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REAL ESTATE DOCUMENT

STATE OF MISSOURI
COUNTY OF GREENE
RECORDERS CERTIFICATION*Linda L. Montgomery*
recmjc
RECORDER OF DEEDS

(Space above reserved for Recorder of Deeds certification)

Title of Document: Millwood Golf & Racquet Club Declaration
of Covenants, Conditions & Restrictions

Date of Document: October 30, 2002

Grantor(s): Keith Keltner Corporation

Grantee(s): Millwood Property Owners Association,
Inc.

Mailing Address(s):

3700 E. Millwood Dr, Springfield, Mo 65721

Legal Description:

See Exhibit A, starting on page 20

22/48

Reference Book and Page(s):

*City of Springfield
Planning & Zoning*

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

**MILLWOOD GOLF & RACQUET CLUB
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

REVISED ON 10/30/02

THIS DECLARATION is made as of the date hereinafter set forth by KEITH KELTNER CORPORATION, hereinafter referred to as "Declarant".

WITNESSETH THAT:

WHEREAS, Declarant is the sole owner of certain parcels of real property situated in Springfield, Missouri described on Exhibit "A" attached hereto and incorporated herein by reference thereto (hereinafter referred to as the "Property"); and

WHEREAS, Declarant desired to establish for his own benefit and for the mutual benefit of all future Owners or occupants of the Property, or any part thereof, certain easements and rights in, over and upon said Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, Declarant desires and intends that the Lot or Tract Owners, mortgagees, beneficiaries and trustees under trust deeds, Occupants and all other Persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interest subject to, the rights, easements, privileges and restriction hereinafter set forth, all of which shall run with the land and be binding upon the Property, or any part thereof, and all of which are declared to be in the furtherance of a plan to promote and protect the cooperative use, conduct and maintenance of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness thereof.

NOW, THEREFORE, Declarant, as sole owner of the Property and for the purposes hereinafter set forth, declares as follows:

**ARTICLE I
DEFINITIONS**

As used herein, unless the context otherwise requires, the following terms shall have the following definitions:

1. Assessment Unit. The Common Area maintenance and Association operating expenses shall be paid by dividing those expenses by the number of plated lots and the resulting figure shall be one Assessment Unit. The Assessment Units are assigned to the Owners as provided herein.

2. Association. The Millwood Property Owners Association, Inc., a Missouri non-profit corporation, its successors and assigns, formed or to be formed by the Declarant, and unless otherwise provided, shall include and mean its board of Directors, officers and other authorized agents.
3. Board. The Board of Directors of the Association.
4. City. "City" shall mean the City of Springfield, Missouri and its City Council and City Manager.
5. Common Areas. All of the real property now or hereafter owned, whether in easement, leasehold or in fee, by the Association, its successors and assigns, for the common use and enjoyment of its members.
6. Common Expenses. Means the expenses for the operation, security, maintenance, repair and restoration of the Common Areas, including but not limited to, salaries, wages, payroll taxes, attorney" and accountants' fees, supplies, materials, parts, services, maintenance, repairs, replacement, landscaping, insurance, fuel, power and adequate reserves for the restoration and replacement of the Common Areas and the appurtenances thereto. Common Expenses shall include those Common Expenses identified in the Declaration.
7. Constituent Documents. Shall include this Declaration, the Articles of Incorporation of the Association, which are, or shall be, filed in the office of the Secretary of State of Missouri, and the By-Laws of the Association.
8. Declarant. Means Keith Keltner Corporation, and his successors and assigns in the ownership of the Property for the purpose of the original development and sale thereof. The Declarant may also be referred to as the Developer.
9. Declaration. Means the instrument by which the Property is subjected to a master plan of development as from time to time amended.
10. Eligible Mortgage Holder. Means the holder of the First Mortgage on a Lot who has in writing informed the Association of such Holder's address and requested notification of and the right to participate in (if applicable) any action to be taken by the Association pursuant to the Declaration.
11. Eligible Insurer or Guarantor. Means an insurer or guarantor of the First Mortgage on a Lot which has in writing informed the Association of such Insurer's or Guarantor's address and requested notification of and the right to participate in (if applicable) any action to be taken by the Association pursuant to the Declaration.
12. Design Guidelines. Means the rules, regulations, restrictions, architectural standards and design guidelines from time to time adopted by the Design Review Committee pursuant to Article V hereof.
13. Design Review Committee. Means the committee appointed by the Board pursuant to Article V hereof.
14. Improvements. Means the buildings, roads, drainageways, driveways, parking areas, fences, walls, landscape buffers, hedges, plantings, planted trees and shrubs and all other structures or landscaping improvements of every kind and nature whatsoever.
15. Lot. Means each parcel of real property which is designated "Lot and numbered as shown on any recorded Plat, including any so designated condominium unit, together with the appropriate undivided interest in the common elements within Millwood Golf and Racquet Club together with all improvements constructed or to be constructed thereon and appurtenances thereto.
16. Majority or Majority of Owners. Means the Owners holding more than fifty percent (50%) of the votes entitled to be cast with respect to the affairs of the Association.

17. Member. Means a Member of the Association.
18. Mortgage. Means any recorded, filed or otherwise perfected instrument given in good faith and for valuable consideration which is not a fraudulent conveyance under Missouri law as security for the performance of an obligation, including without limitation, a deed of trust, but does not mean any instrument creating or evidencing solely a security interest arising under the Uniform Commercial Code. Mortgagee means a Person secured by a Mortgage; including a trustee and a beneficiary under a deed of trust and Mortgage or means the party executing a Mortgage. First Mortgage means a Mortgage, which are the first and most senior of all Mortgages upon the same property.
19. Occupant. Means a person or persons, other than an Owner, in rightful possession of a Lot or Tract.
20. Owner. Means the record owner, whether on (1) or more persons or entities, of the fee simple title, whether or not subject to any Mortgage, to any Lot or Tract, including a purchaser under an agreement for sale within the meaning of Missouri Law, but does not mean those having such interest merely as security for the performance of an obligation. The Owner of the Millwood Golf and Racquet Club facilities is also an Owner if it is assigned Assessment Units. In the case of Lots or Tracts, the legal title to which is vested of record in a trustee pursuant to Missouri Law, the trustor shall be deemed to be the Owner thereof.
21. Parcel. Means each of the lettered parcels of real property shown on the Plat of Millwood Golf and Racquet Club, which are retained by the Declarant. Such parcels may be sold at Declarant's discretion subject to these restrictions or may be conveyed at Declarant's discretion to the Association as Common Area for the use and enjoyment of Association Members.
22. Plat. Means any recorded subdivision plat, including that of a condominium, whether residential or commercial, created by an Owner of a Tract pursuant to the development, subdivision and sale or lease of such Tract.
23. Person. Means a natural individual, corporation, partnership, trustee or other entity capable of holding title to real property.
24. Property. Means all of the real property described on Exhibit "A" attached hereto, as amended, sometimes herein referred to as "Millwood Subdivision" or as "Millwood".
25. Record or Recording. Means the record or the act of recording, in the office of the County Recorder of Greene County, Missouri.
26. Subassociation. Means any nonprofit property owners association formed by a Tract Owner in connection with the development, subdivision and sale or lease of such Tract for the purpose of ownership and maintenance of common areas of common elements contained within the boundaries of such Tract which exclusively benefits the Owners of the Lots into which such Tract has been subdivided.
27. Tract. Means each of the numbered parcels of real property shown on the Plat of Millwood Subdivision which are planned to be sold to other Persons for further development and subdivision into Lots, Tracts or condominium units and their undivided interests and the sale or lease thereof.

