

FIRST RESTATEMENT AND AMENDMENT OF THE DECLARATION OF RESTRICTIONS
AND
COVENANTS OF RAINBOW LAKE ESTATES PLATS 1, 2 & 3

Date: 02-13-2025

WHEREAS, the undersigned, Rainbow Lake Estates, Inc., a Missouri Corporation (hereinafter known as Homeowners Assn.), is the owner of certain parcels of land located in Franklin County, State of Missouri, to-wit:

Parts of Sections 16 & 21, Township 43North Range 1East of the 5th PM containing real property described in a subdivision of record under Rainbow Lakes Estates Plat 1, recorded at Document # 0704215 and Rainbow Lakes Estates Plat 2, recorded at Document # 1310653, and Rainbow Lakes Estates Plat 3, recorded at Document #1705621, and all of its subdivisions and re-subdivisions as recorded in the Office of the Recorder of Deeds of Franklin County, Missouri.

WHEREAS Rainbow Lake Estates Homeowners Association ,Inc. (hereinafter “Homeowners Assn.”) is a Nonprofit Corporation registered in the State of Missouri created by the original Homeowners Assn., Hagedorn Homes, Inc.

WHEREAS Hagedorn Homes, Inc. has developed all of the lots it desires to develop and desires to turn the subdivision over to the current owners of all of the lots referenced above; and,

WHEREAS the current lot owners of the subdivision have agreed to accept the Homeowners Assn. and does now desire to amend the subdivision restrictions as contained herein; and ,

WHEREAS the current Homeowners Assn. and the lot owners of the subdivision desire to provide for a single Architectural Control Committee (hereinafter known as the “Committee”) and a uniform method for subdivision management and the imposition of assessment for all the of the property developed as “Rainbow Lake Estates;” and

WHEREAS the Homeowners Assn and lot owners desire to maintain the subdivision as an outstanding residential subdivision and it is their desire. to provide for the creation and maintenance of the first-class residential district and to provide for the necessary means to accomplish said purpose.

NOW, THEREFORE, in consideration of these premises, the Homeowners Assn. and its lot owners hereby convents and agrees to the following and does hereby establish the following terms, conditions, provisions, and restrictions which shall be binding upon the aforesaid real estate of the term set forth herein, and to which all lot owners signify by their signing these acceptance of their deeds, herby accept and agree to the bound:

SCOPE OF RESTRICTIONS: These restrictions and covenants shall apply to the Subdivision described in and divided by the recorded plats referred to above and not to any additional adjacent land owned by the Original Developer. The covenants and restrictions shall run with the land and bind all successors in interest to the land to the terms, or terms, of this document. No further subdivision of adjacent land now owned or later owned , by any lot owner shall be made.

- **RESUBDIVISION:** No lot shall at any time be further subdivided.

- **LAND USE AND BUILDING TYPES:**

- No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and one compatible appurtenant structure which appurtenant structure must not have a footprint that exceeds 75% of the total above ground square footage of the residence, except that no second structure may be built on any lake lot.
- No business or commercial activity of any type which requires access by the public shall be permitted. Home day care facilities, regardless of the number of persons cared for shall be deemed to be commercial activities and are prohibited. Home offices used only by the home owner shall be permitted if allowed by applicable ordinances.
- No fence or wall shall be erected, placed, or altered on any lot nearer to the street than the rear exterior wall of the residence and must be approved by the Committee. PVC, wrought iron, or applicable equal fencing will be accepted. No fencing shall be allowed on a lake lot; a short decorative fence placed in the immediate back of the house for landscape purposes, small dogs, or toddlers will be accepted, but must be approved by the Committee.
- No building, fence, wall or other structure shall be commenced, erected, or maintained, nor shall any addition to or change or alteration herein be made until construction plans and specification in such detail as requested, shall have been submitted and approved in writing by the Committee, herein provided for, and a copy of such plans and specifications as finally approved are lodged permanently with the Architectural Control Committee (Committee).
- Each residence shall have the following minimum square foot of finished living area (exclusive of basement, garage, attic space and porches) as follows:

