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COPPER LEAF LLC



*(Space above reserved for Recorder of Deeds certification)*

**Title of Document:** First Amended Covenants, Conditions, and Restrictions for Copper Leaf

**Date of Document:** April 25, 2018

**Grantor(s):** Copper Leaf, LLC, a Missouri limited liability company

**Grantor's Address:** 113 E. Peachtree, Nixa, Missouri 65714

**Grantee(s):** Copper Leaf, LLC, a Missouri limited liability company

**Return Document To:** O'Reilly & Preston, LLC  
Attn: J. Craig Preston  
4045 E. Sunshine, Suite 210  
Springfield, MO 65809

**Legal Description:** See attached Exhibit A,

**Reference Book/Page:** Book 0394 Page 3010; Plat Book H Page 159

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**FIRST AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
COPPER LEAF, ALL PHASES, ALL PLATS/REPLATS**

THESE FIRST AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS FOR COPPER LEAF, all Phases, all Plats/Replats are made and entered into this 25th, day of April, 2018, by COPPER LEAF, LLC, a Missouri limited liability company, hereinafter referred to as the "Grantor";

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property situated in Christian County, Missouri (hereinafter defined as the "Property"), and commonly known as Copper Leaf consisting of residential lots which includes single-family attached homes;

WHEREAS, Grantor has conveyed the Property, or portions thereof, to Owners (as hereinafter defined), subject to certain protective covenants, conditions, easements, restrictions, uses, reservations, limitations, liens and obligations as hereinafter set forth.

WHEREAS, Grantor previously filed Covenants, Conditions and Restrictions regarding the Property and now herein does amend such document and intends that these First Amended Covenants, Conditions and Restrictions supersede the prior document and that these covenants, conditions and restrictions shall control the Property.

WHEREAS, Grantor intends that these First Amended Covenants, Conditions and Restrictions shall bind all phases of Copper Leaf, all lots contained within Copper Lease, and all plats/replats whether previously filed, or filed hereafter.

NOW, THEREFORE, Grantor does hereby publish and declare that the following terms, covenants, conditions, easements, restriction, uses, reservations, limitations, liens and obligations shall be deemed to run with the land encompassing the Property and shall be a burden upon and a benefit to Grantor and any Person acquiring or owning an interest in the Property and improvements thereon which is subject to these Restrictive Covenants, their grantees, successors, heirs, executor, administrators, devisees and assigns.

**ARTICLE I**

**DEFINITIONS**

Definitions. As used in these First Amended Restrictive Covenants, unless the context otherwise requires, the terms hereinafter set forth shall have the following meanings:

- 1.1 Architectural Committee. The committee created pursuant to Article VI hereof.
- 1.2 Architectural Committee Rules. The rules and regulations adopted by the Architectural Committee, as they may from time to time be in effect, pursuant to the provisions of Article VI hereof.
- 1.3 Association. Shall mean Copper Leaf Homeowners' Association, Inc., a Missouri not for profit corporation.

1.4 Beneficiary. A mortgagee under a mortgage as well as a beneficiary under a deed of trust.

1.5 City. Shall mean the governing body of the City of Nixa, Missouri.

1.6 Common Area. That portion of the Property designated as "Common Area" on any plat or plans of record filed hereafter or on any amendment thereto, such being intended to relate back to these Restrictive Covenants and to be governed hereby.

1.7 Common Expenses. Those expenses incurred in furtherance of the duties of the Association in its lawful operation, including but not limited to, the maintenance and upkeep of the Common Area.

1.8 Copper Leaf. The planned development known as COPPER LEAF within the City of Nixa, Missouri along with all plats, replats, maps, documentation and amendments thereto duly, legally and properly created upon such being filed in the Office of the Recorder of Christian County, Missouri either at the time of the recording of the instrument or thereafter. As of the time of the recording of this instrument, the Subdivision Plat Copper Leaf is recorded at Plat Book H, Page 159 with the Christian County, Missouri Recorder of Deeds. A copy of the legal description to which these Covenants Conditions and Restrictions shall apply is attached hereto as Exhibit "A" and is incorporated herein by reference.

1.9 Dwelling Unit. A structure situated upon a Lot designed for use and occupancy for residential purposes.

1.10 Exhibit. An attachment to these Restrictive Covenants so labeled, each of which shall be deemed incorporated in these Restrictive Covenants as though set forth in full in the section in which each such Exhibit is referred to.

1.11 Family. One or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than four (4) persons not all so related, together with their domestic servants, who maintain a common household in a Dwelling Unit.

1.12 Grantor. The Grantor named herein or its assigns or such successor or successors who or which succeed to the interests of the Grantor, either in whole or in part, including but not limited to a successor acquiring an interest (i) upon foreclosure of a Mortgage upon the Property under which the Grantor is a grantor or (ii) as grantee under a deed in lieu of such foreclosure.

1.13 Guest. Any agent, servant, employee, contractor, Tenant, guest, licensee or invitee of an Owner.

1.14 Improvements. All structures and appurtenances of every kind, whether above or below the land surface, including but not limited to, buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, walkways, utility systems, landscaping improvements, retaining walls, stairs, decks, hedges, windbreaks, exterior fixtures, planting, planted trees and shrubs, poles, signs and any other structures or landscaping improvements of every type and kind built or placed on the Lots. It is intended that the Improvements reasonably meant for the Owner of a particular Lot will lie entirely within said Lot.

1.15 Lien Indebtedness. Shall have the meaning set forth in Section 10.1.

1.16 Lot. One of the subdivided single-family lots, whether improved or unimproved, owned in fee simple and situated in Christian County, Missouri, and all improvements thereon and all appurtenances and hereditaments appertaining thereto or one multi-family lot, whether improved, unimproved, owned, in fee simple and situated in Christian County, Missouri and all improvements thereon.

1.17 Mortgage. Any mortgage, deed of trust or other assignment, pledge or security instrument creating a lien or encumbrance intended to secure a debt on any Lot, and "Mortgagee" means any grantee, beneficiary or assignee of a Mortgage.

1.18 Multi-Family Residential Area. All of the Lots located in Copper Leaf designated or otherwise being currently used as a multi-family residential area.

1.19 Multi-Family Residential Use. The occupancy and use of a multi-family Dwelling Unit in conformity with these Restrictive Covenants and the requirements imposed by applicable zoning laws or other state or municipal laws, ordinances and/or regulations.

1.20 Owner(s). The Person or Persons, being the owner or owners of record of a Lot in fee simple including the Grantor so long as any Lot above is owned by Grantor. Such definition specifically excludes, however, that Person or Persons having such interest as security for the performance of an obligation.

1.21 Person. An individual, corporation, partnership, combination, association, trustee or any other legal entity.

1.22 Project. The Property together with all improvements made thereon.

1.23 Property. All that real property situated in Christian County, Missouri described on Exhibit A attached hereto and incorporated herein by reference, along with all the appurtenances and hereditaments thereunto belonging or in anywise appertaining.

1.24 Public Purchaser. A purchaser of a Dwelling unit and/or Lot who is unrelated to Grantor or to a corporation, partnership, joint venture, or other business entity in which Grantor has an ownership or beneficial interest or over which Grantor exercises contractual or other control relating to the improvement, development or sale of the Property.

1.25 Restrictive Covenants. These First Amended Covenants, Conditions and Restrictions of the Residential Lots of Copper Leaf, together with any validly executed and authorized original, supplement or amendment hereto recorded in the Recorder's Office of Christian County, Missouri.

1.26 Single-Family Residential Area. All of the Lots located in Copper Leaf designated as a single-family residential area.

1.27 Single-Family Residential Use. The occupancy and use of a single-family Dwelling Unit in conformity with these Restrictive Covenants and the requirements imposed by applicable zoning laws or other state or municipal laws, ordinances and/or regulations.

1.28 Subdivision Plat. Has the meaning set forth in Section 3.1 herein below.

1.29 Tenant. The Person that is the tenant occupying a "Lot" or a Dwelling Unit under a bona fide, permitted lease with Owner.

## ARTICLE II

### PROPERTY SUBJECT TO RESTRICTIONS

2.1 The Project. All of the Lots in the Single-Family Residential Area and the Multi-Family Residential Area shall be subject to these Restrictive Covenants and shall constitute the Project. Grantor hereby declares that all of the Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used occupied and improved subject to all of the covenants, conditions and restrictions contained in these Restrictive Covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Property and are established and agreed upon for the purpose of contributing to the enhancement of the value, desirability and attractiveness of the Property and every part thereof. These Restrictive Covenants shall run with the land constituting the Property and shall be binding upon and inure to the benefit of the Grantor, each Owner of a Lot in the Project and each successor in interest of such Owner, and each Tenant of a Dwelling Unit. Each and all of the covenants, conditions, restrictions, limitations, easements, uses and obligations contained herein shall be deemed to be and shall be construed as equitable servitudes enforceable by Grantor, and the Owner of any Lot against other Owners, Tenants, or occupants of the Property, or any portion thereof.

2.2 Separate Taxation. Each Lot shall be deemed to be a parcel and shall be subject to separate assessment and taxation by each assessing body and special district for all types of taxes authorized by law, including ad valorem levies and special assessments. No forfeiture or sale of any Lot for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Lot or to the Common Area.

2.3 Title. A Lot may be held and owned by more than one Person as joint tenants, tenants in common, tenants by the entirety or in any real property tenancy relationship recognized under the laws of the State of Missouri.

