

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**HECKER HILLS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HECKER HILLS (the "Declarations") is made by and between B HECKER PROPERTIES, LLC, a Missouri Limited Liability Company, as GRANTOR as of the date of execution as evidenced below.

WHEREAS, GRANTOR is the owner of certain real estate situate in the County of Lincoln, State of Missouri with a legal description set forth in **EXHIBIT A** which is attached hereto and is incorporated herein by reference (hereinafter referred to as the "Parent Tract").

WHEREAS, GRANTOR intends to create a subdivision known as HECKER HILLS (the "Subdivision") in Lincoln County, Missouri which will include the Parent Tract, and possibly other tracts of real estate that the GRANTOR owns or which are connected to the Parent Tract as part of the Subdivision, and such real estate will be developed as a planned subdivision in phases according to numbered plats.

WHEREAS, GRANTOR intends to create a common Declaration of Covenants, Conditions, and Restrictions for HECKER HILLS which will apply to the Parent Tract, and which may also apply to future development tracts which are owned by the GRANTOR or which connect to the Parent Tract as part of the Subdivision.

WHEREAS, GRANTOR is creating these Declarations for the protection of property values in the Subdivision and the provision of the quiet and peaceful enjoyment of the properties in the Subdivision, and for the purpose of establishing desirable residential areas subject to the sale and transfer of the Lots/parcels in the Subdivision subject to the covenants, conditions, reservations and restrictions set forth herein.

WHEREAS, GRANTOR has subdivided a portion of the Parent Tract and will be filing a certain plat entitled "Record Plat of Hecker Hills Plat 1" with the Lincoln County, Missouri Recorder of Deeds Office after the filing of these Declarations.

NOW, THEREFORE, GRANTOR, for the purposes of establishing these Declarations in the Subdivision known as HECKER HILLS hereby states and sets forth the Declarations as follows:

1. **Purpose.** These Declarations are made by Grantor for the mutual benefit of the owner of the Parent Tract and future owners of the Parent Tract and the Subdivision to be known as HECKER HILLS, a subdivision located in Lincoln County, Missouri. The purpose of these Declarations is the protection of property values in the Subdivision and the provision of the quiet and peaceful enjoyment of the properties in the Subdivision, and for the purpose of establishing desirable residential areas subject to the sale and transfer of the Lots/parcels in the Subdivision subject to these Declarations.
2. **Numbered Platting and Additions to Subdivision.** GRANTOR has applied these Declarations to the Parent Tract, which will be developed in phases in which the Parent Tract will be divided in separately numbered "Plats". Each successive numbered Plat, which makes reference to these Declarations so that it will be included in the Subdivision will be a part of the Subdivision and will be subject to these Declarations. GRANTOR may add to the Subdivision by subjecting additional tracts of real estate which are connected to the Parent Tract by filing an Amendment to these Declarations with the Office of the Lincoln County, Missouri Recorder of Deeds and referencing these Declarations in such Amendment, as well as filing for record a Plat for such additional phase of the Subdivision. Nothing in these Declarations shall be construed to mandate that GRANTOR develop the Parent Tract or add additional phases to the Subdivision beyond what the GRANTOR elects to develop.
3. **Plat 1 of Hecker Hills.** GRANTOR will file for record a Plat entitled "Record Plat of Hecker Hills Plat 1" which is the first phase of the Subdivision and will contain a total of EIGHT (8) lots.
4. **Definitions.**
  - a. "Ground level" shall mean the first floor of a structure, which is located at ground level. Basements and additional stories shall not be considered as part of the "ground level" of a structure.
  - b. "Lot" shall mean real estate which is subdivided and designated as a Lot in the HECKER HILLS on a numbered Plat for the Subdivision.
  - c. "Public view" shall mean something that is visible by an individual who is standing on another Lot or on a road in the Subdivision.
5. **Creation of Easements and Rights.** The rights, easements and conditions created in these Declarations and any easements which are created on any Plat for the Subdivision are annexed to and forever continue to be annexed to, passing with the land and inuring to the benefit of all of the owners of the Lots in the Subdivision, as set forth on a numbered Plat for HECKER HILLS. Each platted Lot are to remain forever subject to the benefits and burdens of these Declarations, and such Lots are entitled to the benefits created by the easements and conditions created herein and on the Plat which is recorded with the Lincoln County, Missouri Recorder of Deeds Office. The Lot owners shall have the rights set forth herein and such rights shall be enforceable at law and in equity by the suit of any and every Owner of any Lot in the Subdivision or by the Trustees as provided in these Declarations. The easements created by any Plat shall be deemed to be conveyed and dedicated to the Association for the benefit of the Lots in the Subdivision.
6. **Roads of Subdivision.** The Subdivision is serviced by a road named Myrtle Drive which connects to State Highway EE. Use of Myrtle Drive is provided pursuant to an easement granted in Book 195, Page 583 if the Lincoln County, Missouri Recorder of Deeds Office and which is described in EXHIBIT A. Myrtle Drive, from Highway EE through Hecker Hills Drive shall be considered and treated as a road in the Subdivision and shall be maintained pursuant to the terms of these Declarations like any road in the Subdivision. GRANTOR will create a road named Hecker Hills Drive in Plat 1 of HECKER HILLS. GRANTOR may create

