

DRAFT

**DOGWOOD ESTATES SUBDIVISION
DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS**

THIS DECLARATION, made as of the _____ day of _____, 2006, by Souter-Glover Investments, LLC, a Missouri limited liability company, ("Developer");

WITNESSETH:

WHEREAS, Developer has executed and filed with the Recorder of Deeds of Christian County, Missouri, a plat of the subdivision known as "Dogwood Estates"; and

WHEREAS, such plat creates the subdivision of Dogwood Estates, composed, in part, of the following described lots and tracts, to-wit:

All of Lots Eight (8) through Forty-Six (46) and Lots Forty-Seven (47) through One Hundred Three (103), Dogwood Estates, a subdivision in Nixa, Christian County, Missouri.

WHEREAS, Developer, as the present owner and developer of the above-described lots, desires to place certain restrictions on such lots to preserve and enhance the value, desirability and attractiveness of the development and improvements constructed thereon and to keep the use thereof consistent with the intent of the Developer, all of which restrictions shall be for the use and benefit of the Developer and its future grantees, successors and assigns;

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the above-described lots shall be, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth.

**ARTICLE I
Definitions**

Section 1:

- A. "Developer" shall mean Souter-Glover Investments, LLC, or its successor in interest.
- B. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions set forth in this instrument, together with any amendments thereto.
- C. "Property" or "Properties" shall mean and refer to all lots described hereinabove, unless

otherwise stated, and any additional real estate owned or acquired by Developer and developed in conjunction with Dogwood Estates.

D. "Owner" 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 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.

E. "Builder" shall mean any builder, contractor, investor or other person or entity who purchases a Lot in Dogwood Estates, for the purpose of resale thereof to a Public Purchaser, or for the purpose of constructing improvements thereon for resale to a Public Purchaser.

F. "Single Family Residence" shall mean a structure containing one dwelling only and occupied by not more than one family.

G. "Lot" shall mean any parcel of real property designated as a Lot on any recorded Subdivision Plat within Dogwood Estates, or any additions thereto, with the exception of any areas designated as Common Areas.

H. "Public Purchaser" shall mean the first person or other legal entity, other than the Developer or a Builder, who becomes an Owner of any Lot within Dogwood Estates.

I. "Subdivision Plat" shall mean a recorded plat covering any or all of the property referred to in this Declaration.

J. "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. Lots situated at lower elevations than other lots will forfeit this protective classification.

K. "Corner Lot" shall mean any Lot which abuts, other than at its rear line, upon more than one street.

L. "Rules" shall mean and refer to those rules and regulations as passed and as promulgated by the Association, or the Board of Directors acting on behalf thereof, under the authority granted by this Declaration, any Supplementary Declarations, Articles of Incorporation or By-Laws.

O. "Homeowners Association" shall mean the association referred to in Article VI of this Declaration.

ARTICLE II Architectural Control

Section 1: Review by Committee. No structure, residence, accessory building, tennis court, swimming pool, fence, mailbox, wall, lot drainage works, exterior area lighting or other improvements shall be constructed or maintained upon any lot unless complete plans, specifications, and plot plans therefor showing the exterior design, height, building material and color scheme thereof, the location of driveways, and fencing shall have been submitted to and approved in writing by the Architectural Review Committee ("Committee").

Section 2: Duties. The Architectural Review Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the

properties conform and harmonize with the existing surroundings and structures.

Section 3: Procedures.

A. The Architectural Review Committee shall approve or disapprove all plans and requests within thirty (30) days after receipt by the Committee. In the event the Architectural Review Committee fails to take any action within thirty (30) days of their receipt of the written request, approval shall be presumed and this article shall be deemed to have been fully complied with.

B. The Architectural Review Committee shall maintain written records of all applications submitted to it and of all actions taken. Plans and specifications shall be retained by the Committee for at least one (1) year, and other records and minutes of Committee actions shall be kept for at least four (4) years.

C. A majority vote of the Architectural Review Committee shall be necessary for approval of any request.

Section 4: Approval of Structures. No building, residence, fixture or improvement of any kind shall be installed, constructed, erected or maintained on any Lot, nor shall any addition thereto or alteration thereof be made, until the plans and specifications, in duplicate, showing the nature, kind, shape, heights, materials, color, location and approximate cost thereof, shall have been submitted to and approved in writing by a majority of the Committee. In determining whether to approve or disapprove the plans and specifications, the Committee shall consider the extent to which such plans and specifications conform to these Restrictions, and are in harmony with the exterior design and appearance of similar structures located on the Property and other Lots in light of, among other things, the: (i) quality of workmanship; (ii) nature and durability of materials, (iii) choice of colors; (iv) changes in topography, grade elevations and/or drainage; (v) factors of public health and safety; (vi) effect on the use, enjoyment and- value of other Lots; and, (vii) general aesthetic nature of the Property.

