

# **WHISPERING COVE SUBDIVISION RESTRICTIVE COVENANTS AND MUTUAL AGREEMENT BETWEEN LOT OWNERS.**

## **Description:**

All of Lots One (1) through Fourteen (14) of WHISPERING COVE SUBDIVISION, Hickory County, Missouri, being described as a part of the Northeast one-fourth of the Southeast Quarter of Section 7, Township 36 North, of Range 21 West, as shown by Plat of WHISPERING COVE SUBDIVISION as filed in Plat Book 114, of the Deed Records of Hickory County, Missouri.

The Well lot (#15): WHEREAS, the undersigned, each owning a legal share of the Well and Well Lot being located on lot # 15, Block 1 of Plat of Record of Whispering Cove Subdivision, Recorded in the Deed of Records of Hickory County, Missouri, whereas the purpose of this agreement is to operate on a cost basis and not for profit.

WHEREAS, the further purpose of the Agreement is to accumulate a fund for emergency repairs and maintenance of the public roads, streets, pedestrian right-of-way and stairs leading down to the water in the Whispering Cove, including mowing under the electric utility easements adjacent to the lots in Whispering Cove Subdivision.

## **Dedication and Restriction:**

These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons executing this agreement, all persons acquiring property in said subdivision whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot of this subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants.

These covenants are to run with the land and shall be binding for a period of two years (2) from the date hereof; at the end of such period, said restrictions and covenants shall automatically be extended for a successive period of two (2) years unless, by a vote of three-fourths majority of the then owners of the lots in said subdivision (each lot having one vote), taken prior to the expiration of said two (2) year period and filed of record in the County, it is agreed to amend or release same.

Any proposed change/s would be submitted thirty (30) days before the annual meeting (to share with members). Changes, if voted in, would be signed only by the officers after the approval of the members, to be filed.

The right to enforce these restrictions and covenants shall inure to the benefit of all owners of lots located in the subdivision.

The lot owners/undersigned agree for themselves and their successor and assigns as follows:

1. The roads, streets and pedestrian access ways are dedicated to the use by all lot owners in the subdivision and their invited guests, with each lot owner to have an irrevocable easement over and across said public roads and walkways. No lot owner shall take any action that would block or limit access to any public roadway in the subdivision or public walkway from the subdivision to the lake.
2. All buildings must be of a permanent type construction. The exterior of buildings must be completed in an attractive manner within one year from beginning of construction. No rubber, tar or paper siding shall be used as finishing material on outside of walls. All residences built/used in the subdivision shall be limited to one family units.
3. Private garages, service buildings and/or sheds and carports may be constructed; However, such buildings must conform in appearance and material with the dwelling located on said lot.
4. No tent or recreational vehicle, often abbreviated as RV (defined as a motor vehicle or trailer which includes living quarters designed for accommodations) may be located on the property, except for a reasonable time period determined by its use/means, Types of RV's include motorhomes, campervans, fifth-wheel trailers, caravans, popup campers and truck campers.
5. Fences may be installed on a lot adhering to professional standards and materials. Fences may be installed on the property line, within easement, if no utilities are above or below ground. Maintaining a fence will be the sole responsibility/expense of the party installing, as well as the tearout if access is warranted (to access any areas of utilities). Confirmation of property line must be documented by the party installing said fence.
6. Pets are permissible but owners are responsible and liable for their pet's conduct, actions, waste cleanup, and/or nuisance related action (i.e. barking). Aggressive pets must be contained accordingly.
7. Lots are to be kept in presentable and sanitary condition and free from weeds, trash, or rubbish at all times.

8. Land owners are responsible for mowing the entry "triangle" lot area, per an agreed annual schedule, which is usually for one month for the year and no more than twice per the assigned month. The association will provide mowing equipment as well as funds for the repair/replacement of equipment.
9. All vehicles, including boats parked on premise must be titled in land owners name and in running condition (excluding visitor's vehicle/boat).  
All additional vehicles shall be parked on/in the "triangle" area on a temporary basis provided they do not impede the flow of traffic in, into, the subdivision, and, the vehicle has owner identification (name, and contact information) visible on the dash, should the vehicles need to be moved in an emergency. If the vehicle owner is contacted they shall move the vehicle for mowing and/or emergency purposes.
10. All sanitary facilities must be of the septic tank type with proper laterals, unless previously grandfathered. No public toilets permitted.
11. No business operation, which include open merchandising of goods or services on premise/s.
12. Raising of, or keeping of poultry (defined as domestic fowl, such as chickens, turkey, ducks, geese or similar fowl) or livestock/swine on this subdivision is prohibited.
13. All lots are subject to existing easements, including utility easements.  
No part of any building may be closer than five feet to the front/rear line of any lot, nor closer that five feet to the lot line of any other property owner. Those structures (either permanent/not permanent) already in existence shall be grandfathered in.
14. There shall be no discharge of any type of firearm within the area of the subdivision.
15. The lot owners, their guests and invitees shall observe quiet time from 10:30 p.m. until 7:00 a.m. each day. During quiet time there shall not be any unnecessary noise, loud music or activity that may disturb other residents in the subdivision.

