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REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Linda S. Montgomery
RECORDER OF DEEDS

recsmb

PRAIRIE VIEW ESTATES PHASE I DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions for Prairie View Estates Phase I made, on the date hereinafter set forth, by **LANDMARK BUILDING & DEVELOPING COMPANY, L.L.C.**, a Missouri Limited Liability Company, Grantor (the "**Developer**").

WHEREAS, Developer is the owner of record of the real property described in the attached **Exhibit A**, hereinafter called **Prairie View**, and hereinafter referred to as the "**Property**"; and

WHEREAS, Developer desires to provide for the development of **Prairie View** with detached, Single-family homes and to provide for the maintenance, improvement and administration of the **Prairie View** community; and

WHEREAS, the final plat of **Prairie View** is recorded in the office of the Recorder of Deeds of **Greene County, Missouri**;

NOW THEREFORE, Developer does hereby declare that **Prairie View** Subdivision shall be subject to the covenants, conditions and restrictions, easements and charges hereinafter set forth, hereafter referred to as "**Restrictions**," which shall run with the land and be binding on all present and future owners, and shall inure to the benefit of each owner of the land included in **Prairie View**,

ARTICLE I
Definitions

Terms found in the Declaration of Restrictions are defined as follows:

- (a) **"Prairie View or "Subdivision"** shall mean the Property as set forth above.
- (b) **"Declaration"** shall mean this Declaration of Covenants, Conditions and Restrictions set forth in this entire document.
- (c) **"Developer"** shall mean **Landmark Building & Developing Company, L.L.C.**, its successors and assigns and any entity designated by Landmark Building & Developing Company, L.L.C., as a developer or successor.
- (d) **"Lot"** shall mean any parcel of real property designated as a lot on the recorded plat of Prairie View or any additions thereto.
- (e) **"Owner(s)"** shall mean the recorded owner, whether one or more persons or entities, of a fee or divided 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.
- (f) **"Property"** or **"Properties"** shall mean and refer to the property described in **Exhibit A** attached hereto, and referred to as Prairie View, or any additional real estate acquired by Developer and developed in conjunction with Prairie View, upon filing an amendment with the Greene County Recorder of Deeds stating the legal description of any additional real estate to be included in the Property.
- (g) **"Single-Family Residence"** shall mean a structure containing one dwelling only and occupied by not more than one family.
- (h) **"Subdivision Plat"** shall mean a recorded plat of Prairie View Estates Phase I, being the property described in Exhibit A attached to these Covenants, Conditions and Restrictions.
- (i) **"Visible From Neighboring Property"** shall mean, with respect to any given object, that such object is or would be visible to a person six (6) 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.
- (j) **"Association"** shall mean the **Prairie View Estates Property Owners Association, a Missouri not for Profit Corporation.**
- (k) **"Common Area"** or **"Common Property"** shall mean all real property, including improvements and fences thereon and easements pertinent thereto, owned by the Association or designated or shown as common area, community area, detention basins or storm drainage facilities located in drainage easements or common areas, constructed channels and drainage ways, storm water detention areas, water quality and sediment basins, storm sewers and inlets shown on the final plat of Pearson Meadows, as recorded, and intended for the common use and enjoyment of the owners and all appurtenances necessary for the proper conveyance, storage or water quality management of storm water runoff including, but

not limited to, detention basins, the drainage easements depicted on the final plat and any off site easements granted by the Association, and the landscaped portion of any street, medians, traffic islands, cul-de-sac islands, or landscaped areas within any public street within the property, any private streets, entry roads, curb and gutter, sidewalks and other improvements as shown on the final plat, and such other real property as may be transferred to the Association by the developer.

ARTICLE II

Property Subject to the Prairie View Restrictions

Section 1. *General Declaration Creating Prairie View.* Developer may add additional phases to the Prairie View development, by subdivision into various Lots. Developer may supplement or modify this Declaration with such additional covenants, conditions and restrictions as may be appropriate. Developer's conveyance of Lots is subject to this Declaration, as modified and amended. Developer hereby declares that all of the real property within Prairie View is 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. This Declaration, as amended or modified, is in furtherance of a general plan for the subdivision, improvement and sale said real property and is established for the purpose of enhancing the value, desirability, and attractiveness of said real property and every part thereof. All of this Declaration shall run with all of the real property within Prairie View for all purposes and shall be binding upon and inure to the benefit of Developer and all Owners and their successors in interest.

Section 2. *Additions to Prairie View.* Additional lands may be subjected to this Declaration in the following manner: The Developer, its successors and assigns shall have the right for twenty (20) years from the date of this Declaration to bring within the operation and effect of this Declaration additional portions of land, regardless of whether said properties are presently owned by the Developer, *provided that* the same are adjacent to or have a common boundary or are on the opposite side of any common street or property already subject to these restrictions, and *provided further*, that any extension of the subdivision or modification of these restrictions must be approved by Greene County, Missouri or the City of Springfield, Missouri, if Prairie View has been annexed into the City of Springfield, Missouri. Additions authorized under this **Article II, Section 2**, shall be: made by recording among the records of Greene County, Missouri, a supplement to this Declaration, which need only be executed by the Developer and the owner of such additional land, if the Developer is not the owner thereof, which shall describe the additional land and state that it is subject to this Declaration.

Section 3. With the exception of Public Streets and right-of-ways shown on the final plat of Pearson Meadows, nothing contained in this Declaration shall be deemed to constitute a dedication for public use or to create any rights in the general public. Nothing contained in this Declaration shall be construed as creating an obligation on the part of Greene County or any other governmental authority having jurisdiction over the common areas, including but not

limited to the private streets designated on the final plat, to maintain, repair or replace any portion of the property, the common areas, easements or the appurtenances thereto.

ARTICLE III Architectural Control

Section 1. *Review by Developer.* No structure, residence, accessory building, storage building, tennis court, swimming pool, fence, mailbox, wall, lot drainage works, awning, exterior area lighting or other improvements shall be constructed or maintained upon any Lot, and no alteration to the exterior of a structure shall be undertaken, unless 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, shall have been submitted. to and approved in writing by the Developer. A copy of such plans, specifications and plot plans, as finally approved, shall be kept by the Developer. The applicant shall pay all fees and expenses incurred by the Developer. The Developer may continue to exercise such architectural control over Prairie View, as described in this **Article III** and in **Article IV, Use and Building Restrictions**, until such time as it, or its successors or assigns, shall no longer have any ownership interest in the Property or any other interest, including but not limited to, options to purchase, any of the property described in **Exhibit A** to this Declaration; thereafter, the Association shall exercise such architectural control in such manner as the By-Laws of the Association may provide.

Section 2. *Building Material.* All residences and all appurtenances thereto shall be faced with brick or stone, or a combination thereof, except as hereafter provided. All soffit and fascia shall of aluminum. Chimney chases and canta levers no longer than eight feet (8') of linear length may be of a material not otherwise permitted by this Section with prior approval of the Developer or the Association. No homemade storage building shall be placed on any lot. Only professionally built or premanufactured storage buildings from a reputable company may be approved by the Developer or the Association, and no storage building shall be allowed with a plastic exterior material.

Section 3. *Duties.* The Developer or the Association shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the Properties conform and harmonize with existing surroundings and structures.

Section 4. *Procedures.* The Developer or the Association shall approve or disapprove all plans and requests within thirty (30) days after receipt of all necessary information.

Section 5. *Liability of Developer or Association.* The Developer or the Association shall not be liable in damages to any person submitting a request for approval, or to any Owner by reason of an action, failure to act, approval or disapproval, or failure to approve or disapprove any such request.

ARTICLE IV
Use and Building Restrictions

Section 1. *Restrictions.* The following restrictions are imposed upon each 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 an one-family dwelling. 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. *Animals.* No animals, fowl, or livestock, other than a reasonable number of generally accepted house pets, shall be maintained on any property within Prairie View, 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. In addition to any other legal remedies, upon written request, the Developer or the Association shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally accepted house pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Developer or the Association shall be enforceable as other restrictions contained herein. Pets shall not be allowed loose or unsupervised on any part of the Properties, and pets must be on a leash when walked by their owners.

Section 4. *Antennas and Satellite Dishes.* No antenna or other device for the transmission or reception of electronic signals shall be erected, used or maintained outdoors on any Lot, which antenna or other device shall be visible from the street adjoining the front of said Lot, without prior written approval of the Developer or the Association. TV antennas shall be erected so as to be as inconspicuous as possible, and no such TV antenna shall extend more than six (6) feet above the ridge of the roof of the particular dwelling unit upon which the antenna is located; *provided, however*, that the Developer or the Association shall have the authority to award variances with respect to the foregoing prohibition. No satellite dish larger than three feet (3') in diameter shall be erected, used or maintained on any Lot without prior written approval of the Developer or the Association.

Section 5. *Improvements and Alterations.* No building, including storage buildings, fence, wall, residence, or other structure shall be commenced, erected, improved or structurally altered without the prior written approval of the Developer or the Association. The exterior surface of a single-family dwelling structure shall not be painted or changed in any manner without the prior approval of the Developer or the Association.

Section 6. *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 Prairie View. Temporary buildings or structures used during the construction of a dwelling on any such property shall be subject to the rules of the Developer or the Association and shall be removed immediately after the completion of construction. Any such

temporary buildings or structures shall be approved by Developer or the Association prior to being placed on the property.

Section 7. Motor Vehicles and Trailers. No mobile home or truck larger than three-quarters (3/4) of a ton shall be parked, kept, maintained or repaired upon any property or street (public or private) within Prairie View; nor shall any motor vehicle of any kind be constructed, reconstructed or repaired on public or private property within Prairie View, *provided, however*, the provisions of this paragraph shall not apply to emergency vehicle repairs, or normal vehicle maintenance provided it is conducted entirely in an enclosed garage on the property and can be commenced and completed during the same calendar day; normal vehicle maintenance meaning such things as oil-change, or spark-plug repair.

Section 8. Motor Vehicles; Excessive Noise. No motor vehicles which create excessive noise shall be allowed to operate in Prairie View. In addition to any other legal remedy, if the Developer or the Association does determine that any motor vehicle is creating loud or annoying noises by virtue of its operation within Prairie View, such determination shall be final, and upon notice by the Developer or the Association to the Owner of said vehicle any repairs must be made in a timely fashion. If repairs are not made to remedy the excessive noise, the operation of said vehicle shall be prohibited in Prairie View.

Section 9. Landscaping and Lawns. Each Owner of a Lot is responsible for the maintenance and upkeep of the landscaping and lawn on his Lot including, but not limited to, the following:

(a) **Completion.** Each Owner shall promptly complete the landscaping required by the Developer or the Association, unless the Developer or the Association approves a delay, in writing.

(b) **By Owner.** Each Owner of a Lot in Prairie View shall keep all shrubs, trees, grass, and plantings, including the area 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. In the event that any Owner fails to maintain his lawn, landscaping or plantings as provided herein, the Developer or the Association, or its agents, may enter upon said Lot and may do so, and the Owner shall reimburse the Developer or the Association for its costs upon demand. Any such expense incurred by the Developer or the Association if not paid upon demand shall be as a special assessment and may be enforced as a special assessment.