ARTICLE II ASSOCIATION

1. Organization. The Association has been, or will be formed, to serve as the governing body for all of the Owners for the protection, improvement, alteration, expansion, augmentation, disposal, divestment, redescription, maintenance, repair, replacement, administration and operation of the Common Areas, the assessment of expenses, payment of losses, disposition of hazard insurance proceeds received by the

Association and other matters as provided in the Constituent Documents. The Association shall not be deemed to be conducting a business of any kind and all funds received by the Association shall be held and applied by it for the Owners in accordance with the provisions of the Constituent Documents. Each Owner shall be a member of the Association as soon and so long as he shall be an Owner. Such membership shall automatically terminate when Owner ceases for any reason to be an Owner and the new Owner shall likewise automatically succeed to such membership in the Association. Membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of the Lot or Tract to which it is appurtenant (and then only to the purchasers involved in such sale) or by intestate succession, testamentary disposition, foreclosure of a Mortgage of Record or other legal process transferring fee simple title to such Lot or Tract (and then only to the Person to whom such fee simple title is transferred). Any attempt to make a prohibited transfer of a membership will be void and will not be recognized by or reflected upon the books and records of the Association. In the event an Owner shall fail or refuse to transfer the membership registered in his name upon the sale of such Owner's Lot or Tract to the purchaser of such Lot or Tract, the Association shall have the right to enter a transfer upon the books of the Association and issue a new membership to the Purchaser(s) and thereupon the old membership outstanding in the name of the seller shall be null and void as though the same had been surrendered.

2. Classes of Membership. Voting Rights of Classes. The Association shall have two classes of voting membership.

2.1 Class A. Class A members shall be all Owners with the exception of the Declarant, and they shall be entitled to one (1) vote for each Assessment Unit attributable to that portion of the Property owned by such Owner. When more than one (1) person holds an interest in any Lot or Tract, all such persons shall be members. The voting for such Lot or Tract shall be exercised as such persons among themselves determine, or, in the absence of such determination, as determined by the Board, but in no event shall more than one (1) vote be cast with respect to each Assessment Unit contained within the boundaries of any Tract or attributable to any Lot. If any Owner, or Owners cast a vote representing a certain Lot or Tract, it will therefore be conclusively presumed for all purposes that such Owner, or Owners, was acting with the authority and consent of all other Owners of the same Lot or Tract.

2.2 Class B. The Class B member shall be the Declarant and he shall be entitled to the total number of votes which, when added to the total number of votes entitled to be cast from time to time by all Class A members, shall equal sixty percent (60%) of the total votes entitled to be cast by the Class A and the Class B member together.

The total votes, which the Declarant shall be entitled to cast, may be cast in such proportion on any matter as the Declarant may determine. The Class B membership shall cease without further act or deed upon the conveyance of the last Lot or Tract to an Owner other than any Declarant, or at such earlier time when Declarant, by recorded declaration, expressly relinquishes such Class B membership.

If any lender to whom any Declarant has assigned, or hereafter assigns, as security all or substantially all of his rights under this Declaration succeeds to the interest of such Declarant by virtue of said assignment, the Class B membership formerly held by such Declarant shall not be terminated thereby and such lender shall hold the Class B membership on the same terms as such was held by such Declarant pursuant hereto.

3. Qualifications of Directors. Each director of the Association shall be an Owner or the spouse of an Owner (or if an Owner is a corporation, partnership or trust, a director may be an officer, partner, trustee, or beneficiary of such Owner). If a director shall cease to meet such qualifications during their term, they will thereupon cease to be a director and their place on the Board shall be deemed vacant.

4. Board's Determination Binding. In the event of any dispute or disagreement between any Owners relating to the Property, or any question of interpretation or application of the provisions of the Constituent Documents, the determination thereof by the Board shall be final and binding on each and all of such Owners.

5. Additional Provisions in Articles of Incorporation and By-Laws of the Association. The Articles and By-Laws may contain any provision not inconsistent with law or with this Declaration relating to the conduct of the affairs of the Association and the rights and powers of its directors, officers, employees, agents and members.
6. Permission for Dissolution. The Association may not be dissolved without the consent of the City of Springfield, Missouri by letter of consent from the City of Springfield or other appropriate City of Springfield Official.

ARTICLE III COMMON AREAS

1. Right to Use. There shall be appurtenant to each Lot or Tract in Millwood Subdivision, a nonexclusive right and easement to use the Common Areas, in common with all other persons entitled to use the Common Areas, as may be required for the purposes of access, ingress to and egress from and to the use, occupancy and enjoyment of the Common Areas, Lots and Tracts for their intended purposes as provided herein. Such right and easement shall extend to each Occupant and the agents, servants, tenants, family members, and invitees of such Occupant or the Owner of each Lot or Tract in the Property. Such right and easement shall be subject to such limitations, restrictions, rules and regulations as may from time to time be promulgated by the Board and shall be subject to and governed by the provisions of the Constituent Documents. The right of the Association is hereby specifically reserved to dedicate and convey to, to create easements in favor of, or otherwise transfer to any governmental subdivision including but not limited to, Greene County or the City of Springfield, all or any portion of the Common Areas, including any private street, without the consent of the Owners or any Mortgagee. The Board shall have authority to charge reasonable fees, lease, convey easements or grant concessions consistent with the overall character and use of the property with respect to parts of the Common Areas and to change the Character, description and use thereof, subject to the provisions of the Constituent Documents. Any funds received by the Association from fees, leases, concessions or other sources shall be held and used for the benefit of the Members of the Association pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe. Notwithstanding anything contained herein to the contrary, Declarant shall be entitled to nonexclusive access to and occupancy of all or any portion of the Common Areas until such time as all Lots or Tracts have been conveyed to Owners other than Declarant.

The Common Areas shall be used only for ingress, egress, recreation, drainage, and open area and for such other purposes as may be determined by the Board. The use, maintenance and operation of the Common Areas shall not be obstructed, damaged or interfered with by any Owner. No obstruction or structures of any type whatsoever shall be permitted within any wash or other natural drainage channel and no Owner or Occupant shall cause or permit any obstruction which would impede or redirect drainage water flow within such wash or other natural drainage channel.

2. Liability of Association for Vehicles. Neither the Association nor the Board shall assume any liability of any kind or nature with respect to any vehicles moving within or parked upon any portion of the Common Areas. Any Person operating or parking any vehicles within the boundaries of the Common Areas shall do so entirely at such Person's risk and shall indemnify and hold both the Association and the Board harmless from and against any and all claims, demands, actions, causes of action and proceedings arising out of the presence of any such vehicle within the boundaries of the Common Areas.
3. Mortgages. No Owner shall have the right or authority to make or create, or cause to be made or created any Mortgage, other lien or security interest, which encumbers or purports to encumber any portion of the Common Areas.
4. Insurance Requirements Generally. With respect to the Common Areas, the Association shall obtain and maintain in full force and effect at all times certain casualty, liability and other insurance as hereinafter

provided. All such insurance shall be obtained from responsible companies duly authorized to transact insurance business in the State of Missouri. All such insurance, to the extent possible, shall name the Association or its authorized representative or trustee as the insured. The Board shall review all such insurance at least annually and shall increase the amounts thereof, as it deems necessary or appropriate. To the extent possible, such insurance shall:

- (1) Provide for a waiver of subrogation by the insurer as to claims against the Association, its directors, officers, employees and agents and against each Mortgagee or all or any part of the Common Areas, and any other person from whom the Association or Mortgagee may be responsible and shall provide for recognition of any unauthorized representative or trustee of the Association, if applicable;
- (2) Provide that any "no other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by any Mortgagee of all or any part of the Common Areas and that the insurance policy shall not be brought into contribution with insurance maintained by a Mortgagee of all or any part of the Common Areas;
- (3) Provide that the policy of insurance shall not be terminated, canceled or substantially modified without at least thirty (30) days' prior written notice to the Association;
- (4) Contain, if available, an "agree amount" and "inflation guard endorsement", and
- (5) Contain a "severability of interest endorsement" which shall preclude the insurer from denying the claim of the Association due to the negligent acts of the Association or any Owner.

Under no circumstance shall any policy of insurance be obtained where (i) under the terms of the insurance carrier's charter, By-Laws or policy, contributions or assessments may be made against the Association or any Mortgagee; or (ii) under the terms of the insurance carrier's charter, By-Laws or policy, loss payments are contingent upon action by the insurance carrier's board of directors, policyholders or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent any Mortgagee from collecting insurance proceeds.

Such public liability and property damage insurance may provide for coverage of any cross liability claims of Owners against the Association or other Owners and the Association against Owners without the right of subrogation. Any insurance policy may contain such deductible provisions, as the Association deems consistent with good business practice.

The cost and expense of all insurance obtained by the Association, except other insurance obtained at the request of and specifically benefiting any particular Owner, shall be a common expense (as herein after defined).

