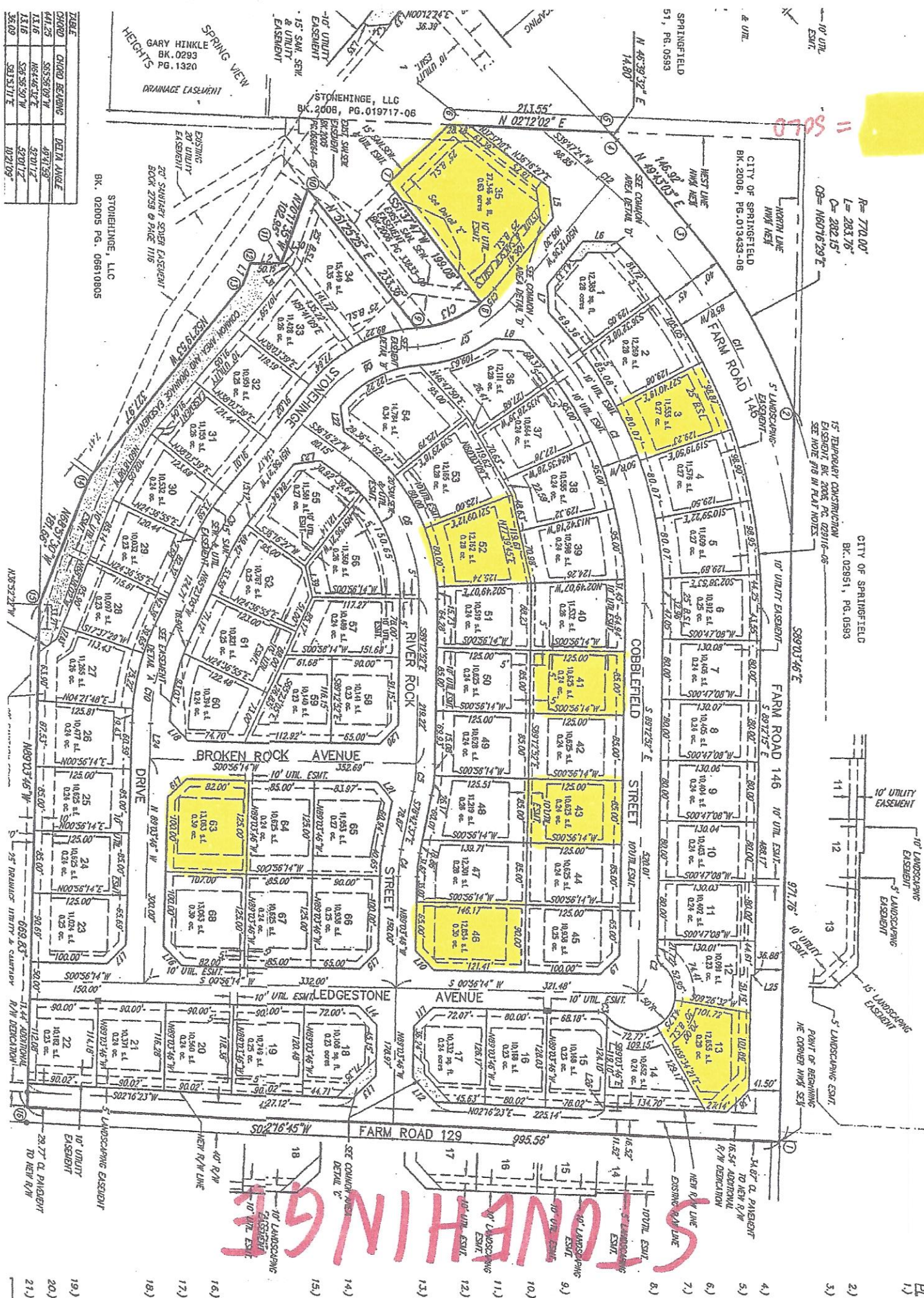


NO BUILDING PERMITS WILL BE ISSUED ON LOTS 22 THRU 34 UNTIL THE STORM DRAINAGE IMPROVEMENTS ARE COMPLETED AND APPROVED BY THE COUNTY.

STRUCTURE ON THESE LOTS IS APPROVED BY THE

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021587-08

19 MAY 2008 02:12:00pm



Book:2008

Page:021587-08

2 pages

REAL ESTATE DOCUMENT  
GREENE COUNTY, MISSOURI  
RECORDERS CERTIFICATION*Linda L. Montgomery*

RECORDER OF DEEDS

reclac

**FIRST AMENDMENT TO THE  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR STONEHINGE SUBDIVISION – PHASE I AND PHASE II**

WHEREAS, Stonehinge, LLC (hereinafter referred to as the “Developer”), Grantor/Grantee, is the Developer of certain real property located in Greene County, Missouri, as more particularly described on the Final Plat of Stonehinge Subdivision, recorded on June 27, 2006, in Book 2006, at Page 033907-06, with the Greene County Recorder of Deeds, and the Replat thereof recorded on November 8, 2006, in Book 2006, at Page 059926-06, with the Greene County Recorder of Deeds, to wit:

**ALL OF LOTS 1 THROUGH 68 OF THE REPLAT OF STONEHINGE  
SUBDIVISION, A SUBDIVISION IN GREENE COUNTY, MISSOURI,  
ACCORDING TO THE RECORDED PLAT THEREOF.**

WHEREAS, Developer recorded a Master Declaration of Covenants, Conditions and Restrictions for Stonehinge Subdivision – Phase I and Phase II on June 27, 2006, in Book 2006, at Page 033908-06, with the Greene County Recorder of Deeds (hereinafter referred to as the “Declaration”), which Declaration applies to the property described above, as well as certain additional property intended to be platted as Phase II of Stonehinge Subdivision at a later date, to-wit:

**SEE EXHIBIT A ATTACHED HERETO.**

WHEREAS, Developer reserved the right, in Article X of the Declaration, to amend the Declaration, in whole or in part, at any time within ten (10) years from the date of its recordation; and

WHEREAS, Developer desires to amend the Declaration as set forth herein.

NOW, THEREFORE, Developer hereby amends the Declaration as follows:

1. Article VIII, Section 18 of the Declaration is hereby deleted in its entirety and the following provisions are substituted in its place:

**"Section 18: Dwelling Size.** The Architectural Control Committee shall exercise its best judgment to see that all structures, as to size, conform to and harmonize with the existing surroundings and structures. The following minimum square footage of living area applies for each Lot: 1,600 square feet minimum finished living area on the main level, excluding garages, porches, and decks. All houses shall have a minimum of two garage bays.

Developer reserves the right to change the minimum square footage requirements and/or to make exceptions."

2. Article VIII, Section 33 of the Declaration is hereby deleted in its entirety.
3. All other terms and provisions of the Declaration shall remain unchanged.

IN WITNESS WHEREOF, Developer has executed this instrument on the date set forth below.