Section 10. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within Prairie View, and no odors shall be permitted to rise there from so as to render any such Lot, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provision, no exterior sound devices are allowed.

Section 11. Repair of Buildings and Other Structures. No building, structure or fence (including, but not limited to, fences placed around the perimeter of the Property by the

Developer, the inner and outer surfaces of which shall be maintained by the Owner of each Lot abutting such fence and any storm-water detention, retention or filtration devices or structures which shall also be maintained by the Owner of each Lot upon which such a structure may be located) upon any Lot within Prairie View 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 within Prairie View except in covered containers of a standard type approved by the Developer or the Association. The Association shall select a company for weekly trash disposal service for Prairie View, payment for which shall be paid for and included in the annual assessment by the Association. All residents of Prairie View shall be required to use this company, and no other regular trash disposal service shall be permitted. In no event shall such containers be maintained so as to be visible from the street or a neighboring property except to make 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. *Clothes Drying Facilities.* No outside clothes lines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on a Lot within Prairie View.

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

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

(a) An Owner (or guest, invitee, tenant, lessee, family member, agent or employee 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 such machinery or equipment as is usual and customary in connection with the construction of improvements on an Owner's Lot, *provided that* such machinery and equipment is actively being used by the builder or contractor and is stored or placed in an area approved by the Developer or the Association and that no trucks larger than a three-quarters (3/4) of a ton in size shall be kept, parked or placed upon any Lot or street (public or private) within Prairie View between the hours of 10:00 p.m. and 6:00 a.m., unless permission to the contrary is granted by the Developer or the Association.

Section 16. *Restriction on Further Subdivisions.* No Lot within Prairie View 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 or the Association. This provision shall not, in any way, limit the Developer from subdividing any property owned by the Developer. Such newly created parcel thereafter shall be considered as one Lot.

Section 17. *Signs and Address Plates.* No sign of any kind may be displayed to the public view of any Lot except as follows and subject to the approval of the Developer or the Association:

(a) One sign of not more than five (5) square feet, advertising the property for sale; for rent or lease signs displayed on the premises are not permitted and may be removed by the Developer or the Association;

(b) Signs used by a builder to advertise the property during construction and sales period;

(c) Signs of such shape, size and location as the Developer deems necessary for security control and to advertise Prairie View,

(d) One sign not to exceed one (1) square foot in size, which may contain the name of the Owner or Owners and/or the dwelling unit number;

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

(f) Every house shall have an address plate of all metal construction clearly visible from the street.

Section 18. *Dwelling Size.* Enclosed heated living space of any ranch-style or split-level single-family residence constructed on a Lot, excluding garage, shall be at least One Thousand Eight Hundred (1,800) square feet on the main floor. Enclosed heated living space of any two-story, single-family residence constructed on a Lot, excluding garage, shall be at least one thousand Eight Hundred (1800) square feet on the main floor and at least Five Hundred Fifty (550) square feet on the second floor.

Section 19. *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; and

(b) The building location must be approved by the Developer or the Association.

Section 20. Fences.

(a) Fences are not encouraged, but properly designed and installed fences may be approved for construction by the Developer or the Association upon submission of plans and specifications.

(b) Wooden privacy fences may be approved for construction by the Developer or the Association upon the submission of plans and specifications.

However, all fences must adhere to the following standards: (1) the fence must be a "shadow box" design with alternating boards finished on both sides; (2) the fence shall be no taller than seventy two inches (72") in height; (3) the picket material must be a full 1" x 8" oil-treated southern yellow pine; (4) post material must be a full 4" x 4" oil-treated southern yellow pine; (5) rails for fence must be 2" x 4" oil-treated southern yellow pine; (6) materials must be rough sawn on all sides; (7) no dimensional lumber shall be used on pickets and posts; (8) dimensional lumber is acceptable for 2" x 4" materials only; (9) all nails used in the construction of the fence must be galvanized ring shank; (10) posts shall be set in concrete and to be on the inside of the fence; (11) supporting structures on all fences shall be placed on the side of the fence facing the property of the owner building the fence

(c) No fences or hedges in Prairie View shall be permitted between the front wall of the structure and the adjoining street or across the front yard at any point.

(d) No fences in Prairie View shall extend nearer to the front wall of the house than fifty percent (50%) of the length of the house on each side.

Section 21. Sales and Construction Office. Notwithstanding anything herein, the Developer and its agents may establish temporary sales and/or construction offices and model homes in Prairie View and may allow builders and realtors to do the same. Any such office shall be removed upon the completion of the subdivision. No such temporary sales and/or construction offices shall remain on the premises in any event for more than one (1) year without prior approval of the Developer.

Section 22. Easements. Easements are reserved as shown on the preliminary plat and as maintained upon the recorded plat of the subdivision.

Section 23. Lawns, Soil Removal. All front lawns and lawns facing streets shall be sodded. Soil may not be removed without the express written consent of the Developer or the Association.

Section 24. Improvements. Upon the conveyance by Developer of any Lots in Prairie View or additions thereto, purchasers shall, within one (1) year from the date thereof, commence construction of improvements, and completion of said improvements shall be within three hundred sixty days after commencement thereof. If the purchaser or purchasers fail to comply

with said requirements, or any of them, the Developer shall have the right to repurchase said Lot or Lots for a sum equal to the original purchase price as sold by Developer, but failure to repurchase shall not prohibit any other remedy in law of equity by the Developer or the association to enforce this restriction or to seek damages for violation thereof, and, because of the difficulty of estimating the actual damages for violation, the Developer or the Association shall be entitled to liquidated damages in the amount of fifty dollars a day of each day the completion shall exceed three hundred sixty days from the date of commencement , together with its reasonable attorney fees incurred.

Section 25. *Outside Lighting.* Spotlights, floodlights or similar types of high intensity lighting shall be designed, located and constructed so as to eliminate or significantly reduce glare on adjoining residences, and the Developer or the Association may direct that they be redesigned or eliminated if they determine 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 26. *Mailboxes.* Each owner shall construct or install a mailbox, consisting of the same material as the front of the house, which shall be completed prior to occupying the residence. The Developer or the Association shall approve all mailboxes prior to installation.

Section 27. *Roofs.* All roofs shall have an architectural shingle surface, which shall be approved by the Developer, in its sole discretion, and shall have a roof pitch of at least eight to twelve (8/12).

Section 28. *Completion.* In the event of fire, windstorm or other damage, a structure shall be repaired, rebuilt or completely removed within a reasonable period of time, which shall not exceed in any event three hundred sixty days from the date of the damaging event. Failure to comply with this restriction shall entitle the Developer or the Association to liquidated damages in an action in law or equity to enforce this restriction in the amount of fifty dollars a day for each day the failure to comply shall exceed three hundred sixty days from the day of the damaging event, it being difficult to estimate the actual damages for such failure, and the Plaintiff shall also be entitled to reasonable attorney fees incurred.

Section 29. *Garages and Garage Doors.* All dwellings shall have attached garages, suitable for at least the housing of two (2) vehicles. No detached garages shall be allowed in Prairie View. Residents of Prairie View shall keep their garage doors closed at all times except when necessary for ingress and egress. Garage doors shall not be taller than eight (8') feet.

Section 30. *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 Developer may cause to be delivered to said Owner a written Notice of Violation. Said Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated or remedied within a reasonable time from the mailing date of said Notice. Costs incurred by the Developer to enforce compliance with this Section shall be recoverable by the Developer and shall constitute a lien against the property upon which the work was done or enforcement was necessary. In the event suit is brought to enforce the provisions of this Section,

the Developer shall in addition to recovery of its costs incurred to enforce the provisions in this Section be entitled to a Judgment for reasonable attorneys fees.

If, after a reasonable time has elapsed from the date of said notice, the violation has not been voluntarily terminated by the Owner, the Developer shall have the authority to pursue and effect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of said violation. This authority shall include, but shall not be limited to, the power to employ laborers to enter upon the premises of said Owner for the purpose of removing and/or terminating the cause of said violation.

In the event that the Developer, or its successors or assigns, is no longer exercising architectural or other control as described herein, or shall fail or refuse to enforce the provisions of any part of these Restrictions, then any Owner of a Lot in the Subdivision or the Association may bring legal action to enforce the provisions of this Declaration. If the Owner of the Lot or the Association shall be successful in its action for enforcement of these restrictions, the Owner or the Association, as the case may be, shall be entitled to receive from the Owner in violation of these Restrictions the Owner or the Association's expenses including reasonable attorneys fees and costs laid out and incurred in connection with such action.

ARTICLE V

The Association And Its Powers And Duties

In order to provide for the enforcement of these restrictions and to meet the obligations of the Subdivision and the assessment of lots as necessary to provide the funds therefore, the following provisions and restrictions are adopted:

Section 1. *The Association.* As used in these covenants, the Association shall mean the Prairie View Estates Property Owners Association, a Non-Profit Corporation formed under the General Not for Profit Corporation Act of the State of Missouri (herein the "Association"). The Association shall have all powers and duties set forth in these restrictions, its Articles of Incorporation, its By-Laws, applicable laws, statutes, ordinances, and governmental rules and regulations; and shall have in addition to its express powers, all other powers reasonably necessary or appropriate to the exercise of its express powers. The Association may not be voluntarily dissolved without the prior written consent of Greene County, Missouri or the City of Springfield, Missouri in the event the Subdivision is annexed into the City of Springfield.

Section 2. *Express Powers and Duties.* Without limiting the foregoing general powers and duties of the Association, the Association is expressly authorized in its discretion and on behalf of the owners of lots in the Subdivision, by action of its Board of Directors, unless otherwise provided or required by the Articles of Incorporation or statutes of Missouri, to do any or all of the following:

- (a) To obtain legal, accounting, contracting, and other professional services necessary or desirable to carry out the duties of the Association.

(b) To obtain such types of insurance coverage in such amounts for the common property that the Association deems desirable and to obtain comprehensive general liability automobile coverage, workman's compensation coverage, and such other and different types of insurance in such amounts as the Association may from time to time determine to be desirable to carry out its duties.

(c) To levy, collect, and enforce assessments against lots in the Subdivision in the manner provided herein in order to (1) pay for the use, improvement, maintenance and repair of the storm water detention areas located within the subdivision; the said detention areas having been constructed for storm water detention as required by Greene County, Missouri to detain storm water runoff in the subdivision and (2) pay for the use, improvement, maintenance and repair of any common areas located within the Subdivision now or hereafter owned by the Association, and (3) to pay for the costs of the trash collection services required by Section 12 of Article IV hereof; and (4) to contract for or otherwise acquire equipment, materials, supplies, or personnel as necessary or desirable in connection with any of the foregoing or (5) to otherwise provide for the carrying out of the duties of the Association.

(d) To cause an external review by an independent public accountant to be conducted of the accounts and financial records of the Association.

(e) To cause to be opened and maintain such accounts in such financial institutions as may be desirable for keeping or investment of funds of the Association.

(f) To provide for the use, repair, maintenance and improvement of all common areas located within the Subdivision now or hereafter owned by the Association, and to provide for the trash collection for the Subdivision, and to contract for or otherwise acquire equipment, materials, supplies, or personnel as necessary or desirable in connection therewith.