- 4.01 Casualty Insurance. The Association shall obtain and maintain a master policy or policies of casualty insurance covering the Common Areas and all improvements, including any personal property situated upon the Common Areas, insuring against loss or damage by fire and such other hazards as are covered under standard extended coverage policies, for not less than one hundred percent (100%) of the replacement cost of the Common Areas and all improvements (exclusive for the land, foundation, excavations and other items normally excluded from coverage) as determined on an annual basis by the Board.
- 4.02 Public Liability and Property Damage Insurance. The association shall obtain and maintain comprehensive public liability and property damage insurance covering liability for bodily injury, including death and liability, for property damage occurring in, upon or about the Common Areas. The Association shall be insured with respect to such liability arising out of the Common Areas. The limits of liability for such coverage shall not be less than One Million Dollars (\$1,000,000.00)

for each occurrence with respect to bodily injury and Fifty Thousand Dollars (\$50,000.00) with respect to property damage.

- 4.03 Worker's Compensation and Employer's Liability Insurance. The Association shall obtain and maintain worker's compensation and employer's liability insurance as may be necessary to comply with applicable law.
- 4.04 Fidelity Bonds. The Association shall obtain and maintain bonds covering all Persons or entities which handle funds of the Association, including, without limitation, and professional manager employed by the Association and any of such professional manager's employees, in amounts not less than the maximum funds that will at any time be in the possession of the Association or any professional manager employed by the Association or the total estimated Common Expense for a three (3) month period, whichever is greater. With the exception of a fidelity bond obtained by a professional manager covering such professional manager's employees, all fidelity bonds shall name the Association as an obligee. In addition, all such bonds shall provide that the same shall not be terminated, canceled or substantially modified without at least thirty (30) days' prior written notice to the Association and all First Mortgagees.
- 4.05. Receipt and Application of Insurance Proceeds. Except in a case where a Mortgagee or any other Person shall have the legal right to receive insurance proceeds directly, all insurance proceeds and recoveries under policies maintained by the Association shall be paid to an received by an independent financial institution or title company selected by the Association authorized to act as escrow agent for the benefit of the Association, the Declarant, all Owners and all Mortgagees of any Lot or Tract or all or any part of the Property as their respective interest may appear. Subject to the right of any Mortgagee, the Association shall have the right, acting alone, to adjust or settle any claim by it under any insurance maintained by it. Such funds shall be disbursed by said escrow agent in accordance with the following priorities, subject to such evidence of application as such escrow agent shall require, and shall be applied by the Association first, to the Association for the purposes provided in paragraph 5 hereof, and the balance, if any, to the Owners or Persons whom the Association determined are legally or equitably entitled thereto. Notwithstanding any provision contained herein to the contrary, the rights of and lien priority of any First Mortgagee shall not be affected by any loss, damage or destruction and shall continue in any insurance proceeds, payable with respect to the Lot or Tract subject to such Mortgage in accordance with the provisions of such Mortgage.
- 4.06. Other Insurance by the Association. The Association shall also have the power and authority to obtain and maintain other and additional insurance coverage, including, but not limited to, casualty insurance covering personal property of the Association, and fidelity bonds or insurance covering employees and agents of the Association.
5. Destruction, Condemnation and Restoration of the Common Areas. In the event of damage, destruction to, or the condemnation of any portion of the Common Areas, restoration of the Common Areas shall be undertaken by the Association without a vote of the Owners. Such restoration shall be performed substantially in accordance with this Declaration and the original plans and specifications for the Common Areas unless other action is approved by the Owners of Lots or Tracts to which fifty-one percent (51%) of the votes entitled to be cast with respect to the affairs of the Association are appurtenant.
6. Maintenance, Repairs, and Replacements of the Common Areas, Right of Access. The Association shall furnish and be responsible for, as Common Expense, all of the maintenance, repairs and replacements to the Common Areas, including, but not limited to, all of the washes and other natural drainage channels designated for maintenance by the Association on any Plat. If, due to the willful or negligent act of an Owner or a member of his family or guest or other occupant or visitor of such Owner, or other person for whom such Owner may be responsible, damage shall be caused to the Common Areas or any structure(s) erected thereon or maintenance, receipt of a statement from the Board. The amount payable for such maintenance, repairs or replacements, together with interest at a rate four percent (4%) per annum in excess

of the prime rate of interest announced by Empire Bank of Nixa, Nixa, Missouri, as the same may fluctuate on a daily basis, from the date such amount is due, and any costs and attorney's fees incurred by the Association, shall be secured by a lien against such Owner's Lot in the same manner as the lien provided in Article 7 hereof. An authorized representative of the Board, or of the manager or managing agent employed by the Association and all contractors and repairmen employed or engaged by the Association, or such manager or managing agent shall be entitled to access at any time to each of the Lots or Tracts as may be required in connection with maintenance, repairs or replacements of or to the Common Areas or any equipment, facilities or fixtures affecting or serving the Common Areas.

7. Alterations, Additions, or Improvements to the Common Areas. No alterations of any Common Areas, or any additions or improvements thereto, shall be made by any Owner, except the Declarant, without the prior written approval of the Board. No Construction of any type whatsoever, other than that initially constructed by the Declarant or approved in writing by the Board, shall be permitted in the Common Areas.
8. Encroachment Easement. If any portion of the Common Areas or any improvement constructed thereon shall actually encroach upon any Lot or Tract, or if any improvement constructed upon any Lot or Tract shall actually encroach upon any portion of the Common Areas, whether such encroachment results from the initial construction or from Subsequent repairs, reconstruction, settlement or shifting, there shall be deemed to be mutual easements in favor of the Association as Owner of the Common Areas and the respective Lot or Tract Owners involved to the extent of such encroachment so long as the same shall exist provided, however, that such easement shall not result from any alteration, addition or improvement made by an Owner, except the Declarant, without the prior written approval of the Board. The Association shall at all times have the right to maintain any Common Areas now existing or hereafter constructed, regardless of any encroachment now or hereafter existing of such Common Areas on any Lot or Tract.
9. Public Dedication. Nothing contained in this Declaration shall be deemed to constitute a dedication for public use or to create any rights in the general public. Nothing contained in this Declaration shall be construed as creating an obligation on the part of the City of Springfield or Greene County or any other governmental authority having jurisdiction over the Property and the Common Areas to maintain, repair or replace any portion of the Property, the Common Areas or the appurtenances thereto.

ARTICLE IV USE, OCCUPANCY AND OWNERSHIP OF LOTS AND TRACTS

1. Use and Occupancy Restriction. No Lot or other portion of the Property shall be used other than as permitted under the Zoning Ordinance or the Plot Assignment District approved by Greene County as the same may be amended from time to time and any zoning stipulations and/or development standards imposed pursuant thereto.

No Owner or Occupant other than Declarant shall use the name "Millwood" or any derivation thereof or other similar name for any purpose whatsoever, including, but not limited to the use of such name in connection with the development, use, sale, operation, advertising, lease or occupancy of any portion of the Property. The Declarant retains all property rights in the name "Millwood" and any derivation thereof or other similar name and reserves the right, in its sole discretion, to use or change such name and/or any logo used together therewith in connection with Declarant's development, use, sale, operation, advertising, lease or occupancy of any portion of the Property.

2. Tracts, Subdivision and Subassociation. All preliminary Plats, final Plats or site plans prepared by a Tract Owner pursuant to a plan of subdivision and/or development of such Tract shall, prior to excavation, Inspection, such plan of subdivision and/or development shall be approved in writing by the Board and by the Declarant, provided the Declarant retains Class "B" Membership as prescribed in Article II hereof, prior to the recording thereof. Such approval shall be evidenced in writing by the Association

and/or Declarant on such site plan or Plat. Any declaration of covenants, conditions and restrictions, declaration of condominium and any other subassociation documents including but not limited to articles of incorporation, bylaws and subassociation rules and regulations and any amendments to such documents (collectively "the Subassociation Documents") shall be approved in writing by the Board prior to recording, filing or implementing such document. All such Subassociation Documents shall specifically incorporate therein this Declaration and the Articles and the By-Laws of the Association. No Owner or Occupant other than the Declarant shall permit his Lot or Tract to be used for transient, timesharing or hotel purposes of any kind whatsoever unless such use is specifically set forth on the plat which is attached hereto as Exhibit "A", and as it may be amended from time to time.

