

ST. ANDREWS CLUB AT MILLWOOD
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Keith Keltner Corporation, a Missouri Corporation with an office at 3700 E. Millwood Drive, Springfield, Missouri, hereinafter referred to as "Developer," being the owner of all of the hereinafter described property, does hereby declare, create, impose and place upon the following described real estate, to-wit:

All of that land described in Exhibit A attached hereto, being the land contained within ST ANDREWS CLUB AT MILLWOOD, a subdivision in Springfield, Greene County, Missouri, according to the recorded plat thereof,

hereinafter referred to as "Subdivision," the following covenants, conditions and restrictions, any and all of which are hereby termed "restrictions," and hereinafter sometimes collectively referred to as this "Declaration." All of said restrictions are made jointly and severally for the benefit of and shall be binding upon the present title holders to all or any part of the Subdivision, as well as all other persons who may from time to time own, hold, lease, rent, or purchase said lands or any part thereof, and their respective heirs, assigns, and successors, said restrictions to operate as covenants running with said lands. The same are hereby made and declared to be easements and cross-easements in fee and annexed to the entire Subdivision, and this shall be so even if said restrictions are omitted from any deed or instrument of conveyance of any Townhome Lot or other interest therein. Said restrictions shall be construed independently, and the invalidation of any one or more of the restrictions by any court of competent jurisdiction in no way shall affect any of the other restrictions, but they shall remain in full force and effect. The failure promptly to enforce any of the restrictions shall not bar their later enforcement. Said restrictions shall be enforceable by injunction, mandamus, or other proceeding at law or in equity against any present or future party or parties infringing, violating, or attempting to infringe or violate, or omitting to abide by said restrictions, and in addition hereto, any present or future holder or owners, occupant or occupants, of said lands, or any part thereof, may recover damages for the breach, infringement or violation of any such restrictions:

The Subdivision is also subject to that prior declaration of covenants, conditions, and restrictions recorded in Book 2359, beginning at Page 1047, in the office of the Recorder of Deeds for Greene County, Missouri, entitled "Millwood Declaration of Covenants, Conditions, and Restrictions," hereinafter referred to as the "Master Declaration." The Subdivision is a development within the larger property encompassed within the Master Declaration. The Subdivision has been or will be developed with all of its common areas and facilities exclusively benefiting the owners of the lots identified on the plat of the Subdivision, herein referred to as "Townhome Lots". The Townhome Association, hereinafter referred to, is a subassociation, as defined in the Master Declaration, established for the purpose of ownership and maintenance of the common areas and elements within or serving the Subdivision. This Declaration is approved as a subassociation document as required by paragraph

2 of Article IV of the Master Declaration by the Millwood Property Owners Association, Inc., hereinafter referred to as the "Master Association", as shown by its signature and consent to this Declaration. The Master Declaration and the Articles of Incorporation and by-laws of the Master Association are all specifically incorporated herein as if fully set forth herein. The Subdivision is subject to the Master Declaration as a subassociation area, and each Townhome Lot is subject to assessment for its proportionate share of the expenses of the administration and operation of the Master Association, to special assessments as defined under the Master Declaration and to all other terms and conditions of the Master Declaration, except for the common areas identified and contained within the platted area of the Subdivision which it is declared are solely for and exclusively benefit the owners of the Townhome Lots, and, therefore, the Master Association shall not have the right and power to make assessments against the Townhome Lots with respect to the common areas and elements contained within and serving the Subdivision.

The restrictions are as follows:

1. **Design Review.** Nothing shall be constructed, such as but not limited to, dwellings, garages or other temporary or permanent buildings, drives, patios, porches, sidewalks, fences, or walls nor shall any tree or shrub shall be planted on any Townhome Lot until the person proposing such construction or planting has first obtained approval from the Design Review Committee under the procedure established by Article V of the Master Declaration.

