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 Recorded: 02/27/2006 at 10:54:28 AM  
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 File# 2006-00003631

BK **2006** PG **3579**



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**Title of Document:** Declaration Of Restrictions, Covenants and Conditions of The Columns At Century Park

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

**Grantor/Declarant:** PGH Investments, LLC, a Missouri limited liability company - *The Columns AT CENTURY PARK*

**Grantee:** ~~None~~ *The Columns AT Century Park*

**Legal Description:** See Exhibit "A" attached to the Declaration (P. 26)

**Reference Book and Page(s):** Book H, Page 430

DECLARATION OF RESTRICTIONS,  
COVENANTS AND CONDITIONS  
OF  
THE COLUMNS AT CENTURY PARK

ARTICLE I  
PROPERTY SUBJECT TO THE COLUMNS AT CENTURY PARK DECLARATION

PGH INVESTMENTS, LLC, a Missouri limited liability company (hereinafter called "Developer") being the sole owner in fee title of the real property legally described in Exhibit "A", attached hereto, and contained within the plat of THE COLUMNS AT CENTURY PARK, recorded in Plat Book H page 430, Christian County Recorder's Office (the "Subdivision"), hereby declares that the Subdivision shall be subject to the restrictions, covenants and conditions, easements, charges and the terms and conditions set forth in this Declaration, and shall be held, conveyed, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time. Except as provided herein, this Declaration shall run with all real property within the Subdivision for all purposes and shall be binding upon and inure to the benefit of the Developer, Association and all Owners and their successors in interest.

ARTICLE II  
DEFINITIONS

Section 1: As used in this Declaration of Restrictions, Covenants and Conditions:

(a) Articles: shall mean the Articles of Incorporation of the Association as filed with the Missouri Secretary of State as amended from time to time.

(b) Association: shall mean and refer to THE COLUMNS AT CENTURY PARK PROPERTY OWNERS ASSOCIATION, INC., a Missouri non-profit organization, its successors and assigns.

(c) Board: shall mean the Board of Directors of the Association.

(d) By-Laws: shall mean and refer to the By-Laws of the Association as amended from time to time.

(e) Common Areas: shall mean all real property owned by the Association or designated or shown as Common Areas, or as open space, detention or drainage area on a FINAL PLAT OF THE COLUMNS AT CENTURY PARK, as recorded, including any amendments or additions thereto, which shall include, but not be limited to, the landscaped portion of any street, medians, traffic islands or landscaped areas within any public or private streets within the Subdivision, any private streets, entry roads, curb and gutter,

sidewalks, gates and other improvements within the area which would have been public right-of-way if the streets were public.

(f) Corner Lot: shall mean any Lot which abuts, other than at its rear line, upon more than one street.

(g) Declaration: shall mean this Declaration of Restrictions, Covenants and Conditions of The Columns at Century Park and addenda, attachments, and exhibits as the same may from time to time be amended or modified.

(h) Developer: shall mean PGH Investments, LLC, a Missouri limited liability company, its successors and assigns.

(i) Lot: shall mean any parcel of real property designated as a Lot on any recorded Subdivision Plat within the Subdivision or any additions thereto, with the exception of the Common Areas.

(j) Member: shall mean a Member of the Association, as more particularly described in Article VI below.

(k) Mortgage: shall mean a security interest, deed of trust, or lien granted by an Owner which encumbers a Lot to secure the repayment of a loan, and duly filed for record in the Office of the Recorder of Deeds of Christian County, Missouri.

(l) Mortgagee: shall mean the person who holds a Mortgage as security for repayment of a debt. A Mortgagee shall not be a Member unless and until the also become an Owner due to foreclosure, deed-in-lieu of foreclosure or other similar transfer.

(m) Owner(s): shall mean the record 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 that 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.

(n) Property or Properties: shall mean and refer to the real property legally described in Exhibit "A", attached hereto, and contained within the plat of THE COLUMNS AT CENTURY PARK, recorded as stated above in the Christian County Recorder's Office, and any additional real estate acquired by Developer and developed in conjunction with the Subdivision, upon filing an amendment with the Christian County Recorder of Deeds which shall state the legal description of the additional real estate to be included in the Property.

(o) Rules and Regulations: shall mean and refer to those rules and regulations as passed and promulgated by the Association as set forth in Article V, Section 3, in accord with the Articles of Incorporation and By-Laws of the Association.

(p) Single Family Residence: shall mean a structure containing one dwelling only and occupied by not more than one family.

(q) Subdivision Plat: shall mean a recorded plat covering any or all of the Property referred to in this Declaration.

(r) 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.

ARTICLE III  
PROPERTY RIGHTS

Section 1: Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreations facility situated upon the Common Areas; the right of the Association to limit the number of guests of Members; the right of the Association to limit the Common Areas which may be used by guests of Members; the right of the Association to impose conditions under which Common Areas may be used by Members and/or their guests;

(b) The right of the Association to suspend any Owner's voting rights and the right to use the recreational facilities for any period during which any assessment against his Lot remains unpaid; and, for a period not to exceed ninety (90) days for any infraction of this Declaration, any supplementary Declarations thereto, By-Laws or any Rules and Regulations which may be imposed by the Association;

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any governmental agency, authority, or public or private utility for such purposes, provided, however, the City of Nixa provides written consent to such dedication, conveyance or transfer; and

(d) The right of the Association to promulgate and enforce the Rules and Regulations in connection with the Properties described herein or any additions thereto.

ARTICLE IV  
PROPERTY SUBJECT TO THE DECLARATION

Section 1: General Declaration Creating the Subdivision. The Developer may develop the Subdivision in phases, by subdivision into various Lots. The Developer may add additional real property to the Subdivision and may supplement or modify this Declaration with additional covenants, conditions and restrictions as may be appropriate. The Developer's sale and conveyance of Lots is subject to this Declaration, as modified and amended. This Declaration, as amended or modified, is in furtherance of a general plan for the Subdivision, improvement and sale of said real property and is established for the purpose of enhancing the value, desirability, and attractiveness of said real property and every part thereof.

ARTICLE V  
THE ASSOCIATION

Section 1: Organization.

(a) The Association. The Association shall be a non-profit corporation organized and existing under the Missouri Nonprofit Corporation Act, charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-Laws, and this Declaration. Neither the Articles nor By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

(b) Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Board may elect or appoint, in accordance with the Articles and the By-Laws.

Section 2: Powers and Duties of the Association. The Association shall have such rights, powers and duties as set forth in the Articles, By-Laws and this Declaration.