Section 5: Architectural Review Committee. There shall be an Architectural Review Committee (the "Committee") initially composed of three (3) representatives chosen by the Developer for the purpose of implementing and enforcing the Restrictions set forth herein. Within six (6) months following the Developer's transfer and conveyance of all of the Lots on the Property, the Committee shall then be elected by a majority vote of the Lot owners. The members of the Committee shall each serve for a term of one (1) year from the date of selection. Thereafter, on the first annual anniversary date of the first elected Committee, the members of the Committee shall be elected by a majority vote of the Lot owners on an annual basis. A member may serve multiple terms. If any Committee member resigns or conveys fee simple title to his or her Lot, the remaining Committee members shall select another Lot owner to complete the unexpired term of such resigning or departing Committee member. A majority vote of the Committee shall be necessary for approval of any request to develop or improve.

Section 6: Liability of Committee. The Architectural Review Committee shall not be liable in damages to any person submitting a request for approval, or to any Lot Owner by reason of any action, failure to act, approval or disapproval, or failure to approve or disapprove such request.

ARTICLE III

Use and Building Restriction Applicable to Single-Family Residential Lots

Section 1: The following restrictions are imposed upon each residential lot for the benefit of all Lot Owners.

Section 2: Single-Family Residential Use. Except as provided herein for Developer's offices, and except the common areas, all Lots shall be used, improved and devoted exclusively as a one-family dwelling 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 dwelling from time to time, by the Lot Owner thereof, subject to all provisions of the Declaration.

The Lots, exclusive of the common areas, shall be occupied and used for single family residence purposes only, and no building, improvement or other structure shall be erected, placed or permitted to remain on any Lot, except one detached single family dwelling house above the surface of such Lot together with a storage type building approved by the Architectural Review Committee under this Article. However, real estate sales, management and construction offices may, with the prior written consent of a majority of the Committee, be erected, maintained and operated on any Lot, or in any building or structure now or, hereafter erected thereon, if such offices are used solely in connection with the construction, management; marketing and/or development of the Property or the improvements thereon. No flat or apartment house, although intended for residential purposes, may be erected on any Lot. Further, no trailer, mobile home, tent, shack, garage, barn, outbuilding or other structure of a temporary character shall be used as a residence on any Lot.

Section 3: Storage-Type Building. Notwithstanding the restrictions imposed by Sections 2 of this Article, one storage type building or shed may be erected on a lot if, prior to construction, it is found to conform to the master plan for such improvement approved by the Architectural Review Committee. The storage type building or shed shall be of the design, materials and specifications as set forth below:

- A. The Lot owner shall comply with all city, county and state ordinances, codes, rules and/or laws applicable to the construction of the approved structure:
- B. The approved structure shall be situated on a concrete pad, outside the minimum building setback line, and in the location approved by the Architectural Review Committee.
- C. The approved structure shall be constructed using the same materials, including style and, color, as those used in the construction of the front facade of the residence.
- D. The roof shall be Constructed of the same shingles as existing on the main residence, and shall have a pitch of eight (8) rise and twelve (12) run or greater, and it shall have at least a twelve (12) inch overhang with aluminum of vinyl soffits and fascia.
- E. The walls and sides shall have a height of not more than eight (8) feet, and the outside dimensions of the approved structure shall not exceed a width of ten (10) feet or a length of sixteen (16) feet.
- F. The approved structure shall have appropriate ventilation.
- G. The approved structure shall be completed within ninety (90) days (start to finish) from the start of framing.

Section 4: Manufactured Sheds. In lieu of but not in addition to a Storage-Type Building as described in Section 3, a manufactured shed may be placed in a rear yard area if, prior to delivery, it has been approved for use by the Architectural Review Committee.

Section 5: Common Areas. Storage type buildings, sheds, manufactured

sheds, or any other type of detached structure will not be permitted on lots around the common lake area.

Section 6: Animals. No animals, fowl or livestock may be kept, maintained or bred on any Lot, or in any building, residence, structure or other improvement thereon, except that dogs, cats or other similar domestic household pets maybe kept up to a total of two (2), and then only if they are kept solely as domestic pets and not for breeding or 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 on a Lot without approval of the Architectural Review Committee, and then only if it is not visible from neighboring property. The phrase "commercial purposes" shall be given a liberal interpretation.

Section 7: Antennae. No outside television or radio aerial antenna shall be erected, installed or maintained on any Lot, except that satellite dishes may be erected on any Lot as long as such dish is located behind the residence on such Lot and is enclosed with fencing compatible with the overall character of the Lot and is in accordance with these Restrictions. (The Architectural Review Committee may allow a variance and permit a satellite dish not exceeding 24 inches in diameter to be situated on the side of the residence, taking into consideration the location of the lot, the existence of landscape screening, and the views of adjacent or adjoining Lot owners.)

Section 8: Setback Requirements. No building, structure, residence or other improvement shall be erected, placed, installed, constructed or permitted to remain on any Lot nearer to any street than the minimum building setback line for such Lot as shown on the Plat. If two residences are located on adjacent Lots fronting on a street which are set back different distances therefrom, no fence or wall between them (other than necessary retaining walls) shall be closer to such street than the rear of the residence closest to the street.

Section 9: Fences

A. Fences are not encouraged, but properly constructed and installed fences may be approved for construction by the Architectural Review Committee upon submission of plans and specifications. The erection of a fence is subject to the approval of the Architectural Review Committee, which requires compliance with the conditions set forth herein.

