addressed to such Owners at their place of residence on file with the Association. Proof of such mailing or personal delivery shall be given by affidavit of the personal mailing or personally delivering said notices. All notices shall be deemed and

considered sent when mailed. Any party may change his or its mailing address by written notice to the POA office.

**Section 3: Gender and Plurals**

Whenever the context so requires, use of any gender shall be deemed to include all genders, use of the singular shall include the plural and use of the plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose to create a uniform plan for the development and operation of the Project.

**Section 4: Captions**

The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied on nor used in construing the meaning or effect of any of the text.

**Section 5: Flood Plain Information**

No Unit will be constructed or sold within an area designated by any Federal, State or local agency to be "Flood Prone" as identified by the Federal Insurance Administration, U.S. Department of Housing and Urban Development. As the lots are not believed to be within the flood plain of any 100-year design storm, minimum floor elevations are not required to be reflected on any record plat of the lots. However, each Owner is advised to verify the most current information available on the status of flooding on the property.

**Section 6: Owner Approval**

The Owners, by virtue of their execution of a contract for purchase or acceptance of a deed of conveyance of their lot, and other parties by virtue of their occupancy of units, shall be deemed to approve the foregoing and all of the terms, conditions, restriction, right, duties and obligations thereof.

**Section 7: Governmental Authority**

The Project is subject to conditions, covenants, limitations, restrictions, reservations and all other matters of records and the rights of the United States, the State of Missouri, the County of Greene and the City of Springfield and any other governmental or quasi-government authority or agency now or hereafter existing, as to any statutes, laws, orders, ordinances, rules or regulations applicable thereto.

**Section 8: Enforcement**

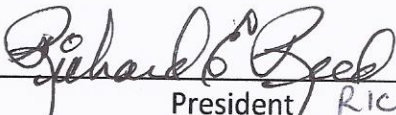
Enforcement of this Declaration may be by any proceeding at law or in equity brought by the POA against any person or persons violating or attempting to violate any covenant, condition, or restriction herein, either to restrain violation or to recover damages against the party in violation or to enforce any lien created by these covenants. Failure by the POA, to enforce any lien, covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Assessments, fees or fines may be assessed to residents in violation of any part of the Rules & Regulations or Declaration of Covenants,


Conditions and Restrictions. Amounts will be determined at the sole discretion of the Board of Directors and will be applied without discrimination or favoritism.

**Section 9: Applicability**

All provisions set forth herein shall extend to and be binding on the respective Personal Representatives, heirs, successors and assigns of all parties mentioned herein where consistent with the context hereof.

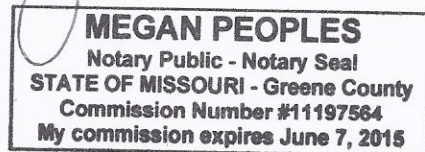
IN WITNESS WHEREOF, this First Amendment to the Declaration of Covenants was executed on the date set forth above by the President and Secretary of COOPER ESTATES PROPERTY OWNERS' ASSOCIATION, a Missouri not for profit corporation.

  
\_\_\_\_\_  
President RICHARD REED

  
\_\_\_\_\_  
Secretary RICHARD CRAVENS

Subscribed and sworn to before me, a Notary Public, this 12<sup>th</sup> day of March, 2013.

  
\_\_\_\_\_





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14 MAR 2013 12:09:00pm

Book: 2013  
Page: 011135-13  
24 pagesREAL ESTATE DOCUMENT  
GREENE COUNTY, MISSOURI  
RECORDERS CERTIFICATION*Cheryl L. Dawson*  
RECORDER OF DEEDS

reclac

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(Space above reserved for Recorder of Deeds certification)

**Title of Document:** Cooper Estates POA Rules & Regulations,  
Declaration of Covenants, Conditions & Restrictions  
**Date of Document:** 3/12/2013

**Grantor(s):** Cooper Estates POA

**Grantee(s):**

**Mailing Address(s):** Cooper Estates POA  
1162 New Castle Ave  
Springfield, MO 65802



**Legal Description:** See page 7

**Reference Book and Page(s):**

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(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)