3. Use Restrictions. The Property may only be used in accord with the following Restrictions.

- 3.01 Obstruction of Easement. No Owner shall keep or maintain anything or shall permit any condition to exist upon his Lot or Tract or cause any other condition on the Property which impairs any easement or right of any other Owner or otherwise impairs or interferes with the use and enjoyment by other Owners of the Common Areas.
- 3.02 Vehicles. If the Board determines that any motor vehicle other than a construction vehicle being used in connection with construction activities on the Property is creating loud or annoying noises by virtue of its operation upon the Property, or is unsightly or detracts from the overall character of the Property, such determination shall be conclusive and final that the operation of such vehicle is a nuisance, and said operation, upon notice by the Board to the owner or operator thereof, shall be immediately prohibited within the boundaries of the Property. Recreational vehicles, boats, trailers, commercial vehicles and construction machinery shall not be operated or stored upon the Property except for commercial vehicles and construction machinery used in connection with construction activities upon the Property. No truck larger than a pickup truck shall be permitted to remain in Millwood longer than the necessary time required for the loading and unloading of its cargo. All trucks must be kept in the garage at night. No mobile or motor home, motor vehicle, trailer of any kind (except those owned by the Developer and used as field sales or administrative offices), truck (larger than $\frac{3}{4}$ ton), camper or boat shall be kept, placed, maintained; constructed, reconstructed or repaired, upon any property or street (public or private) within Millwood. Cars, motorcycles, or any other type of motorized vehicle not previously mentioned in these restrictive covenants may be parked only on paved driveways with temporary short term parking only on public streets. No such motorized vehicle may be parked, either temporarily or permanently, in the side yard between houses. No disabled motor vehicle shall be parked or kept on any Lot.
- 3.03. Outside Lighting. Except as initially installed by the Declarant, no spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any Lot or Tract or any structure erected thereon which in any manner will allow light to be directed or reflected on the Common Areas, any adjoining Lot or Tract, or the Golf Course. All exterior lighting to be installed within the Property, including all street lighting, shall conform to the standards set forth in the Design Guidelines adopted by the Design Review Committee. Any such installation of lighting shall also comply in all respects with any applicable ordinances, rules and regulations of Greene County as the same may be amended from time to time. Other types of low intensity lighting which do not disturb the Owners or other Occupants of the properties may be allowed.
- 3.04. Drainage and Landscaping. No Owner or Occupant may alter, modify or change the drainage and retention capabilities of his Lot in any manner. All landscaping or any other structure maintained in any rear yard which exceeds the height of and is visible over the side or rear walls of such rear yard and all front yard landscaping shall be subject to the review and approval of the Design Review Committee and all landscaping or any other structure or fence maintained on any yard adjoining the golf course or Common Area shall be subject to the review and approval of the Design Review Committee. Each Owner of a Lot within Millwood shall keep all shrubs, trees, grass and plantings of every kind on his property, including set back areas.

planted areas between adjacent sidewalks and the street curb, if any, and any other area located between the boundary line of his property and the street or other property (public or private) on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material. IN the event any Lot or dwelling is not properly maintained (as described), the Developer or its authorized agents shall have the right at any reasonable time to enter upon any such Lot of Owner's cost. No tree, shrub, or planting of any kind on any Lot shall be allowed to overhand or otherwise encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of eight (8) feet, without the prior approval of the Architectural Control Committee. No Owner shall remove, alter, injure or interfere in any way with any shrubs, trees, grass or plantings placed upon any property owned by Developer without written consent having first been obtained.

- 3.05. Signage. No signs of any nature whatsoever shall be permitted upon any Lot other than a dignified name and/or address sign, which complies with the Design Guidelines. No signs of any nature whatsoever shall be permitted upon any portion of the Common Areas other than master "For Sale or Rent" signs and signs of a temporary nature erected by developers in connection with original development and sale of portions of the property which comply with the Design Guidelines. No other signs or graphics shall be permitted on any Lot, Tract or on any of the Common Areas without the prior written consent of the Design Review Committee as to style, color, location and size. The provisions of this paragraph relating to signs shall not apply to the Declarant until the last Lot or Tract owned by Declarant in Millwood has been sold.
- 3.06. Antennas, Security Systems and Solar Systems. No radio, television or other antennas of any kind or nature of any device for the reception or transmission of television, radio, microwave or other similar signals shall be placed or maintained upon any Lot or Tract, except as expressly permitted by and in accordance with the Design Guidelines. Any solar collector, photovoltaic or other solar energy device shall be installed upon a Lot, Tract or any structure situated thereon only in accordance with the Design Guidelines. No security system, medical alert system or other alarm system of any kind shall be installed upon any Lot or Tract unless the same is connected to a central monitoring service previously approved by the Board.
- 3.07. Sanitation. Without limiting any portion of this Article IV, each Owner shall maintain and keep his Lot or Tract at all times in a safe, sound and sanitary condition and shall repair and correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other Owners of their respective Lots, Tracts, or the Common Areas. No Owner shall place or permit any personal property, garbage, and debris or refuse to be placed or to accumulate in the visible areas in or adjacent to any Lot or Tract. All garbage, debris and refuse shall be kept in suitable containers which must be stored within an area which is not visible from any other Lot, Tract, the Common Areas, or the golf course except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collection. No incinerators shall be kept or maintained on any Lot and no burning in the open will be permitted.
- 3.08. Temporary Occupancy. No structure of a temporary character, trailer, casement, tent, shack, garage, barn, dog house, dog pen or other outbuilding shall be used on any Lot at any time either temporarily or permanently; provided that this prohibition shall not apply to temporary facilities for office or storage purposes by a contractor during residential construction thereon which are not used for living purposes.
- 3.09. Basketball Goals. Basketball goals (permanent or portable models) that are visible from any Residence, Lot, Tract, Common Area, or Golf Course will not be permitted.
- 3.10. Animals. No animals, fowl, or livestock other than a reasonable number of generally recognized house pets, shall be maintained on any property within Millwood, and then only if they are kept solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure or pen for the care,

housing or confinement of any animal shall be constructed or maintained. Pets shall not be allowed loose or unsupervised on any part of Millwood Development.

- 3.11. Garage Doors. The doors of all garages shall be kept closed at all times except when necessary for ingress and egress. The doors of all garages shall be installed with electric or battery powered opening and closing devices.
- 3.12. Soil Removal. Soil may not be removed from Millwood without written consent of the Design Review Committee or Developer.
- 3.13. Improvements and Alterations. No building, fence, wall, residence or other structure shall be commenced, erected, improved, or structurally altered, without the prior written approval of the Design Review Committee. No old house or other building shall be moved and placed upon any Lot.
- 3.14. Repairs of Building. No building or structure upon any Lot within Millwood shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.
- 3.15. Clothes Drying Facilities. Outside clothes lines or other facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot within Millwood (unless they are erected, placed and maintained exclusively within an area not visible from neighboring Property).
- 3.16. Firewood. All firewood shall remain in the back of each home or inside garage. It shall not be visible from the golf course or Neighboring Property.
- 3.17. Nuisances. No exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. The Developer in its sole discretion shall have the right to determine the existence of such nuisance and for the purposes of this Declaration, such determination shall be conclusive.
- 3.18. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of the improvements on such Lot, and except that which Developer may require for the operation of the green area or golf course.
- 3.19. Improvements. Upon the conveyance by the Developer of any Lots in Millwood, or additions thereto, purchasers shall within one (1) year from the start of any construction of improvements complete said improvements after commencement thereof, and for failure of purchaser or purchasers to comply with said requirements, or any of them, the Developer shall have the option to repurchase said Lot or Lots for a sum equal to the original purchase price at the time of sale by said Developer.
- 3.20. Restrictions on Further Subdivision. No Lot within Millwood shall be further subdivided or separated into smaller lots or parcels by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner without the prior written approval of the Design Review Committee or Developer. This provision shall not, in any way, limit the Developer from subdividing or separating into smaller Lots or parcels any property owned by Developer following the approval by the Greene County Planning and Zoning Board.
- 3.21. Correction of Violations. In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, agent, or employee thereof) shall violate, or permit to be violated, any of the provisions set forth in this section, the Design Review Committee or Developer shall because to

