

DECLARATION OF RESTRICTIONS,
COVENANTS AND CONDITIONS
OF
14 PARK PLACE

#1280

This Declaration of Restrictions, Covenants and Conditions for 14 PARK PLACE made, on the date hereinafter set forth, by Park Place, Inc., a Missouri Corporation.

WITNESSETH:

WHEREAS, on the 10th day of February, 1995, Developer was the owner of record of the following described real property consisting of eighty-five acres, more or less, hereinafter called "14 PARK PLACE" or the "Property":

See Attached Description

WHEREAS, the Developer owns 85 acres, more or less, tract of land located in Christian County, Missouri, the tract (the "property") consists of all of the land shown on the Subdivision Plat entitled "14 PARK PLACE", recorded amount the records of Christian County, Missouri, in Plat Book G at Page 494 (the "Plat"), and

WHEREAS, Developer desires to provide for the development of 14 PARK PLACE with open areas, recreational facilities, detached single-family homes, to provide for the maintenance, improvement and administration of the 14 PARK PLACE community and the preservation of the values and amenities of 14 PARK PLACE, and are for the purpose of distributing, among the lot owners, the cost of maintaining and operating the common areas located within the property and any improvements located on the common areas, and

WHEREAS, 14 PARK PLACE Property Owners Association, Inc. is being duly incorporated under the laws of the State of Missouri as a not-for-profit corporation for the general purposes of managing the 14 PARK PLACE Community properties and facilities; administering and enforcing the covenants and restrictions; and collection and disbursing the assessments as provided for in this "Declaration of Restrictions, Covenants and Conditions of 14 PARK PLACE.

NOW THEREFORE, Developer does hereby declare that 14 PARK PLACE Subdivision shall be subject to the restrictions, covenants and conditions, easements and charges, hereinafter set forth, which shall run with the land and be binding on all present and future owners, and shall inure to the benefit of each owner of the land included in 14 PARK PLACE.

ARTICLE I DEFINITIONS

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P. BRUCE HARRIS
RECORDER OF DEEDS
CHRISTIAN COUNTY
Filed this 10th day
of Feb. 1995
2:42 P.M.

Section 1. As used in this Declaration of Restrictions, Covenants and Conditions:

(a) "Association" shall mean and refer to 14 PARK PLACE PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

(b) "Common Area" shall mean all real property owned by the Association or designated as Community Area, open or drainage area on the 14 PARK PLACE final plat and intended for the common use and enjoyment of the Owners of the lots.

(c) "Developer" shall mean 14 PARK PLACE, INC., its successors and assigns and any entity designated by PARK PLACE, INC., as a Developer or successor.

(d) "Declaration" shall mean the 14 PARK PLACE Restrictions, Covenants and Conditions and all other provisions set forth in this entire Document, as the same may from time to time be amended or modified.

(e) "Property" or "Properties" shall mean and refer to the 85 acres set forth above, and referred to as 14 PARK PLACE and any additional real estate acquired by Developer and developed in conjunction with 14 PARK PLACE, upon filing an amendment with the Chrisitan County Recorder of Deeds which states the legal description of the additional real estate to be included in the property.

(f) "Owner (s)" shall mean the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple title to a lot in the property, as the lot is now or may time to time hereafter be created or established. If more than one person, or other entity or any combination thereof, holds the record title to any lot, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their ownership of the lot. The term "Owner" shall not mean any contract purchaser, nor shall it include any mortgagee, the holder of any Deed of Trust or other person or legal entity holding an interest in a lot as security for the performance of an obligation.

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

(h) "Lot" shall mean any parcel of real property designated as a Lot on any recorded Subdivision Plat within 14 PARK PLACE or any additions thereto, with the exception of the Common Area.

(i) "Subdivision Plat" shall mean a recorded plat covering any or all of the Property referred to in this Declaration.

(j) "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

(k) "Board" shall mean the Board of Directors of the Association.

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

(m) "14 PARK PLACE" shall mean the Property as set forth above.

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

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner, shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreations facility situated upon the Common Area; the right of Association to limit the number of guests of Members; the right of the Association to limit the Common Areas which may be used by guests of Members; the right of the Association to impose conditions under which Common Areas may be used by Members and/or their guests;

(b) The right of the Association to suspend any Owner's voting rights and the right to use the recreational facilities for any period during which any assessment against his Lot remains unpaid; and, for a period not to exceed ninety (90) days for any infraction of this Declaration, and Supplementary Declarations thereto, By-Laws of the Association or any Rules which may be imposed by the Association.

(c) The right of the Association to dedicate or

transfer all or any part of the Common Area to any governmental agency, authority, or public or private utility for such purposes.

(d) The right of the Association to promulgate and enforce the rules and regulations in connection with the Properties described herein or any additions thereto.

ARTICLE III PROPERTY SUBJECT TO THE 14 PARK PLACE RESTRICTIONS AND ADDITIONS THERETO

Section 1. General Declaration Creating PARK PLACE, INC., Developer will develop 14 PARK PLACE in phases, by subdivision into various Lots. Developer may supplement or modify this Declaration with such additional covenants, conditions and restrictions as may be appropriate. Developer's sale and conveyance of Lots is subject to this Declaration, as modified and amended. Developer hereby declares that all of the real property within 14 PARK PLACE, is and shall be held, conveyed, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time. This Declaration, as amended or modified, is in furtherance of a general plan for the subdivision, improvement and sale of said real property and is established for the purpose of enhancing the value, desirability, and attractiveness of said real property and every part thereof. All of this Declaration shall run with all of real property within 14 PARK PLACE for all purposes and shall be binding upon and inure to the benefit of Developer, the Association, and all Owners and their successors in interest.

Section 2. Additional lands may be subjected to this Declaration in the following manner:

(a) The Developer, its successors and assigns, shall have the right for seven (7) years from the date of this Declaration to bring within the operation and effect of this Declaration additional portions of the land more particularly described on Exhibit A attached as a part of this Declaration. The additions authorized under this Section 2(a) shall be made by recording among the records of Christian County, Missouri, a supplement to this Declaration, which need be executed only by the Developer and the owner of such additional land if the DEVELOPER is not the Owner thereof, which shall describe the additional land and state that it is subject to this Declaration. The additions authorized by this Section 2(a) shall not require the approval of the Association.

(b) Upon the written approval of the Association

after the Association has attained the assent of the holders of two-thirds (2/3) of the votes of each class of members present in person or by proxy at the meeting at which time the vote is taken, the owner of any land who desires to subject it to the operation and effect of this Declaration may do so by recording among the records of Greene County, Missouri a supplement to this Declaration describing the additional land and stating that it is subject to this Declaration. Any such supplement to this Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any of the additional land, provided they are not inconsistent with this Declaration. In no event, however, shall the supplement to this Declaration revoke, modify or add to the covenants, conditions and restrictions established by this Declaration insofar as they pertain to the Property as the same exists to the supplement.

ARTICLE IV 14 PARK PLACE PROPERTY OWNERS ASSOCIATION

Section 1. Organization.

(a) The Association. The Association is a nonprofit corporation organized and existing under the General Not-For-Profit Corporation Act of the State of Missouri, charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation, By-Laws, and this Declaration. Neither the Articles nor By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

(b) Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and the By-Laws.

Section 2. Powers and Duties of the Association. The Association shall have such rights, powers and duties as set forth in the Articles and By-Laws.

Section 3. Rules. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of the Declaration, adopt, amend, and repeal rules and regulations governing the use of any Common Area by any Owner, by the family of such Owner, or by any invitee, licensee or lessee of such Owner; provided, however, such Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or By-Laws.

A copy of such Rules as they may from time to time be adopted, amended or repealed, shall be made available to each Owner, at said Owner's request. Upon promulgation, said Rules shall have the same force and effect as if they were set forth in and were part of the Declaration.

Section 4. Personal Liability. No Member of the Board of Directors or any Committee of the Association, or any officers of the Association shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, or any other representative or employee of the Association, or the Architectural Committee, or any other Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

Section 5. Responsibility for Common Areas. The Association shall have the responsibility for maintaining the Common Areas and shall be responsible for the payment of any taxes and insurance on the Common Areas. The Association will not be dissolved without the consent of the City of Nixa.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner, either of a fee or undivided interest, of a Lot, which is subject to assessment by the Association, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

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

Section 3. Voting Rights. Every member of the Association other than the Developer shall be entitled to one (1) vote for each Lot owned and the Developer shall be entitled to ten (10) votes for each Lot owned.

Initially, the Association shall have two classes of voting memberships. 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 12:00 o'clock

midnight on the 31st day of December, 2005.

A vote as to any Lot is not divisible and when more than one person or entity owns a single 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 Association.

ARTICLE VI COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Developer, for each Lot owned within 14 PARK PLACE hereby covenants, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall, to the full extent permitted by law, be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest at the rate of 10% per annum accruing from their due date until the payment is made and costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property on the effective date of the assessment. The personal obligation for delinquent assessments shall not pass to his successors in title, but, nevertheless, the lien arising by reason of such assessment shall continue to be a charge and lien upon the land as above provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the general benefit, recreation, health, safety and welfare of the residents in 14 PARK PLACE. Such purposes shall include, but shall not be limited to, and the Association's rights and powers shall include (in addition to the rights and powers set forth in this Declaration and in the Association's Articles of Incorporation and By-Laws) provision for the improvement, construction, repair, maintenance, care, upkeep and management of the Common Areas and the improvements and facilities thereon; and further, shall include the payment of any taxes and assessments, if any, which may be assessed and levied upon any property owned by the Association, together with all other costs and expenses related to the management and maintenance of the Common Areas. Nothing contained herein shall limit the Association's rights and powers granted in this Article or granted elsewhere in this

Declaration and the Articles of Incorporation and By-Laws of the Association.

Section 3. Annual Assessment.

(a) The initial annual assessment shall be for 1995 and shall be Three Hundred and No/100ths Dollars (\$300.00) per member. The Developer shall not be considered a member for purposes of assessment, and shall pay no assessments.

(b) After 1995, the maximum Annual Assessment may be increased each year not more than 20% above the maximum assessments by a vote of the Board of Directors and unless the Annual Assessments shall be increased as aforesaid, they shall remain at the rate prevailing for the previous year. From and after January 1 of the year immediately following the date of this instrument, the maximum Annual Assessment may be increased above 20% in any year by a majority vote of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors of the Association may at any time within its discretion fix the Annual Assessment at an amount less than the amounts aforesaid.

(c) Notwithstanding the above, the Annual Assessment shall be discounted \$10.00 a month until the resident and landscaping are complete.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments in Section 3 above, the Association may levy, in any assessment year, a special assessment. The purpose of the special assessment shall be for capital improvement in the Common Area, or providing in whole or in part, for the cost of any reconstruction, repair or replacement of a capital improvement in the Common Area, including fixtures and personal property related thereto. The maximum special assessment shall be Five Hundred and No/100ths Dollars (\$500.00) per year, per member. Any special assessment shall require an affirmative vote of the majority of the members.