B. No fence shall extend nearer to the front wall of the house more than fifty (50%) percent of the distance between the rear wall of the house on each side to the front wall of the house on each side.

C. Perimeter fences shall not be erected on any lot within the setback area from any street as shown on the Plat, and no fence on any lot shall exceed the height restrictions permitted herein or impede surface drainage.

D. All fences shall be installed and finished professionally, or in a professional like manner and appearance within 90 days (start to finish) from the start of framing. All fences shall be maintained in good condition. If damaged, the Lot owners of such fences shall cause repair thereto within sixty days of the date of the damage.

E. Chain link fences are not permitted, except as may be necessary in the common areas.

F. No fence of hedge shall be permitted between the front wall of the house and the adjoining street or across the front yard.

G. All Lots, shall not have any fence other than a privacy wood fence, and shall be of the design, materials and specifications as set forth below

(1) the privacy wood fence shall be 4 feet (4'0" inches) in height, with the posts being 4 x 4 and the frame being 2 x 4 treated pine material. However, lots that rear or side property lines join a collector type street, drainage way, or previously existing neighborhood may be allowed a greater height bordering those areas. The Architectural Control Board reserves the right to allow greater height when in its judgment it is reasonable and prudent to do so, considering the location of the fence, whether a property is located on the perimeter of the subdivision, comments from adjoining lot owners and related issues.

(2) the material shall be a premium grade oil base pressure treated pine known commonly as "copperwood" or a comparable material.

(3) the supporting structures, and posts on all fences shall be placed on the interior side of the approved fence.

(4) the approved fence shall be in harmony with the design and appearance of other, similarly approved fences.

Section 8: Required Floor Space.

A. No dwelling shall be erected subsequent to the effective date of this Declaration unless it meets minimum square footage requirements as set forth herein. All minimum square footage requirements exclude garages and covered/enclosed porch areas.

B. All single level ranch style houses constructed on lots 8 through 46 shall have not less than 1,600 square feet of finished living space. If a two story house is constructed on lots 8 through 46, it shall have not less than 1,400 square feet of finished living space on the main floor.

C. All single level ranch style houses constructed on lots 47 through 102 shall have not less than 2,000 square feet of finished living space. If a two story house is constructed on lots 47 through 102, it shall have not less than 1,700 square feet of finished living space on the main floor and a total of not less than 2,400 square feet of finished living space.

Section 9: Maintenance of Lawns and Plantings

A. Yards must be properly graded to ensure proper drainage, and finished with at least two (2) inches of topsoil. The entire yard in new home construction shall be sodded and/or hydra-seeded.

B. Each Lot Owner shall keep all shrubs, trees, grass and plantings, including the area located between the boundary line of his/her property and the street on which the Lot Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material.

C. In the event that any Lot Owner fails to maintain his/her lawn or plantings as provided herein, the Association, or its agents, may enter upon said Lot and may do so, and the Lot Owner shall reimburse the Association for its costs, damages and/or attorneys fee, upon demand. The Association may enforce collection of it in the same manner as it such costs, damages and attorneys fees were an assessment and shall have all powers and rights to so collect as set forth in Article X below.

D. Each Lot owner shall plant at least six-foot in height two (2) shade trees in the front yard, and one (1) dogwood tree, which may be planted anywhere on the lot, as soon as practicable upon taking title to and/or possession of such Lot.

E. Any trees of any size or type which are located on the Lot at the time of the owner taking title thereto and/or possession thereof shall not be removed at any time by the owner of such Lot, except as may be necessitated by acts of God or in order to prevent damage to the residence on such Lot or deterioration of the aesthetic nature of such Lot and/or the Property through, by way of example, ensuring stable and continued growth of neighboring trees or as allowed by the Architectural Review Committee.

Section 10: Nuisance. No nuisance, such as the burning of trash, shall be maintained, allowed or permitted on any Lot. No portion of any Lot shall be used in any manner, which may be noxious or detrimental to the health or safety of other Lot owners. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot. No odors shall be permitted to arise therefrom so as to render any such Lot or any portion thereof or to its occupants. The developer or the Board of Directors 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, structure or fence upon any Lot 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 12: Trash, Containers and Collection. No garbage or trash shall be placed or kept on any property except in covered containers of a standard type; and, 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 13: Clotheslines Prohibited. No permanent exterior clothesline shall be erected, installed or maintained in any Lot; provided, however, collapsible or retractable clotheslines may be maintained or placed exclusively within an area not visible from Neighboring Property.

Section 14: Location of Utilities. Water, gas, lights, telephone and other utilities, including all equipment connected therewith, shall be located underground when practicable.

Section 15: Oversize Vehicles Prohibited. No boats, campers, trailers, recreational, motor homes or like vehicles, or commercial vehicles shall be parked or stored on any Lot or subdivision street. No commercial vehicle shall be parked on any Lot or subdivision street longer than is reasonably necessary for the performance of the business function to which it relates.

Section 16: Signs Prohibited. No advertising or display signs of any size or character shall be placed or maintained on any part of any Lot without the prior written consent of a majority of the Committee; provided, however, customary "For Rent" or "For Sale" signs, not larger than twenty-eight inches wide and twenty inches high, may be placed in front of a residence by any Lot owner or such owner's agent.