(g) To enter into contracts with and to delegate authority to a management agent for all or any portions of the rights, duties, and obligations of the Association.

(h) To partially pay any taxes which may be lawfully assessed against the said storm water detention (areas) or taxes assessed against other common areas owned by the Association.

(i) To do any other lawful act deemed by the Board of Directors of the Association to be necessary desirable, or appropriate for the conduct of the responsibilities, rights, and duties of the Association, including the enforcement of the these covenants against any person, firm or corporation violating or seeking to violate them.

Section 3. *Liability Limited.* Neither the Association or any managing agent shall be responsible for acts or omissions to act which do not amount to gross negligence or willful misconduct or for the acts or omissions to act of any owner of any lot in the Subdivision or for breach of any obligation by any such owner. Notwithstanding any duty of the Association to partially provide for the maintenance, repair, use and improvement of the said storm water detention areas and common areas - which duty shall be owed to the Subdivision or Greene County, Missouri, in general and not to any specific individual - the Association shall not be liable for injury or damage caused by any latent condition in the detention areas, nor for any injury or damage caused by the elements or by other owners, occupants, or persons; except to the extent of any liability insurance coverage which may be applicable thereto.

Section 4. *Membership of the Association.* Each owner of a lot in the Subdivision shall be a member of the Association so long as they retain an ownership interest. The membership of each lot owner is pertinent to and inseparable from ownership of the lot and shall be automatically transferred upon the transfer of lot ownership, except any transfer or conveyance for the purpose of securing the performance of an obligation. Except as provided herein, memberships in the Association are not transferable.

Section 5. *Voting Rights.* Every member of the Association other than the Developer shall be entitled to one (1) vote for each lot owned and the Developer shall be entitled to one (1) vote for each lot owned plus one (1) vote for every other lot in the Subdivision. Initially, the Association shall have two classes of voting memberships: all lot owners other than the Developer shall be Class A members; the Developer shall be the Class B member. A vote as to any lot is not divisible. When more than one person or entity owns a lot, the vote shall be exercised, as the several owners shall determine. The number of votes of the membership required to take any action other than amendment of these restrictions shall be as set forth in the By-Laws or applicable statute.

Section 6. *Common Properties.* All property acquired by the Association, whether real, personal, or mixed, shall be held, utilized, and disposed of by the Association as common property for the use and benefits of owners of lots in the Subdivision. The Association shall maintain and replace injured or diseased trees, shrubs, annuals, perennials, ground cover or other vegetation within any common area, 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 esthetic purposes, and to the extent that the Greene County Highway Department deems necessary to maintain public safety. The Board of the Association shall be the sole judge as to the appropriate maintenance of all grounds within any common area, except any landscaped or planted areas within the right-of-way of any public or private street. Landscaping in road right-of-ways within the subdivision shall be maintained to the satisfaction of the Greene County Highway Department. In the event the landscaping within any right-of-way shall not be maintained by the Association to the satisfaction of the Greene County Highway Department, the County shall provide the Association with written notification of any deficiencies. Whereupon the Association shall have thirty (30) days to correct any deficiency. In the event the Association fails to correct any deficiencies in landscaping as delineated by the Greene County Highway Department, within thirty (30) days of receipt of notice, then in that event the County may either:

(1) have the landscaping maintenance performed and the Association shall be billed for the cost of said landscaping, or (2) the County may remove the landscaping, median or landscaped area within any right-of-way in said subdivision. Except as otherwise specifically provided, any expense of the Association for administration, maintenance, operation, repair, replacement of the storm water detention areas and landscaping within any public right-of-way shall be treated as and paid for as a common expenses of the Association. All areas shown as common areas on the plat of the Subdivision and all storm water detention areas shown thereon shall be owned, kept and maintained by the Developer until such time as the Developer shall determine to convey the same to the Association which shall thereupon accept delivery of said conveyance and shall thereafter hold all of such areas as common properties.

Section 7. The Board shall be the sole judge as to the appropriate maintenance of all grounds within the Common Areas and all Common Area improvements, with the exception of landscaping in road right-of-ways within the subdivision and the maintenance of the detention basin as shown on the final plat of Huntington Park, which shall be maintained to the satisfaction of Greene County, or the City of Springfield if the subdivision is subsequently annexed into the City of Springfield.

Section 8. Assessments. Each owner of a lot in the Subdivision by acceptance of a deed therefore whether or not it shall be so expressed in any such deed shall be deemed to covenant and agree to pay to the Association 1) annual assessments, 2) special assessments and 3) enforcement assessments, such assessments to be fixed, established and collected by the Association from time to time as hereinafter provided by action of its Board of Directors. Unless otherwise required by the Association Articles of Incorporation or the statutes of the State of Missouri, the annual, special assessments and enforcement assessments, together with interest thereon and cost of collection thereof as hereinafter provided, shall be a continuing charge and lien upon the lots against which each such assessment is made.

(a) The assessments levied hereunder by the Association shall be used exclusively for, unless otherwise in these covenants provided, 1) maintaining, repairing or improving common property and for paying expenses related thereto, including the payment of taxes thereon, 2) for the reasonable cost of the administration of the Association and the conduct of its rights, duties, and obligations 3) for the upkeep of the storm water detention facilities 4) for the expenses of the Association related to enforcement of these restrictions, and 5) to pay for the costs of the trash collection service.

(c) The Board of Directors may establish an initial maximum annual assessment, for purposes other than costs related to storm water detention, and a period of time for which that maximum annual assessment may not be increased, except for increases for trash collection service. If such a maximum annual assessment and time therefore shall be established, it shall not be changed, except for increases for trash collection service, as to amount or for the time so established except by the unanimous consent of every owner of every lot in the Subdivision. Otherwise, the amount of the annual assessment shall be in the

discretion of the Board of Directors of the Association as they find to be reasonably necessary to carry out the duties, obligations, and rights thereof.

(d) In addition to the annual assessments, the Association may levy in any assessment year special assessment(s) applicable for that year only for the purpose of partially paying the cost of any construction or reconstruction, unexpected repair or replacement of any storm water detention areas or paying such costs as to common properties as shall be specified in the assessment. In the event that the Board of Directors determines that it may be desirable to establish such a special assessment, it shall, prior to establishing such assessment, give written notice to all of the owners of the lots subject thereto within the Subdivision which may be given by mailing a copy of such proposed special assessment addressed to the occupant or owner of each such lot at its street address within the Subdivision. Said notice shall set forth the time of the meeting of the Board of Directors in which the special assessment will be considered and the Board of Directors shall, prior to acting thereon, give reasonable opportunity for the owners of lots within the Subdivision to express their opinions relating to the proposed special assessments or to make inquiry concerning the need therefore at such meeting of the Board.

(e) The annual assessment shall be established in the month of March of each year at a meeting of the Board of Directors called for such purpose; provided, however, should the Board fail to make the assessments in the month of March, it shall not prohibit the making of the annual assessment at some later date. Annual assessments shall be due and payable, if paid in a lump sum, on or before the sixtieth (60th) day from the date of the making of the assessment. No written notice of assessment shall be required. In the event that the Board of Directors authorizes an assessment to be paid in installments, it shall come due at such times and in such amounts as determined by the Board of Directors. The Association shall furnish upon request by an owner a certificate signed by an officer of the Association setting forth whether assessments on a specific lot in the Subdivision have been paid. For persons purchasing a lot from the Developer, the annual assessment shall be pro-rated on the basis of the number of months yet remaining in the calendar year excluding the month in which the sale of the lot was concluded. Special assessments shall be due and payable as provided in the special assessment and shall likewise be pro-rated for the initial purchaser of a lot.

(f) If any assessment is not paid on the date when due or when any partial payment is due, then the total of such assessment shall be delinquent and the Association shall have the right to declare the entire assessment immediately due and payable, together with interest thereon, at the rate as the Board of Directors may have established and for the costs of collection, including a reasonable attorneys' fee. The Association will have a lien from January 1st each year against every lot in the Subdivision subject to assessment for the amount thereof for assessments made or to be made in that calendar year which lien shall continue until the assessments shall be fully paid including costs, if any, for collection, and

may sue to foreclose the lien or may sue the owner of the lot personally for the amount of the assessment and neither remedy shall be exclusive of the other.

(g) The lien of an assessment provided for herein shall be subordinate to the lien of a first mortgage or deed of trust now or hereafter placed upon any lot subject to assessment; however, the ordinary sale or transfer of the lot shall not effect the assessment lien. The sale of any lot in the Subdivision by foreclosure of any mortgage or deed of trust shall extinguish any existing assessment lien, but no such sale or transfer shall thereafter relieve the lot from liability for such assessment(s) made after the date of the sale or transfer.

(h) The following property subject to these Declarations shall be exempt from annual or special assessments:

- i. All properties dedicated to and accepted by any local authority or utility;
- ii. Common properties;
- iii. Utilities;
- iv. Utility Easements or other similar easements;
- v. A lot until the initial house has been constructed thereon and conveyed to the initial purchaser thereof; and
- vi. Any reserved properties shown on the Subdivision plat of record.

(i) Enforcement assessments against a lot in the Subdivision may be made by the Association in order to repay the Association its expenses including reasonable attorneys' fees incurred in the enforcement of these restrictions - specifically against the particular lot or its owner. Any such assessment shall be treated as a special assessment and shall be payable as a special assessment and shall be enforceable as any other special assessment.

Section 9. Governmental Assessments. Notwithstanding any limitations or provisions in this Article to the contrary, if common areas fall into a state of disrepair or become a nuisance within the meaning of any provisions of Greene County's Zoning or Subdivision Regulations, officials of the Greene County Resource Management Department may abate the disrepair or nuisance, after thirty (30) days notice to the Association or its last known registered agent. Greene County may assess the cost of such maintenance or abatement in the same manner as assessments are levied by the Association, and the same shall be a lien and a personal liability, to the same extent as

other assessments under this Article. In the event the property is annexed into the City of Springfield, Missouri, the City of Springfield shall succeed to the rights of Greene County hereunder.

ARTICLE VI

General Provisions

Section 1. *Enforcement.* The Developer, or any Owner or the Association, 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 Developer or by any Owner or by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Developer and the Association, nor any member or officer thereof shall be liable for failure to enforce any provision of these Restrictions.

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 land, for a term of thirty (30) years from the Date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless otherwise amended as herein provided.

(b) At any time during the term hereof, this Declaration may be terminated and all the Property may be released from all of the terms, provisions and obligations herein set forth and contained, by Owners owning at least seventy-five percent (75%) of the number of Lots in Prairie View executing and acknowledging an appropriate agreement or agreements and recording the same in the office of the Recorder; *provided, however*, that as long as Developer owns any of the Property, no such termination shall be effective unless consented to in writing by Developer, and *provided further* that the written consent of Greene County, Missouri, or the City of Springfield, Missouri if the property shall have been annexed by the City must also be obtained.

(c) At any time during the term hereof, and for so long as Developer owns any of the Property, or for a period of twenty-five (25) years from the effective date hereof, whichever period is shorter, Developer acting alone may modify or amend the provisions of this Declaration by written instrument signed by Developer and recorded with the Recorder, *provided, however*, that (1) any such modification must be within the spirit and overall intention of the plan of development as set forth herein, and (2) prior to any such modification or amendment, Developer shall obtain the approval of any governmental agency to such modification or amendment where such approval is necessary in Greene

County, Missouri, or the City of Springfield, Missouri if the property shall have been annexed by the City.