additional roads in additional plats for the Subdivision, and all such roads shall be considered and treated as a road in the Subdivision upon the platting and recording of such roads. The roads servicing the Subdivision that are created and shown by any Plat shall be deemed to be conveyed and dedicated to the Association for the benefit of the Lots in the Subdivision. It is understood that the Association will be responsible for the road maintenance of Myrtle Drive from Highway EE to Hecker Hills Drive and any other road in the Subdivision.

7. **Lot Usage Restrictions.** Each platted Lot in the Subdivision shall have the following restrictions relating to its usage:
- a. Lots may not be subdivided.
  - b. Only one residence shall be allowed to be placed upon a Lot.
  - c. Lots are to be used for residential single-family dwellings only. No multi-family housing is allowed.
  - d. Lots may not be used for any commercial or industrial purpose. There shall be no commercial or industrial manufacturing allowed to be conducted upon a Lot. Commercial use shall not include the operation of a profession or business operated by the owner of a Lot on a Lot without any sign or other means of advertisement of said profession or business, provided that no additional traffic by persons who do not reside in the Subdivision may be caused by such use, other than normal residential traffic in the Subdivision.
  - e. No mobile homes or temporary structures shall be allowed to be placed on a Lot or used as a residence.
  - f. No recreational vehicles, travel trailers, or temporary shelters shall be used on a Lot for residential purposes. Recreational vehicles and travel trailers may be stored on a lot, but it must be stored behind the residence so that it is placed further from the Subdivision road than the residence.
  - g. All buildings and improvements made upon a Lot shall be made with new construction materials.
  - h. Pole barn construction, or what are commonly referred to as a "shouse" or "barndominium" are allowed, provided that the structure is made of new materials and built on a concrete foundation and the ground level floor is concrete.
  - i. A residence constructed upon a Lot shall have a minimum interior living space, exclusive of any garage or basement or covered porches, of TWELVE HUNDRED (1,200) square feet on the ground level.
  - j. Structures on property must be completed within one year of commencing to build.
  - k. No person shall be permitted to live on any lot in a garage, outbuilding, trailer, temporary building or tent or any other structure not designated as permanent and stationary structure and which does not have an approved septic system with the Lincoln County Health Department.
  - l. A residence must be built upon a concrete slab, foundation, or footing.
  - m. No shipping containers, sea-boxes, intermodal containers, or what is commonly known as a CONEX box shall be allowed to be placed or stored on a Lot.
  - n. Each Lot shall have its own separate well which services the Lot. A Lot may in lieu of installing its own well obtain a tap from the Public Water Supply District or other regulated water provider.
  - o. Each Lot shall have its own separate on-site sewage treatment system installed. All wastewater systems shall be in conformance with the laws and regulations of the Lincoln County, Missouri Health Department and the State of Missouri. No untreated wastewater shall be allowed to be dumped by a Lot owner upon another Lot.

