



Ralls County, Missouri Document # 2016-59627
6/13/2016 at 1:14 PM Page 1 of 15
Gina Jameson, Circuit Clerk & Ex-Officio Recorder of Deeds



RECORDING COVER SHEET

Document Title: DECLARATION OF COVENANTS, RESTRICTIONS,
RESERVATIONS, TERMS AND CONDITIONS GOVERNING
ADVENTURE OUT RV PARK

Document Date: 12/2/13

Grantor Name: ADVENTURE OUT RV CENTS/ADVENTURE OUT RV
PARK

Grantee Name: PUBLIC

Grantee Mailing Address: NONE

Related Document: NONE

Legal Description(s): PAGE ONE

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DECLARATION OF COVENANTS,
RESTRICTIONS, RESERVATIONS, TERMS, AND CONDITIONS GOVERNING
ADVENTURE OUT RV PARK

THIS DECLARATION is made as of the _____ day of, 20_____, by Thomas P. Meyer, DBA
Adventure Out RV Center / Adventure Out RV Park(the "Declarant")

RECITALS

- A. Declarant is the owner of certain real property located in Ralls County, Missouri, described as follows, to-wit:

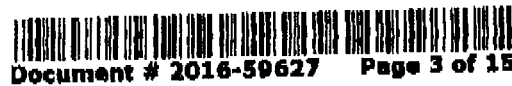
All of Lots One through One Hundred Seventy-One of the Adventure Out RV Park, a Subdivision lying in the West Half (W1/2) of the Northeast Quarter (NE1/4) of Section Fourteen (14), Township Fifty-Five (55) North, Range Seven (7) West, Ralls County Missouri.

(the "Property")

- B. Declarant has previously recorded a plat of such development, and desires to develop it as a Recreational Vehicle Park /subdivision to be known as ADVENTURE OUT RV PARK.
- C. Therefore and to that end, the Declarant hereby subjects the real property as described in section "A" herein, (the "Property") to this Declaration of Covenants, Restrictions, Reservations, Terms, and Conditions to promote the uniformity of design, the general welfare, and the harmony and cooperation of all current and future, owners and lessors of the land and improvement within the property.

ARTICLE I

- 1.1 Establishment of Covenants and Easements. The Property shall hereafter be held, leased, conveyed, mortgaged and occupied subject to this Declaration which shall inure to the benefit of, and pass with, and be appurtenant to each and every parcel of the Property and all ground leasehold estates therein and shall apply to and bind the heirs, legal and personal representative, assignees and successors in interest of any owner thereof; however, that any and all rights, powers, and reservations of Declarant including, but not limited to those relating to issuances of approvals, enforcement, curing of defaults and rights of regulation according to this Declaration, are personal to Declarant and may be transferred to its successors and assigns as contemplated in section 7.3 hereof, whether or not such assignee or transferee shall own any land within the Property.
- 1.2 Definitions Unless the context clearly requires a different meaning or interpretation, the following terms shall have the corresponding meanings: .
- 1.2.1 RESERVED
- 1.2.2 Eligible Recreational Vehicles - Motor Home or Motor Coach must be a Class "A", "B" or "C" with a minimum of twenty (20 feet in length; Fifth Wheel units with a minimum of twenty (20 feet in length; or a Travel Trailer with a minimum of twenty (20 in length. No pop-up campers,



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pick-up campers, tents or manufactured (park models), or non-manufactured or professionally built (in the sole discretion of the Declarant) units shall be permitted. Units must display a Recreational Vehicle Industry Association Tag. All RVs are subject to a visual inspection.

- 1.2.3 Portable units – all residential units must have permanently attached axles and remain mobile at all times.
- 1.2.4 Common Utility Facilities – all storm drainage facilities, underground electrical power systems, cable television systems, telephone systems, subdivision entrance ways, which are situated on the property.
- 1.2.5 Declarations – this Declaration of Covenants, Restrictions, Reservations, Terms and Conditions, as may be amended from time to time.
- 1.2.6 Improvements – all structures or landscaping improvements of every type and kind initially or at any time thereafter placed or constructed on any site including, but not limited to, utility, buildings, underground installations, slope alterations, roads, berms, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, windbreaks, plantings, planted trees and shrubs poles, signs, utilities, water lines, sewer, electrical and gas distribution facilities and loading areas. All sites shall be limited to one (1) storage building per site, and no other buildings shall be allowed on any site. carports, enclosures of recreational vehicles, and other such structures are prohibited.
- 1.2.7 Owner – the record owner, whether one or more persons or entities, of fee simple title to any site or any portion thereof, excluding those holding such interest merely as security for the performance of an obligation and excluding the Association and its ownership of Common Areas.
- 1.2.8 Site – any contiguous parcel of land within the Property, including such land subject to common use or common ownership by more than one person or entity, as established by recorded plats or deeds of conveyance from time to time but including any street right-of-way, easement or other part of the Property at any time owned by Declarant or any governmental entity for roads, parks, greenways or other facilities related to development of the Property.
- 1.2.9 Declarant. Any reference to the Declarant in these covenants and restrictions shall mean Thomas P. Meyer, as well as his successors, heirs or assigns. In the event that Thomas P. Meyer, or his successors heirs or assigns should create a homeowner's association pursuant to the provisions of these covenants, then any reference to powers granted or reserved to Declarant shall refer to the homeowners association.
- 1.3 Dedications – Declarant reserves the right at any time to dedicate portions of the Property owned by Declarant as a greenway or as a public or private right-of-way. Upon any dedication and the acceptance of greenway or public right-of-way by the appropriate governmental entity, this Declarant will thereafter no longer affect or apply to the portions of the Property so dedicated and accepted.
- 1.4 Subdivision Prohibited – A site shall not be subdivided nor shall its boundary lines be changed, except by written consent of Declarant, which shall not be unreasonably withheld so long as the propose development is compatible with the surrounding area. Two or more lots may not be

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combined into one site.

- 1.5 Additions to existing property - Any contiguous tract of substantially similar topography which shall be designated by Declarant or the Owner's Association to be a part of this development and subject to all of the covenants, restrictions and easements set out herein.

ARTICLE II

USES

- 2.1 Residential Only - No site shall be used for anything other than residential purposes and such residences shall consist only of one (1) Eligible Recreational Vehicle as defined herein.
- 2.2 Nuisances and Unlawful Uses - No use or operations shall be permitted or maintained within any portion of the property which are dangerous or unsafe or which cause or produce any of the following effects discernible outside of buildings or which affect any adjacent property:
- A) Noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness.
 - B) Smoke or noxious gasses
 - C) Dust, dirt, or fly ash
 - D) Unusual fire, or explosive hazards
 - E) Vibrations
 - F) Violation of applicable laws, ordinances, and regulations
 - G) Discharge or storage of hazardous waste
 - H) Any other activity which creates a nuisance, is offensive or is not consistent with the intent of this declaration.

ARTICLE III

REGULATION OF IMPROVEMENTS

- 3.1 Standards - No Improvements shall be placed on any Site without the consent and approval of the Declarant and such consent and approval shall be based on the conformity of the proposed plans to the design criteria established by the Declarant. Said approval and consent, together with the compliance with applicable laws, ordinances, and regulations, must be obtained by each respective Owner prior to commencement of construction and development of any Improvements on any Site.
- 3.2 Completion of Construction - After commencement of construction of any Improvements in accordance herewith, the work thereon shall be diligently and continuously prosecuted so that

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such Improvements shall not remain uncompleted for any substantial period of time. The Declarant may set the time period within which such Improvements are to be completed as part of its approval and consent. The owner of each Site shall at all times keep contiguous public and private streets and rights-of-way free from dirt, mud, garbage, and trash, or other debris resulting from construction of Improvements.