Section 17: Compliance with Existing Laws and Restrictions. Each Lot owner shall improve, use and occupy such Lot in accordance with existing zoning laws and ordinances, if any, and the covenants, terms, provisions, benefits, burdens and restrictions of these Restrictions.

Section 18: Height Limitation. No residence of more than two (2) levels in height above ground level shall be elected on any Lot without the prior written consent of a majority of the Committee.

Section 19: Above Ground Pools Prohibited. No above ground swimming pool of any size shall be erected, installed, constructed or permitted to remain on any Lot

Section 20: Garages. Each residence constructed on each Lot shall have an attached garage sufficient to accommodate not less than two (2) full size automobiles. All doors thereto shall, at all times, be kept closed when not in use. 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 21: Roofs.

A. All roofs on Lots 47 through 102 shall have an exterior surface of imitation shake (architectural composition) shingles not less than two hundred forty (240) pounds per square with a twenty-five (25) year warranty. All roofs of Lots 8 through 46 shall be permitted to have an exterior surface of composition shingles.

B. All roof pitches on all Lots must be eight (8) rise and twelve (12) run or greater.

C. All roofs on all Lots shall have at least a sixteen (16) inch overhang, with aluminum or vinyl soffits, fascia and gutters.

Section 22: Exterior Walls.

A. All exterior walls of houses, including the sides and backs of the houses, constructed on Lots 47 through 102, shall be constructed only of the following maintenance free materials: brick; stone; stucco; or some combination of these three materials.

B. The front exterior facade of houses constructed on Lots 8 through 46 must be constructed of the following maintenance free materials: brick; stone; stucco; or some combination of these three materials. The exterior walls of the sides and back of the houses on such lots shall be constructed of maintenance free materials, which may be materials other than brick, rock or stucco.

Section 23: Commercial Activity Prohibited. No commercial activity of any kind shall be conducted on any Lot, except for promotional sales activities conducted by the Developer, owners or their agents.

Section 24: Storage Tanks Prohibited. No tank for storage of fuel or any other similar item shall be maintained on any portion of any Lot,

Section 25: Driveways. All Lots shall have a paved driveway of stable and permanent construction of concrete, which shall extend from the fronting street to the garage door of the dwelling house located thereon.

Section 26: Basketball Goals. No basketball goals shall be attached to a residence or garage on any Lot; provided, however, portable basketball goals may be placed in the back of any Lot, not closer to the street than the back exterior wall of the house. No basketball goal of any type may be placed or maintained in the streets or in front of the Lots.

Section 27: Parking. Cars, motorcycles, or any other type of motorized vehicle may be parked only on the paved driveways of Lots on the Property, and may not be parked,

either temporarily or permanently, on any other part of the Lot. Junk vehicles and vehicles in a noticeable state of disrepair, including but not limited to paintwork, shall not be parked on driveways. No vehicle shall be parked overnight on a subdivision street. Any work done on a motor vehicle other than minor repairs lasting less than one hour or washing and cleaning of the vehicle shall not be performed in the driveway of any Lot.

Section. 28: Completion. All structures on the Property, including but not limited to, dwelling houses, shall be completed within a reasonable time after commencement of construction. In the event any structure is partially destroyed by fire, windstorm, or other act of God, the same shall be repaired, refurbished, rebuilt, or completely removed within a reasonable time after such partial destruction. The determination of what time period constitutes a "reasonable time" shall be made by the Committee, in its sole and absolute discretion, which shall consider the facts and circumstances surrounding the particular situation, condition, or occurrence.

Section. 29: Mailboxes. Each Lot owner shall construct a mailbox, which shall be completed within five (5) days of occupying a Lot. The mailbox shall be of the design, materials, and specifications approved by the Committee.

**ARTICLE IV
Property Rights**

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 following provisions:

A. The right of the developer or Association to limit the number of guests of Members; the right of the developer or Association to limit the Common Areas which may be used by guests of Members; the right of the developer or 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.

C. The right of the developer and/or Association to suspend voting rights and the right to use the recreational areas for a period not to exceed ninety (90) days for any infraction of this Declaration, any Supplement any Declarations thereto: By-Laws of the Association or any Rules which may be imposed by the Association.

D. The right of the developer or Association to dedicate or transfer all or any part of the Common Area to any governmental agency, authority, of public or private utility for such purposes.

E. The right of the Association to promulgate and enforce the rules and regulations in connection with the properties described herein or any additions thereto.

Section 2: Assignment of Use. Any owner may assign in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities, to the members of his family, his tenants, or contract purchasers who lawfully reside on such Owner's Lot.

**ARTICLE V
Property Subject to the Dogwood Estates; Lot No. 8-103 Restrictions**

Section 1: General Description.

A. All Lots of the Property described herein and shown on the plat of Dogwood Estates, namely Lots 8 through 103 shall be held, conveyed, encumbered, occupied, leased, sold, built upon or otherwise used, improved or transferred in whole or in part, subject to the Declaration, as amended or modified from time to time.