be delivered to said Owner a written Notice of Violation. Said Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated and remedied within a reasonable time from the mailing date of said Note. If after a reasonable time has lapsed from the date of said Notice, the violation has not been voluntarily terminated by the Owner, the Association, the Developer, or their authorized agents may enter any Lot or Tract upon which a violation of these restrictions exists and may correct such violation at the expense of the Owner of such Lot or Tract. In addition to, but not in exclusion to, its other remedies set forth in this Declaration, the Association or the Developer shall be empowered to levy fines against the Owner of such Lot or Tract in an amount of up to Fifty Dollars (\$50.00) per day for each such violation during the continuance thereof. Such expenses, and such fines as may be imposed pursuant to this paragraph, shall be secured by a lien encumbering such Lot or Tract in the same manner as the lien provided for in Article VII hereof. All remedies described in Article VI hereof and all other rights and remedies available at law or in equity shall be available in the event of any breach by any Owner, member, Occupant, or other Person of any provision of this paragraph. For purposes of administering this section, the determination of whether a violation has been, or is being, committed and the determination of what time period constitutes a "reasonable time" allowable for voluntary termination of the same, shall be made by the Association or Developer in conjunction with the Design Review Committee.

- 3.22. Modification of Use Restrictions. The Association may modify the foregoing restrictions or otherwise restrict and regulate the use of the Common Areas by reasonable rules and regulations of general application adopted by the Board from time to time.

ARTICLE V ARCHITECTURE AND LANDSCAPE CONTROL

1. Appointment of Design Review Committee. The Association shall maintain a Design Review Committee consisting of not less than three (3) nor more than seven (7) persons as determined by the Declarant and/or the Board. The Declarant shall initially appoint the members of the Design Review Committee. The Declarant shall retain the right to appoint, augment or replace all members of the Design Review Committee until the Declarant's Class B Membership in the Association terminates. Thereafter, members of the Design Review Committee shall be appointed by the Board. Persons appointed to the Design Review Committee, other than those persons appointed by Declarant, must be Members or satisfy such other requirements as may be set forth in the Design Guidelines.
2. Design Guidelines. The Design Review Committee shall establish reasonable procedural rules, regulations, restrictions, architectural standards and design guidelines that the Design Review Committee may from time to time, in its sole discretion, amend, repeal or augment. A copy of the current Design Guidelines shall at all times be a part of the Association's records. The Design Guidelines may include, among other things, the following restrictions and limitations:
 - (a) Time limitations for the completion, within specified periods after approval, of improvements for which approval is required pursuant to the Design Guidelines.
 - (b) Conformity of completed improvements to plans and specifications approved by the Design Review Committee, provided, however, as to purchasers and encumbrances in good faith and for value, unless notice of noncompletion or nonconformance identifying the violating Lot or Tract and specifying the reason for the notice, executed by the Design Review Committee, shall be recorded with the County Recorder of Greene County, Missouri within one (1) year following completion of the improvements or unless legal proceedings shall have been instituted to enforce compliance or completion within said one (1) year period, the completed improvements shall be deemed to be in compliance with the plans and specifications approved by the Design Review Committee and in compliance with the architectural standards of the Association and this Declaration, but only with respect to purchasers and encumbrances in good faith and for value.

- (c) Such other limitations and restrictions as the Board or Design Review Committee, in its reasonable discretion, shall adopt, including, without limitation, the regulation of all landscaping (including, without limitation, absolute prohibition of certain types of landscaping, trees and plants) and regulation of all construction, reconstruction, exterior additions, changes or alterations to or maintenance of any building, structure, wall or fence, including without limitation, the nature, kind, shape, height, material, exterior, color, surface texture and location of any such improvement.

3. General Provisions. The Design Review Committee may assess whatever reasonable fee the Design Review Committee determines in connection with its review of plans and specifications and may require a cash deposit in connection with alteration of the existing topography and construction of all improvements on a Lot or Tract in order to assure compliance with all requirements provided for in this Declaration and the Design Guidelines.

The Design Review Committee may delegate its plan review responsibilities, except final review and approval as may be required by the Design Guidelines, to one or more of its members or design consultants retained by the Design Review Committee. Upon such delegations, the approval or disapproval of plans and specifications by such member or consultants shall be equivalent to approval or disapproval by the entire Design Review Committee.

The address of the Design Review Committee shall be the address established for giving notice to the Association, unless otherwise specified in the Design Guidelines. Such address shall be the place for the submittal of plans and specifications and the place where the copies of current Design Guidelines shall be maintained.

The establishment of the Design Review Committee and the procedures provided herein for architectural approval shall not be construed as changing any right or restriction upon Owners to maintain or repair their Lots or Tracts as may otherwise be specified in this Declaration, the Bylaws or the rules and regulations promulgated by the Association.

The Design Review Committee shall approve or disapprove any plans and specifications submitted to it in accordance with the Design Guidelines within such period as may be specified in the Design Guidelines.

4. Approval and Conformity of Plans. No excavation, fill or other alteration of the topography or drainage of any Lot or Tract shall be commenced and no building, fence, wall or other structure or improvement of whatever type shall be constructed, erected or maintained upon the Property, nor shall there be any addition or change to the exterior of any building, residence or other structure or improvement upon a Lot or Tract or the landscaping, grading or drainage thereof, including, without limitation, the painting (other than painting with the same color of paint as previously existed) of exterior walls, entryways, overhangs, parapets, patio covers and fences, except in compliance with plans and specifications therefor, which have been submitted to and approved by the Design Review Committee.

The Design Review Committee shall have the right, in its sole discretion, to refuse to approve any grading plans or plans and specifications which are not suitable or desirable for aesthetic or other reasons and in passing upon such grading plans, plans and specifications and without any limitations of the foregoing, it shall have the right to take into consideration the suitability of the proposed building, structure or other improvement of landscaping, in light of Declarant's development plans for Millwood as an exclusive residential development of architectural design, color, texture and materials, the harmony of topography and the effect of the improvements as planned on the outlook from adjacent or neighboring Lots or Tracts. No changes or deviations in or from such grading plans and plans and specifications once approved shall be made without the prior written approval of the Design Review Committee.

5. Nonliability for Approval of Plans. Plans and specifications shall be reviewed by the Design Review Committee as to style, exterior design, appearance and location and shall not be reviewed for engineering or structural design or for compliance with zoning and building ordinances and by approving such plans

and specifications, neither the Design Review Committee, the members thereof, the Association, the Board nor the Declarant assume any liability or responsibility therefor or for any defect in any structure constructed from such plans and specifications. Neither the Design Review Committee, any member thereof, the Association, the Board nor the Declarant shall be liable to any Owner or other Person for any damage, loss or injury suffered or claimed on account of (a) the approval or disapproval of any plans, drawing and specifications, whether or not defective, (b) the construction performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development, or manner of development, of any property within Millwood or (d) the execution and filing of an estoppel certificate pursuant to the Design Guidelines, whether or not the facts therein are correct, provided, however, that such action, with the actual knowledge possessed, was taken in good faith. Approval of plans and specifications by the Design Review Committee is no an shall not be deemed to be a representation or warranty that said plans or specifications comply with applicable governmental ordinances and building codes.

6. Inspection and Recording of Approval. Any member or authorized consultant of the Design Review Committee, or any authorized officer, director, employee or agent of the Association, may at any reasonable time enter upon any Lot after reasonable notice to the Owner in order to inspect improvements constructed or being constructed on such Lot to ascertain that such improvements have been or are being built in compliance with the Design Guidelines and this Declaration. The Design Review Committee shall cause such inspection to be undertaken within fifteen (15) working days of a request therefor from any Owner as to his Lot and if such inspection reveals that the improvements located on such Lots have been completed in compliance with this paragraph and the Design Guidelines, the Design Review Committee shall provide to such Owner a notice of such approval in recordable form which, when recorded, shall be conclusive evidence of compliance with the provision of this Declaration and the Design Guidelines as to the improvements described in such recorded notice.
7. Reconstruction of Common Areas. The reconstruction by the Association of Declarant of any Common Areas after damage thereto or destruction thereof which is accomplished in substantial compliance with "as-built" plans for such Common Areas shall not require compliance with the provisions of this Article or the Design Guidelines.
8. Modification of Design Guidelines. The Board may promulgate as a part of the Design Guidelines such additional architectural and landscape standards, rules and regulations as it deems to be appropriate and as are not in conflict with the Declaration.
9. Penalty for Violation. THERE SHALL BE A FINE OF TEN THOUSAND DOLLARS (10,000) FOR FAILURE TO OBTAIN REQUIRED APPROVAL FROM THE DESIGN REVIEW COMMITTEE AND AN ADDITIONAL FINE OF TEN THOUSAND DOLLARS (10,000) FOR EACH THIRTY (30) DAY PERIOD ANY STRUCTURE REMAINS IN VIOLATION OF THIS DECLARATION OR THE DESIGN GUIDELINES.