16. The lots in the subdivision may only be used by the lot owner, guest/s and renters (AirBNB). Use of the water/well system will be shut off during the months from December 1st through March 1st. If weather conditions exist that are favorable for using the water/well, during the stated months shut off, owners may turn on the water for their use while inhabiting their residence. Upon leaving said residence, the water/well must be shut down. If damage should arise due to the use of the water/well system during these months, due to use, the responsible person could be liable for system repairs/replacement.

If any lot is used for an AirBnB or temporary rental, the lot owner shall reside in Hickory County, Missouri and provide their contact information to the other owners in the subdivision. A temporary rental is defined as a rental for two weeks or less. No property may be used as a long term rental. Long term rental being defined as rental for more than two weeks.

17. The lot owners acknowledge that the water provided to the lots is non-potable, is not tested or approved for drinking and is not to be used for drinking or cooking purposes. Each lot owner shall notify their guest/s of the same and shall provide drinking water for themselves and their guest/s.
18. If any lot owner, their guest/s, tenant, contractor or subcontractor shall damage any roadway, access, lake access in the subdivision, then the lot owner and or contractors shall be held accountable for the cost to repair/restore said damage/s.
19. An annual assessment may be required for improvements or repairs (e.g. new subdivision water lines, water valves, well equipment, well house, drainage, stair repair/improvements to the cove access, road improvement/repair). The assessment shall be voted upon and approved by seventy-five (75) percent of the lot owners in the subdivision with each lot to have one vote.
20. An annual meeting of the lot owners shall be held on Memorial Day Weekend at the subdivision for the purpose of electing new board of directors and any other business brought by any lot owner. Each lot shall have one vote to be exercised by a lot owner.
21. Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or part thereof, but they shall remain in full force and effect .

22. Lot owners shall be assessed at the rate of \$175.00 per year (roads/electricity \$125, water \$50), subject to increases and/or special assessments in future years as needed to cover costs of labor/materials to maintain.

The dues shall be collected by the Executive Secretary-Treasurer and deposited in the Whispering Cove Well Fund checking account (US Bank in Missouri) where all monies shall be kept with strict accounting standards.

Per lot assessment is as follows: Example: One lot with water access, \$175.  
One lot with no water access, \$125.

23. It shall be the duty of the Executive Secretary-Treasurer to keep strict books and collect annual dues from said lot owners for the purpose of maintaining said well and roads, and to build an emergency fund.
24. No salary shall be paid to said Executive Secretary-Treasurer or any other office position.
25. If any lot owner whose house, cottage, or mobile home has made connections with said water main fails or refuses to pay his/her annual dues, the Executive Secretary - Treasurer shall have the authority to hire a plumber to disconnect said house, cottage, or mobile home or building from said water main and assess the delinquent lot owner with the cost of disconnection and reconnection.
26. Should any lot owner who has made connection with the water system and has become delinquent in their dues shall be assessed interest at the rate of three percent (3 %) as a penalty and shall not be permitted to connect onto the system until said dues and penalties are paid.
27. In the event the Executive Secretary-Treasurer is unable to fulfill these duties, it will be the responsibility of the other officer/s of the Whispering Cove Subdivision, to assume these duties
28. The existing public road/s, streets and easements, as well as the stairs leading down to the Whispering Cove access and cove access, shall be the responsibility of each and every lot owner, regardless of their lot location in Whispering Cove Subdivision.

29. Dues shall be paid annually. An annual accounting of said money spent on the of maintenance, repair, labor, and materials, and annual dues collected, shall be made to all lot owners by the Treasurer at the annual meeting.
30. In the event a lot owner sells his/her lot, this agreement is binding on the purchaser and successive purchasers.
31. All books and accounts shall be open to inspection by any lot owner.
32. This is a cooperative pooling of land owners in Whispering Cove Subdivision to provide access only for themselves and they will hold harmless each other or any possible damage or injury arising out of the operation of said agreement.