2. **Easements.** The Subdivision and each Townhome Lot owner's interest therein are hereby declared to be held subject to the following easements:

A. **Lawn Areas.** In order to provide for common enjoyment and a common amenity of the entire Subdivision and in order to establish certain uniformity in upkeep of lawns and plantings, there is hereby granted, established and reserved to the Townhome Association a perpetual easement over, under and across all of the area of each of the Townhome Lots not located under buildings, drives, walkways, patios or similar improvements constructed with Design Review Committee approval, said easement area hereinafter called the "lawn area(s)," which easement shall be for the following purposes:

(1) To maintain, cut, trim, and replace, as the Board may deem necessary or desirable, the lawns, grasses, trees, shrubs, and other ornamental growths, flower beds, and other landscaping and landscape features in lawn areas on the Townhome Lots.

(2) To maintain, operate, repair, and replace as the Board may deem necessary or desirable the in ground lawn watering systems located on the Townhome Lots.

B. Street and Utility Areas. In order to provide for common enjoyment and a common amenity of the entire Subdivision and in order to provide for the repair, maintenance and replacement of the private street serving the Subdivision and of utilities and amenities serving more than one Townhome Lot, there is hereby granted, established and reserved to the Townhome Association a perpetual, transferable easement over, under and across all of the area of each of the Townhome Lots laid out for private street purposes on the recorded plat of the Subdivision and all of such area designated for the location of lines and facilities for the provision of utility services to the Subdivision, including, without limitation, gas, telephone, electricity, water, sewer, drainage, cable TV and other telecommunications, said easement area hereinafter called the "street and utility area(s)," which easement shall be for the following purposes:

(1) To pave, repave, plow, maintain, repair and replace, as the Board may deem necessary or desirable, the private street serving the Subdivision.

(2) To construct, reconstruct, maintain, operate, repair, and replace as the Board may deem necessary or desirable the utility lines and systems serving the Subdivision.

The Townhome Association shall have the right and power, without the consent of the owner or mortgagee of any Townhome Lot, to transfer and grant to any municipal authority or public or private utility company an easement over, under and/or across the street and utility areas for the purposes set forth in this paragraph.

C. Owners' Easement of Enjoyment. Every owner of a Townhome Lot shall have a non-exclusive right and easement of ingress, egress, use and enjoyment in and to the street and utility areas and such easements shall be appurtenant to and shall pass with the title of every such Townhome Lot subject to the following restrictions:

(1) The Townhome Association may prohibit totally or in part parking of motor vehicles on any private roads within the Subdivision and make other reasonable rules for the use and operation of vehicles thereon.

(2) Requirements imposed by any public agency or agencies for storm water detention, open space or other requirements as a condition of approval and recording of the plat of the Subdivision.

(3) Other reasonable restrictions on use as the Townhome Association may establish from time to time.

D. Lessee's Right of Enjoyment. Notwithstanding anything herein to the contrary the easement of enjoyment of an owner may be transferred to a lessee who shall occupy the Townhome Lot of such owner under a written lease agreement, provided:

(1) A copy of the lease agreement is made available to the Townhome Association.

(2) The owner shall be jointly and severely liable with the lessee for any breach of the duties and responsibilities of an owner under this Declaration.

(3) During the period of such lease delegation the lessee shall have such easement of enjoyment in lieu of the owner.

(4) Such delegation shall be otherwise subject to such reasonable rules and regulations as the Board may establish.

E. Easement to Facilitate Sales. The Developer and its duly authorized agents, representatives and assigns may make such reasonable use of the Subdivision as may facilitate the sale of Townhome Lots owned by the Developer or an agent of the Developer including, without limiting the generality of the foregoing, the rights to maintain a sales office and a model Townhome, show property and display signs.

F. Driveway and Walkway Easements. It is anticipated that, in the course of developing the Subdivision, driveways and walkways ["Common Way(s)"] will be constructed which serve two or more Townhome Lots. There is hereby reserved to each Townhome Lot owner a perpetual easement to pass and repass, on foot and by vehicle, over and across each Common Way which serves that owner's Townhome Lot. The location of the Common Way easements shall be fixed upon construction of the driveways and walkways in the Subdivision. The easement rights granted under this paragraph shall be exclusive, with respect to each Common Way, to the owners of all Townhome Lots served by that Common Way. The owners of all Townhome Lots served by a particular Common Way shall be responsible for the repair, maintenance and replacement of the Common Way, and shall share equally in the costs thereof.