STONEHINGE, LLC

BY: Richard A. Peterson  
Richard A. Peterson, Managing Member

STATE OF MISSOURI     )  
                                      ) SS.  
COUNTY OF GREENE    )

On this 25<sup>th</sup> day of SEPTEMBER, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard A. Peterson, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged that he is a Managing Member of Stonehinge, LLC, a Missouri limited liability company, and further acknowledged that he signed and delivered said instrument as the free and voluntary act of said limited liability company.

WITNESS my hand and notarial seal the day and year first above written.

Shawn W. Barry  
Notary Public

My Commission Expires:

MAY 22, 2011



SHAWN W. BARRY  
My Commission Expires  
May 22, 2011  
Greene County  
Commission #07552136



Stonehinge LLC  
2826 S. Ingram Mill  
Springfield, MO 65804



033908-06 27 JUN 2006 09:42:47am



Book:2006  
Page:033908-06  
25 pages

recsmb

REAL ESTATE DOCUMENT  
GREENE COUNTY, MISSOURI  
RECORDERS CERTIFICATION

*Linda L. Montgomery*  
RECORDER OF DEEDS

**Title of Document:** Stonehinge ~~Plat~~ Final Plat

**Date of Document:** June 27, 2006

**Grantor(s):** Stonehingd ~~Plat~~

**Grantee(s):** Stonehinge ~~Plat~~ (Rich Peterson)

**Mailing Address(s):** 1470 Lakewood Court, Bolivar, MO. 65613

**Legal Description:** PAGE 25

**Reference Book and Page(s):**

Greene Co.  
Planning & Zoning



**MASTER DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
STONEHINGE SUBDIVISION – PHASE I AND PHASE II**

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONEHINGE SUBDIVISION – PHASE I AND PHASE II, made and executed this 28<sup>th</sup> day of June, 2006, by Stonehinge, LLC, hereinafter called "Developer",

WITNESSETH:

RECITALS:

A. Developer is the owner of certain real property located in Greene County, Missouri, which is more particularly described on Exhibit "A" which is attached hereto and incorporated herein by reference, which described real property, together with certain additional lands, as hereinafter provided, shall be referred to as "STONEHINGE – PHASE I AND PHASE II" or the "Property" or the "Subdivision."

B. Developer intends to develop the Property, as a single-family dwelling project, and in order to provide for the orderly development thereof, Developer hereby executes this MASTER DECLARATION, which is intended to secure the objective above stated. Subsequent phases may have their own MASTER DECLARATION.

C. The real property described on Exhibit "A" has been platted by Developer, and said real property has been approved by Greene County as the final plat for the Subdivision.

D. Developer desires to provide for the development of the Property with certain open and common areas, and detached single-family homes, and to provide for the

maintenance, improvement and administration of the Property and the preservation of the values and amenities of said Subdivision.

E. **STONEHINGE HOMEOWNERS ASSOCIATION, INC.** shall be duly incorporated under the laws of the State of Missouri as a not-for-profit corporation for the general purposes of managing and maintaining the Subdivision's open and common areas; administering and enforcing these covenants and restrictions; and collecting and disbursing the assessments as provided for in this MASTER DECLARATION.

#### **DECLARATION**

NOW, THEREFORE, DEVELOPER hereby declares that the real property described on the attached Exhibit "A" is hereby made subject to the provisions of this MASTER DECLARATION, and said property is and shall be held, transferred, sold, conveyed, encumbered, built upon and occupied subject to the covenants, conditions and restrictions hereinafter set forth, which shall run with the land and be binding upon all present and future owners of said real property, and on those who claim any interest by or through said owners.

#### **ARTICLE I** **DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in the MASTER DECLARATION shall have the meanings hereinafter specified:

**Section 1: Architectural Control Committee** (hereinafter sometimes referred to as "Committee") shall mean the committee created pursuant to Article III hereof.

**Section 2: Association** shall mean and refer to Stonehinge Homeowners Association, Inc., its successors and assigns.

**Section 3: Common Area** shall mean all real property, including improvements and fences thereon and easements pertinent thereto, owned by the Association or designated or shown as common area, community area, detention basins or storm drainage facilities located in drainage easements or common areas, constructed channels and drainage ways, storm water detention areas, water quality and sediment basins, storm sewers and inlets shown on the final plat of Stonehinge Subdivision – Phase I and Phase II, as recorded, and intended for the common use and enjoyment of the owners and all appurtenances necessary for the proper conveyance, storage of water quality management of storm water runoff including, but not limited to, detention basins, the drainage easements depicted on the final plat and any off site easements granted by the Association, and the landscaped portion of any street, medians, traffic islands, cul-de-sac islands, or landscaped areas within any public street within the property, any private streets, entry roads, curb and gutter, sidewalks and other improvements as shown on the final plat, and such other real property as may be transferred to the Association by the Developer.

**Section 4: Developer** shall mean and refer to Stonehinge, LLC, their successors and assigns and any entity designated by them as a developer or successor.

**Section 5: Declaration** (hereinafter sometimes referred to as MASTER DECLARATION) shall mean the covenants, restrictions and conditions and all other provisions set forth in this entire document, as the same may from time to time be



amended, together with any and all Supplemental Declarations which may be recorded by Developer from time to time.

**Section 6: Property or Properties** shall mean and refer to that real property described on the attached Exhibit "A", to be developed as STONEHEDGE SUBDIVISION – PHASE I AND PHASE II, and any additional real property which shall be made subject to these covenants as provided herein.

**Section 7: Owner(s)** shall mean and refer to the recorded owner, whether one or more persons or entities, of a fee or undivided interest in any lot. The foregoing does not include any persons or entities who hold an interest in any lot merely as security for the performance of an obligation. Except as stated otherwise in this declaration, the term "owner" shall not include a lessee or tenant.

**Section 8: Builder** shall mean any builder, contractor, investor or other person or entity who purchases a lot in the Subdivision for the purpose of resale thereof to a public purchaser; or for the purpose of constructing improvements thereon for resale to a public purchaser. Except as stated otherwise in this Declaration, the term "builder" shall not include the Developer.

**Section 9: Single family residence** shall refer to a structure containing one dwelling unit only and occupied by not more than one family.

**Section 10: Lot** shall mean any parcel of real property designated as a lot on any recorded plat of the Subdivision, or any additions thereto, with the exception of the common area.

**Section 11: Public purchaser** shall mean the first person or other legal entity other than the developer or builder who becomes an owner of any lot within the Subdivision.

**Section 12: Subdivision Plat** shall mean a recorded plat covering any or all of the property referred to in this declaration or annexed thereto.

**Section 13: Visible from Neighboring Property** shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

**Section 14: Board** shall refer to the Board of Directors of the Association.

**Section 15: Corner Lot** shall mean any lot which abuts other than at its rear line upon more than one street or common area.

**Section 16: Plans and Specifications** shall mean any and all documents designed to guide or control the improvement, or other proposal in question, including but not limited to those indicating size, shape, location, configuration or materials, all site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevations drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the improvement or proposal in question.

**Section 17: Person** shall mean a natural individual or any other legal entity with the legal right to hold title to real property.