Section 3: Rules and Regulations. The Board may, from time to time and subject to the provisions of the Declaration, adopt, amend, and repeal Rules and Regulations governing the use of any Common Areas by any Owner, by the family of an Owner, or by any invitee, licensee or lessee of an Owner; provided, however, that the Rules and Regulations may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or By-Laws. A copy of the Rules and Regulations 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 promulgation, the Rules and Regulations shall have the same force and effect as if they were set forth in and were part of the Declaration.

Section 4: Personal Liability. No member of the Board, any committee of the Association, or any officer 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 person has, upon the basis of the information as may be possessed by him, acted without willful or intentional misconduct.

Section 5: Responsibility for Common Areas. The Association shall have power, authority and responsibility for maintaining all Common Areas and shall be responsible for the payment of any taxes and insurance on the Common Areas. The Association may not be dissolved without the consent of the City of Nixa. Upon the request of the Developer, the Association shall accept a deed to the Common Areas from the Developer and shall cause such deed to be recorded in the Office of the Recorder of Deeds of Christian County, Missouri.

Section 6: Liability of Association for Vehicles. Neither the Association, members of the Board, 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 vehicle within the boundaries of the Common Areas shall do so entirely at their own 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 vehicle within the boundaries of the Common Areas.

ARTICLE VI  
MEMBERSHIP AND VOTING RIGHTS

Section 1: Membership in Association. Every Owner, including the Developer so long as it is an Owner, either of a fee or undivided interest, of a Lot, which is subject to assessment by the Association, shall be a Member of the Association. Membership in the Association shall automatically terminate when ownership ceases. Upon the transfer of ownership of a Lot, however achieved, including without limitation by foreclosure of a Mortgage upon a Lot, the new Owner thereof shall, concurrently with the transfer, immediately and automatically become a Member in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2: Management. Members shall have no rights to manage the business affairs of the Association. The management of the Association is vested entirely in the Board as set forth in this Declaration and the Articles and By-Laws.

Section 3: Voting Rights. Voting Members of the Association shall be all those Members described in Section 1 above, including

Developer for so long as Developer owns any interest in a Lot. Voting Members, other than Developer, shall be entitled to one (1) vote for each Lot in which the Member owns an interest. If there are one (1) or more Owners of a Lot, then those Owners must designate one (1) of their number as the voting Member of the Association, which designation shall be made in writing to the Board. After one (1) of the Owners is designated, the Board shall have the right to rely on the designation until a written notice signed by all Owners of the Lots revoking the appointment is received by the Board. Developer shall be entitled to 3 votes for each Lot owned by Developer.

Any matter to be voted on by the voting Members of the Association shall be determined by a majority of the votes cast; provided, however, that for so long as Developer owns a Lot no vote shall be valid unless the Developer shall have cast its vote (or votes) or shall have waived its right to cast its vote in writing.

ARTICLE VII  
COVENANT FOR ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligations of Assessments. Each of the Owner(s), except Developer, hereby covenants that by acceptance of a deed for any Lot, whether or not it shall be so expressed in the deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) a sign assessment as provided in Section 3 of this Article VII, and (3) special assessments for capital improvements, and all assessments to be established and collected as hereinafter provided. The annual and special assessments and all other sums due hereunder, together with interest, costs and reasonable attorneys' fees, shall, to the full extent permitted by law, be a charge on the Lot of each of the Owner(s) and shall be a continuing lien upon each that Lot after the assessment is made, except for any Lot owned by Developer. Each assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner(s) of each Lot, except for Developer, on the effective date of the assessments. The personal obligation for delinquent assessments shall not pass to the successors in title of each Owner(s) other than Developer, but, nevertheless, the lien arising by reason of the assessment shall continue to be a charge and lien upon the Lot as above provided.

Section 2: Purpose of Assessments. 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. These 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 the Articles and By-Laws) provision for the improvement, construction, repair, maintenance, care, upkeep and management of the Common Areas and the improvements and facilities thereon; 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. Nothing contained herein shall limit the association's rights and powers granted in this Article or granted elsewhere in this Declaration and the Articles and By-Laws of the Association.

Section 3: Annual Assessments.

(a) The initial annual assessment shall be not more than FIFTY DOLLARS (\$50.00) per Lot, and shall commence at such time as is designated by the Board, and after thirty (30) days written notice to all Owner(s).

(b) In addition to the annual assessment, there may also be an annual sign assessment. The purpose of the sign assessment shall be for the maintenance and operation of an off-site sign or other monument indicating the Subdivision. The sign assessment shall be in an amount sufficient to cover all costs in leasing the ground upon which the sign is located, electricity, mowing and landscaping of the area, and the repair, maintenance and replacement of the sign as is necessary.

(c) The maximum amount by which an annual assessment or a sign assessment may be increased each year, without a vote of the Members, is ten percent (10%) above the prior year's annual assessment except that in the event that an assessment is not sufficient to pay for the maintenance, taxes and insurance on the common areas or to maintain the sign, an additional annual assessment will be made solely for the purpose of paying for the maintenance, taxes and insurance on the Common Areas or to maintain the sign.

(d) No annual assessment or sign assessment shall be due from Developer, unless Developer agrees in writing to pay such assessments.

Section 4: Special Assessment for Capital Improvements. In addition to the annual assessments in Section 3 above, the Association may levy, in any calendar year, one or more special assessments. The purpose of a special assessment shall be for a capital improvement in the Common Areas, or providing in whole or in part, for the cost of any reconstruction, repair or replacement of a capital improvement in the Common Areas, including fixtures and property related thereto. Developer shall have no obligation to pay any special assessments.

Section 5: Effect of Nonpayment of Assessments; Remedies of the Association. Each Owner, other than the Developer, shall be obligated to pay to the Association all assessments provided for herein when due. If 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 actual or threatened breach of this Declaration, the Owner failing to comply with the terms of this Declaration, except Developer, 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 assessment when due, the assessment shall be deemed delinquent, and shall bear interest at the rate of eighteen percent (18%) per annum, and in addition to any other remedies herein or by law provided, the Association may enforce each 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 assessment obligation. Any judgment rendered in any action shall include the amount of the delinquency, together with interest thereon at the rate of eighteen percent (18%) per annum from the date of delinquency, court costs, and reasonable attorneys' fees incurred by the Association in any additional 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 each Lot, together with interest thereon at the rate of eighteen percent (18%) per annum from the date of delinquency, an administration fee of One Hundred Dollars (\$100.00) to the Association, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time within thirty (30) days after the occurrence of any default in the payment of any assessment, the Association or any authorized representative, may, but shall not be required to make a written demand for payment to the defaulting Owner, on behalf of the Association. Each demand shall state the date and the amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim or lien. If such delinquency is not paid within ten (10) days after delivery of demand, or even without such a written demand being made, the Association may elect to file a claim or lien on behalf of the Association against the Lot of the defaulting Owner. A claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

(1) The name of the delinquent Owner (as shown on the Association records);

(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, plus a One Hundred Dollars (\$100.00) administration fee, and an amount equal to the estimated collection costs, and estimated attorneys' fees;

(4) That the claim of lien is made by the Association pursuant to the Declaration; and

(5) That a lien is claimed against the Lot in an amount equal to the amount stated.