ARTICLE VI APPLICABILITY AND ENFORCEMENT OF RESTRICTIONS

1. Exemption of Declarant from Restrictions. Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of Declarant, its employees, agents, and subcontractors or parties designated by it in connection with any construction, completion, sale or leasing of any portion of Millwood.
2. Enforcement. In the event that any Owner or the Association shall fail to comply with the provisions of the Constituent Documents or the rules and regulations of the Association, the Association or any Owner shall have each and all of the rights and remedies provided for in the Constituent Documents or said rules and regulations, or which may be available at law or in equity and may prosecute any action or other proceedings against such Owner or the Association for enforcement of such provisions or foreclosure of its

lien and the appointment of a receiver for the Lot or Tract, or damages, or injunctive relief, or specific performance, or judgement for payment of money and collection thereof or to sell the same as hereinafter provided, or any combination of such remedies or any other and further relief which may be available at law or in equity, all without notice and without regard to the value of such Lot or Tract or the solvency of such Owner. The proceeds of any rental or sale shall first be applied to discharge court costs, other litigation costs, including, without limitation, reasonable attorneys' fees and all other expenses of the proceeding and sale. The remainder of such proceeds shall be applied first, to the payment of any unpaid assessments or other charges and the satisfaction of any other damages, and any balance, shall be held by the Association for the payment of any further assessments or other charges. Upon the confirmation of the sale, the purchaser of such Lot or Tract shall be entitled to a deed to the Lot or Tract and to immediate possession of the Lot or Tract and may apply to the court for a writ of possession for the purpose of acquiring such possession. The purchaser at any such sale shall take the Lot or Tract sold subject to the Declaration. All expenses of the Association in connection with any such action or proceeding, including court costs and reasonable attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at a rate of four percent (4%) per annum in excess of the prime rate of interest announced by Empire Bank of Nixa as the same may fluctuate on a daily basis, from the date incurred, costs and reasonable attorney's fees, until paid, shall be secured by a lien against the Lot or Tract of such defaulting Owner as provided in Article VII hereof.

3. In addition to the remedies granted to the Association pursuant to this Article, in the event that any Owner or the Association shall fail to comply with the provisions of the Constituent Documents or the rules and regulations of the Association, any Owner shall have each and all of the rights and remedies provided for the Constituent Documents or said rules and remedies provided for in the Constituent Documents or said rules and regulations, or which may be available at law or in equity, and may prosecute any action or other proceedings against such Owner or the Association from the enforcement of such provisions, injunctive relief or specific performance.
4. Upon the consent or approval of a majority of Owners present and voting at a general or special meeting of the members of the Association, or in such other manner as may be deemed by the Board to be necessary or expedient, the Board shall have the power and authority to bid for an purchase any Lot or Tract at a sale pursuant to a mortgage foreclosure, a trustee's sale under a trust deed, a foreclosure of any lien securing the repayment of any amounts due pursuant to this Declaration, or a sale pursuant to an order or direction of a court, or other involuntary sale, and the Board shall have the power and authority to finance such purchase of a Lot or Tract by Mortgage, special assessment or any other financing arrangement that the Board may deem necessary or expedient.
5. Notwithstanding any provision of these Declarations to the contrary herein, it is expressly agreed that the Declarant (including, without limitation, any assignee of the interest of Declarant) shall not have any personal liability to the Association, any Owner, any Mortgagee or any other person arising under, in connection with or resulting from (including, without limitation, resulting from action or failure to act with respect to) this Declaration, except in the case of the Declarant (or its assignees) to the extent of their interest in the Property and, in the case of a partner of Declarant (or any such assignee), his interest in Declarant (or such assignee) and, in the event of a judgement against Declarant (or any partner or assignee thereof), no execution or other action shall be sought or brought thereon against any other assets or by a lien upon such other assets of the judgement debtor.
6. Notwithstanding any provision of the Declaration to the contrary, any breach of any of the covenants, conditions, restrictions, reservations and servitude's provided for in this Declaration, or any right of reentry by reason thereof, shall not defeat or adversely affect the lien and/or right of any Mortgagee, except as herein expressly provided, and each an all of such covenants, conditions, restrictions, reservations and servitude's shall be binding upon and effective against any lessee under any lease or against any Owner of any Lot or Tract whose title thereto is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

7. City of Springfield Rights. Notwithstanding any other provision to the contrary within these Covenants, and in conjunction with the powers granted to the City of Springfield under Article I, Land Development Code, Section 5-2300, ct scq., as amended, readopted or recodified from time to time, which is incorporated herein by reference, in the event for any reason the Association should fail to maintain any Common Area or Areas, or in the event the Association should be involuntarily dissolved and the Lot Owners fail to maintain such Common Area or Areas, then the City shall have the right and full authority and ability to intercede and maintain the Common Areas and assess the City's costs of same to the Lot Owners within the subdivision or any lot or parcels previously served by the Association or any of the Common Areas of the subdivision, on a pro rata basis of square footage of the lots involved and such shall run as a lien against the lots. The City shall be given the power provided herein, as well as any other remedy available to it under Law, to set and enforce such assessments to pay for the maintenance of, or abatement of any nuisance contained in, any Common Area or Areas. The Association may not be dissolved without the written consent of the City Manager of the City.

ARTICLE VII ASSOCIATION ASSESSMENTS

1. Common Area Maintenance and Association Operating Expenses. Each Lot and Tract shall be subject to an assessment for, and each Owner further agrees to pay a proportionate share of the expenses of the administration and operation of the Association and the Common Areas, including, but not limited to, real property taxes and assessments levied against the Common Areas, premiums for insurance for the Common Areas, the cost of maintenance and repair of the Common Areas, reasonable reserves for contingencies, replacements or other proper purposes, all as determined by the Board (collectively "Common Expenses"). The Association shall maintain a reasonable reserve for taxes and assessments levied against the Common Areas, repair and replacement of the Common Areas and the appurtenances thereto. The Owner of each Lot shall pay, by appropriate monthly payments, an amount equal to one Assessment Unit and the Owner of each Tract and the Millwood Country Club shall pay, by appropriate monthly payments, an amount equal to the Assessment Units assigned to that Tract or the Club on the List thereof attached hereto as Exhibit "B", which may be amended from time to time by the Declarant or the Board of the Association. The amount of each Assessment Unit shall be determined by the Board annually by dividing the projected next year's expenses of the Association by the total number of Assessment Units in existence at that time. So long as Declarant continues to be a Class B member of the Association, no Assessment Unit shall exceed that amount provided in this section and any resulting deficit in the operation of the Association shall be paid by Declarant.
2. Payment of Common Expenses. Payment of the Common Expenses, including any prepayment thereof required by any contract for the sale of a Lot or Tract, shall be in such amounts, at such times and in such manner as may be provided in the Articles and Bylaws of the Association as determined by the Board. Assessments for the Common Expenses shall commence upon the first day of the first month immediately following the first conveyance of a Lot or Tract to an Owner other than Declarant. If any Owner shall fail or refuse to make any such payment of Common Expenses when due, the Association, in its sole and absolute discretion, may suspend the voting rights and right to the use of Common Areas by an Owner for any period during which any assessment against his Lot or Tract remains unpaid. If any Owner shall fail or refuse to make any such payment of Common Expenses when due, the amount thereof, together with interest thereon at a rate of four percent (4%) in excess of the prime rate of interest as announce by Empire Bank of Nixa as the same may fluctuate on a daily basis, from the due date of such payment, a reasonable late charge not exceeding twenty five percent (25%) of the amount of such payment as determined by the Board, costs and reasonable attorneys' fees, shall constitute a lien on such Owner's Lot or Tract and on any rents or proceeds therefrom and shall also be the personal obligation of the Owner of the Lot or Tract at the time the assessment became due, provided, however, that such personal obligation shall not pass to such Owner's successors in title unless assumed by them. Such lien may, but shall not be required to be, evidenced by a notice executed by a member of the Board or any authorized agent of the Board setting forth the amount of assessment and the legal description of the Lot or Tract subject to the lien. Such lien shall be subordinate to the lien of a recorded First Mortgage against the applicable Lot or Tract acquired in god faith and for value, except for the amount of the unpaid assessments and other charges which accrue