- 3.3 Excavation. No clearing or excavation shall be made except in connection with the construction, maintenance or repair of any Improvements (including landscaping); and upon completion thereof exposed openings shall be backfilled, and disturbed ground shall be leveled, graded, and seeded, as to provide on the plans for landscaping required by section 3.4 hereof.
- 3.4 Landscaping. Every Site shall be landscaped only according to the plans approved by the Declarant as based on the conformity of the proposed plans to the design criteria established by the Declarant.
- 3.5 Signs. Outdoor signs of any type, shall be constructed, installed, or altered only upon the prior written approval of the Declarant, which shall not be unreasonably withheld. Declarant reserves the right to restrict size, color, and content of such signs. Any signage erected or not maintained in accordance with the foregoing requirements maybe removed by the Declarant at the cost of the Owner or lessor which has violated such requirements.
- 3.6 Maintenance Responsibilities. The Declarant may, but shall not be responsible for the maintenance of any common areas. The Owners shall each be responsible for maintenance of their own site.
- 3.6.1 Vacant Site. After acquisition, the Owner of each Site shall have the responsibility to maintain such Site in a non-hazardous condition so that it will at all times present a neat attractive appearance, including at such times as the site is not occupied by an eligible recreational vehicle.
- 3.6.2 Improved Sites. The owner of each Site shall at its expense, at all times maintain the Site, and storage building improvements and appurtenances, in a safe, clean condition and shall comply with all governmental, health, fire, and police requirements.
- 3.6.3 Minimum Standards. The required maintenance by Owners includes, but is not limited to:
 - (A) Removing not less frequently than weekly all liter, trash, refuse and waste. All trash shall be placed in an approved trash container
 - (B) Keeping lawns and landscaping, reasonably free of weeds and attractive. Grass must be kept at a maximum height of 5".
- 3.7 Storage Buildings. Only (1) one Building per Site is allowed with a combined square footage of 180 feet. Building must have an exterior of vinyl siding or plastic. No metal allowed. Storage building shall be placed within the designated area on a lot. Such storage building must be approved by Declarant.
- 3.8 Specific Prohibitions. RESERVED

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- 3.8.1 Protection of Wildlife. No hunting shall be allowed on the Property.
- 3.8.2 Animals. No animals, livestock or poultry of any kind shall be raised, bred, kept or pastured on the Property other than domesticated animals kept as house pets. All pets must be maintained on a leash. All animal waste must be properly disposed of by the pet owner. Dogs that bark excessively, and dogs, cats or other domestic pets that roam onto neighboring sites, so as to disturb other site owners, are specifically declared to be nuisances. Only two (2) domestic animals allowed per site.
- 3.8.3 Antennas. Radio and or television towers, dishes or antennas may be erected or placed on any site, provided the same do not exceed twenty-five (25) inches in diameter and do not exceed height of Recreational Vehicle by more than five (5) feet.
- 3.8.4 Clothes Lines. Only portable, non permanent clotheslines may be installed. Lines must be removed when owner is not residing at the site.
- 3.8.5 Campfires. Campfires are permitted in approved fire rings only. The burning of any trash is prohibited.
- 3.8.6 Quiet time. Quiet time will be observed between 11:00 p.m and 7:00 a.m.
- 3.8.7 Parking. No parking will be allowed on grass areas.
- 3.8.8 On-site Repairs. No major repairs to Recreational or any other Vehicle shall be allowed on a site. Major repairs shall include but not be limited to any rebuilding of the exterior structure, any repairs that require more than 48 hours, and any repairs which disturb the comfort quiet and repose of any other Lot owners.
- 3.8.9 Service Lines. No service lines shall be constructed, placed or maintained anywhere in or upon the Property unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in , under or on buildings or other approved Improvements, except that electrical transformers and telephone switching equipment may be permitted if approved by Declarant. as used herein, the term "service line" shall include electric, cable television and telephone, wires cables, conduits for the conveyance and use of electricity, telephone, radio, and television signals on Site.
- 3.8.10 Streets, Drives, Curbs, Walks. Streets, drives, curbs, walks, boardwalks, and similar facilities shall not be constructed, or altered by any Owner (except Declarant) except with approval and consent of the Declarant as based on the conformity of the proposed construction/alteration to the design criteria established by the Declarant.
- 3.8.11 Walls and Fences. No fences, copings or exterior, non-load bearing wall shall be erected or maintained on any Site except as approved in writing by the Declarant as based on the conformity of the proposed wall or fence to the design criteria established by the Declarant. Stockade, Poly-vinyl chloride or chain link styles may be permitted. The Declarant may require any permitted fence to include minimum number of entrance gates. No Barbed wire fencing is permitted.



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- 3.8.12 Safety and Enforcement. All county, state, and federal laws will be enforced at all times. Violation shall be considered a breach of these covenants, and may constitute a basis for forfeiture of all rights in this development. The health and safety of all residents shall be maintained at all times.
- 3.8.13 Buildings and Structures. The only buildings or structures allowed on any site are one (1) storage building as referenced in Section 3.7 above. Carports, enclosures of recreational vehicles, and other structures are expressly prohibited.

ARTICLE IV

WATER, ROADS, COMMON UTILITIES AND COMMON AREAS ASSESSMENTS AND FEES

- 4.1 Water and Electric Service. The Declarant shall provide water, sewer, trash, and electrical service for each site. The Declarant reserves the right to assign, sell, and convey said water, sewer, trash and electrical service, or part thereof, including the right and authority to collect fees for the same as well as other rights set out herein, to a third party. A deposit of Three Hundred Dollars (\$300.00) shall be due and payable on or before March of each year. Utilities will be billed by the Declarant with the exception of the water service to each site. Owner will be billed on a monthly, quarterly or yearly basis. However the Declarant shall be under no obligation to do so. Minimum monthly electric - \$10.00, sewer - \$8.00, trash - \$5.00.
- 4.2 Easement Reserved. The Declarant reserves a perpetual, assignable, and non-exclusive easement for all waterlines, pipes, taps and connections located on any site, including the right to enter said site for repairs, operations, maintenance, and improvement of the same.
- 4.3 Assessment for Roads, Common Utilities and Common Areas. There shall be due from the Owner(s) of each site an annual assessment of One Hundred Dollars (\$100.00) per site, for management, operation, maintenance, and improvements, upkeep and repair of park roads, common utilities and common areas. Said assessment shall be paid in advance to the Declarant and shall be due and payable January 1st each year, beginning January 1, 2014.
- 4.4 Non-Payment of Assessments. If said assessments are not paid by the Site Owner when due, the Declarant, shall have a lien in the amount of such past due assessment, including interest at the rate, upon the site of such delinquent site owner. The Declarant shall have the right to place such lien of record on the Land Records of Ralls County, without the requirement of court or any other further action, and shall have the right to enforce said lien in the manner provided for the enforcement of such liens or in any manner provided by law for the collection of debts of any kind whatsoever or utilities will be turned off.
- 4.5 Assessment for Sites Owned by Declarant. Only Leased sites owned by the Declarant shall be subject to assessment as set forth in section 4.3.