Upon (1) recordation of a duly executed original or copy of the a claim or lien, and (2) mailing a copy thereof to the Owner, the lien claimed thereon shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which the assessment was levied. The 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 6. The 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 changed or amended. For purposes of any foreclosure conducted as provided herein, Husch Trustee, Inc., its successors or assigns, or any substitute trustee appointed by the Board shall serve as trustee. 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 the foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees, publication fees, interest and all other costs and expenses shall be allowed to the Association to the extent permitted by law. Each Owner, by becoming an Owner in the Subdivision, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Section 6: Subordination of the Lien to Mortgages. The lien of 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. However, the sale or transfer of any Lot pursuant to Mortgage foreclosure shall extinguish the lien of assessment as to payments which become due prior to sale or transfer. No sale or transfer shall relieve Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VIII  
ARCHITECTURAL CONTROL

Section 1: Review by Committee. No structure, residence, accessory building, tennis court, swimming pool, fence, mailbox, driveway, wall, lot drainage works, awning, exterior area lighting or other improvements shall be constructed or maintained upon any Lot, and no addition or change to the exterior of a structure shall be undertaken, unless an application (in such form as is approved by the Board) is completed and complete plans, specification and plot plans thereof 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, and other information reasonably required by Architectural Control Committee the shall have been submitted to and approved in writing by the Architectural Control Committee. A copy of such application, plans, specifications and plot plans as finally approved shall be kept by the Architectural Control Committee. All fees and expenses incurred by the Architectural Control Committee, and an application fee of \$10.00 for each application submitted to the Architectural Control Committee, shall be paid by the applicant.

Section 2: Duties. The Architectural Control Committee shall have the right, in its sole discretion, to refuse to approve any plans and specifications which are not suitable or desirable for aesthetic or other reasons and in passing upon such plans and specifications and without any limitations of the foregoing, it shall have the right to take into consideration the suitability of the proposed building, structure or other improvement of landscaping, in light of Developer's plans for the Subdivision as a residential development of architectural design, color, texture and materials, the harmony of external design and location in relation to surrounding structures and topography and the effect of the improvements as planned on the outlook from adjacent or neighboring Lots. No changes or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Architectural Control Committee.

Section 3: Procedures.

(a) The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after receipt by the Committee of all necessary information. In the event the Architectural Control Committee fails to take any action within thirty (30) days after a request and all necessary information has been submitted, approval shall be presumed and this Article shall be deemed to have been fully complied with.

(b) The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions taken. Plans, specifications, and other records and

minutes of Committee actions shall be kept by the Committee for at least one (1) year.

(c) A majority vote of the Architectural Control Committee shall be necessary for approval of any request.

Section 4: Members of Architectural Control Committee. The Architectural Control Committee shall consist of one or more persons appointed by the Developer until December 31, 2016 and then by the Board of Directors of the Association. Members of the committee are not required to be Owners.

Section 5: Non-Liability for Approval of Plans. Plans and specifications shall be reviewed by the Architectural Control Committee for style, exterior design, appearance and location and shall not be reviewed for engineering or structural design or for compliance with this Declaration, or zoning and building ordinances. By approving such plans and specifications, the Architectural Control Committee, the members thereof, the Association, the Board nor the Developer assume any liability or responsibility therefore or for any defect in any structure constructed from such plans and specifications. Neither the Architectural Control Committee, any member thereof, the Association, the Board nor the Developer shall be liable to any Owner, prospective Owner, or other Person for any damage, loss or injury suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (c) the development, or manner of development, of any property within the Subdivision, provided, however, that such action, with the actual knowledge possessed, was taken without willful or intentional misconduct. Approval of plans and specifications by the Architectural Control Committee is not and shall not be deemed to be a representation or warranty that said plans or specifications comply with applicable governmental ordinances and building codes.

Section 6: Inspection. Any member of the Architectural Control Committee, or any authorized officer, director, employee or agent of the Association may at any reasonable time enter upon any Lot in order to inspect any project or improvements undertaken or constructed on such Lot to ascertain that such project or improvements have been or are being completed or built in compliance with the approved plans and specifications. The Architectural Control Committee shall have the right to demand that any project or construction undertaken without the approval of the Architectural Control Committee or contrary to the application, plans and specification approved by the Architectural Control Committee be stopped, and to seek an injunction should its demand be disobeyed.

Section 7: Approval. The Architectural Control Committee may approve or disapprove any design, or floor plan, any construction materials, colors, or methods to be used in connection with the

construction of a dwelling, out-building, fence, landscaping or any other structure, or make any determination described in this Declaration in its sole, absolute and arbitrary discretion and for any reason.

ARTICLE IX  
USE AND BUILDING RESTRICTIONS

Section 1: The following restrictions are imposed upon each residential Lot for the benefit of all owners and the Developer.

Section 2: Single-Family Residential Use. All Lots shall be used, improved and devoted exclusively as a one-family dwelling and no gainful occupation, profession, trade, or other nonresidential use shall be conducted on any such Lot. Nothing herein shall be deemed to prevent the leasing of any such dwelling from time to time, by the Owner thereof, subject to all of the provisions of the Declaration.

Section 3: Structures. All Lots shall be subject to the following restrictions:

(a) No structure whatever shall be erected, placed or permitted to remain on any Lot except a detached one-family dwelling, together with:

(1) An attached private garage, provided that the Architectural Control Committee, in its sole discretion, may give written consent to a detached garage; and/or

(2) A detached utility building, the overall appearance, materials and color of the which shall be compatible with the architectural style of the dwellings, and the structure must be approved by the Architectural Control Committee prior to commencing construction of the utility building.