G. Entrance Easement Townhome Lots 1 and 30 are subject to a perpetual entrance easement more particularly described in an Easement Deed granted or to be granted by Keith Keltner Corporation to Millwood Property Owners Association, Inc. and Millwood Golf and Racquet Club, Inc.

H. Water Feature Easement There is hereby reserved to the Townhome Association a perpetual easement in the area of Townhome Lot 31 labeled "Landscape Easement" on the recorded plat of the Subdivision. Such easement shall be for the benefit of all Townhome Lot owners, and shall include the right to build, rebuild, repair, replace and maintain the landscaping features constructed by the Developer on that area, including any water pipes, electrical lines or other utilities necessary to operate the water features on the site.

3. Townhome Association. In order to provide for the upkeep, maintenance, use, and improvement of the common areas and facilities of the Subdivision, including private streets and sidewalks, lawn areas, in ground watering systems, landscaping and plantings, security fencing and security services to the extent provided in the Subdivision and to provide for the control thereof by the owners of Townhome Lots and the assessment of those Townhome Lots as necessary to provide the funds for such maintenance and upkeep, the following provisions and restrictions are adopted:

A. Name, Organization. As used in this Declaration, the term "Townhome Association" shall mean the St. Andrews Club Owners Association, Inc., a corporation formed or to be formed under the General Not for Profit Corporation Act of the State of Missouri, whose only members shall be owners of Townhome Lots. The Townhome Association shall have all powers and duties set forth in this Declaration, its Articles of Incorporation, its By-Laws, applicable laws, statutes, ordinances, and governmental rules and regulations; and shall have in addition to its express powers, all other powers reasonably necessary or appropriate to the exercise of its express powers. The Townhome Association may not be voluntarily dissolved without the prior written consent of the City of Springfield in Greene County, State of Missouri, all as set forth in its Articles of Incorporation.

B. Membership, Voting Rights. The Developer, its successors and assigns, as to any and every Townhome Lot owned by the Developer, and each owner of a Townhome Lot other than the Developer shall be a member of the Townhome Association and shall remain a member until they cease to be an owner. The membership of each owner in the Townhome Association is appurtenant to and inseparable from ownership of a Townhome Lot and shall be automatically transferred upon any transfer or conveyance of the Townhome Lot to any transferee or grantee authorized herein or by the Townhome Association, provided, however, this provision shall not be applicable to any such transfer or conveyance merely for the purpose of securing the performance of an obligation. Every member of the Townhome Association other than the Developer shall be entitled to one (1) vote for each Townhome Lot owned and the Developer shall be entitled to ten (10) votes for each Townhome Lot owned. Initially, the Townhome Association shall have two classes of voting membership. Class A members shall be all owners other than the Developer. The Class B member

shall be the Developer. Class A and Class B memberships shall cease and there shall be only one class of membership at such time as the last Townhome Lot is transferred to a person other than the Developer. A vote as to any Townhome Lot is not divisible and when more than one person or entity owns a single Townhome Lot, their vote shall be exercised as they among themselves determine in accordance with and subject to the provisions and restrictions set forth in the By-Laws of the Townhome Association.

C. Express Powers and Duties. Without limiting the foregoing general powers and duties, the Townhome Association is expressly authorized in its discretion and on behalf of the owners of Townhome Lots, by action of its Board of Directors, hereinafter referred to as the "Board", unless otherwise provided or required by the Articles of Incorporation or statutes of Missouri, to do any or all of the following:

(1) To adopt, amend, publish, and enforce reasonable rules and regulations relating to the possession, use and enjoyment of the common areas of the Subdivision and to enforce the restrictions in this Declaration.