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ARTICLE V

EASEMENTS

- 5.1 Definitions and Documentation. For the purpose of this Article, the following will apply:
- 5.1.1 The word "in" with respect to an easement granted "in" a particular Site means, as the context may require "in", "to", "on", "over", "through", "upon", "across", and "under", or any one or more of the foregoing.
- 5.1.2 The grant of an easement shall bind and burden the Site owner by such party(the "Servient Tenement", but where only a portion of the Site is bound and burdened by the easement, just that portion shall be deemed to be the Servient Tenement), and shall survive the total or partial destruction of the subject matter of the easement.
- 5.1.3 All easements granted hereby shall be deemed to be interests in real property, appurtenant thereto and binding upon the grantor thereof and its successors and assigns and shall run with the Servient Tenement.
- 5.1.4 The grant of an easement to any Owner or group of Owners shall benefit such Owner's Site(the "Dominant Estate," but where only a portion of the Site is so defined, just that portion shall be deemed to be the Dominant state.)
- 5.1.5 Unless otherwise provided, all easements granted herein are non-exclusive, perpetual, appurtenant, irrevocable and for the benefit of each owner.
- 5.1.6 All easements granted hereunder shall exist by virtue of this Declaration without the necessity of conformation by any other document. Likewise, upon the termination of any easement (in whole or in part) or its release (in whole or in part) in respect to all or any part of any Site, the same shall be deemed to have been terminated or release without the necessity of conformation by any document. However, upon the request of any other owner, each Owner will sign and acknowledge a document memorializing the existence (including the location and any conditions), or the release (in whole or in part) as the case maybe, of any easement, if the form and substance of the document is reasonably acceptable to each Owner.
- 5.2 Easements for Common Utilities Facilities. Declarant hereby establishes easements in each Site for the benefit of each other Site for the installation, use, operation, maintenance, repair, replacement, relocation, and removal of Common Utility Facilities serving other Sites. Any Owner whose Site serves as a Servant Tenement for any such Common Utility Facilities shall have the right, upon not less than sixty (60) days notice to any Owner(s) whose Site is the Dominant Estate at any time and from time to time, to move and relocate such Common Utility Facilities; provided, however, (i) such relocation shall be made at the sole cost and expense of the Owner of the Servient Tenement (ii) such relocation shall not interfere with or diminish the utility services to the owner of the Dominant Estate (however, temporary interferences with and diminutions in utility services shall be permitted following prior notice); (iii) such relocation shall not reduce or unreasonably impair the usefulness or function of the facilities in question and be underground; (iv) the Owner of the Servient Tenement shall have delivered to the Declarant a plat showing the relocation portn of the Common Utility Facilities and said plat, plan and



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relocation is approved by the Declarant and (v) the portion of the Common Utility facilities relocated in compliance with this Section 5.2 shall be bound by the subject to the easement granted in section 5.2 and such easements shall have the same title priority as existed on the date of recording this Declaration, and the easements herein conferred as to the old portion replaced by the relocation shall be deemed released.

5.3 Roadways. Each and every site shall have a road right of way easement over and across the park access roads and park roads for ingress and egress to the site from the public road, subject, however to the traffic rules and regulations as may be established by the Declarant.

5.4 Duration. The provisions of Section 5.2 shall be perpetual and shall survive the expiration of or termination of this Declaration, subject to the right reserved by the Declarant to dedicate reserved right-of-ways.

ARTICLE VI

ENFORCEMENT

- 6.1 **Reciprocal Rights:** Covenants Run With Land. Except as otherwise specifically provided for herein, all restrictions, conditions, covenants, and agreements contained herein are made for the direct, mutual, and reciprocal benefit of each and every Site or part thereof in favor of every other Site or part thereof: shall create reciprocal right and obligations between the respective Owners of all Sites and privity of contract and estate between all grantees and lessees of said Site or parts thereof, their heirs, successors, and assigns; and shall as to the owners of each Site, its heirs, successors, and assigns, operate as covenants running with the land, for the benefit of all other Sites or part thereof. The provisions of this Section 6.1 are hereby made specifically subject to the provisions of Section 9.5 hereof.
- 6.2 **By Whom Enforceable.** These covenants may be enforced by Declarant, any association of Site Owners, or any individual Owner, however none of them shall have any obligation to do so nor be liable to anyone in the event of its failure to do so.
- 6.3 **Specific Enforcement.** All provision of this Declaration may be specifically enforced by any court of competent jurisdiction upon petition by any party entitled to enforce them herein provided. In the event that Declarant is required to enforce any provision of these covenants and restrictions, the Lot Owner violating the terms of the agreement shall bear the costs of such enforcement, including a reasonable attorneys fee.
- 6.4 **Failure to Enforce Not a Waiver of Rights.** The failure of Declarant, any association of Owners, or individual Owner to enforce any covenants or easements herein contained shall in no event be deemed to be a waiver of the right to do so thereafter or of the right to enforce any other provision of this Declaration.



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ARTICLE VI

TERMS, MODIFICATIONS AND ASSIGNMENTS OF DECLARANT RIGHTS AND DUTIES

- 7.1 Term This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) years period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there be no renewal of extension of the Declaration if, during the year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, this declaration is terminated as provided in Section 7.2 below. The term of this agreement is specifically contingent upon the rights of modification or termination set out in Section 7.2 herein.
- 7.2 Modification/Termination. This Declaration, or any provision hereof, maybe modified, amended or terminated completely and replaced by the original declarant, his successors, heirs or assigns, so long as they have not conveyed more than 75% of all of the lots, or at such time as they have assigned their rights and duties to a homeowner's association, which ever date shall be earlier. After this period, this Declaration or any provision hereof may be modified or amended, (but not terminated completely, except as provided below) as to the whole of the property or any portion thereof with the written consent of sixty percent (60%) of the total votes of all members of the association of Owners as set forth in Article VIII. Termination of the Declaration in its entirety shall only be possible with eighty percent (80%) vote. Notwithstanding the forgoing, (i) so long as Declarant or its assignee under Section 7.3 owns roads, utilities, water system, sewer system, no modification, amendment, or termination shall be effective without the written approval of the then owner thereof (ii) no modification, amendment or termination of this Declaration shall affect adversely the access to ingress to or egress from any site, nor the supply of utilities to any site; and (iii) no modification, amendment, or termination shall be effective until proper instrument in writing has been executed, acknowledged and recorded on the Office of the Recorder of Deeds of Ralls County, Missouri.
- 7.3 Assignment of Declarants, Rights and Duties. Any and all rights, powers, easements and reservations of Declarant herein contained or hereafter granted to Declarant may be assigned to any person, corporation, partnership, or organization (including, but limited to, the Association of Owners) which agrees to assume the position of Declarant with respect to the particular rights powers, easements and reservations assigned. Upon any such entity's written assumption of easements and reservations as Declarant and shall be subject to the same obligations. If any which then exist by reason of this Declaration. Upon the occurrence of such assignment Declarant will serve written notice thereof on all owners in accordance with Section 9.4 thereof. If such assignment occurs prior to the conveyance of any site from Declarant to another other, notice will be given to such owner by Declarant contemporaneously with the delivery of the deed.



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ARTICLE VIII

OWNERS ASSOCIATION

- 8.1 Creation The Declarant, may cause to be incorporated under the laws of the State of Missouri a non-profit corporation as an owner association, and may at their discretion transfer their rights and duties as set out in section 7.3 herein. Alternatively, after 75% of the lots have been sold, the owners may create such owner's association as they deem appropriate. Upon the successful creation of such entity, the Declarant shall transfer all of their rights and obligations to the association, and shall bear no further obligation to the owners, except to the extent an obligation is owed as the owner of an individual lot or lots.
- 8.2 Primary Purpose of Association. The primary purpose of the association is to provide for the management, operation, care, maintenance, repair, restoration, and replacement, improvement, renovation, and upkeep of subdivision roads (including road shoulders, ditching, and drainage), common utilities, water system, including the right and authority to levy and collect assessment fees of One Hundred Dollars (\$100.00) per site per year. For the same and any other right related thereto as set out herein, and also to do and perform any other right, duty, obligation that may be given or reserved to the Declarant in this Declaration, in the event that the same, or parts of portions thereof, are sold, assigned and conveyed to the Association by the Declarant or the Declarant's third party successor or assign. Assessments apply to Declarant's leased sites.
- 8.3 Powers of the Association. In addition to those powers set out above, the Association shall have the power and authority, but specifically shall not be required to:
- 8.3.1 Provide security services for the property in addition to County police protection, as may be deemed reasonably necessary by the majority of the site owners for the protection of the property, and all improvements from theft, vandalism, fire, and other damages.
- 8.3.2 In regards to the water system, roads, and common utilities:
- (A) Provide for capital reserves and operating reserves to insure available working capital to meet expenses as they come due.
- (B) If consented to by a majority of Site owners, employ professional management, to assist in its operation.
- 8.3.3 Hold assessment fees in reserve for repairs and replacement of improvements that are the responsibility of the Association.
- 8.3.4 Any power or authority delegated to the Association by the Site owners as shall be defined in the by-laws of the same.
- 8.4 Open Records. The by-laws, books, records and financial statements of the Association shall be available for inspection by owners and their lenders at the office of the Association.
- 8.5 Members. Each Site owner agrees that he, his successor or assigns, shall be bound by the by-laws, rules, and regulations as duly adopted for and by said Association, and said by-laws, rules and

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regulations to not be contrary to any of the terms set out herein, or as amended. Each and every Site Owner shall automatically be a member of the Association by virtue of acceptance of a deed for a site within the property.