B. 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 and perfecting the value, desirability, and attractiveness of said real property and every part thereof. This Declaration shall run with all of the real property within Dogwood Estates, for all purposes and shall be binding upon and inure to the benefit of Developer, the Association, all Builders and all Owners and their successors in interest.

C. Additional lands may be subjected to the covenants, terms and provisions of this Declaration by the Developer. At such time as the Developer owns no Lot in Dogwood Estates, additional lands may be subjected to the covenants, terms and provisions hereof upon the written approval of (i) two-thirds (2/3) of the votes of Owners entitled to vote who are present in person or by proxy at the meeting at which such vote is taken; (ii) the owner of the land to be added and subjected to this Declaration; and, (iii) any lender possessing an interest in such land as security for an obligation. The addition shall be evidenced by the recording of an amendment to this Declaration among the records of Christian County, Missouri, pursuant to Article X, Section 3, hereof.

ARTICLE VI

Dogwood Estates Homeowners' Association

Section 1: Organization.

A. The Association. The Association shall be a non-profit corporation organized and existing under the General Non-Profit Corporation Act of the State of Missouri, charged with the duties and invested with the power prescribed by law and set forth in its Articles of Incorporation, By-Laws, and this Declaration of Restrictions, Covenants, and Conditions of Dogwood Estates. 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. It shall govern all Lots except as indicated otherwise herein. The Association shall be established by the Developer at such time as it deems it appropriate, but no later than three (3) months after the last lot is sold. In the event the Developer does not act within that time frame, the owners may establish the Association in accordance herewith.

B. 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 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 and By-Laws.

Section 3: Rules. By a majority vote of the Board, the Association 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 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 of Incorporation and By-Laws. 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 promulgation, said Rules 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 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 Review 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 him, acted in good faith, without willful or intentional misconduct.

Section 5: Responsibility of Common Areas. The Association shall have the responsibility for maintaining the common areas and shall be responsible for the payment of any taxes and insurance on the common areas.

Section 6: Dissolution of Association. The Association shall not be dissolved without written approval and consent of two-thirds (2/3) of the votes of Owners entitled to vote who are present in person or by proxy at the meeting at which such vote is taken. No vote on the dissolution of the Association shall occur without (1) Notice Of Intention to Dissolve Association being delivered by the Board of Directors to each lot owner within 14 days of the scheduled vote; and, (2) the Board of Directors being in compliance with file Articles of Incorporation and By-Laws. The Notice of Intention to Dissolve Association shall set forth the Board of Directors' reasons for dissolving the Association.

ARTICLE VII

Membership and Voting Rights

Section 1: Every 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. 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 by the Association. There shall be one vote per lot.

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

ARTICLE VIII

Covenant for Assessments

Section 1: Covenants For Payment of Annual and Special Assessments. Each Lot Owner, upon acceptance of a deed or other instrument of conveyance transferring any such Lot shall be deemed to have covenanted and agreed, whether or not expressed in the deed or other instrument of conveyance, to pay the Association annual and special assessments, which shall be established and collected as provided in this Declaration. Such assessments, together with interest thereon at the rate of ten percent (10%) per annum from their due date, and the costs of collection and reasonable attorneys' fees incurred therewith, shall be a charge in, and continuing lien upon, each Lot against which such assessment is charged, and shall also be the personal obligation of the Owner of such Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of such Owner's Lot. No lots owned by the Developer shall be subject to the assessments heretofore except any lot on which a completed residence is constructed.

Section 2; Purpose of Annual Assessment. The annual assessments shall be used exclusively for promoting the use, recreation and enjoyment of the Lot Owners, through the improvement, operation and maintenance of the Common Areas, and shall include, but shall not be limited to, the payment of taxes and insurance on the Common Areas and any improvements, facilities or amenities thereon.

Section 3: Imposition of Annual Assessment. The annual assessment for the calendar year encompassing the conveyance of the first portion of any Common Area to the Association and thereafter shall be \$200.00 per Lot; provided, however, the maximum permissible annual assessment may be increased each year by fifteen percent (15%) of the annual assessment for the previous year by a vote of two-thirds (2/3) of the Owners entitled to vote at a meeting called for such purpose. The Board of Directors of the Association shall fix and levy the annual assessments against each Lot no later than December 1 of the year preceding the year in which such assessment shall be imposed. The Directors may also fix and levy any annual assessments at an amount not in excess of the annual assessment applicable to the preceding year, without the necessity of a vote of the Membership of the Association. Notice to the Owners of the imposition of such assessments shall be made by the Directors. In the event there is an annual assessment past due on a lot sold, it shall be the responsibility of the buyer to cause any such past due amount to be paid.

Section 4: Imposition of Special Assessments. In addition to the annual assessments authorized herein, the Directors may, on any single occasion during any year, levy a special assessment for the purpose of defraying, in whole or in part, the cost of installation, construction, reconstruction, repair or replacement of any capital improvement, fixture or other facility located on any portion of the Common Areas upon the approval by two-thirds (2/3) vote of the Owners of the Association entitled to vote at a meeting called for such purpose. The due date for such special assessments shall be established by the Directors in the resolution authorizing the same, which shall be no later than forty-five (45) days after the date of such resolution. Notice to the Owners of the imposition of such assessments shall be made by the Directors.