2.4 Liens Against Lots -- Removal From Lien -- Effect of Partial Payment.

(a) No labor performed or materials furnished, with or without the consent, or at the request of an Owner of a particular Lot, or his agent, shall be the basis for the claim or perfection of a lien of any kind, statutory, equitable, legal or contractual against a Lot, Common Area or improvements of another Owner not expressly consenting to or requesting the same. No lien shall lie or be enjoyed by any Person for labor performed or materials furnished for the Common Area and the non-payment for same shall not be the basis for the establishment of a lien pursuant to law, or equity or contract against any of the Lots or Common Area. Any Person undertaking to perform labor for or furnish materials to the Common Area shall be bound by this prohibition against liens.

(b) Each Owner shall indemnify and hold each of the other Owners harmless from and against liability or loss arising from the claim of any lien against the Lot of that Owner, or any part thereof for labor performed on or for materials furnished to such Owner's Lot.

(c) The provisions of Section 2.4(a) and (b) shall not, however, in any manner affect rights established elsewhere in the instrument with respect to liens in favor of the Association or the Grantor.

## ARTICLE III

### VARIOUS RIGHTS AND EASEMENTS

3.1 Easements Reserved. Easements are reserved and granted as shown on and in accordance with the Subdivision Plat, plans and other instruments of record as recorded in Book H Page 159 in the Recorder's Office of Christian County, Missouri, along with all plats, replats, maps, documentation and amendments thereto (the "Subdivision Plat").

3.2 Owner's Easements for Utilities. To the extent that such may be necessary, each Owner shall have a non-exclusive easement in, on and over the Common Area, for utility service to his Lot, including but not limited to, water, sewer, gas, electricity, telephone and cable television service.

3.3 Intentionally Omitted.

3.4 Ingress and Egress Easement. A non-exclusive easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies, services or Persons, and to U.S. Postal Service person, and garbage collection, now or hereafter servicing the Property, to enter upon the Property, in the performance of their duties.

3.5 Utility Easement. Should any utility company request a specific easement by separate, recordable document, Grantor shall have the right, without joinder by any other party, to grant such easement on, and over any of the Property without conflicting with the terms hereof; provided, however, such easement is limited to those area designated as easements on the Subdivision Plat. The easements provided for in this Article III shall in no way affect any other recorded easements on the Property.

3.6 Easements of Enjoyment in Common Area. Every Owner shall have a right and easement of use and enjoyment in and to the Common Area, including, but not limited to easements for pedestrian use which shall be appurtenant to and shall pass with the title to each Lot, subject, however to the following:

(a) The provisions of these Restrictive Covenants, and Architectural Committee Rules (as the same may from time to time be adopted and amended);

(b) The rights and easements granted and reserved as set forth elsewhere in Article III;

(c) The right of the Grantor to dedicated or transfer all or any part of the Common Area to any public agency, authority, or utility, tax assessing body, maintenance body or special district, for such purposes and subject to such conditions as may be agreed upon in Grantor's sole discretion.

3.7 Reciprocal Appurtenant Easements. Easements for the installation and maintenance of utilities and drainage facilities are shown on the recorded plat or plats of the Property, and there are hereby created appurtenant easements for the use and benefit of the respective Lots served, as dominant tenements, on, under and across the Lots burdened thereby, as servient tenements, for ingress and egress of maintenance persons and their vehicles for inspection and repair purposes, and for utility and telephone lines, conduits or cables, sewer and drainage pipes, sprinkler systems, culverts, and utility meters. No Dwelling Unit, structure, planting or other Improvements of any kind shall be built, erected or maintained upon any such easement, reservation, or right-of-way which may damage, interfere with or change the direction of flow of drainage facilities, and said easements, reservations and rights-of-way shall at all times be open and accessible to utilities, and to Grantor, , its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, under and upon such locations to carry out any of the purposes for which said easements, reservations, and rights-of-way are hereby granted.

3.8 Appurtenant Easements. The easements, uses and rights herein created for and Owner shall be appurtenant to the Lot of that Owner and all deeds, grants and conveyances of and other instruments affecting title to a Lot shall be deemed to grant or reserve the easements, uses and rights as are provided for herein, even though no specific reference to such easements, uses and rights appears in any such conveyance. Each of the easements provided for in these Restrictive Covenants shall be deemed to be covenants running with the land for the use and benefit of the Lots and the Common Area, as the case may be, superior to all other encumbrances applied against or in favor of any portion of the Property. In furtherance of the easements provided for in these Restrictive Covenants, the individual grant deeds to Lots may, but shall not be required to, set forth said easements. Any conveyance of any such easement unaccompanied by a like conveyance of a corresponding interest in a Lot shall be void.

3.9 Easements. Notwithstanding anything herein expressly or impliedly to the contrary, all easements shall be subject to these Restrictive Covenants and/or any validly executed and authorized supplements or amendments thereto recorded in the Recorder's office of Christian County, Missouri.

#### ARTICLE IV

#### RESTRICTIVE COVENANTS AND OBLIGATIONS

4.1 Single Family Restrictions. All Lots not specifically designated as Multi-Family Residential Lots shall be a Single-Family Residential Area and shall be for the exclusive use and benefit of the Owners thereof and shall be restricted to Single-Family Residential Use, subject, however, to all of the following limitations and restrictions, in addition to those elsewhere herein set forth. Sections 4.5, 4.6 and Sections 4.9 through 4.53 below shall also apply to all Multi-Family Residential Areas.

4.2 Dwelling Size. The living area of the ground floor of a Dwelling Unit on any Lot exclusive of basement, garage, patios, porches which are not totally enclosed and outbuildings, shall not be less than 1,500 square feet.

4.3 Building Height Restrictions. Building height restrictions shall conform to City of Nixa Land Development Code and the City of Nixa and Christian County Zoning Ordinance.

4.4 Building Lines. Minimum building setback lines for all Lots shall be as set forth in the Subdivision Plat. In no event, however, shall building setback lines (front, rear and side) be less than those required by applicable ordinances and regulations. The Grantor reserves unto itself, its successors and assigns, and the Architectural Committee the right to control, absolutely, the precise location of any structure upon all Lots with particular emphasis on front setbacks to create various setbacks on adjoining lots. Such location shall be determined only after reasonable opportunity has been afforded to an Owner to recommend a specific location.

4.5 Windows. The type, size, and condition of the windows for a Dwelling Unit shall be strictly controlled and subject to the approval of the Architectural Committee.

4.6 Building Materials. All exterior building materials shall be strictly controlled by Architectural Committee and must be approved as to composition, usage and façade coverage ratios. Each Dwelling unit shall have a brick and/or stone front with two foot (2') returns.

4.7 Roof; Foundation. Each Dwelling Unit shall have a roof with a minimum of an eight foot (8') pitch not to exceed a twelve foot (12') pitch and shall be made of materials as approved by the



Architectural Committee. No more than 18 inches (18") of a Dwelling Unit's foundation shall be exposed to public view.

4.8 Garage. Each Dwelling Unit must have a private, fully enclosed garage of not more than three (3) automobiles each to be equipped with a sliding or roll-up garage door. Each Owner shall keep his or her garage door closed and shall not leave the interior of his or her garage open to public view, except when necessary for movement of motor vehicles and other permitted items stored therein. This prohibition against allowing a garage door to remain open shall be strictly construed. Each Owner shall keep his or her garage in a neat and orderly condition with all storage areas completely enclosed. Garages shall be used only for the parking of motor vehicles, storage and hobby workshop purposes.

4.9 Landscape Design; Irrigation. Appropriate construction procedures should be followed to protect and preserve desirable trees, shrubs and other landscaping which may exist on the construction site or on adjacent or nearby sites. Mature vegetation should, whenever practical, be preserved to give the landscape design an established appearance.

(a) Burning shall not be allowed. Damaged plant material on a Lot shall be replaced by Owner with plant materials comparable to those damaged.

(b) Irrigation systems shall be installed underground on the front lawn and side lawn of each Dwelling Unit and shall be installed on any portion of a Lot that abuts any Common Area.

4.10 Landscape Installation. Each Owner shall be required to maintain his Lot in a consistently neat and attractive manner beginning from the date of purchase. Permanent and complete landscaping for each Lot not initially landscaped by Grantor, shall be installed, planted and completed by each Owner within ninety (90) days (weather permitting), after the Dwelling Unit on such Lot has been completed by each Owner in accordance with the building plans as approved by the Architectural Committee. The front lawn and each side lawn of each Lot shall consist entirely of sod. Each Lot shall have two (2) trees and six (6) five gallon capacity shrubs all of reasonable character and condition. However, upon written request, the Architectural Committee may grant exception to this requirement for lots that, in the Architectural Committee's sole discretion, fail to have sufficient yard space for which two (2) trees may be planted. Each Owner shall maintain all landscaping located on his Lot in a neat and orderly condition and shall replace any diseased or dead lawn, trees, or ground cover and shall keep the lawn area neatly mowed. Nothing herein shall obligate the Grantor to landscape any portion of the Property.

4.11 Landscape Maintenance. Grass, weeds and other ground cover on each Lot shall be kept mowed and cleared at regular intervals by the Owner thereof so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants shall be pruned, clipped, cut and maintained so as to keep such landscaping consistent with other developed and landscaped Lots on the Property and with the custom of the majority of the Owners. Dead vegetation of any kind shall be promptly removed from a Lot. Until a residence is constructed on a Lot, an Owner may maintain his Lot in its natural state consistent with this Article IV.

4.12 Tree Cutting. No trees which are six (6") inches or more in diameter (when measured by caliper at a point on its trunk which is twenty-four inches (24") from the ground at its base), shall be severed from the Property without the prior written approval and consent of the Architectural Committee. Any tree of 6" caliper or larger cut down without prior approval and consent of the Architectural Committee shall be replaced, by the Owner at his/her expense, with a tree of like species, of equal quality and size.