- 8.6 Voting. Each Site shall be allotted one (1) vote for a" purposes and matters in which a vote of Site Owners shall be taken, wether prior to or subsequent to the formation of the Association, unless otherwise modified by said Association.(Owners of multiple Sites receive only one vote)
- 8.7 Suspension of Voting Rights. During any period in which a member shall be in default in the payment of an annual assessment levied by the Association, shall suspend the voting rights of such member(s) until such assessment is paid.
- 8.8 Governance of Association. The association shall be governed by the rules and regulations as set out in the Association by-laws, or later resolutions of Association approved by a majority of the Association members, the same not to be inconsistent with this Declaration.

ARTICLE IX

MISCELLANEOUS PROVISIONS

- 9.1 Constructive Notice and Acceptance: Effect on Mortgages. Every person, corporation, partnership or organization who or which now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, wether or not any reference to this declaration is contained in the instrument by which such person, corporation, partnership or organization acquire such right, title or interest. The provisions of this Section shall not apply to any mortgagee of an Owner until such time as it becomes a mortgagee in possession of the Site or becomes the Owner by foreclosure or otherwise, in which case it and its successors and assigns (including, but not limited to, the successful bidder at a foreclosure sale of a Site) will be so bound only during periods of ownership. Were an owner obtains title to a Site as a result of foreclosure of the first mortgage, such purchaser, its successors and assigns, shall not be liable for the share of the assessments chargeable to such Site which became due prior to its acquisition of title, such unpaid assessments shall be an expense collectible from all Site Owners, including such purchaser, its successors and assigns.
- 9.2 Supervision of Minors. All children under the age of ten (10) on bicycles must be accompanied by an adult. Children over the age of (10), must operate bicycles in a safe manner. Parent or guardian will be responsible for supervision, and all damage caused by minor children.
- 9.3 Vehicles Allowed. No scooters, 4-wheelers, ATVs, dirt bikes and similar vehicles. Golf carts will be allowed, but require liability insurance, minimum age of sixteen (16) years, with a valid drivers license to operate.
- 9.4 Paragraph Headings. Paragraph headings used herein are for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.
- 9.5 Effect of Invalidation. If any provision of this declaration is held to be invalid by any court, the


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invalidity of such provisions shall not effect the validity of the remaining provisions hereof.

- 9.6 Written Notice. Whenever written notice is required or specified herein, such written notice shall be deemed made and given only when delivered in person or deposited in the United States mail, postage paid and sent to the address shown on this real estate tax records of the ad valorem taxing authorities for the address.
- 9.7 Exceptions and Waivers. Declarant reserves the right to grant exceptions to and waive any of the provisions contained in this Declaration. Such exceptions and waivers shall be granted by Declarant only when, in its sole and absolute opinion, the exception or waiver is harmonious with the general intent or purpose of this Declaration. Every exception and waiver shall be effective only when recorded in the Ralls County Registry of Deeds. The granting of any exception or waiver with respect to any site or part thereof shall not be deemed an amendment of this declaration, except to the extent specifically set forth in such exception or waiver, shall not entitle any Owner of another site to similar rights or privileges, and shall create no negative reciprocal easement in favor of any other party.
- 9.8 Other Property of Declarant. Declarant may become the owner of other real property in the vicinity of the Property, some of which may be contiguous thereto, which property is not now subject to this Declaration, may never become subject to this Declaration and may be developed by Declarant in a manner that does not conform to the requirements of this Declaration. All such property of Declarant not made specifically subject to this Declaration by written and appropriately recorded document executed by Declarant evidencing Declarant's intention to subject such property hereto will in no way be burdened by this Declaration or any restrictive covenants in equity, equitable easements, equitable servitudes, implied restrictive covenants in equity or implied reciprocal negative easements, covenants or servitudes or any other restriction, condition, covenant or servitude according to any doctrine or theory that could in any way be construed to impose the provisions of this declaration on any such property of Declarant not made subject specifically thereto in writing and recorded. Regardless of whether or not such additional property is made subject to this Declaration, the Declarant reserves for itself, its successors and assigns, including, but not limited to, the lot or site owners in the additional property, a road and utility easement over and across the subdivisions roads, in order to provide ingress and egress and supply utility service to the annexed property.
- 9.9 Other Covenants and Restrictions. Nothing contained in this Declaration is to be construed as preventing or inhibiting the Declarant and or Owner(s) from imposing further covenants or restrictions on its site (or sites), from providing for cross-easement agreements, or from establishing an owner's association. However, in the event of any conflict between the terms and conditions of any such covenants, restrictions, or provisions for or acts of any such owner's association and the terms and conditions of this Declaration, the terms and conditions of this Declaration shall in all events prevail.
- 9.10 Cumulative Remedies: The various rights, options, elections, powers and remedies contained in this Declaration shall be construed as cumulative, and no one of them shall be exclusive of any of the others or of any other legal or equitable remedy which any party might otherwise have in the event of breach or default in the terms hereof, the exercise of one right or remedy by any party shall not impair its right to any other right or remedy until all obligations imposed upon any party have been fully performed.


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9.13 MODIFICATIONS TO DECLARATION OF COVENANTS, RESTRICTIONS, RESERVATIONS, TERMS, AND CONDITIONS GOVERNING ADVENTURE OUT RV PARK

(Refer to Article II, Section 2.1)

This park is for seasonal inhabitation only. It is not designed for full time living and must not be used as such.

(Refer to Article II, Section 2.2)

I) No handguns are allowed in the park

J) Animal waste must be picked up and disposed of properly. Pet owners must keep their pet out of the neighboring sites.

K) Parking in the street is limited to 15 minutes for loading and unloading of vehicle.

L) It is prohibited, either bodily or by vehicle, to detain people from working at sites and/or interested people viewing the property.

M) Trespassing including parking and/or walking on neighboring lots will not be tolerated. You must have permission from land owner to be on said property.

N) Fines will be issued for rule breakers starting at \$50.00. The next infraction will result in a fine of \$100.00. Additional infraction fines will double with each occurrence. If fines are not paid by due date, the rule breaker's electric will be disconnected or a suit will be filed with the Ralls County Court (Refer to page 8 Article VI, Section 6.3).

(Refer to Article IV, Section 4.3)

There shall be due from the Owner(s) of each site an annual assessment of One Hundred Dollars (\$100.00) minimum per site...

(Refer to Article VI, Sections 6.2 and 6.4)

Where the covenant reads "by Declarant, any association of Site Owners, or any individual owner" that should read "by Declarant or any association of Site Owners."

(Refer to Article IX, Section 9.3)

Names of the children allowed to operate golf carts have to be on the Certificate of Insurance and a copy filed with Adventure Out RV Park.

(Refer to Article IX, Section 9.6)

Written notices may also be emailed.

(Refer to Article VIII, Section 8.2)

...including the right and authority to levy and collect assessment fees of One Hundred Dollars (\$100.00) minimum per site per year.

The modifications to the covenants as presented in this document supersede the original contents of the covenants.

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- 9.11 **Force Majeure:** Declarant or the Association, as the case may be, shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Declaration when prevented from so doing by cause or causes beyond its reasonable control, which shall include, without limitation, all labor strikes, riots, or war like operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, weather, acts of God, or any other cause, whether similar or dissimilar to the foregoing not within its or their reasonable control.
- 9.12 **Governing Law.** This agreement shall be governed by the laws of the State of Missouri, without regard to any principals of conflicts of law. Venue for any matter arising from these covenants and restrictions shall be in the Circuit or Associate Circuit Court of Ralls County, Missouri, unless alternate venue is consented to in writing by the parties. The parties specifically waive any right to trial by jury in regard to any dispute arising from these covenants and restrictions.