**Section 18: Rules** shall mean and refer to those rules and regulations as passed and promulgated by the Association, or the Board on acting on behalf thereof, under the authority granted by this Declaration, by a Supplementary Declaration, Articles of Incorporation or Bylaws of the Association.

**Section 19: Project** shall mean all real property concurrently herewith or in the future submitted to this MASTER DECLARATION and any improvements now or hereinafter constructed thereon.

**Section 20: Supplemental Declaration** shall mean any declaration of covenants, conditions and restrictions which may hereafter be executed and recorded pursuant to Article II, Section 2 hereof.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

**Section 1: Existing Property.** The existing real property which is and which shall be held, transferred, sold, conveyed, encumbered and occupied subject to this MASTER DECLARATION located and situated in Greene County, Missouri, and more particularly described on the attached Exhibit "A" which is incorporated herein by reference.

**Section 2: Additions to Existing Property.** Additional lands may become subject to this MASTER DECLARATION in the following manner:

- (a) The Developer, or its successors and assigns, shall have the right, but not the obligation, to bring additional properties under the terms and conditions of these Restrictions and therefore subject them to these Covenants, regardless of whether said properties are presently owned by the Developer, provided the same are adjacent to or have a common boundary or are on the opposite of any common street of property already subject to these Restrictions; and provided further that any extension of the subdivision or modification of these Restrictions must be approved by Greene County, Missouri or the City of Springfield, Missouri if the subdivision has been annexed into the City of Springfield. Under no circumstances shall this declaration, or any Supplemental Declaration, bind the Developer, its successors or assigns, to make the proposed additions or to adhere to any master plan of development in any subsequent phase of development, or in anyway preclude the Developer, or its successors or assigns, from conveying the land referred to in the master plan of development, but not having been made subject to this Declaration, or supplemental declaration as provided herein, free and clear of such plan, as well as free and clear of this declaration or any supplemental declaration.
- (b) The additions authorized hereunder shall be made by filing of record a supplemental declaration with respect to the additional property which shall extend the plan of this declaration to such property, and the owners, including the Developer, of lots in such additions, shall immediately be entitled to all privileges, and be subject to all of the obligations, herein provided. This declaration and any supplemental declarations are hereby declared and agreed to be in furtherance of a general plan of subdivision, improvement and sales of said real property and are established for the purpose of enhancing the value, desirability and attractiveness of said real property and every part thereof. All of this declaration shall run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Developer, the Association, and all owners and successors in interest.



Section 3: With the exception of Public Streets and right-of-ways shown on the final plat of Stonehinge – Phase I and Phase II, nothing contained in this Declaration shall be deemed to constitute a dedication of public use or to create any rights in the general public. Nothing contained in this Declaration shall be construed as creating an obligation on the part of Greene County or any other governmental authority having jurisdiction over the common areas, including but not limited to the private streets designated on the final plat, to maintain, repair or replace any portion of the property, the common areas, easements or the appurtenances thereto.

### ARTICLE III ARCHITECTURAL CONTROL COMMITTEE

Section 1: Membership. From the effective date of this Declaration to that point in time when the Developer relinquishes its right of architectural control over this entire project, the Developer shall be the Architectural Control Committee. The Developer may appoint such person or persons to effect this architectural control function on its behalf. After Developer relinquishes its right of architectural control over this entire project, the Association's Board of Directors shall comprise the Architectural Control Committee unless the Board shall see fit to delegate this function to committee.

Section 2: Architectural Control Function. No structure, whether residence, accessory building, mailbox, awning, swimming pool, fence, wall, lot, drainage works, exterior area lighting or any other improvement whatsoever shall be constructed, reconstructed, repaired or maintained upon any lot, and no alteration to the exterior of a structure shall be undertaken unless complete plans, specifications and plot plans therefore showing the exterior design, height, building material and color scheme thereof, the location of the structure on the lot plotted horizontally and vertically, the location of driveways and fencing, shall have been approved in writing by the Architectural control Committee and a copy of such plans, specifications and plot plans as finally approved shall be deposited with the Architectural Control Committee. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the properties conform to and harmonize with the existing surroundings and structures. The committee has the authority to stop work on any building.

Section 3: Liability. The Architectural Control Committee shall not be liable for damages to any person who has submitted a request for approval by reason of any action, failure to act, approval or disapproval, or failure to approve or disapprove such request.

Section 4: Restrictions on Builders. The Developer reserves the right to implement and enforce such rules, regulations and policies as may be reasonable and necessary during the developmental stage of the project regarding the original construction of improvements within the project. Any builder constructing improvements within the project shall be bound by such rules, regulations and policies as though the same were set forth herein.

ARTICLE IV  
PROPERTY RIGHTS AND OBLIGATIONS

**Section 1: Owner's Easements of Enjoyment.** Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot subject to the provisions contained in this MASTER DECLARATION, any Supplemental Declarations, Articles of Incorporation, Bylaws and Rules promulgated by the Association.

**Section 2: Owner's Obligation.** Every owner shall have a continuing obligation to preserve, protect and maintain the common area, including common area fences and improvements, in accordance with this MASTER DECLARATION, any Supplemental Declarations, the Articles of Incorporation, Bylaws and Rules promulgated by the Association.

ARTICLE V  
STONEHEDGE HOMEOWNERS ASSOCIATION

**Section 1: Organization.**

- (a) The Association. The Association shall be a not-for-profit corporation organized and existing under the general not-for-profit corporation law of the State of Missouri, charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation, Bylaws, this Declaration and any supplemental declarations. Neither the Articles nor the Bylaws shall, for any reason, be amended, or otherwise changed or interpreted so as to be inconsistent with this Declaration, or any amendments thereto.
- (b) The Association may not be voluntarily dissolved without the prior written consent of Greene County, Missouri or the City of Springfield, Missouri in the event the subdivision has been annexed into the City of Springfield, notwithstanding any contrary provisions in its Articles of Incorporation or Bylaws.
- (c) Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors, and such officers as the Directors may elect or appoint, in accordance, with the Articles of Incorporation and the Bylaws.

**Section 2: Powers and Duties of the Association.** The Association shall have such rights, powers and duties as set forth in the Articles and Bylaws.

**Section 3: Rules.** By majority vote of the Board, the Association may from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations covering the use of any common area by any owner, by the family of such owner, or by any invitee, licensee or lessee of such owner; provided, however, that such rules may not discriminate among owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of such rules as they may from time to time be adopted, amended or repealed, shall be made available to each owner, at said owner's request. Upon enactment, said rules shall have the same force and effect as if they were set forth in and were part of this declaration.



**Section 4: Personal Liability.** No member of the Board of Directors or any committee of the Association, or any officers of the Association shall be personally liable to any owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board or any other representative or employee of the Association or the Architectural Control Committee, or any other committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by such person, acted in good faith, without willful or intentional misconduct.