Section 5: Commencement of Annual Assessments. The annual assessments shall commence and become due and payable on the first day of January of each year. The responsibility for the payment of annual assessments is on the Owner as of January 1 of each year.

Section G: Record and Payment of Annual Assessments, Remedies For Collection. On or about February 1 of each year, the Board of Directors shall prepare a roster of the Lots, and annual or special assessments charged thereon, which shall be kept in the registered office of the Association, and shall be open to inspection by any Lot Owner. If any annual or special assessment is not paid within thirty (30) days of the due date, the assessment shall become a lien on the Lot to which it applies and a personal obligation of the Owner of such Lot, and shall bear interest from the due date at the rate of ten percent (10%) per annum, and the Developer or the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot for such assessment, and the reasonable costs of the action, interest and attorneys' fees incurred therewith, shall be added to such assessment. The Board of Directors may consider the application of hardship by any Owner and agree to the scheduling of payments, but payments shall include consideration of applicable interest.

ARTICLE IX Care of Common Area

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 improvements or portion thereof upon any such area.

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. Replace injured or diseased trees or other vegetation in any such area, and plant trees, shrubs, annuals and perennials, and ground cover to the extent that the Board deems necessary or desirable for the conservation of water and soil and for aesthetic purposes.

D. Place and maintain upon the Common Area any 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 deems necessary to preserve and protect the property and the beauty thereof, in accordance with the general purposes specified in the Declaration.

F. The Board shall be the sole judge as to the appropriate maintenance of all ground within the Common Area.

Section 2: Use of Common Areas. The Common Areas, having been conveyed to the Association by the Developer, shall be set aside for the common use, benefit and enjoyment of each Lot Owner. No structure, fixture or other improvement of any kind shall be installed, erected, placed or maintained on any portion of the Common Areas, except: (a) structures, fixtures, or improvements designed exclusively for community use; (b) water, storm, sewer, gas, electric, telephone and other utility systems and structures; and, (c) trees, shrubs or other aesthetic and cosmetic items of landscape maintained thereon for the use, comfort and enjoyment of the Lot Owners, and for the establishment, retention or preservation of the natural growth and topography of the Common Areas.

Section 3: Noxious Activity Prohibited. No noxious or offensive activity or similar nuisance shall be permitted on any portion of the Common Areas, nor shall anything be done which is or would become an annoyance or nuisance to the Lot Owners.

Section 4: Management of Common Areas. The Association shall improve, develop, supervise, manage, operate, examine, inspect, repair, restore and otherwise maintain the Common Areas and any fixtures, improvements or other amenities placed or installed thereon, as maybe needed from time to time, at its own cost and expense.

Section 5: Owners' Use of Common Areas. The right of each Lot Owner and such Owner's guests to use the Common Areas shall be subject to and exercised in conformity with the terms, conditions, provisions and restrictions set forth herein, and to any rule or regulation adopted by the Board of Directors for the safety, care, welfare, maintenance and cleanliness of the Common Areas. All such terms, conditions, provisions, restrictions, rules and regulations shall inure to the benefit of, and shall be enforceable by, the Association or the Developer, or their respective successors, representatives and assigns, against any Owner violating the same, either by an action at law or equity. Further, the Association or the Developer, or their respective successors, representatives and assigns, shall have the right to summarily abate and/or remove any item or matter from the Common Areas constituting a breach or violation of this Declaration by any Owner or such Owner's guests at the cost and expense of such

Owner, which shall be promptly reimbursed by the Owner to the Association any unreimbursed costs and expenses shall be a personal obligation of such Owner, and shall become a lien on the Lot of the Owner.

Section 6: Damage or Destruction of Common Area by Owners. In the event any Common Area willfully or maliciously is 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, at its option, shall so repair said damaged area. 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.

ARTICLE X General Provisions

Section 1: Enforcement. The Developer, Association, or any Lot 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 hereinafter imposed by the provisions of this Declaration as modified and amended. Failure by any Owner to enforce any covenant of 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 force and effect.

Section 3: Amendments.

A. The covenants and restrictions of this Declaration shall run with the land for a term of thirty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years unless otherwise amended as herein provided.

B. This Declaration may be amended in whole or in part by an instrument in writing executed by the Association, with approval by two-thirds (2/3) votes of the Owners entitled to vote. No amendment pertaining to the dissolution of the Association, however, shall occur without compliance with Article VI, Section 6.

C. No amendment shall be effective until it is recorded in the deeds records of Christian County, Missouri.

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 a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association, or any Owner or Owners of lots within Dogwood Estates. However, any other provision to the contrary notwithstanding, only the Association, or its duly authorized agents, 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 Dogwood Estates 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: Breach or Deficiency of Owners. The Developer or Association shall have the right to fix, replant, repair, adjust, or otherwise correct any violation, breach, or other deficiency of any Owner. Prior to performing such fixing, replanting, repair, or adjustment, the Developer or Association shall give the Owner five (5) days written notice of the deficiency. If the Owner then fails to correct the deficiency within the five (5) days, Developer or Association may then elect to correct the deficiency and charge the Owner the expense of fixing, replanting or repair plus twenty-five percent (25%) or Twenty-five Dollars (\$25.00), whichever is greater. Such charges shall become a lien on the Owner's property. Should the Owner refuse to pay the sums due, then the Owner shall pay all reasonable court costs and attorney fees of collection. The Association or Developer shall not, under any circumstances, be liable for trespass or any other cause of action when repairing or performing any acts within these Covenants.