4.13 Maintenance of Lot Drainage. Slope areas within any Lot shall be maintained continuously by the Owner thereof in a neat, orderly, and safe condition and in such a manner as to enhance their appearance, maintain established drainage course (as delineated on the approved grading plans), and prevent structure damage. No planting, or other material shall be placed or permitted to remain or other activities undertaken on any Lot which might damage or interfere with established drainage courses, create erosion or sliding problems, or interfere with established drainage courses, functions or facilities.

4.14 Hard Surface Paving Materials. Driveways and walkways shall be composed of exposed aggregate concrete, "Bomanite" (or similar material) individual pavers, or asphalt.

4.15 Fences. All fences are to be four foot (4') pickets in height by seven and ½ inches (7 ½) wide, shadowbox, made of wood and no chain link fences shall be permitted. Exterior fences for exterior lots only adjoining non-Property may be six (6) feet tall. No fence shall be erected nearer to a street than the applicable building setback line. Fence surface shall be of finished materials on all sides. Any Owner of any Lot containing such a fence agrees that such fence shall be kept and maintained pursuant to the terms and provisions of the Architectural Committee Rules. All fences shall be stained a color of wood, subject to the approval of the Architectural Committee.

(a) No fence, wall, berm, mound, shrub, hedge, or plant (other than trees) or other structure intended as a full or partial visual or physical barrier shall be erected or maintained on any Lot, other than as may be initially installed by Grantor, unless first approved, in writing, by the Architectural Committee.

(b) No fence, wall, berm, mound, shrub, hedge, or plant (other than trees which are not intended to create a visual barrier) which obstructs sight lines at elevations between two (2) and six (6) feet above roadways will be placed or permitted to remain in any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines (unless a greater distance is prescribed by ordinance), or in the case of a rounded property corner, from the intersection of the street lines extended. No corner Lot shall have a driveway closer to the intersection than twenty-five (25) feet unless a greater distance is prescribed by ordinance. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

(c) Nothing herein contained, however, shall prohibit Grantor from erecting any fence, wall or other structure or planting required or suggested by Copper Leaf or any governmental authority or regulatory body or which Grantor deems desirable from time to time.

4.16 Fire Escapes. Exterior fire escapes shall not be allowed. No exterior stairs on a Single-Family Dwelling Unit shall be permitted

4.17 Proximity to Road. Excluding mail boxes, vegetation and light posts or other similar structures, all of which shall have been approved by the Architectural Committee, no permanent vegetation or structure of any kind shall be allowed within ten feet (10') of any public or private roadway directly contiguous with any Lot.

4.18 Improvements, Alterations and Repairs. No improvements, repair, excavation or other work which in any way alters the exterior appearance of any Dwelling Unit, Lot, or the Improvements located thereon from its natural or improved state, shall be made or done without the prior approval of the Architectural Committee pursuant to the terms of Article VI hereof.

4.19 Residential Use. No Lot shall be used for all other purpose than private residential purposes. No commercial uses of any type shall be allowed.

4.20 Rental of Dwelling Units. An Owner shall be entitled to rent the Dwelling Unit situated on his Lot to a single Family, provided that such rental shall not be for a term less than ninety (90) days. Any rental or lease of a Dwelling Unit shall be subject to these Restrictive Covenants by the Owner. Any Owner renting or leasing a Dwelling Unit shall at all times be responsible for his tenant's compliance with all of the provisions of these Restrictive Covenants in the occupancy and use of the Dwelling Unit as well as the payment of all monies due hereunder.

4.21 Insurance. Nothing shall be done or kept on the Common Area which shall increase the rate of insurance relating thereto without the prior written consent of the Grantor and no Owner shall permit anything to be done or kept on his lot or the Common Area which would result in the cancellation of insurance on any Dwelling Unit or on any part of the Common Area or which would be in violation of any law. No Owner shall store any dangerous explosives or flammable liquids in his Dwelling Unit or other Improvements on his Lot or in the Common Area except that five (5) gallons or less of gasoline may be kept for lawn mower use so long as it is maintained in a spill-proof container which is consistent with applicable laws and regulations.

(a) All Owners shall maintain a policy or policies of insurance which shall insure such Owner(s) against loss occasioned by fire and other hazards which are commonly covered by such policies of insurance issued in Christian County, Missouri, such coverage in an amount of not less than the replacement value of the improvements on an Owner's Lot. Unless otherwise required by the Beneficiary of a first Mortgage in connection with any Lot, all proceeds of such insurance shall be used for the repair and replacement of the improvements, which suffer a loss covered by such insurance. In the event that the insurance proceeds are insufficient to complete such repair and/or replacement, the Owner shall pay in advance such additional sums as may be necessary to complete such repair and/or replacement. In the event said Owner does not commence such repair or replacement within a reasonable time, such reasonable time not to exceed three (3) months, the Grantor, and/or the Association, may file a civil complaint in a court of competent jurisdiction requesting a court ordered mandatory injunction or pursue any other right or remedy provided for herein.

The Grantor and/or Association is not limited to the foregoing remedies and may, at its option, choose any one or more of the foregoing remedies or any other remedy available to it in law or at equity.

(b) Owners may carry other insurance for their benefit and at their expense.

4.22 Grantor's Facilities. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Grantor to maintain, during the period of the sale of said Lots, upon such portion of the Property as Grantor deems necessary or desirable, such facilities, as in the sole opinion of Grantor, may be reasonably required for or convenient or incidental to the sale Grantor's Lots, including, but without limitation, a business office, storage area, construction yard, signs or sales office.

4.23 No Noxious, Offensive, Hazardous or Annoying Activities. No noxious or offensive activity shall be carried on upon any part of the Property, which is or may become a nuisance or cause disturbance or annoyance to others. No sound shall be emitted on any part of the Property, which is unreasonably loud or annoying. This prohibition shall include but shall not be limited to noise and annoyance created by sport activities, which take place on any Lot. No odor shall be emitted on any part of the Property, which is noxious or offensive to others.

Without limiting to scope of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security alarm devices with timer reset switches used exclusively for security purposes, shall be located, used or placed on a Lot or in any Dwelling Unit.

4.24 Fireworks and Use of Firearms. The sale and use of fireworks of any kind whatsoever on the Property is prohibited. The use of or discharge of firearms of any kind whatsoever is prohibited. Fireworks may be used in the park areas of the Common Areas only so long as such is in connection with an Association wide function, approved by the Association, Architectural Committee, and City of Nixa, Missouri.

4.25 Commercial Activity. No commercial activity of any kind shall be conducted on any Lot or in any Dwelling Unit; *provided, however*, nothing herein shall prohibit the Grantor from the carrying on of promotional activities.

4.26 Signs. No signs whatsoever (including but without limitation, commercial, political and similar signs) which are visible from neighboring property shall be erected or maintained on any Lot or any other area of the Project, except the following.

- (a) Such signs as may be required by legal proceedings;
- (b) Name and address signs, subject to the approval of the Architectural Committee as to suitability;
- (c) During the time of construction or marketing of a newly constructed Dwelling Unit or other Improvements by individual Builders, identification signs regarding financing and construction and Project marketing signs, all of which shall have been approved in advance by the Architectural committee;
- (d) Not more than one double faced "for sale" or "for rent" sign not exceeding for (4) square feet in size per side. Any such signs shall be attractive and compatible with the design of the Project (to be determined in the sole discretion of the Architectural Committee), and shall comply with all applicable laws ordinances;
- (e) Lighting for all signs shall be indirect with the source of light concealed from direct view;
- (f) Grantor shall be exempt from the Section;
- (g) Notwithstanding the foregoing, an Owner shall not be permitted to install and/or maintain a sign on any Lot, Common Area or other area of the Project, other than the Lot(s) owned by the respective Owner.

4.27 Motor Vehicles, Trailer, Boats.

(a) No motorized or non-motorized vehicle of any kind may be parked, stored or kept upon any Lot except within an enclosed garage; provided that the following exception shall apply:

(1) A third (in the case of two car garage), or fourth (in the case of three car garages) personal sedan or coupe automobile which is owned and/or used by an Owner or a member of that person's immediate family residing in the Dwelling Unit on such Lot, shall be permitted to be parked wholly within a paved parking space, on the Lot, which is suitable for such parking; and

(2) Motor vehicles of social guests of an Owner may be temporarily parked upon a paved portion of that Owner's Lot or in a legal manner upon the streets or approved Common Area. However, parking upon the streets shall be done as a last resort and such parking shall be done in a manner that does not interfere and/or impede traffic flow, or otherwise disrupt other Owners' use and enjoyment of their Lots. Owners shall make all reasonable attempts to limit the parking of their guests to areas upon the streets directly in front of their Lot.

(b) No motor home, boat, aircraft, land roaming recreational vehicle, ATV, trailer, permanent tent, or similar structure, permanent storage structure, truck camper or recreational motor vehicle shall be kept, placed, maintained, constructed, reconstructed or repaired, upon any Lot or street within the Project in such a manner as shall be visible from other Lots, public or private streets, Common Area. However, recreational motor vehicles shall be allowed for temporary parking for the purpose of loading and unloading (maximum of two consecutive nights).

(c) No motor vehicle, boat, trailer, aircraft or other vehicle shall be constructed, reconstructed or repaired within the Project in such a manner as will be visible from other Lots, public or private streets, or Common Area; provided, however, that the provisions of this section shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any work or Improvement approved by the Architectural Committee.