**Section 5: Responsibility for Common Areas.** The Association shall have the responsibility for maintaining the common areas, including the common area fences, improvements and shall be responsible of the payment of taxes (if any) and insurance on the common areas. In this Declaration, the term "common area fences" shall include boundary fences which separate public streets or property from private property or common area, including the exterior subdivision fences along Farm Road 146 and Farm Road 129.

**Section 6: Liability of Association for Vehicles.** Neither the Association nor the Board shall assume any liability of any kind or nature with respect to any vehicles moving within or parked upon any portion of the Common Areas. Any person operating or parking any vehicles within the boundaries of the Common Areas shall do so entirely at such person's risk and shall indemnify and hold both the Association and the Board harmless from and against any and all claims, demands, actions, causes of action and proceedings arising out of the presence of any such vehicle within the boundaries of the Common Areas.

**Section 7: Indemnification of Developer by Association.** The Association hereby agrees and covenants to indemnify the Developer from any and all claims for personal or property damage which may result from the use, ownership, possession, control or maintenance of the common areas, including any drainage detention area, and hold Developer harmless there from on a continuing basis. To this end, the Association shall purchase and maintain a policy of general liability insurance naming the Developer as an additional insured, which policy shall have minimum limits of \$2,000,000 per occurrence and aggregate. Developer reserves the right to demand proof of compliance with this insurance requirement.

## ARTICLE VI

### MEMBERSHIP AND VOTING RIGHTS

**Section 1: Membership.** Every owner, either of a fee or undivided interest of a lot, which is subject to assessment by the Association, shall be member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment of the Association. A builder shall have no vote in the affairs of the Association.

**Section 2: Voting Right.** Each member, other than the Developer, shall be entitled to one vote for each Lot owned by such member. If more than one person owns an interest in a Lot which qualifies them for membership, then all such persons shall be members. The vote for each such Lot shall be cast as they, among themselves, may

determine, but in no event shall more than one vote be cast with respect to any one Lot. Developer shall be entitled to 150 votes for each Lot owned by Developer.

**Section 3: Management of Association.** Members shall have no rights to manage the business affairs of the Association except as provided in the Articles of Incorporation and Bylaws. The management of the Association shall be vested entirely in the Board of Directors as provided in said Articles of Incorporation and Bylaws.

## ARTICLE VII

### COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1: Creation of the Lien and Personal Obligation of Assessments.** Each owner of any lot, by acceptance of a deed there for, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall, to the full extent permitted by law, be a charge on the land and shall, to the full extent permitted by law, be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to said owner's successors in title unless expressly assumed by them, but, nevertheless, the lien above mentioned arising by reason of such assessment shall continue to be a charge and lien upon the land as above provided.

**Section 2: Purpose of Assessment.** The assessments levied by the Association shall be used for the purpose of promoting the general benefit, recreation, health, safety and welfare of the residents in the Subdivision (including any additions thereto). Such purposes shall include, but shall not be limited to, and the Association's rights and powers shall include (in addition to the rights and powers set forth in this Declaration and in the Association's Articles of Incorporation and Bylaws) provision for the improvement, construction, repair, maintenance, care, upkeep, and management of the Common Areas and the improvements and facilities, thereon, including common area fences and boundary fences; and further, shall include the payment of any taxes and assessments, if any, which may be assessed and levied upon any property owned by the Association, together with all other costs and expenses related to the management and maintenance of the Common Areas. If common areas fall into a state of disrepair or become a nuisance within the meaning of any provisions of Greene County Zoning Regulations, the Greene County Resource Management officials may proceed to abate such disrepair or nuisance after giving the Association 30 days written notice. The costs of such repairs may be levied as an assessment against lot owners. Nothing contained herein shall limit the Association's rights and powers granted in this Article or granted elsewhere in this Declaration and the Articles of Incorporation and Bylaws of the Association.

**Section 3: Annual Assessment.**

- (a) The initial annual assessment for the year 2006 shall be \$235.00 per lot, which amount shall include administrative costs for the Association, maintenance of the common area, and trash service. The initial assessment is due at the time



the initial owner of each lot receives a deed from the Developer to their respective lot. The Developer shall not be considered a member for purposes of assessment, and shall pay no assessments. A builder shall pay assessments payable by a member.

- (b) After 2006, the maximum annual assessment may be increased each year, without a vote of the members, by not more than 10% above the maximum assessment established for the previous year, except that in the event that the annual assessment is not sufficient to pay for the maintenance, taxes and insurance on the common area, an additional annual assessment shall be imposed solely for the purpose of paying for the maintenance, taxes and insurance on the common area.

**Section 4: Special Assessment for Capital Improvements.** In addition to the annual assessments provided for in Section 3 above, the Association may levy, in any assessment year, a special assessment. The purpose of a special assessment shall be for capital improvement in the common area, or providing in whole or in part, for the cost of any reconstruction, repair, replacement or maintenance of a capital improvement of the common area, including any fixtures and personal property related thereto. The maximum special assessment shall be \$500.00 per year, per lot. Any special assessment shall require an affirmative vote of the majority of the members of the Association. The Developer shall not be considered a member for purposes of special assessment, and shall pay no special assessment.

**Section 5: Date of Commencement of Annual Assessments.** The annual assessments for each Lot provided for herein shall commence on August 1, 2006, and thereafter shall commence on the date of the first conveyance of said Lot by the Developer to an Owner. The first annual assessment for each lot shall be prorated based on the date it is sold by the Developer. Written notice of the annual assessment shall be sent to every owner.

**Section 6: Governmental Assessments.** Notwithstanding any limitations or provisions in this Article to the contrary, if common areas fall into a state of disrepair or become a nuisance within the meaning of any provisions of Greene County's Zoning or Subdivision Regulations, officials of the Greene County Resource Management Department may abate the disrepair or nuisance, after thirty (30) days notice to the Association or its last known registered agent. Greene County may assess the cost of such maintenance or abatement in the same manner as assessments are levied by the Association, and the same shall be a lien and a personal liability, to the same extent as other assessments under this Article. In the event the property is annexed into the City of Springfield, Missouri, the City of Springfield shall succeed to the rights of Greene County hereunder.

