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Page:001654-26
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REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Stephany Spaulding
RECORDER OF DEEDS

jmcguire

Title of Document: Declaration of Covenants, Conditions and Restrictions of
Turners Ranch Subdivision

Date of Document: January 13, 2026

Grantor: Turners Ranch, LLC and Sunshine Developer, LLC

Grantee: Turners Ranch, LLC and Sunshine Developer, LLC

Grantee's Mailing Address: 5517 N. Farmer Branch Road, #115
Ozark, MO 65721

Legal Description: See Exhibit A

Reference Book and Page(s): Book 2026 Page 001653-26



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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF TURNERS RANCH SUBDIVISION**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TURNERS RANCH SUBDIVISION is made by Turners Ranch, LLC, a Missouri limited liability company ("Turners Ranch") and Sunshine Developer, LLC, a Missouri limited liability company ("Sunshine").

WITNESSETH:

WHEREAS, the Turners Ranch is the owner of the Subdivision Property (as defined below), which shall be platted and known as Turners Ranch Subdivision (as defined below); and

WHEREAS, Turners Ranch hereby subjects the Subdivision Property to the covenants, conditions and restrictions set forth in this Declaration;

WHEREAS, Turners Ranch is initially referred to and shall serve as the "Developer" as that term is used and provided for under this Declaration; provided that the role of the "Developer" may shift to Sunshine in the event Turners Ranch does not complete future phases of the Turners Ranch Subdivision and Sunshine proceeds to complete one or more of such future phases pursuant to the Option Agreement (as defined herein);

NOW, THEREFORE, Turners Ranch and Sunshine hereby make the following covenants, conditions, restrictions and other agreements with respect to the Subdivision Property as set forth below.

ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION

Turners Ranch, as the initial Developer and owner of the Subdivision Property, hereby declares that all of the Subdivision Property (as defined below and legally described on **Exhibit "A"**) is and shall be held, conveyed, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration (as defined below). This Declaration is in furtherance of a general plan for the subdivision, improvement and sale of the Subdivision Property and for every part thereof. **This Declaration shall run with the Subdivision Property for all purposes and shall be binding upon and inure to the benefit of the Developer, the Association (as defined below) and all Owners (as defined below) and their respective successors and assigns.**

ARTICLE II
DEFINITIONS

Section 1: As used in this Declaration:

(a) **"Association"** shall mean and refer to Turners Ranch Homeowners Association, Inc., its successors and assigns, as further defined in Article V below.

(b) **"Architectural Committee"** shall mean the committee appointed by the Board to fulfill the duties and responsibilities set forth and described in Article VIII ARCHITECTURAL CONTROL.

(c) **"Board"** shall mean the Board of Directors of the Association.

(d) **"City"** shall mean the City of Springfield, Missouri.

(e) **"Common Area"** shall mean any real property designated or shown as Common Area on any final plat of the Turners Ranch Subdivision, as recorded, including any amendments or additions thereto. Drainage easements, utility easements and other easements within Lots are for the benefit of the Owners of the Lots and/or the public as provided on any final plat of Turners Ranch Subdivision, but such easements are not considered Common Area in terms of Association maintenance obligations, except as specifically provided in this Declaration or on any final plat of Turners Ranch Subdivision. **All such Common Area shall be deeded by quit claim deed from the Developer to the Association.**

(f) **"Corner Lot"** shall mean any lot which abuts, other than at its rear line, upon more than one street.

(g) **"County"** shall mean Greene County, Missouri.

(h) **"Declaration"** shall mean this **"Declaration of Covenants, Conditions and Restrictions of Turners Ranch Subdivision"** and all other provisions set forth in this entire document, as the same may from time to time be amended or modified.

(i) **"Developer"** shall initially mean Turners Ranch, LLC, its successors and assigns, and any entity designated by Turners Ranch, LLC, as a Developer or successor; provided, however, Sunshine may become the Developer pursuant to Article XII, Section 1(a).

(j) **"Landscape Island"** shall mean any landscape island within Turners Ranch Subdivision, as shown on the Subdivision Plat, and any other landscape islands constructed in public roads within the Subdivision Property, as shown on a subsequent

Subdivision Plat.

(k) **"Lot"** shall mean any parcel of real property designated as a Lot on any recorded Subdivision Plat or re-plats thereto within the Subdivision Property or any additions thereto, and does not include any Common Area, public streets or other land areas dedicated to the public, as designated on such plats.

(l) **"Owner"** shall mean the record owner, whether one or more persons or entities, of a fee interest in any Lot. The foregoing does not include any persons or entities which hold an interest in any Lot merely as security for the performance of an obligation.

(m) **"Rules"** shall mean and refer to those rules, regulations and guidelines as passed and promulgated by the Association or the Architectural Committee, under the authority granted by this Declaration, or the Articles of Incorporation or By-Laws of the Association. [See Article V, Section 3: Rules (Board) and Article VIII, Section 2: Duties and Rules (Architectural Committee).

(n) **"Single Family Residence"** shall mean a structure containing one dwelling only and occupied by not more than one family.

(o) **"Subdivision Plat"** shall mean a recorded final plat, and any recorded amendments thereto, covering the Subdivision Property **and the New Property (as defined in Article XII, Section 1: Phases; Additional Land)**. For illustration purposes only, attached hereto as **Exhibit "B"** is the map portion of the most up to date draft of the final plat of 1st Addition of Turners Ranch Subdivision as of the date of recording of this Declaration; however, the recorded final plat, and any recorded amendments thereto, shall be deemed to be the Subdivision Plat.

(p) **"Subdivision Property"** shall mean and refer to the real property legally described on **Exhibit "A"**, which is attached hereto and incorporated herein, and any New Property. The Subdivision Property is also referred to as the Turners Ranch Subdivision in this Declaration.

(q) **"Turners Ranch Subdivision"** shall mean **the Subdivision Property and any New Property**, subject to this Declaration, as it may be amended. The defined terms Turners Ranch Subdivision and Subdivision Property are used interchangeably throughout this Declaration.

(r) **"Visible From Neighboring Property"** shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on the ground on any part of such neighboring property.

ARTICLE III

COMMON AREA PROPERTY RIGHTS

Section I: Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area; the right of the Association to limit the number of guests of Owners; the right of the Association to limit the Common Areas which may be used by guests of Owners; the right of the Association to impose conditions under which Common Areas may be used by Owners and/or their guests;

(b) The right of the Association to suspend any Owner's voting rights and rights to use the recreational facilities and other amenities located on the Common Areas for any period (a) during which any Annual Dues or Special Assessment against the Owner's Lot remains unpaid and (b) any infraction of this Declaration, any amendment thereto, the By-Laws of the Association or any Rules, which remains uncured, resolved, unsatisfied or otherwise outstanding;

(c) The right of the Association to dedicate, transfer or lease all or any part of the Common Area to any governmental agency, authority, public or private utility or other private entity for such purposes as deemed appropriate by the Association, and as approved by the County or, in the event of annexation, the City; and

(d) The right of the Association to promulgate and enforce Rules in connection with the Subdivision Property described herein or any additions thereto.

ARTICLE IV PROPERTY SUBJECT TO THE DECLARATION

Section I: General Declaration. The Developer may develop Turners Ranch Subdivision in phases, by subdivision into various Lots and/or by the addition of New Property. The Developer may amend, supplement or modify this Declaration with such additional covenants, conditions and restrictions as provided in Article XIII, Section 3: Amendment. The Developer's sale and conveyance of Lots is subject to this Declaration, as modified and amended. The Developer hereby declares that all of the Subdivision Property, is and shall be held, conveyed, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time. This Declaration, as amended or modified, is in furtherance of a general plan for the subdivision, improvement and sale of said real property and is established for the purpose of enhancing the value, desirability, and attractiveness of said real property and every part thereof.

ARTICLE V THE TURNERS RANCH HOMEOWNERS ASSOCIATION, INC.

Section 1: Organization.

(a) The Association. The Association is a non-profit corporation organized and existing under the General Not-For-Profit Corporation Act of the State of Missouri, charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation, its By-Laws and this Declaration. Neither the Articles nor By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. No amendment shall be made to dissolve the Association without the consent of the County or, in the event of annexation, the City.

(b) Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers of the Association as the Directors may elect or appoint, in accordance with the Articles and the By-Laws.

(c) Number of Board Members; Appointment. Until such time as the Developer does not own any Lots (or such earlier time that Developer waives in writing its right to control the Board), the Developer shall have the right, in its sole and absolute discretion, to determine the number of members of the Board (no less than three (3) members), and Developer shall have the right, in its sole and absolute discretion, to appoint members of the Board. As and when the Developer no longer owns any Lots (or such earlier time that Developer waives its right to control the Board), the Board shall consist of a minimum of five (5) directors, or such higher number as the Owners shall determine, and the Owners shall elect the Board.

(d) Election of Board Members. Voting for the election of the members of the Board shall be handled as set forth in Article VI, Section 3: Voting Rights. Cumulative voting (putting all votes on one position) shall not be allowed.

Section 2: Powers and Duties of the Association. The Association, the Board and their officers shall have such rights, powers and duties as set forth in the Articles and By-Laws.

Section 3: Rules. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, promulgate, adopt, amend and repeal Rules governing the use of any Common Area and the Lots by any Owner, by the family of such Owner, or by any invitee, licensee or lessee of such Owner; provided, however, that such Rules shall not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or By-Laws. A copy of such Rules as they may from time to time be adopted, amended or repealed shall be made available to each Owner, at said Owner's request. Upon promulgation, said Rules shall have the same force and effect as if they were set forth in and were part of this Declaration.

Section 4: Personal Liability. No Member of the Board, any Committee of the Association, or any officers of the Association shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on

account of any act, omission, error or negligence of the Association, the Board, or any other representative or employee of the Association, or the Architectural Committee, or any other Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted without willful or intentional misconduct.

Section 5: Responsibility for Common Areas. The Association shall have the responsibility for maintaining, and the obligation to maintain, the Common Areas and shall be responsible for the payment of any taxes and insurance on the Common Areas. The Association shall be responsible to perform any mowing and landscaping (maintenance and replacement) of the Common Areas.

Section 6: Responsibility for Landscape Islands. The Association shall have the option to install, and the obligation to maintain, the landscaping inside any Landscape Islands.

Section 7: Liability of Association for Vehicles. Neither the Association nor the Board shall assume any liability of any kind or nature with respect to any vehicles moving within or parked upon any portion of the Common Areas. Any person operating or parking any vehicles within the boundaries of the Common Areas shall do so entirely at such person's risk and shall indemnify and hold both the Association and the Board harmless from and against any and all claims, demands, actions, causes of action and proceedings arising out of the presence of any such vehicle within the boundaries of the Common Areas.

ARTICLE VI MEMBERSHIP AND VOTING RIGHTS

Section 1: Membership. Every Owner of a fee interest of a Lot shall be a member of the Association. The foregoing is not intended to include persons or entities which hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2: Management. Members shall have no rights to manage the business affairs of the Association. The management of the Association is vested entirely in the Board and the officers of the Association as set forth in the Articles of Incorporation and By-Laws.