(b) The exterior walls of all dwellings visible above ground level shall be constructed of brick, stucco, stone, wood siding, board & batten siding, or glass block. The dwellings may be constructed of a combination of such stated materials. The Architectural Control Committee may, in its sole discretion, approve substitute materials for use on dormers, overhangs, cantilevers and other specific areas of a dwelling. New exterior products not now on the market may be approved for use as part of the exterior finish of a dwelling by the Architectural Control Committee, in its sole discretion.

(c) Unless otherwise approved by the Architectural Control Committee, all dwellings in the Subdivision shall be of such size as to afford not less than 1500 square feet of living space on

the main entrance level, exclusive of patios, decks, porches or garages.

(d) Generally, carports shall not be permitted, unless the Architectural Control Committee determines that the carport coordinates with, and does not detract from the appearance of the dwelling and the surrounding dwellings.

Section 4: Animals. No animals, 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 doghouse, structure or pen for the care, housing or confinement of any animal shall be constructed or maintained unless it is in a fenced rear yard, and is approved by the Architectural Control Committee under Article VIII. Upon the written request of the 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 Property and walking of pets shall be on a leash and allowed only on such portions of the Property as the Board may prescribe by its Rules and Regulations.

Section 5: Antennas. Subject to applicable federal law, no exterior antenna or other similar device for the transmission or reception of electronic signals shall be erected, used or maintained outdoors on any Lot, unless approved by the Architectural Control Committee, which shall have the sole discretion to decide such matters. Satellite dish antennas for television reception shall be permitted provided that the dish is firmly mounted to the house located on the Lot where it is installed, and provided that it is not larger than the 18" direct satellite dish presently marketed by RCA and the dish is so located that it is not visible from any location along and within six (6) feet above the street in front of the Lot where installed. All satellite antennas, and the location and method for the mounting thereof, shall be approved by Architectural Control Committee before being installed.

Section 6: Improvements and Alterations. No building, fence, wall, pool, residence or other structure shall be commenced, erected, improved, modified, 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 (other than painting with the same color of paint as previously existed) or changed in any manner without the prior written approval of the Architectural Control Committee (See Article VIII).

Section 7: Temporary Occupancy. No trailer, 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 property shall be subject to the Rules and Regulations of the Board and shall be removed immediately after the completion of construction. As long as the Developer owns a Lot, the Developer may place a temporary structure on a Lot or Common Areas to use in the management, marketing, sales or construction of the Subdivision.

Section 8: Motor Vehicles and Trailers.

(a) No mobile or motor home, trailer of any kind, truck larger than 1/2 ton, camper, boat, or permanent tent or similar structure shall be parked, kept, maintained or repaired upon any property or street (public or private) within the Subdivision, between the hours of 12 midnight and 5:00 A.M., in a manner as will be Visible from Neighboring Property; nor shall any motor vehicle of any kind be constructed, reconstructed or repaired on public or private property within the Subdivision, provided, however, that the provisions of this paragraph shall not apply to the Developer, emergency vehicle repairs, or temporary construction shelters or storage facilities approved by the Architectural Control Committee and used exclusively in connection with the construction of any improvement.

(b) Any motor vehicle which is, in the sole discretion of the Board, unsightly or not in keeping with motor vehicles owned by the Subdivision residents, or is a service vehicle or pick-up truck with a camper top or similar top shall be parked in the garage overnight, and shall not be parked in the Subdivision between the hours of 12 midnight and 5:00 a.m. in a location Visible from Neighboring Property.

Section 9: Motor Vehicles - Excessive Noise. If the Board determines that any motor vehicle is creating loud or annoying noises by virtue of its operation within the Subdivision, the determination shall be conclusive and final that the operation, upon notice by the Board to the Owner or operator thereof, shall be prohibited within the Subdivision.

Section 10: Landscaping and Lawns.

(a) Completion. Each Owner shall complete the landscaping required by the Architectural Control Committee prior to occupying the premises, unless the Architectural Control Committee shall approve a delay based on weather conditions. No tree in excess of three (3) inches in diameter or in excess of fifteen (15) feet in height shall be removed from a Lot without prior approval from the Architectural Control Committee.

(b) Initial Lawn. Prior to occupancy, all lawns, including all areas between each residence and any adjacent street regardless of the easements must be installed. Sod shall be installed on the front and side yards and the back may be sowed or hydro-seeded.

(c) By Owner. Each Owner of a Lot within the Subdivision shall keep all shrubs, trees, grass and plantings, including the area located between the boundary line of his property and the street on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Each Owners shall keep a minimum of one (1) tree, a minimum of fifteen (15) feet in height, in the front lawn of the Owner's lot, and shall place a landscape bed with rock, mulch, or other materials approved by the Architectural Control Committee, not less than three (3) feet in width along the front of the dwelling, in which shrubs shall be planted at intervals of not more than every five (5) feet. In the event that any Owner fails to maintain his lawn, landscaping or plantings as provided herein, the Association, or its agents, may enter upon said Lot and may do so, and the Owner shall reimburse the Association for its costs, upon demand. The Association may enforce collection of same in the same manner as if the costs were an assessment and shall have all powers and rights to so collect as set forth in Article VII above and shall be deemed a lien against the Lot similar to an assessment lien.

(b) By the Association. The Association, and its agents, shall have the right, at any time, to plant, replace, maintain, and cultivate shrubs, trees, grass and plantings on the Common Areas and on any easements of record over an Owner's Lot. The Association or its authorized agents shall not be liable for trespass, for so doing.

(c) Lawn Ornaments: No lawn ornaments such as decorative laws statues or animals, birds and other wildlife, bird baths, water fountains, light fixtures or any other law structure of any nature or kind shall be erected, placed, or maintained on any Lot without the prior approval of the Architectural Control Committee.

Section 11: 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 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 12: Repair of Buildings. No building, structure or fence upon any Lot within the Subdivision shall be permitted to fall into disrepair, and each such building, structure or fence shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 13: 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 approved by the Association. The Association shall select a company for weekly trash disposal service for the Subdivision. All residents of the Subdivision shall be required to use this company and no other trash disposal service shall be permitted. 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.

Section 14: Clothes Drying Facilities. 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 or maintained exclusively within an area not Visible from Neighboring Property and approved by the Architectural Control Committee.

Section 15: 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 16: Machinery and Equipment. No machinery or equipment of any kind shall be placed, parked, operated or maintained upon or adjacent to any Lot within the Subdivision except that:

(a) An Owner (or guest, invitee, licensee, tenant, lessee, family member, agent or employ thereof) may use such machinery or equipment as is usual and customary in connection with the use and maintenance of that Owner's Lot, or the improvements thereon.