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

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

(4) To levy, collect, and enforce assessments against Townhome Lots in the manner provided herein and in the Articles of Incorporation and By-laws of the Townhome Association to pay for the expenses of the Townhome Association in the exercise of its powers and duties under this Declaration, all such expenses being referred to herein as the "Common Expenses."

(5) To cause, in its discretion, an external review by an independent public accountant to be conducted of the accounts and financial records of the Townhome Association.

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

(7) To provide for the use, repair, maintenance and improvement of the lawn areas, street and utility areas and other common amenities and facilities serving the Subdivision, all herein referred to as the "Common Elements" and to acquire equipment, materials, supplies, or personnel as necessary or desirable in connection therewith.

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

(9) To do any other lawful act deemed by the Board to be necessary, desirable, or appropriate for the conduct of the responsibilities, rights, and duties of the Townhome Association.

(10) To maintain the lawn areas and in the lawn areas, the lawns, grasses, shrubs, trees, ornamental growths, flower beds, and other landscaping and landscape features and to replace, remove, trim or add thereto as shall be necessary in the opinion of the Board to maintain a desirable and attractive landscaping for the Townhome Lots, at least in keeping with the initial landscaping plans therefor; but nothing shall prevent the Board of Directors of the Subdivision from planting in its discretion in the lawn areas supplemental, additional and substitute or replacement shrubs, trees, and plantings; and to specifically provide for the cutting of the grasses on the lawn areas in the Subdivision so that the same shall be uniformly kept and maintained and to secure and apply necessary fertilizers and weed killers to said lawn areas and insecticides or other similar treatments to the shrubs, trees, and plantings in the lawn areas and to cause the same to be pruned as necessary and appropriate and generally to take all of such actions on behalf of the owners of the Townhome Lots as shall maintain the lawn areas and in the lawn areas the lawns, grasses trees, shrubs, ornamentals, flower beds, landscaping and landscape features and other plantings in an attractive, healthful condition; so that no expense by any individual Townhome Lot owner in respect thereto shall be required other than for initial installation or planting on the owner's Townhome Lot and other than for the assessments which are provided for hereafter for the cost of such upkeep, maintenance, and replacement of the lawn areas.

(11) To repair, operate, maintain, and replace as necessary the in ground watering systems located within the lawn areas and common areas of the Subdivision so as to provide the common areas and the lawn areas with adequate water for their upkeep and health and to pay all of the utility charges therefor, to the extent such utility charges are not separately metered and billed to individual Townhome Lot owners.

(12) To employ on behalf of the Subdivision such security guards or security forces or other similar services as the Board may from time to time deem necessary for the adequate security of the residents and properties of the Subdivision; but nothing herein shall require that the Board employ any such security services.

(13) To maintain, repair, and if necessary replace any common fence located on the boundaries of and providing security for the Subdivision, as well as all security gates, entry devices, guard houses or other similar structures and facilities; and shall determine from time to time means and devices by which security gates allowing access to the private roadways within the Subdivision may be accessed by its residents and guests and to provide to the residents of the Subdivision such keys, electronic or otherwise, as may be necessary to operate entry gates.

(14) To arrange and contract for such garbage collection services for each Townhome Lot as the Board may from time to time deem necessary, and to collect and pay to the Master Association amounts assessed under the Master Declaration against each Townhome Lot to the extent deemed necessary or desirable by the Board, but nothing herein shall require that the Board contract for any such garbage collection services or collect Master Association assessments. The Board may, by rule, require each Townhome Lot owner to use the same garbage collection contractor.

(15) To enforce, as against any owner or occupant of a Townhome Lot, the use restrictions set forth in the Master Declaration.

D. Liability Limited. Neither the Townhome Association nor any managing agent shall be responsible for acts or omissions to act which do not amount to gross negligence or willful misconduct, or for the acts or omissions to act of any owner of any Townhome Lot, or for breach of any obligation by any such owner. Notwithstanding the duty of the Townhome Association to provide for the maintenance, repair, use and improvement of the Common Elements- which duty shall be owed to the Subdivision in general and not to any specific individual - the Townhome Association shall not be liable for injury or damage caused by any latent condition in the property comprising the Common Elements nor for any injury or damage caused by the elements or by other owners, occupants, or persons.