**Section 7: Remedies of the Association for Nonpayment of Assessments.** Each member shall be deemed to covenant and agree to pay to the Association the assessments provided for herein, and each agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner agrees to pay reasonable attorneys' fees and costs thereby incurred in addition to any other amounts due

or any other relief or remedy obtained against said Owner. In the event of a default in payment of any such assessment when due, the assessment shall be deemed delinquent, and shall bear interest at the rate of eighteen (18%) percent per annum, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or, without any limitation by the foregoing, by either or both of the following procedures:

- (a) **Enforcement by Suit.** The Board may cause a suit at law to be commenced and maintained in the name of the Association against any Owner to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of eighteen (18%) percent per annum from the date of delinquency, court costs, and reasonable attorneys' fees in such amount as the court may adjudge against the delinquent Owner.
- (b) **Enforcement by Lien.** There is, to the full extent permitted by law, hereby created a claim of lien, with power of sale, on each and every Lot within the Subdivision to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots under these Restrictions, together with interest thereon at the rate of eighteen (18%) percent per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in collection therewith, including reasonable attorneys' fees. At any time within thirty (30) days after the occurrence of any default in the payment of any such assessment, the Association or any authorized representative, may, but shall not be required to make written demand for payment to the defaulting Owner, on behalf of the Association. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid with ten (10) days after delivery of such demand, or even without such a written demand being made, the Association may elect to file such a claim of lien on behalf of the Association against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by an officer of the Association, and shall contain substantially the following information:
  - (1) The name of the delinquent Owner;
  - (2) The legal description or street address of the lot against which claim of lien is made;
  - (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorneys' fees;
  - (4) That the claim of lien is made by the Association pursuant to this MASTER DECLARATION; and
  - (5) That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon (1) recordation of the duly executed original or copy of such a claim of lien, and (2) mailing a copy thereof to said Owner, the lien claimed thereon shall immediately attach



and become effective in favor of the Association as a lien upon the Lot against which such Assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any Lot, assessments on any Lot in favor of any municipal or other governmental assessing unit, and the liens which are hereinafter specifically described in Section 7. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a deed of trust, with a power of sale, as set forth by the laws of the State of Missouri, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of the Members, the Association may acquire, hold, lease, mortgage, and convey any such Lot. In the event of such foreclosure, by action in court or by power of sale, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the Association. Each Owner, by becoming an Owner in the Subdivision, hereby expressly waives any objection to the enforcement and foreclosure of the lien in this manner.

**Section 7: Subordination of the Lien to Mortgages.** The lien for the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure shall not extinguish the lien of such assessment. No sale or transfer shall relieve such Lot from liability for assessments thereafter becoming due or from the lien thereof.

## ARTICLE VIII USE AND BUILDING RESTRICTIONS

**Section 1: Applicability.** The following restrictions are imposed on each residential lot for the benefit of all owners and the Developer.

**Section 2: Single-Residential Use.** All lots shall be used, improved and devoted exclusively to single-family residential use and no gainful occupation, profession, trade or other non-residential use shall be conducted on any such lot. Nothing herein shall be deemed to prevent the leasing of any such lot to a single-family from time to time by the owner thereof, subject to all of the provisions of this Declaration. No structure whatsoever shall be erected, placed or permitted to remain on any lot except one detached single-family residence, not to exceed two stories in height, with an attached garage for not less than three motor vehicles, together with: (a) any appurtenant accessory structure or structures approved by the Architectural Control Committee; and (b) the Developer's sales and administrative offices.

**Section 3: Animals.** No animal, fowl, or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any property within the Subdivision, and then only if they are kept solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure or pen for the care, housing or confinement of any animal shall be constructed or maintained. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally recognized house pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein.

Pets shall not be allowed loose or unsupervised on any part of the Properties and walking of pets shall be allowed only on such portions of the properties as the Board may prescribe by its rules and regulations.

**Section 4: Antennas.** No antenna or other device for the transmission or reception of electronic signals, shall be erected, used or maintained outdoors on any Lot, which antenna or other device shall be visible from the street adjoining the front of said Lot, unless approved by the Architectural Committee. Small satellite dishes for satellite television reception are acceptable.

**Section 5: Improvements and Alterations.** No building, fence, wall, residence or other structure shall be commenced, constructed, improved, or structurally altered, without the prior written approval of the Architectural Control Committee. The exterior surface of a single family structure shall not be painted or changed in any manner without the prior written approval of the Architectural Control Committee.

**Section 6: Temporary Occupancy.** No trailer, basement of any incomplete building, tent, shack or garage and no temporary building or structure of any kind shall be used at any time for a residence on any property within the Subdivision. Temporary buildings or structures used during the construction of a dwelling on any such property shall be removed immediately after the completion of construction. PROVIDED, HOWEVER, that the Developer shall have the continuing right to establish and maintain a sales and administrative office in a mobile trailer (or other structure) for so long as Developer shall deem it necessary on any Lot of the Subdivision (including any additions thereto), and no Builder or Owner shall have standing to object to the maintenance or location of such office. PROVIDED, HOWEVER, FURTHER that the Developer shall have the authority to permit any builder or realtor to set up and maintain such sales and administrative offices (including model homes) as Developer may approve, in its sole discretion, in order to promote the development of the Subdivision, which offices shall be removed upon completion of the Subdivision, or sooner if Developer so requests.

**Section 7: Trailers and Motor Vehicles.** No mobile or motor home, recreational vehicle, trailer of any kind (except those owned, or approved by Developer and used as field sales or administrative offices), truck (larger than 3/4 ton), camper, boat, or permanent tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any property or street (public or private) within the Subdivision, or any additions thereto, in such a manner as will be visible from Neighboring Property; provided, however, that the provision of this paragraph shall not apply to vehicle emergency repairs, Sales and Administrative Offices, or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Control Committee.

**Section 8: Motor Vehicles-Excessive Noise.** If the Board determines that any motor vehicle is creating loud or annoying noise by virtue of its operation within the Properties, such determination shall be conclusive and final that the operation of such motor vehicle is a nuisance and said operation, upon notice by the Board to the owner or operator thereof, shall be prohibited within the properties, and enforceable as any other breach hereof.



**Section 9: Maintenance of Lawns and Plantings.**

- (a) **By Owner.** Each Owner of a Lot within the Subdivision shall keep all shrubs, trees, grass and plantings of every kind on his property, including set back areas, planted areas between adjacent sidewalks and the street curb, if any, and any other area located between the boundary line of his property and the street or other property (public or private) on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material, provided, however, that such Owner shall not be responsible for maintenance of any Area for which Developer or the Association has assumed the responsibility. In the event any dwelling remains vacant for a period of forty-five (45) days, Developer or the Association or its authorized agents shall have the right at any reasonable time to enter upon any such Lot in order to plant, replace, maintain, and cultivate trees, shrubs, grass or other plantings located thereon at the Owner's cost.
- (b) **By Developer or the Association.** Developer or the Association shall have the right at any time, to plant, replace, maintain, and cultivate shrubs, trees, grass and plantings, on any property within the Subdivision other than on a Lot, and on such easements over an Owner's Lot as may have been granted to Developer or the Association, regardless of whether any Owner of the Association is responsible hereunder for the maintenance of such areas. No owner shall remove, alter, injure or interfere in any way with any shrubs, trees, grass or plantings placed upon any such property by Developer or the Association without the written consent of the Association having first been obtained. The Association or its authorized agents shall have the right to enter upon any property within such other areas, at any reasonable time, for the purpose of planting, replacing, maintaining or cultivating such shrubs, trees, grass or plantings, and shall not be liable for trespass for so doing.
- (c) **Cost of Maintenance.** The cost of any maintenance, referred to above, by the Developer or the Association shall be assessed against the subject lot as a lien, and shall be enforceable in the same manner as any other assessment, as provided for in Article VII above.