(b) A builder or contractor constructing improvements for an Owner may use the machinery or equipment as is usual and customary in connection with the construction of improvements on an Owner's Lot, provided that the machinery and equipment is actively being used by the builder or contractor and is stored or placed in an area approved by the Architectural Control Committee, and that no trucks of any kind or nature shall be

kept, parked or placed upon any lot or street (public or private) within the Subdivision between the hours of 12:00 midnight and 5:00 A.M., unless permission to the contrary is temporary granted by the Architectural Control Committee, and

(c) The Developer or the Association may park, place, operate or maintain machinery and equipment as may be required for the operation and maintenance of the Common Areas.

Section 17: Restriction on Further Subdivision. No Lot within the Subdivision shall be further subdivided by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, without the prior written approval of the Developer. This provision shall not, in any way, limit Developer from subdividing any property owned by Developer. Newly created parcels thereafter shall be considered as one Lot.

Section 18: Signs. No sign of any kind shall be displayed to the public view of any Lot except as follows and subject to the approval of the Architectural Control Committee:

(a) One sign of not more than five (5) square feet, advertising a Lot for sale or rent;

(b) Signs used by a builder to advertise a Lot 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 Subdivision;

(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;

(e) Signs of such shape, size and location as the Architectural Control Committee may approve.

Section 19: 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.

Section 20: Building Location.

(a) No building shall be located nearer to any Lot line than the minimum set back line shown on the recorded plat of the Subdivision.

(b) The building location (horizontal and vertical) must be approved by the Architectural Control Committee.

Section 21: Fences.

(a) Fences are not encouraged but properly constructed and installed fences may be approved for construction by the Architectural Control Committee upon submission of plans and specifications. Fences shall be of the design; materials and specifications determined by the Architectural Control Committee and must be properly maintained by their Owner.

(b) Chain link and other similar fences are not permitted.

(c) Privacy fences may not exceed seventy-two (72) inches in height.

(d) No fences in the Subdivision shall extend nearer to the front wall of a house than fifty (50) percent of the distance of the house on each side. 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.

(e) No fence or hedge shall be permitted between the front wall of the structure and the adjoining street or across the front yard. Notwithstanding the foregoing, the Architectural Control Committee may give specific written permission to an Owner to vary from the provisions of this subpart.

Section 22: Sales and Construction Office. Notwithstanding anything herein, Developer and its agents may establish temporary sales and/or construction offices and model homes, in the Subdivision and may permit builders and realtors to establish the same. The Developer and its agents shall have the right to use the Common Areas in conjunction with the sales and promotion of lots and houses in the Subdivision.

Section 23: Easements. Easements are reserved as shown upon the recorded plat of the Subdivision.

Section 24: Soil Removal. Soil may not be removed from the Subdivision without the consent of the Developer, or if the Developer no longer owns a Lot, then the consent of the Board.

Section 25: 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 26: Window Coverings. No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar type items, shall be installed or placed

on the outside of inside of any windows of a structure without the prior approval of the Architectural Control Committee. Any enclosures, drapes, bars, blinds, shades, screens or other items affecting the exterior appearance of a structure which in the judgment of the Architectural Control Committee detracts from the harmonious appearance and aesthetics will be a violation of this declaration.

Section 27: Firewood. All firewood shall remain in the back of each home or inside garage. It shall not be visible from the street.

Section 28: Pools. Pools must be below grade and behind the house. No above-ground swimming pools shall be approved. All pools must be approved by the Architectural Control Committee.

Section 29: Solar Collectors. The construction, installation and location of solar collectors shall be permitted only upon advance approval by the Architectural Control Committee.

Section 30: 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. No temporary or moveable basketball goals shall be left out overnight between 11:00 p. m. and 7:00 a.m. in the front or side yard of Lot, or upon any street or within any Common Area.

Section 31: Outside Lighting. Spotlights, floodlights, or similar type high intensity lighting shall be designed, located and constructed so as to eliminate or significantly reduce glare on adjoining residences, and the Architectural Control Committee may direct that they be redesigned or eliminated if they determine that it is advisable. Other types of low intensity lighting which do not disturb the Owners or other occupants of the properties may be allowed.

Section 32: Mailboxes. Each Owner shall construct a mailbox which shall be completed prior to occupying the residence, and such mailbox shall pass to any purchaser of the Lot for which it is constructed or installed. Each mailbox (or any variation or modification thereto) shall be of the design, materials and specifications approved by the Architectural Control Committee. The mailbox is considered an integral part of the design guidelines, even though the mail box may be placed on public right of way.

Section 33: Roofs. A minimum roof pitch of 8/12 is required with architectural type shingles or equivalent (no three tabbed shingles allowed). All roofs shall have an exterior surface which shall be approved by the Architectural Control Committee, in its sole discretion.

Section 34: Completion. A structure shall be completed within a reasonable time after commencement of construction. In the event of

fire, windstorm, or other damage, a structure shall be repaired, remodeled, rebuilt or completely removed within a reasonable time.

Section 35: Common Areas. Although Builders are also Owners, the recreation facilities in the Common Areas are not for Builder's use or their family's use, unless they live in the Subdivision.

Section 36: Remedies. In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, builder, contractor, subcontractor, 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 the Owner a written "Notice of Violation." The Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated or remedied within a reasonable time from the mailing date of the Notice of Violation.

If after a reasonable time has elapsed from the date of the Notice of Violation, the violation has not been voluntarily terminated by the Owner, the Association shall have the authority to pursue and affect 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 Lot and/or premises of the Owner for the purpose of removing and/or terminating the cause of the violation and shall also include appropriate injunctive relief (the cost of which, whether successful or not, shall be paid by the Owner, including reasonable attorney fees, suit expenses and court costs). 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 the violation the Association may enforce the collection in the same manner as if those costs were an assessment and shall have all powers and rights to so collect as set forth in Article VII above.

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, shall be made by the Board after taking into consideration the facts and circumstances surrounding the particular volatile situation, condition or occurrence.

In addition to the foregoing, if a tree is removed in violation of Section 10(a), or any other violation of this Declaration occurs in connection with a dwelling, landscaping, fencing or other structure, the Architectural Control Committee may: (i) place a One Thousand Dollars (\$1,000.00) assessment on the applicable Lot(s); (ii) prohibit any further construction of the Lot(s) until the violation or default is cured; (iii) retract its approval of any or all plans, materials and specifications, and require re-submittal; (iv) assess an additional One Thousand Dollars (\$1,000.00) each calendar month days until the violation or default is cured; and (v) take any other action

that the Board might take to enforce the provisions of this Declaration.