Section 3: Voting Rights. Voting members of the Association shall be all those members described in Section 1 hereof, including Developer for so long as Developer owns any interest in a Lot. Voting rights shall be as follows:

(a) the Owner of each Lot, other than Developer, shall be entitled to one (1) vote for each Lot; and

(b) Developer shall be entitled to 300 votes for each Lot owned by Developer.

When two or more persons or entities hold undivided interests in any Lot, all such persons or entities shall be voting members and the single vote for such Lot shall be exercised as they, among themselves, determine, but such joint ownership shall not increase the single vote which could otherwise be cast for such Lot.

Section 4: Number of Votes Required. Any matter to be voted on by the voting members of the Association shall be determined by a simple majority of the votes cast (either based on a vote at a meeting with a quorum of the voting members or by a consent signed by voting members with a majority of the votes); provided, however, that no vote shall be valid unless the Developer shall have cast its votes, as provided herein, or shall have waived such right in writing for so long as Developer owns a Lot.

ARTICLE VII DUES AND ASSESSMENTS; MEMBERSHIP FEES

Section 1: Creation of the Lien and Personal Obligation of Dues and Assessments. Each Owner, except Developer, hereby covenants, and by acceptance of a deed for any Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Dues, and (2) Special Assessments. The Annual Dues and Special Assessments, together with interest, fines (as defined and established herein), costs and reasonable attorneys' fees, shall, to the full extent permitted by law, be a charge on the Lot of each Owner and shall be a continuing lien upon each such Lot after such Annual Dues or Special Assessment is due as provided herein, except for any Lot owned by Developer. The Developer shall not be obligated to pay any Annual Dues or Special Assessments related to any Lot. Each such Annual Dues and Special assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of each Lot, except for Developer, on the effective date of the Annual Dues or Special Assessments. The personal obligation for delinquent Annual Dues and Special Assessments shall not pass to the successors in title of each Owner, but, nevertheless, the lien arising by reason of such Annual Dues or Special Assessment shall continue to be a charge and lien upon the land as above provided. Unless an exception is made by the Developer or the Association, in either of their separate sole and absolute discretion, in the event two (2) or more Lots are combined into one Lot (only with the consent of the Developer or the Association), the Owner of the combined Lot will remain obligated to pay Annual Dues and Special Assessments for the same number of Lots that existed prior to the Lot combination.

Section 2: Purpose of Dues and Assessments. The Annual Dues and Special Assessments levied by the Association shall be used for the purpose of promoting the general benefit, recreation, health, safety and welfare of the residents of the Turners Ranch Subdivision and as otherwise determined by the Association in its sole and absolute discretion. Such purposes shall include, but shall not be limited to, and the Association's

rights and powers shall include (in addition to the rights and powers set forth in this Declaration and in the Association's Articles of Incorporation and By-Laws) provisions for the improvement, construction, repair, maintenance, care, upkeep and management of the Common Areas and the improvements and facilities thereon; and further, such purposes shall include the payment of any taxes and government assessments, if any, which may be assessed and levied upon any property owned by the Association, together with all other costs and expenses related to the management and maintenance of the Common Areas.

Section 3: Infrastructure Reserve Fund. In addition to and separate from the Association's obligation to maintain the various lifestyle amenities (such as the pool, clubhouse, etc.), the Association is also obligated to maintain the various subdivision infrastructure improvements that are included as part of the Common Area. Those subdivision infrastructure improvements that are part of the Common Area or otherwise the Association's obligation to maintain include, but are not limited to, private streets, detention basin, drainage easement improvements, stormwater improvements and other similar infrastructure costs (the "**Infrastructure Improvements**"). One of those infrastructure obligations are the private streets and roads as indicated on the Subdivision Plat that are not being dedicated to the public and shall remain private streets. The private streets shall be deemed Common Area and part of the Infrastructure Improvements, and the Association shall be required to maintain, repair and replace the private streets without contribution from the County or City. The same is true for the other Infrastructure Improvements. Accordingly, the Association shall create, maintain and fund a reserve fund to pay for the current and future costs to maintain the Infrastructure Improvements (the "**Infrastructure Reserve Fund**"). The Infrastructure Reserve Fund shall be funded by the Owners and be included as part of the Annual Dues. The initial annual amount to be charged to each Owner to fund the Infrastructure Reserve Fund is as set forth in Article VII, Section 4(b) below. In the event the Board determines that there is sufficient funds in the reserve to cover the anticipated costs or that the reserve is not high enough or needs replenishment, the annual amount payable by the Owners may be paused or revised up or down at the sole discretion of the Board.

Section 4: Annual Dues. The "**Annual Dues**" are defined in this Article VII and include, but are not limited to, the following provisions:

(a) The initial Annual Dues may be subdivided into various categories of costs, which may include, but not be limited to: (a) general operating costs and expenses, (b) trash service and (c) the Infrastructure Reserve Fund. Nothing herein shall be construed to limit the ability to charge for any and all costs and expenses incurred or required to be paid by the Association. The Association shall have the right to charge to the Owners any and all costs and expenses of the Association. Furthermore, the Association shall have the right to use any funds collected from Owners for any costs of the Association, regardless of whether the funds were initially earmarked for a particular sub-category of expenses. The following categories are simply general categories and allocations as currently anticipated by Developer, but are subject to revision by the Board in its sole and absolute discretion.

(i) General Operating Expenses. This portion of the Annual Dues covers the typical day-to-day costs of paying for the operation, maintenance and repairs related to the Common Area and amenities/improvements constructed thereon, including, but not limited to HOA insurance, utilities, pool maintenance, landscaping, mowing, management fees, etc.

(ii) Trash Service. This portion of the Annual Dues is to pay for subdivision-wide trash service for the Lots.

(iii) Infrastructure Reserve Fund. As described in Article VII, Section 3 above, the Infrastructure Reserve Fund shall be used to fund a reserve to pay for the maintenance, repairs and replacements of the Infrastructure Improvements.

(b) The initial Annual Dues shall be determined based on estimated costs. The general operating expense portion will initially be lower until the anticipated amenities are constructed. At that time, they will go up due to higher operating and maintenance costs. However, regardless of when the amenities are completed, Developer agrees that prior to the January 1, 2027 annual assessment period, (a) the general operating expense portion of the Annual Dues shall not exceed Six Hundred Fifty Dollars (\$650.00) per Lot per year, (b) the trash service charge shall be One Hundred Fifty Dollars (\$150.00) per Lot per year, and (c) the Infrastructure Reserve Fund shall be Three Hundred Dollars (\$300.00) per Lot per year. After that time, the Annual Dues may be adjusted to match actual costs. There shall be no refunds of any Annual Dues paid by Owners. Any excess funds collected shall simply be accounted for in the calculation of future amounts charged. The individual categories of funds are not intended to be used exclusively for the applicable category and any excess or shortfall from any of the above categories of charges shall be generally available for the payment of Association expenses.

(c) In the event that the Annual Dues are not sufficient to pay for the normal operating costs and expenses of the Association, including, but not limited to, maintenance, repairs, upkeep, taxes and insurance on the Common Area, the Annual Dues may be increased by the Association to cover such costs and expenses of the Association.

(d) **Neither Developer nor any entity owned or controlled by Developer or the principals of Developer shall be responsible for any costs or expenses of the Association, and no Annual Dues shall be due from Developer, or any entity owned or controlled by Developer or the principals of Developer, on any Lot, unless Developer agrees in writing to pay such Annual Dues.**

Section 5: Special Assessment for Capital Improvements. "Special Assessment(s)" are defined in this Article VII and include, but are not limited to, the following provisions. In addition to the Annual Dues provided for in Section 4 above, the Board may levy Special

Assessments, subject to the limitations herein. The purpose of a Special Assessment shall be for capital improvements in the Common Area, or providing in whole or in part, for the cost of any reconstruction or replacement of a capital improvement in the Common Area and platted easements and other costs approved by the Owners as set forth below. The maximum Special Assessment that may be assessed by the Board shall be One Thousand Dollars (\$1,000.00) per year, per Lot, unless otherwise approved by an affirmative vote of the majority of the Owners, **other than the Developer and any entity owned or controlled by Developer or the principals of Developer**, pursuant to the voting procedures set forth in Article VI MEMBERSHIP AND VOTING RIGHTS. Neither Developer nor any entity owned or controlled by Developer or the principals of Developer shall have any obligation to pay any Special Assessment, unless Developer agrees in writing to pay such Special Assessment.

Section 6: Commencement of Annual Dues and Special Assessments.

(a) Annual Dues. Any Owner of a Lot (excluding Developer and any entity owned or controlled by Developer or the principals of Developer) shall be obligated to pay Annual Dues commencing on the date the Lot is sold by the Developer (or any entity owned or controlled by Developer or the principals of Developer) to any third-party (such date is defined herein as the **"Trigger Date"**); provided, however, the trash service portion of the Annual Dues will not be charged to the Owner until trash service is provided to the completed home on the respective Lot. From and after the Trigger Date, Annual Dues shall be levied against the applicable Lot on a going forward basis. The first year's Annual Dues payable for each Lot, as provided in Section 4(b) above, shall be prorated based on the number of full months remaining in the calendar year divided by twelve (12) months.

(b) Special Assessments. There shall be no Special Assessments levied against any Lot until January 1, 2030, regardless of whether a Lot has been sold to a third-party. From and after January 1, 2030, any Owner of a Lot (excluding Developer and any entity owned or controlled by Developer or the principals of Developer) shall be obligated to pay Special Assessments as approved by the Owners, as provided herein.

Section 7: Membership Fees. In addition to Annual Dues and Special Assessments, a one-time One Thousand Dollars (\$1,000) initial membership fee (**"Membership Fee"**) shall be paid to the Association by the initial purchaser of each Lot (meaning the Owner immediately following the Developer and/or any entity owned or controlled by Developer or the principals of Developer) at the time of such purchase of the applicable Lot. Such Membership Fees are intended to provide a working capital base for operating expenses of the Association. Failure to pay the Membership Fee shall be enforceable by the Association pursuant to the same terms and provisions applicable to Annual Dues and Special Assessments as set forth herein.

Section 8: Effect of Nonpayment of Dues and Assessments; Remedies of the Association. Each Owner, except Developer, shall be deemed to covenant and agree to pay to

the Association the Annual Dues and Special Assessments provided for herein, and each Owner agrees to the enforcement by the Association of the Annual Dues and Special Assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any Annual Dues or Special Assessments, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner, except Developer agrees to pay reasonable attorneys' fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In the event of a default in payment of any such Annual Dues or Special Assessments when due, the applicable amount shall be deemed delinquent, and shall bear interest at the rate of eighteen percent (18%) per annum, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or, without any limitation by the foregoing, by either or both of the following procedures.