Section 5. Date of Commencement of Annual Assessments. The annual assessments for each Lot provided for herein shall commence on January 1, 1995 and thereafter shall commence on the date of the first conveyance of said Lot by the Developer to an Owner. The first annual assessment for each lot shall be prorated based on the date it is sold by the Developer. Written notice of the annual assessment shall be sent to every Owner.

Section 6. Effect of Nonpayment of Assessments;

Remedies of the Association. Each member shall be deemed to covenant and agree to pay to the Association the assessments provided for herein, and each agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner, agrees to pay reasonable attorneys' fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In the event of a default in payment of any such assessment when due, the assessment shall be deemed delinquent, and shall bear interest at the rate of eighteen percent (18%) per annum, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or, without any limitation by the foregoing, by either or both of the following procedures.

(a) Enforcement by Suit. The Board may cause a suit at law to be commenced and maintained in the name of the Association against any Owner to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of eighteen percent (18%) per annum from the date of delinquency, court costs, and reasonable attorneys' fees in such amount as the court may adjudge against the delinquent Owner.

(b) Enforcement by Lien. There is, to the full extent permitted by law, hereby created a claim of lien, with power of sale, on each and every Lot within 14 PARK PLACE to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots under these Restrictions, together with interest thereon at the rate of eighteen percent (18%) per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time within thirty (30) days after the occurrence of any default in the payment of any such assessment, the Association or any authorized representative, may, but shall not be required to make a written demand for payment to the defaulting Owner, on behalf of the Association. Said demand shall state the date and the amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim or lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or even without such a written demand being made, the Association may elect to file such a

claim or lien on behalf of the Association against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- (a) The name of the delinquent Owner;
- (b) The legal description or street address of the lot against which claim of lien is made;
- (c) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorneys' fees;
- (d) That the claim of lien is made by the Association pursuant to the 14 PARK PLACE Restrictions; and
- (e) That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon (1) recordation of a duly executed original or copy of such a claim or lien, and (2) mailing a copy thereof to said Owner, the lien claimed thereon shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such Assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any Lot, assessments on any Lot in favor of any municipal or other governmental assessing unit, and the liens which are hereinafter specifically described in Section 7. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a deed of trust, with a power of sale, as set forth by the laws of the State of Missouri, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of the Members. The Association may acquire, hold, lease, mortgage, and convey any such Lot. In the event such foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the Association to the extent permitted by law. Each Owner, by becoming an Owner in 14 PARK PLACE, hereby expressly waives any objection to the enforcement, and foreclosure of this lien in this manner.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage

foreclosure shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII ARCHITECTURAL CONTROL

Section 1. Review by Committee. No structure, residence, accessory building, tennis court, swimming pool, fence, mailbox, wall, lot drainage works, awning, exterior area lighting or other improvements shall be constructed or maintained upon any Lot, and no alteration to the exterior of a structure shall be undertaken, unless complete plans, specification and plot plans thereof showing the exterior design, height, building material and color scheme thereof, the location of the structure on the Lot plotted horizontally and vertically, the location of driveways and fencing, shall have been submitted to and approved in writing by the Architectural Committee and signed by Elaine Burchfield. A copy of such plans, specifications and plot plans as finally approved, shall be kept by the Architectural Committee. All fees and expenses incurred by the Architectural Committee, shall be paid by the applicant.

Section 2. Duties. The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the Properties conform and harmonize with the existing surroundings and structures.

Section 3. Procedures.

(a) The Architectural Committee shall approve or disapprove all plans and requests within thirty (30) days after receipt by the Committee of all necessary information. In the event, the Architectural Committee fails to take any action within thirty (30) days after a request and all necessary information has been submitted, approval shall be presumed and this Article shall be deemed to have been fully complied with.

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

(c) A majority vote of Architectural Committee shall be necessary for approval of any request.

Section 4. Member of Committee.

(a) The Architectural Committee shall consist of three (3) Members appointed by the Board of Directors of the Association. Members of the Committee are not required to be Owners.

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

ARTICLE VIII USE AND BUILDING RESTRICTIONS

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

Section 2. Single-Family Residential Use. All Lots shall be used, improved and devoted exclusively as a one-family dwelling and no gainful occupation, profession, trade, or other nonresidential use shall be conducted on any such Lot. Nothing herein shall be deemed to prevent the leasing of any such dwelling from time to time, by the Owner thereof, subject to all of the provisions of the Declaration.

Section 3. Animals. No animals, fowl, or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any property within 14 PARK PLACE, 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 doghouse, structure or pen or the care, housing or confinement of any animal shall be constructed or maintained. Upon the written request of the Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally recognized house pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein. Pets shall not be allowed loose or unsupervised on any part of the Properties and walking of pets shall be on a leash and allowed only on such portions of the Properties as the Board may prescribe by its Rules and Regulations.

Section 4. Antennas. No antenna or ~~other device~~ for the transmission or ~~reception of electronic signals~~ shall be erected, used or maintained outdoors on any Lot, which antenna or ~~other device shall be visible from the street adjoining the front of said Lot,~~ unless approved by the Architectural Committee. TV antennas shall be erected so as to be as

inconspicuous as possible and no such TV antenna shall extend more than six (6) feet above the ridge of the roof of the particular dwelling unit upon which the antenna is located; provided, however, the Architectural Committee shall have the authority to award variances with respect to the foregoing prohibition.

Section 5. 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 Architectural Committee. The exterior surface of a single family structure shall not be painted (other than painting with the same color of paint as previously existed) or changed in any manner without the prior written approval of the Architectural Committee.

Section 6. Temporary Occupancy. No trailer, incomplete building, tent, shack or garage and no temporary building or structure of any kind shall be used at any time for a residence on any property within 14 PARK PLACE. Temporary buildings or structures used during the construction of a dwelling on any such property shall be subject to the rules of the Board and shall be removed immediately after the completion of construction.

Section 7. Motor Vehicles and Trailers.

(a) No mobile or motor home, trailer of any kind, truck larger than 1/2 ton, camper, boat, or permanent tent or similar structure shall be parked, kept, maintained or repaired upon any property or street (public or private) within 14 PARK PLACE between the hours of 12 midnight and 5:00 a.m., in such a manner as will be visible from neighboring property; nor shall any motor vehicle of any kind be constructed, reconstructed or repaired on public or private property within 14 PARK PLACE, provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs, or temporary construction shelters or storage facilities approved by the architectural control committee and used exclusively in connection with the construction of any improvement.

(b) Any motor vehicle which is, in the sole discretion of the Board, unsightly or not in keeping with motor vehicles owned by 14 PARK PLACE residents, or is a service vehicle or pickup truck with a camper top or similar top shall be parked in the garage overnight, and shall not be parked in 14 PARK PLACE between the hours of 12 midnight and 5:00 a.m. in such a manner as will be visible from neighboring property.

Section 8. Motor Vehicles - Excessive Noise. If the Board determines that any motor vehicle is creating loud or annoying noises by virtue of its operation within 14 PARK PLACE, such determination shall be conclusive and final that the operation, upon notice by the Board to the Owner or operator thereof, shall be prohibited within 14 PARK PLACE.

Section 9. Landscaping and Lawns.

(a) Each yard shall be fully landscaped and will have a minimum of three trees.

(b) Completion. Each Owner shall complete the landscaping required by the Architectural Committee prior to occupying the premises, unless the Architectural Committee shall approve a delay based on weather conditions.

(c) By Owner. Each Owner of a Lot within 14 PARK PLACE shall keep all shrubs, trees, grass and plantings, including the area located between the boundary line of his property and the street on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. In the event that any Owner fails to maintain his lawn, landscaping or plantings as provided herein, the Association, or its agents, may enter upon said Lot and may do so, and the Owner shall reimburse the Association for its costs, upon demand. The Association may enforce collection of same in the same manner as if such costs were an assessment and shall have all powers and rights to so collect as set forth in Article VI, Section 6, above.

(d) By the Association. The Association, and its agents, shall have the right, at any time, to plant, replace, maintain, and cultivate shrubs, trees, grass and plantings on the Common Area, and on any easements of record over an Owner's Lot. The Association or its authorized agents shall not be liable for trespass, for so doing.

Section 10. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within 14 PARK PLACE, and no odors shall be permitted to arise therefrom so as to render any such Lot or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, 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.

Furthermore, no debris or trash shall accumulate

during the construction of a residence, owners shall clear building sites (including streets) of all debris, trash, mud, cement, etc., weekly. Owners shall rent a portable toilet and keep the facility on the lot until the residence is completed.

The Board in its sole discretion shall have the right to determine the existence of any such nuisance and for the purposes of this Declaration such determination shall be conclusive.

Section 11. Repair of Buildings. No building, structure or fence upon any Lot within 14 PARK PLACE shall be permitted to fall into disrepair, and each such building, structure or fence shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 12. Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within 14 PARK PLACE except in covered containers of a standard type approved by the Association. In the event the City of Nixa, discontinues trash service, the Association shall select a company for weekly trash disposal service for 14 PARK PLACE. All residents of 14 PARK PLACE shall be required to use this company and no other regular trash disposal service shall be permitted. In no event shall such containers be maintained so as to be visible from Neighboring Property except to make the same available for collection and then, only for the shortest time reasonable necessary to effect such collection. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot and no burning in the open will be permitted.

Section 13. Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot within 14 PARK PLACE unless they are erected, placed or maintained exclusively within an area not visible from Neighboring Property.

Section 14. Encroachments. No tree, shrub, or planting of any kind on any Lot within 14 PARK PLACE shall be allowed to overhang 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 Committee.

Section 15. Machinery and Equipment. No machinery or equipment of any kind shall be placed, parked, operated or

maintained upon or adjacent to any lot within 14 PARK PLACE except that:

1. An Owner (or guest, invitee, licensee, tenant, lessee, family member, agent or employ thereof) may use such machinery or equipment as is usual and customary in connection with the use and maintenance of that owner's lot, or improvements thereon.

2. A builder or contractor constructing improvements for owner may use such machinery or equipment as is usual and customary in connection with the construction of improvements on an owner's lot, provided that such machinery and equipment is actively being used by the builder or contractor and is stored or placed in an area approved by the architectural control committee and that no trucks of any kind or nature shall be kept, parked or placed upon any lot or street (public or private) within 14 PARK PLACE between the hours of 12:00 midnight and 5:00 a.m., unless permission to the contrary is temporarily granted by the Architectural Control Committee, and

3. The developers or the association may park, place, operate or maintain such machinery and equipment as may be required for the operation and maintenance of the common area.

Section 16: Restriction on Further Subdivision. No Lot within 14 PARK PLACE shall be further subdivided by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, without the prior written approval of the Developer. This provision shall not, in any way, limit Developer from subdividing any property owned by Developer. Such newly created parcel thereafter shall be considered as one Lot.