(d) At any time during the term hereof, this Declaration may be modified and amended by written instrument approved by Owners owning at least fifty-one percent (51%) of the number of Lots in Prairie View and duly filed in the office of the Recorder; *provided, however*, that so long as Developer owns any of the Property, no such modification or amendment shall be effective unless consented to in writing by Developer, and *provided further* that (1) any such modification must be within the spirit and overall intention of the plan of development as set forth herein, and (2) prior to any such modification or amendment, the modification or amendment must be approved by Greene County, Missouri, or the City of Springfield, Missouri if the property has been annexed by the City of Springfield, Missouri.

(e) Anything set forth in this Declaration to the contrary notwithstanding, the Developer shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented, with the exception that any amendment of this Declaration which would change any obligation of the Developer or the Association to maintain any Common Area, detention basin, drainage area, or any landscaping within the right-of-way of any public street depicted on the Final Plat of Prairie View shall require the written approval of the appropriate government agency before it shall become effective. However, this unilateral right, power and authority of the Developer may be exercised only if either the Veterans' Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the Property, any part of the Property or any Lots, for federally approved mortgage financing purposes under applicable Veterans' Administration, Federal Housing Administration or similar programs.

(f) Any amendment to this Declaration duly adopted in accordance with this Article V shall, unless otherwise stated therein, be and become effective upon recording with the Recorder, notwithstanding Section 3(a) of this Article.

Section 4. *Violations and Nuisances.* Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by Developer or any Owner or Owners of Lots within Prairie View, or by the Association.

However, any other provision to the contrary notwithstanding, only the Developer or its duly authorized agent may enforce by self-help any of the provisions of these Restrictions.

Section 5. *Violation of Law* Any violation of state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within Prairie View 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 this Declaration is cumulative and not exclusive.

Section 7. Delivery of Notices and Documents. Any written notice or other documents relating to or required by the Declaration may be delivered either personally or by mail. If by mail, they shall be deemed to have been delivered after a copy of the same has been deposited in the United States mail, postage prepaid, addressed as follows:

(a) **If to the Developer:** To the registered agent in the office of the Secretary of State of the State of Missouri for the Developer or to any corporate successor of the Developer;

(b) **If to an Owner or Builder:** To the address of any Lot within Prairie View, owned in whole or in part by him, or to any other address last furnished by an Owner to the Developer or to the Association if the Developer shall no longer own any property in the subdivision, *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 Developer or the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Developer or the Association and shall promptly notify the Developer or 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 and personal representatives to the covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereto.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed on its behalf on this _____ day of _____, 2005.

**LANDMARK BUILDING &
DEVELOPING COMPANY, L.L.C.,**

By: _____

Member

STATE OF MISSOURI)

) ss.

COUNTY OF GREENE)

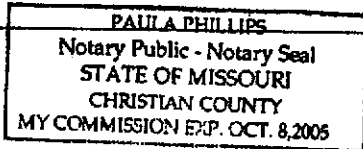
On this 14th day of July, 2005, before me, the undersigned, a Notary Public within and for said County and State, personally appeared Thomas Lowell Morris, to me personally known, who being by me duly sworn, did say that he is a member of **LANDMARK BUILDING & DEVELOPING COMPANY, L.L.C.**, that said instrument was signed and sealed on behalf of said limited liability company by authority of a majority of its Members, and said he acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Paula Phillips
Notary Public

My Commission Expires:

10-8-05



Paula Phillips
(Type; print or stamp the Notary's name below his or her signature)

EXHIBIT A
Legal Description of the Property

A tract of land located in the north half of Section 17, Township 2 8, Range 22, all being in Greene County, Missouri and being more particularly described as follows:

BEGINNING at the southeast corner of the northwest quarter of said Section 17;

THENCE North 88 degrees 02 minutes 35 seconds West a distance of 50 1.51 feet to
a point for corner;

THENCE North 01 degrees 55 minutes 20 seconds East a distance of 14 3.86 feet to
a point for corner;

THENCE South 88 degrees 03 minutes 32 seconds East a distance of 31 .73 feet to
a point for corner;

THENCE North 01 degrees 56 minutes 28 seconds East a distance of 50 .00 feet to
a point for corner;

THENCE South 88 degrees 03 minutes 32 seconds East a distance of 24 4.25 feet to
a point for corner;

THENCE North 46 degrees 55 minutes 54 seconds East a distance of 35 .35 feet to
a point for corner;

THENCE North 01 degrees 55 minutes 20 seconds East a distance of 26 9.99 feet to
a point of curve;

THENCE along a curve to the left having a radius of 125.00 feet a delta of 89 degrees 47 minutes 11 seconds, an arc length 195.88 feet and a chord which bears North 42 degrees 58 minutes 15 seconds West having a chord distance of 176.45 feet to a point for corner;

THENCE North 87 degrees 52 minutes 42 seconds West a distance of 34 4.42 feet to
a point for corner;

EXHIBIT A
Legal Description of the Property

THENCE North 01 degrees 47 minutes 00 seconds East a distance of 50
.09 feet to
a point for corner;

THENCE South 87 degrees 51 minutes 51 seconds East a distance of 67
0.26 feet to
a point for corner;

THENCE South 88 degrees 22 minutes 25 seconds East a distance of 92
6.20 feet to
a point for corner;

THENCE South 01 degrees 25 minutes 27 seconds West a distance of 15
0.86 feet to
a point on a curve;

THENCE along a curve to the right having a radius of 525.00 feet a
delta of 02
degrees 29 minutes 35 seconds, an arc length 22.84 feet and a chord
which bears
South 78 degrees 33 minutes 23 seconds East having a chord distance
of 22.84
feet to a point for corner;

THENCE South 12 degrees 41 minutes 24 seconds West a distance of 50
.00 feet to
a point for corner;

THENCE South 01 degrees 44 minutes 47 seconds West a distance of 13
1.35 feet to
a point for corner;

THENCE South 74 degrees 54 minutes 02 seconds East a distance of 19
.13 feet to
a point for corner;

THENCE South 01 degrees 42 minutes 15 seconds West a distance of 13
8.29 feet to
a point for corner;

THENCE South 05 degrees 57 minutes 53 seconds West a distance of 50
.03 feet to
a point for corner;

THENCE South 01 degrees 55 minutes 20 seconds West a distance of 14
0.30 feet to
a point for corner;

EXHIBIT A
Legal Description of the Property

THENCE North 88 degrees 03 minutes 32 seconds West a distance of 95
7.39 feet to
the POINT OF BEGINNING, and containing 847,272 square feet or 19.5
acre(s) of land,
more or less.



039925-05 25 JUL 2005 09:18:03am



Book: 2005
Page: 039925-05
23 pages

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Linda S. Montgomery
RECORDER OF DEEDS

recsmb

PRAIRIE VIEW ESTATES PHASE I DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions for Prairie View Estates Phase I made, on the date hereinafter set forth, by **LANDMARK BUILDING & DEVELOPING COMPANY, L.L.C.**, a Missouri Limited Liability Company, Grantor (the "**Developer**").

WHEREAS, Developer is the owner of record of the real property described in the attached **Exhibit A**, hereinafter called **Prairie View**, and hereinafter referred to as the "**Property**"; and

WHEREAS, Developer desires to provide for the development of **Prairie View** with detached, Single-family homes and to provide for the maintenance, improvement and administration of the **Prairie View** community; and

WHEREAS, the final plat of **Prairie View** is recorded in the office of the Recorder of Deeds of **Greene County, Missouri**;

NOW THEREFORE, Developer does hereby declare that **Prairie View** Subdivision shall be subject to the covenants, conditions and restrictions, easements and charges hereinafter set forth, hereafter referred to as "**Restrictions**," which shall run with the land and be binding on all present and future owners, and shall inure to the benefit of each owner of the land included in **Prairie View**,

ARTICLE I
Definitions

Terms found in the Declaration of Restrictions are defined as follows:

- (a) **"Prairie View or "Subdivision"** shall mean the Property as set forth above.
- (b) **"Declaration"** shall mean this Declaration of Covenants, Conditions and Restrictions set forth in this entire document.
- (c) **"Developer"** shall mean **Landmark Building & Developing Company, L.L.C.**, its successors and assigns and any entity designated by Landmark Building & Developing Company, L.L.C., as a developer or successor.
- (d) **"Lot"** shall mean any parcel of real property designated as a lot on the recorded plat of Prairie View or any additions thereto.
- (e) **"Owner(s)"** shall mean the recorded owner, whether one or more persons or entities, of a fee or divided 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.
- (f) **"Property"** or **"Properties"** shall mean and refer to the property described in **Exhibit A** attached hereto, and referred to as Prairie View, or any additional real estate acquired by Developer and developed in conjunction with Prairie View, upon filing an amendment with the Greene County Recorder of Deeds stating the legal description of any additional real estate to be included in the Property.
- (g) **"Single-Family Residence"** shall mean a structure containing one dwelling only and occupied by not more than one family.
- (h) **"Subdivision Plat"** shall mean a recorded plat of Prairie View Estates Phase I, being the property described in Exhibit A attached to these Covenants, Conditions and Restrictions.
- (i) **"Visible From Neighboring Property"** shall mean, with respect to any given object, that such object is or would be visible to a person six (6) 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.
- (j) **"Association"** shall mean the **Prairie View Estates Property Owners Association, a Missouri not for Profit Corporation.**
- (k) **"Common Area"** or **"Common Property"** shall mean all real property, including improvements and fences thereon and easements pertinent thereto, owned by the Association or designated or shown as common area, community area, detention basins or storm drainage facilities located in drainage easements or common areas, constructed channels and drainage ways, storm water detention areas, water quality and sediment basins, storm sewers and inlets shown on the final plat of Pearson Meadows, as recorded, and intended for the common use and enjoyment of the owners and all appurtenances necessary for the proper conveyance, storage or water quality management of storm water runoff including, but

not limited to, detention basins, the drainage easements depicted on the final plat and any off site easements granted by the Association, and the landscaped portion of any street, medians, traffic islands, cul-de-sac islands, or landscaped areas within any public street within the property, any private streets, entry roads, curb and gutter, sidewalks and other improvements as shown on the final plat, and such other real property as may be transferred to the Association by the developer.

ARTICLE II

Property Subject to the Prairie View Restrictions

Section 1. *General Declaration Creating Prairie View.* Developer may add additional phases to the Prairie View development, by subdivision into various Lots. Developer may supplement or modify this Declaration with such additional covenants, conditions and restrictions as may be appropriate. Developer's conveyance of Lots is subject to this Declaration, as modified and amended. Developer hereby declares that all of the real property within Prairie View is 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. This Declaration, as amended or modified, is in furtherance of a general plan for the subdivision, improvement and sale said real property and is established for the purpose of enhancing the value, desirability, and attractiveness of said real property and every part thereof. All of this Declaration shall run with all of the real property within Prairie View for all purposes and shall be binding upon and inure to the benefit of Developer and all Owners and their successors in interest.