IN WITNESS THEREOF, declarant has caused its name to be signed hereto this 2nd day of December, 2013.

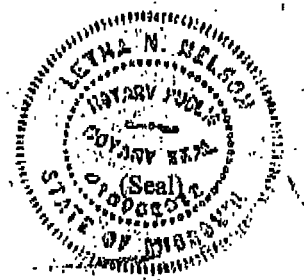
ADVENTURE OUT RV PARK

Thomas P. Meyer
Thomas P. Meyer

STATE OF Missouri
COUNTY OF Marion

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Thomas P. Meyer, DBA Adventure Out RV Center / Adventure Out RV Park

Date 12/2/13



[Signature]
Official Signature of Notary
(Notary's printed or typed name)

My Commission Expires LETHA N. NELSON
Commissioned in Marion County
My Commission Expires April 14, 2014



RECORDING COVER SHEET

Document Title: DECLARATION OF COVENANTS, RESTRICTIONS,
RESERVATIONS, TERMS AND CONDITIONS GOVERNING
ADVENTURE OUT RV PARK

Document Date 12/2/13

Grantor Name ADVENTURE OUT RV CENTS/ADVENTURE OUT RV
PARK

Grantee Name PUBLIC

Grantee Mailing Address: NONE

Related Document NONE

Legal Description(s) PAGE ONE

DECLARATION OF COVENANTS,
RESTRICTIONS, RESERVATIONS, TERMS, AND CONDITIONS GOVERNING
ADVENTURE OUT RV PARK

THIS DECLARATION is made as of the _____ day of, 20_____, by Thomas P. Meyer, DBA
Adventure Out RV Center / Adventure Out RV Park(the "Declarant")

RECITALS

- A. Declarant is the owner of certain real property located in Ralls County, Missouri, described as follows, to wit:

All of Lots One through One Hundred Seventy-One of the Adventure Out RV Park, a Subdivision lying in the West Half (W1/2) of the Northeast Quarter (NE1/4) of Section Fourteen (14), Township Fifty-Five (55) North, Range Seven (7) West, Ralls County Missouri.

(the "Property")

- B. Declarant has previously recorded a plat of such development, and desires to develop it as a Recreational Vehicle Park /subdivision to be known as ADVENTURE OUT RV PARK.
- C. Therefore and to that end, the Declarant hereby subjects the real property as described in section "A" herein, (the "Property") to this Declaration of Covenants, Restrictions, Reservations, Terms, and Conditions to promote the uniformity of design, the general welfare, and the harmony and cooperation of all current and future, owners and lessors of the land and improvement within the property.

ARTICLE I

- 1.1 Establishment of Covenants and Easements . The Property shall hereafter be held, leased, conveyed, mortgaged and occupied subject to this Declaration which shall inure to the benefit of, and pass with, and be appurtenant to each and every parcel of the Property and all ground leasehold estates therein and shall apply to and bind the heirs, legal and personal representative, assignees and successors in interest of any owner thereof; however, that any and all rights, powers, and reservations of Declarant including, but not limited to those relating to issuances of approvals, enforcement, curing of defaults and rights of regulation according to this Declaration, are personal to Declarant and may be transferred to its successors and assigns as contemplated in section 7.3 hereof, whether or not such assignee or transferee shall own any land within the Property.
- 1.2 Definitions Unless the context clearly requires a different meaning or interpretation, the following terms shall have the corresponding meanings: .
- 1.2.1 RESERVED
- 1.2.2 Eligible Recreational Vehicles - Motor Home or Motor Coach must be a Class "A", "B" or "C" with a minimum of twenty (20 feet in length; Fifth Wheel units with a minimum of twenty (20 feet in length; or a Travel Trailer with a minimum of twenty (20 in length. No pop-up campers,

pick-up campers, tents or manufactured (park models), or non-manufactured or professionally built (in the sole discretion of the Declarant) units shall be permitted. Units must display a Recreational Vehicle Industry Association Tag. All RVs are subject to a visual inspection.

- 1.2.3 Portable units – all residential units must have permanently attached axles and remain mobile at all times.
- 1.2.4 Common Utility Facilities – all storm drainage facilities, underground electrical power systems, cable television systems, telephone systems, subdivision entrance ways, which are situated on the property.
- 1.2.5 Declarations – this Declaration of Covenants, Restrictions, Reservations, Terms and Conditions, as may be amended from time to time.
- 1.2.6 Improvements – all structures or landscaping improvements of every type and kind initially or at any time thereafter placed or constructed on any site including, but not limited to, utility, buildings, underground installations, slope alterations, roads, berms, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, windbreaks, plantings, planted trees and shrubs poles, signs, utilities, water lines, sewer, electrical and gas distribution facilities and loading areas. All sites shall be limited to one (1) storage building per site, and no other buildings shall be allowed on any site. carports, enclosures of recreational vehicles, and other such structures are prohibited.
- 1.2.7 Owner – the record owner, whether one or more persons or entities, of fee simple title to any site or any portion thereof, excluding those holding such interest merely as security for the performance of an obligation and excluding the Association and its ownership of Common Areas.
- 1.2.8 Site – any contiguous parcel of land within the Property, including such land subject to common use or common ownership by more than one person or entity, as established by recorded plats or deeds of conveyance from time to time but including any street right-of-way, easement or other part of the Property at any time owned by Declarant or any governmental entity for roads, parks, greenways or other facilities related to development of the Property.
- 1.2.9 Declarant. Any reference to the Declarant in these covenants and restrictions shall mean Thomas P. Meyer, as well as his successors, heirs or assigns. In the event that Thomas P. Meyer, or his successors heirs or assigns should create a homeowner's association pursuant to the provisions of these covenants, then any reference to powers granted or reserved to Declarant shall refer to the homeowners association.
- 1.3 Dedications – Declarant reserves the right at any time to dedicate portions of the Property owned by Declarant as a greenway or as a public or private right-of-way. Upon any dedication and the acceptance of greenway or public right-of-way by the appropriate governmental entity, this Declarant will thereafter no longer affect or apply to the portions of the Property so dedicated and accepted.
- 1.4 Subdivision Prohibited – A site shall not be subdivided nor shall its boundary lines be changed, except by written consent of Declarant, which shall not be unreasonably withheld so long as the propose development is compatible with the surrounding area. Two or more lots may not be

combined into one site.

- 1.5 Additions to existing property – Any contiguous tract of substantially similar topography which shall be designated by Declarant or the Owner's Association to be a part of this development and subject to all of the covenants, restrictions and easements set out herein.

ARTICLE II

USES

- 2.1 Residential Only – No site shall be used for anything other than residential purposes and such residences shall consist only of one (1) Eligible Recreational Vehicle as defined herein.
- 2.2 Nuisances and Unlawful Uses - No use or operations shall be permitted or maintained within any portion of the property which are dangerous or unsafe or which cause or produce any of the following effects discernible outside of buildings or which affect any adjacent property:

A) Noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness.

B) Smoke or noxious gasses

C) Dust, dirt, or fly ash

D) Unusual fire, or explosive hazards

E) Vibrations

F) Violation of applicable laws, ordinances, and regulations

G) Discharge or storage of hazardous waste

H) Any other activity which creates a nuisance, is offensive or is not consistent with the intent of this declaration.