(d) No commercial, industrial, or trade vehicles, of any nature, shall be parked or stored on any Lot or on the streets of the Project, except for commercial, industrial, or trade vehicles providing services to the Owners of Lots and in that event only for the duration necessary to provide such services, except that a trade vehicle owned or used by an Owner or a member of his immediate family may be parked wholly within an enclosed garage.

4.28 Trash, Garbage, Waste. All garbage, gardening materials, accumulated waste, dead or severed plant material and trash shall be placed in and kept in covered containers. All trash garbage, waste and materials of a similar nature and containers for the containment thereof, used on a particular Lot shall not be visible from other Lots, public and private streets and Common Area except as may be required for public or private collection services. In no event shall trash containers be maintained so as to be visible from a neighboring Lot except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, debris or garbage shall be regularly removed from each Lot and the common Area and shall not be allowed to accumulate thereon. The Association shall be responsible for trash removal from the Common Area.

4.29 Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot except generally recognized domestic (e.g., dog or house cat) household pets may be kept, but not bred, on a Lot, but only if they are kept, or raised solely as household pets for private use, are not maintained for any commercial purposes and are of reasonable size considering the size of the Project and the proximity of the Dwelling Unit. No pet shall be permitted outside of the Lot of the Owner of the pet, unless the pet is under the control of a reasonable person by means of a leash or other reasonable restraint, which shall be no longer than six (6) feet in length. Each Owner shall prevent its pet from soiling walks, paths, other Lots, and all portions of the Common Area and, if so soiled, shall immediately clean and properly dispose of such waste.

4.30 Structures for Animals. All structures for the care, housing, fencing, and/or confinement of any household pet shall be maintained so as to render same invisible from other Lots, public and private streets, and Common Area.

4.31 Structures. Subject to Section 4.54(1), no temporary building, trailer, fuel storage tank, shed, tent, garage, treehouse, playground equipment, barn or other building, whether in the course of construction or otherwise, shall be placed upon any Lot. No detached structure for purely ornamental purpose, above ground swimming pools, permanently constructed stoves, grills or ovens, may be erected on any Lot without the prior written consent of the Architectural Committee.

4.32 Antennae, Dishes, etc. Without prior written approval and the authorization of the Architectural Committee no exterior television or radio antenna, dish or other similar device may be erected, placed, allowed or maintained upon any portion of the Property or Improvements to be located upon the Property nor upon any structure situated upon the Property. The Architectural Committee shall be empowered to decide upon and dictate particular placement and structure of such device as a condition to approval, subject to the provisions of applicable laws, codes, ordinances and regulations. In the event that approval for such structure is granted, all such structures shall be completely screened from view from other Lots, public and private streets, and Common Area.

4.33 Storage of Building Material. No building material of any kind or character shall be placed or stored upon any portion of a Lot until the Owner of the Lot has commenced the construction of Improvements. Such building materials shall not be placed or stored in the public or private streets, or upon any Common Area. In the event that the construction of Improvements shall cease for a period of fifteen (15) days for reasons other than weather conditions, all such building materials shall be forthwith removed by the Owner, and if not promptly removed by such Owner, then by Grantor, at Owner's expense. To the extent reasonably possible, all equipment, garbage cans, wood stacks, and brick stacks shall be kept concealed from view of public and private streets, other Lots, and Common Area.

4.34 Gardening. Vegetable gardening will be allowed only in rear yards of Lots located in the Single Family Residential Area.

4.35 Utility Service. No Owner shall erect lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, anywhere in or upon any Lot unless the same are contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or any other approved structures. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved buildings.

4.36 Clothes Drying Facilities. No outside clothes lines or other outside clothes drying or airing facilities or devices shall be maintained on any Lot, unless the Architectural Committee finds such facilities to adequately concealed so as not to be visible from other Lots, Common Area, public or private streets. All such installations must have prior approval by the Architectural Committee.

4.37 Barbecues and or Gas Fire pits. There shall be no exterior fires whatsoever except wood or gas fueled barbecue fires wholly contained within receptacles designed for such purposes and equipped with burners for such purpose. To the extent reasonably possible, all such devices shall be situated in such a way as to render them invisible from other Lots, public and private streets.

4.38 Mailboxes. The type, size, and color of the mailbox for a Dwelling unit shall be strictly controlled and subject to the approval of the Architectural Committee.

4.39 Basketball Standards. No basketball standards, backboards or goals, or other fixed sports apparatus shall be attached to any Dwelling Unit or garage or erected on any Lot without the prior approval of the Architectural Committee. In no event shall any of the above be constructed closer to the

street than the building set back line. Sports apparatus on any Lot shall not be utilized in a way, or at such times, so as to create excessive noise and/or annoyance to neighboring Lots, public and private streets or Common Area.

4.40 Mineral Exploration. No portion of the Property shall be used in any manner to explore for or to remove any water, oil, or other hydrocarbons, minerals of any kind, gravel, earth or any other earth substance or other mineral of any kind except in connection with the preparation of a Lot for approved construction thereon.

4.41 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or any other area of the Project, except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a Dwelling Unit or appurtenant Improvements in the Project.

4.42 Diseases, Insects, and Pests. No Owner shall permit anything or condition to exist upon his Lot, which shall induce, breed, or harbor infectious plant diseases, noxious insects or pests.

4.43 Hot Tubs / Jacuzzi. No Owner shall install and/or construct a hot tub, jacuzzi, plunge pool, or any other item intended to hold water for personal use without the approval of the Architectural Committee.

4.44 Temporary Occupancy. No trailer, basement of any incomplete building, shack, garage, and no temporary building or structure or other temporary Improvement of any kind shall be used at any time for a residence, either temporary or permanent or situated on a Lot for any other purpose without the prior approval of the Architectural Committee. Temporary buildings or structures used during the construction or improvement of a Dwelling Unit shall be expressly approved by the Architectural Committee and shall be removed immediately after the completion of construction. No Dwelling unit shall be occupied until a Certificate of Compliance has been issued by the Architectural Committee, recorded by the Owner and a Certificate of Occupancy has been issued by the City and/or Christian County Regulatory Authorities.

4.45 Restrictions on Further Subdivision. No Lot shall be further subdivided nor shall less than all of any such Lot be conveyed by an Owner thereof. Without limiting the scope of the foregoing, Grantor shall be exempt from the restrictions of this Section 4.45. Nothing herein contained in this Section 4.45 shall be construed as preventing an Owner from transferring a portion of a legal interest in the whole of a Lot.

4.46 Additional Deed Restrictions. Grantor reserves unto itself the right to impose additional and separate restrictions at the time of sale of any of the Lots sold by the Grantor which said restrictions may not be uniform, but may differ from Lot to Lot.

4.47 Right of Entry. Upon forty-eight (48) hours written notice (emergencies excepted) and during reasonable hours Grantor or any member of the Architectural Committee, or any authorized representative of any of the foregoing, shall have and is hereby granted the right and such right is hereby reserved to enter upon and inspect any building site, Dwelling Unit, Lot and the Improvement thereon as necessary in connection with construction, maintenance or emergency repair for the benefit of the Property, and such persons shall not be deemed guilty of, or liable for, trespass by reason of such entry.

4.48 Maintenance and Repair. No Improvement on any Lot shall be permitted to fall into disrepair. All Dwelling Units and Improvements, including without limitation structures, buildings, outbuildings, walls and fences situated on a Lot shall at all times be maintained in good condition and

repair by the Owner and shall be well and properly painted or stained. Prior written consent of the Architectural Committee shall be obtained before any exterior painting or refinishing of a Dwelling Unit or exterior appurtenances, including but not limited to fencing, thereto is performed. No Owner shall do any act or work that will impair the structural soundness of any Dwelling Unit or improvements or the safety of the Property.

4.49 Failure to Maintain. In the event that an Owner shall fail to maintain his Lot either in whole or in part, the Grantor and/or the Association through its Architectural Committee shall provide to the Owner written notice of such non-compliance and shall afford Owner a reasonable time, not to exceed thirty (30) days from the date of such notice, within which Owner must take all necessary actions to comply with the requirements. Such actions may include, but are not limited to, alteration, addition, modification or demolition of a structure, re-painting or removal of non-conforming objects, signs, fences, etc. Should Owner fail to complete such corrective action within the reasonable time allotted, the Grantor or the Association through its Architectural Committee may, without further notice, through its agents contractors and employees, enter upon said Lot and take all reasonable corrective actions and the expense for same shall be borne by the Owner and secured by the lien against the Owner's interest in the Lot and improvements thereon as provided herein.

4.50 General Contractors. Dwelling Units shall be constructed only by general contractors who, at all times during such construction, (a) are fully licensed and in good standing with the State of Missouri and (b) can provide evidence that such contractor is capable of furnishing a payment and performance bond with a corporate surety company doing business in the State of Missouri.

4.51 Tree Species. No trees shall be planted that typically have root systems which are located near the soil's surface and/or that commonly have root systems that are visible. Trees which shall be permitted include, but are not limited to, Sweetbay Magnolia, Japanese Tree Lilac, Paperbark Maple, Redbud, Kousa Dogwood, Chokecherry, Serviceberry, Chinese Fringetree, Japanese Cherry, Columnar Hornbeam, Crabapple, and Japanese Maple. Owners shall obtain the approval of the Architectural Committee prior to planting and/or selecting a tree species.

4.52 Christmas Lights. Christmas lights may be installed on or after the first day of November each and every year. Christmas lights shall be removed from all Dwelling Units on or before the first day of March each and every year.

4.53 Enforcement. In addition to all other remedies stated herein, or at law or equity, should any Owner be in violation of any restriction stated within sections 4.1 through 4.52, the Owner shall be fined a "per day" fine equal to an amount to be determined by the Board. Notwithstanding the Board's ability to determine the "per day" fine, the recommended minimum fine shall be One Hundred Dollars (\$100.00) per day. Any fines determined by the Board shall be considered an Assessment for the purposes herein.