E. Common Properties. All property acquired by the Townhome Association, whether real, personal, or mixed, shall be held, utilized, and disposed of by the Townhome Association as common property for the use and benefit of owners of Townhome Lots. Except as otherwise specifically provided any expense of the Townhome Association or of the Developer for acquisition,

administration, maintenance, operation repair or replacement of the common properties shall be treated as and paid for as part of the Common Expenses of the Townhome Association.

F. Advance of Common Property by Developer. It is contemplated that the Developer will construct or provide the initial common property within the Subdivision. The Developer shall, within a reasonable time after the completion of construction thereon of any improvements, cause to be conveyed to the Townhome Association free from any encumbrances or liens the lands and appurtenances to become common property, if any. After conveyance of the common properties by the Developer to the Townhome Association, the Developer shall have no further responsibility therefore in any respect whatsoever and the costs of ownership, administration, use, maintenance, repair, taxes or other expenses incident to the common property after conveyance to the Townhome Association shall be the obligation of the Townhome Association and shall be paid from assessments as herein provided along with other expenses as may be authorized to be paid from such assessments.

I. Assessments. Each owner of a Townhome Lot by acceptance of a deed therefor whether or not it shall be so expressed in any such deed shall be deemed to covenant and agree to pay to the Townhome Association 1) annual assessments and 2) special assessments, such assessments to be fixed, established and collected by the Townhome Association from time to time as hereinafter provided by action of its Board, unless otherwise required by the Articles of Incorporation or the statutes of the State of Missouri. The annual and special assessments, together with interest thereon and cost of collection thereof as hereinafter provided, shall be a continuing charge and lien upon the Townhome Lots against which each such assessment is made and a personal obligation of the Townhome Lot owner(s). In order to establish the basis for the annual assessment the Board shall annually, not later than December 15th, establish a budget showing expenditures by the Townhome Association anticipated to occur during the upcoming calendar year and shall mail the budget so adopted to each Townhome Lot owner at its address in the Subdivision together with notice of the date, place and time in January thereafter at which the Board intends to take action to levy the annual assessment for the upcoming year. Failure of the Board to adopt its budget by December 15 shall not invalidate the budget or any assessment based thereon, but no assessment shall be valid unless it be levied after a budget for the calendar year has been adopted by the Board and notice as above provided be sent at least 15 days prior to the date that the annual assessment is levied.

(1) The annual assessments levied hereunder by the Townhome Association shall be used exclusively for the Common Expenses incurred from a prior calendar year for which funds are not

available, and for budgeted Common Expenses for the calendar year for which the assessment is levied relating to the exercise of any of the powers and duties of the Townhome Association set forth in this Declaration, with a contingency of no more than ten percent (10%) of the amount so budgeted.

(2) The Board may establish an initial maximum annual assessment and a period of time for which that maximum annual assessment may not be increased. If such a maximum annual assessment and time therefore shall be established it shall not be changed as to amount or for the time so established except by the unanimous consent of every Townhome Lot owner. Otherwise, the amount of the annual assessment shall be in the discretion of the Board as it finds to be reasonably necessary to carry out the duties, obligations, and rights thereof.

(3) In addition to the annual assessments, the Townhome Association may levy in any fiscal year special assessment(s) applicable for that year only for the purpose of paying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of any capital improvement upon the Common Elements as shall be specified in the assessment. In the event that the Board determines that it may be desirable to establish such a special assessment it shall, prior to establishing such assessment, give written notice to all of the owners of the Townhome Lots which may be given by mailing a copy of such proposed special assessment addressed to the occupant or owner of each of the street addresses within the Subdivision. Said notice shall set forth the time of the meeting of the Board in which the special assessment will be considered and the Board shall, prior to acting thereon, give reasonable opportunity for the owners of Townhome Lots to express their opinions relating to the proposed special assessments or to make inquiry concerning the need therefore at such meeting of the Board.