ARTICLE III

REGULATION OF IMPROVEMENTS

- 3.1 Standards. No Improvements shall be placed on any Site without the consent and approval of the Declarant and such consent and approval shall be based on the conformity of the proposed plans to the design criteria established by the Declarant. Said approval and consent, together with the compliance with applicable laws, ordinances, and regulations, must be obtained by each respective Owner prior to commencement of construction and development of any Improvements on any Site.
- 3.2 Completion of Construction. After commencement of construction of any Improvements in accordance herewith, the work thereon shall be diligently and continuously prosecuted so that

such Improvements shall not remain uncompleted for any substantial period of time. The Declarant may set the time period within which such Improvements are to be completed as part of its approval and consent. The owner of each Site shall at all times keep contiguous public and private streets and rights-of-way free from dirt, mud, garbage, and trash, or other debris resulting from construction of Improvements.

- 3.3 Excavation. No clearing or excavation shall be made except in connection with the construction, maintenance or repair of any Improvements (including landscaping): and upon completion thereof exposed openings shall be backfilled, and disturbed ground shall be leveled, graded, and seeded, as to provide on the plans for landscaping required by section 3.4 hereof.
- 3.4 Landscaping. Every Site shall be landscaped only according to the plans approved by the Declarant as based on the conformity of the proposed plans to the design criteria established by the Declarant.
- 3.5 Signs. Outdoor signs of any type, shall be constructed, installed, or altered only upon the prior written approval of the Declarant, which shall not be unreasonably withheld. Declarant reserves the right to restrict size, color, and content of such signs. Any signage erected or not maintained in accordance with the foregoing requirements maybe removed by the Declarant at the cost of the Owner or lessor which has violated such requirements.
- 3.6 Maintenance Responsibilities. The Declarant may, but shall not be responsible for the maintenance of any common areas. The Owners shall each be responsible for maintenance of their own site.
- 3.6.1 Vacant Site. After acquisition, the Owner of each Site shall have the responsibility to maintain such Site in a non-hazardous condition so that it will at all times present a neat attractive appearance, including at such times as the site is not occupied by an eligible recreational vehicle.
- 3.6.2 Improved Sites. The owner of each Site shall at its expense, at all times maintain the Site, and storage building improvements and appurtenances, in a safe, clean condition and shall comply with all governmental, health, fire, and police requirements.
- 3.6.3 Minimum Standards. The required maintenance by Owners includes, but is not limited to:
- (A) Removing not less frequently than weekly all liter, trash, refuse and waste. All trash shall be placed in an approved trash container
- (B) Keeping lawns and landscaping, reasonably free of weeds and attractive. Grass must be kept at a maximum height of 5".
- 3.7 Storage Buildings. Only (1) one Building per Site is allowed with a combined square footage of 180 feet. Building must have an exterior of vinyl siding or plastic. No metal allowed. Storage building shall be placed within the designated area on a lot. Such storage building must be approved by Declarant.
- 3.8 Specific Prohibitions. RESERVED

- 3.8.1 Protection of Wildlife. No hunting shall be allowed on the Property.
- 3.8.2 Animals. No animals, livestock or poultry of any kind shall be raised, bred, kept or pastured on the Property other than domesticated animals kept as house pets. All pets must be maintained on a leash. All animal waste must be properly disposed of by the pet owner. Dogs that bark excessively, and dogs, cats or other domestic pets that roam onto neighboring sites, so as to disturb other site owners, are specifically declared to be nuisances. Only two (2) domestic animals allowed per site.
- 3.8.3 Antennas. Radio and or television towers, dishes or antennas may be erected or placed on any site, provided the same do not exceed twenty-five (25) inches in diameter and do not exceed height of Recreational Vehicle by more than five (5) feet.
- 3.8.4 Clothes Lines. Only portable, non permanent clotheslines may be installed. Lines must be removed when owner is not residing at the site.
- 3.8.5 Campfires. Campfires are permitted in approved fire rings only. The burning of any trash is prohibited.
- 3.8.6 Quiet time. Quiet time will be observed between 11:00 p.m and 7:00 a.m.
- 3.8.7 Parking. No parking will be allowed on grass areas.
- 3.8.8 On-site Repairs. No major repairs to Recreational or any other Vehicle shall be allowed on a site. Major repairs shall include but not be limited to any rebuilding of the exterior structure, any repairs that require more than 48 hours, and any repairs which disturb the comfort quiet and repose of any other Lot owners.
- 3.8.9 Service Lines. No service lines shall be constructed, placed or maintained anywhere in or upon the Property unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in , under or on buildings or other approved Improvements, except that electrical transformers and telephone switching equipment may be permitted if approved by Declarant. as used herein, the term "service line" shall include electric, cable television and telephone, wires cables, conduits for the conveyance and use of electricity, telephone, radio, and television signals on Site.
- 3.8.10 Streets, Drives, Curbs, Walks Streets, drives, curbs, walks, boardwalks, and similar facilities shall not be constructed, or altered by any Owner (except Declarant) except with approval and consent of the Declarant as based on the conformity of the proposed construction/alteration to the design criteria established by the Declarant.
- 3.8.11 Walls and Fences. No fences, copings or exterior, non-load bearing wall shall be erected or maintained on any Site except as approved in writing by the Declarant as based on the conformity of the proposed wall or fence to the design criteria established by the Declarant. Stockade, Poly-vinyl chloride or chain link styles may be permitted. The Declarant may require any permitted fence to include minimum number of entrance gates. No Barbed wire fencing is permitted.

- 3.8.12 Safety and Enforcement. All county, state, and federal laws will be enforced at all times. Violation shall be considered a breach of these covenants, and may constitute a basis for forfeiture of all rights in this development. The health and safety of all residents shall be maintained at all times.
- 3.8.13 Buildings and Structures. The only buildings or structures allowed on any site are one (1) storage building as referenced in Section 3.7 above. Carports, enclosures of recreational vehicles, and other structures are expressly prohibited.

ARTICLE IV

WATER, ROADS, COMMON UTILITIES AND COMMON AREAS ASSESSMENTS AND FEES

- 4.1 Water and Electric Service. The Declarant shall provide water, sewer, trash, and electrical service for each site. The Declarant reserves the right to assign, sell, and convey said water, sewer, trash and electrical service, or part thereof, including the right and authority to collect fees for the same as well as other rights set out herein, to a third party. A deposit of Three Hundred Dollars (\$300.00) shall be due and payable on or before March of each year. Utilities will be billed by the Declarant with the exception of the water service to each site. Owner will be billed on a monthly, quarterly or yearly basis. However the Declarant shall be under no obligation to do so. Minimum monthly electric - \$10.00, sewer - \$8.00, trash - \$5.00.
- 4.2 Easement Reserved. The Declarant reserves a perpetual, assignable, and non-exclusive easement for all waterlines, pipes, taps and connections located on any site, including the right to enter said site for repairs, operations, maintenance, and improvement of the same.
- 4.3 Assessment for Roads, Common Utilities and Common Areas. There shall be due from the Owner(s) of each site an annual assessment of One Hundred Dollars (\$100.00) per site, for management, operation, maintenance, and improvements, upkeep and repair of park roads, common utilities and common areas. Said assessment shall be paid in advance to the Declarant and shall be due and payable January 1st each year, beginning January 1, 2014.
- 4.4 Non-Payment of Assessments. If said assessments are not paid by the Site Owner when due, the Declarant, shall have a lien in the amount of such past due assessment, including interest at the rate, upon the site of such delinquent site owner. The Declarant shall have the right to place such lien of record on the Land Records of Ralls County, without the requirement of court or any other further action, and shall have the right to enforce said lien in the manner provided for the enforcement of such liens or in any manner provided by law for the collection of debts of any kind whatsoever or utilities will be turned off.
- 4.5 Assessment for Sites Owned by Declarant. Only Leased sites owned by the Declarant shall be subject to assessment as set forth in section 4.3.