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

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

**Section 12: Trash Containers and Collection.** No garbage or trash shall be placed or kept on any property within the Subdivision except in covered containers of a standard type. In no event shall such containers be maintained so as to be visible from Neighboring Property except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot and no burning in the open will be permitted. All rubbish, trash and garbage shall be removed from each Lot at least one (1) time per week either by or on behalf of the Owner of each such Lot. The Association will arrange for weekly domestic trash pickup for each lot in the subdivision with an occupied residence and the associated costs will be paid for by the Association through funds from the Annual Assessments. The Association will not remove trash from construction activities.

**Section 13: Clothes Drying Facilities.** Permanent outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot within the Subdivision unless they are erected, placed and maintained exclusively within an area not visible from Neighboring Property. Temporary lines or facilities shall be taken down immediately after the drying or airing task is completed.

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

**Section 15: Machinery and Equipment.** No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any lot within the Subdivision except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of the improvements on such Lot, and except that which Developer or the Association may require for the operation and maintenance of the Common Area.

**Section 16: Restriction on Further Subdivision.** No lot within the Subdivision shall be further subdivided or separated into small lots or parcels by any Owner, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner without the prior written approval of the Board. This provision shall not, in any way, limit Developer from subdividing or separating into smaller lots or parcels any property owned by Developer. Moreover, this provision shall not prevent conveyances which combine in common ownership Lots or parts of Lots in such a manner that each of the parcels of land, thereby resulting has an area the same or greater than the area of any of the Lots from which the new Lots were created. Such newly created parcel thereafter shall be considered as one Lot, except as provided, however, subject to the provisions of these restrictions, an Owner of each Lot as originally shown on the plat shall be entitled to that number of votes and shall be subject to assessments attributable to each full Lot owned as originally shown on the plat. No portion of a single-family residence Lot less than the entire Lot, together with the improvements thereon, may be rented, and then only to a single family.

**Section 17: Signs.** No sign of any kind shall be displayed to the public view on any Lot except:



- (a) One sign of not more than five (5) square feet, advertising the property for sale or rent;
- (b) Signs used by a builder to advertise the property during the construction and sales period;
- (c) Signs of such shape, size and location as the Developer deems necessary for security control and to advertise the project;
- (d) One sign, not to exceed one (1) square foot in size, which may contain the name or names of the Owner or Owners and/or the dwelling unit number.

**Section 18: Dwelling Size.** The Architectural Control Committee shall exercise its best judgment to see that all structures, as to size, conform to and harmonize with the existing surroundings and structures. The following minimum square footage of living area applies for each Lot: 1,800 square feet minimum finished living area on the main level, excluding garages, porches, and decks. All houses shall have a minimum of three garage bays.

Developer reserves the right to change minimum square footage requirements, and or to make exceptions.

**Section 19: Building Location.**

- (a) Site plans must be submitted to and approved by the Architectural Control Committee before construction can commence.
- (b) No building shall be located nearer to any lot line than the minimum set back line and side lines shown on the recorded plat of the Subdivision, or any additions thereto.
- (c) All houses must be parallel to street unless otherwise approved by Architectural Control Committee.

**Section 20: Fences.** Fences must be properly constructed and installed. Plans and specifications for any proposed fence must be submitted to and approved by the Architectural Control Committee before construction.

- (a) Privacy fences may not exceed seventy-two (72) inches in height. All fences shall match the style and quality of the exterior subdivision fencing along Farm Road 146 and Farm Road 129. Fence boards shall be 1-inch by 8-inch treated lumber.
- (b) No fences in the Subdivision, other than the subdivision fence installed by the Developer along Farm Road 146 and Farm Road 129, shall extend nearer to the front wall of a house than fifty percent (50%) of the distance between the rear wall of the house on each side to the front wall of the house on each side, without prior approval of the Architectural Control Committee. Supporting structures on all fences shall be placed on the side of the fence facing the property of the owner building the fence. On corner lots the fence may extend from the house toward the street a maximum of five (5) feet, but said fence must run parallel with the edge of said street.
- (c) Except on lot 35, no fence or hedge shall be permitted between the front wall of the structure and adjoining streets or across the front yard.
- (d) No fence shall be erected or maintained so that it abuts and parallels any common area fence.
- (e) No fence shall be erected or maintained adjacent to any existing fence. Any such existing fence shall first be removed. Any such removal of an existing

fence shall not be affected without prior approval by the Architectural Control Committee.

**Section 21: Easements.** Easements are reserved as shown upon the recorded plat of the Subdivision, and any additions thereto.

**Section 22: Initial Lawn and Landscaping.** A landscape plan must be submitted to and approved by the Architectural Control Committee before landscaping is initiated. Sod and an underground irrigation system shall be installed for the entire yard. The landscape plan must include appropriate shrubbery and at least two trees in the front yard and one tree in the back yard. Said trees shall have a caliper of at least 2 inches. The following trees will not be allowed: soft wood maples, bradford pears, sweetgum, black locust, mulberry, cottonwoods, sycamore, willows, hedge apple (osage orange), tree-of-heaven, catalpa. Trees may be put in up to one month after occupancy. Unless otherwise noted, landscaping and yard work must be completed prior to occupancy of home.

**Section 23: Garage Doors.** The doors of all garages shall be kept closed at all times except when necessary for ingress and egress. The doors of all garages shall be installed with electric or battery powered opening and closing devices.

**Section 24: Improvements.** Purchasers shall, within one year after the date of commencement of construction of improvements, complete said improvements. If said improvements are not completed within said one year period, the Developer shall have the option to repurchase said Lot for a sum equal to the original purchase price.

**Section 25: Basketball Goals.** No basketball goals shall be attached to the front of any dwelling or garage nor erected in any front yard or on the side of any street which abuts any corner lot.

**Section 26: Outside Lighting.** Except as may be initially installed by the Developer, no spotlights, floodlights or similar type high intensity lighting (including mercury vapor or sodium vapor lighting) shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon or upon the Common Areas or any part thereof without the written authorization of the Architectural Control Committee. Other types of low intensity lighting which do not disturb the Owners or other occupants of the properties may be allowed.

**Section 27: Mailboxes.** Initial mailboxes shall be provided for each lot by the Developer at a cost to the lot owner not to exceed \$400. No other mailboxes shall be installed without prior approval from the Architectural Control Committee.

**Section 28: Roofs.** All roofs shall be approved by the Architectural Control Committee, in its sole discretion. Minimum roof pitch is 8 in 12; lower must be approved by the Architectural Control Committee. Minimum specifications for composition roof (asphalt or fiberglass) are as follows:

- (a) Shingles shall be of a laminated architectural design;
- (b) Shingles shall weigh no less than 240 lbs./sq. or 30-year minimum;
- (c) 3-tab shingles are not approved.

**Section 29: Swimming Pools.** No above-ground swimming pools shall be constructed without prior approval from the Architectural Control Committee.

**Section 30: Tennis Courts.** No private tennis court shall be constructed without prior approval from the Architectural Control Committee.



**Section 31: Solar Collectors.** The construction, installation and location of solar collectors shall be permitted only upon advance approval by the Architectural Control Committee.