Section 17. Signs. No sign of any kind shall be displayed to the public view of any Lot except as follows and subject to the approval of the Architectural Committee:

(a) One sign of not more than five (5) square feet, advertising the property for sale;

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

(c) Signs of such shape, size and location as the Developer deems necessary for security control and to advertise 14 PARK PLACE;

(d) One Sign, not to exceed one (1) square foot in size, which may contain the name or names of the Owner or

Owners and/or the dwelling unit number;

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

Section 18. Dwelling Size. The Architectural Committee shall exercise its best judgment to see that all structures, as to size, conform to and harmonize with the existing surroundings and structures.

Section 19. Building Locations.

(a) No building shall be located nearer to any Lot line than the minimum set back line shown on the recorded plat of 14 PARK PLACE.

(b) The building location (horizontal and vertical) must be approved by the Architectural Committee.

Section 20. Fences.

(a) Fences are not encouraged, but properly constructed and installed fences may be approved for construction by the Architectural Committee upon submission of plans and specifications.

(b) Chain link fences are not permitted, except for the tennis courts in the Common Area.

(c) Privacy fences may not exceed forty-eight (48) inches in height. However, any lot which adjoins another subdivision, a water detention area, or the Highway 14 may, with the approval of the Architectural Committee, have a privacy fence which shall not exceed seventy-two (72) inches on the lot line between 14 PARK PLACE and the other subdivision, the detention area, or the Highway 14.

(d) No fences in 14 PARK PLACE shall extend nearer to the front wall of a house than fifty percent (50%) of the distance of the house on each side. Supporting structures on all fences shall be placed on the side of the fence facing the property of the owner building the fence. On corner lots the fence may extend from the house toward the street a maximum of five (5) feet.

(e) No fence or hedge shall be permitted between the front wall of the structure and the adjoining street or across the front yard.

(f) On Lots where the Architectural Control Committee has approved a swimming pool, and the Nixa City Ordinance, or

Christian County Ordinance requires a fence that exceeds 48 inches in height, the height required by the appropriate City or County Ordinance shall govern, and the height restriction in Article VIII, Section 20(c) shall not apply. Notwithstanding the change in height caused by the City or County Ordinance, the fence shall be subject to all other requirements and approvals herein.

Section 21. Sales and Construction Office. Notwithstanding anything herein, Developer and its agents may establish temporary sales and/or construction offices and model homes, in 14 PARK PLACE and may permit builders and realtors to establish the same. Any such office shall be removed upon the completion of the subdivision. Developer and its agents shall have the right to use the Common Area in conjunction with the sales and promotions of lots and houses in 14 PARK PLACE.

Section 22. Easements. Easements are reserved as shown upon the recorded plat of 14 PARK PLACE.

Section 23. Soil Removal. Soil may not be removed from the subdivision without the consent of the Developer.

Section 24. 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.

Section 25. Improvements. Upon the conveyance by the Developer of any lots in 14 PARK PLACE, or additions thereto, purchasers shall within one (1) year from the date thereof commence construction of improvements and completion of said improvements shall be within (1) year 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 sum equal to the original purchase price at the time of sale by said Developer.

Section 26. Basketball Goals. No basketball goals shall be attached to the front of any dwelling or garage nor erected in any front yard or on the side of any street which abuts any corner lot.

Section 27. Outside Lighting. Spotlights, floodlights, or similar type high intensity lighting shall be designed, located and constructed so as to eliminate or significantly reduce glare on adjoining residences, and the Architectural Committee may direct that they be redesigned or

eliminated if they determine that it is advisable. Other types of low intensity lighting which do not disturb the Owners or other occupants of the properties may be allowed.

Section 28. Mailboxes. All mail boxes shall be uniform. Each Owner shall construct a mailbox which shall be completed prior to occupying the residence. The mailbox shall be of the design, materials and specifications provided by the Architectural Committee.

Section 29. Roofs. All roofs shall have an exterior surface which shall be approved by the Architectural Committee, in its sole discretion.

Section 30. Completion. A structure shall be completed within a reasonable time after commencement of construction. In the event of fire, windstorm, or other damage, a structure shall be repaired, remodeled, rebuilt or completely removed within a reasonable time.

Section 31. Common Area. Although Builders are also Owners, the recreation facilities in the Common Area are not for Builder's use or their family's use, unless they live in 14 PARK PLACE.

Section 32. Remedies. In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, builder, contractor, sub-contractor, agent or employee thereof), shall violate, or permit to be violated, any of the provisions set forth in this Article, the Board shall cause to be delivered to said Owner a written Notice of Violation. Said Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated or remedied within a reasonable time from the mailing date of said Notice.

If after a reasonable time has elapsed from the date of said Notice, the violation has not been voluntarily terminated by the Owner, the Association shall have the authority to pursue and effect any and all procedures which may be calculated as reasonable necessary to remove and/or terminate the cause of said violation. This authority shall include, but shall not be limited to, the power to employ laborers to enter upon the premises of said Owner for the purpose of removing and/or terminating the cause of said violation. If, by virtue of the exercise of the authority granted herein, the Board shall incur expenses in connection with the process of removing and/or terminating said violation the Association may enforce collection of same in the same manner as if such costs were an assessment and shall have all powers and rights to so collect as set forth in Article VI,

Section 6, above.

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 ^{Board} after taking into consideration the facts and circumstances surrounding the particular violative situation, condition or occurrence.

ARTICLE IX CARE OF COMMON AREA

Section 1. Maintenance by Association. The Board of the Association may, at any time, as to any Common Area owned, leased or otherwise controlled by it, take the following actions without any approval of the Owners being required:

(a) Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area,

(b) Construct, reconstruct, repair, replace or refinish any road improvement or surface upon any portion of such area used as a road, street, walk, driveway or parking area.

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

(d) Place and maintain upon any such area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof.

(e) Do all such other and further acts which the Board deems necessary to preserve and protect the property and the beauty thereof, in accordance with the general purposes specified in this Declaration.

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

Section 2. Damage or Destruction of Common Area by Owners. In the event any Common Area wilfully or maliciously is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area, and the Association, at its option, shall so repair said damaged area. The cost for such repairs shall be

paid by said Owner, upon demand, to the Association and the Association may enforce collection of same in the same manner as if such costs were an assessment and shall have all powers and rights to so collect as set forth in Article VI, Section 6, above.

ARTICLE X GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration as modified and amended. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment.

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

(b) This Declaration may be amended in whole or in part at any time within seven (7) years from the date of recordation of same by an instrument in writing executed by Developer, its successors or assigns.

(c) This Declaration may be amended at the end of the above mentioned seven year period by an instrument in writing executed by the Association, with the approval of a majority of the votes of the Board of Directors.

(d) No amendment shall be effective until it is recorded in the deed records of Christian County, Missouri.

(e) No amendment shall be made to dissolve the Association without the consent of the city of Nixa.

Section 4. Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be Nuisance and may be enjoined or abated, whether or not the Relief sought is for

negative or affirmative action, by Developer, the Association, or any Owner or Owners of Lots within 14 PARK PLACE. However, any other provision to the contrary notwithstanding, only Developer, the Association, the Board of Directors, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of these Restrictions.

Section 5. Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within 14 PARK PLACE is hereby declared to be a violation of these Restrictions and subject to any or all of the enforcement procedures set forth in these Restrictions.

Section 6. Remedies Cumulative. Each remedy provided by these Restrictions is cumulative and not exclusive.

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

(a) If to the Association or the Architectural Committee, to the registered agent at his registered office; currently:

(b) If to an Owner or Builder, to the address of any Lot within 14 PARK PLACE, owned, in whole or in part, by him or to any other address last furnished by an Owner to the Association.

(c) If to Developer, to its registered agent at its registered office; currently:

Provided, however, that any such address may be changed at any time by the party concerned by furnishing a written notice of change of address to the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

Section 8. The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property, included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, to the covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereto. In

P. BRUCE HARRIS
RECORDER OF DEEDS
CHRISTIAN COUNTY

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS OF 14 PARK PLACE, A
SUBDIVISION IN CHRISTIAN COUNTY, MISSOURI

Filed this 13th day
of Aug 1996
03:16 P.M.

This Amendment to Declaration of Restrictions, Covenants and Conditions for 14 Park Place, a subdivision in Christian County, Missouri, made on the date hereinafter set forth by Fourteen Park Place Corp., a Missouri corporation.

WITNESSETH:

WHEREAS, as of the 29th day of February, 1996, Fourteen Park Place Corp., the developer of the following described real estate, was and is the owner of record of title to the following described real property consisting of 85 acres, more or less, hereinafter called "14 Park Place" or the "Property":

See description attached as EXHIBIT A.

and

WHEREAS, the developer, Fourteen Park Place Corp., has previously recorded its Declaration of Restrictions, Covenants and Conditions of 14 Park Place, the same being recorded in Book 301, Page 17219, Deed Records, Christian County, Missouri; and

WHEREAS, the said declarations and restrictions in Article X, Section 3, Paragraph (b), provide for amendment of the said restrictions, covenants and conditions; and

WHEREAS, the developer, Fourteen Park Place Corp., desires to amend the Declaration of Restrictions, Covenants and Conditions aforesaid.

NOW, THEREFORE, pursuant to the above mentioned authority for amendment, the developer, Fourteen Park Place Corp., does hereby declare the following amendment to the Declaration of Restrictions, Covenants and Conditions of 14 Park Place, hereinafter set forth, which shall run with the land and be binding upon all present and future owners, and shall inure to the benefit of each owner of the property known as 14 Park Place:

Article VIII, Section 19, regarding building locations is hereby amended by adding subparagraph (c) to Section 19 of the aforesaid Declaration of Restrictions, Covenants and Conditions of 14 Park Place, the said paragraph (c) being added as follows:

"ARTICLE VIII USE AND BUILDING RESTRICTIONS

Section 19. Building Locations.

(c) No building shall be located nearer to any side lot boundary line, than ten (10) feet, as a minimum side boundary set back line."

Article VIII shall also be amended by adding Section 33 as follows:

"Section 33. Foundations. All concrete foundation exteriors above ground to be covered by brick or stucco."

In all other respects, the Declaration of Restrictions, Covenants and Conditions of 14 Park Place, as recorded in Book 301, Page 17219, Deed Records, Christian County, Missouri, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned President of Fourteen Place Park Corp. has caused this instrument to be executed this 13th day of August, 1996.

FOURTEEN PARK PLACE CORP.

By W.L. Gehrs, Jr.
W.L. Gehrs, Jr., President

NO SEAL

ATTEST:

Elaine Burchfield
Elaine Burchfield, Secretary

P. BRUCE HARRIS
RECORDER OF DEEDS
CHRISTIAN COUNTY
Filed this 14th
of NOV, 1999
10:02AM

**SECOND AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS OF 14 PARK PLACE, A
SUBDIVISION IN CHRISTIAN COUNTY, MISSOURI**

This Amendment to Declaration of Restrictions, Covenants and Conditions for 14 Park Place, a subdivision in Christian County, Missouri, made on the date hereinafter set forth by Fourteen Park Place Corp., a Missouri corporation.