Section 2. *Additions to Prairie View.* Additional lands may be subjected to this Declaration in the following manner: The Developer, its successors and assigns shall have the right for twenty (20) years from the date of this Declaration to bring within the operation and effect of this Declaration additional portions of land, regardless of whether said properties are presently owned by the Developer, *provided that* the same are adjacent to or have a common boundary or are on the opposite side of any common street or property already subject to these restrictions, and *provided further*, that any extension of the subdivision or modification of these restrictions must be approved by Greene County, Missouri or the City of Springfield, Missouri, if Prairie View has been annexed into the City of Springfield, Missouri. Additions authorized under this **Article II, Section 2**, shall be: made by recording among the records of Greene County, Missouri, a supplement to this Declaration, which need only be executed by the Developer and the owner of such additional land, if the Developer is not the owner thereof, which shall describe the additional land and state that it is subject to this Declaration.

Section 3. With the exception of Public Streets and right-of-ways shown on the final plat of Pearson Meadows, nothing contained in this Declaration shall be deemed to constitute a dedication for public use or to create any rights in the general public. Nothing contained in this Declaration shall be construed as creating an obligation on the part of Greene County or any other governmental authority having jurisdiction over the common areas, including but not

limited to the private streets designated on the final plat, to maintain, repair or replace any portion of the property, the common areas, easements or the appurtenances thereto.

ARTICLE III **Architectural Control**

Section 1. *Review by Developer.* No structure, residence, accessory building, storage building, tennis court, swimming pool, fence, mailbox, wall, lot drainage works, awning, exterior area lighting or other improvements shall be constructed or maintained upon any Lot, and no alteration to the exterior of a structure shall be undertaken, unless 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, shall have been submitted. to and approved in writing by the Developer. A copy of such plans, specifications and plot plans, as finally approved, shall be kept by the Developer. The applicant shall pay all fees and expenses incurred by the Developer. The Developer may continue to exercise such architectural control over Prairie View, as described in this **Article III** and in **Article IV, Use and Building Restrictions**, until such time as it, or its successors or assigns, shall no longer have any ownership interest in the Property or any other interest, including but not limited to, options to purchase, any of the property described in **Exhibit A** to this Declaration; thereafter, the Association shall exercise such architectural control in such manner as the By-Laws of the Association may provide.

Section 2. *Building Material.* All residences and all appurtenances thereto shall be faced with brick or stone, or a combination thereof, except as hereafter provided. All soffit and fascia shall of aluminum. Chimney chases and canta levers no longer than eight feet (8') of linear length may be of a material not otherwise permitted by this Section with prior approval of the Developer or the Association. No homemade storage building shall be placed on any lot. Only professionally built or premanufactured storage buildings from a reputable company may be approved by the Developer or the Association, and no storage building shall be allowed with a plastic exterior material.

Section 3. *Duties.* The Developer or the Association shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the Properties conform and harmonize with existing surroundings and structures.

Section 4. *Procedures.* The Developer or the Association shall approve or disapprove all plans and requests within thirty (30) days after receipt of all necessary information.

Section 5. *Liability of Developer or Association.* The Developer or the Association shall not be liable in damages to any person submitting a request for approval, or to any Owner by reason of an action, failure to act, approval or disapproval, or failure to approve or disapprove any such request.

ARTICLE IV
Use and Building Restrictions

Section 1. *Restrictions.* The following restrictions are imposed upon each 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 an one-family dwelling. 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. *Animals.* No animals, fowl, or livestock, other than a reasonable number of generally accepted house pets, shall be maintained on any property within Prairie View, 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. In addition to any other legal remedies, upon written request, the Developer or the Association shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally accepted house pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Developer or the Association shall be enforceable as other restrictions contained herein. Pets shall not be allowed loose or unsupervised on any part of the Properties, and pets must be on a leash when walked by their owners.

Section 4. *Antennas and Satellite Dishes.* No antenna or other device for the transmission or reception of electronic signals shall be erected, used or maintained outdoors on any Lot, which antenna or other device shall be visible from the street adjoining the front of said Lot, without prior written approval of the Developer or the Association. TV antennas shall be erected so as to be as inconspicuous as possible, and no such TV antenna shall extend more than six (6) feet above the ridge of the roof of the particular dwelling unit upon which the antenna is located; *provided, however*, that the Developer or the Association shall have the authority to award variances with respect to the foregoing prohibition. No satellite dish larger than three feet (3') in diameter shall be erected, used or maintained on any Lot without prior written approval of the Developer or the Association.

Section 5. *Improvements and Alterations.* No building, including storage buildings, fence, wall, residence, or other structure shall be commenced, erected, improved or structurally altered without the prior written approval of the Developer or the Association. The exterior surface of a single-family dwelling structure shall not be painted or changed in any manner without the prior approval of the Developer or the Association.

Section 6. *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 Prairie View. Temporary buildings or structures used during the construction of a dwelling on any such property shall be subject to the rules of the Developer or the Association and shall be removed immediately after the completion of construction. Any such

temporary buildings or structures shall be approved by Developer or the Association prior to being placed on the property.

Section 7. Motor Vehicles and Trailers. No mobile home or truck larger than three-quarters (3/4) of a ton shall be parked, kept, maintained or repaired upon any property or street (public or private) within Prairie View; nor shall any motor vehicle of any kind be constructed, reconstructed or repaired on public or private property within Prairie View, *provided, however*, the provisions of this paragraph shall not apply to emergency vehicle repairs, or normal vehicle maintenance provided it is conducted entirely in an enclosed garage on the property and can be commenced and completed during the same calendar day; normal vehicle maintenance meaning such things as oil-change, or spark-plug repair.

Section 8. Motor Vehicles; Excessive Noise. No motor vehicles which create excessive noise shall be allowed to operate in Prairie View. In addition to any other legal remedy, if the Developer or the Association does determine that any motor vehicle is creating loud or annoying noises by virtue of its operation within Prairie View, such determination shall be final, and upon notice by the Developer or the Association to the Owner of said vehicle any repairs must be made in a timely fashion. If repairs are not made to remedy the excessive noise, the operation of said vehicle shall be prohibited in Prairie View.

Section 9. Landscaping and Lawns. Each Owner of a Lot is responsible for the maintenance and upkeep of the landscaping and lawn on his Lot including, but not limited to, the following:

(a) **Completion.** Each Owner shall promptly complete the landscaping required by the Developer or the Association, unless the Developer or the Association approves a delay, in writing.

(b) **By Owner.** Each Owner of a Lot in Prairie View shall keep all shrubs, trees, grass, and plantings, including the area 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. In the event that any Owner fails to maintain his lawn, landscaping or plantings as provided herein, the Developer or the Association, or its agents, may enter upon said Lot and may do so, and the Owner shall reimburse the Developer or the Association for its costs upon demand. Any such expense incurred by the Developer or the Association if not paid upon demand shall be as a special assessment and may be enforced as a special assessment.

Section 10. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within Prairie View, and no odors shall be permitted to rise there from so as to render any such Lot, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provision, no exterior sound devices are allowed.

Section 11. Repair of Buildings and Other Structures. No building, structure or fence (including, but not limited to, fences placed around the perimeter of the Property by the

Developer, the inner and outer surfaces of which shall be maintained by the Owner of each Lot abutting such fence and any storm-water detention, retention or filtration devices or structures which shall also be maintained by the Owner of each Lot upon which such a structure may be located) upon any Lot within Prairie View 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 within Prairie View except in covered containers of a standard type approved by the Developer or the Association. The Association shall select a company for weekly trash disposal service for Prairie View, payment for which shall be paid for and included in the annual assessment by the Association. All residents of Prairie View shall be required to use this company, and no other regular trash disposal service shall be permitted. In no event shall such containers be maintained so as to be visible from the street or a neighboring property except to make 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. *Clothes Drying Facilities.* No outside clothes lines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on a Lot within Prairie View.

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

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

(a) An Owner (or guest, invitee, tenant, lessee, family member, agent or employee 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 such machinery or equipment as is usual and customary in connection with the construction of improvements on an Owner's Lot, *provided that* such machinery and equipment is actively being used by the builder or contractor and is stored or placed in an area approved by the Developer or the Association and that no trucks larger than a three-quarters (3/4) of a ton in size shall be kept, parked or placed upon any Lot or street (public or private) within Prairie View between the hours of 10:00 p.m. and 6:00 a.m., unless permission to the contrary is granted by the Developer or the Association.

Section 16. *Restriction on Further Subdivisions.* No Lot within Prairie View 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 or the Association. This provision shall not, in any way, limit the Developer from subdividing any property owned by the Developer. Such newly created parcel thereafter shall be considered as one Lot.

Section 17. *Signs and Address Plates.* No sign of any kind may be displayed to the public view of any Lot except as follows and subject to the approval of the Developer or the Association:

(a) One sign of not more than five (5) square feet, advertising the property for sale; for rent or lease signs displayed on the premises are not permitted and may be removed by the Developer or the Association;

(b) Signs used by a builder to advertise the property during construction and sales period;

(c) Signs of such shape, size and location as the Developer deems necessary for security control and to advertise Prairie View,

(d) One sign not to exceed one (1) square foot in size, which may contain the name of the Owner or Owners and/or the dwelling unit number;

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

(f) Every house shall have an address plate of all metal construction clearly visible from the street.

Section 18. *Dwelling Size.* Enclosed heated living space of any ranch-style or split-level single-family residence constructed on a Lot, excluding garage, shall be at least One Thousand Eight Hundred (1,800) square feet on the main floor. Enclosed heated living space of any two-story, single-family residence constructed on a Lot, excluding garage, shall be at least one thousand Eight Hundred (1800) square feet on the main floor and at least Five Hundred Fifty (550) square feet on the second floor.

Section 19. *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; and

(b) The building location must be approved by the Developer or the Association.

Section 20. Fences.

(a) Fences are not encouraged, but properly designed and installed fences may be approved for construction by the Developer or the Association upon submission of plans and specifications.

(b) Wooden privacy fences may be approved for construction by the Developer or the Association upon the submission of plans and specifications.

However, all fences must adhere to the following standards: (1) the fence must be a "shadow box" design with alternating boards finished on both sides; (2) the fence shall be no taller than seventy two inches (72") in height; (3) the picket material must be a full 1" x 8" oil-treated southern yellow pine; (4) post material must be a full 4" x 4" oil-treated southern yellow pine; (5) rails for fence must be 2" x 4" oil-treated southern yellow pine; (6) materials must be rough sawn on all sides; (7) no dimensional lumber shall be used on pickets and posts; (8) dimensional lumber is acceptable for 2" x 4" materials only; (9) all nails used in the construction of the fence must be galvanized ring shank; (10) posts shall be set in concrete and to be on the inside of the fence; (11) supporting structures on all fences shall be placed on the side of the fence facing the property of the owner building the fence

(c) No fences or hedges in Prairie View shall be permitted between the front wall of the structure and the adjoining street or across the front yard at any point.

(d) No fences in Prairie View shall extend nearer to the front wall of the house than fifty percent (50%) of the length of the house on each side.