(a) Enforcement by Suit. The Association may cause a suit at law to be commenced and maintained in the name of the Association against any Owner to enforce each Annual Dues amount or Special Assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of eighteen percent (18%) per annum from the date of delinquency, an administration fee of One Hundred Dollars (\$100.00) to the Association, and all costs of collection which may be paid or incurred by the Association, including court costs and reasonable attorneys' fees in such amount as the court may adjudge against the delinquent Owner.

(b) Enforcement by Lien. There is, to the full extent permitted by law, hereby created a claim of lien, with power of sale, on each and every Lot within the Turners Ranch Subdivision to secure payment to the Association of any and all Annual Dues and Special Assessments levied against any and all Owners of such Lots under this Declaration, together with interest thereon at the rate of eighteen percent (18%) per annum from the date of delinquency, an administration fee of One Hundred Dollars (\$100.00) to the Association, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time within thirty (30) days after the occurrence of any default in the payment of any such Annual Dues or Special Assessments, the Association or any authorized representative, may, but shall not be required to make a written demand for payment to the defaulting owner, on behalf of the Association. Said demand shall state the date and the amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim or lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or even without such a written demand being made, the Association may elect to file such a claim or lien on behalf of the Association against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

(1) The name of the delinquent Owner (as shown on the Association records);

(2) The legal description or street address of the lot against which claim of lien is made;

(3) The total amount claimed to be due and owing for the sum of the delinquency, interest thereon, the One Hundred Dollars (\$100.00) administration fee, collection costs plus reasonable attorneys' fees;

(4) That the claim of lien is made by the Association pursuant to this Declaration; and

(5) That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon (1) recordation of a duly executed original or copy of such a claim or lien, and (2) mailing a copy thereof to said Owner, the lien claimed thereon shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such Annual Dues or Special Assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any Lot, assessments on any Lot in favor of any municipal or other governmental assessing unit, and the liens which are hereinafter specifically described in Section 9. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a deed of trust, with a power of sale, as set forth by the laws of the State of Missouri, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of the Members. The Association may acquire, hold, lease, mortgage, and convey any such Lot. In the event such foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the Association to the extent permitted by law. Each Owner, by becoming an Owner in the Turners Ranch Subdivision, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Section 9: Subordination of the Lien to First Deeds of Trust. The lien of the Annual Dues and Special Assessments provided for herein shall be subordinate to the lien of any first deeds of trust. Sale or transfer of any Lot shall not affect the Annual Dues or Special Assessment lien and the prior Owner, who incurred the liability resulting in the lien, and the current Owner shall remain liable for the amounts due under the lien. However, the sale or transfer of any Lot pursuant to a foreclosure under any first deed of trust shall extinguish the lien of such Annual Dues or Special Assessment as to payments which become due prior to such sale or transfer. After such foreclosure, no sale or transfer shall relieve such Lot or Owner from liability for any Annual Dues or Special Assessments thereafter becoming due or from the lien

thereof.

ARTICLE VIII ARCHITECTURAL CONTROL

Section 1: Review by Committee. No structure, residence, accessory building, tennis court, swimming pool, fence, mailbox, driveway, wall, lot drainage works, awning, exterior area lighting or other improvements, regardless of whether any such improvement is visible from the street or Visible From Neighboring Property, shall be constructed or maintained upon any Lot unless and until approved by the Architectural Committee in its sole and absolute discretion. No addition or change to the exterior of a structure shall be undertaken, unless complete plans, specifications and plot plans thereof showing the exterior design, height, building material and color scheme thereof, the location of the structure on the Lot plotted horizontally and vertically, the location of driveways and fencing, shall have been submitted to and approved in writing by the Architectural Committee in its sole and absolute discretion. A copy of such plans, specifications and plot plans as finally approved shall be provided to and maintained by the Architectural Committee. All reasonable fees and expenses incurred by the Architectural Committee to complete its processes as described herein, including any third party expenses incurred (not more than \$500.00 for third party expenses per application or other request for approval by the Architectural Committee), shall be paid by the Owner who initiated the involvement of the Architectural Committee.

Section 2: Duties and Rules. In addition to the Rules which may be promulgated by the Board under Article V, Section 3: Rules, the Architectural Committee shall have the right, in its sole and absolute discretion, (a) to promulgate Rules for the architectural control of houses and other improvements to be proposed, constructed and subsequently modified on the Lots, (b) to approve plans and specifications, and (c) to refuse to approve any plans and specifications which are not suitable or desirable for aesthetic or other reasons and in passing upon such plans and specifications. Without any limitations of the foregoing, the Architectural Committee shall have the right to take into consideration the suitability of the proposed house, other structures and improvements and landscaping, in light of Developer's plans and vision for Turners Ranch Subdivision as a desirable residential community of complementary architectural design, color, texture and materials, the harmony of external design and the location in relation to surrounding structures and topography, and the effect of the improvements as planned and may be viewed from adjacent or neighboring Lots. No changes or deviations in or from such plans and specifications, once approved, shall be made without the prior written approval of the Architectural Committee. Upon promulgation by the Architectural Committee, said Rules, as they may be amended from time to time, shall have the same force and effect as if they were set forth in and were part of this Declaration.

Section 3: Procedures.

(a) Prior to commencing construction of any improvements on a Lot (residences, landscaping, fencing, tree removal, etc.), the applicant shall submit an application and the required plans, specifications and other documents to the

Architectural Committee in accordance with this Article VIII, all in accordance with such Rules, forms and other guidelines developed, promulgated and required by the Architectural Committee.

(b) The Architectural Committee shall approve or disapprove all plans and requests within fifteen (15) days after receipt by the Architectural Committee of all necessary information (or within fifteen (15) days after receipt of any revisions or additional information requested by the Architectural Committee). In the event the Architectural Committee fails to take any action within fifteen (15) days after the initial request and all necessary information has been submitted (or within fifteen (15) days after the receipt of any revisions or additional information requested by the Architectural Committee), the requesting Owner shall send a second written request to the Architectural Committee. In the event the Architectural Committee fails to take action within fifteen (15) days of the second request, approval shall be presumed, and this Article VIII shall be deemed to have been fully complied with.

(c) The Architectural Committee shall maintain written records of all applications submitted to it and of all actions taken. Plans, specifications, and other records and minutes of Committee actions shall be kept by the Committee for at least one (1) year.

(d) During such times that the Developer controls the Association and the Architectural Committee, any member of the Architectural Committee or the Developer shall have the authority to approve or reject any request. Once the Developer is no longer in control of the Association, a majority vote of the Architectural Committee shall be necessary for approval or disapproval of any request.

(e) The Architectural Committee may develop and publish Rules, guidelines and policies to encourage and ensure the harmonious and aesthetically pleasing development of Turners Ranch Subdivision. The Rules and guidelines may be revised by the Architectural Committee at any time in its sole and absolute discretion. The Architectural Committee shall exercise its reasonable judgment to see that all improvements, construction, landscaping and alterations on Lots conform and harmonize with the existing surroundings and structures. In the event of any inconsistency between the Rules and guidelines and this Declaration, this Declaration shall control.

Section 4: Members of Committee. The Architectural Committee shall consist of three (3) members, which shall be appointed by Developer until such time as either the Developer does not own any Lots or until the Developer notifies the Association in writing of its waiver of its right to appoint the members of the Architectural Committee. Upon such time as the Developer no longer controls the Architectural Committee, then the Board shall elect members of the Architectural Committee. Members of the Committee are not required to be Owners.

Section 5: Non-Liability for Approval of Plans. Plans and specifications shall be

reviewed by the Architectural Committee as to style, exterior design, appearance and location and shall not be reviewed for engineering or structural design or for compliance with zoning and building ordinances. By approving such plans and specifications, the Architectural Committee, the members thereof, the Association, the Board and the Developer assume no liability or responsibility for any defect in any structure constructed from such plans and specifications. The Architectural Committee, any member thereof, the Association, the Board and the Developer shall not be liable to any Owner, prospective Owner or other person for any damage, loss or injury suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (c) the development, or manner of development, of any Lot or other property within Turners Ranch Subdivision. Approval of plans and specifications by the Architectural Committee is not and shall not be deemed to be a representation or warranty that said plans or specifications comply with applicable governmental ordinances and building codes.

Section 6: Inspection. Any member of the Architectural Committee, the Developer, or any authorized officer, director, employee or agent of the Architectural Committee, the Developer or the Association, may at any time enter upon any Lot in order to inspect improvements constructed or being constructed on such Lot to ascertain that such improvements have been or are being built in compliance with the plans and specifications approved by the Architectural Committee.

ARTICLE IX USE AND BUILDING RESTRICTIONS

Section 1: The following restrictions are imposed upon each Lot for the benefit of all Owners and the Developer.

Section 2: Single-Family Residential Use. All Lots shall be used, improved and devoted exclusively for single-family residential uses. Except for a home office, no gainful occupation, profession, trade, or other nonresidential use shall be conducted on any such Lot, except as allowed herein. A Lot and the structure(s) thereon may be leased on a long-term rental basis (meaning leases of no less than 12-month terms). However, no Lot or any structure thereon may be leased or rented out on a short-term (anything less than 12-month term) or nightly rental basis.

Section 3: Structures. All Lots shall be subject to the following restrictions:

(a) No structure whatever shall be erected, placed or permitted to remain on any Lot except a detached one-family dwelling, together with:

(i) an attached private garage, provided that the Architectural Committee, in its sole and absolute discretion, may give written consent to a detached garage; and

(ii) any other structure that the Architectural Committee may approve in its sole and absolute discretion, such as a detached pool or entertainment structure or a detached pavilion.

(b) All dwellings shall be constructed of maintenance free materials approved by the Architectural Committee in writing. No dwellings shall be constructed with vinyl or steel siding on the exterior, unless approved by the Architectural Committee, but then only as an accent material. All dwellings may be constructed of a combination of such materials, but all such materials must be approved by the Architectural Committee in writing, whether or not the materials are to be used in combination.

(c) Exterior walls of all residences and all appurtenances thereto shall be of brick, stone, cultured stone, engineered wood siding, engineered wood paneling, James Hardie or other fiber-cement type siding, or any other material or combination thereof, as approved, required or prohibited in writing by the Architectural Committee. All windows shall be constructed of composite windows. All exterior doors, louvers, downspouts and gutters shall be constructed of wood, metal clad and wood laminate, colored metal and glass, or any combination thereof. Exterior colors must be approved by the Architectural Committee. All percentages of various materials on the exterior shall be approved by the Architectural Committee. Notwithstanding the foregoing provisions, the Architectural Committee shall determine, in its sole and absolute discretion, whether any building material or product will be allowed, required or prohibited, and all improvements shall be made or constructed in conformity with the materials approved by the Architectural Committee.

(d) All dwellings shall be architecturally designed and built to a level of finish consistent with other residences in the Turners Ranch Subdivision, subject to approval by the Architectural Committee in its sole and absolute discretion.

(e) Roof designs and materials shall be at the sole and absolute discretion of the Architectural Committee.

(f) Carports are not permitted.