4.54 Construction Standards.

(a) Commencement of construction of an Improvement on a Lot shall start within sixty (60) days following the recording of the deed conveying title from the Grantor to the Owner of such Lot. Construction of an Improvement shall proceed in a timely and orderly manner to a prompt completion.

(b) No construction of an Improvement shall be commenced prior to the approval of the plans and specifications thereof by Architectural Committee pursuant to Article VI hereof. The construction of any Improvement shall be completed (as evidenced by the issuance of a Certificate of



Occupancy therefore) within on (1) year following the date of the commencement of the construction thereof. For purposes of these Restrictive Covenants, the "commencement of construction" of an Improvement shall be deemed to be the date on which any work is performed on a Lot in preparation for the construction of an Improvement, except for routine cleaning of such Lot. The maximum one-year period provided for completion of construction, may be extended by the Architectural Committee upon receipt of a written request detailing circumstances prohibiting completion within one-year period. Any construction of an Improvement not completed within one-year from commencement of construction or by the expiration of the extension period, if any, (date as determined by the Architectural Committee), may be subject to the following remedies of the Grantor:

(i) Grantor may file a civil complaint in a court of competent jurisdiction requesting a court ordered mandatory injunction; or

(ii) Grantor may enter the Lot and complete the Improvement with all cost of completion to borne by the Owner secured by a lien against the Owner's Lot hereby granted, conveyed and reserved.

(iii) The Grantor is not limited to the foregoing remedies and may, at its option, choose any one or more of the foregoing remedies or any other remedy available to it in law or at equity, including, but not limited to, a per diem fine.

(c) No Lot is to be cleared nor shall construction commence for an Improvement on any Lot until a building permit therefor is granted, the Lot closing has taken place, and the Architectural Committee has approved the plans and specifications for such construction.

(d) No dumping or open burning of construction materials, waste, or trash shall occur on any Lot.

(e) Loud music will not be permitted on any construction site.

(f) Builders, developers, and contractors (collectively, "Builder") shall be solely responsible for the actions of their workers, employees, and representatives as well as the acts or omissions of the Builders subcontractors, and such Builder shall indemnify, save, and hold Grantor and Association harmless from any damages (whether to people or property), claims, causes of action, expenses (including reasonable attorney fees), and losses arising out of or in any way related to Builder's construction of an Improvement on a Lot.

(g) No changes in the plans during the construction period will be permitted without the prior express written approval of the Architectural Committee.

(h) No construction work shall begin before 7:00 a.m. or continue after 7:00 p.m.

(i) Excess excavation materials must be immediately hauled away from the Lot and from the Property.

(j) Builders shall clean up all trash and debris on the construction site at the end of each week and keep the construction site in a well-maintained appearance at all times.

(k) If a Builder, or any subcontractor thereof damage any landscaping including, without limitation, shrubbery, trees, or lawns, such Builder shall notify the Grantor and reimburse Grantor for the entire cost of the replacement of such damaged landscaping.

(l) Each Builder shall be allowed to have one thirty foot (30') trash disposal dumpster ("Dumpster"), on each Lot during construction of a Dwelling Unit; provided, however, each Builder shall be allowed only one Dumpster on two adjoin Lot's owner by the same Owner. The Dumpster shall be removed immediately following completion of the Dwelling Unit's construction.

## ARTICLE V

### PROPERTY COMMON AREA

5.1 Common Area Ownership. The Common Area shall be maintained by the Association. Grantor retains ownership of the Common Area but may, at any time, convey all or any part of the Common Area to the Association or to the Owners in common ownership relative to ownership. Such ownership of the Common Area shall be in trust for the Owners and in the best interests of the Project. Upon the purchase of a Lot, an Owner automatically agrees to accept such pro-rata share of the Common Area.

Upon the transfer of the Common Area, Grantor shall use its best efforts to effect the easements and subordinations, which may be necessary in the best interests of the overall Project. To that end, all Owners do, upon their taking title to a Lot or Lots, irrevocably appoint Grantor as their attorney-in-fact to grant all such easements and to do those things and execute those instruments required to give effect to the intent of these Restrictive Covenants.

5.2 Use of Common Area. Each Owner may use the Common Area in accordance with the purpose of which they are intended without hindering or encroaching upon the lawful rights of the other Owners. Each Owner, by the acceptance of his deed or other instrument of conveyance or assignment, same are promulgated, either before or after such party shall become an Owner.

## ARTICLE VI

### ARCHITECTURAL COMMITTEE

6.1 Organization. There shall be an Architectural Committee of the Association consisting of not less than three (3) and not more than five (5) persons. There shall also be one alternate member who may act as substitute on the Architectural Committee in the event of absence or disability of any member of the Architectural Committee.

6.2 Designation of Members and Term of Office. The initial members of the Architectural Committee shall be appointed by Grantor acting as a director of the Association, prior to the conveyance of the first Lot to a Public Purchaser. Grantor shall designate three members to serve a term of three (3) years from the date of appointment. Each of said members shall serve the length of said terms unless they have resigned or have been removed from office. The Term of all Architectural Committee members appointed shall be three (3) years. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members who have resigned, been removed or whose terms have been expired may be reappointed. Members of the Architectural Committee shall, after the initial appointment by Grantor, be elected by the Board of Directors of the Association.

6.3 Resignations. Any member or alternate member of the Architectural Committee may at any time resign from the Architectural Committee upon written notice delivered to Grantor its successors or assigns.

6.4 Vacancies. Vacancies on the Architectural Committee, however caused, shall be filled by the Board of Directors of the Association.

6.5 Duties. It shall be the duty of the Architectural Committee to consider and act upon proposals or plans submitted to it pursuant to the terms hereof, to adopt Architectural Committee Rules, to perform other duties delegated to it by the Board of Directors of the Association, and to carry out all other duties imposed upon it by these Restrictive Covenants for residences, residential improvements, and all other improvements place upon the Lots

6.6 Meetings. The Architectural Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of a simple majority of the members of the Architectural Committee shall constitute an act by the Architectural Committee unless the unanimous decision of its members is otherwise required by these Restrictive Covenants. The Architectural Committee shall keep and maintain a record of all actions taken by it at such meetings or otherwise. The Architectural Committee and its members shall be entitled to reimbursement from the Association for reasonable out-of-pocket expenses incurred by them in the performance of any Architectural Committee function.

6.7 Architectural Committee Rules. The Architectural Committee may, from time to time and in its sole discretion, adopt, amend and repeal, by unanimous vote, the Architectural Committee Rules. The Architectural Committee Rules shall interpret and implement the provisions hereof by setting forth the standards and procedures for Architectural Committee review and guidelines for the architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in the Project; provided, however, that the Architectural Committee Rules shall not be in derogation of the minimum standards required by these Restrictive Covenants and shall have no effect upon any final consent or approval of which an applicant has been notified in writing.

6.8 Hiring of Employee(s). With the approval of the Board of Directors of the Association, the Architectural Committee shall have the right to engage the services of employees or independent contractors necessary to insure the smooth and efficient functioning of Architectural Committee business; provided, however, the Architectural Committee must act in the best interest of the Owners.

6.9 Architectural Control. No improvement or change including, but not limited to, the construction, alteration or erection of any building, structure, sign, fence, wall, driveway, walkway, landscape screening, mailbox, outdoor lighting fixture, sanitary and/or storm sewer system, underground wiring, swimming pool, pool deck, change in terrain or topography or the removal of any existing tree or trees which are six (6") inches or more in diameter (when measured by caliper at a point on its trunk which is twenty-four (24) inches from the ground at its base), shall be commenced, erected, placed or permitted on any Lot until the plans, specifications and specific location (including elevation) of said improvement or change (i) has been approved in writing by the Architectural committee, or (ii) the Architectural Committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it and received by it in the final form and content reasonably acceptable to the Architectural Committee. In the event of (ii) above, no such approval will be required and this Article VI will be deemed to have been fully complied with.

(a) If any improvement or change requiring approval shall be undertaken on a Lot and said approval has not been obtained from the Architectural committee or if any improvement or change which is not in conformity with plans and specifications approved by the Architectural Committee shall be undertaken on a Lot, said improvement or change shall be deemed to have been undertaken in violation of these covenants and upon written notice from the Architectural Committee, any such

improvement or change deemed to be in violation shall be removed by Owner or altered so as to cure such violation. If fifteen (15) days after the notice of such violation the Owner or Owners of the Lot in violation shall not have taken bona fide steps reasonably calculated to effect the timely removal or alteration of same, so as to render the Lot in conformity herewith, Grantor and/or the Association through its Architectural Committee shall have the right, through its agent, (i) to apply for appropriate injunctive relief to a court of competent jurisdiction and/or (ii) to enter said Lot and to take such steps as may be necessary to cure such violation and costs thereof shall be binding obligation of the Owner by a lien on the Lot granted, conveyed and reserved hereby enforceable in accordance with Article VIII hereof, and subordinate to the lien of any Mortgage and/or (iii) issue a per diem fine which shall be considered an Assessment herein. See Section 4.47 for provisions providing for right of entry.

(b) Failure on the part of the Grantor or the Architectural Committee to require the curing of such violation within one hundred twenty (120) days after any member thereof shall have actual knowledge as to the violation shall be deemed a waiver of the rights of the Grantor or the Architectural Committee contained herein as to the particular violation.