ARTICLE X  
CARE OF COMMON AREAS

Section 1: Maintenance by Association. The Board may, at any time, as to any Common Areas take the following actions without any approval of the Owners being required:

(a) Reconstruct, repair, replace or refinish any improvement or portion thereof.

(b) Construct, reconstruct, repair, replace or refinish any detention areas or road improvement or surface upon any portion of such area used as a road, street, walk, driveway or parking area.

(c) Maintain and replace injured or diseased trees, shrubs, annuals, perennials, ground cover or other vegetation within any common areas, traffic island, median or other landscaped area within any right-of way of any public or private street located within the Subdivision to the extent that the Board deems necessary or desirable for the conservation of water and soil and for aesthetic purposes, and to the extent that the City of Nixa or other appropriate governmental authority (the "Authority") deems necessary to maintain public safety. The Board shall be the sole judge as to the appropriate maintenance of all grounds within any common areas, except any landscaped or planted areas within the right-of-way of any public or private street. Landscaping in road right-of ways within the Subdivision shall be maintained to the satisfaction of the Authority. In the event the landscaping within any right-of way shall not be maintained by the Association to the satisfaction of the Authority, it shall provide the 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 delineate by the Authority, within thirty (30) days of receipt of notice, then in that event the Authority may either: (1) have the landscaping maintenance performed and the 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.

(d) Place and maintain upon any such area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof.

(e) Do all such other and further acts which the Board deems necessary to preserve and protect the property and the

beauty thereof, in accordance with the general purposes specified in this Declaration.

The Board shall be the sole judge as to the appropriate maintenance of all grounds within the Common Areas.

Section 2: Damage or Destruction of Common Areas by Owners. In the event any Common Areas willfully or maliciously are damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, the Owner does hereby authorize the Association to repair the damaged area, and the Association, at its option, shall so repair said damaged area. The cost for the repairs shall be paid by the Owner, upon demand, to the Association and the Association may enforce collection thereof in the same manner as if those costs were an assessment and shall have all powers and rights to so collect as set forth in Article VII above.

ARTICLE XI  
GENERAL PROVISIONS

Section 1: Enforcement. The Association, 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 as modified and amended. 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. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way 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 Property, 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 of ten (10) years unless otherwise amended as herein provided.

(b) Subject to subpart (e) hereof, this Declaration may be amended in whole or in part at any time within seven (7) years from the date of recordation by an instrument in writing executed by Developer, its successors or assigns.

(c) Subject to subpart (e) hereof, this Declaration may be amended at the end of the above mentioned seven (7) year period by an instrument in writing executed by the Association, with the approval of the Board.

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

(e) Any amendments of the Declaration pursuant to the provisions of Article X, Section 3(b) or (c) hereinabove, which would change any obligation to maintain any common areas, storm water detention facilities, drainage area, or any landscaping within the right-of-way of any public or private street of the Final Plat of The Columns at Century Park shall require the written approval of Christian County, Missouri or the City of Nixa, Missouri if The Columns at Century Park is subsequently annexed into the City of Nixa, before it shall become effective.

Section 4: Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be 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 or Owners of Lots within the Subdivision. However, any other provision to the contrary notwithstanding, only Developer, the Association, the Board, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of this Declaration.

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 this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration.

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 documents 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 the day after a copy of same has been deposited in the United States mail, postage prepaid, addresses as follows:

(a) If to the Association or the Architectural Control Committee, to the Registered Agent at his registered office: currently Mr. Tim Pedigo, 1708 S. Ingram Mill Rd., Nixa, Missouri 65804.

(b) If to an Owner or Builder, to the address of any Lot within the Subdivision, owned, in whole or in part, by him or to any other address last furnished by an Owner to the Association.

(c) If to Developer, to its Registered Agent at its registered office: currently Lisa McKay, 1226 W. Battlefield Springfield, Missouri 65807.

Provided, however, that any such address may be changed at any time by the party concerned by furnishing a written notice of change of address to the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

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 or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, 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.

IN WITNESS WHEREOF, the undersigned, PGH Investments, LLC, has caused this instrument to be executed on this 23 day of February, 2006.

PGH Investments, LLC,  
A Missouri Limited Liability Company

By: Greg E. Huntsman  
Greg E. Huntsman, Managing Member

STATE OF MISSOURI        )  
                                  ) ss.  
COUNTY OF CHRISTIAN    )

On this 23 day of February, 2006, before me personally appeared Greg E. Huntsman, to me personally known, who being duly sworn, did say that he is the Manager Member of PGH Investments, LLC

Investments, LLC (the "Company"), that the seal affixed to this instrument is the corporate seal of the Company, and that the said instrument was signed and sealed on behalf of the Company by authority of its Members and the said Greg E. Huntsman acknowledged said instrument to be the free act and deed of the Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, the day and year first above written.

Christy Lynn Mabe  
Notary Public

My commission expires: 11/29/09

Christy Lynn Mabe - Notary Public  
Notary Seal, State of  
Missouri - Christian County  
Commission #05399987  
My Commission Expires 11/29/2009