Section 21. Sales and Construction Office. Notwithstanding anything herein, the Developer and its agents may establish temporary sales and/or construction offices and model homes in Prairie View and may allow builders and realtors to do the same. Any such office shall be removed upon the completion of the subdivision. No such temporary sales and/or construction offices shall remain on the premises in any event for more than one (1) year without prior approval of the Developer.

Section 22. Easements. Easements are reserved as shown on the preliminary plat and as maintained upon the recorded plat of the subdivision.

Section 23. Lawns, Soil Removal. All front lawns and lawns facing streets shall be sodded. Soil may not be removed without the express written consent of the Developer or the Association.

Section 24. Improvements. Upon the conveyance by Developer of any Lots in Prairie View or additions thereto, purchasers shall, within one (1) year from the date thereof, commence construction of improvements, and completion of said improvements shall be within three hundred sixty days after commencement thereof. If the purchaser or purchasers fail to comply

with said requirements, or any of them, the Developer shall have the right to repurchase said Lot or Lots for a sum equal to the original purchase price as sold by Developer, but failure to repurchase shall not prohibit any other remedy in law of equity by the Developer or the association to enforce this restriction or to seek damages for violation thereof, and, because of the difficulty of estimating the actual damages for violation, the Developer or the Association shall be entitled to liquidated damages in the amount of fifty dollars a day of each day the completion shall exceed three hundred sixty days from the date of commencement , together with its reasonable attorney fees incurred.

Section 25. *Outside Lighting.* Spotlights, floodlights or similar types of high intensity lighting shall be designed, located and constructed so as to eliminate or significantly reduce glare on adjoining residences, and the Developer or the Association may direct that they be redesigned or eliminated if they determine 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 26. *Mailboxes.* Each owner shall construct or install a mailbox, consisting of the same material as the front of the house, which shall be completed prior to occupying the residence. The Developer or the Association shall approve all mailboxes prior to installation.

Section 27. *Roofs.* All roofs shall have an architectural shingle surface, which shall be approved by the Developer, in its sole discretion, and shall have a roof pitch of at least eight to twelve (8/12).

Section 28. *Completion.* In the event of fire, windstorm or other damage, a structure shall be repaired, rebuilt or completely removed within a reasonable period of time, which shall not exceed in any event three hundred sixty days from the date of the damaging event. Failure to comply with this restriction shall entitle the Developer or the Association to liquidated damages in an action in law or equity to enforce this restriction in the amount of fifty dollars a day for each day the failure to comply shall exceed three hundred sixty days from the day of the damaging event, it being difficult to estimate the actual damages for such failure, and the Plaintiff shall also be entitled to reasonable attorney fees incurred.

Section 29. *Garages and Garage Doors.* All dwellings shall have attached garages, suitable for at least the housing of two (2) vehicles. No detached garages shall be allowed in Prairie View. Residents of Prairie View shall keep their garage doors closed at all times except when necessary for ingress and egress. Garage doors shall not be taller than eight (8') feet.

Section 30. *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 Developer may cause to be delivered to said Owner a written Notice of Violation. Said Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated or remedied within a reasonable time from the mailing date of said Notice. Costs incurred by the Developer to enforce compliance with this Section shall be recoverable by the Developer and shall constitute a lien against the property upon which the work was done or enforcement was necessary. In the event suit is brought to enforce the provisions of this Section,

the Developer shall in addition to recovery of its costs incurred to enforce the provisions in this Section be entitled to a Judgment for reasonable attorneys fees.

If, after a reasonable time has elapsed from the date of said notice, the violation has not been voluntarily terminated by the Owner, the Developer shall have the authority to pursue and effect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of said violation. This authority shall include, but shall not be limited to, the power to employ laborers to enter upon the premises of said Owner for the purpose of removing and/or terminating the cause of said violation.

In the event that the Developer, or its successors or assigns, is no longer exercising architectural or other control as described herein, or shall fail or refuse to enforce the provisions of any part of these Restrictions, then any Owner of a Lot in the Subdivision or the Association may bring legal action to enforce the provisions of this Declaration. If the Owner of the Lot or the Association shall be successful in its action for enforcement of these restrictions, the Owner or the Association, as the case may be, shall be entitled to receive from the Owner in violation of these Restrictions the Owner or the Association's expenses including reasonable attorneys fees and costs laid out and incurred in connection with such action.

ARTICLE V

The Association And Its Powers And Duties

In order to provide for the enforcement of these restrictions and to meet the obligations of the Subdivision and the assessment of lots as necessary to provide the funds therefore, the following provisions and restrictions are adopted:

Section 1. *The Association.* As used in these covenants, the Association shall mean the Prairie View Estates Property Owners Association, a Non-Profit Corporation formed under the General Not for Profit Corporation Act of the State of Missouri (herein the "Association"). The Association shall have all powers and duties set forth in these restrictions, its Articles of Incorporation, its By-Laws, applicable laws, statutes, ordinances, and governmental rules and regulations; and shall have in addition to its express powers, all other powers reasonably necessary or appropriate to the exercise of its express powers. The Association may not be voluntarily dissolved without the prior written consent of Greene County, Missouri or the City of Springfield, Missouri in the event the Subdivision is annexed into the City of Springfield.

Section 2. *Express Powers and Duties.* Without limiting the foregoing general powers and duties of the Association, the Association is expressly authorized in its discretion and on behalf of the owners of lots in the Subdivision, by action of its Board of Directors, unless otherwise provided or required by the Articles of Incorporation or statutes of Missouri, to do any or all of the following:

- (a) To obtain legal, accounting, contracting, and other professional services necessary or desirable to carry out the duties of the Association.

(b) To obtain such types of insurance coverage in such amounts for the common property that the Association deems desirable and to obtain comprehensive general liability automobile coverage, workman's compensation coverage, and such other and different types of insurance in such amounts as the Association may from time to time determine to be desirable to carry out its duties.

(c) To levy, collect, and enforce assessments against lots in the Subdivision in the manner provided herein in order to (1) pay for the use, improvement, maintenance and repair of the storm water detention areas located within the subdivision; the said detention areas having been constructed for storm water detention as required by Greene County, Missouri to detain storm water runoff in the subdivision and (2) pay for the use, improvement, maintenance and repair of any common areas located within the Subdivision now or hereafter owned by the Association, and (3) to pay for the costs of the trash collection services required by Section 12 of Article IV hereof; and (4) to contract for or otherwise acquire equipment, materials, supplies, or personnel as necessary or desirable in connection with any of the foregoing or (5) to otherwise provide for the carrying out of the duties of the Association.

(d) To cause an external review by an independent public accountant to be conducted of the accounts and financial records of the Association.

(e) To cause to be opened and maintain such accounts in such financial institutions as may be desirable for keeping or investment of funds of the Association.

(f) To provide for the use, repair, maintenance and improvement of all common areas located within the Subdivision now or hereafter owned by the Association, and to provide for the trash collection for the Subdivision, and to contract for or otherwise acquire equipment, materials, supplies, or personnel as necessary or desirable in connection therewith.

(g) To enter into contracts with and to delegate authority to a management agent for all or any portions of the rights, duties, and obligations of the Association.

(h) To partially pay any taxes which may be lawfully assessed against the said storm water detention (areas) or taxes assessed against other common areas owned by the Association.

(i) To do any other lawful act deemed by the Board of Directors of the Association to be necessary desirable, or appropriate for the conduct of the responsibilities, rights, and duties of the Association, including the enforcement of the these covenants against any person, firm or corporation violating or seeking to violate them.

Section 3. *Liability Limited.* Neither the Association or any managing agent shall be responsible for acts or omissions to act which do not amount to gross negligence or willful misconduct or for the acts or omissions to act of any owner of any lot in the Subdivision or for breach of any obligation by any such owner. Notwithstanding any duty of the Association to partially provide for the maintenance, repair, use and improvement of the said storm water detention areas and common areas - which duty shall be owed to the Subdivision or Greene County, Missouri, in general and not to any specific individual - the Association shall not be liable for injury or damage caused by any latent condition in the detention areas, nor for any injury or damage caused by the elements or by other owners, occupants, or persons; except to the extent of any liability insurance coverage which may be applicable thereto.

Section 4. *Membership of the Association.* Each owner of a lot in the Subdivision shall be a member of the Association so long as they retain an ownership interest. The membership of each lot owner is pertinent to and inseparable from ownership of the lot and shall be automatically transferred upon the transfer of lot ownership, except any transfer or conveyance for the purpose of securing the performance of an obligation. Except as provided herein, memberships in the Association are not transferable.

Section 5. *Voting Rights.* Every member of the Association other than the Developer shall be entitled to one (1) vote for each lot owned and the Developer shall be entitled to one (1) vote for each lot owned plus one (1) vote for every other lot in the Subdivision. Initially, the Association shall have two classes of voting memberships: all lot owners other than the Developer shall be Class A members; the Developer shall be the Class B member. A vote as to any lot is not divisible. When more than one person or entity owns a lot, the vote shall be exercised, as the several owners shall determine. The number of votes of the membership required to take any action other than amendment of these restrictions shall be as set forth in the By-Laws or applicable statute.

Section 6. *Common Properties.* All property acquired by the Association, whether real, personal, or mixed, shall be held, utilized, and disposed of by the Association as common property for the use and benefits of owners of lots in the Subdivision. The Association shall maintain and replace injured or diseased trees, shrubs, annuals, perennials, ground cover or other vegetation within any common area, 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 esthetic purposes, and to the extent that the Greene County Highway Department deems necessary to maintain public safety. The Board of the Association shall be the sole judge as to the appropriate maintenance of all grounds within any common area, except any landscaped or planted areas within the right-of-way of any public or private street. Landscaping in road right-of-ways within the subdivision shall be maintained to the satisfaction of the Greene County Highway Department. In the event the landscaping within any right-of-way shall not be maintained by the Association to the satisfaction of the Greene County Highway Department, the County shall provide the Association with written notification of any deficiencies. Whereupon the Association shall have thirty (30) days to correct any deficiency. In the event the Association fails to correct any deficiencies in landscaping as delineated by the Greene County Highway Department, within thirty (30) days of receipt of notice, then in that event the County may either:

(1) have the landscaping maintenance performed and the Association shall be billed for the cost of said landscaping, or (2) the County may remove the landscaping, median or landscaped area within any right-of-way in said subdivision. Except as otherwise specifically provided, any expense of the Association for administration, maintenance, operation, repair, replacement of the storm water detention areas and landscaping within any public right-of-way shall be treated as and paid for as a common expenses of the Association. All areas shown as common areas on the plat of the Subdivision and all storm water detention areas shown thereon shall be owned, kept and maintained by the Developer until such time as the Developer shall determine to convey the same to the Association which shall thereupon accept delivery of said conveyance and shall thereafter hold all of such areas as common properties.

Section 7. The Board shall be the sole judge as to the appropriate maintenance of all grounds within the Common Areas and all Common Area improvements, with the exception of landscaping in road right-of-ways within the subdivision and the maintenance of the detention basin as shown on the final plat of Huntington Park, which shall be maintained to the satisfaction of Greene County, or the City of Springfield if the subdivision is subsequently annexed into the City of Springfield.