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, their heirs, personal representatives, successors, transferees and assigns, binds all heirs, personal representatives, successors and assigns, to the covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereto. In addition, each such person or entity by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby.

Section 9: 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 effected upon delivering a copy of same in the United States mail, by certified mail, return receipt requested, and addressed as follows:

A. If to the Association or Architectural Review Committee, to:

Souter-Glover Investments, LLC.
1432 W. Mt. Vernon
Nixa, MO 65714

B. If to the Developer, to:

Souter-Glover Investments, LLC
1432 W. Mt. Vernon
Nixa, MO 65714

C. If to an Owner or Builder, to:

Address of any Lot Owner within Dogwood Estates,
or such other address last furnished by the Owner to the Developer or Association.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed on this _____ day of _____, 2006.

DEVELOPER:

Souter-Glover Investments, LLC

By: Robert Souter, Member

DRAFT

State of Missouri)
) ss.
 County of)

On this _____ day of _____, 2006, before me personally appeared Robert L. Souter, to me personally known, who, being by me duly sworn did say that he is a member Souter-Glover Investments, LLC, a MO limited liability company, and acknowledged that he executed the same as his free act and deed and as the free act and deed of said limited liability company.

In Testimony Whereof, I have set my hand and affixed my official seal the day and year first above written.

DRAFT

 Notary Public

**FIRST AMENDMENT TO THE
DOGWOOD ESTATES SUBDIVISION
DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS**

THIS FIRST AMENDMENT, made as of the 18 day of May, 2009, by Dogwood Estates Homeowners Association, (sometimes referred to as the "Association");

WITNESSETH:

WHEREAS, Developer, duly authorized agent of the Owner, previously filed the Dogwood Estates Declaration of Covenants, Conditions & Restrictions in Christian County on August 23, 2006, in Book 2006 at Page 16732; and

WHEREAS, Developer has previously executed and filed with the Recorder of Deeds of Christian County, Missouri, a two plats of the subdivision known as "Dogwood Estates Phase 1 and Dogwood Estates Phase 2"; and

WHEREAS, at least two-thirds of the owners of the above referenced lots have agreed to the following Amendment to the above referenced Declaration, as attested by their signatures appended hereto and the signature of the President of the Association;

NOW, THEREFORE, in consideration of the premises contained herein, the following provisions shall amend or supplement the original instrument recorded as aforesaid in Book 2006 at Page 16732.

1. The legal description of the property affected by this Declaration and as contained therein was shown as follows:

All of Lots Eight (8) through Forty-Six (46) and Lots Forty-Seven (47) through One Hundred Three (103), Dogwood Estates, a subdivision in Nixa, Christian County, Missouri.

Plats recorded as set forth below have had certain emendations with respect to numbering of certain lots and the addition of Phases for the subdivision, and this instrument is provision brings the Declaration into conformity with the recorded Plat designations as follows:

Original DesignationPlated & Known As

Lots 8 through 46
Lots 47 through 103

Lots 8 through 46, Phase 1
Lots 1 through 57, Phase 2

Any reference in the original Declaration to Lots 47-103 shall be read to mean the newly renumbered lots 1-57, Phase 2, and any reference to lots 8-46 shall be read to mean lots 8 through 46, Phase 1. References to lots 8-103 shall mean lots 8-46, Phase 1 and 1-57 Phase 2.

2. The legal description of the property encumbered by the Declaration and this amendment thereto are as follows:

Lots Eight (8) through Forty-Six (46), Dogwood Estates Phase 1, and Lots One (1) through Fifty-seven (57), Dogwood Estates Phase 2, a subdivision in Nixa, Christian County, Missouri, according to the recorded plats thereof.

3. For the purpose of clarity, it is stated that Lots 1-7, which are a part of Dogwood Estates Phase 1, are not affected by, subject to, or encumbered by this Declaration.

4. The original recorded Declaration shall be read to conform with the above stated lot numbering and designations, as shown on the Plat books, which plats were recorded in the Recorder's Office as follows:

Plat of Dogwood Estates Phase 1 (containing lots 1-46), recorded 8/23/2006 in Book H, Page 501, as file no. 2006-00016887, (slide 2673); and

Plat of Dogwood Estates Phase 2 (containing lots 1-57), recorded 2/7/2007 in Book H, Page 550, as file no. 2007-00002426 (slide 3133).

5. Article III, Section 8: Required Floor Space, and Section 9: Maintenance of Lawns and Plantings, are incorrectly numbered so as to duplicate existing Section 8: Setback Requirements and Section 9: Fences, and are thus renumbered as follows:

Section 8: Required Floor Space is hereby renumbered Section 9a.

Section 9: Maintenance of Lawns and Plantings is hereby

shall be sodded and the remainder of the yard shall either be sodded, hydra-seeded or seeded and strawed."