(4) The annual assessment shall be established in the month of January of each year for the calendar year then commencing at a meeting of the Board called for such purpose; provided, however, should the Board fail to make the assessments in the month of January it shall not prohibit the making of the annual assessment at some later date.

(5) The total of all assessments shall be determined by adding together the amount of any unpaid prior year expense for which no funds are available of the Townhome Association and the amount of the budget adopted by the Board of the Townhome Association for the then current calendar year including no more than a ten percent (10%) contingency of such budgeted amount, and subject to any maximum assessment

established under subparagraph 31(2) of this Declaration. The total assessment shall then be divided by the total number of Townhome Lots, the quotient of which shall be assessed against each such Townhome Lot.

(6) Annual assessments shall be due and payable if to be paid in a lump sum on or before the sixtieth (60th) day from the date of the making of the assessment. No written notice of assessment shall be required. In the event that the Board authorizes an assessment to be paid in installments, it shall come due at such times and in such amounts as determined by the Board.

(7) The Townhome Association shall furnish upon written request by an owner a certificate signed by an officer of the Townhome Association setting forth whether assessments on a specific Townhome Lot have been paid. For persons purchasing a Townhome Lot from the Developer, the annual assessment shall be pro-rated on the basis of the number of months yet remaining in the calendar year excluding the month in which the sale of the Townhome Lot was concluded. Special assessments shall be due and payable as provided in the special assessment and shall likewise be pro-rated for the initial purchaser of a Townhome Lot.

(8) If any assessment is not paid on the date when due or when any partial payment is due then the total of such assessment shall be delinquent and the Townhome Association shall have the right to declare the entire assessment immediately due and payable together with interest thereon at the rate as the Board may have established and for the costs of collection, including a reasonable attorney's fee. The Townhome Association will have a lien from January 1st each year against every Townhome Lot subject to assessment for the amount thereof for assessments made or to be made in that calendar year which lien shall continue until the assessments shall be fully paid including costs, if any, for collection, and may sue to foreclose the lien or may sue the owner of the Townhome Lot personally for the amount of the assessment and neither remedy shall be exclusive of the other.

(9) The lien of an assessment provided for herein shall be subordinate to the lien of a first mortgage or deed of trust now or hereafter placed upon any Townhome Lot subject to assessment; however, the ordinary sale or transfer of the Townhome Lot shall not affect the assessment lien. The sale of any Townhome Lot by foreclosure of any mortgage or deed of trust shall extinguish any existing assessment lien, but no such sale or transfer shall thereafter relieve the Townhome Lot

from liability for such assessment(s) made after the date of the sale or transfer.

(10) The following property shall be exempt from annual or special assessments under this Declaration:

- a. All properties dedicated to and accepted by any local authority or utility.
- b. Common properties.
- c. Utilities.
- d. Utility Easements or other similar easements.
- e. Townhome Lots owned by the Developer unless or until the Developer shall have constructed a house thereon and the same shall be occupied as a residence.
- f. Any reserved properties shown on the Subdivision plat of record.

G. Certain Rights of the City. If the City of Springfield, Missouri ("City") determines that the Townhome Association has failed to maintain the common areas and common elements of the Subdivision in reasonable order and condition in accordance with the plans approved by the City, the City may, after notice and hearing, maintain the same and assess the costs against the owners of the Townhome Lots under the procedure specified in §5-2307 of the City Zoning Code, or any successor code of similar effect. The City is further entitled, under a certain Indemnification and Hold Harmless Agreement entered into by and between the City and the Developer and recorded prior hereto, to be indemnified by the owners of the Townhome Lots against loss or damage arising out of the use or location of a gate in the area of the entrance easement. In the event of any claim under the indemnity agreement, the City shall be entitled to collect a proportionate share of such claim from each owner.