<u>Single Story</u>	<u>1 ½ Story</u>	<u>2 Story</u>
1,800	2,200	2,500

- All residences shall have at least a two car garage and the garage may be attached to the residence or detached as an appurtenance to the residence. Notwithstanding any other provision of this document, no outbuildings shall be erected without the express approval of the Committee, as herein established. Any detached garage shall be considered a single outbuilding. No outbuilding shall be used for any purpose other than those associated with a single family residence, and such outbuilding shall be located behind the residence. Outbuildings shall be approved by Architectural Control Committee with the exterior or said outbuildings to be constructed of the same material as the home. Notwithstanding the foregoing, the construction of any home or building in Rainbow Lake Estates shall not commence until an agreement be executed between the Committee and the landowner. No outbuildings shall be allowed on lake lots.
- No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels for

mineral excavation or shafts be permitted upon or on any lot.

- No firearms, pistols, rifles, shotguns, or other similar devices may be discharged upon any premises or upon the common area of the subdivision.
- No residence shall be built on a slab, and each residence shall have a solid continuous foundation of masonry construction, with a minimum roof pitch of 8/12.
- Each residence shall face a street and the front face of the residence shall include twenty (20%) brick masonry or stone accents.
- Driveways shall be of concrete material and finished within twelve (12) months from the date of the start of the house.
- Grass, weeds, and brush shall not be allowed to grow to a height of greater than eight (8) inches on an undeveloped lot. Yards and landscaping shall be installed within six (6) months of completion of the residence.
- All Construction refuse must be removed from the construction sites during construction of any project. All construction projects must be completed within Twelve (12) months of breaking ground.
- No clotheslines shall be allowed on lake lots.
- Any solar panels erected on the premises shall be first approved by the Committee and shall not be visible from the street fronting the residence.
- EASEMENT: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown and/or as referenced on the recorded plat of said subdivision. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change direction of the flow of water through drainage channels in the easement. The easement area of the lot, except for those improvements for which a public authority or utility company is responsible.
- SET BACK LINES: Buildings set back lines shall be shown on the plat, provided, however, that the Committee may, in its discretion, alter or vary set back lines.
- VEHICLE PARKING: Under no circumstances shall trucks within the classification of tractors, trailers, or trucks larger than three-quarter ton pick-ups be parked on any street or lot in the subdivision except for the purpose of delivery, construction and/or repair work to buildings and grounds within the subdivision. No automobile overhauling shall be permitted within the subdivision. No unlicensed or inoperative motor vehicle shall be kept on any lot or parked on the street. No disabled or abandoned trucks, automobile or conveyance shall be permitted to stand outside the building beyond a reasonable length of

time, not to exceed forty-eight (48) hours, without special permission of the Committee. All vehicles must be parked on paved surfaces and not on dirt or yards.

Boats, campers, motor homes and other mobile equipment shall be screened from view of adjoining properties or stored inside a garage of the residence or inside an approved outbuilding.