## EXHIBIT "A"

**DESCRIPTION:****SOURCE OF DESCRIPTION:**

THAT CERTAIN PARCEL OR TRACT OF LAND BEING ALL OF LOT 239 IN "THE SPRINGS", A SUBDIVISION IN THE CITY OF NIKA, CHRISTIAN COUNTY, MISSOURI, A PART OF THE SOUTHWEST FRACTIONAL QUARTER (SWFRAC.1/4) OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 21 WEST, IN THE CITY OF NIKA, CHRISTIAN COUNTY, MISSOURI, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF SAID SWFRAC.1/4; THENCE S88°28'22"E, ALONG THE SOUTH LINE OF SAID SWFRAC.1/4, A DISTANCE OF 1053.84 FEET TO THE SOUTHEAST CORNER OF MAPLEWOOD HILLS, A SUBDIVISION IN THE CITY OF NIKA, CHRISTIAN COUNTY, MISSOURI, FOR A POINT OF BEGINNING; THENCE EASTERLY ALONG THE FOLLOWING FOUR (4) COURSES: 1) THENCE N01°31'38"E, A DISTANCE OF 52.42 FEET TO AN EXISTING IRON PIN AT THE SOUTHEAST CORNER OF LOT 71 IN SAID MAPLEWOOD HILLS; 2) THENCE N54°46'02"W, A DISTANCE OF 134.39 FEET TO AN EXISTING IRON PIN; 3) THENCE N34°07'50"W, A DISTANCE OF 302.79 FEET TO AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF SAID LOT 71; 4) THENCE N23°18'07"E, A DISTANCE OF 981.19 FEET TO AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF SAID MAPLEWOOD HILLS; THENCE ALONG THE NORTHERLY LINE OF SAID MAPLEWOOD HILLS THE FOLLOWING THREE (3) COURSES: 1) THENCE N65°41'53"W, A DISTANCE OF 190.00 FEET TO AN EXISTING IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF ROCKINGHAM AVENUE, AS IT NOW EXISTS; 2) THENCE S23°18'07"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 10.07 FEET TO AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF LOT 58 IN SAID MAPLEWOOD HILLS; 3) THENCE N86°41'53"W, A DISTANCE OF 135.00 FEET TO AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF SAID LOT 58; THENCE N23°18'07"E, A DISTANCE OF 164.16 FEET TO AN IRON PIN SET; THENCE N13°27'08"E, A DISTANCE OF 50.00 FEET TO AN IRON PIN SET; THENCE N15°47'57"E, A DISTANCE OF 101.95 FEET TO AN IRON PIN SET; THENCE EASTERLY, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 01°33'00", A CHORD BEARING OF S77°19'22"E, AN ARC LENGTH OF 12.85 FEET TO AN IRON PIN SET; THENCE N15°47'57"E, A DISTANCE OF 101.95 FEET TO AN IRON PIN SET; THENCE S74°12'03"E, A DISTANCE OF 135.00 FEET TO AN IRON PIN SET; THENCE N15°47'57"E, A DISTANCE OF 40.77 FEET TO AN IRON PIN SET; THENCE S74°12'03"E, A DISTANCE OF 190.00 FEET TO AN IRON PIN SET; THENCE N15°47'57"E, A DISTANCE OF 40.99 FEET TO AN IRON PIN SET; THENCE S74°12'03"E, A DISTANCE OF 140.00 FEET TO AN IRON PIN SET; THENCE N15°47'57"E, A DISTANCE OF 77.52 FEET TO AN IRON PIN SET; THENCE S74°12'03"E, A DISTANCE OF 50.00 FEET TO AN IRON PIN SET; THENCE S88°21'07"E, A DISTANCE OF 465.02 FEET TO AN IRON PIN SET ON THE EAST LINE OF SAID SWFRAC.1/4, ALSO BEING THE WEST LINE OF "THE SPRINGS 1ST ADDITION", A SUBDIVISION IN THE CITY OF NIKA, CHRISTIAN COUNTY, MISSOURI; THENCE S01°45'20"W, ALONG SAID LINE, A DISTANCE OF 858.49 FEET TO AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF LOT 239 IN SAID "THE SPRINGS"; THENCE NORTHEASTERLY, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 580.00 FEET, A CENTRAL ANGLE OF 01°53'01", A CHORD BEARING OF N66°47'55"W, AN ARC LENGTH OF 19.07 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF LOT 112 IN SAID "THE SPRINGS 1ST ADDITION"; THENCE N87°47'52"E, ALONG THE SOUTH LINE OF SAID LOT 112, A DISTANCE OF 29.99 FEET TO AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF SAID LOT 239 IN "THE SPRINGS"; THENCE ALONG THE EAST LINE OF SAID LOT 239 THE FOLLOWING TWO (2) COURSES: 1) THENCE S13°40'41"E, A DISTANCE OF 252.27 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF LOT 88 IN SAID "THE SPRINGS"; 2) THENCE S10°37'17"E, A DISTANCE OF 101.39 FEET TO THE SOUTHEAST CORNER OF SAID LOT 239; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 239 THE FOLLOWING THREE (3) COURSES: 1) THENCE S52°33'48"W, A DISTANCE OF 40.93 FEET TO AN EXISTING IRON PIN; 2) THENCE S17°31'37"W, A DISTANCE OF 195.38 FEET TO AN EXISTING IRON PIN; THENCE S41°41'59"W, A DISTANCE OF 76.61 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF SAID LOT 239, SAID POINT BEING ON THE EAST LINE OF SAID SWFRAC.1/4; THENCE S01°45'20"W, ALONG SAID EAST LINE, ALSO BEING THE WEST LINE OF SAID "THE SPRINGS", A DISTANCE OF 251.85 FEET TO AN EXISTING IRON PIN AT THE SOUTHEAST CORNER OF SAID SWFRAC.1/4; THENCE N88°28'22"W, ALONG THE SOUTH LINE OF SAID SWFRAC.1/4, A DISTANCE OF 868.29 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 39.646 ACRES (MORE OR LESS) AND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.

BY-LAWS  
OF  
THE COLUMNS AT CENTURY PARK PROPERTY OWNERS ASSOCIATION, INC.,  
A MISSOURI NOT FOR PROFIT CORPORATION

ARTICLE I

The name of the Association is The Columns at Century Park Property Owners Association, Inc. (herein the "Association").

ARTICLE II

Principal Office

The principal office of the Association is located at 1708 South Ingram Mill Road, Springfield, Missouri or at such other location as may be designated by the board of directors.

ARTICLE III

Purposes

The purposes for which the Association is organized are:

- A. Those purposes set out and described in the Articles of Incorporation for the Association.
- B. To develop a community design for safe, healthful, and harmonious living.
- C. To promote the collective and individual interests and rights of all persons owning property in The Columns at Century Park, Nixa, Christian County, Missouri, and any additions thereto (herein referred to as the "Subdivision") as described in the Declaration of Restrictions, Covenants and Conditions of The Columns at Century Park, and any amendments thereto recorded in the Office of the Recorder of Deeds of Christian County, Missouri (herein the "Declaration")
- D. To care for the improvements and maintenance of the Common Areas set out and described in the "Declaration" for the Subdivision and any facilities of any kind dedicated to the community use and other open spaces and other ornamental features of the Subdivision, which now exists or which may hereafter be installed or constructed therein.
- E. To cooperate with the owners of all vacant and unimproved lots now existing or that hereafter may exist in the Subdivision and keeping them in good order and condition, preventing them from becoming a nuisance and detrimental to the beauty of the Subdivision and to the value of the improved property therein, and to take any action with reference to such

vacant and unimproved lots as may be necessary or desirable to keep them from becoming such nuisance and detrimental.

F. To aid and cooperate with the members of the Association in the enforcement of such conditions, covenants, rules and restrictions and appurtenant to their property as or now in existence, as well as any other conditions, covenants, rules and restrictions as shall hereafter be approved by a majority vote of the members of the Association, and to consult with the Planning Commission and the City Council of Nixa, Missouri, having jurisdiction in relation to any zoning that may affect any portion of the Subdivision.