(g) No detached storage buildings, regardless of whether they are portable or permanently constructed on a foundation, shall be allowed on any Lot unless approved in writing by the Architectural Committee in its sole and absolute discretion.

Section 4: Animals. For the protection of all pets and residents of Turners Ranch Subdivision, the following provisions are adopted and enforceable by the Association. No animals, fowl or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any property within the Turners Ranch Subdivision, and then only if they are kept solely as domestic indoor pets and not for commercial purposes. No commercial breeding of animals shall be allowed. No animal shall be allowed to make an unreasonable amount of noise, be a danger to people or other animals or otherwise be a

nuisance. No exterior doghouse, structure or pen for the care, housing or confinement of any animal shall be allowed on any Lot. No dogs shall be left outside for extended periods of time such as to become a nuisance or danger to other Owners. The Association shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally recognized house pet, a danger to others or a nuisance, or whether the number of animals on any such property is unreasonable. Any decision rendered by the Association shall be enforceable as other restrictions contained herein. Pets shall not be allowed to be run loose or unsupervised on any part of the Subdivision Property outside the Owner's fenced in yard. All dogs shall be on a leash and under the control of its handler when outside Owner's fenced yard. Owners shall be responsible to pick up and dispose of pet animal waste of their and their guests' pets from any Lot, Common Area, public street or right-of-way.

(a) Fowl, Chickens and Other Non-Domesticated Animals. As and to the extent currently or in the future restricted by applicable County (or, in the event of annexation, the City) ordinances, fowl, chickens and other non-domesticated animals (collectively, "**Non-Domesticated Animals**") are not allowed to be housed, maintained, raised, bred or otherwise kept on any Lot. In the event such County (or, in the event of annexation, the City) ordinances may in the future affirmatively allow Non-Domesticated Animals to be kept on a Lot, the Association shall have the right to adopt reasonable rules regarding ownership, pasturing and housing (coops) applicable to such Non-Domesticated Animals.

Section 5: Improvements and Alterations. No building, fence, wall, residence or other structure shall be commenced, erected, improved, or structurally altered, without the prior written approval of the Architectural Committee. The exterior surface of a single-family structure shall not be painted (other than painting with the same color of paint as previously existed) or changed in any manner without the prior written approval of the Architectural Committee (See Article VIII ARCHITECTURAL CONTROL).

Section 6: Temporary Occupancy. No trailer, incomplete building, tent, shack or garage and no temporary building or structure of any kind shall be used at any time for a residence in the Turners Ranch Subdivision. Temporary buildings or structures used during the construction of a dwelling on the Subdivision Property shall be subject to the Rules of the Association and shall be removed immediately after the completion of construction.

Section 7: Motor Vehicles, Trucks, Commercial Vehicles, Mobile/Motor Homes, Trailers, Campers, RVs, Boats, Etc.

(a) Unlicensed or inoperable motor vehicles are prohibited, except in an enclosed garage. Any vehicle parked in a driveway that has not moved in ten (10) consecutive days shall be deemed inoperable.

(b) Parking of any motor vehicle of any type or character in public streets, Common Areas or vacant lots is prohibited between the hours of 12:00 am and 6:00 am. During such time, such motor vehicles shall be parked in garages or on driveways only.

(c) Commercial trucks vans and other vehicles are prohibited on driveways and public streets, except during such time as such trucks, vans or vehicles are actually being used for the specific purpose for which each one is designed, unless such vehicles are stored overnight (12:00 am and 6:00 am) in an enclosed garage.

(d) All mobile or motor homes, trailers of any kind, trucks with a gross vehicle weight in excess of one (1) ton, campers, recreational vehicles (RVs), other similar vehicles and boats are prohibited in Turners Ranch Subdivision unless stored overnight (12:00 am and 6:00 am) in an enclosed garage; however, the above shall be allowed to be stored on a Lot outside of an enclosed garage for no longer than twenty four (24) hours for the sole purpose loading and offloading/unloading.

(e) Notwithstanding anything above to the contrary, a temporary portable storage container or truck with three (3) axles or less, used during a move-in/move-out or construction project, may be placed overnight on a Lot (not on the street) for no more than a one (1) week period (with a minimum of seventy-two (72) hours between each instance).

(f) Any motor vehicle which is, in the sole and absolute discretion of the Association or the Developer, unsightly or not in keeping with motor vehicles owned by residents of the Turners Ranch Subdivision, or is a service vehicle or pick-up truck with a camper top or similar top shall be parked in the garage overnight, and shall not be parked in the Turners Ranch Subdivision between the hours of 12:00 am and 6:00 am in such a manner as will be Visible From Neighboring Property or the street.

(g) In the event of a violation of any of the above provisions of this Section 8 or of Section 9 below (a "**Vehicle Violation**"), the Association may, after written notice is sent by the Board to the Owner of the Lot, immediately start imposing a fine against the Owner in the amount of \$25 for each day that the violation continues to occur (a "**Vehicle Fine**"), and any such Vehicle Fine shall constitute a Special Assessment payable by the Owner within 30 days after receipt of such written notice. In the event a Vehicle Fine is not timely paid, the Association shall have the right to place a lien against the Lot consistent with its right to place a lien for Annual Dues and Special Assessments as provided herein. Furthermore, if a Vehicle Violation is not corrected within 48 hours after written notice sent from the Board to the Owner of the Lot, the Association shall have the right to tow any vehicle or storage unit, at the expense of the Owner or the owner of the vehicle or storage unit that violates the above provisions.

Section 8: Motor Vehicles - Excessive Noise. If the Association determines that any motor vehicle, motorcycle, motor scooter or other motorized transportation is creating loud or annoying noises by virtue of its operation within the Turners Ranch Subdivision, such determination shall be conclusive and final that the operation, upon notice by the Association to the Owner or operator thereof, shall be prohibited within the Turners Ranch Subdivision.

Section 9: Landscaping and Lawns.

(a) Approval and Completion. Each Owner shall complete the landscaping required by the Architectural Committee prior to occupying the premises, unless the Architectural Committee shall approve a delay based on weather conditions. Each Owner shall submit a landscaping and irrigation plan for review and approval in the Architectural Committee's sole and absolute discretion.

(b) Design and Maintenance. All Lots must have an installed irrigation system over the entire yard. All Lots shall have sod installed over the entire front yard and the side yards visible from the street. The back yard must be sodded and/or hydro-seeded. All landscaping materials, including border materials, shall be natural materials unless otherwise approved by the Architectural Committee. Each Owner of a Lot shall keep all shrubs, trees, grass and plantings, including the area located between the boundary line of his property and the street on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. All lawns shall be routinely maintained, and grass shall not be allowed to grow taller than four (4) inches in height.

(i) Trees. Each Owner shall keep a minimum of two (2) trees in the front lawn [one (1) evergreen and one (1) deciduous] and three (3) trees in the back lawn [two (2) evergreen and one (1) deciduous] of the Owner's lot, with each tree being a minimum of eight (8) feet in height.

(ii) Landscaping. Each Owner shall install a landscaping bed along the front of the house as approved by the Architectural Committee. The front landscaping bed is defined as a contiguous, mulched or edged planting area installed along the front foundation of the house, designed to enhance curb appeal, provide visual separation from the turf, and support pollinator-friendly vegetation. It shall extend the full width of the front facade (excluding doorways, garage doors and other access points) and measure a minimum depth of 3 feet from the house wall to the turf edge, achieving at least 50 square feet of total coverage per Lot. Irregular or curved shapes are permitted to accommodate architectural features, provided the minimum dimensions and coverage are maintained. Landscape designs should consider the following:

- Plant Composition: Achieve at least 60% coverage by mature plants within one year of installation, consisting of:
- A diverse mix of 3-5 low-maintenance, drought-tolerant shrubs or perennials (e.g., panicle hydrangea, black-eyed Susan,

or coneflower; spaced 18–24 inches apart for layered effect).

- Understory groundcovers or ornamental grasses (e.g., Pennsylvania sedge or little bluestem; spaced 12–18 inches apart) for soil stabilization and year-round interest.
- Optional accents such as spring-blooming bulbs (e.g., daffodils) limited to 10% of the bed to minimize maintenance.
- Mulch and Soil Cover: Apply 2–3 inches of organic mulch (e.g., shredded hardwood or pine needles) over the entire bed surface (excluding plant crowns) to suppress weeds and retain moisture. Inorganic mulches (e.g., river rock) are limited to 20% of the area.
- Prohibitions: No invasive species (per Missouri Department of Conservation guidelines), annuals requiring seasonal replanting, thorny plants near walkways, or materials that create tripping hazards or impede snow removal.
- Xeriscape designs incorporating Missouri native plants are encouraged and may qualify for water-use reductions.

Notwithstanding anything herein to the contrary, the Architectural Committee shall have the right to approve alternative requirements and standards for trees and landscaping, both in general or for a particular Lot, in its sole and absolute discretion.

(c) Common Area and Easements. The Association, and its agents, shall have the right to plant, replace, maintain, and cultivate shrubs, trees, grass and plantings on the Common Area, and on any easements of record over an Owner's Lot. The Association or its authorized agents shall not be liable for trespass, for so doing.

(d) Lawn Ornaments. Lawn ornaments such as decorative statues of animals, birds and other wildlife, or any other lawn ornament statues or structures of any nature or kind, shall not be erected, placed or maintained on any Lot without the approval of the Architectural Committee in its sole and absolute discretion.

Section 10: Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors shall be permitted to arise therefrom so as to render any such Lot or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Subdivision Property. The Association in its sole and absolute discretion shall have the right to determine the existence of any such nuisance and for the purposes of this Declaration such determination shall be conclusive.

Section 11: Repair of Buildings. No building, structure or fence upon any Lot shall be permitted to fall into disrepair, and each such building, structure or fence shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 12: Trash Containers and Collection. No garbage or trash shall be placed or kept within the Turners Ranch Subdivision except in covered containers of a standard type approved by the Board. The Board shall enter into a contract with a trash company selected by the Board to provide for weekly residential trash disposal service for all Lots in Turners Ranch Subdivision. No other weekly or periodic trash disposal service shall be permitted unless authorized by the Board in its sole and absolute discretion. The costs of the trash disposal service serving the Turners Ranch Subdivision shall be included in the Annual Dues. In no event shall trash containers be maintained so as to be Visible From Neighboring Property except to make them available for collection on the appointed day of trash collection and then, only for the shortest time reasonably necessary to complete such collection. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot and no burning in the open will be permitted.

Section 13: Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot unless they are erected, placed or maintained exclusively within an area not Visible From Neighboring Property.

Section 14: Encroachments. No tree, shrub, or planting of any kind on any Lot within the Turners Ranch Subdivision shall be allowed to overhang or otherwise encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of eight (8) feet, without the prior approval of the Architectural Committee.

Section 15: Machinery and Equipment. No machinery or equipment of any kind shall beplaced, parked, operated or maintained upon or adjacent to any Lot except that:

(a) An Owner (or guest, invitee, licensee, tenant, lessee, family member, agent or employ thereof) may use such machinery or equipment as is usual and customary in connection with the use and maintenance of that owner's lot, or the improvements thereon.