WITNESSETH:

WHEREAS, Fourteen Park Place Corp. is the developer of the real property consisting of 85 acres, more or less, hereinafter called "14 Park Place" or the "Property" and described at Exhibit A attached hereto and incorporated herein; and

WHEREAS, the developer, Fourteen Park Place Corp., has previously recorded its Declaration of Restrictions, Covenants and Conditions of 14 Park Place, the same being recorded in Book 301 at Page 7219, Deed Records, Christian County, Missouri, and an amendment thereto in Book 308 at Page 481 in said records; and

WHEREAS, the said declarations and restrictions in Article X, Section 3, Paragraph (b), provide for amendment by said developer of the said restrictions, covenants and conditions; and

WHEREAS, the developer, Fourteen Park Place Corp., desires to amend the Declaration of Restrictions, Covenants and Conditions aforesaid.

NOW, THEREFORE, pursuant to the above mentioned authority for amendment, the developer, Fourteen Park Place Corp., does hereby declare the following amendments to the Declaration of Restrictions, Covenants and Conditions of 14 Park Place, hereinafter set forth, which shall run with the land and be binding upon all present and future owners, and shall inure to the benefit of each owner of the property known as 14 Park Place:

Article V, Section 3, regarding membership voting rights is hereby amended to now read as follows:

"Section 3. Voting Rights. Every member of the Association other than the Developer shall be entitled to one (1) vote for each Lot owned and the Developer shall be entitled to ten (10) votes for each Lot owned.

Initially, the Association shall have two classes of voting memberships. 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 12:00 o'clock midnight on the 31st day of December, 2010.

A vote as to any Lot is not divisible and when more than one person or entity owns a single 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 Association.”

Article VI, Section 3 regarding annual assessments is hereby amended by deleting subparagraph (c) in its entirety.

Article VIII, Section 33 is hereby amended to now read as follows:

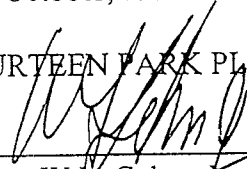
“Section 33. Foundations. All concrete foundation exteriors above ground to be covered by brick or stucco. No concrete brick shall be allowed, however.”

In all other respects, the Declaration of Restrictions, Covenants and Conditions of 14 Park Place, as recorded in Book 301 at Page 7219 and amended at Book 308 at page 482, Deed Records, Christian County, Missouri, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned President of Fourteen Park Place Corp. has caused this instrument to be executed this 28 day of October, 1999.

FOURTEEN PARK PLACE CORP.

By


W.L. Gehrs, Jr., President

ATTEST:


(Elaine Burchfield, Secretary)

STATE OF MISSOURI)
) ss.
COUNTY OF CHRISTIAN)

On this 28TH day of October, 1999, before me personally appeared W. L. Gehrs, Jr., to me personally known, who being duly sworn, did say that he is President of Fourteen Park Place Corp., that the seal affixed to this instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said W. L. Gehrs, Jr. 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, at my office in NIXA, MO. the day and year first above written.



Patricia Robertson
Notary Public

My Commission Expires:
Patricia Robertson Notary Public
Greene County State of Missouri
~~My Commission Expires June 30, 2001~~

STATE OF MISSOURI }
COUNTY OF CHRISTIAN } IN THE RECORDER'S OFFICE

I, P. BRUCE HARRIS, Recorder of said County, do hereby certify that the within instrument of writing was at 10 o'clock and 02 minutes Am, on the 9 day of NOV., 1999, duly filed for record in my office and duly recorded in the Records of this office in Book 326 at page 8318-8320

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Ozark, Missouri, this 9 day of NOV., a d., 1999
P. Bruce Harris Recorder
Deputy

REC. FEE: 35.00
PAGES: 5
CHRISTIAN COUNTY, MISSOURI, IN THE
RECORDERS OFFICE
ROY MEADOWS, RECORDER OF
SAID COUNTY, DO HEREBY CERTIFY THAT
THE WITHIN INSTRUMENT OF WRITING
WAS, ON 08-11-2003 AT 3:06 AM
DULY FILED FOR RECORD AND IS
RECORDED IN THE RECORDS OF THIS
OFFICE. IN BOOK 364 AT PAGE
9709 IN TESTIMONY WHEREOF, I HAVE
HEREUNTO SET MY HAND AND AFFIXED MY
OFFICIAL SEAL AT OZARK, MO., ON
THIS DATE: 08-11-2003
ROY MEADOWS, RECORDER
Manda Summers DEPUTY

**THIRD AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS OF 14 PARK PLACE, A SUBDIVISION
IN CHRISTIAN COUNTY, MISSOURI**

29 July 03

This Amendment to Declaration of covenants, restrictions, and conditions of 14 Park Place, a subdivision in Christian County, Missouri, made on the date hereinafter set forth by Gehrs Realty, LLC, the developer, and successor-in-interest to Fourteen Park Place Corp., a Missouri corporation.

WITNESSETH:

WHEREAS, Gehrs Realty, LLC is the successor to Fourteen Park Place Corp., a Missouri corporation, as the developer of the real property consisting of 85 acres, more or less, hereinafter called "14 Park Place", or the "property", and described in EXHIBIT A attached hereto and incorporated herein by this reference; and

WHEREAS, the prior developer, Fourteen Park Place Corp., has previously recorded its Declaration of Covenants, Restrictions, and Conditions of 14 Park Place, the same being recorded in Book 301, Page 7219, Deed Records, Christian County, Missouri, and an amendment thereto in Book 308, Page 482, in said records; and a further amendment thereto in Book 326, Page 8318, in said records; and

WHEREAS, the said declarations and restrictions in Article III, Section 1, provide that the developer may supplement or modify the said Declaration, and further in Article I, Section 1, paragraph (c), the term "developer" means Fourteen Park Place Corp., its successors and assigns; and Gehrs Realty, LLC is a successor to the said Fourteen Park Place Corp.; and

WHEREAS, the developer, Gehrs Realty, LLC, desires to supplement or modify the Declaration of Restrictions, Covenants, and Conditions aforesaid.

NOW THEREFORE, pursuant to the above authority to supplement or modify the said restrictions, the developer, Gehrs Realty, LLC, does hereby declare the following supplements and modifications to the Declaration of Restrictions, Covenants and Conditions of 14 Park Place as hereinafter set forth, which shall run with the land and be binding upon all present and future owners, and shall inure to the benefit of each owner of the property known as 14 Park Place:

1. ARTICLE III, SECTION 2(b), is modified by changing the reference therein to Christian County, Missouri, instead of Greene County, Missouri.

2. ARTICLE VII, SECTION 1, is supplemented and modified by deleting said Section in its entirety, and by supplementing and modifying the said Article by adopting in lieu thereof a new Article VII, Section 1, as follows:

"ARTICLE VII, SECTION 1. REVIEW BY COMMITTEE. No structure, residence, accessory building, tennis court, swimming pool, fence, mailbox, wall, lot drainage works, awning, exterior area lighting, or other improvements shall be constructed or maintained upon any lot, and no alteration to the exterior of a structure shall be undertaken, unless complete plans, specification and plot plans thereof, showing the exterior design, height, building material, and color scheme thereof, and the location of the structure on the lot plotted horizontally and vertically, and the location of driveways and fencing, shall have been submitted to and approved in writing by the architectural committee and the developer (as that term is defined in Article I, Section 1(c)). A copy of such plans, specifications, and plot plans as finally approved shall be kept by the architectural committee. All fees and expenses incurred by the architectural committee shall be paid by the applicant. The architectural committee shall not unreasonably withhold approval of any such plans."

3. ARTICLE VII, SECTION 3(a), is supplemented and modified by deleting the said section in its entirety, and adopting in lieu thereof a new Article VII, Section 3(a) as follows:

"ARTICLE VII, SECTION 3. PROCEDURES.

(a) The architectural committee and the developer shall approve or disapprove all plans and requests within fifteen (15) days after receipt by the committee of all necessary information. In the event the architectural committee fails to take any action within fifteen (15) after a request and all necessary information has been submitted, approval shall be presumed, and this Article shall be deemed to have been fully complied with."

4. ARTICLE VII, SECTION 3(c), is supplemented and modified by deleting said Section in its entirety, and adopting in lieu thereof a new ARTICLE VII, SECTION 3(c), as follows:

"ARTICLE VII, SECTION 3. PROCEDURES.

(c) A majority vote of the architectural committee, and the vote of the developer, shall be necessary for approval of any requests, except as noted above in SECTION 1, and in SECTION 3(a)."

5. ARTICLE VIII, SECTION 7(a), is supplemented and modified by deleting the reference to a truck larger than 1/2 ton, and replacing same by reference to a truck larger than 3/4 ton; but in all other respects, said Section 7(a) remains in full force and effect.

6. ARTICLE VIII, SECTION 19(b), is supplemented and modified by deleting the said section in its entirety, and adopting a new ARTICLE VIII, SECTION 19(b), as follows:

"ARTICLE VIII, SECTION 19(b). The building location (horizontal and vertical) must be approved by the architectural committee, and the developer, provided however, that the approval by the architectural committee shall not be unreasonably withheld."

7. ARTICLE X, GENERAL PROVISIONS, SECTION 3(b), is supplemented and modified by deleting the said section in its entirety, and adopting a new Section 3(b) as follows:

"ARTICLE X, SECTION 3(b). This Declaration may be amended in whole or in part at any time through and including December 31, 2010, by an instrument in writing executed by developer, its successors, and assigns."

8. ARTICLE X, GENERAL PROVISIONS, SECTION 3(c), is supplemented and modified by deleting the said section in its entirety, and adopting a new Section 3(c) as follows:

"ARTICLE X, GENERAL PROVISIONS, SECTION 3(c). This Declaration may be amended, after December 31, 2010, by an instrument in writing executed by the Association, with the approval of a majority of the votes of the Board of Directors."

In all other respects, the Declaration of Restrictions, Covenants and Conditions of 14 Park Place, as recorded in Book 301 at Page 7219, and amended in Book 308, at page 482, and in Book 326, at Page 8318, Deed Records, Christian County, Missouri, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Member/Manager of Gehrs Realty, LLC has caused this instrument to be executed this 21 day of July, 2003.

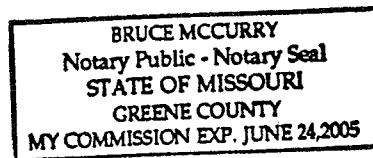
GEHRS REALTY, LLC
By W.L. Gehrs, Jr.
W.L. Gehrs, Jr., Member/Manager

STATE OF MISSOURI)
) ss.
COUNTY OF Greene)

On this 29 day of July, 2003, before me appeared W.L. Gehrs, Jr., to me personally known, who, being by me duly sworn, did say that he is the Member/Manager of Gehrs Realty, LLC, a Missouri Limited Liability Company, and that said instrument was signed in behalf of said Member/Manager by authority of Member.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield the day and year first above written.