ARTICLE V

EASEMENTS

- 5.1 Definitions and Documentation. For the purpose of this Article, the following will apply:
- 5.1.1 The word "in" with respect to an easement granted "in" a particular Site means, as the context may require "in", "to", "on", "over", "through", "upon", "across", and "under", or any one or more of the foregoing.
- 5.1.2 The grant of an easement shall bind and burden the Site owner by such party(the "Servient Tenement", but where only a portion of the Site is bound and burdened by the easement, just that portion shall be deemed to be the Servient Tenement), and shall survive the total or partial destruction of the subject matter of the easement.
- 5.1.3 All easements granted hereby shall be deemed to be interests in real property, appurtenant thereto and binding upon the grantor thereof and its successors and assigns and shall run with the Servient Tenement.
- 5.1.4 The grant of an easement to any Owner or group of Owners shall benefit such Owner's Site(the "Dominant Estate," but where only a portion of the Site is so defined, just that portion shall be deemed to be the Dominant state,)
- 5.1.5 Unless otherwise provided, all easements granted herein are non-exclusive, perpetual, appurtenant, irrevocable and for the benefit of each owner.
- 5.1.6 All easements granted hereunder shall exist by virtue of this Declaration without the necessity of conformation by any other document. Likewise, upon the termination of any easement (in whole or in part) or its release (in whole or in part) in respect to all or any part of any Site, the same shall be deemed to have been terminated or release without the necessity of conformation by any document. However, upon the request of any other owner, each Owner will sign and acknowledge a document memorializing the existence (including the location and any conditions), or the release (in whole or in part) as the case maybe, of any easement, if the form and substance of the document is reasonably acceptable to each Owner.
- 5.2 Easements for Common Utilities Facilities. Declarant hereby establishes easements in each Site for the benefit of each other Site for the installation, use, operation, maintenance, repair, replacement, relocation, and removal of Common Utility Facilities serving other Sites. Any Owner whose Site serves as a Servant Tenement for any such Common Utility Facilities shall have the right, upon not less than sixty (60) days notice to any Owner(s) whose Site is the Dominant Estate at any time and from time to time, to move and relocate such Common Utility Facilities: provided, however, (i) such relocation shall be made at the sole cost and expense of the Owner of the Servient Tenement (ii) such relocation shall not interfere with or diminish the utility services to the owner of the Dominant Estate (however, temporary interferences with and diminutions in utility services shall be permitted following prior notice): (iii) such relocation shall not reduce or unreasonably impair the usefulness or function of the facilities in question and be underground:(iv) the Owner of the Servient Tenement shall have delivered to the Declarant a plat showing the relocation portn of the Common Utility Facilities and said plat, plan and

relocation is approved by the Declarant and (v) the portion of the Common Utility facilities relocated in compliance with this Section 5.2 shall be bound by the subject to the easement granted in section 5.2 and such easements shall have the same title priority as existed on the date of recording this Declaration, and the easements herein conferred as to the old portion replaced by the relocation shall be deemed released.

5.3 Roadways. Each and every site shall have a road right of way easement over and across the park access roads and park roads for ingress and egress to the site from the public road, subject, however to the traffic rules and regulations as may be established by the Declarant.

5.4 Duration. The provisions of Section 5.2 shall be perpetual and shall survive the expiration of or termination of this Declaration, subject to the right reserved by the Declarant to dedicate reserved right-of-ways.

ARTICLE VI

ENFORCEMENT

- 6.1 Reciprocal Rights: Covenants Run With Land. Except as otherwise specifically provided for herein, all restrictions, conditions, covenants, and agreements contained herein are made for the direct, mutual, and reciprocal benefit of each and every Site or part thereof in favor of every other Site or part thereof: shall create reciprocal right and obligations between the respective Owners of all Sites and privity of contract and estate between all grantees and lessees of said Site or parts thereof, their heirs, successors, and assigns: and shall as to the owners of each Site, its heirs, successors, and assigns, operate as covenants running with the land, for the benefit of all other Sites or part thereof. The provisions of this Section 6.1 are hereby made specifically subject to the provisions of Section 9.5 hereof.
- 6.2 By Whom Enforceable. These covenants may be enforced by Declarant, any association of Site Owners, or any individual Owner, however none of them shall have any obligation to do so nor be liable to anyone in the event of its failure to do so.
- 6.3 Specific Enforcement. All provision of this Declaration may be specifically enforced by any court of competent jurisdiction upon petition by any party entitled to enforce them herein provided. In the event that Declarant is required to enforce any provision of these covenants and restrictions, the Lot Owner violating the terms of the agreement shall bear the costs of such enforcement, including a reasonable attorneys fee.
- 6.4 Failure to Enforce Not a Waiver of Rights. The failure of Declarant, any association of Owners, or individual Owner to enforce any covenants or easements herein contained shall in no event be deemed to be a waiver of the right to do so thereafter or of the right to enforce any other provision of this Declaration.

ARTICLE VI

TERMS, MODIFICATIONS AND ASSIGNMENTS OF DECLARANT RIGHTS AND DUTIES

- 7.1 Term This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) years period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed upon the expiration of each ten (10) year renewal period for an additional ten (10) year period: provided, however, that there be no renewal or extension of the Declaration if, during the year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, this declaration is terminated as provided in Section 7.2 below. The term of this agreement is specifically contingent upon the rights of modification or termination set out in Section 7.2 herein.
- 7.2 Modification/Termination. This Declaration, or any provision hereof, maybe modified, amended or terminated completely and replaced by the original declarant, his successors, heirs or assigns, so long as they have not conveyed more than 75% of all of the lots, or at such time as they have assigned their rights and duties to a homeowner's association, which ever date shall be earlier. After this period, this Declaration or any provision hereof may be modified or amended, (but not terminated completely, except as provided below) as to the whole of the property or any portion thereof with the written consent of sixty percent (60%) of the total votes of all members of the association of Owners as set forth in Article VIII. Termination of the Declaration in its entirety shall only be possible with eighty percent (80%) vote. Notwithstanding the forgoing, (i) so long as Declarant or its assignee under Section 7.3 owns roads, utilities, water system, sewer system, no modification, amendment, or termination shall be effective without the written approval of the then owner thereof (II) no modification, amendment or termination of this Declaration shall affect adversely the access to ingress to or egress from any site, nor the supply of utilities to any site; and (iii) no modification, amendment, or termination shall be effective until proper instrument in writing has been executed, acknowledged and recorded on the Office of the Recorder of Deeds of Ralls County, Missouri.
- 7.3 Assignment of Declarants, Rights and Duties. Any and all rights, powers, easements and reservations of Declarant herein contained or hereafter granted to Declarant may be assigned to any person, corporation, partnership, or organization (including, but limited to, the Association of Owners) which agrees to assume the position of Declarant with respect to the particular rights powers, easements and reservations assigned. Upon any such entity's written assumption of easements and reservations as Declarant and shall be subject to the same obligations. If any which then exist by reason of this Declaration. Upon the occurrence of such assignment Declarant will serve written notice thereof on all owners in accordance with Section 9.4 thereof. If such assignment occurs prior to the conveyance of any site from Declarant to another other, notice will be given to such owner by Declarant contemporaneously with the delivery of the deed.