(b) A builder or contractor constructing improvements for an Owner may use such machinery or equipment as is usual and customary in connection with the construction of improvements on an owner's lot, provided that such machinery and equipment is actively being used by the builder or contractor and is stored or placed in an area approved by the Architectural Committee, and that no trucks of any kind or nature shall be kept, parked or placed upon any Lot or street (public or private) between the hours of 12:00 midnight and 6:00 A.M., unless permission to the contrary is temporarily granted by the Architectural Committee, and

(c) The Developer or the Association may park, place, operate or maintain such machinery and equipment as may be required for the operation and maintenance of the Common Area.

Section 16: Restriction on Further Subdivision and Lot Combinations. No Lot shall be further subdivided or combined with another Lot by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, without the prior written approval of the Developer or the Association (and without approval of the County [or, in the event of annexation, the City] pursuant to applicable subdivision regulations in effect at that time). This provision shall not, in any way, limit Developer from subdividing or combining any Lot or Subdivision Property. Each newly created Lot shall be subject to assessment of Annual Dues and Special Assessments by the Association as provided herein.

Section 17: Signs. No sign of any kind shall be displayed to the public view of any Lot, except as follows, which shall be subject to the approval of the Architectural Committee:

- (a) One sign of not more than five (5) square feet, advertising the Lot for sale or rent;
- (b) Signs used by a builder to advertise the Lot during the construction and sales period;
- (c) Signs of such shape, size and location as the Developer deems necessary for security control and to advertise the Turners Ranch Subdivision;
- (d) One sign, not to exceed one (1) square foot in size, which may contain the name or names of the Owner or Owners;
- (e) Political signs; provided such signs shall only be displayed no earlier than 45 days before, and 10 days after, the applicable election.
- (f) Signs of such shape, size and location as the Architectural Committee may approve in its sole and absolute discretion.

Section 18: Construction Clean up; Cleanup Deposit. Each Owner shall, at their sole cost and expense, be responsible for keeping its Lot, public streets and the Common Areas clear and free of construction debris, mud, etc. created or caused by or related to construction on its Lot. At any time, the Architectural Committee, in its sole and absolute discretion, may impose a clean-up deposit to help ensure a clean construction site, public streets and neighboring Lots, particularly in the event of periodic or repeat violations by any Owner(s), their contractors and sub-contractors (generally or specifically) of this Section 18. In addition to the imposition of a Violation Fine, as provided in Article IX, Section 34(e) below, if the Lot, public roads and Common Areas are not generally kept clean during construction and at the completion of construction, the Association may (a) have the areas cleaned, (b) use a clean-up deposit, if any, to have the area cleaned and (c) bill the Owner for any costs over deposit amount (which shall be a lien against Owner's Lot) if the required clean-up is not completed within two (2) days' notice to the Owner. To the extent the Association uses any clean-up deposit as authorized above, the Owner shall make payment to the Association to replenish such deposit within ten

(10) days of notice to the Owner. The failure to timely replenish the deposit shall subject the Owner to a Violation Fine, as provided in Article IX, Section 34(e) below. Any balance of the deposit remaining shall be refunded to the person making the deposit after construction is complete and the area is cleaned to the satisfaction of the Association.

Section 19: Building Location.

(a) No building shall be located nearer to any lot line than the minimum setback line shown on the recorded plat of the Subdivision Property.

(b) The building location (horizontal and vertical) must be approved by the Architectural Committee.

Section 20: Fences.

(a) All fence designs, heights and locations shall be approved by the Architectural Committee upon submission of plans and specifications. Fences shall be of the design, materials and specifications determined by the Architectural Committee. Fences shall be repaired by the Owner as necessary to be maintained in good condition.

(b) Generally, fences shall be constructed of cedar wood, four (4) foot tall, vertical shadowbox design, unless otherwise approved by the Architectural Committee. Chain link fences are not permitted.

(c) No fences shall be built in any portion a Surface Drainage Easement. Surface Drainage Easements shall remain free of any fencing that would obstruct the free flow of water through the easement.

(d) No fences shall extend nearer to the front wall of a house than ten (10) feet back from the front wall of the house on each side, unless otherwise approved by the Architectural Committee in its sole and absolute discretion. To the extent applicable, supporting structures on all fences shall be placed on the inside of the fence facing the Lot of the owner building the fence.

(e) No fence or hedge shall be permitted between the front wall of the house and the adjoining street or across the front yard, subject to the approval of the Architectural Committee in its sole and absolute discretion.

(f) Notwithstanding anything herein to the contrary, Developer may construct a fence or wall (the "**Perimeter Fence**") in the Common Areas along and facing Farm Road 199, State Route "D" (Sunshine) or any other outer boundary of the Turners Ranch Subdivision) as part of the design and enhancements of the Turners Ranch Subdivision. Each Owner of a Lot facing Farm Road 199 and State Route "D" (or any other outer boundary of the Turners Ranch Subdivision) hereby

understands, consents to and grants the Developer and the Association the right to come upon the Lots adjacent to said Common Area to perform construction and maintenance of the Perimeter Fence. The Association, at the Association's expense, shall maintain the Perimeter Fence and the grass and landscaping, if any, on the outside thereof. The Owner, at the Owner's expense, shall maintain the grass and landscaping on the inside of the Perimeter Fence on each respective Lot. Developer and/or Association shall repair any damage to the Lot caused by their entry onto the Lot.

Section 21: Sales and Construction Office. Notwithstanding anything herein, Developer and its agents may establish temporary sales and/or construction offices and model homes, on the Subdivision Property, which shall be removed upon the completion of Turners Ranch Subdivision. Developer may also permit builders and realtors to establish the same, and any such office shall be removed upon the request of Developer or the Association. Developer and its agents shall have the right to use the Common Area in conjunction with the sales and promotion of lots and houses in the Turners Ranch Subdivision.

Section 22: Drainage Easements. "**Drainage Easements**" are reserved as shown upon the recorded Subdivision Plat of the Subdivision Property. Such Drainage Easements shall be maintained as follows:

(a) Surface Drainage Easements.

(i) By the Association. Stormwater channels, berms and other erosion control mechanisms (the "**Stormwater Improvements**") have been or may be installed within the certain Drainage Easements (the "**Surface Drainage Easements**") either in Common Areas or on individual Lots. The maintenance thereof to be performed by the Association as described herein is intended to (a) allow for proper functionality of such easements for their intended purpose of stormwater and erosion control, (b) enhance the natural beauty of vegetation within such easements, and (c) prevent the creation of habitat within such easements that may lead to the presence of varmints, feral animals and other nuisances. As part of such maintenance, the Association has the right to access the Surface Drainage Easements through the Common Areas and all Lots on which such easements are located. The Association shall maintain the Surface Drainage Easements to a level and degree determined in its sole and absolute discretion. Within the Surface Drainage Easements, such maintenance by the Association may include, but not be limited to, removing and/or trimming all trees, mowing, bush hogging, landscaping, planting and replacing trees and other vegetation, repairing any erosion of or other damage to the Stormwater Improvements, all in the Association's sole discretion, ensuring there is no blockage of the water flow through the Stormwater Improvements, removing fallen trees and other obstacles therein, and other care of all natural features and Stormwater Improvements therein.

(ii) By the Owner. While the Association will maintain the Surface

Drainage Easements to a level and degree determined by the Association, the Owner of a Lot on which a Surface Drainage Easement exists may, but is not obligated, to mow, water, fertilize and otherwise maintain the surface vegetation on the Surface Drainage Easement within such Owner's Lot to a higher level and degree than as so performed by the Association, at such Owner's sole cost. Furthermore, Owners may place a limited number of non-permanent and movable items of household entertainment goods on the Surface Drainage Easement within such Owner's Lot, such as a trampoline, table, chairs, etc. Owners shall not install, or cause to be installed, permanent improvements or non-movable items or plant new vegetation other than grass in or on the Surface Drainage Easements, unless approved in advance by the Association, in its sole and absolute discretion. The Association shall have the right to remove (or require Owner to remove) any such improvements or items in the Surface Drainage Easement that violate the terms of this Section or in any way restrict or diminish the effective operation of the Surface Drainage Easement in the Association's sole and absolute discretion and to bill the Owner of that Lot for all costs of such removal. The Owners shall not damage (including modify, remove or destroy) any Stormwater Improvements located in the Surface Drainage Easements or take any action that would restrict water flow or otherwise negatively impact the erosion control features of the Surface Drainage Easement. Notwithstanding the limited ability given to the Owners to engage in additional maintenance and install improvements on the Surface Drainage Easement as set forth above, the Association retains full power and authority to subsequently withdraw, restrict or terminate such Owner activities and require the removal of all such improvements and items in the Surface Drainage Easement, all in the Association's sole and absolute discretion. In the event an Owner (or a contractor or other agent of an Owner acting on behalf of an Owner) violates this Section or otherwise damages such Surface Drainage Easements, the Association shall have the right to repair and replace such Owner-related damage and bill such Owner for all costs thereof incurred by the Association. In the event such Owner does not timely reimburse such costs to the Association, the Association shall have the right, in addition to any other rights it may have under this Agreement or otherwise, to place a lien against such Owner's Lot, consistent with its right to place liens on Lots for Annual Dues and Special Assessments as provided herein.

(b) Underground Drainage Easements. Drainage pipes and related facilities (the "**Underground Pipes**") have been or may be installed within the certain Drainage Easements (the "**Underground Drainage Easements**") either in Common Areas or on individual Lots. Except for repair and replacement costs of damage caused by an Owner or anyone acting on behalf of an Owner, the Association shall be responsible to maintain the Underground Pipes to a level and degree determined in its sole and absolute discretion. As part of such maintenance, the Association has the right to access the Underground Drainage Easements through all Lots on which such easements are located. The surface of the Underground Drainage Easements shall be maintained (including mowing, trimming, landscaping, etc.) by the Owner of a Lot on which the Underground Drainage Easements are located, but such Owners shall not be responsible for the maintenance of the Underground Pipes, unless damaged by an Owner or anyone acting on behalf of an Owner.

The Owners shall not damage (including modify, remove or destroy) any Underground Pipes or the ground structure located in the Underground Drainage Easements. In the event an Owner fails to maintain the surface of the Underground Drainage Easement or an Owner (or a contractor or other agent of an Owner acting on behalf of an Owner) damages such Underground Pipes or ground structure, the Association shall have the right to perform the required work for such Owner, repair and replace such Owner-related damage and bill such Owner for all costs thereof incurred by the Association. In the event such Owner does not timely reimburse such costs to the Association, the Association shall have the right, in addition to any other rights it may have under this Agreement or otherwise, to place a lien against such Owner's Lot, consistent with its right to place liens on Lots for Annual Dues and Special Assessments as provided herein.

Section 23: Soil Removal. Soil may not be removed from Turners Ranch Subdivision without the written approval of the Developer or the Architectural Committee.