6.10 Application for Approval of Improvements. Any Owner, proposing to perform any work of any kind whatsoever which requires the prior approval of the Architectural Committee pursuant to Article VI, or any other provision of these Restrictive Covenants, shall apply to the Architectural Committee for approval by notifying the Architectural Committee of the nature of the proposed work in writing, by submitting to the Architectural Committee plans and specifications for the proposed work and by furnishing such additional information as the Architectural Committee may require. Minimum requirements for such submittal shall include:

- (a) Site plan with building location.
- (b) Paving locations and materials.
- (c) Tree protection/preservation; notation of all 6" caliper or larger trees to be removed or to remain and a listing of the species of trees that will be planted, if any.
- (d) Trash collection area(s).
- (e) Mailbox location.
- (f) Floor plans including room names and overall dimensions; tabulation of square foot area per floor and total area in square feet of structure excluding basement, garages, patios, open porches, and outbuildings.
- (g) Foundation plan including coordinated at a scale of one eighth inch (1/8") per foot or in lieu thereof, a reduced print of one twentieth inch (1/20") per foot.
- (h) Foundation survey.
- (i) Elevations and overall height from finished ground level on all cardinal points and indicating exterior materials and their colors.
- (j) Roof plan and color and samples if requested by the Architectural Committee.
- (k) Perspective (optional).

- Committee.
- (l) Exterior wall materials and colors and samples if requested by the Architectural Committee.
  - (m) Grades, existing and proposed.
  - (n) Buffers, screening for parking, transformers, trash, antenna, etc.
  - (o) Landscape areas (existing/proposed hardscape and softscape).
  - (p) Site lighting plan.
  - (q) Any alternative reductions shall be photographic quality and shall be accurate to the scale the original document is reduced.

Three (3) complete copies of all plans, at a scale of not less than one quarter inch (1/4") equals one foot (1'), shall be submitted to the Architectural Committee for its review along with a fee to be set from time to time by the Architectural Committee of not less than \$50.00 and not more than \$150.00. One complete copy of all materials submitted shall be return to the Owner. The other two complete copies will not be returned and shall become the property of the Architectural Committee and held as a record together with the submissions required by 6.10(a) through (q), inclusive for a period determined from time to time by the Architectural Committee.

6.11 Public Approvals. All pertinent requirements of public agencies must be followed in the development of the Property, and all plans must be approved by the appropriate departments in the City. Each Owner must verify that code requirements have been met at the time of purchase and development. Although based on local zoning and subdivision regulations, Grantor's criteria may be more restrictive in land use, site development standards, landscape requirements, or in other matters. In every case in which this criteria is a variance with public agency requirements, the more restrictive regulations shall govern. Final legal approvals permitting development and occupancy of the Property will be made by the appropriate governmental regulatory authorities.

6.12 Certificate of Compliance. Upon completion of any improvement or change on a Lot undertaken and completed in accordance with plans and specifications approved by the Architectural Committee and upon written request of the Owner of such Lot, a certificate of compliance issued in accordance with the provisions of this Article shall be prima facie evidence of the facts therein stated s to the Owner, any purchaser or encumbrancer in good faith and for value and as to any insurer such Certificate of Compliance shall be conclusive evidence that all improvements and changes described therein comply with all requirements of the Association or of this Article VI. No Dwelling Unit shall be occupied until the recording of such Certificate of Compliance.

6.13 Liability for Defective Plans and/or Respective Work Performed. Neither Grantor its successors and assigns, nor the Architectural Committee, its agents, nor any architect or agent thereof, shall be liable or responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications. Every person who submits plans or specifications, and ever Owner agrees, that he/she will not bring any action or suit against the Grantor, the Association or assigns, the Architectural Committee, its agents or any member thereof to recover any such loss or damage.

6.14 Proceeding with Work. Upon receipt of approval from the Architectural Committee or the failure of the Architectural Committee to reject such work pursuant to Section 6.9 above, the Owner

shall, as soon as practicable, satisfy all conditions hereof and diligently proceed with the commencement and as soon as practicable, satisfy all conditions hereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations pursuant to said approval. Said commencement shall be, in all cases, within one year from the date of such approval and (except for Lots which may be initially improved with Dwelling Unit by Grantor), all construction shall be completed and a Certificate of Occupancy for any Dwelling Unit shall be issued no later than one year following that date of the commencement of the construction thereof, and all landscaping initially installed on any Lot shall be complete within 90 days following the issuance of the Certificate of Occupancy for the Dwelling Unit on such Lot. If the Owner shall fail to comply with this section, any approval given pursuant to Section 6.9 above, shall be deemed revoked unless the Architectural Committee, upon written request of the Owner made prior to the expiration of the applicable period, extend the time for such commencement. No such extension shall be granted except upon a finding by the Architectural Committee that there has been no change in the circumstances upon which the original approval was granted.

6.15 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Notice of Completion. Upon the completion of any construction or reconstruction or the alteration or refinishing of the exterior of any Improvements, or upon the completion of any other work or which approved plans are required under these Restrictive Covenants, the Owner shall give written notice thereof to the Architectural Committee ("Notice of Completion").

(b) Right to Inspect. Within sixty (60) days after receipt of Notice of Completion, the Architectural Committee, or its duly authorized representative, may inspect such improvement to determine whether it was constructed, reconstructed, altered or refinished in substantial compliance with the approved plans, if the Architectural Committee finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved plans, in its sole discretion, it shall notify the Owner in writing of such non-compliance within such sixty (60) day period, specifying particulars on non-compliance, and shall require the Owner to remedy such non-compliance.

(c) Failure to Notify. If for any reason the Architectural Committee fails to notify the Owner of any noncompliance within ninety (90) days after receipt of the Notice of Completion from the Owner, the Improvement shall be deemed to be in accordance with said approved plans.

6.16 Application for Preliminary Approval. Any Owner proposing to construct Improvements requiring the prior approval of the Architectural Committee may apply to the Architectural Committee for preliminary approval by submission of preliminary drawings of the proposed Improvements in accordance with the Architectural Committee Rules. The purpose of the preliminary approval procedure is to allow an Owner proposing to make substantial Improvements an opportunity to obtain guidance concerning design considerations before expending substantial sums for plans and other exhibits required to apply for final approval. Applications for preliminary approval shall be considered and disposed of as follows:

(a) Architectural Committee Action. Within thirty (30) days after proper application for preliminary approval, the Architectural Committee shall consider and act upon such request. The Architectural Committee shall grant the approval only if the proposed improvement, to the extent its nature and characteristics are shown by the application, would be entitled to a final approval on the basis of a full and complete application. Failure of the Architectural Committee to notify the applicant within said thirty (30) day period shall constitute an approval. In granting or denying approval, the

Architectural Committee may give the applicant such directions concerning the form and substance of the final application for approval as it may deem proper or desirable for the guidance of the applicant.

(b) Duration of Preliminary Approval. Any preliminary approval granted by the Architectural Committee shall be effective for a period of one hundred twenty (120) days from the date of issuance thereof. During said period, any application for final approval which consists of proposed Improvements in accordance with the provisions of the preliminary approval and is otherwise acceptable under the terms of these Restrictive Covenants, shall be approved by the Architectural Committee.

(c) No Construction on Preliminary Approval. In no event shall any preliminary approval be deemed to be an approval authorizing commencement of construction of the proposed Improvements.

6.17 Waiver. The approval by the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee under these Restrictive Covenants, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

6.18 Special Situations-No Precedent Set. In order to meet special situations, which may not be foreseen, it may be desirable for the Architectural Committee to allow variances of certain requirements. Any variance thus granted shall not be considered to be precedent setting since the decision is being made with the welfare of the overall Project in mind.

6.19 Two Years to Commence. The Lots are offered for sale for the purpose of construction of Dwelling Units thereon and not for speculation or investment purposes. Thereof, it is mandatory that construction of a Dwelling Unit be commenced within two (2) year after acquisition of a Lot and continued to completion.

## ARTICLE VII

### GRANTOR'S DEVELOPMENT RIGHTS

7.1 Limitations of Restrictions. Grantor is or will be undertaking the work of improving Lots for Single-Family Residential Use, constructing incidental Improvements within the Project and may construct on un-improved Lots, and Single-Family Dwelling Unit. The completion of that work and the sale, rental and other disposal of said Lots and any Dwelling Units that may be constructed thereon by Grantor are essential to the establishment and welfare of said Project as a residential community. In order that said work may be completed and said project may be established as a residential community as rapidly as possible, nothing in these Restrictive Covenants shall be understood or construed to:

(a) Prevent Grantor, its contractors, or subcontractors, from doing on the Project or any Lot therein, whatever is reasonable necessary or advisable in connection with the completion of said work; or

(b) Prevent Grantor from conducting on any part of the Project, including property annexed thereto, its business of completing said work and of establishing the Property as a residential community and of disposing of the Property in parcels or Lots by sale, lease or otherwise; or

(c) Prevent Grantor from maintaining such sign or signs on any portion of the Project as may be necessary for the sale, lease or disposition thereof; or, prevent Grantor or its

representatives contactors, or subcontractors, from using any portion of the Project for ingress, egress, sales, development and construction purposes and all other purposes incidental thereto.

## ARTICLE VIII

### LIEN

8.1 Lien. If any Owner shall fail or refuse to make any payment of any indebtedness incurred by such Owner to Grantor or to the Association as set out in these Restrictive Covenants, including but not limited to per diem fines, when due, the amount thereof together with interest thereon at the lesser of the rate of ten percent (10%) per annum or the maximum interest rate then permitted under the laws of the State of Missouri (the "Lien Indebtedness"), after such indebtedness becomes due and payable, shall constitute a lien on the Lot of such defaulting Owner, such lien being granted, conveyed and created hereby and is expressly retained by the Grantor on each and every Lot for the benefit of all other Owners, the Association, the Grantor, their successors and assigns.