4. Use Restrictions. The following use restrictions shall apply to the Subdivision, and to each Townhome Lot therein:

A. No building shall be constructed upon any Townhome Lot except for a single family dwelling and no such dwelling shall be used or occupied except as a private residential dwelling for the owner of the Townhome Lot and members of the owner's family, owner's social guests, lessees, licensees, and

invitees, provided, however, leasing or renting of the Townhome Lot by the owner thereof without the consent of the Board shall not be permitted except for written leases having a term of six (6) months or greater, and no lease shall be valid or allowed if it not be in compliance with all other provisions of this Declaration.

B. Whenever dwelling units built on adjoining Townhome Lots shall share a common wall, the common wall shall constitute a party wall, and except as otherwise specially provided herein the general rules of law in the State of Missouri regarding party walls and the liability for property damage due to negligence, willful acts, or omissions shall apply to the party wall. Except as in paragraph 4C hereof otherwise provided the cost of reasonable repair and maintenance to the party wall shall be shared equally by the owners of the dwelling units sharing in the wall. Each owner of a dwelling unit sharing a party wall shall have the right to repair, maintain, install, or replace any utility service located in or upon the party wall and except for necessary periods neither owner of the dwelling units sharing the party wall shall cut, disconnect, or otherwise interfere with such utility service. Any owner of a dwelling unit sharing a party wall who shall cause the party wall to be exposed to the elements by the owner's negligent or willful act shall bear the entire cost of protecting the wall against the elements and for the repair or replacement thereof if made necessary because of such exposure to the elements.

C. All buildings constructed upon a Townhome Lot shall be setback from side, rear, and front yard lines as shown on the plat, except dwelling units which share a party wall shall not be required to maintain a side yard setback on the side of the party wall. In the event that a dwelling unit shall share on each side a party wall with two other dwelling units, then in that event no side yard setback shall be required for either side of such dwelling unit and only the front and rear yard requirements shall be maintained. In the event a party wall and one of the dwelling units sharing the party wall shall be damaged or destroyed and its owner determines the same shall not be rebuilt so as to share the previous party wall, and providing that the rebuilding plans therefore have been approved by the Developer, then the owner of such damaged or destroyed dwelling unit shall be required in the construction of the new dwelling unit to maintain the required side yard setback from the side lot lines notwithstanding that there still exists an original party wall standing on said lot line, and the owner of the rebuilt dwelling unit shall be required to forthwith reasonably replace or repair the original party wall unless the damage thereto was caused by the negligence or willful act of the owner of the adjoining Townhome Lot, in which case it shall be the owner of the adjoining Townhome Lot that shall be

required to replace or repair the original party wall. In the event that a party wall and both dwelling units sharing the wall are damaged or destroyed, then the party wall shall be restored or repaired at the cost equally shared of both owners sharing the party wall, notwithstanding that one of said owners shall determine not to make use of the party wall upon reconstruction, but should both owners decide not to make use of the initial party wall upon reconstruction then both shall share equally the cost of removing the same; unless the damage to the party wall was caused by the negligence or willful act of only one of the adjoining owners, in which case that owner shall be responsible for the restoration, repair, or removal as the case may be. It shall not be the responsibility of the Townhome Association to enforce the provisions of this paragraph but, nothing shall prevent the association from doing so. The covenants in this paragraph shall be enforceable by any immediately affected owner.

5. **Certain Covenants of Owners** By the acceptance and recording of a deed to a Townhome Lot, each owner covenants:

A. To pay when due all assessments levied by the Townhome Association.

B. To comply with all use restrictions and other provisions set forth in this Declaration, and with all rules and regulations implemented by the Townhome Association.

C. To obtain and maintain in force at all times reasonably adequate property insurance covering the dwelling constructed on such owner's Townhome Lot, and to provide the Townhome Association with evidence of such coverage at any time upon request

D. To pay promptly for all water billed to such owner supplied to the lawn area on and in the vicinity of the owner's Townhome Lot, and not to cause any restriction to the flow of water to the individual irrigation system.