Section 24: Garage Doors. The doors of all garages shall be kept closed at all times except when necessary for ingress and egress. The doors of all garages shall be installed with electric or battery powered opening and closing devices.

Section 25: Basketball Goals. Basketball goals shall not be installed or otherwise placed on any Lot, unless approved in writing by the Architectural Committee, in its sole and absolute discretion.

Section 26: Outside Lighting. Spotlights, floodlights or similar type high-intensity lighting shall be designed, located and constructed so as to eliminate or significantly reduce glare on adjoining residences, as approved by the Architectural Committee in its sole and absolute discretion. Other types of low intensity lighting which does not disturb the other Owners or occupants of neighboring Lots may be allowed. All exterior Christmas and other holiday or seasonal lighting shall be removed by no later than 15 days after such holiday and may not be installed earlier than 45 days prior to such holiday.

Section 27: Mailboxes. The Developer is installing community United States Postal Service mailboxes in the Common Area for use by the Lots. There shall be no individual mailboxes (for United States Postal Service or otherwise) on Lots unless approved by the Developer or the Association in either's sole and absolute discretion. The community mailboxes shall be maintained by the Association.

Section 28: Roofs and Solar Panels. All roofs shall be of a material and design approved by the Architectural Committee, in its sole and absolute discretion. Solar Panels may be allowed on the roof, but at the sole and absolute discretion and approval of the Architectural Committee.

Section 29: Satellite Dishes. There shall be no satellite dishes installed on any dwelling that may be seen from the front of such dwelling.

Section 30: Pools. There shall be no above ground pools allowed in the Turners Ranch Subdivision. In-ground pools may be allowed, subject to review and approval by the Architectural Committee in its sole and absolute discretion.

Section 31: Completion. A structure shall be completed within a reasonable time after commencement of construction (6 months from commencement to complete the exterior and 1 year to complete all construction and landscaping). In the event of fire, windstorm, or other damage, a structure shall be repaired, remodeled, rebuilt or completely removed within a reasonable time.

Section 32: Builder's Use of Common Area. The recreational facilities in the Common Area are not for builder's use or their family's use, unless they live in the Turners Ranch Subdivision.

Section 33: Garage Sales. The Association may approve and organize subdivision-wide annual or semi-annual neighborhood garage sale days. On such approved days, Owners may have garage sales on their Lots. Other than neighborhood-wide sanctioned garage sale days, no Lot may have more than two (2) garage sales per calendar year.

Section 34: Play Equipment. All toys, swing sets, trampolines, games and other recreational equipment shall be stored, maintained and used in the back yard of Lots. However, portable/mobile play equipment may be temporarily located and used in the front yard provided that such play equipment shall immediately be relocated inside the house or to the back yard of the Lot upon the stoppage of use. Under no circumstances shall play equipment remain in the front yard overnight.

Section 35: Slope Easements. In addition to the Drainage Easements identified in Article IX, Section 22 above, "**Slope Easements**" are reserved as shown upon the recorded Subdivision Plat of the Subdivision Property. Raised berms and other erosion and water control mechanisms (the "**Slope Easement Improvements**") have been or may be installed within the certain Slope Easements either in Common Areas or on individual Lots. Slope Easement Improvements are intended to supplement and work together with adjacent Stormwater Improvements installed within Drainage Easements. Such Slope Easements shall be maintained as follows:

(a) By the Association. The maintenance of Slope Easement Improvements to be performed by the Association as described herein is intended to (a) allow for proper functionality of such Slope Easements for their intended purpose of stormwater and erosion control, (b) enhance the natural beauty of vegetation within such easements, and (c) prevent the creation of habitat within such easements that may lead to the presence of varmints, feral animals and other nuisances. As part of such maintenance, the Association has the right to access the Slope Easements through the Common Areas and all Lots on which such easements are located and may install community fencing. The Association shall maintain the Slope Easements to a level and degree determined in its sole and absolute discretion. Within the Slope Easements, such maintenance by the Association

may include, but not be limited to, removing and/or trimming all trees, mowing, bush hogging, landscaping, planting and replacing trees and other vegetation, maintaining fencing, repairing any erosion of or other damage to the Slope Easement Improvements, all in the Associations' sole discretion, ensuring there is no damage or changes to the Slope Easement Improvements, removing fallen trees and other obstacles therein, and other care of all natural features and Slope Easement Improvements therein.

(b) By the Owner. While the Association will maintain the Slope Easements to a level and degree determined by the Association, the Owner of a Lot on which a Slope Easement exists may, but is not obligated, to mow, water, fertilize and otherwise maintain the surface vegetation on the Slope Easement within such Owner's Lot to a higher level and degree than as so performed by the Association, at such Owner's sole cost. Owners shall not install, or cause to be installed, permanent improvements or non-movable items or plant new vegetation other than grass and fencing (subject to approval by the Architectural Committee) in or on the Slope Easements, unless approved in advance by the Association, in its sole and absolute discretion. The Association shall have the right to remove (or require Owner to remove) any such improvements or items in the Slope Easement that violate the terms of this Section or in any way restrict or diminish the effective operation of the Slope Easement in the Association's sole and absolute discretion and to bill the Owner of that Lot for all costs of such removal. The Owners shall not damage (including modify, remove or destroy) any Slope Easement Improvements located in the Slope Easements or take any action that would otherwise negatively impact the water and erosion control features of the Slope Easement. Notwithstanding the limited ability given to the Owners to engage in additional maintenance and install improvements on the Slope Easement as set forth above, the Association retains full power and authority to subsequently withdraw, restrict or terminate such Owner activities and require the removal of all such improvements and items in or on the Slope Easement, all in the Association's sole and absolute discretion. In the event an Owner (or a contractor or other agent of an Owner acting on behalf of an Owner) violates this Section or otherwise damages such Slope Easements, the Association shall have the right to repair and replace such Owner-related damage and bill such Owner for all costs thereof incurred by the Association. In the event such Owner does not timely reimburse such costs to the Association, the Association shall have the right, in addition to any other rights it may have under this Agreement or otherwise, to place a lien against such Owner's Lot, consistent with its right to place liens on Lots for Annual Dues and Special Assessments as provided herein.

Section 36: Violations, Remedies and Fines.

(a) Each Owner is obligated to abide by the provisions set forth in this Article IX and this Declaration generally. In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, builder, contractor, subcontractor, agent or employee thereof), shall violate, or permit to be violated, any of the provisions set forth in this Article IX, the Association shall cause to be delivered to said Owner a written Notice of Violation. Said Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated or remedied within a reasonable

time as set forth in the notice.

(b) If the violation has not been voluntarily terminated or remedied by the Owner within the time allowed in the notice, the Association shall have the authority to pursue and effect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of said violation. This authority shall include, but shall not be limited to, the power to (i) assess fines, (ii) employ laborers to enter upon the premises of said owner for the purpose of removing and/or terminating the cause of said violation, (iii) place liens on the Owner's Lot and/or (iv) legally enforce this Declaration through court action.

(c) If, by virtue of the exercise of the authority granted herein, the Association shall incur expenses in connection with the process of removing and/or terminating said violation, the Association may enforce collection of any costs, liens, Fines or other expenses, in the same manner as if such amounts were Annual Dues or Special Assessments and shall have all powers and rights to so lien and collect as set forth in Article VII DUES AND ASSESSMENTS: MEMBERSHIP FEES.

(d) For purposes of administering this Section, the determination of whether a violation has been, or is being, committed and the determination of what time period constitutes a "reasonable time" allowable for voluntary termination by the perpetrator of the same, shall be made by the Board after taking into consideration the facts and circumstances surrounding the particular violation, condition or occurrence.

(e) Violation Fines. In addition to any other remedies provided herein, in the event of an uncured violation of the obligations of an Owner as set forth under this Article IX, the Board shall have the right to assess daily Violation fines against the Owner in the amount of One Hundred Dollars (\$100.00) per day until such violation is cured or resolved (the "**Violation Fines**"). All Violation Fines shall be payable within thirty (30) days after notice of imposition of such Violation Fines is sent by the Association to the Owner. In the event any Violation Fines remain unpaid beyond their required payment date the Board may assert a lien against the Owner's Lot for such unpaid amounts as if such Violation Fine was an Annual Dues amount or a Special Assessment. Unpaid past due Violation Fines shall incur interest at the rate of 18% per annum until paid in full.

(f) The provisions of Article XIII, Section 1: Enforcement shall also apply with respect to violations of this Article IX.

ARTICLE X CARE OF COMMON AREA

Section 1: Maintenance by Association. As to any Common Area owned, leased or otherwise controlled by the Association, the Association may take the following actions without any approval of the Owners being required:

(a) Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such Common Area.

(b) Construct, reconstruct, repair, replace or refinish any detention areas, or road improvement or surface upon any portion of such Common Area used as a road, street, walk, driveway or parking area.

(c) To maintain and replace injured or diseased trees, shrubs, annuals, perennials, ground cover or other vegetation within any Common Area, Landscape Island, median or other landscaped area within any right-of way of any public or private street located within Turners Ranch Subdivision to the extent that the Association deems necessary or desirable for the conservation of water and soil and for aesthetic purposes, and to the extent that the County or the City deems necessary to maintain public safety. The Association shall be the sole judge as to the appropriate maintenance of all grounds within any Common Area, except any landscaped or planted areas within the right-of-way of any public or private street. In the event landscaping of any Common Area, right-of-way, detention basin or detention easement shall not be maintained by the Association to the reasonable satisfaction of the County (or, in the event of annexation, the City), the Association will be provided with written notification of any deficiencies, whereupon the Association shall have thirty (30) days to correct any deficiencies. In the event the Association fails to correct any deficiencies in landscaping as delineated by the County (or, in the event of annexation, the City) within thirty (30) days of receipt of notice, then the applicable government entity may either:

(i) Have the landscaping maintenance performed and the Association shall be billed for the cost of the landscaping; or

(ii) The County (or, in the event of annexation, the City) may remove the landscaping.

Except as otherwise specifically provided, any expense of the County (or, in the event of annexation, the City) for administration, maintenance, operation, repair or replacement of Common Areas, detention basins, detention easements, and/or landscaping within any public right-of-way shall be treated as and paid for as a common expense of the Association. Notwithstanding, if the Association fails to pay the County (or, in the event of annexation, the City) for its maintenance costs within thirty (30) days of written demand, the County (or, in the event of annexation, the City) may assess the cost of such maintenance or abatement in the same manner as assessments are levied by the Association, and the same shall be a lien against the applicable Lot and a personal liability of the Owner of the applicable Lot, enforceable by the County (or, in the event of annexation, the City) without limitation.

(d) Place and maintain upon any such area such signs as the Association may deem appropriate for the proper identification, use and regulation thereof.

(e) Do all such other and further acts which the Association deems necessary to preserve and protect Turners Ranch Subdivision and the beauty thereof, in accordance with the general purposes specified in this Declaration.

The Association shall be the sole judge as to the appropriate maintenance of all grounds within the Common Area.