G. To acquire, own or lease such real personal property as shall be necessary or convenient for the transaction of its business and the fulfillment of its purposes.

H. To arrange social and recreational functions for its members.

I. To exercise any and all powers that may be delegated to it from time to time by the owners of real property in the Subdivision.

J. To generally do everything necessary, proper or advisable for the accomplishment of the purposes hereinabove set forth.

#### ARTICLE IV

##### Membership

A. Eligibility. Eligibility for membership shall be as set out in the Articles of Incorporation.

B. Membership. Membership shall include an undertaking by each member to comply with these by-laws and the rules and regulations adopted by the Association. Membership shall be accompanied by payment of assessments in accordance with the Declaration for the Subdivision, as now exists or hereafter amended.

C. Termination. Membership in the Association shall terminate when a member ceases to be an owner of all or any portion of any lot within the Subdivision. Termination membership shall not relieve or release any former member from any liability or obligation incurred by virtue of or in any way connected with ownership of any part of a lot within the Subdivision, nor shall it impair any rights or remedies which the Association or others may have against any former owner or member arising out of or in any way connected with such ownership or membership.

D. Assignment. No member may assign his membership.

## ARTICLE V

### Meetings of Members

A. Annual Meetings. An annual meeting of the members of the Association shall be held on the second Monday in the month of January in each year beginning in the year 2007, at the hour of 10:00 o'clock a.m., for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed shall be a legal holiday, such meeting shall be held on the next day not a legal holiday.

B. Regular Meetings. In addition to the annual meetings, regular meetings of the members may be held at such time as shall be determined by the Board of Directors.

C. Special Meetings. It shall be the duty of the President to call a special meeting of the members as erected by resolution of the Board of Directors or upon a petition approved by members having not less than 50% of the voting rights of the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at its special meeting, except as stated in the notice, unless by consent of four-fifths of the members present, either in person or by proxy.

D. Places of Meetings. The meetings of the Association shall be held at its principal office or such other suitable place convenient to the members as may be designated by the Board of Directors.

E. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual, regular or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each member entitled to vote, at least five (5), but not more than ten (10) days prior to such meeting; unless notice of a longer period is required under the provisions of the Declaration.

F. Quorum. The presence at any meeting, in person or by proxy, of members holding at least 33% of the membership votes entitled to be cast shall be necessary and sufficient to constitute a quorum for the transaction of business.

G. Adjourned Meetings. If any meeting of members cannot be organized because of quorum has not attended, the members who are present either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. No additional notice to the members shall be required with respect to such meeting.

H. Voting. Members shall be entitled to such votes as are set out in the Article VI, Section 3 of the Declaration.

I. Proxies Any meeting of members, a member entitled to vote, may vote by proxy executed in writing by the member or by his duly authorized attorney in fact. No proxy shall be valid after two (2) months from the date of its execution, less otherwise provided in the proxy.

J. Manner of Acting. A majority of the votes entitled to be cast on a matter to be voted upon by the members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption thereof, unless a greater proportion is required by these by-laws or the Declaration.

K. Voting by Mail. Where directors or officers are to be elected by members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

L. Rules of Order. All membership meetings and proceedings shall be regulated and controlled according to Robert's Rules of Orders, as revised.

M. Informal Action by Members. Any action required by these by-laws to be taken at any meeting of the members of the Association or any other action which may be taken at any meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by members having at least two-thirds of the votes entitled to be cast with respect to the subject matter thereof.

## ARTICLE VI

### Board of Directors

A. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons, each of which, other than the initial Board of directors, shall be a member of the Association.

B. Duties and Powers. The Board of directors shall have the duties and powers necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or these by-laws directed to be exercised and done by the members.

C. Election and Term of Office. Each Director shall have a term of office of two (2) years, or until their successors have been duly elected and qualified.

D. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by vote of the Association shall be filled by the vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is duly elected and qualified at the next annual meeting of the Association.

E. Removal of Directors. At any annual, regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the members and a successor may be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

F. Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of its election at such place as shall be fixed by the directors at the meeting at which such directors were elected and no notice shall be necessary to the newly

elected directors in order to legally constitute such meeting, provided a majority of the whole board shall be present.

G. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

H. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) directors.

I. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

J. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time, without further notice. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

K. Fidelity Bonds. The Board of Directors may require that any or all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

L. Action by Unanimous Consent. In accordance with Section 355.381, RSMo., 2000, if all the directors severally or collectively sent in writing any action to be taken by the directors, such consent shall have the same force and effect as a unanimous vote of the directors at a meeting duly held, and may be stated as such in any certificate or documents filed under this article. The Secretary shall file such consents with the minutes of the meetings of the Board of Directors. Accordingly, a formal meeting of the directors need not be held where the action shall be consented to in writing by all the directors.

## ARTICLE VII

### Officers

A. Designation. The principal officers of the Association shall be a President, one or more Vice-Presidents, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The directors may appoint one or more Assistant Treasurers and Assistant Secretaries, and such other offices as in their judgment may be necessary.

B. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new board and shall hold office at the pleasure of the board.

C. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at a regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose, or by unanimous consent of the Board of Directors.

D. President. The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

E. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be entrusted to him by the Board of Directors.

F. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of Secretary.

G. Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VIII

Committees

The Board of Directors, by resolution, may provide for such committees as it deems necessary, to serve at its pleasure and to have such powers and perform such functions as may be assigned to them by the Board of Directors.

ARTICLE IX

Assessments

The Association shall have such assessments as are provided in Article VII of the Declaration, as it now exists or as hereafter amended, and the rights, duties, and obligations of the members with respect to such assessments are as set out in the Declaration.

ARTICLE X

Rules and Regulations


The Board of Directors may adopt such rules and regulations as may be necessary or appropriate for the accomplishment of the purposes of the Association; provided, however, that such rules and regulations shall not be contrary to or conflict with the Declaration, as now exists or as hereafter amended. Such rules and regulations shall become effective when approved by two-thirds vote of the members of the Association, and when so approved shall become a part of these by-laws.

ARTICLE XI

Amendments

These articles may be amended or repealed, or new by-laws may be made and adopted, at any annual, regular or special meeting of the members of the Association, by a majority vote of all the members entitled to vote, provided that notice of intention to amend shall have been set forth in the notice of the meeting.

IN WITNESS WHEREOF, we, being all the directors of the Association, have hereunto set our hands this 23 day of February, 2006.

  
Greg E. Huntsman

  
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Tim G. Pedigo

  
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Steve Hoffman