from and after the date on which the First Mortgage acquires title to or comes into possession of the applicable Lot or Tract, and any lien for unpaid assessments and other charges prior to such date shall upon such date automatically terminate and be extinguished and such First Mortgagee shall not be liable for such unpaid assessments and other charges, provided, however, that the extinguishment of such lien shall not in any way affect the personal obligation of the Owner of the Lot or Tract at the time of payment giving rise to such lien became due. Any such assessments that are extinguished pursuant to the foregoing provisions shall be reallocated and assessed against all Lots and Tracts as a Common Expense. Any person acquiring an interest in any Lot or Tract shall, upon giving written notice to the Board, be entitled to a statement from the Association setting forth the amount of unpaid assessments and other charges, if any, and no lien shall attach to such Lot or Tract in excess of the amount set forth in such statement, except for assessments and other charges which accrue or become due after the date thereof. The lien provided for in this paragraph may be foreclosed by the Association in any manner provided or permitted for the foreclosure of real property mortgages or deeds of trust in the State of Missouri.

3. Maximum Assessment for Common Expenses. Until commencement of the first fiscal year of the Association immediately following the first conveyance of a Lot or Tract to an Owner other than Declarant, the maximum annual payment for such Common Expenses payable by each Owner other than Declarant, shall be Twelve Hundred Dollars (\$1,200.00) per Assessment Unit. Upon the commencement of the first fiscal year immediately following the first conveyance of a Lot or Tract to an Owner other than Declarant and at the commencement of each and every fiscal year thereafter, the Board may, if necessary to meet the projected annual expenses of the Association, increase the maximum monthly payment for such Common Expenses for such fiscal year by twelve percent (12%) of the amount assessed for the immediately preceding year. Notwithstanding anything contained herein to the contrary, from and after the commencement of the first fiscal year immediately following the first conveyance of a Lot or Tract to an Owner other than Declarant, the maximum monthly assessment may be increased above that established by said twelve percent (12%) increase per year provided that such increase shall be approved by Owners holding sixty-seven percent (67%) of the votes relative to the affairs of the Association. The provisions of this paragraph shall be deemed to be covenants running with the land and shall be binding upon each Owner and shall inure to the benefit of any person having any interest in the Property.
4. Special Assessments. In addition to the annual assessments for Common Expenses, the Association may levy, in any assessment year, a special assessment applicable to that year. Any such assessment must have the concurrence of Owners holding sixty percent (60%) of the votes relative to the affairs of the Association.
5. Notice and Quorum for any Action Authorized Under this Section. Written notice of any meeting called for the purpose of taking any action authorized under this section shall be sent to all Owners not less than then (10) days not more than fifty (50) days in advance of the meeting. At the first such meeting called, Owners holding sixty percent (60%) of the votes relative to the affairs of the Association shall constitute a quorum. In the event there are not enough owners present or represented by proxy at the first meeting to constitute a quorum, a subsequent meeting or meetings may be called subject to the same notice requirement and the required quorum at each subsequent meeting shall be one half (1/2) of the required quorum at the immediately preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the immediately preceding meeting.

ARTICLE VIII ADDITIONS TO MILLWOOD

- 1 Subject to the approval of the City of Springfield Planning and Zoning Board, Declarant may add additional adjacent parcels of real property in Springfield, Missouri, to the Property by recording amendments to Exhibit "A", hereto and such amended Exhibits shall thereafter be Exhibit "A" for all purposes referred to herein.

ARTICLE IX MISCELLANEOUS PROVISIONS

1. Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless sooner revoked in the manner provided herein. The provisions of this Declaration may be changed, modified or amended by an instrument in writing setting forth such change, modification or amendment, signed by Owners holding not less than sixty-seven percent (67%) of the votes relative to the affairs of the Association.

Notwithstanding anything contained herein to the contrary, if this Declaration or the Articles or the Bylaws of the Association require the consent or agreement of the Owners holding a specified percentage of the votes relative to the affairs of the Association and/or any other Persons having any interest in the Property for any such amendment or for any action specified in this Declaration, then any instrument so amending this Declaration or a provision hereof or providing for such action shall be signed by the Owners holding not less than such specified percentage. Any such change, modification or amendment accomplished under any of the provisions of this section shall be effective upon Recording of the instrument providing therefor, signed and acknowledged as herein provided.

2. Notices. Notices provided for in the Constituent Documents shall be in writing and shall be mailed, postage prepaid, to the Association or the Board, addressed to the address to which payments of assessments are then sent and to an Owner, addressed to the street address of such Owner's Lot or Tract. The Association or the Board may designate a different address or addresses to which notices shall be sent from time to time by giving written notice of such change of address to all Owners. Any Owner may also designate a different address to which notices shall be sent by giving written notice of his change of address to the Association. Notices shall be deemed delivered five (5) days after being deposited, properly addressed, in the United States mail, postage prepaid, or when delivered in person.
3. Severability. If any provision of the Constituent Documents or the rules and regulations of the Association, or any section, clause, sentence, phrase or word, or the application thereof in any circumstance, is held invalid by a court of competent jurisdiction, the validity of the remainder of the Constituent Documents or the rules and regulations of the Association, and the application of any such provision, section, sentence, clause, phrase or word in any other circumstances, shall not be affected thereby and the remainder of the Constituent Documents or the rules and regulations shall remain in full force and effect as if such invalid part were never included therein, and such invalid part shall be promptly amended as herein provided or reformed by such court so as to implement the intent thereof to the maximum extent permitted by law.
4. Rights and Obligations. Each grantee of the Declarant by the acceptance of a deed of conveyance, each purchaser under any agreement of sale within the meaning of Missouri Statutes by execution of such agreement for sale and each Mortgagee by the acceptance of any instrument conveying any interest in the Property as security for the performance of an obligation accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and equitable servitude's and shall be binding upon and shall inure to the benefit of any grantee purchaser or any person having at any time any interest or estate in the Property in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, purchase contract or other instrument or transfer and each such grantee shall be entitled to bring, and shall be subject to, an action for the recovery of damages or for injunctive relief, or both, resulting from any breach of any such provisions.
5. Waiver. Any right or remedy provided for in the Declaration shall not be deemed to have been waived by any act or omission, including, without limitation, any acceptance of payment or partial performance or any

forbearance, except by an instrument in writing specifying such right or remedy and executed by the person against whom enforcement of such waiver is sought.


6. Professional Management Agreement. Any agreement for professional management of the Property and the Common Areas or any contract providing for services to be performed by the Declarant for the Association shall provide for termination by the Association with or without cause and without payment of a termination fee or penalty on sixty (60) days prior written notice and no such contract or agreement shall be of a duration in excess of one (1) year, renewable by agreement of the parties for successive one (1) year periods.
7. Common Areas Owned by the Association. Declarant shall cause to be conveyed to the Association, fee simple title to the Common Areas contained within the boundaries of any Plat within sixty (60) days following recordation of such Plat. All Owners shall have the non-exclusive right to use any or all of the Common Areas for the benefit of the Association and the benefit of the Lot and Tract Owners. The Association shall have the authority to charge reasonable fees, lease, convey easements and grant concessions relative to portions of the Common Areas consistent with the overall character and use of the Property. Subject to the approval of Owners holding not less than fifty-one percent (51%) of the votes relative to the affairs of the Association, the Association shall be entitled to encumber the Common Areas or any portion thereof for the purpose of securing repayment of a loan or loans to finance the repair, rebuilding and restoration of the Common Areas and the improvements located thereon.