Notwithstanding the foregoing, any amendment to this Declaration which provides for additional or modified covenants, conditions and restrictions, which would reduce any obligation of the Association to maintain the Common Areas, detention facilities, drainage basins or easements detention easements or landscape islands within the Turners Ranch Subdivision, shall require the written approval of the County (or, in the event of annexation, the City).

Section 2: Damage or Destruction of Common Area by Owners. In the event any Common Area willfully or maliciously is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such owner does hereby authorize the Association to repair said damaged area, and the Association, at its option, shall so repair said damaged area. The cost for such repairs shall be paid by said Owner, upon demand, to the Association and the Association may enforce collection of same in the same manner as if such cost was an Annual Dues amount or a Special Assessment and shall have all powers and rights to so collect as set forth in Article VII DUES AND ASSESSMENTS: MEMBERSHIP FEES.

ARTICLE XI ANNEXATION INTO THE CITY OF SPRINGFIELD

As a condition of providing sanitary sewer services to Turners Ranch Subdivision, the Developer and the City executed an IRREVOCABLE PETITION AND CONSENT TO ANNEX (dated July 24, 2024, and recorded in Book 2024 at Page 26054-24), whereby the City Council of the City may, at any time in accordance with Missouri statutes, cause Turners Ranch Subdivision to be annexed into the City. In addition, the Developer or the Association may at any time seek to have Turners Ranch Subdivision annexed into the City, in accordance with Missouri statutes. Each Owner irrevocably consents to the annexation of the Subdivision Property into the City in accordance with the terms and conditions agreed to by the Developer or the Association and the City and waives any right to object to or challenge annexation of any part of the Subdivision Property. In the event the Subdivision Property is annexed into the City, the City shall succeed to the rights of the County hereunder, as such rights shall apply prospectively to events, processes and actions, as provided herein, occurring after the date of such annexation.

ARTICLE XII RESERVATION OF DEVELOPMENT RIGHTS

Section 1: Phases: Additional Land. Subject to the Developer obtaining platting and zoning approval from the County (or, in the event of annexation, the City), the Developer may add additional real property (the "**New Property**") to the Subdivision Property to become a part of the Turners Ranch Subdivision and may supplement or modify this Declaration with

additional covenants, conditions and restrictions (or deletions thereof) as Developer may deem appropriate in its sole and absolute discretion. Any New Property (including, but not limited to the Option Property) added by the Developer may be developed in phases in the Developer's sole and absolute discretion. As New Property is added to the Subdivision Property, an amendment to this Declaration shall be recorded legally describing the New Property and other special restrictions or provisions that may only apply to the New Property or may apply generally to all Subdivision Property.

(a) Possible Change of Developer Related to Option Property. Turners Ranch and Sunshine are parties to that certain Option Agreement dated March 14, 2025 (the "**Option Agreement**"), as evidenced by in that certain Memorandum of Option Agreement as recorded in Book 2025 at Page 8068-25 of the Greene County, Missouri real estate records, wherein 106A Investor, LLC ("**106A**") has granted to Turners Ranch and Sunshine an option (the "**Option**") to purchase, develop and include as part of the Turners Ranch Subdivision certain real property owned by 106A, as more particularly described on **Exhibit "C"** which is attached hereto and made a part hereby this reference (the "**Option Property**") on the terms and conditions as set forth in the Option Agreement. The parties agree that upon purchase of the Option Property from 106A, the Option Property may be added to the Subdivision Property as New Property that is subject to the terms and conditions of this Declaration by either Turners Ranch or Sunshine Developer (or their successors and assigns), subject only to the Option Agreement, but otherwise without consent from Turners Ranch, Sunshine, the Association or the Owners. In the event Turners Ranch elects not to purchase the next phase of the Option Property from 106A and Sunshine elects to purchase it from 106A pursuant to the Option Agreement, Sunshine shall, without the need for further agreement or documentation, become the "**Developer**" under this Declaration and assume Turners Ranch all of the rights and obligations of the "**Developer**", as described herein, on a going forward basis from and after the date Sunshine records a final plat for any portion of the Option Property. To the extent a separate assignment of developer rights is required, Turners Ranch agrees to execute and record an assignment upon the request of Sunshine. Until such time as Sunshine purchases and files a final plat for a portion of the Option Property (and elects to add such Option Property to the Declaration), Sunshine shall not have any power to act as the Developer under this Declaration. Similarly, following such time as Sunshine purchases and files a final plat for a portion of the Option Property (and elects to add such Option Property to the Declaration), Turner Ranch shall not have any further power to act as the Developer under this Declaration.

Section 2: Removal of Land. The Developer may remove Lots and other portions of real property from the Subdivision Property and may supplement or modify this Declaration with additional covenants, conditions and restrictions as Developer may deem appropriate in Developer's sole and absolute discretion at any time that Developer still owns one or more Lots in the Turners Ranch Subdivision.

Section 3: Right to Subdivide or Combine Lots.

(a) General. The Developer hereby reserves the right to further subdivide or combine

Lots thereof into smaller or larger Lots in Developer's sole and absolute discretion. Thereafter, each newly created Lot shall be subject to the terms and conditions of this Declaration.

Section 4: The rights described in this Article XII are not subject to the approval of anyother party including the Association or any Owner.

Section 5: No Governmental Obligations: Nothing contained in this Declaration shall be deemed to constitute a dedication for a public use or to create any rights in the general public. Nothing contained in this Declaration shall be construed as creating an obligation on the part of the County (or, in the event of annexation, the City), or any other governmental authority having jurisdiction over Turners Ranch Subdivision and the Common Areas to maintain, repair, or replace any portion of the Common Areas, detention basins, or easements.

ARTICLE XIII GENERAL PROVISIONS

Section 1: Enforcement. The Developer or the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, fines and charges now or hereafter imposed by the provisions of this Declaration as modified and amended. In addition to any remedies available at law or in equity and the right to place liens against an Owner's Lot or impose fines as provided herein, the Developer or the Association shall have the right to seek and obtain an award for damages, specific performance and/or injunctive relief from a court of competent jurisdiction in the event of a violation of this Declaration by an Owner. Failure by the Developer or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the Developer or the Association employs an attorney or attorneys for collection of any Annual Dues, Special Assessments or Fines, to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, the violating Owner agrees to pay reasonable attorneys' fees and costs thereby incurred by the Developer or the Association in addition to any other amounts due or any other relief or remedy obtained against said Owner.

Section 2: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3: Amendment.

(a) The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless otherwise amended as herein provided.

(b) This Declaration may be amended in whole or in part at any time by an instrument in writing executed by Developer, its successors or assigns, in its sole

and absolute discretion, until such time as the Developer no longer owns any of the Subdivision Property or Lots.

(c) Following such time as the Developer no longer owns any of the Subdivision Property or Lots, this Declaration may be amended by an instrument in writing executed by the Association, with the approval of a majority of the votes of a quorum of the Owners (which may be obtained by the consent of a sufficient number of the Owners without the need for a formal meeting).

(d) No amendment shall be effective until it is recorded in the real estate records of Greene County, Missouri.

Section 4: Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Developer or the Association.

Section 5: Violation of Law. Any violation of any state, municipal or local law, ordinance, or regulation, pertaining to the ownership, occupation or use of any Subdivision Property is hereby declared to be a violation of this Declaration and subject to any or all enforcement procedures set forth in this Declaration.

Section 6: Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

Section 7: Delivery of Notices and Documents. Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by a commercial delivery service (such as FedEx, UPS) with delivery confirmation. If by delivery service, it shall be deemed to have been delivered the day the delivery service indicates it was delivered:

- (a) If to the Association, the Board or the Architectural Committee;

Turners Ranch Homeowners Association, Inc.
5517 N. Farmer Branch Road, #115
Ozark, MO 65721

However, plans and specifications and other development documents to be reviewed by the Association or the Architectural Committee shall be delivered to the address provided in the application and guideline forms approved by the Architectural Committee.

- (b) If to an Owner, to the address of any Lot owned, in whole or in part, by him or to any other address last furnished by an Owner to the Association.

(c) If to the Developer:

Turners Ranch, LLC
5517 N. Farmer Branch Road, #115
Ozark, MO 65721

and

Sunshine Developer, LLC
c/o Mike Nichols, Manager
2144 E. Republic Road, Suite B300
Springfield, MO 65804

Provided, however, that any such address may be changed at any time by the party concerned by furnishing a written notice of change of address to the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association and shall promptly notify the Association in writing of any subsequent change of address.

Section 8: Binding Effect of Declaration. By acceptance of a deed and acquiring an ownership interest in any of the Subdivision Property, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs and personal representatives to the covenants, conditions and regulations now or hereafter imposed by this Declaration (and any amendments thereto) and to the Rules hereafter promulgated by the Association, or the Board acting on behalf thereof, and by the Architectural Committee, in accordance with this Declaration. In addition, each such person or entity by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement, development, and preservation of the Subdivision Property.

[The remainder of this page is intentionally blank. Signature on the following page.]

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 13th day of January, 2026.

TURNERS RANCH:

Turners Ranch, LLC

By: _____

Harrison Cade Rogers, Sole Member

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 13th day of January, 2026, before me personally appeared Harrison Cade Rogers, to me personally known, who being duly sworn, did say that he is the sole member of Turners Ranch, LLC (the "Company"), and that he executed the foregoing instrument in the name of the Company, and that he had the authority to sign the same and acknowledged said instrument to be the free act and deed of the Company.

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



Martha Middleton
Notary Public

Martha Middleton
Printed Name

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 13th day of January, 2026.

SUNSHINE:

Sunshine Developer, LLC

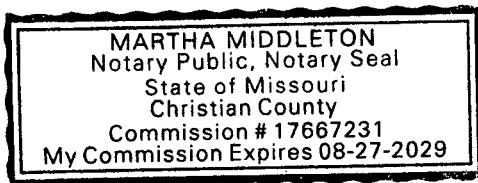
By: _____

Mike Nichols, Manager

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 13th day of January, 2026, before me personally appeared Mike Nichols, to me personally known, who being duly sworn, did say that he is the Manager of Sunshine Developer, LLC (the "Company"), and that he executed the foregoing instrument in the name of the Company, and that he had the authority to sign the same and acknowledged said instrument to be the free act and deed of the Company.