- p. Any outbuilding placed on a Lot must not be placed in front of the closest point of the residence to the road.
- q. Fences must not extend beyond the front of the house and must be made of and installed with new materials.
- r. No junk yards, dump sites, or waste sites shall be kept on the Lots and all Lots must be kept free of trash and debris. No trash shall be allowed to be burned or buried on a Lot.
- s. All pets/animals must be retained on the pet/animal's owners' Lot. No pets/animals shall be allowed to run at large within the Subdivision.
- t. No commercial kennels or breeding businesses may be operated on or located on a Lot.
- u. No swine shall be allowed to be kept on a Lot.
- v. No animals may be raised for commercial purposes on a Lot.
- w. No motor vehicle requiring what is commonly called a "commercial license" under the laws of the State of Missouri, or other vehicle, trailer, boat trailer, boat, camping truck or any other similar vehicle shall be kept on lots without license for more than thirty (30) days. Any such motor vehicle must be kept behind the residence.
- x. No automobile, motorcycle, machinery of any kind, may be dismantled, assembled, repaired, or worked on in any manner upon any lot unless such repairs are conducted inside private garage our outbuilding out of public view.
- y. Off-road vehicles, such as ATV's are permitted but not to be a nuisance to other lot owners.
- z. No Lot owner may shoot or discharge firearms on a Lot in the Subdivision. No firearm range or target shooting is allowed in the Subdivision.
- aa. No hunting shall be allowed on any Lot in the Subdivision.
- bb. Each Lot owner shall be responsible for the maintenance of their own driveway, as such driveway shall not be considered to be part of the roads of the Subdivision.
- cc. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

**8. Creation and Operation of Hecker Hills Association.** GRANTOR hereby creates an informal Association which shall be known as the "HECKER HILLS Subdivision Association" (the "Association").

- a. This Association shall consist of all of the Owners of the Lots in the Subdivision. Each Lot shall be granted one (1) vote per Lot in the Subdivision. It is understood that the number of Lots shall increase upon the adding of additional Plats to the Subdivision. In the event more than one (1) person owns a Lot, the decision of one (1) Lot owner shall work to bind such Lot. A Lot is a part of the Association for participation in the Association regardless of whether such Lot has a residence built upon it.
- b. Creation of the Board of Trustees:
  - i. The first Board of three (3) Trustees shall be selected by GRANTOR and shall serve until GRANTOR owns no Lots in the Subdivision, no part of the Parent Tract, and no Lots in any additional Plat of the Subdivision. The GRANTOR may replace or substitute any of the Trustees at any time while the GRANTOR owns Lots in the Subdivision, in any additional Plat of the Subdivision or owns all or a part of the Parent Tract.
  - ii. The first Board of Trustees are: 1) BRIAN HECKER, 2) BARNEY HECKER, and 3) \_\_\_\_\_.
  - iii. Upon the sale of all Lots in the Subdivision, of all of the Parent Tract, and of all Lots in any additional Plat of the Subdivision, the GRANTOR shall select three

(3) Lot Owners to become the successor Trustees until the first annual Lot Owner meeting. Thereafter, all Trustees shall be selected to operate the Association shall be voted in by majority vote of the members of the Association. The first elected Trustees by the members of the Association shall serve for the following terms: Trustee 1 for one (1) year, Trustee 2 for two (2) years, and Trustee 3 for three (3) years. Upon the completion of the first term of a Trustee, the next term for such Trustee shall be for three (3) years, which shall be utilized for the successive terms unless otherwise modified by the Lot Owners by written amendment to this Agreement.

c. Trustee Qualifications and Powers:

- i. The Board of Trustees shall have the authority to act on behalf of the Association to enforce any and all of the terms of these Declarations. This authority shall be deemed permissive and not mandatory, as the Trustees shall not have the affirmative duty to enforce the Declarations.
- ii. The Board of Trustees shall be responsible for maintenance, operation, and improvement of the roads or other improvement of the Association in the Subdivision as are set forth in these Declarations and in any Plat of the Subdivision.
- iii. The Board of Trustees shall have the authority to contract with a person or entity to handle the administrative work of billing and collecting assessments, as well as filing liens pursuant to the Restrictions, as amended.
- iv. The Board of Trustees may contract with any insurance company or provider to insure the improvements and property of the Association, and to insure the Board of Trustees that serves the Subdivision.
- v. If a Trustee shall resign, be incapacitated, be unable to serve, or shall be removed by a court of competent jurisdiction, the remaining Trustees shall select a replacement who shall serve the remainder of the replaced Trustee's current term.
- a) Other than Trustees appointed by the GRANTOR, a Trustee shall be: i) an individual who owns a Lot; or ii) an individual who owns or controls a Lot through ownership of any entity which owns a Lot; or iii) an individual who is leasing or controls an entity that is leasing a Lot.
- b) The Trustees shall elect a Chairperson, a Secretary, and a Treasurer. The Chairperson shall preside over all meetings, the Secretary shall make minutes of such meetings, and the Treasurer shall be responsible for the day-to-day management of the funds of the Association at the direction of the Board of Trustees. The Treasurer shall have a bond in an amount deemed acceptable by the majority of the Trustees to be paid for by the funds held by the Association (with the exception that the Trustee appointed by the GRANTOR shall not be required to have bond), provided however that the Trustees may choose to waive the requirement for bonding if deemed appropriate by all Trustees which is signed by all Trustees.

d. The rules of the Association are as follows:

- i. After GRANTOR has sold ninety percent (90%) of the Lots in the Subdivision, that GRANTOR shall call a meeting of the Association to be held on the second (2<sup>nd</sup>) Saturday in June each year thereafter for the purpose of voting upon open Trustee positions, to consider increases in the yearly assessment, or to levy any special assessment.

- ii. Additional or special meetings can be held by notice provided by the Board of Trustees. Any meeting notice shall be mailed or hand delivered to the members of the Association, with any mailing being made to the address as shown by the Lincoln County, Missouri Tax Assessor Records for the Lot/parcel.
  - iii. A quorum for any meeting shall be one (1) more than half of the members of the Association, present in person or by proxy. Any proxy must be in writing.
  - iv. Decisions may be made by the Lot owners without the necessity of a formal meeting as is set forth later herein, provided that the decision made is described in writing and signed by the majority of the Lot/parcel Owners in the Association.
- e. Assessments in the Subdivision.
- i. The Owner of a Lot shall be charged a yearly assessment in the amount of THREE HUNDRED TWENTY DOLLARS (\$300.00) per year, payable on JANUARY 1 of each year to the Association. This yearly assessment shall be used to pay for the maintenance, operation, and improvement of the roads of the Subdivision as well as any snow plowing or other services benefitting the roads of the Subdivision. The yearly assessment may be increased by the GRANTOR or by a vote of a majority of the members of the Association.
  - ii. The Owner of a Lot may be charged a special assessment as is set forth herein. A special assessment may be levied by the Association, at any time, as evidenced by a vote of the Trustees or a vote of a majority of the members of the Association, if necessary to repair, replace, or improve the roads or to pay for any snow plowing or other services benefitting the roads of the Subdivision. In the event a special assessment is levied, the special assessment shall be divided and paid for pro-rata among the owners of the Lots in the Subdivision. A special assessment shall be due and payable within thirty (30) days of the provision of an assessment notice by the Association provided to an owner of a Lot.
  - iii. Any assessment shall be a lien upon each Lot until paid in full.
  - iv. The GRANTOR shall not be assessed any amounts for any Lot or real estate that it owns in the Subdivision, including any non-platted or Platted Lots which are added to the Subdivision.
  - v. If a Lot owner is required to pay an assessment or any sum to cure a default under this Agreement, then in addition to interest on said sum (which shall be nine percent (9%) per annum on any unpaid amount from the date such amount is owed) the Lot owner shall pay the Association's reasonable attorney's fees and costs as provided in this Agreement.
  - vi. The Association shall have and is hereby granted as security for any sum owed to it, as a valid and enforceable lien (hereinafter referred to as the "Lien") upon the defaulting Lot Owner's right, title and interest in and to its Lot and the improvements thereupon. The Association shall have the right to foreclose the Lien in the manner provided by law, pursuant to the terms of RSMo Sections 443.290-443.380, or by judicial foreclosure, with such election being made by the Association and its Trustees, it being understood and agreed that the Lien shall be superior to any other lien or encumbrance on the defaulting Lot/parcel Owner's Lot/parcel created or arising subsequent to the creation of the Lien, but shall not be superior to any mortgage made in good faith and for value affecting all or a portion of the Lot or any part thereof, or any improvement now or hereafter placed thereon, which is of record prior to the creation of the Lien.