Bruce M. Curry
Notary Public



ALL OF THE SOUTH ONE-HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) AND ALL OF THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) LYING NORTH OF MISSOURI STATE ROUTE 14, AS IT NOW EXISTS, ALL IN SECTION EIGHTEEN (18), TOWNSHIP TWENTY-SEVEN (27), RANGE TWENTY-ONE (21), CHRISTIAN COUNTY, MISSOURI, ALSO BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 1 DEGREE 19 MINUTES 41 SECONDS WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 18, A DISTANCE OF 1314.21 FEET TO THE NORTHWEST CORNER OF THE SOUTH ONE-HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 18, SAID POINT OF BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT; THENCE CONTINUING SOUTH 1 DEGREE 19 MINUTES 41 SECONDS WEST ALONG THE WEST LINE OF AFORESAID NORTHWEST QUARTER (NW 1/4), A DISTANCE OF 1355.8 FEET, TO THE NORTH RIGHT-OF-WAY LINE MISSOURI STATE ROUTE 14, AS IT NOW EXISTS; THENCE SOUTH 66 DEGREES 05 MINUTES 49 SECONDS EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 94.03 FEET, TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1472.7 FEET, AN ARC LENGTH OF 248.04 FEET, AND A CHORD WHICH BEARS SOUTH 61 DEGREES 16 MINUTES 19 SECONDS EAST A DISTANCE OF 247.75 FEET, TO A POINT OF TANGENCY, THENCE SOUTH 56 DEGREES 26 MINUTES 49 SECONDS EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1136.7 FEET, TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 1386.64 FEET (CENTERLINE RADIUS FROM STATE HIGHWAY PLANS IS 1432.7 FEET), AN ARC LENGTH OF 714.17 FEET, AND A CHORD WHICH BEARS SOUTH 71 DEGREES 12 MINUTES 06 SECONDS EAST A DISTANCE OF 706.3 FEET, TO THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) AND THE EAST LINE OF THE SOUTH ONE-HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 18; THENCE NORTH 1 DEGREE 00 MINUTES 21 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 2326.45 FEET, TO THE NORTHEAST CORNER OF AFORESAID SOUTH ONE-HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4); THENCE NORTH 88 DEGREES 44 MINUTES 27 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTH ONE-HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4), A DISTANCE OF 1929.03 FEET, TO THE POINT OF BEGINNING, SUBJECT TO ANY, PART TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES, ALSO SUBJECT TO ANY EASEMENTS OF RECORD EXCEPT THE FINAL PLAT OF "14" PARK PLACE PHASE I, A SUBDIVISION IN THE CITY OF NIXA, CHRISTIAN COUNTY, MISSOURI.

AND LOTS 1,2,4,5,6,18,19,20,21,22,23,24,29,31,32,33,34,35,36,48,49,50 AND 60 IN THE FINAL PLAT OF "14" PARK PLACE, PHASE I, A SUBDIVISION IN THE CITY OF NIXA, CHRISTIAN COUNTY, MISSOURI

AND LOTS 1,2,3,4, AND 5 OF THE REPLAT OF LOTS 7 THRU 15 INCLUSIVE IN THE FINAL PLAT OF "14" PARK PLACE, PHASE I, A SUBDIVISION IN THE CITY OF NIXA, CHRISTIAN COUNTY, MISSOURI

~~Recorded Plat~~



Image# 003894010005 Type: LAN
Recorded: 04/03/2008 at 11:21:57 AM
Total Amt: \$36.00 Page 1 of 5
Christian County Recorder
Roy Meadows Recorder of Deeds
File# 2008-00004967

BK 2008 PG 4910



MARCH 17th 2008

**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF 14 PARK PLACE,
A SUBDIVISION IN CHRISTIAN COUNTY, MISSOURI**

GRANTEE ADDRESS: P.O. BOX 2323
NIXA, MO 65714

THIS AMENDMENT to Declaration of Covenants, Restrictions, and Conditions of 14 Park Place, a subdivision in Christian County, Missouri, made on the date hereinafter set forth by a majority of the members of the Board of Directors of 14 Park Place Property Owner's Association, Inc., pursuant to Article X, Section 3(c).

WITNESSETH:

WHEREAS, on the 16th day of February, 2008, the Board of Directors of 14 Park Place Property Owner's Association, Inc., did, at a regularly scheduled meeting of said Board of Directors, supplement the Declaration of Covenants, Restrictions, and Conditions of 14 Park Place, and Amendments; and

WHEREAS, the original Declaration of Restrictions, Covenants and Conditions of 14 Park Place was executed on February 10, 1995, and recorded in the Christian County Recorder of Deeds Office on February 10, 1995, beginning at Book 0301 at Page 7219; and

WHEREAS, an Amendment to Declaration of Restrictions, Covenants and Conditions of 14 Park Place was executed on August 13, 1996, and recorded in the Christian County Recorder of Deeds Office on August 13, 1996, beginning at Book 0308 at Page 0481; and

WHEREAS, a Second Amendment to Declaration of Covenants and Restrictions of 14 Park Place was executed on October 28, 1999, and recorded in Christian County Recorder of Deeds Office on November 9, 1999, beginning at Book 0326 at Page 8318; and

WHEREAS, a Third Amendment to Declaration of Covenants and Restrictions of 14 Park Place was executed on July 29, 2003, and recorded in Christian County Recorder of Deeds Office on August 11, 2003, beginning at Book 0364 at Page 9709; and

Plat Book & Page
G-494 ; G-566 ; H-825 H-423

WHEREAS, said Third Amendment was executed by Gehrs Realty, LLC as Developer, but Developer's authority to amend the Declarations was for a seven-year period only, beginning on February 10, 1995, and expiring on February 10, 2002, and such Third Amendment was executed outside of the scope and validity of the Declarations.

NOW, THEREFORE, the Board of Directors of 14 Park Place does hereby declare that the Third Amendment to the Declaration of Covenants and Restrictions of 14 Park Place is null and void and of no effect.

Further, the Board does hereby declare the following supplements and modifications to said Restrictions and Covenants as hereinafter set forth, which shall run with the land and be binding upon all present and future owners and shall inure to the benefit of each owner of the property known as 14 Park Place:

1. ARTICLE III, SECTION 2(b), is modified by changing the reference therein to Christian County, Missouri, instead of Greene County, Missouri.
2. ARTICLE VIII, SECTION 3, is supplemented and modified by deleting the Section in its entirety, and adopting in lieu thereof a new Article VIII, Section 3 as follows:

"ARTICLE VIII, SECTION 3. ANIMALS. No animals, fowl, or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any property within 14 Park Place, 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, become a nuisance, or display vicious tendencies. No doghouse, structure or pen or the care, housing or confinement of any animal shall be constructed or maintained.

Upon written request of any Property Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally recognized house pet, making an unreasonable amount of noise, a nuisance, displaying vicious tendencies, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein. Pets shall not be allowed loose or unsupervised on any part of the properties and walking of pets shall be on a leash and allowed only on such portions of the properties as the Board may prescribe by its Rules and Regulations.

For purposes of administering this Section, the definition of "noise" shall mean frequent howling, barking, baying or yelping or any sound caused by the animal that disturbs the peace of the neighborhood. The definition of "nuisance" shall mean if an animal creates an offensive odor or contaminates the air. The definition of "vicious tendencies" shall mean any animal that has bitten or attacked any person and any dog or any animal that has attempted to attack although it is restrained by a leash, fence or other means and it is clear from the animal's excited actions that only the presence of the leash, fence or other means

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of restraint is preventing the animal from making an immediate attack. Further, any dog which shall attack and kill any other domesticated animal shall be considered to have "vicious tendencies".

3. ARTICLE VIII, SECTION 7(a), is supplemented and modified by deleting the reference to a truck larger than 1/2 ton, and replacing same by reference to a truck larger than 3/4 ton; but in all other respects, said Section 7(a) remains in full force and effect.

4. ARTICLE VIII, SECTION 32, is supplemented and modified by deleting the said Section in its entirety, and adopting in lieu thereof a new Article VIII, Section 32 as follows:

"ARTICLE VIII, SECTION 32. REMEDIES. In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, builder, contractor, sub-contractor, agent or employee thereof), shall violate, or permit to be violated, any of the provisions set forth in this Article, the Board shall cause to be delivered to said Owner a written Notice of Violation. Said Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated or remedied within a reasonable time from the mailing date of said Notice.

If after a reasonable time has elapsed from the date of said Notice, the violation has not been voluntarily terminated by the Owner, the Association shall have the authority to facilitate one or both of the following:

- a. Levy the following fines to the Owner of the Property for each occurrence:
 - 1. Violation of Section 3 (Animals – Animal that is determined to be loud or a nuisance) proof by date-stamped video - \$50
 - 2. Violation of Section 3 (Animals – Animal that is determined to be displaying vicious tendencies) proof by date-stamped video - \$250
 - 3. Violation of Section 3 (Animals – Animal that is off of leash) proof by date-stamped picture \$20
 - 4. Violation of Section 5 (Improvements and Alterations) proof by date-stamped picture \$100
 - 5. Violation of Section 7 (Motor Vehicles and Trailers) Proof by date-stamped picture \$30
 - 6. Violation of Section 10 (Nuisances) proof by date-stamped picture \$30

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7. Violation of Section 12 (Trash Containers and Collection)
proof by date-stamped picture \$20

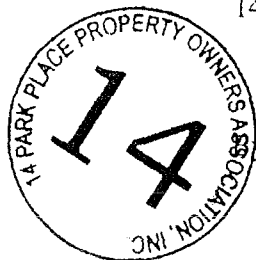
b. Pursue and effect any and all procedures which may be calculated
as reasonably necessary to remove and/or terminate the cause of
said violation. This authority shall include, but shall not be limited
to, the power to employ contractors to enter upon the premises of
said Owner for the purpose of removing and/or terminating the
cause of said violation.

If, by virtue of the exercise of the authority granted herein, the Board shall levy
fines and/or incur expenses in connection with the process of removing and/or
terminating said violation the Association may enforce collection in the same
manner as if such fines and/or costs were an assessment and shall have all powers
and rights to so collect as set forth in Article VI, Section 6, above.

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 after taking into consideration the facts
and circumstances surrounding the particular violation, condition or occurrence."

In all other respects, the Declaration of Covenants, Restrictions and Conditions of 14
Park Place, to the extent properly amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, as President of the Board of Directors of
14 Park Place Property Owner's Association, Inc., and pursuant to the authority of said Board of
Directors, has caused this instrument to be executed this 12 day of MARCH, 2008.