- SWIMMING POOLS AND HOT TUBS: No above ground swimming pools shall be allowed. No in-ground swimming pools or hot tubs shall be allowed unless and until all plans and specifications for such swimming pools, hot tubs, decks, and appurtenant enclosures shall be approved by the Committee.
- NUISANCES: No noxious or offensive activity shall be carried on upon any lot in the subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No vehicles which are not licensed for operation on the highways of the States shall be permitted to use the streets in said subdivision. For example, no “dirt bikes,” “all-terrain vehicles” or “dune buggies” shall be permitted. Tractors, mowers, and construction equipment shall be allowed. Up to two (2) Golf carts and utility task vehicle (“UTV”) for lot owners only will be permitted.
- TEMPORARY STRUCTURES: No structure of temporary character, trailer, mobile home, basement, tent, shack, garage, barn, or other outbuildings shall be permitted or used, either temporarily or permanently, for residential purposes. Construction of all residences and appurtenant outbuildings shall be completed promptly upon commencement and shall have all exterior work completed within six months of commencement of construction. No metal sheds shall be permitted under any circumstances. Construction trailers for contractors shall be permitted.
- ANIMALS AND PETS: No animals, livestock, or poultry, of any kind, shall be raised, bred, or kept on any lot, except that dogs, cats and household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.
- WEEDS AND GRASS: All weeds, shrubs, plantings, trees, and grass on the lots shall be cut and mowed and maintained at frequent intervals and the same shall be kept in a clean and sanitary condition at all times. The Committee shall have the right to enter upon and mow any lot which, in its sole judgement, is not being kept in accordance with this restriction and to charge the individual lot owner with the cost thereof; any charges which remain unpaid for thirty (30) days after a statement showing the charges has been sent will become a lien against the lot and shall be collectible and recordable in the same manner as any delinquent maintenance assessments provided for in paragraph 15 hereof.
- GARBAGE AND REFUSE DISPOSAL: No lot shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on the lot except in sanitation containers. Equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

- MAINTENANCE OR ROADWAYS, ENTRANCE SIGNS AND PLANTINGS: As part of the consideration for the purchase of each lot, the purchasers thereof, their successors and assigns consent that the Committee defined therein shall have the right to make uniform assessments against each lot for its necessary expenses and for necessary maintenance of roadways, entrance signs and plantings (if any) and beautification of entrance ways. The lot owners agree to pay each assessment to the Committee as established in paragraph 15 of this document.
- LAKE ACCESS, RIGHTS AND RESPONSIBILITIES: All lot owners shall have the right to use the lake and dams accessible by Common Area for recreational purposes only. All lake lot owners shall have access to the lakes from their lot and from those areas designated as common ground. All other lot owners shall access the lakes from those areas designated as common ground. The right to use the lakes and dams for recreational purposes by other lot owners and their guests, should not include the right to use the shoreline of the lake except the shoreline of the lake which is defined on the plat of Common Area. Lake lot owners are defined as those lot owners owning Lots 10, 11, 12, 13, 16, 17, 18, 19, 20, 21, 87, and 88. Notwithstanding the foregoing the lake located on Lots 10, 11, 12, 13, 73, 74, 87, 88 shall be reserved solely for the use of those lot owners.

All lake lot owners shall have the right to construct docks extended from their property into the lake. No dock shall be commenced, erected, or maintained, nor shall any addition to or change or alteration thereto be made, until the construction plans in such detail as requested, shall have been submitted and approved in writing by the Committee hereinafter provided for, and a copy of such plans and specifications, as finally approved, are lodged permanently with said Committee. Boats with electric trolling motors or boats powered by human means, shall be the only boats allowed to operate on the lake.

- CREATION OF TRUST: Through this Declaration of Restrictions and Covenants, there is hereby created a trust to be known as the Rainbow Lake Homeowners Association, hereinafter the "Association."
- Purpose of the Association: The primary purpose of the Association shall be to take title of the roadways, lake and dam and other common areas located at Rainbow Lake Estates Subdivision and to provide for the proper maintenance thereof.
- Architectural Control Committee: There is hereby established an Architectural Control Committee, hereinafter the "Committee," to administer said Association and to perform other duties defined herein, said Committee organized upon the following terms and conditions:
 - Composition and Procedures: The Committee shall consist of three (3) persons. The first Committee shall be composed of the following persons: Don Hagedorn,

Mary Hagedorn, and David Hagedorn, or such other person or persons as shall be named to the Committee by the Homeowners Assn., to serve until such time as the Homeowners Assn. shall designate, as its sole discretion, a date for an election to be held for new members of Architectural Control Committee as hereinafter provided.