- vii. Any Lien shall be deemed created on the date the Association makes any payment which gives rise thereto, provided that notice of any Lien shall be filed in the Office of the Recorder of Deeds for Lincoln County, Missouri, before it is deemed to be so created.
  - viii. The owner of the Lot which has the lien placed against it shall be responsible for all costs, including reasonable attorney's fees, to release such lien.
  - ix. In the event that any notice is filed in the Office of the Recorder of Deeds for Lincoln County, Missouri, the Association shall give written notice of any Lien so filed to the defaulting Lot/parcel Owner's mortgagee, provided that the Association has been notified in writing of the name and address of said mortgagee.
9. **Enforcement by Lot Owners.** A Lot owner or the GRANTOR shall have the right and authority to enforce the terms of these Declarations in law or in equity.
10. **Court Proceedings, Attorney's Fees and Costs.** Any court or legal proceedings must be filed and litigated in the appropriate jurisdictional State of Missouri court located in Lincoln County, Missouri. If the GRANTOR, the Association or a Lot Owner files an action to enforce the terms of these Declarations, and if such party is the prevailing party in such action, it shall be entitled to receive its reasonable attorney's fees and costs expended in the action paid for by the non-prevailing party.
11. **Amendment of Declarations.** These Declarations may be amended by the written consent of two-thirds (2/3) of the Lot owners in the Subdivision, as it exists according to the Plats recorded on the date of the amendment. No amendment shall be binding upon the GRANTOR or upon any real estate owned by the GRANTOR unless consented to and joined by the GRANTOR.
12. **Term of Declarations and Automatic Renewal.** These Declarations shall be in full force and effect for a term of twenty (20) years from the date of execution and shall be automatically renewed for successive twenty (20) year terms unless such Declarations are amended. In the event of an amendment to the Declarations, these Declarations as amended shall automatically renew for successive twenty (20) year periods.
13. **Binding Nature for Successors.** These Declarations shall bind the heirs, assigns, and successors in title for the owners of the Parent Tract and the Lots in the Subdivision, including any additions to the Subdivision made by the GRANTOR.
14. **Grantor Rights.** GRANTOR shall retain the right, so long as it owns any part of the Parent Tract or any Lot within the Subdivision, including any additional real estate which is added into the Subdivision for additional Plats by the GRANTOR, to amend, modify, change, or restate these Declarations, and to grant any waivers, variances, or releases from these Declarations, in whole or in part for any real estate or Lot which is made subject to these Declarations. The exercise of this right shall not require the consent of any third party or of any Lot owner, however it shall require the filing of a written instrument which describes the action with the Office of the Recorder of Deeds of Lincoln County, Missouri in order to be effective. The GRANTOR may assign or convey its right under this Section to a third party by written instrument, provided that the third party is the owner of a Lot or a portion of the real estate in the Subdivision, including any addition, and that this right is specifically conveyed in such instrument.
15. **Special Provisions for Lot 8.** Lot 8 of the Subdivision, to be shown on the Record Plat of Hecker Hills Plat 1, shall be considered a Lot in the Subdivision and shall be bound by the terms of these Declarations, however it shall be exempt from the payment of any assessments, both the yearly and special assessments. The owner of Lot 8 shall not have the right to vote or have

its vote counted regarding any road assessments, road changes in the Subdivision, or increases or creation of any assessments.