14 PARK PLACE PROPERTY OWNER'S
ASSOCIATION, INC.

Todd Ingersoll

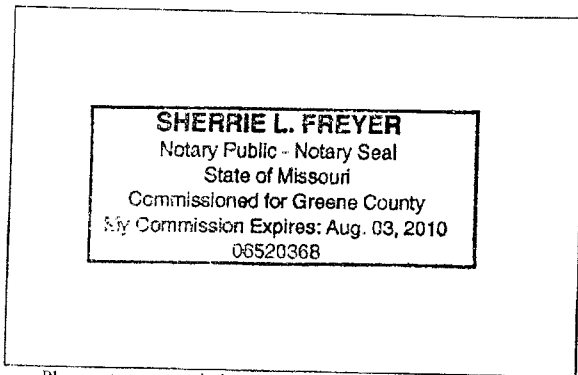
Name: TODD INGERSOLL
President

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STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On this 12 day of MARCH, 2008, before me personally appeared TODD INGERSOLL, to me personally known, who being duly sworn did say that he/she is President of 14 PARK PLACE PROPERTY OWNER'S ASSOCIATION, INC., that the seal affixed to the foregoing is the seal of the Company and was attested by TODD INGERSOLL, the President of the Company, and that the foregoing was signed and sealed on behalf of the Company by authority of its Board of Directors, and the said TODD INGERSOLL acknowledged the execution of the Agreement to be the free act and deed of the Company.

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



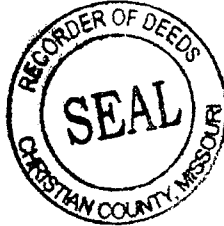
Place notary stamp in box above in black ink and press firmly.

Sherrie L. Freyer
Notary Public
SHERRIE L. FREYER
(Print Name)
My Commission Expires: Aug. 3, 2010



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Total Amt: \$42.00 Page 1 of 7
Christian County Recorder
Roy Meadows Recorder of Deeds
File# 2008-00009450

BK 2008 PG 9349



(SPACE ABOVE RESERVED FOR RECORDER OF DEEDS CERTIFICATION)

TITLE OF DOCUMENT: Fifth Amendment to the Covenants, Conditions, and Restrictions for 14 Park Place Property Owners Association, Inc.

DATE OF DOCUMENTS: June 18, 2008

GRANTOR(S): 14 Park Place Property Owners Association, Inc.

GRANTEE: 14 Park Place

MAILING ADDRESS: P.O. Box 2323 Nixa, MO 65714

LEGAL DESCRIPTION: Fourteen Park Place -- All Phases

Fourteen Park Place Phase 1
Fourteen Park Place Phase 1 Replat Lots (7-15)
Fourteen Park Place Phase 2
Fourteen Park Place Phase 3

REFERENCE BOOK AND PAGE: Book G Page 494 Book G Page 566
Book H Page 82 Book H Page 423

(IF THERE IS NOT SUFFICIENT SPACE ON THIS PAGE FOR THE INFORMATION REQUIRED, STATE THE PAGE REFERENCE WHERE IT IS CONTAINED WITHIN THE DOCUMENT)

**FIFTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF 14 PARK PLACE,
A SUBDIVISION IN CHRISTIAN COUNTY, MISSOURI**

THIS AMENDMENT to Declaration of Covenants, Restrictions, and Conditions of 14 Park Place, a subdivision in Christian County, Missouri, made on the date hereinafter set forth by a majority of the members of the Board of Directors of 14 Park Place Property Owner's Association, Inc., pursuant to Article X, Section 3(c).

WITNESSETH:

WHEREAS, on the 18th day of June, 2008, the Board of Directors of 14 Park Place Property Owner's Association, Inc., did, at a regularly scheduled meeting of said Board of Directors held pursuant to notice to members, supplement the Declaration of Covenants, Restrictions, and Conditions of 14 Park Place, and Amendments; and

WHEREAS, the original Declaration of Restrictions, Covenants and Conditions of 14 Park Place was executed on February 10, 1995, and recorded in the Christian County Recorder of Deeds Office on February 10, 1995, beginning at Book 0301 at Page 7219; and

WHEREAS, an Amendment to Declaration of Restrictions, Covenants and Conditions of 14 Park Place was executed on August 13, 1996, and recorded in the Christian County Recorder of Deeds Office on August 13, 1996, beginning at Book 0308 at Page 0481; and

WHEREAS, a Second Amendment to Declaration of Covenants and Restrictions of 14 Park Place was executed on October 28, 1999, and recorded in Christian County Recorder of Deeds Office on November 9, 1999, beginning at Book 0326 at Page 8318; and

WHEREAS, a Third Amendment to Declaration of Covenants and Restrictions of 14 Park Place was executed on July 29, 2003, and recorded in Christian County Recorder of Deeds Office on August 11, 2003, beginning at Book 0364 at Page 9709; and

WHEREAS, said Third Amendment was executed by Gehrs Realty, LLC as Developer, but Developer's authority to amend the Declarations was for a seven-year period only, beginning on February 10, 1995, and expiring on February 10, 2002, and such Third Amendment was executed outside of the scope and validity of the Declarations; and

WHEREAS, a Fourth Amendment to Declaration of Covenants and Restrictions of 14 Park Place was executed on March 12, 2008, and recorded in Christian County Recorder of Deeds Office on April 3, 2008, beginning at Book 1008 at Page 4910; and

NOW, THEREFORE,

The Board does hereby declare the following supplements and modifications to said Restrictions and Covenants as hereinafter set forth, which shall run with the land and be binding upon all present and future owners and shall inure to the benefit of each owner of the property known as 14 Park Place:

1. Article VIII, Section 3, is supplemented and modified by deleting the Section in its entirety, and adopting in lieu thereof a new Article VIII, Section 3 as follows:

No animals, fowl, or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any lot within 14 PARK PLACE, and then only if they are kept solely as domestic pets and not for commercial purposes.

All pets residing on any 14 Park Place lot must be licensed and vaccinated in accordance with the laws of the City of Nixa and Christian County. Current licensing and vaccination tags for animals must be securely attached to a collar worn by the animal at all times.

No animal shall be allowed to make an unreasonable amount of noise, become a nuisance, exhibit aggressive behavior, or engage in vicious behavior anywhere on the Properties.

No structure or pen for the care, housing, or confinement of any animal shall be constructed or installed on any lot, except for one reasonable structure to meet the humane needs of the type of animal for which it provides shelter, and which must be approved by the 14 PARK PLACE PROPERTY OWNERS ASSOCIATION, INC. ARCHITECTURAL COMMITTEE prior to its' construction or installation.

Animals shall not be allowed loose or unsupervised on any part of the Properties, except within the confines of their Owner's back yard, which shall be secured by a fence as described in Section 20 of this document. Owners having animals that escape by going over their fence may not use that as a justification for a taller fence. Instead, the pet must be humanely restrained in such a manner as to prevent it from going over the fence

Walking of pets shall be on a leash and allowed only on such portions of the Properties as the Association may prescribe by its Rules and Regulations.

For purposes of administering this Section:

1. "Unreasonable amount of noise" is defined as an extended period (longer than five (5) minutes, of howling, barking, baying, or yelping, or any sound caused by one or more animals of one or more Owners that disturbs the peace of the neighborhood.
2. "Nuisance" is defined as any animal that, in its' keeping creates offensive odor, or fouls the air, or causes damage to property, or repeatedly escapes the confines of the Owners lot and runs loose, or creates an unreasonable amount of noise, or frequently (more than twice per hour) disturbs the peace of the neighborhood for short periods that do not qualify as an unreasonable amount of noise but in the aggregate creates a nuisance to the neighborhood.
3. "Aggressive behavior" is defined as the behavior of any animal that attempts to attack although it is restrained by a leash, fence, or other means, and it is clear from the animal's excited actions that only the presence of the leash, fence or other means of restraint is preventing the animal from making an immediate attack.
4. "Vicious behavior" is defined as the action or actions committed by an animal that causes injury or death to any person or animal.
5. "Reasonable structure" is defined as a structure that meets the humane housing needs of the animal or animals that structure is created for, and meets the requirements as set forth by the 14 PARK PLACE PROPERTY OWNERS ASSOCIATION COVENANTS CONDITIONS AND RESTRICTIONS, and the 14 PARK PLACE PROPERTY OWNERS ASSOCIATION, INC. ARCHITECTURAL COMMITTEE. The ARCHITECTURAL COMMITTEE may, from time to time, modify their definition of a "Reasonable structure" for a particular type of animal to remain current with changes in what is acceptable for proper animal housing. Any modifications of the definition of "Reasonable structure" must always remain in agreement with the CCRs and shall not cause the removal of any previously approved structure but, within reason, may direct changes to that structure to meet the humane needs of the animal or animals that it shelters.

Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this Section, a particular animal is a generally recognized house pet, a nuisance, has exhibited aggressive behavior, has exhibited vicious behavior, and whether a doghouse or the number of animals on any such lot is reasonable. Any decision rendered by the Board shall be enforceable as are other restrictions contained herein.

2. Article VIII, Section 32, is supplemented and modified by deleting the said Section in its entirety, and adopting in lieu thereof a new Article VIII, Section 32 as follows:

In the event that an Owner or their guest, tenant, or family member, or a Developer or Builder or their Contractor, Sub-contractor, Agent, or employee thereof, shall violate any of the provisions set forth in this Article, the Board shall cause to be delivered to the Owner, Developer or Builder a written Notice of Violation. Said Notice of Violation shall set forth the nature of the violation and shall demand that the violation be voluntarily remedied within ten (10) days from the mailing date of said Notice.

In the case of a vicious animal attack, there shall be no grace period; within twenty four hours of the Association becoming aware of the attack, copies of the Notice of Violation, the demand letter for the removal of the Animal from 14 Park Place, and the letter assessing the first Fine shall be hand delivered to the Owner of the animal and also mailed by USPS to the mailing address of record of the animals' Owner.

The Owner of an animal or animals that have conducted a vicious attack shall not wait for a Notice of Violation from the Association but will immediately securely restrain said animal or animals and commence removal of said animal or animals from the Properties of 14 Park Place. Removal of a vicious animal or vicious animals from 14 Park Place must be completed within twenty four (24) hours of the occurrence of the vicious attack.

In all other cases, after ten (10) days from the date of said Notice of Violation and that violation has not been voluntarily remediated by the Owner, the Association shall execute one or both of the following:

- a. Determine disciplinary action including, but not limited to, restriction of privileges and/or fines.
- b. Pursue any and all available avenues which are deemed reasonably necessary to remove or terminate the cause of said violation. This authority shall include, but shall not be limited to, encouraging the City of Nixa to enforce their ordinances that are applicable to the Violation, and the employment of contractors to enter upon the premises of said Owner for the purpose of removing or terminating the cause of a violation.

If the Association levies fines or incurs expenses to cause the removal or termination of said Violation, the Association shall enforce collection in the same

manner as if such fines or costs are an assessment and has all powers and rights to so collect as set forth in Article VI, Section 6 of this document.

In all other respects, the Declaration of Covenants, Restrictions and Conditions of 14 Park Place, to the extent properly amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, as President of the Board of Directors of 14 Park Place Property Owner's Association, Inc., and pursuant to the authority of said Board of Directors, has caused this instrument to be executed this 18th day of June, 2008.