ARTICLE VIII

OWNERS ASSOCIATION

- 8.1 Creation The Declarant, may cause to be incorporated under the laws of the State of Missouri a non-profit corporation as an owner association, and may at their discretion transfer their rights and duties as set out in section 7.3 herein. Alternatively, after 75% of the lots have been sold, the owners may create such owner's association as they deem appropriate. Upon the successful creation of such entity, the Declarant shall transfer all of their rights and obligations to the association, and shall bear no further obligation to the owners, except to the extent an obligation is owed as the owner of an individual lot or lots.
- 8.2 Primary Purpose of Association. The primary purpose of the association is to provide for the management, operation, care, maintenance, repair, restoration, and replacement, improvement, renovation, and upkeep of subdivision roads (including road shoulders, ditching, and drainage), common utilities, water system, including the right and authority to levy and collect assessment fees of One Hundred Dollars (\$100.00) per site per year. For the same and any other right related thereto as set out herein, and also to do and perform any other right, duty, obligation that may be given or reserved to the Declarant in this Declaration, in the event that the same, or parts of portions thereof, are sold, assigned and conveyed to the Association by the Declarant or the Declarant's third party successor or assign. Assessments apply to Declarant's leased sites.
- 8.3 Powers of the Association. In addition to those powers set out above, the Association shall have the power and authority, but specifically shall not be required to:
- 8.3.1 Provide security services for the property in addition to County police protection, as may be deemed reasonably necessary by the majority of the site owners for the protection of the property, and all improvements from theft, vandalism, fire, and other damages.
- 8.3.2 In regards to the water system, roads, and common utilities:
- (A) Provide for capital reserves and operating reserves to insure available working capital to meet expenses as they come due.
- (B) If consented to by a majority of Site owners, employ professional management, to assist in its operation.
- 8.3.3 Hold assessment fees in reserve for repairs and replacement of improvements that are the responsibility of the Association.
- 8.3.4 Any power or authority delegated to the Association by the Site owners as shall be defined in the by-laws of the same.
- 8.4 Open Records. The by-laws, books, records and financial statements of the Association shall be available for inspection by owners and their lenders at the office of the Association.
- 8.5 Members. Each Site owner agrees that he, his successor or assigns, shall be bound by the by-laws, rules, and regulations as duly adopted for and by said Association, and said by-laws, rules and

regulations to not be contrary to any of the terms set out herein, or as amended. Each and every Site Owner shall automatically be a member of the Association by virtue of acceptance of a deed for a site within the property.

- 8.6 Voting. Each Site shall be allotted one (1) vote for a" purposes and matters in which a vote of Site Owners shall be taken, wether prior to or subsequent to the formation of the Association, unless otherwise modified by said Association.(Owners of multiple Sites receive only one vote)
- 8.7 Suspension of Voting Rights. During any period in which a member shall be in default in the payment of an annual assessment levied by the Association, shall suspend the voting rights of such member(s) until such assessment is paid.
- 8.8 Governance of Association. The association shall be governed by the rules and regulations as set out in the Association by-laws, or later resolutions of Association approved by a majority of the Association members, the same not to be inconsistent with this Declaration.

ARTICLE IX

MISCELLANEOUS PROVISIONS

- 9.1 Constructive Notice and Acceptance: Effect on Mortgages. Every person, corporation, partnership or organization who or which now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, wether or not any reference to this declaration is contained in the instrument by which such person, corporation, partnership or organization acquire such right, title or interest. The provisions of this Section shall not apply to any mortgagee of an Owner until such time as it becomes a mortgagee in possession of the Site or becomes the Owner by foreclosure or otherwise, in which case it and its successors and assigns (including, but not limited to, the successful bidder at a foreclosure sale of a Site) will be so bound only during periods of ownership. Were an owner obtains title to a Site as a result of foreclosure of the first mortgage, such purchaser, its successors and assigns, shall not be liable for the share of the assessments chargeable to such Site which became due prior to its acquisition of title. such unpaid assessments shall be an expense collectible from all Site Owners, including such purchaser, its successors and assigns.
- 9.2 Supervision of Minors. All children under the age of ten (10) on bicycles must be accompanied by an adult. Children over the age of (10), must operate bicycles in a safe manner. Parent or guardian will be responsible for supervision, and all damage caused by minor children.
- 9.3 Vehicles Allowed. No scooters, 4-wheelers, ATVs, dirt bikes and similar vehicles. Golf carts will be allowed, but require liability insurance, minimum age of sixteen (16) years, with a valid drivers license to operate.
- 9.4 Paragraph Headings. Paragraph headings used herein are for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.
- 9.5 Effect of Invalidation. If any provision of this declaration is held to be invalid by any court, the

invalidity of such provisions shall not effect the validity of the remaining provisions hereof.

- 9.6 Written Notice. Whenever written notice is required or specified herein, such written notice shall be deemed made and given only when delivered in person or deposited in the United States mail, postage paid and sent to the address shown on this real estate tax records of the ad valorem taxing authorities for the address.
- 9.7 Exceptions and Waivers. Declarant reserves the right to grant exceptions to and waive any of the provisions contained in this Declaration. Such exceptions and waivers shall be granted by Declarant only when, in its sole and absolute opinion, the exception or waiver is harmonious with the general intent or purpose of this Declaration. Every exception and waiver shall be effective only when recorded in the Ralls County Registry of Deeds. The granting of any exception or waiver with respect to any site or part thereof shall not be deemed an amendment of this declaration, except to the extent specifically set forth in such exception or waiver, shall not entitle any Owner of another site to similar rights or privileges, and shall create no negative reciprocal easement in favor of any other party.
- 9.8 Other Property of Declarant. Declarant may become the owner of other real property in the vicinity of the Property, some of which may be contiguous thereto, which property is not now subject to this Declaration, may never become subject to this Declaration and may be developed by Declarant in a manner that does not conform to the requirements of this Declaration. All such property of Declarant not made specifically subject to this Declaration by written and appropriately recorded document executed by Declarant evidencing Declarant's intention to subject such property hereto will in no way be burdened by this Declaration or any restrictive covenants in equity, equitable easements, equitable servitudes, implied restrictive covenants in equity or implied reciprocal negative easements, covenants or servitudes or any other restriction, condition, covenant or servitude according to any doctrine or theory that could in any way be construed to impose the provisions of this declaration on any such property of Declarant not made subject specifically thereto in writing and recorded. Regardless of whether or not such additional property is made subject to this Declaration, the Declarant reserves for itself, its successors and assigns, including, but not limited to, the lot or site owners in the additional property, a road and utility easement over and across the subdivisions roads, in order to provide ingress and egress and supply utility service to the annexed property.
- 9.9 Other Covenants and Restrictions. Nothing contained in this Declaration is to be construed as preventing or inhibiting the Declarant and or Owner(s) from imposing further covenants or restrictions on its site (or sites), from providing for cross-easement agreements, or from establishing an owner's association. However, in the event of any conflict between the terms and conditions of any such covenants, restrictions, or provisions for or acts of any such owner's association and the terms and conditions of this Declaration, the terms and conditions of this Declaration shall in all events prevail.
- 9.10 Cumulative Remedies: The various rights, options, elections, powers and remedies contained in this Declaration shall be construed as cumulative, and no one of them shall be exclusive of any of the others or of any other legal or equitable remedy which any party might otherwise have in the event of breach or default in the terms hereof, the exercise of one right or remedy by any party shall not impair its right to any other right or remedy until all obligations imposed upon any party have been fully performed.

- 9.11 Force Majeure: Declarant or the Association, as the case may be, shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Declaration when prevented from so doing by cause or causes beyond its reasonable control, which shall include, without limitation, all labor strikes, riots, or war like operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, weather, acts of God, or any other cause, whether similar or dissimilar to the foregoing not within its or their reasonable control.
- 9.12 Governing Law. This agreement shall be governed by the laws of the State of Missouri, without regard to any principals of conflicts of law. Venue for any matter arising from these covenants and restrictions shall be in the Circuit or Associate Circuit Court of Ralls County, Missouri, unless alternate venue is consented to in writing by the parties. The parties specifically waive any right to trial by jury in regard to any dispute arising from these covenants and restrictions.

IN WITNESS THEREOF, declarant has caused its name to be signed hereto this 2nd day of December, 2013.

ADVENTURE OUT RV PARK

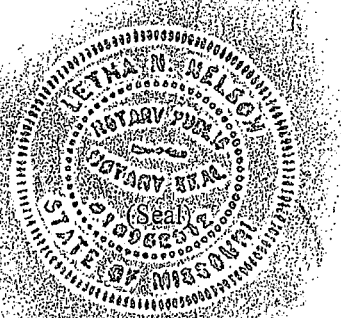
Thomas P. Meyer
Thomas P. Meyer

STATE OF Missouri
COUNTY OF Marion

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Thomas P. Meyer, DBA Adventure Out RV Center / Adventure Out RV Park

Date 12/2/13

[Signature]
Official Signature of Notary
(Notary's printed or typed name)



My Commission Expires LETHA N. NELSON
Commissioned in Marion County
My Commission Expires April 14, 2014