IN WITNESS WHEREOF, the GRANTORS have hereby caused this Restatement of Declarations and Restrictions of HECKER HILLS PLAT 1 as of the date of last execution below.

B HECKER PROPERTIES, LLC by:

Brian Hecker

BRIAN HECKER, Member

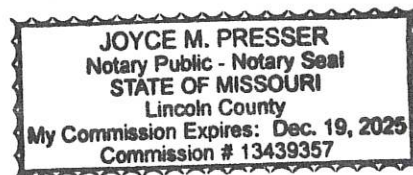
STATE OF MISSOURI                     )  
  ) ss.  
COUNTY OF LINCOLN                 )

On this 27 day of February, 2024, before me personally appeared BRIAN HECKER, Member of B HECKER PROPERTIES, LLC, to me known to be the person described in and who executed the foregoing instrument on behalf of B HECKER PROPERTIES, LLC, and acknowledged that he executed the same as the free act and deed of B HECKER PROPERTIES, LLC for the purpose therein stated.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal.

Joyce M. Presser  
Notary Public

My Commission Expires:





## EXHIBIT A

### LEGAL DESCRIPTION FOR 63.932 ACRES COMPLETE

A 63.932 acre tract of alnd within part of the SE ¼ of Section 5, Township 49 North, Range 2 East of the 5<sup>th</sup> P.M., and being more particularly described as follows: Commencing at the SW corner of Section 4; thence South 80 degrees 45' 30" West 6.97 feet to the point of beginning of the tract herein described; thence South 87 degrees 25' 43" West 199.07 feet to a point; thence South 87 degrees 12' 12" West 1205.00 feet to a point; thence North 01 degrees 14' 00" West 2032.04 feet to a point; thence North 86 degrees 53' 50" East 1415.11 feet to a point; thence South 07 degrees 01' 20" West 264.09 feet to a point; thence South 10 degrees 07' 26" West 205.86 feet to a point; thence South 08 degrees 26' 07" East 188.77 feet to a point; thence South 02 degrees 05' 46" East, 149.54 feet to the point of beginning. All as shown on a plat by Fitch and Associates.

Also, the right of ingress and egress over the following described tracts of land now used as a roadway and located in the County of Lincoln, Missouri: A strip of land twenty-five (25) feet wide and described as follows, to-wit: Beginning at the stone at the Southeast corner of Section 5, Township 49 North, Range 2 East ; thence West along the South line of said Section 5 to a point 20 feet west of a stone in the Northeast corner of Lot 1 of Joel Crenshaw Estate; thence North 25 feet; thence East to the East line of Section 5, Township 49, Range 2 East; thence South 25 feet to the place of beginning. Subject to the right of George W. Davis and Paulina Davis, his wife, to use said strip as a road, as reserved in the Warranty Deed dated August 24, 1939 recorded in the Recorder's Office of Lincoln County, Missouri, in Book 151 at page 441.

Also all of a strip of land 20 feet wide off of the East side of the 3 acres more or less of Lot 1 of Joel Crenshaw tract that lies North of the Argentville and New Salem Road, which was conveyed to Ovie N. Overall by James Harlow and wife by deed dated September 20, 1919 and recorded in Book 12 at page 2 Recorder's Office of Lincoln County, Missouri, described as follows: Beginning at a stone the Northeast corner of lot 1 of Joel Crenshaw Estate in Section 8, Township 49 North, Range 2 East; thence North to Argentville and New Salem Road; thence West 20 feet; thence North to the South line of the George W. Davis land; thence East 20 feet to the place of beginning.

The above right of ingress and egress is the same as conveyed on May 14, 1955 as recorded in Book 195 page 583 of the Lincoln County Recorder's Office. The described right of ingress and egress, has over the years been altered by travel and use at the point where it joins Highway EE and also where the 20 feet strip of land joins the 25 feet strip (right angle corner has been rounded towards the Southeast) and said road as used in included here by the Grantor to the extent Grantor and his predecessors have established any Rights thereto.