**Section 32: Exterior.** All exterior elevations with materials specified must be approved by the Architectural Control Committee before any improvements are made. Fronts, sides, and rear may be brick, stone, or stucco. At least two different materials shall be used on the front of all structures. All structures, including outbuildings, must conform to these requirements. Variances may be considered by the Architectural Control Committee in areas such as cantilevered or boxed out areas, bay windows, dormers, kitchen window boxes, areas above the garage door, and gable ends. Recommended exterior materials other than brick, stone, and stucco in these areas (no vinyl siding permitted anywhere on structures):

- (a) Cedar or redwood – painted with color to be approved, natural cedar or redwood must be sealed;
- (b) Masonite/Hardboard – shall be pre-finished and guaranteed against peeling or buckling for at least 5 years, such as Masonite Colorlok or Super Side pre-finished hardboard siding.

**Section 33: Windows.** All windows shall be clad windows. No vinyl windows permitted.

**Section 34: Driveways.** All driveways must be constructed of concrete.

**Section 35: Trees and Brush Removal.**

- (a) Cut trees and brush must be removed from the site in a reasonable time, such time to be determined by the Association;
- (b) Cutting of mature trees (larger than 6 inches in diameter at the base) must be approved by the Association.
- (c) Burning of any type is prohibited.
- (d) Burying of any materials is prohibited.

**Section 36: Additional Construction Requirements.**

- (a) No construction equipment shall be left on streets overnight.
- (b) No parking or storing of equipment or materials on adjacent lots without permission of the Owner and Developer. Builder or owner will be responsible for total clean up where adjacent lots are used.
- (c) All sites must be free of litter and backfilled prior to framing.
- (d) Construction dumpsters must be used during construction are to be removed or emptied when full.
- (e) Portable toilets are required on all lots during construction until such time that an on-site permanent toilet facility is available to construction workers.
- (f) Mud on streets from building sites will be Builder or Owner's responsibility to clean. Streets shall be kept free of debris.
- (g) All driveway cuts shall be grooved.
- (h) No equipment with tracks allowed to run on streets.
- (i) No dirt shall be removed from the Subdivision without approval of the Association.
- (j) Builder or Owner shall replace or repair any sidewalks and/or streets damaged during their construction.

**Section 37: Remedies.** In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, agent or employee thereof) shall violate, or permit to be violated, any of the provisions set forth in this Article, the Board shall cause to be delivered to said Owner a written Notice of Violation. Said Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated and remedied within a reasonable time from the mailing date of said Notice.

If, after a reasonable time has lapsed from the date of said Notice, the violation has not been voluntarily terminated by the Owner, the Board shall have the authority to pursue and effect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of said violation. This authority shall include, but shall not be limited to, the power to employ laborers to enter upon the premises of said Owner for the purpose of removing and/or terminating the cause of said violation. If by virtue of the exercise of the authority granted herein, the Board shall incur expenses in connection with the process of removing and/or terminating said violation, the collection of said expenses so incurred may be effected in the manner provided in Article VII for the collection and enforcement of assessments.

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

In the event that the Board does not elect to exercise its authority of enforcement as set forth above, then the Developer of any other Owner or owners shall have the right to pursue, at law or in equity, any remedy for enforcement of these covenants which remedy is hereby specifically granted by this Section. In the event that it is necessary for the Association, Developer or any owner or owners to retain the services of legal counsel in an attempt to enforce these covenants, the enforcing parties or party shall be entitled to reimbursement of all litigation costs, including reasonable attorney's fees and courts costs, with such reimbursement being awarded by way of judgment against the owner or owners responsible for any such violation or violations.

#### ARTICLE IX

##### PERMITTED USE AND RESTRICTIONS AS TO COMMON AREAS

**Section 1: Maintenance by Association.** The Board of the Association may, at any time, as to any common area owned, leased or otherwise controlled by it, take the following actions without any approval of the Owners being required.

- (a) Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area) in accordance with (i) the last plans thereof approved by the Board of Directors, (ii) the original plans for the improvement, or (iii) if neither of the foregoing is applicable and if such improvement was previously in existence, then in accordance with the original design, finish or standard of such improvement as same existed.



- (b) Construct, reconstruct, repair, replace or refinish any road improvement or surface upon any portion of such area used as a road, street, walk, driveway or parking area.
- (c) Maintain or replacing injured or diseased trees, shrubs, annuals, perennials, ground cover or other vegetation within any common area, subdivision entrance, median or other landscaped area within any right-of-way of any public street located within the subdivision to the extent the Board deems necessary or desirable for the conservation of water and soil and for esthetic purposes, and to the extent that the Greene County Highway Department deems necessary to maintain public safety. The Board of the Association shall be the sole judge as to the appropriate maintenance of all grounds within any common area, except any landscaped or planted areas within the right-of-way of any public street. Landscaping in road right-of-ways within the subdivision shall be maintained to the satisfaction of the Greene County Highway Department. In the event landscaping within any right-of-way shall not be maintained by the Association to the satisfaction of the Greene County Highway Department, the county shall provide the Homeowners Association with written notification of any deficiencies. Whereupon the Association shall have thirty (30) days to correct any deficiencies. In the event the Association fails to correct any deficiencies in landscaping as delineated by the Greene County Highway Department within thirty (30) days of receipt of notice, then in that event the County may either: (1) have the landscaping maintenance performed and the Homeowners Association shall be billed for the cost of said landscaping, or (2) the County may remove the landscaping, median or landscaped area within any right-of-way in said subdivision. Except as otherwise specifically provide, any expense of the Association for administration, maintenance, operation, repair or replacement of the detention basins and landscaping within any public right-of-way shall be treated as and paid for as common expense of the Association. All areas shown as common areas on the Plat of the subdivision and all detention basins shown thereon shall be owned, kept and maintained by the Developer until such time as the Developer shall determine to convey the same to the Homeowners Association which thereupon shall accept delivery of said conveyance and shall thereafter hold all such areas as common properties.
- (d) Place and maintain upon any such area such signs as the Board of Directors may deem appropriate for the proper identification, use and regulation thereof.
- (e) Do all such other and further acts which the Board of Directors deem necessary to preserve and protect the property and the beauty thereof, in accordance with the general purposes specified in this Declaration.
- (f) The Board shall be the sole judge as to the appropriate maintenance of all grounds within and improvements upon the Common Area, including common area fences.

**Section 2: Damage or Destruction of Common Area by Owners.** In the event any Common Area is willfully or maliciously damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall

so repair said damaged area in a workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The cost for such repairs shall be paid by said Owner, upon demand, to the Association and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

Section 3: The Board shall be the sole judge as to the appropriate maintenance of all grounds within the Common Areas and all Common Area improvements, with the exception of landscaping in road right-of-ways within the subdivision and the maintenance of the detention basin as shown on the final plat of Stonehinge Subdivision – Phase I and Phase II, which shall be maintained to the satisfaction of Greene County, or the City of Springfield if the subdivision is subsequently annexed into the City of Springfield.