6. **Duration**. These restrictions and covenants shall run with and bind the land for a term of thirty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years; unless otherwise revoked or amended as herein provided.

7. **Amendment**. These restrictions and covenants may be terminated, amended or modified by the Developer at any time that Developer retains ownership of at least four Townhome Lots. Any time after Developer owns less than four Townhome Lots, then these restrictions and covenants may be terminated, amended or modified

by a vote of the owners representing at least sixty percent of the Townhome Lots; provided, however, that any such termination, amendment or modification shall be in writing signed by said owners, acknowledged and duly recorded.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 19 day of November, 1997.

Attest:

Wanda Keltner
WANDA KELTNER, Secretary

KEITH KELTNER CORPORATION

By [Signature]
KEITH KELTNER, President

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 19 day of November, 1997, before me personally appeared KEITH KELTNER, to me personally known who being duly sworn did say that he is the President of KEITH KELTNER CORPORATION and that the said instrument was signed on behalf of the said corporation by authority of its Board of Directors and the said KEITH KELTNER acknowledged said instrument to be the free act and deed of said corporation.

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

Karen R. Cummins
Notary Public

My Commission Expires: 12-28-98

Approval By Master Association. By signing below, the Millwood Property Owners Association, Inc., acting by and through its duly authorized President, hereby approves of and consents to the foregoing Declaration.

MILLWOOD PROPERTY OWNERS
ASSOCIATION, INC.

By [Signature]
Dan Schumacher, President

Please return to:

Miller & Sanford, P.C.
P.O. Box 4288
Springfield, MO 65808-4288

Exhibit A

A parcel of land located in the southwest quarter of Section 27, Township 28 north, Range 21 West in Springfield, Greene County, Missouri, being more particularly bounded and described as follows:

Commencing at a 5/8" iron pin found LS 2334 being a point on the southerly right of way line of Millwood Drive and the Northwest corner of Millwood Phase IV, a Subdivision in Springfield, Greene County, Missouri per the recorded final plat thereof; thence South 83°33'48" East a distance of 752.79 feet for the point of beginning:

THENCE South 66°49'33" East a distance of 63.57 feet to the point of curvature of a non-tangent curve to the right having a radius of 285.00 feet, a central angle of 01°39'27" and a chord bearing of South 21°53'32" West;
 THENCE along said curve an arc distance of 8.24 feet;
 THENCE South 89°31'35" East a distance of 146.84 feet;
 THENCE South 14°08'17" East a distance of 267.04 feet;
 THENCE South 01°14'28" West a distance of 234.46 feet;
 THENCE South 00°00'00" West a distance of 194.89 feet;
 THENCE South 28°07'40" West a distance of 238.96 feet;
 THENCE South 44°57'40" West a distance of 59.02 feet;
 THENCE South 76°58'41" West a distance of 74.31 feet;
 THENCE North 89°54'36" West a distance of 63.76 feet;
 THENCE North 75°59'59" West a distance of 155.81 feet;
 THENCE North 09°07'37" West a distance of 122.25 feet;
 THENCE North 00°00'00" East a distance of 243.42 feet;
 THENCE North 62°40'12" East a distance of 225.49 feet;
 THENCE North 03°59'48" West a distance of 243.07 feet;
 THENCE North 06°08'26" West a distance of 83.76 feet;
 THENCE South 00°05'35" West a distance of 58.22 feet;
 THENCE North 00°36'07" East a distance of 39.54 feet;
 THENCE North 20°53'23" East a distance of 66.79 feet to the POINT OF BEGINNING, and containing 7.30 acres of land, more or less.

Meaning and intending to describe the property shown on a plat entitled "A Final Plat for St. Andrews Club at Millwood Townhomes" dated November __, 1997 and recorded in the office of the Recorder of Deeds for Greene County, Missouri

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 LINDA S. MONTGOMERY
 RECORDER OF DEEDS
 97 NOV 20 PM 3 11

STATE OF MISSOURI
 COUNTY OF GREENE
 RECORDER'S CERTIFICATION

047144