11. Article III, Section 3: Storage-Type Building and Article III, Section 4: Manufactured Sheds, shall not to apply to the lots of Phase 2. Owners of lots in Phase 2 shall submit plans to the Architectural Control Committee for approval prior to commencing construction on any out-building.

12. The first sentence of Article VIII: Covenant for Assessments, Section 3 is amended to read as follows:

"Section 3: Imposition of Annual Assessment. The annual assessment for the calendar year encompassing the conveyance of the first portion of any Common Area to the Association and thereafter shall be \$50.00 per Lot; provided, however, the maximum permissible annual assessment may be increased each year by fifteen percent (15%) of the annual assessment for the previous year by a vote of two-thirds (2/3) of the Owners entitled to vote at a meeting called for such purpose."

13. The following sentence shall supplement the said Article VIII, Section 3, to be added to the end of said section:

"Notwithstanding anything to the contrary contained herein, the lots of Phase 1 shall not be members of the Homeowners Association, described in Article VI, or be required to pay any Association fee, as such lots contain no common areas to be maintained, and do not have access to the lake in Phase 2."

14. Article VIII, Section 5: Commencement of Annual Assessments is hereby amended to read as follows:

"The annual assessments shall commence and become due and payable on the first day of January of each year. The responsibility for the payment of annual assessments is on the Owner as of January 1 of each year. However, such assessments shall not commence until occupancy permits have been issued on at least one-half (½) of the lots of Phase 2."

15. Section G of Article VIII, is hereby corrected to read Section 6.

16. All other terms and provisions of the original instrument, except as amended or supplemented hereby, shall remain the same.

IN WITNESS WHEREOF, the Association, upon approval of at least a two-thirds majority of the votes eligible to vote, a list of which is appended hereto, has caused this First Amendment to be executed by its duly authorized President on the date first

shall be sodded and the remainder of the yard shall either be sodded, hydra-seeded or seeded and strawed."

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16. All other terms and provisions of the original instrument, except as amended or supplemented hereby, shall remain the same.

IN WITNESS WHEREOF, the Association, upon approval of at least a two-thirds majority of the votes eligible to vote, a list of which is appended hereto, has caused this First Amendment to be executed by its duly authorized President on the date first

CONSENT TO DEVELOPER TO FILE AMENDMENT

We, the undersigned owners of the lot/s shown below, agree to the First Amendment to the Dogwood Estates Subdivision Declaration of Covenants, Conditions and Restrictions, a copy of which has been provided to me. We also authorize the direct the Developer to file such instrument upon approval, in the records of the Recorder of Deeds, Charistian County, Missouri.

<u>Name</u>	<u>Lot Owned</u>
Jonda Holland	42
Cheryl M. Kay	41

James Stokes 203 N Bonda Way
 Amanda W. Leann 208 N Leann Dr.
 Randy J. Lewis 1217 W Faye Rd.

Robert L. White 1218 W Avalon St

Stephany B. White 205 N Bonda Way

Kelly Z. Wood 308 N. Bonda Way

Ray White 204 Lee Ann

Ray White 208 Lee Ann

Ray White 204 Bonda Way

Robert A. Leann - All lots in Phase II except lot 46 (50) and 3 lots in Phase I

Faye Leann All 50 lots in Phase II except lot 46 and 3 lots in Phase I

Ray White 204 Bonda Way

renumbered Section 9b.

6. Article III, Section 9, paragraph G(1) is hereby amended to read as follows:

"(1) the privacy fence shall be not less than 4 feet (4'0" inches) or more than 6 feet (6'0") in height, with the posts being 4 x 4 and the frame being 2 x 4, of treated pine material, if wood. However, lots with rear or side property lines that join a collector type street, drainage way, or previously existing neighborhood may be allowed a greater height bordering those areas. The Architectural Control Board reserves the right to allow greater height when in its judgment it is reasonable and prudent to do so, considering the location of the fence, whether a property is located on the perimeter of the subdivision, comments from adjoining lot owners and related issues."

7. Article III, Section 9a: Required Floor Space, paragraph (C), is amended to read as follows:

"C. All houses constructed on lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 31, 47, 48, 49, 50, and 55, Phase 2, shall have not less than 1,400 square feet of finished living space.

All houses constructed on lots 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 51, 52, 53, and 54, Phase 2, shall have not less than 1,600 square feet of finished living space."

8. Article III, Section 21: Roofs, paragraph B is hereby amended to read:

"B. All roof pitches on all lots must be seven (7) rise and twelve (12) run pitch or greater."

9. Article III, Section 22, paragraph A shall be amended as follows:

"A. All exterior walls of houses, including the sides and backs of the houses, constructed on Lots 1 through 57 Phase 2, shall be constructed only of the following maintenance free materials: brick; stone; stucco; or some combination of these materials. Notwithstanding the foregoing, at least 25% of the front facade shall be constructed of masonry."

10. Article III, Section 9b: Maintenance of Lawns and Plantings, paragraph A is hereby amended to read as follows:

"A. Yards must be properly graded to ensure proper drainage, and finished with at least two (2) inches of topsoil. The entire front yard in any new home construction in Phase 1 and Phase 2