Section 8. Assessments. Each owner of a lot in the Subdivision by acceptance of a deed therefore whether or not it shall be so expressed in any such deed shall be deemed to covenant and agree to pay to the Association 1) annual assessments, 2) special assessments and 3) enforcement assessments, such assessments to be fixed, established and collected by the Association from time to time as hereinafter provided by action of its Board of Directors. Unless otherwise required by the Association Articles of Incorporation or the statutes of the State of Missouri, the annual, special assessments and enforcement assessments, together with interest thereon and cost of collection thereof as hereinafter provided, shall be a continuing charge and lien upon the lots against which each such assessment is made.

(a) The assessments levied hereunder by the Association shall be used exclusively for, unless otherwise in these covenants provided, 1) maintaining, repairing or improving common property and for paying expenses related thereto, including the payment of taxes thereon, 2) for the reasonable cost of the administration of the Association and the conduct of its rights, duties, and obligations 3) for the upkeep of the storm water detention facilities 4) for the expenses of the Association related to enforcement of these restrictions, and 5) to pay for the costs of the trash collection service.

(c) The Board of Directors may establish an initial maximum annual assessment, for purposes other than costs related to storm water detention, and a period of time for which that maximum annual assessment may not be increased, except for increases for trash collection service. If such a maximum annual assessment and time therefore shall be established, it shall not be changed, except for increases for trash collection service, as to amount or for the time so established except by the unanimous consent of every owner of every lot in the Subdivision. Otherwise, the amount of the annual assessment shall be in the

discretion of the Board of Directors of the Association as they find to be reasonably necessary to carry out the duties, obligations, and rights thereof.

(d) In addition to the annual assessments, the Association may levy in any assessment year special assessment(s) applicable for that year only for the purpose of partially paying the cost of any construction or reconstruction, unexpected repair or replacement of any storm water detention areas or paying such costs as to common properties as shall be specified in the assessment. In the event that the Board of Directors determines that it may be desirable to establish such a special assessment, it shall, prior to establishing such assessment, give written notice to all of the owners of the lots subject thereto within the Subdivision which may be given by mailing a copy of such proposed special assessment addressed to the occupant or owner of each such lot at its street address within the Subdivision. Said notice shall set forth the time of the meeting of the Board of Directors in which the special assessment will be considered and the Board of Directors shall, prior to acting thereon, give reasonable opportunity for the owners of lots within the Subdivision to express their opinions relating to the proposed special assessments or to make inquiry concerning the need therefore at such meeting of the Board.

(e) The annual assessment shall be established in the month of March of each year at a meeting of the Board of Directors called for such purpose; provided, however, should the Board fail to make the assessments in the month of March, it shall not prohibit the making of the annual assessment at some later date. Annual assessments shall be due and payable, if paid in a lump sum, on or before the sixtieth (60th) day from the date of the making of the assessment. No written notice of assessment shall be required. In the event that the Board of Directors authorizes an assessment to be paid in installments, it shall come due at such times and in such amounts as determined by the Board of Directors. The Association shall furnish upon request by an owner a certificate signed by an officer of the Association setting forth whether assessments on a specific lot in the Subdivision have been paid. For persons purchasing a lot from the Developer, the annual assessment shall be pro-rated on the basis of the number of months yet remaining in the calendar year excluding the month in which the sale of the lot was concluded. Special assessments shall be due and payable as provided in the special assessment and shall likewise be pro-rated for the initial purchaser of a lot.

(f) If any assessment is not paid on the date when due or when any partial payment is due, then the total of such assessment shall be delinquent and the Association shall have the right to declare the entire assessment immediately due and payable, together with interest thereon, at the rate as the Board of Directors may have established and for the costs of collection, including a reasonable attorneys' fee. The Association will have a lien from January 1st each year against every lot in the Subdivision subject to assessment for the amount thereof for assessments made or to be made in that calendar year which lien shall continue until the assessments shall be fully paid including costs, if any, for collection, and

may sue to foreclose the lien or may sue the owner of the lot personally for the amount of the assessment and neither remedy shall be exclusive of the other.

(g) The lien of an assessment provided for herein shall be subordinate to the lien of a first mortgage or deed of trust now or hereafter placed upon any lot subject to assessment; however, the ordinary sale or transfer of the lot shall not effect the assessment lien. The sale of any lot in the Subdivision by foreclosure of any mortgage or deed of trust shall extinguish any existing assessment lien, but no such sale or transfer shall thereafter relieve the lot from liability for such assessment(s) made after the date of the sale or transfer.

(h) The following property subject to these Declarations shall be exempt from annual or special assessments:

- i. All properties dedicated to and accepted by any local authority or utility;
- ii. Common properties;
- iii. Utilities;
- iv. Utility Easements or other similar easements;
- v. A lot until the initial house has been constructed thereon and conveyed to the initial purchaser thereof; and
- vi. Any reserved properties shown on the Subdivision plat of record.

(i) Enforcement assessments against a lot in the Subdivision may be made by the Association in order to repay the Association its expenses including reasonable attorneys' fees incurred in the enforcement of these restrictions - specifically against the particular lot or its owner. Any such assessment shall be treated as a special assessment and shall be payable as a special assessment and shall be enforceable as any other special assessment.

Section 9. Governmental Assessments. Notwithstanding any limitations or provisions in this Article to the contrary, if common areas fall into a state of disrepair or become a nuisance within the meaning of any provisions of Greene County's Zoning or Subdivision Regulations, officials of the Greene County Resource Management Department may abate the disrepair or nuisance, after thirty (30) days notice to the Association or its last known registered agent. Greene County may assess the cost of such maintenance or abatement in the same manner as assessments are levied by the Association, and the same shall be a lien and a personal liability, to the same extent as

other assessments under this Article. In the event the property is annexed into the City of Springfield, Missouri, the City of Springfield shall succeed to the rights of Greene County hereunder.

ARTICLE VI General Provisions

Section 1. *Enforcement.* The Developer, or any Owner or the Association, 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 Developer or by any Owner or by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Developer and the Association, nor any member or officer thereof shall be liable for failure to enforce any provision of these Restrictions.

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 land, for a term of thirty (30) years from the Date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless otherwise amended as herein provided.

(b) At any time during the term hereof, this Declaration may be terminated and all the Property may be released from all of the terms, provisions and obligations herein set forth and contained, by Owners owning at least seventy-five percent (75%) of the number of Lots in Prairie View executing and acknowledging an appropriate agreement or agreements and recording the same in the office of the Recorder; *provided, however*, that as long as Developer owns any of the Property, no such termination shall be effective unless consented to in writing by Developer, and *provided further* that the written consent of Greene County, Missouri, or the City of Springfield, Missouri if the property shall have been annexed by the City must also be obtained.

(c) At any time during the term hereof, and for so long as Developer owns any of the Property, or for a period of twenty-five (25) years from the effective date hereof, whichever period is shorter, Developer acting alone may modify or amend the provisions of this Declaration by written instrument signed by Developer and recorded with the Recorder, *provided, however*, that (1) any such modification must be within the spirit and overall intention of the plan of development as set forth herein, and (2) prior to any such modification or amendment, Developer shall obtain the approval of any governmental agency to such modification or amendment where such approval is necessary in Greene

County, Missouri, or the City of Springfield, Missouri if the property shall have been annexed by the City.

(d) At any time during the term hereof, this Declaration may be modified and amended by written instrument approved by Owners owning at least fifty-one percent (51%) of the number of Lots in Prairie View and duly filed in the office of the Recorder; *provided, however*, that so long as Developer owns any of the Property, no such modification or amendment shall be effective unless consented to in writing by Developer, and *provided further* that (1) any such modification must be within the spirit and overall intention of the plan of development as set forth herein, and (2) prior to any such modification or amendment, the modification or amendment must be approved by Greene County, Missouri, or the City of Springfield, Missouri if the property has been annexed by the City of Springfield, Missouri.

(e) Anything set forth in this Declaration to the contrary notwithstanding, the Developer shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented, with the exception that any amendment of this Declaration which would change any obligation of the Developer or the Association to maintain any Common Area, detention basin, drainage area, or any landscaping within the right-of-way of any public street depicted on the Final Plat of Prairie View shall require the written approval of the appropriate government agency before it shall become effective. However, this unilateral right, power and authority of the Developer may be exercised only if either the Veterans' Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the Property, any part of the Property or any Lots, for federally approved mortgage financing purposes under applicable Veterans' Administration, Federal Housing Administration or similar programs.

(f) Any amendment to this Declaration duly adopted in accordance with this Article V shall, unless otherwise stated therein, be and become effective upon recording with the Recorder, notwithstanding Section 3(a) of this Article.

Section 4. *Violations and Nuisances.* Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by Developer or any Owner or Owners of Lots within Prairie View, or by the Association.

However, any other provision to the contrary notwithstanding, only the Developer or its duly authorized agent may enforce by self-help any of the provisions of these Restrictions.

Section 5. *Violation of Law* Any violation of state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within Prairie View 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 this Declaration is cumulative and not exclusive.

Section 7. Delivery of Notices and Documents. Any written notice or other documents relating to or required by the Declaration may be delivered either personally or by mail. If by mail, they shall be deemed to have been delivered after a copy of the same has been deposited in the United States mail, postage prepaid, addressed as follows:

(a) **If to the Developer:** To the registered agent in the office of the Secretary of State of the State of Missouri for the Developer or to any corporate successor of the Developer;

(b) **If to an Owner or Builder:** To the address of any Lot within Prairie View, owned in whole or in part by him, or to any other address last furnished by an Owner to the Developer or to the Association if the Developer shall no longer own any property in the subdivision, *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 Developer or the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Developer or the Association and shall promptly notify the Developer or 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 and personal representatives to the covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereto.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed on its behalf on this _____ day of _____, 2005.

**LANDMARK BUILDING &
DEVELOPING COMPANY, L.L.C.,**

By: _____

Member

STATE OF MISSOURI)

) ss.