IN WITNESS WHEREOF, Declarant has executed this instrument as of this 30th day of October 2002.



KEITH KELTNER CORPORATION

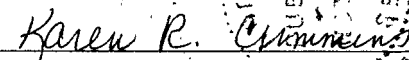

Keith Keltner, President


Wanda Keltner, Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 30 day of October, 2002, before me personally appeared the above named person(s) to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he (they) executed the same as his (their) free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my seal on the day and year first above written.


Notary Public

My Commission expires: 1-7-2003

MILLWOOD GOLF AND RACQUET CLUB

A PARCEL OF LAND BEING ALL OF MILLWOOD PHASE I, MILLWOOD PHASE II, MILLWOOD PHASE III, MILLWOOD PHASE IV, SAN POPPI AT MILLWOOD PHASE I, SAN POPPI AT MILLWOOD PHASE II, SUBDIVISIONS IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, AND AN IRREGULAR PARCEL OF LAND LOCATED IN SECTION 27, TOWNSHIP 28 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN SPRINGFIELD, GREENE COUNTY, MISSOURI, SAID PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MISSOURI DEPARTMENT OF NATURAL RESOURCES MONUMENT FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 27; THENCE SOUTH $01^{\circ} 04' 27''$ WEST ALONG THE EAST LINE OF SAID SECTION 27 A DISTANCE OF 162.49 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF SAID SECTION 27 NORTH $88^{\circ} 55' 33''$ WEST A DISTANCE OF 1549.15 FEET TO A $5/8''$ LS2334 PIN FOUND ON THE SOUTH RIGHT OF WAY OF MILLWOOD DRIVE AND ON THE BOUNDARIES OF SAN POPPI AT MILLWOOD PHASES I AND II, A SUBDIVISION IN SPRINGFIELD, GREENE COUNTY, MISSOURI, FOR A POINT OF BEGINNING:

THENCE LEAVING SOUTH RIGHT OF WAY OF MILLWOOD DRIVE AND THE BOUNDARY OF SAN POPPI AT MILLWOOD PHASE I ALONG THE BOUNDARY OF SAN POPPI AT MILLWOOD PHASE II THE FOLLOWING 25 CALLS; SOUTH $75^{\circ} 04' 52''$ WEST A DISTANCE OF 54.87 FEET TO A $5/8''$ LS2334 PIN FOUND; NORTH $84^{\circ} 16' 38''$ WEST A DISTANCE OF 176.95 FEET TO A $5/8''$ LS2334 PIN FOUND; SOUTH $87^{\circ} 39' 11''$ WEST A DISTANCE OF 230.16 FEET TO A $5/8''$ LS2334 PIN FOUND; NORTH $79^{\circ} 20' 06''$ WEST A DISTANCE OF 121.98 FEET TO A $5/8''$ LS2334 PIN FOUND; SOUTH $86^{\circ} 14' 33''$ WEST A DISTANCE OF 88.51 FEET TO A $5/8''$ LS2334 PIN FOUND; NORTH $84^{\circ} 17' 48''$ WEST A DISTANCE OF 55.13 FEET TO A $5/8''$ LS2334 PIN FOUND; NORTH $66^{\circ} 52' 23''$ WEST A DISTANCE OF 72.24 FEET TO A $5/8''$ LS2334 PIN FOUND; NORTH $88^{\circ} 24' 52''$ WEST A DISTANCE OF 82.32 FEET TO A $5/8''$ LS2334 PIN FOUND; NORTH $58^{\circ} 06' 45''$ WEST A DISTANCE OF 26.41 FEET TO A $5/8''$ LS2334 PIN FOUND; NORTH $73^{\circ} 34' 09''$ WEST A DISTANCE OF 35.94 FEET TO A $5/8''$ LS2334 PIN FOUND; NORTH $46^{\circ} 13' 59''$ WEST A DISTANCE OF 80.22 FEET TO A $5/8''$ LS2334 PIN FOUND; NORTH $88^{\circ} 47' 14''$ WEST A DISTANCE OF 103.47 FEET TO A $5/8''$ LS2334 PIN FOUND; NORTH $01^{\circ} 12' 45''$ EAST A DISTANCE OF 123.65 FEET TO A $5/8''$ LS2334 PIN FOUND; NORTH $01^{\circ} 25' 18''$ EAST A DISTANCE OF 36.60 FEET TO A $5/8''$ LS2334 PIN FOUND; NORTH $17^{\circ} 29' 08''$ WEST A DISTANCE OF 88.46 FEET TO A $5/8''$ LS2334 PIN FOUND; NORTH $67^{\circ} 52' 32''$ EAST A DISTANCE OF 125.23 FEET TO A $5/8''$ LS2334 PIN FOUND; NORTH $77^{\circ} 09' 07''$ EAST A DISTANCE OF 119.25 FEET TO A $5/8''$ LS2334 PIN FOUND; SOUTH $75^{\circ} 27' 43''$ EAST A DISTANCE OF 70.25 FEET TO A $5/8''$ LS2334 PIN FOUND; SOUTH $75^{\circ} 57' 59''$ EAST A DISTANCE OF 70.09 FEET TO A $5/8''$ LS2334 PIN FOUND; SOUTH $67^{\circ} 26' 51''$ EAST A DISTANCE OF 73.63 FEET TO A $5/8''$ LS2334 PIN FOUND; NORTH $81^{\circ} 44' 14''$ EAST A DISTANCE OF 68.71 FEET TO A $5/8''$ LS2334 PIN FOUND; SOUTH $83^{\circ} 03' 43''$ EAST A DISTANCE OF 68.50 FEET TO A $5/8''$ LS2334 PIN FOUND; SOUTH $65^{\circ} 42' 30''$ EAST A DISTANCE OF 74.61 FEET TO A $5/8''$ LS2334 PIN FOUND; SOUTH $74^{\circ} 23' 15''$ EAST A DISTANCE OF 56.76 FEET TO A $5/8''$ LS2334 PIN FOUND; NORTH $30^{\circ} 15' 34''$ EAST A DISTANCE OF 10.00 FEET TO A $5/8''$ LS2334 PIN FOUND ON THE SOUTH RIGHT OF WAY OF MILLWOOD DRIVE AND THE BOUNDARY OF SAN POPPI AT MILLWOOD PHASE I; THENCE LEAVING THE BOUNDARY OF SAN POPPI AT MILLWOOD PHASE II, ALONG THE SOUTH RIGHT OF WAY OF MILLWOOD DRIVE AND THE BOUNDARY OF SAN POPPI AT MILLWOOD PHASE I THE FOLLOWING 7 CALLS; SOUTH $59^{\circ} 44' 26''$ EAST A DISTANCE OF 69.96 FEET TO A $5/8''$ LS2334 PIN FOUND AT

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THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 48.00 FEET AND A CENTRAL ANGLE OF $77^{\circ} 21' 41''$; ALONG SAID CURVE AN ARC DISTANCE OF 64.81 FEET TO A 5/8" LS2334 PIN FOUND; SOUTH $58^{\circ} 52' 04''$ EAST A DISTANCE OF 51.47 FEET TO A 5/8" LS2334 PIN FOUND AT THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 28.00 FEET, A CENTRAL ANGLE OF $102^{\circ} 15' 30''$ AND A CHORD BEARING NORTH $82^{\circ} 15' 41''$ EAST; ALONG SAID CURVE AN ARC DISTANCE OF 49.97 FEET TO A 5/8" LS2334 PIN FOUND; SOUTH $46^{\circ} 36' 34''$ EAST A DISTANCE OF 25.72 FEET TO A 5/8" LS2334 PIN FOUND AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET AND A CENTRAL ANGLE OF $14^{\circ} 48' 38''$; ALONG SAID CURVE AN ARC DISTANCE OF 95.64 FEET TO A 5/8" LS2334 PIN FOUND AT THE POINT OF CURVATURE OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET AND A CENTRAL ANGLE OF $33^{\circ} 27' 51''$; ALONG SAID CURVE AN ARC DISTANCE OF 221.94 FEET TO THE POINT OF BEGINNING; CONTAINING 7.26 ACRES.