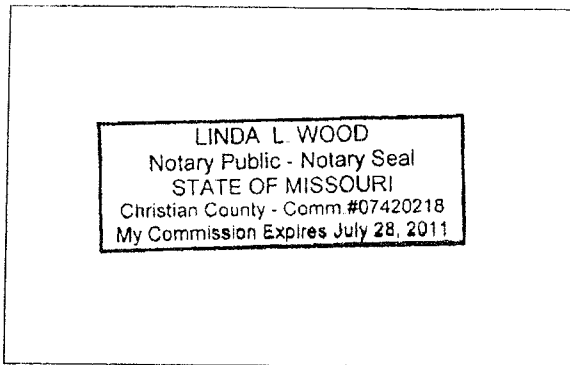
14 PARK PLACE PROPERTY OWNER'S
ASSOCIATION, INC.

By Jerry Ross
Jerry Ross, President

STATE OF MISSOURI)
) ss
COUNTY OF Christian

On this 19 day of June, 2008, before me personally appeared Jerry Ross, to me personally known, who being duly sworn did say that he is President of 14 PARK PLACE PROPERTY OWNER'S ASSOCIATION, INC., that the seal affixed to the foregoing is the seal of the Company and was attested by Jerry Ross, the President of the Company, and that the foregoing was signed and sealed on behalf of the Company by authority of its Board of Directors, and the said Jerry Ross acknowledged the execution of the Agreement to be the free act and deed of the Company.

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



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

Linda L. Wood
Notary Public
Linda L. Wood
(Print Name)
My Commission Expires: July 28, 2011

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Total Amt: \$54.00 Page 1 of 11
Christian County Recorder
KELLY HALL Recorder of Deeds
File# 2012-00003969
BK 2012 PG 3948



TITLE OF DOCUMENT: Sixth Amendment to the Declarations of Covenants,
Conditions and Restrictions for 14 Park Place, a subdivision in Christian County,
Missouri

DATE OF DOCUMENT: 3/29/2012

GRANTOR: 14 Park Place Property Owner's Association, Inc.

GRANTEE: 14 Park Place

MAILING ADDRESS: PO Box 2323
Nixa, MO 65714

LEGAL DESCRIPTION: Fourteen Park Place - All Phases

Fourteen Park Place Phase 1
Fourteen Park Place Phase 1 Replat Lots (7-15)
Fourteen Park Place Phase 2
Fourteen Park Place Phase 3
Fourteen Park Place Phase 4

REFERENCE BOOK AND PAGE: Book G Page 494
Book G Page 566
Book H Page 82
Book H Page 423
Book H Page 724

**SIXTH AMENDMENT TO THE
DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
14 PARK PLACE,
A SUBDIVISION IN CHRISTIAN COUNTY, MISSOURI**

THIS AMENDMENT to Declarations of Covenants, Restrictions, and Conditions of 14 Park Place, a subdivision in Christian County, Missouri, made on the date hereinafter set forth by a majority of the members of the Board of Directors of 14 Park Place Property Owner's Association, Inc., pursuant to Article X, Section 3(c).

WITNESSETH:

WHEREAS, on the 9th day of January, 2012, the Board of Directors of 14 Park Place Property Owner's Association, Inc., did at a regularly scheduled meeting of said Board of Directors held pursuant to notice to members, supplement the Declarations of Covenants, Restrictions, and Conditions of 14 Park Place, and Amendments; and

WHEREAS, the original Declaration of Restrictions, Covenants and Conditions of 14 Park Place was executed on February 10, 1995, and recorded in the Christian County Recorder of Deeds Office on February 10, 1995, beginning at Book 0301 at Page 7219; and

WHEREAS, an Amendment to the Declarations of Restrictions, Covenants and Conditions of 14 Park Place was executed on August 13, 1996, and recorded in the Christian County Recorder of Deeds Office on August 13, 1996, beginning at Book 0308 at Page 0481; and

WHEREAS, A Second Amendment to the Declarations of Restrictions, Covenants and Conditions of 14 Park Place was executed on October 28, 1999, and recorded in the Christian County Recorder of Deeds Office on November 9, 1999, beginning at Book 0326 at Page 8318; and

WHEREAS, said Third Amendment was executed by Gehrs Realty, LLC as Developer, but Developer's authority to amend the Declarations was for a seven-year period only, beginning on February 10, 1995, and expiring on February 10, 2002, and such Third amendment was executed outside of the scope and validity of the Declarations; and

WHEREAS, a Fourth Amendment to the Declarations of Restrictions, Covenants and Conditions of 14 Park Place was executed on March 12, 2008, and recorded in the Christian County Recorder of Deeds Office on April 3, 2008, beginning at Book 2008 at Page 4910; and

WHEREAS, a Fifth Amendment to the Declarations of Restrictions, Covenants and Conditions of 14 Park Place was executed on June 18th, 2008, and recorded in the Christian County Recorder of Deeds Office on June 19th, 2008, beginning at Book 2008 at Page 9349; and

NOW THEREFORE,

The Board does hereby declare the following supplements and modifications to said Restrictions and Covenants as hereinafter set forth, which shall run with the land and be binding upon all present and future owners and shall inure to the benefit of each owner of the property known as 14 Park Place:

1. AMENDMENTS ONE, TWO, AND THREE as referenced herein are deleted in their entirety
2. ARTICLE VI, SECTION 3 regarding annual assessments is hereby amended by deleting subparagraph (c) in its entirety.
3. ARTICLE VI, SECTION 5, is supplemented and modified by deleting the said section in its entirety, and adopting in lieu thereof a new Article VI, Section 5, as follows:

“ARTICLE VI, SECTION 5. Annual assessments are due upon issuance of a Certificate of Occupancy by the City of Nixa for each dwelling constructed within the subdivision. Assessments will continue on an annual basis thereafter. The first annual assessment for each home shall be prorated based on the issuance date of the Certificate of Occupancy. Written notice of the annual assessment shall be sent to every owner.”

4. ARTICLE VII, SECTION 1, is supplemented and modified by deleting the said section in its entirety, and adopting in lieu thereof a new Article VII, Section 1, as follows:

“ARTICLE VII, SECTION 1. REVIEW BY COMMITTEE. No structure, residence, accessory building, tennis court, swimming pool, fence, mailbox, wall, lot drainage works, awning, exterior area lighting, or other improvements shall be constructed or maintained upon any lot, and no alteration to the exterior of a structure shall be undertaken, unless complete plans, specification and plot plans thereof, showing the exterior design, height, building material, and color scheme thereof, and the location of the structure on the lot plotted horizontally and vertically, and the location of driveways and fencing, shall have been submitted to and approved in writing by the architectural committee. A copy of such plans, specifications, and plot plans as finally approved shall be kept by the architectural committee. All fees and expenses incurred by the architectural committee shall be paid by the applicant.”

5. ARTICLE VIII, SECTION 4, is supplemented and modified by deleting the said section in its entirety, and adopting in lieu thereof a new Article VIII, Section 4, as follows:

“ANTENNAS. No antenna for signal transmission shall be erected, used or maintained outdoors on any Lot. TV antennas and digital satellite dishes shall be erected so as to be as inconspicuous as possible and no such antenna shall extend more than (6) feet above the ridge of the roof of the particular dwelling unit upon which the antenna is located.”

6. ARTICLE VIII, SECTION 7(a), is supplemented and modified by deleting the reference to a truck larger than ½ ton, and replacing same by reference to a truck larger than ¾ ton; but in all other respects, said Section 7(a) remains in full force and effect.

7. ARTICLE VIII, SECTION 9(a), is supplemented and modified by deleting the said section in its entirety, and adopting in lieu thereof a new Article VIII, Section 9(a), as follows:

“ARTICLE VIII, SECTION 9(a). Each home must have a minimum of three trees with a minimum height of 5 feet. At least one of these trees must be located in the front yard. Sod shall be installed on all newly constructed homes in at least the front yard and halfway back on each side. The remainder of the yard must be seeded. Shrubs shall be planted around the home as approved by the Architectural committee and shall at a minimum cover the front foundation of the home“

8. ARTICLE VIII, SECTION 18, is supplemented and modified by deleting the said section in its entirety, and adopting in lieu thereof a new Article VIII, Section 18, as follows:

“ARTICLE VIII, SECTION 18. DWELLING SIZE . The minimum square footage of the heated living area of any dwelling is 1950 square feet with at least one level of any multi-level home having a minimum of 1650 square feet of heated living space.”
9. ARTICLE VIII, SECTION 19(b), is supplemented and modified by deleting the said section in its entirety, and adopting in lieu thereof a new Article VIII, Section 19(b), as follows:

“ARTICLE VIII, SECTION 19(b). The building foundation location (horizontal and vertical) must be approved by the architectural committee and shall be a minimum of 25 feet from the front property line and 10 feet from the side property line.”
10. ARTICLE VIII, SECTION 26, is supplemented and modified by deleting the said section in its entirety, and adopting in lieu thereof a new Article VIII, Section 26, as follows:

“ARTICLE VIII, SECTION 26. BASKETBALL GOALS. Basketball goals may be erected in the driveway of an owner’s home. They are not permitted to be located in the street or attached to any dwelling. Any goal either permanent or portable must be properly maintained. A goal found to be in need of repair will require remedy by the owner as described in Section 32. Permanently installed goals with an acrylic or tempered glass backboard are preferred over portable models.”
11. ARTICLE VIII, SECTION 28, is supplemented and modified by deleting the said section in its entirety, and adopting in lieu thereof a new Article VIII, Section 28, as follows:

“ARTICLE VIII, SECTION 28. MAILBOXES. All mail boxes shall be of masonry construction including stone, brick, or stucco only. They must be clearly marked with the residence number and maintained in good condition.”
12. ARTICLE VIII, SECTION 29, is supplemented and modified by deleting the said section in its entirety, and adopting in lieu thereof a new Article VIII, Section 29, as follows:

“ARTICLE VIII, SECTION 29. ROOFS. All roofs for structures in the development constructed on or after the date of this amendment shall have a roof pitch of 8:12 or greater and shall utilize asphalt composition shingles of an Architectural design. Any roofs replaced on or after the date of this amendment must be replaced with shingles of an Architectural design. The Architectural Committee shall have the authority to award variances with respect to this section upon formal application as outlined in Article VII.”
13. ARTICLE VIII shall also be amended by adding the following section on BUILDING DESIGN STANDARDS:

SECTION 34: BUILDING DESIGN STANDARDS

 - (a) All windows in the front of the dwelling must be a minimum of 5 feet in height
 - (b) Masonry veneers such as brick, stone, or stucco are highly recommended for all exterior surfaces of each dwelling. The rear or sides of a home may be vinyl or other approved materials. The use of wood that requires finishing should be minimized.
 - (c) Driveways and sidewalks must be made of concrete.
 - (d) Landscaping must conform to minimums set forth in Article VIII, Section 9.

(e) Complete covering of concrete foundation exterior is strongly encouraged through use of masonry veneers such as brick, stone, or stucco

(f) Construction hours are Monday thru Friday 7:30AM to 6:00PM and Saturday 8AM to 5:00PM. NO WORK PERMITTED ON SUNDAYS AND HOLIDAYS.