8.2 Lien Subordinate to Mortgage. All Liens herein established, including but not limited to, the lien for Lien Indebtedness payable by Owner, shall be subordinate to the lien of a recorded first Mortgage on the interest of such Owner. This Section 8.2 shall not be amended, changed, modified or rescinded without the prior written consent of all beneficiaries who are at the time owners of first Mortgage.

8.3 Notice. In addition to all other remedies available to the Grantor or the Association, any one of them may file a written notice of the lien created hereunder in the Recorder of Deed's Office of Christian County, Missouri after failure of any Owner to make a timely payment required by these Restrictive Covenants and/or the Association. Subject to the provisions of Section 8.2, above, such filing shall provide constructive notice of the existence of the lien and shall establish thereby a priority over those liens filed after filing date of these Restrictive Covenants when so permitted by applicable law. Any notice of lien so filed shall be effective if it substantially states the following: a) that a lien exists in favor of the claimant, b) the amount of the lien, c) the legal description of the real property subjected to the lien, and d) the record owner of such property. For each certificate/lien so filed, the Association shall be entitled to collect from the Owner of the Lot described therein a lien fee of \$50.00, all other costs and fees incurred as a result of the filing of such (including attorney fees), plus any and all filing fees charged by the Recorder of Deed's Office, which fee shall be added to the amount of the delinquent assessment and the lien on the Lot.

## ARTICLE IX

### ASSESSMENT FOR COMMON EXPENSES

9.1 Annual Assessment. Each Owner, inclusive of Grantor, provided Grantor is an Owner, shall be obligated to pay a proportionate share of the expenses of the administration and operation of the Association and Common Area and of other expenses incurred in conformity with these Restrictive Covenants. Assessments for this purpose shall be imposed by the Association's Board of Directors (the "Board") to meet the Common Expenses. Lots for Single Family Residential Use shall be assessed an annual assessment per Lot. Multi-Family Residential Use Lots shall be assessed an annual assessment per unit with each unit thereon paying a rate of one half (1/2) the assessment for Single Family Residential Use Lots. ((For example, if the annual assessment for each single-family lot is \$1000 and one multi-family lot contains 10 units, the multi-family lot would owe a total annual assessment in the amount of \$5,000 (\$1000 x 1/2 x 10)). Under no circumstances shall a Multi-Family Residential Use Lot pay less than a Single Family Residential Use Lot. The rate of the annual assessment upon each Lot may be



increased (a) by the Board from time to time, without a vote of the Owners, by up to 10% over the rate of annual assessment in effect on the preceding January 1<sup>st</sup>, or (b) by up to 100% over the rate of annual assessment in effect on the preceding January 1<sup>st</sup>, by a vote of the Owners at a meeting of the Owners called (in whole or in part) for that purpose and of which notice is duly given and if a majority of the Owners present at such meeting and entitled to vote thereon authorize such increase by an affirmative vote therefor; provided, however, that the Board, without a vote of the Owners, shall always have the power to set, and shall set, the rate of annual assessment at an amount that will permit the Association to perform its duties as specified herein. Annual assessments shall be based on the calendar year and shall be due and payable on the 1<sup>st</sup> day of January each year.

The annual assessment for Common Expenses includes but is not limited to, expenses of management, premiums for insurance, landscaping and care of grounds, common utilities, repairs and renovations, security, expenses and liabilities incurred by the Board under or by reason of these Restrictive Covenants, deficits remaining from a previous period, and other costs and expenses relating to the Common Area. Further, it shall be mandatory for the Board to establish and segregate a contingency or reserve fund for the repair, replacement and maintenance of those Common Areas that must be replaced periodically. The omission or failure of the Board to fix the assessment for any period of time shall not be deemed a waiver, modification or release of the Owner from their obligation to pay same.

Any Owner or first Mortgage may inspect the Association's records of receipts and expenditures at any reasonable time during convenient weekday business hours upon ten (10) days' written notice of such intent to the Board, if any. At the end of any calendar year, the Board may, but shall not be required to, refund to each Owner his proportionate share of funds then held by the Association which are not deemed to be necessary to meet the Common Expenses.

9.2 Special Assessments. In addition to the Annual Assessments provided for herein, the Board shall have the right during any calendar year to levy and assess against all of the Owners a special assessment for such purpose or purposes, in accordance with these Restrictive Covenants or bylaws, as may be necessary to keep the Property as a residential subdivision or community, in the Board's discretion. Such special assessment shall be apportioned between the Single Family Residential Use Lots and the Multi-Family Residential Use Lots as described in paragraph 9.1 above and shall be due and payable as determined by the Board of Directors.

9.3 Assessment Reserves. The Association may require the Owners to deposit with the Association an amount not exceeding one half the amount of the then estimated annual assessment, which sum shall be held, without interest, by the Association as a reserve to be used for working capital. Said sum may be required to be added to from time to time to reach the limit. Such an advance payment shall not relieve an Owner from making the remainder of any payment as the same comes due. Upon the transfer of its Lot, an Owner shall be entitled to a credit from its transferee but not from the Association, for any unused portion thereof. Such reserves shall at all times remain as capital of the Association.

9.4 Additions, Alterations and Improvements – Common Area. There shall be no special assessments for any capital additions, or improvements to or alterations of the Common Area by the Association requiring expenditure(s) in excess of One Thousand Dollars (\$1,000.00) in the aggregate in any one calendar year without, in each case, prior approval by the Owners holding a majority of the voting rights in the Association, except in the event of an emergency, as deemed by the Board in its reasonable discretion.

9.5 Failure to Pay – Interest and Collection. Each assessment (including but not limited to annual assessments and special assessments) shall be a charge against the Owner and shall become automatically a lien in favor of the Association with the Association having all rights pursuant to Article

VIII above. Should any Owner fail to pay any assessment within thirty (30) days of the due date thereof, the Owner shall pay a one-time late fee or One Hundred Dollars (\$100.00), then thereafter such assessment shall be delinquent and bear interest at the rate of Ten Percent (10%) per annum from the due date until paid, which interest shall become part of the delinquent assessment and the lien on the Lot. Should it become necessary to engage the services of an attorney to collect any assessment hereunder, all costs of collecting such assessment, including court costs and reasonable attorneys' fees, shall, to the extent permitted by applicable law, be added to the amount of the assessment being collected and the lien on the Lot. Each assessment, together with interest thereon and collection costs shall be a continuing obligation on the Lot and shall also be a personal obligation of the Owner of the Lot at the time the assessment became due. The Association shall cease to provide any or all services (including recreational facilities) to be provided by or through the Association with respect to any Lot during any period that the Lot is delinquent on the payment of an assessment due hereunder, and no such cessation of services shall result in a reduction of any amount due from the Owner before, during or after such cessation. This cessation shall include, but shall not be limited to, pool access. No Owner may waive or otherwise avoid liability for any assessment by not using any Common Areas or declining any services provided through the Association.

## ARTICLE X

### THE ASSOCIATION

10.1 General Purposes and Powers. An Association of the Owners has been established for the purpose of promoting the goals of these Restrictive Covenants for the mutual benefit of the Owners. The Association, through its Board of Directors, shall perform functions and manage the Property as provided in these Restrictive Covenants so as to further the interests of the Owners. It shall have all powers necessary or desirable to effectuate such purposes.

10.2 Membership. The Owner of a Lot shall, upon becoming an Owner, become a member of the Association. Said membership shall automatically pass with fee simple title to a Lot. Each Owner shall be entitled to the benefits (subject to an Owner's complying with the dictates of these Restrictive Covenants and Bylaws) and shall be subject to the burdens relating to membership. If the fee simple title to a Lot is held, of record, by more than one Person, each such Person shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, such ownership being the only qualification for membership. The Owners of Multi-Family Lots shall be entitled to one (1) vote for each Lot upon which their multi-family unit rests (and not based on the number of multi-family units contained on a Lot).

10.3 Voting of Owners. The Owners' voting rights shall be as set forth in the Association's Bylaws.

10.4 Board of Directors. The affairs of the Association shall be managed and governed by a Board of Directors which may by resolution delegate any portion of its responsibility to an executive committee, or to a member of the Board, or to a manager for the Association. The number, appointment, and powers of the Board of Directors shall be as set forth in the Association's Bylaws.

10.5 Bylaws and Articles. The purposes and powers of the Association and the rights and obligations with respect to Owners set forth in these Restrictive Covenants may be and shall be amplified by provisions of the Articles of Incorporation and Bylaws of the Association. A copy of the Articles of Incorporation are attached hereto as Exhibit B which shall be governed and may be modified pursuant to the laws of the State of Missouri.

10.6. Additional Power/Authority. The Board shall have the power to carry out and effectuate the purposes of these Covenants, including, without limitation:

1. To enforce, in its own name, any and all building, use or other restrictions, obligations, agreements, reservations or assessments which have been or hereafter may be imposed upon any of the Lots; provided, however, that this right of enforcement shall not serve to prevent waivers, changes, releases or modifications of restrictions, obligations, agreements or reservations from being made by the parties having the right to make such waivers, changes, releases or modifications under the terms of the deeds, declarations or plats in which such restrictions, obligations, agreements and reservations are set forth. The expense and cost of any such enforcement proceedings by the Property Owners' Association shall be paid out of the general fund of the Property Owners' Association, except as herein provided, and the Property Owners' Association shall be entitled to reimbursement of such costs and expenses, including reasonable attorneys' fees, from the Owner if the Property Owners' Association prevails in any such proceeding. Nothing herein contained shall be deemed or construed to prevent the Developer or any Owner from enforcing any building, use or other restrictions in its or his own name.