- Elections: On the anniversary date of each succeeding year thereafter, a like election shall be similarly called by the Committee and held to select a successor member of said Committee to the member whose term expires on the date of said election, and said newly elected member shall serve a term of three (3) years. At all such elections, each lot owner (including the Homeowners Assn.) shall be entitled to as many votes as number of lots owned, and for each lot owned, shall be entitled to vote for three (3) Committee members at the first election, and to vote for one (1) to replace the retiring member at elections held thereafter. In the event of death or resignation of any member of the Committee (following the election provided above), the remaining members shall designate and name a successor. No member shall be entitled to any compensation for the services performed pursuant to this covenant.
- Authority: The Committee herein is authorized to enforce these restrictions either at law or in equity, but upon the failure or neglect of the Committee after reasonable time to take appropriate action, any lot owner may institute appropriate proceedings for that purpose.
- Employment of Attorneys: The Committee shall have the right to employ and compensate counsel to enforce the covenants and restrictions contained herein and to defend themselves as member under terms thereof. Nothing contained herein shall prohibit any member of the Committee who is an attorney from acting as the attorney for purposes of enforcing these restrictions.
- Employment of Agents: The Committee shall have the right to employ such persons and make expenditures as are necessary to maintain the subdivision in a first-class condition.
- Other Acts: The Committee shall have the right to perform such other acts as it is the option on of the Committee to the above.
- Maintenance of Subdivision and Assessments Therefore: As part of the consideration for the purchase of such lots the purchasers thereof, their successors and assigns consent that the Committee defined herein shall have the right to make equal assessments against said lots for maintenance of lake, dam, entrance ways, roadways, median and plants easements, and in the event additional residential lots for necessary maintenance, repair and lighting of entrance signs and beautification of entrance ways and common areas (regardless of whether such signs, ways, or other common areas or easements are located in this plat and any preview or subsequent plats).

Said assessments shall be made as of October 1, 2025, and successive

payments are to be made by lot owners annually thereafter. Uniform assessments shall be no less than Four Hundred Dollars (\$400) and no more than Six Hundred Dollars (\$600) per year. Lot owners agree to pay such assessment to the Committee on or before thirty (30) days after said lot owner has received notice of his assessment. Such notice shall be deemed to have been duly received by the lot owner when it shall have been sent by ordinary mail addressed to the lot owner at his last known address as shown on the tax rolls of the Franklin County Collector's Office. Shall any lot owner fail to pay said assessment within the thirty (30) day period referred to above, legal action may be instituted against such lot owner, in personam, including court costs and attorney fees, or verified copy of the assessment statement or a notice of lien may be filed in the Office of Recorder of Deeds, Franklin County, Missouri, and thereupon, the assessment shall become a lien against the lot which the assessment was made, subordinated only to general taxes and deeds of trust of record. Such unpaid assessments shall bear interest at the maximum allowed by law per annum until paid and should suit be instituted thereon, there shall be added all costs of court and a reasonable attorney's fee.

All monies collected hereunder shall be held in trust and the Committee and shall be expended solely for the purposes mentioned in these restrictions, except that the funds shall be generally allocated one-half (1/2) for street repair and maintenance and one-half (1/2) for other purposes. The Committee may, however, have access to all funds for emergency needs and other required payments at their sole discretion. Lots retained by the Homeowners Assn. or other commercial builders shall be subject to such assessments until sold.

The following lots shall be subject to the following special assessments for lake maintenance on an annual basis in addition to the regular assessments set forth above:

<u>Lots</u>	<u>Special Assessments</u>
11, 12, 13	\$200
87, 88	\$150

The owner of Lot 10 shall be responsible for all costs and expenses associated with the lake located on Lot 10.

- **TERM:** These covenants are to run with the land and shall be binding upon all parties and all personas claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years, unless a valid amendment has been recorded.

• AMENDMENT OF RESTRICTIONS These restrictions may also be amended by the owners of two-thirds of the lots in the subdivision (including any subsequent plat) recording a written amendment, in the Office of the Recorder of Deeds of Franklin County, Missouri, specially referring to these restrictions.