14. ARTICLE VIII shall be further amended by adding the following section on NEW CONSTRUCTION APPLICATION PROCEDURE

SECTION 35: NEW CONSTRUCTION APPLICATION PROCEDURE

Upon application to construct a dwelling within 14 Park Place, the applicant must submit plans for review by the Architectural committee as defined in Article VII Section 1. Each home submitted for approval must be accompanied by a deposit of one thousand dollars (\$1000). A fee of five hundred dollars (\$500) will be deducted from the deposit for plan review and a minimum of two CCR compliance reviews. Any additional fines incurred during the construction period shall be deducted from the remaining five hundred dollars (\$500). After a Nixa Certificate of Occupancy has been issued, and after any fees and/or fines have been deducted, a check for the balance of the one thousand dollar (\$1,000) deposit will be mailed to you. The CCR compliance reviews shall be completed by a qualified home builder or inspector. Each application must include the following completed forms entitled, "CHECK OFF LIST," "APPLICATION FOR APPROVAL FOR A SINGLE FAMILY DWELLING," "LOT OWNER AND CONTRACTOR INFORMATION SHEET."

Upon completion of construction, the inspector and homeowner must submit the form entitled "CONSTRUCTION DEPOSIT-REQUEST FOR REFUND."

FORMS ARE INCLUDED ON THE NEXT FOUR PAGES

CHECK OFF LIST

Following is a quick and easy "check off" list of the things you'll need when applying for a 14 Park Place POA building permit. Application will not be reviewed prior to this list being completed.

1. _____ All required building application forms are completed and signed by the lot owner.
2. _____ Copy of Nixa, MO Planning & Zoning Permit provided to the Association.
3. _____ A legible, scaled drawing of the home including front elevation, floor plan, setbacks, and location on the lot.
4. _____ A check for building fees in the amount of \$1,000.00 payable to 14 Park Place POA. A fee of \$500 will be deducted from the deposit for plan review and two CCR compliance reviews. Any additional fines incurred during the construction period shall be deducted from the remaining \$500. Upon completion of the "CONSTRUCTION DEPOSIT-REQUEST FOR REFUND" form and issuance of a Nixa Certificate of Occupancy, and after any fees and/or fines have been deducted, a check for the balance from the \$1,000.00 deposit will be mailed to you.
5. _____ Signed "LOT OWNER/CONTRACTOR INFORMATION SHEET".
6. _____ Trees over 3 inches in diameter that are to be removed are clearly marked for Architectural Committee approval
7. _____ I have read, understand, and agree to the terms and conditions of the Building Application package, the Covenants, Conditions and By-Laws, Rules & Regulations, Penalties and Fines, and the Rules specified on the LOT OWNER & CONTRACTOR INFORMATION SHEET.

Lot owner signature: _____ Date: _____

Approval signature: _____ Date: _____

{To be approved only by the POA Architectural Committee Chair}

APPLICATION FOR APPROVAL FOR A SINGLE FAMILY DWELLING

LOT #: _____ SITE ADDRESS: _____

PROPERTY OWNER(S): _____

CURRENT MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOME #: _____ CELL #: _____

BUSINESS #: _____

EMAIL ADDRESS: _____

SETBACKS: FRONT: _____ BACK: _____ LEFT: _____ RIGHT: _____

TYPE OF HOME:

SINGL LEVEL ___ MULTI-LEVEL ___

SQUARE FOOTAGE OF THE LIVING AREA, EXCLUDING GARAGE, DECKS, & PORCHES: _____

BASEMENT: YES ___ NO ___ NOTE: All homes with basements must have outside access via a door or approved escape window.

GARAGE: ATTACHED ___ DETACHED ___

GARAGE SQUARE FOOTAGE: _____

NUMBER OF DECKS: _____ SIZES: _____, _____, _____

TYPE OF EXTERIOR:

BRICKS _____, STONE _____, STUCCO _____, OTHER _____

NOTE: IT IS STRONGLY SUGGESTED THAT ANY EXPOSED FOUNDATION BE COVERED BY BRICK, STUCCO, OR STONE.

ROOFING MATERIAL: _____ COLOR: _____

LOT OWNER & CONTRACTOR INFORMATION SHEET

CONTRACTOR: _____

LICENSE # (REQUIRED): _____

ADDRESS/CITY/STATE/ZIP: _____

PHONE #: _____ EMAIL: _____

PLEASE MAKE SURE YOUR CONTRACTOR HAS A COPY OF THE FOLLOWING RULES. DURING THE BUILDING PROCESS, YOU ARE ACCOUNTABLE FOR THE MISCONDUCT OF THE CONTRACTORS WORKING ON YOUR HOME.

- 1) Any construction sign must be removed from property when the Certificate of Occupancy is issued.
- 2) Speed limit is 25 mph.
- 3) Dumpster must be on site prior to the first delivery of building material and remain on site during construction. When any dumpster reaches its' allowable capacity, it must be removed and replaced promptly. The Architectural Committee must be contacted before dumpster is removed permanently from the site.
- 4) Portable toilet must be on site when excavation begins. Portable toilet may be removed after plumbing is functional, upon Owners agreement.
- 5) Construction hours are Monday thru Friday 7:30AM to 6:00PM and Saturday 8AM to 5:00PM. NO WORK PERMITTED ON SUNDAYS AND HOLIDAYS.
- 6) Do not place excavated dirt, materials, tree stumps or brush on adjacent property or any other properties or common grounds within 14 Park Place without written consent from 14 Park Place POA.
- 7) Any material tracked onto the street from the job site must be removed daily.
- 8) Follow approved survey and constructions plans. DO NOT CHANGE ANYTHING WITHOUT Architectural Committee AND CITY APPROVAL.
- 9) Concrete wash-out is not to be placed anywhere inside 14 Park Place other than on the lot the load was delivered to. It is the responsibility of the Contractor to clean up the wash-out.
- 10) Deck plans, if applicable, should be included as part of the original permit.
- 11) No fencing of any type is permitted on a lot, unless approved by the 14 Park Place Architectural Committee.
- 12) All construction is to be in accordance with International Residential Code 2000, International Mechanical Code 2000, National Electrical Code (NEC) 2002, State Plumbing Code 2004, Nixa, MO Building Codes, 2003 International Energy Code, 14 Park Place Covenants, By-Laws and Rules & Regulations, and the Board's administrative policies as adopted from time to time.
- 13) All construction shall be subject to a minimum of two (2) reviews during construction. These reviews are solely to evaluate compliance with 14 Park Place CC&Rs and are not for code compliance. The review will be conducted by a qualified individual contracted by the POA. The following reviews will be conducted(see enclosed Inspection Sheet):
 - a. Footing Review (Are you building the home that was approved?)
 - b. Final Compliance Review (with homeowner and contractor)
- 14) Temporary structures, including modular homes/offices of any form are prohibited.
- 15) Fines may be assessed for violation of these guidelines upon failure to correct the problem after written notification at the discretion of the association Board.

I, the lot owner, have read and agree to the complete contents of the Building Application/information sheets, the Covenants, By-Laws and Rules & Regulations.

LOT OWNER: _____ DATE: _____

CONSTRUCTION DEPOSIT -REQUEST FOR REFUND

DATE: _____

NAME: _____ LOT #: _____

ADDRESS: _____

HOMEOWNER SIGNATURE X _____

I, THE UNDERSIGNED 14 PARK PLACE INSPECTOR, CERTIFY THAT I HAVE INSPECTED THE ABOVE PROPERTY AND FOUND THE FOLLOWING CONDITIONS:

| | YES NO |
|--|-----------|
| 1. EXCESS AND SCRAP BUILDING MATERIALS HAVE BEEN REMOVED | ___ ___ |
| 2. MISCELLANEOUS DEBRIS, INCLUDING TREE LIMBS & STUMPS HAVE BEEN REMOVED FROM THE PROPERTY AND ADJOINING PROPERTIES. | ___ ___ |
| 3. ALL DAMAGE TO ADJOINING PROPERTIES HAS BEEN REPAIRED. | ___ ___ |
| 4. GALVANIZED CULVERT IS PROPERLY INSTALLED. | ___ ___ |
| 5. DRAINAGE PROBLEMS BETWEEN LOTS ARE RESOLVED VIA SWALE LINES AS REQUIRED. | ___ ___ |
| 6. FINAL AND FINISHED GRADING HAS BEEN COMPLETED. | ___ ___ |
| 7. LANDSCAPING HAS BEEN COMPLETED PER ARTICLE VIII SECTION 9 | ___ ___ |
| 8. EXTERIOR HAS BEEN COMPLETED. | ___ ___ |
| 9. DRIVEWAY HAS BEEN COMPLETED FOR NORMAL USE. | ___ ___ |
| 10. PERMANENT ADDRESS NUMBERS ARE LEGIBLY POSTED. | ___ ___ |
| 11. ROAD AND SHOULDER AREAS ARE CLEAR OF MUD, ROCK, CONCRETE WASH-OUT AND OTHER DEBRIS. | ___ ___ |
| 12. NATURAL DRAINAGE HAS BEEN RESTORED AND SEEDED OR SODDED WITH GRASS. | ___ ___ |
| 13. MAILBOX HAS BEEN COMPLETED TO 14 PARK PLACE SPECIFICATIONS. | ___ ___ |

BY:

INSPECTOR: _____

DATE: _____

15. ARTICLE X, SECTION 3(c), is supplemented and modified by deleting the said section in its entirety, and adopting in lieu thereof a new Article X, Section 3(c), as follows:

“ARTICLE X, SECTION 3(c), This Declaration may be amended by an instrument in writing executed by the Association, with the approval of a majority of the votes of the Board of Directors, and a 2/3 majority vote by a quorum of members of the Association. A quorum shall mean the presence either in person or by an instrument in writing of one-fourth(1/4) of the members of the association in good standing. Members in “good-standing” include only owners who have paid their assessments in full and are not currently subject to remedy by the Association by an instrument in writing for violation of the provisions of this Declaration, an supplementary Declarations thereto, By-Laws of the Association or any Rules which may be imposed by the Association.”

In all other respects, the Declaration of Covenants, Restrictions and Conditions of 14 Park Place, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, as President of the Board of Directors of 14 Park Place Property Owner’s Association, inc., and pursuant to the authority of said Board of Directors, has caused this instrument to be executed this 29th day of March, 2012.



14 PARK PLACE PROPERTY OWNER’S ASSOCIATION, INC.

By Jamie L. Ball
Jamie Ball, President

STATE OF MISSOURI)
) SS
CHRISTIAN COUNTY

On this 29th day of March, 2012, before me personally appeared Jamie Ball, to me personally known who being duly sworn did say that she is President of 14 PARK PLACE PROPERTY OWNER'S ASSOCIATION, INC. that the seal affixed to the foregoing is the seal of the Company and was attested by Jamie Ball, the President of the Company, and that the foregoing was signed and sealed on behalf of the company by the authority of it's Board of Directors, and the said Jamie Ball acknowledged the execution of the Agreement to the free act and deed of the Company.

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

Linda L Wood
Notary Public

Linda L Wood
Print Name

My Commission Expires July 28, 2015