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



Martha Middleton
Notary Public

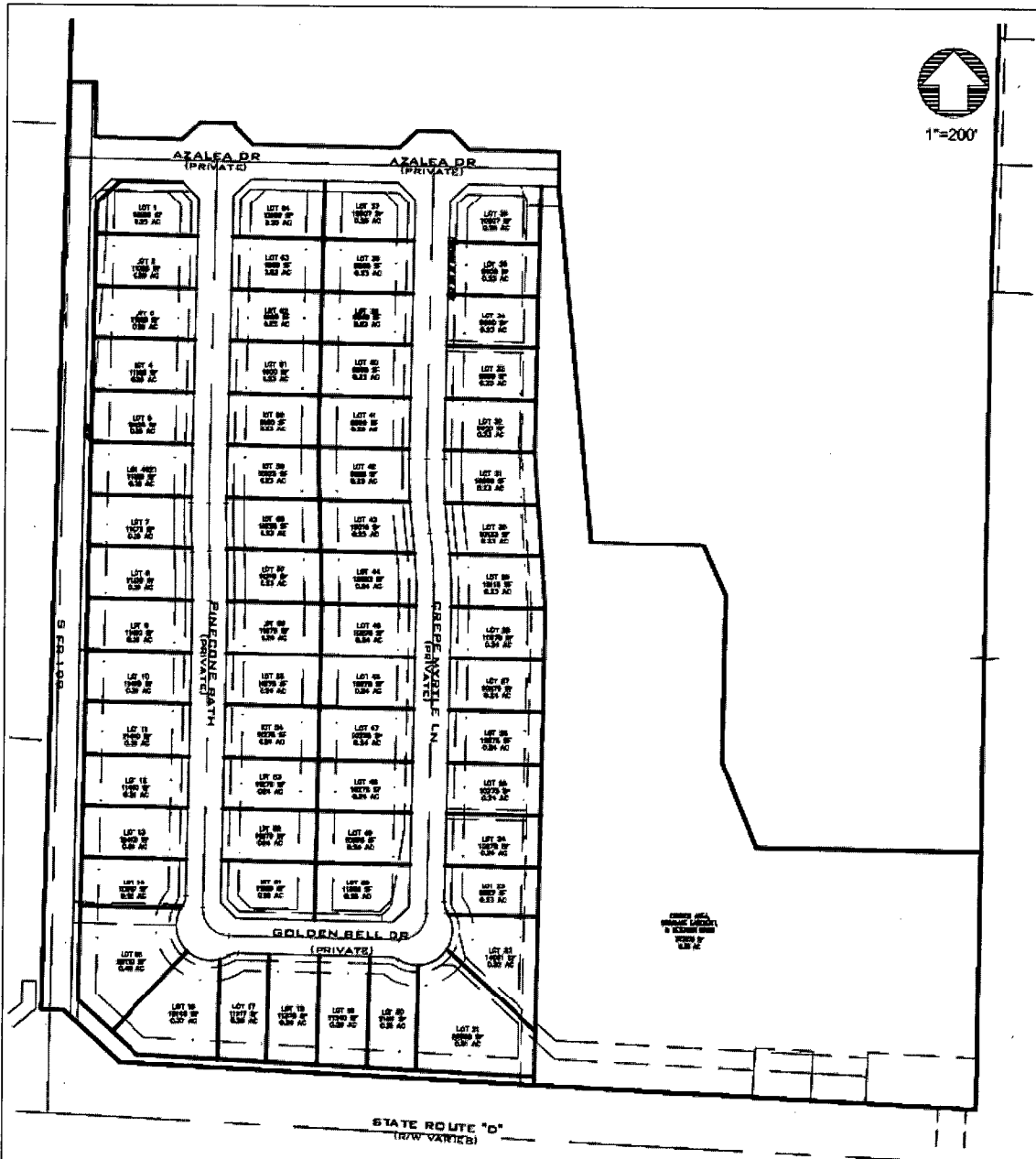
Martha Middleton
Printed Name

EXHIBIT "A"
LEGAL DESCRIPTION OF THE SUBDIVISION PROPERTY

All that part of the West Half of Section 25, Township 29 North, Range 21 West of the Fifth Principal Meridian, GREENE County, Missouri, being more particularly described as follows:
COMMENCING at an existing iron pin at the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 25; thence, South 01°08'49" West, along and with the East line of said Quarter-Quarter section, a distance of 892.27 feet; thence, South 01°08'49" West, continuing along and with said East line, a distance of 135.97 feet to an existing iron pin at the Northwest corner of Lot 46 of the Amended Plat of James River Addition, a recorded subdivision in Greene County, Missouri; thence, South 01°23'19" West, continuing along said East line, also being the West line of said James River Addition Amended, a distance of 300.13 feet to the Northeast corner of the Northeast Quarter of the Southwest Quarter (also known as the Center of Section 25), as shown on said plat; thence, South 01°23'19" West, along and with the East line of the Northeast Quarter of the Southwest Quarter of said Section 25, also being the West line of said James River Addition Amended, a distance of 783.84 feet to an existing iron pin at the Northwest corner of Lot 91 of said James River Addition Amended; thence, South 01°20'57" West, continuing along and with said line, a distance of 547.77 feet to an existing iron pin at the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 25; thence, South 00°44'47" West, along and with the East line of said Southeast Quarter of the Southwest Quarter, a distance of 810.38 feet to the POINT OF BEGINNING; thence, North 89°02'34" West, leaving said East line, a distance of 325.24 feet; thence, North 21°49'26" West, a distance of 133.20 feet; thence, North 01°03'33" East, a distance of 241.00 feet; thence, North 24°18'02" West, a distance of 79.66 feet; thence, North 88°57'51" West, a distance of 161.85 feet; thence, North 05°29'10" West, a distance of 516.34 feet; thence, North 01°02'09" East, a distance of 50.00 feet; thence, North 88°57'51" West, a distance of 132.00 feet; thence, North 43°57'51" West, a distance of 35.36 feet; thence, North 88°57'51" West, a distance of 50.00 feet; thence, South 46°02'09" West, a distance of 35.36 feet; thence, North 88°57'51" West, a distance of 214.00 feet; thence, North 43°57'51" West, a distance of 35.36 feet; thence, North 01°02'09" East, a distance of 5.00 feet; thence, North 88°57'51" West, a distance of 50.00 feet; thence, South 46°02'09" West, a distance of 35.36 feet; thence, North 88°57'51" West, a distance of 127.00 feet to the proposed relocated East right-of-way line of Farm Road 199; thence, North 01°02'09" East, along and with said proposed East line, a distance of 80.00 feet; thence, North 88°57'51" West, leaving said proposed East line, a distance of 38.51 feet to the West line of the East Half of the Southwest Quarter; thence, South 01°25'36" West, along and with said West line, a distance of 1344.13 feet to the North right-of-way line of Missouri State Route "D"; thence, along and with said North line, the following four (4) courses: South 87°12'07" East, a distance of 32.69 feet; thence South 47°32'27" East, a distance of 109.09 feet to an existing right-of-way marker; thence, South 87°11'00" East, a distance of 1001.41 feet to an existing right-of-way marker; thence, South 87°07'18" East, a distance of 238.75 feet to an existing iron pin on the East line of said Southeast Quarter of the Southwest Quarter; thence, North 00°44'47" East, along and with said East line, a distance of 372.79 feet to the POINT OF BEGINNING.

EXHIBIT "B"

DRAFT OF MAP PORTION OF THE SUBDIVISION PLAT



NOTE:
THIS DRAWING HAS BEEN PREPARED ONLY AS AN EXHIBIT TO ILLUSTRATE GENERAL LOT CONFIGURATION AND IS NOT TO BE CONSTRUED TO REPRESENT THE RECORDED FINAL PLAT



LEE Engineering & Associates, L.L.C.
1200 E. Woodhurst Dr., Suite D200
Springfield, Missouri 65804
417-886-9100 (phone)
417-886-9336 (fax)
dlee@leeengineering.biz

"Engineering with Integrity"

Missouri State Commission of Public Safety
Professional Engineer
Lynn Burroughs 20100202000

**TURNERS RANCH PH1
PLAT EXHIBIT**

DATE:

11/19/2025

PROJECT NO.:

2342

EXHIBIT "C"

LEGAL DESCRIPTION OF THE OPTION PROPERTY

All that part of the West Half of Section 25, Township 29 North, Range 21 West of the Fifth Principal Meridian, Greene County, Missouri, being more particularly described as follows:

COMMENCING at an existing iron pin at the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 25; thence, South 01°08'49" West, along and with the East line of said Quarter-Quarter section, a distance of 892.27 feet to the POINT OF BEGINNING;

thence, South 01°08'49" West, continuing along with said East line, a distance of 135.97 feet to an existing iron pin at the Northwest corner of Lot 46 of the Amended Plat of James River Addition, a recorded subdivision in Greene County, Missouri; thence, South 01°23'19" West, continuing along said East line, also being the West line of said James River Addition Amended, a distance of 300.13 feet to the Northeast corner of the Northeast Quarter of the Southwest Quarter (also known as the Center of Section 25), as shown on said plat; thence, South 01°23'19" West, along and with the East line of the Northeast Quarter of the Southwest Quarter of said Section 25, also being the West line of said James River Addition Amended, a distance of 783.84 feet to an existing iron pin at the Northwest corner of Lot 91 of said James River Addition Amended; thence, South 01°20'57" West, continuing along and with said line, a distance of 547.77 feet to an existing iron pin at the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 25; thence, South 00°44'47" West, along and with the East line of said Southeast Quarter of the Southwest Quarter, a distance of 810.38 feet; thence, North 89°02'34" West, leaving said East line, a distance of 325.24 feet; thence, North 21°49'26" West, a distance of 133.20 feet; thence, North 01°03'33" East, a distance of 241.00 feet; thence, North 24°18'02" West, a distance of 79.66 feet; thence, North 88°57'51" West, a distance of 161.85 feet; thence, North 05°29'10" West, a distance of 516.34 feet; thence, North 01°02'09" East, a distance of 50.00 feet; thence, North 88°57'51" West, a distance of 132.00 feet; thence, North 43°57'51" West, a distance of 35.36 feet; thence, North 88°57'51" West, a distance of 50.00 feet; thence, South 46°02'09" West, a distance of 35.36 feet; thence, North 88°57'51" West, a distance of 214.00 feet; thence, North 43°57'51" West, a distance of 35.36 feet; thence, North 01°02'09" East, a distance of 5.00 feet; thence, North 88°57'51" West, a distance of 50.00 feet; thence, South 46°02'09" West, a distance of 35.36 feet; thence, North 88°57'51" West, a distance of 127.00 feet to the proposed relocated East right-of-way line of Farm Road 199; thence, North 01°02'09" East, along and with said proposed East line, a distance of 80.00 feet; thence, North 88°57'51" West, leaving said proposed East line, a distance of 38.51 feet to the West line of the East Half of the Southwest Quarter; thence, North 01°25'36" East, along and with said West line, a distance of 565.85 feet to an existing iron pin; thence, North 01°06'08" East, along and with said West line, a distance of 546.24 feet to an existing iron pin at the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 25; thence, North 01°23'14" East, along and with the West line of said Southeast Quarter of the Northwest Quarter, a distance of 1322.37 feet to the Northwest corner of said Southeast Quarter of the Northwest Quarter; thence, South 86°56'14" East, along and with the North line of said Southeast Quarter of the Northwest Quarter, a distance of 369.94 feet to an existing iron pin; thence, South 02°13'25" West, leaving said North line, a distance of 891.78 feet; thence, South 86°55'44" East, a distance of 985.62 feet to the East line of the said Southeast Quarter of the Northwest Quarter and the POINT OF BEGINNING; containing 68.11 acres, more or less and being subject to easements, restrictions, or rights-of-way, if any.