COUNTY OF GREENE)

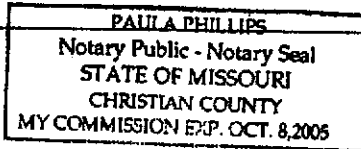
On this 14th day of July, 2005, before me, the undersigned, a Notary Public within and for said County and State, personally appeared Thomas Lowell Morris, to me personally known, who being by me duly sworn, did say that he is a member of **LANDMARK BUILDING & DEVELOPING COMPANY, L.L.C.**, that said instrument was signed and sealed on behalf of said limited liability company by authority of a majority of its Members, and said he acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Paula Phillips
Notary Public

My Commission Expires:

10-8-05



Paula Phillips
(Type; print or stamp the Notary's name below his or her signature)

EXHIBIT A
Legal Description of the Property

A tract of land located in the north half of Section 17, Township 2 8, Range 22, all being in Greene County, Missouri and being more particularly described as follows:

BEGINNING at the southeast corner of the northwest quarter of said Section 17;

THENCE North 88 degrees 02 minutes 35 seconds West a distance of 50 1.51 feet to
a point for corner;

THENCE North 01 degrees 55 minutes 20 seconds East a distance of 14 3.86 feet to
a point for corner;

THENCE South 88 degrees 03 minutes 32 seconds East a distance of 31 .73 feet to
a point for corner;

THENCE North 01 degrees 56 minutes 28 seconds East a distance of 50 .00 feet to
a point for corner;

THENCE South 88 degrees 03 minutes 32 seconds East a distance of 24 4.25 feet to
a point for corner;

THENCE North 46 degrees 55 minutes 54 seconds East a distance of 35 .35 feet to
a point for corner;

THENCE North 01 degrees 55 minutes 20 seconds East a distance of 26 9.99 feet to
a point of curve;

THENCE along a curve to the left having a radius of 125.00 feet a delta of 89 degrees 47 minutes 11 seconds, an arc length 195.88 feet and a chord which bears North 42 degrees 58 minutes 15 seconds West having a chord distance of 176.45 feet to a point for corner;

THENCE North 87 degrees 52 minutes 42 seconds West a distance of 34 4.42 feet to
a point for corner;

EXHIBIT A
Legal Description of the Property

THENCE North 01 degrees 47 minutes 00 seconds East a distance of 50
.09 feet to
a point for corner;

THENCE South 87 degrees 51 minutes 51 seconds East a distance of 67
0.26 feet to
a point for corner;

THENCE South 88 degrees 22 minutes 25 seconds East a distance of 92
6.20 feet to
a point for corner;

THENCE South 01 degrees 25 minutes 27 seconds West a distance of 15
0.86 feet to
a point on a curve;

THENCE along a curve to the right having a radius of 525.00 feet a
delta of 02
degrees 29 minutes 35 seconds, an arc length 22.84 feet and a chord
which bears
South 78 degrees 33 minutes 23 seconds East having a chord distance
of 22.84
feet to a point for corner;

THENCE South 12 degrees 41 minutes 24 seconds West a distance of 50
.00 feet to
a point for corner;

THENCE South 01 degrees 44 minutes 47 seconds West a distance of 13
1.35 feet to
a point for corner;

THENCE South 74 degrees 54 minutes 02 seconds East a distance of 19
.13 feet to
a point for corner;

THENCE South 01 degrees 42 minutes 15 seconds West a distance of 13
8.29 feet to
a point for corner;

THENCE South 05 degrees 57 minutes 53 seconds West a distance of 50
.03 feet to
a point for corner;

THENCE South 01 degrees 55 minutes 20 seconds West a distance of 14
0.30 feet to
a point for corner;

EXHIBIT A
Legal Description of the Property

THENCE North 88 degrees 03 minutes 32 seconds West a distance of 95
7.39 feet to
the POINT OF BEGINNING, and containing 847,272 square feet or 19.5
acre(s) of land,
more or less.



007727-06 16 FEB 2006 09:37:34am



Book:2006
Page:007727-06
8 pages

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Linda S. Montgomery
RECORDER OF DEEDS

recsmb

Title of Document: Prairie View Estates Phase 3

Date of Document: February 15, 2006

Grantor(s): Landmark Building & Developing Co. , LLC % Tom Morris

Grantee(s): Landmark Building & Developing Co., LLC % Tom Morris

Mailing Address(s): 5499 South Farm Road 141, Springfield, MO. 65810

Legal Description: See page 2

Reference Book and Page(s):

SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PRAIRIE VIEW ESTATES PHASE I ADDING TO SAID COVENANTS, CONDITIONS AND RESTRICTIONS ADDITIONAL LANDS CONTAINED IN PRAIRIE VIEW ESTATES PHASE II AND PRAIRIE VIEW ESTATES PHASE III

This Supplement to Declaration of Covenants, Conditions and Restrictions for Prairie View Estates Phase I made on the date hereinafter set forth by Landmark Building & Developing Company, L.L.C., a Missouri limited liability company, Grantor (the "Developer").

WHEREAS, Developer is the owner of record of the real property described in attached Exhibits "A" and "B" being the legal descriptions of Prairie View Estates Phase II and Prairie View Estates Phase III respectively, the said Prairie View Estates Phase II and Prairie View Estates Phase III being subdivisions in Greene County, Missouri according to the recorded plat thereof in the office of the Recorder of Deeds for Greene County, Missouri; and

WHEREAS, Developer desires to subject the lands encompassed within Prairie View Estates Phase II and Prairie View Estates Phase III to the Declaration of Covenants, Conditions and Restrictions for Prairie View Estates Phase I, all as provided by Article II, Section 2 of said Prairie View Estates Phase I Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, said Prairie View Estates Phase II and Prairie View Estates Phase III subdivisions are adjacent to or have common boundary or on the opposite side of any common

street or property subject to the Declaration of Covenants, Conditions and Restrictions for Prairie View Estates Phase I.

NOW THEREFORE, Developer does hereby declare that Prairie View Estates Phase II and Prairie View Estates Phase III shall be subjected to all the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Prairie View Estates Phase I recorded at Book 2005, page 039925-05 in the office of the Recorder of Deeds for Greene County, Missouri from the date this Supplemental Declaration shall be recorded in the office of the Recorder of Deeds for Greene County, Missouri.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed on its behalf on this 9 day of Feb, 2006.

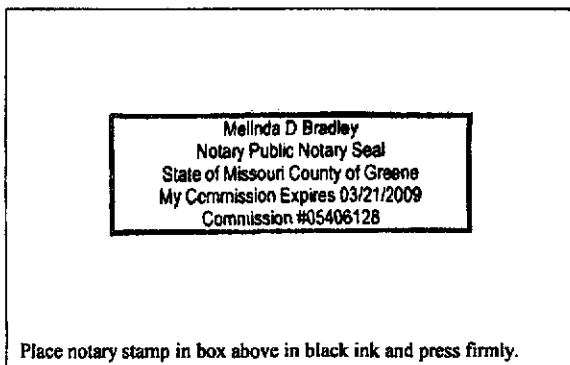
Landmark Building & Development Company, L.L.C.

By: _____

Member

On this 9th day of February, 2006, before me, the undersigned, a Notary Public within and for said County and State, personally appeared Thomas Morris, to me personally known, who being by me duly sworn, did say that he/she is a member of **LANDMARK BUILDING & DEVELOPING COMPANY, L.L.C.**, that said instrument was signed and sealed on behalf of said limited liability company by authority of a majority of its Members, and said he acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.



Melinda D Bradley
Notary Public

Melinda D Bradley
Print Name

My Commission is in Greene County.

My Commission Expires: 3/21/09

**APPROVAL OF THIS SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS BY GREENE COUNTY, MISSOURI.**

By authority vested in me by Greene County, Missouri, the undersigned being the Director of the Greene County Planning and Zoning Division of the Greene County Resource Management Department, Greene County, Missouri does hereby state the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions to Prairie View Estates Phase I subjecting Prairie View Estates Phases II and III to that Declaration of Covenants, Conditions and Restrictions has been approved by Greene County, Missouri.

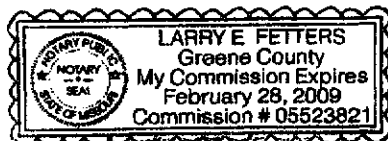
IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of February, 2006.


Kent D. Morris


STATE OF MISSOURI)
) ss
COUNTY OF Greene)

On this 2nd day of February, ~~2004~~ ²⁰⁰⁶, before me personally appeared KENT D. MORRIS, to me personally known who being duly sworn did say that he is the Director of the Planning and Zoning Commission of the Greene County Department of Resource Management and has executed the foregoing approval by Greene County, Missouri of the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions upon authority of Greene County, Missouri and acknowledges that he executed the foregoing approval as its and his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year first above written.



Place notary stamp in box above in black ink and press firmly.


Notary Public

LARRY E FETTERS
Print Name

My Commission is in Greene County.

My Commission Expires:

Property Description of Phase Two:

A tract of land being located in the North half of Section 17, Township 28 North, Range 22 West, Greene County, Missouri, being more particularly described as follows:

COMMENCING at the Southeast corner of the Northwest Quarter of said Section 17;

THENCE North 88 degrees 02 minutes 35 seconds West a distance of 501.51 feet to the POINT OF BEGINNING;

THENCE North 88 degrees 02 minutes 35 seconds West a distance of 166.46 feet to an iron pin for corner;

THENCE North 01 degrees 50 minutes 36 seconds East a distance of 614.85 feet to a point for corner;

THENCE South 87 degrees 52 minutes 42 seconds East a distance of 343.77 feet to a point on a curve;

THENCE along a curve to the right having a radius of 125.00 feet a delta of 89 degrees 47 minutes 11 seconds, an arc length 195.88 feet and a chord which bears South 42 degrees 58 minutes 16 seconds East having a chord distance of 176.44 feet to a point of tangency;

THENCE South 01 degrees 55 minutes 20 seconds West a distance of 269.99 feet to a point for corner;

THENCE South 46 degrees 55 minutes 54 seconds West a distance of 35.35 feet to a point for corner;

THENCE North 88 degrees 03 minutes 32 seconds West a distance of 244.25 feet to a point for corner;

THENCE South 01 degrees 56 minutes 28 seconds West a distance of 50.00 feet to a point for corner;

THENCE North 88 degrees 03 minutes 32 seconds West a distance of 31.73 feet to a point for corner;

THENCE South 01 degrees 55 minutes 20 seconds West a distance of 143.86 feet to the POINT OF BEGINNING, and containing 227,144 square



feet or 5.21 acre(s) of land, except any part thereof taken or used
for
road purposes.

Property Description of Phase Three:

A tract of land being located in the North half of Section 17, Township

28 North, Range 22 West, Greene County, Missouri, being more particularly described as follows:

COMMENCING at the Southeast corner of the Northwest Quarter of said Section 17;

THENCE South 88 degrees 03 minutes 32 seconds East a distance of 957.39 feet to the POINT OF BEGINNING;

THENCE North 01 degrees 55 minutes 20 seconds East a distance of 140.27 feet to a point for corner;

THENCE North 05 degrees 57 minutes 53 seconds East a distance of 50.03 feet to a point for corner;

THENCE North 01 degrees 42 minutes 15 seconds East a distance of 138.29 feet to a point for corner;

THENCE North 74 degrees 54 minutes 02 seconds West a distance of 19.13 feet to a point for corner;

THENCE North 01 degrees 44 minutes 47 seconds East a distance of 131.35 feet to a point for corner;

THENCE North 12 degrees 41 minutes 24 seconds East a distance of 50.00 feet to a point for corner;

THENCE along a curve to the left having a radius of 525.00 feet, a delta of 02 degrees 29 minutes 34 seconds, an arc length of 22.84 feet, and a chord which bears North 78 degrees 33 minutes 24 seconds West having a chord distance of 22.84 feet to a point for corner;

THENCE North 01 degrees 25 minutes 27 seconds East a distance of 150.86 feet to a point for corner;

THENCE South 88 degrees 22 minutes 25 seconds East a distance of 411.00 feet to an iron pin for corner;

THENCE South 01 degrees 58 minutes 17 seconds West a distance of 670.19 feet to an iron pin for corner;

THENCE North 88 degrees 03 minutes 32 seconds West a distance of 379.89 feet to the POINT OF BEGINNING, and containing 261,095 square feet or 5.99 acre(s) of land, except any part thereof taken



or
used for road purposes.