## ARTICLE X GENERAL PROVISIONS

Section 1: Enforcement. The Association, Developer, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and any subsequently recorded Supplemental Declarations. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 3: Amendment.

- (a) The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods often (10) years unless otherwise amended as herein provided.
- (b) This Declaration may be amended in whole or in part at any time within ten (10) years from the date of recordation of same by an instrument in writing executed by Developer, its successors or assigns.
- (c) This Declaration may be amended at the end of the above mentioned ten (10) year period by an instrument in writing executed by the Association, with the approval of a majority of the votes of the members voting in person or by proxy at a meeting called for that purpose.
- (d) Anything set forth in this Declaration to the contrary notwithstanding, the Developer or the Association shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration as provided above, with the exception that any amendment of this Declaration which would change any obligation of the Developer or the Association to maintain any common area, detention basin, drainage area, or any landscaping within the right-of-way of any public street depicted on the final plat of Stonehinge Subdivision – Phase I and Phase II shall require the written approval of Greene County, Missouri or the City of



Springfield, Missouri if Stonehinge Subdivision – Phase I and Phase II is subsequently annexed into the City of Springfield, Missouri, before it shall become effective.

- (e) No amendment shall be effective until it is recorded in the deed records of Greene County, Missouri.

**Section 4: Violations and Nuisances.** Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a Nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Developer, the Association, or any Owner. However, any other provision to the contrary notwithstanding, only Developer, the Association, the Board of Directors, or the duly authorized agent of any of the above, may enforce by self-help any of the provisions of these Restrictions.

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

**Section 6: Remedies Cumulative.** Each remedy provided by these Restrictions is cumulative and not exclusive.

**Section 7: Delivery of Notices and Documents.** Any written notice or other document relating to or required by these Restrictions may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage prepaid, as to any Owner, to the address of any lot within the Subdivision, owned, in whole or in part, by him or her, or to any other address last furnished by an Owner to the Association.

**Section 8: The Declaration.** By acceptance of a deed or by acquiring any ownership interest in any of the real property, included within this Declaration, each person or entity, for himself, herself or itself, and their heirs, personal representatives, successors, transferees and assigns, binds them and the subject lot(s) to the covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereto. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby.

STONEHINGE, LLC

Richard A. Peterson, Managing Member

  
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STATE OF MISSOURI     )  
                                      ) ss.  
COUNTY OF GREENE    )

On this 26th day of June, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard A. Peterson,

known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged that he is a Managing Members of (Stonehinge, LLC, a Missouri Limited Liability Company, and further acknowledged that he signed and delivered the said instrument as the free and voluntary act of said limited liability company.

WITNESS my hand and notarial seal the day and year first above written.

Notary Public Neva Hesington

Printed Name Neva Hesington

My Commission Expires:



NEVA HESINGTON  
Greene County  
My Commission Expires  
July 27, 2007



## EXHIBIT A

A TRACT OF LAND LYING IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW¼ SE¼) AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE¼ SW¼) OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 22 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NW¼ SE¼; THENCE S02°16'45"W ALONG THE EAST LINE OF SAID NW¼ SE¼, 995.56 FEET; THENCE N89°03'46"W, 669.83 FEET TO THE POINT OF BEGINNING; THENCE S01°58'01"W, 331.65 FEET; THENCE N89°03'46"W, 660.20 FEET TO A POINT ON THE EAST LINE OF SPRING VIEW HEIGHTS, A SUBDIVISION RECORDED IN PLAT BOOK WW, PAGE 100 IN THE GREENE COUNTY RECORDER'S OFFICE; THENCE N02°12'02"E ALONG SAID EAST LINE, 619.40 FEET TO THE NORTHEAST CORNER OF SAID SPRING VIEW HEIGHTS; THENCE N88°25'17"W ALONG THE NORTH LINE OF SAID SPRING VIEW HEIGHTS, 588.48 FEET; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE NEW SOUTHERLY RIGHT OF WAY OF GREENE COUNTY FARM ROAD 146: N82°39'04"E, 32.22 FEET; N85°00'35"E, 166.46 FEET; N71°54'26"E, 106.77 FEET; N64°03'31"E, 106.77 FEET; N61°14'49"E, 163.26 FEET; N37°37'10"E, 98.75 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S02°12'02"W, 28.48 FEET; THENCE S43°38'00"E, 110.76 FEET; THENCE N51°37'47"E, 199.08 FEET; THENCE 94.34 FEET ALONG A 150.00 FOOT RADIUS CURVE RIGHT WHOSE CHORD BEARS S22°09'14"E, 92.79 FEET; THENCE S51°25'25"W, 233.36 FEET; THENCE S70°11'35"E, 102.95 FEET; THENCE S00°56'14"W, 42.27 FEET; THENCE S70°11'35"E, 29.87 FEET; THENCE S52°19'53"E, 327.97 FEET; THENCE S68°51'30"E, 181.66 FEET TO THE POINT OF BEGINNING. CONTAINING 9.64 ACRES, MORE OR LESS (419,886 S.F.) AND BEING SUBJECT TO ALL EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

AND

ALL THAT PART OF THE NORTH THREE-FOURTHS OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW¼, SE¼) OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 22 WEST, OF THE FIFTH PRINCIPLE MERIDIAN, GREENE COUNTY, MISSOURI; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NW¼, SE¼; THENCE S02°16'45"W ALONG THE EAST LINE OF SAID SW¼ SE¼, 995.56 FEET; THENCE N89°03'46"W, 669.83 FEET; THENCE N68°51'30"W, 181.66 FEET; THENCE N52°19'53"W, 327.97 FEET; THENCE N70°11'35"W, 29.87 FEET; THENCE

N00°56'14"E, 42.27 FEET; THENCE N70°11'35"W, 102.95 FEET; THENCE N51°25'25"E, 233.36 FEET; THENCE 94.34 FEET ALONG A 150.00 FOOT RADIUS CURVE LEFT WHOSE CHORD BEARS N22°09'14"W, 92.79 FEET; THENCE S51°37'47"W, 199.08 FEET; THENCE N43°38'00"W, 110.76 FEET TO A POINT ON THE EAST LINE OF SAID NW¼ SE¼; THENCE N02°12'02"E ALONG SAID WEST LINE, 213.55 FEET; THENCE N46°39'32"E, 14.80 FEET; THENCE N49°43'03"E, 146.92 FEET; THENCE 283.76 FEET ALONG A 770.00 FOOT RADIUS CURVE RIGHT WHOSE CHORD BEARS N60°16'29"E, 282.15 FEET TO A POINT ON THE NORTH LINE OF SAID NW¼ SE¼; THENCE S89°03'46"E ALONG SAID NORTH LINE, 971.76 FEET TO THE POINT OF BEGINNING. CONTAINING 26.008 ACRES, MORE OR LESS (1,132,895 S.F.) AND BEING SUBJECT TO ALL RIGHTS-OF-WAYS, EASEMENTS, RESERVATIONS, COVENANTS, AND RESTRICTIONS OF RECORD.