2. To acquire and own title to or interests in, to exercise control over, and to improve and maintain the Common Areas, subject to the rights of any governmental authority, utility or any other similar person or entity therein or thereto.

3. To maintain public liability, workers' compensation, fidelity, fire and extended coverage, director and officer liability, indemnification and other insurance with respect to the activities of the Property Owners' Association and the property within the District.

4. To levy the assessments, including but not limited to "per day" fines, which are provided for in this Declaration and/or the Property Owners' Association's Bylaws and to take all steps necessary or appropriate to collect such assessments (including, without limitation, the filing of liens).

5. To enter into and perform agreements from time to time with the Developer and other parties regarding the performance of services and matters benefiting both the Developer and the Property Owners' Association and its members and the sharing of the expenses associated therewith.

6. To enter into and perform agreements with the Developer, other developers, other home associations and other parties relating to the joint use, operation and maintenance of any recreational facilities and other similar common areas, whether in or outside the District, and the sharing of expenses related thereto.

7. To engage the services of a management company or other person or entity to carry out and perform all or any part of the functions and powers of the Property Owners' Association, including, without limitation, keeping of books and records, and operation and maintenance of Common Areas.

8. To engage the services of a security guard or security patrol service.

9. To provide for the collection and disposal of rubbish and garbage; to pick up and remove loose material, trash and rubbish of all kinds in the District; and to do any other things necessary or desirable in the judgment of the Board to keep any property in the District neat in appearance and in good order.

10. To exercise any architectural and aesthetic control and authority given and assigned to it in this Declaration or in any other deed, declaration or plat relating to all or any part of the District.

11. To make, amend, issue and revoke reasonable rules, regulations, fines, penalties, restrictions and guidelines (including, without limitation, regarding the use of Common Areas) and to provide means to enforce such rules, regulations and guidelines for the purpose of adequately and properly carrying out the provisions and purposes of this Declaration.

12. To exercise such other powers as may be set forth in the Articles of Incorporation or Bylaws of the Property Owners' Association.

## ARTICLE XI

### NO OBLIGATION TO DEVELOP

11.1 Grantor's Obligation to Develop. Nothing herein contained shall be constructed as creating or evidencing an obligation on the part of Grantor to develop or construct.

## ARTICLE XXI

### MISCELLANEOUS

12.1 Amendment and Duration of Restrictive Covenants. The covenants, conditions and restrictions of these Restrictive Covenants shall run with the land, shall inure to benefit of and be enforceable by the Grantor, or the Owner of any Lot subject to these Restrictive Covenants, their respective legal representative, heirs, successors, and assigns, for a term of thirty (30) years from the date these Restrictive Covenants is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless terminated by the consent of all the Owners of 90% of the Lots at such time. The covenants, conditions and restrictions of these Restrictive covenants may be amended during the first thirty (30) year period by an instrument signed by not less than all of the Owners of ninety (90%) percent of the Lots and thereafter by an instrument signed by not less than all pf the Owners of seventy-five (75%) percent of the Lots. Any such amendment must be properly recorded in the Recorder's Office of Christian County, Missouri in order to be effective.

Notwithstanding anything herein contained to the contrary, Grantor reserves the right for a period of five (5) years form the date hereof or until seventy-five percent (75%) of the Lots are sold, whichever shall later occur, to amend these Restrictive Covenants in whole or in part, unilaterally and without the consent of any other Owner, to conform these Restrictive Covenants to the requirements of any governmental agency, Federal, state or local, and to meet the requirements of any lender or guarantor, including but not limited to the FHA, VA, FNMA or FHLMC.

Provided, further, the obligations, burdens, or restrictions upon a Multi-Family Lot may not be altered, changed, or increased by any amendment to these Restrictive Covenants without the prior written consent of the then Owner of such Multi-Family Lot.

12.2 Effect of Provisions of Restrictive Covenants. Each provision of these Restrictive Covenants, and any agreement, promise, covenant and undertaking to comply with each provision of these Restrictive Covenants, and any necessary exception or reservation or grant of title, estate, right or interest, in the Property or any part thereof shall:

(a) Be deemed incorporated in each deed or other instrument by which any right, title or interest in the Property or in any Lot is granted, devised or conveyed, whether or not set forth or referred to in such deed or instrument;

(b) By virtue of acceptance of any right, title or interest in the Property or in any Lot by an Owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner, and, as a personal covenant, shall be binding on such Owner and such Owner's heirs, personal representatives, successors and assigns and shall be deemed a personal covenant to, with and for the benefit of the Grantor its successor and assigns but not to, with or for the benefit or any other non-aggrieved Owner;

(c) Be deemed a real covenant by Grantor, for itself, its successors and assigns, and also an equitable servitude, running, and each case, as a burden with and upon the land and title to the property and each Lot and, as a real covenant and also as an equitable servitude, shall be deemed a covenant and servitude for the benefit for the Property and each Lot.

12.3 Compliance With Provisions of these Restrictive Covenants. Each Owner shall comply strictly with, and shall cause each of its Guests or Tenants to comply strictly with, all of the provisions of these Restrictive Covenants, as the same may be amended from time to time. Failure to comply with any if the same shall be grounds for an action or actions at law or in equity to recover sums due and for damages or injunctive (including mandatory injunctive) relief or both, along with costs of suit and reasonable attorneys' fees for which each Owner hereby agrees to be liable.

12.4 Violation and Nuisance. Every act or omission whereby a covenant, condition or restriction of these Restrictive Covenants 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 Grantor, its successor and assigns, the Architectural committee, or an owner or Owners and their respective, duly authorized agents.

12.5 Violation of Law. Any violation of any federal, state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Project is hereby declared to be a violation of these Restrictive Covenants and subject to any or all of the enforcement procedures herein set forth.

12.6 Enforcement. The Grantor, its successors and assigns, the Association or any Owner, shall have the right to enforce those covenants, conditions and restrictions by any proceeding at law or in equity, against any Person violating or attempting to violate any covenant or restriction, to restrain violations, to require any Person violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages against a Lot to enforce any lien created by these covenants and failure by the Grantor its successors and assigns, the Association, or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter unless otherwise provided herein. However, any other provision in these Restrictive Covenants notwithstanding, only Grantor, its successors and assigns, the Association, or their respective, duly authorized agents, may enforce by self-help, any covenant, condition, or restriction herein set forth. The expense of enforcement shall be chargeable to the Owner of the Lot violating these covenants and restrictions and secured by a lien on the Lot hereby granted, conveyed and reserved.

12.7 Remedies Cumulative. Each remedy provided by these Restrictive Covenants is cumulative and not exclusive.

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12.8 Non-waiver. Except as otherwise stated explicitly to the contrary herein, the failure to enforce, or to timely enforce the provisions of any covenant, condition or restriction contained in these Restrictive Covenants shall not constitute a waiver of any right to enforce any such provisions or any other provisions of these Restrictive Covenants.

12.9 Numbers and Genders. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

12.10 Successors and Assigns. These Restrictive Covenants shall be binding upon and shall inure to the benefit of the Grantor, each Owner, and the grantees, successors, heirs, executors, administrators, devisees and assigns of each of them.

12.11 Severability. Invalidity or unenforceability of any provision of these Restrictive Covenants in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of these Restrictive Covenants.

12.12 Applications, Approvals, etc. Whenever there shall appear herein a time limit within which the Architectural Committee shall be permitted to act, it is understood that such committee shall, however, use its best efforts to render an expeditious approval or notification to an Owner or other applicant. Nothing herein shall, however, be constructed as a waiver of any right of Grantor or the Architectural Committee should such committee fail to use its best efforts.

12.13 No Reversion of Title. Violation of the covenants and restrictions herein contained shall not cause forfeiture or reversion of title.

12.14 Effect of Headings. Except as to definitions contained in Article I hereof, the Article, paragraph, Section and subparagraph headings herein are for convenience only shall not affect the interpretation or construction hereof.

12.15 Attorney Fees. In the event that an attorney at law is engaged to enforce the provisions of these Restrictive Covenants, the Owner against whom enforcement is sought shall pay all costs of collection and litigation of the party successfully seeking enforcement, together with reasonable attorney fees, and the same shall be a lien on the Lot of such Owner, such lien being granted, conveyed and reserved hereby in favor of such party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed these First Amended Covenants, Conditions, and Restrictions the day and year first above written.

COPPER LEAF, LLC, a Missouri limited liability company

By: *Richard B. Short*

STATE OF MISSOURI            )  
  ) ss.  
COUNTY OF *Greene*        )

On this *25* day of *April*, 20*18*, before me personally appeared Richard B. Short, known to be the Manager of Copper Leaf, LLC, a Missouri limited liability company, and said person to me known to be the person who executed the foregoing instrument on behalf of said company, and who acknowledge said execution to the free act and deed of said company. Witness my hand and official seal.

CHRISTINE MAPLES  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Greene County  
My Commission Expires: June 25, 2019  
Commission Number: 15195197

15195197

*Christine Maples*  
*Christine Maples*, Notary Public  
County of Commission: *Greene*  
My commission expires: *6/25/19*

EXHIBIT "A"

ALL OF LOT 1 OF THE FINAL PLAT OF COPPER LEAF, A SUBDIVISION IN THE CITY OF NIXA, CHRISTIAN COUNTY, MISSOURI, ACCORDING TO THE FINAL PLAT RECORDED IN PLAT BOOK H AT PAGE 159 IN THE CHRISTIAN COUNTY RECORDER'S OFFICE.