

**DECLARATION OF RESTRICTIONS, EASEMENTS, COVENANTS
AND CONDITIONS OF ASHLEY PARK**

THIS DECLARATION, made this 15th day of February, 1995, by Carol Nachbar, ("Declarant").

WHEREAS, Declarant is the owner of the property situated in Greene County, Missouri, more particularly described as follows:

Lots One through Twenty-three, Ashley Park, a subdivision in Greene County, Missouri, according to the recorded plat thereof.

(the "Properties");

WHEREAS, Declarant is now developing the described land and desires to recreate and maintain a residential neighborhood possessing features of more than ordinary value in the community.

NOW, THEREFORE, in consideration of the premises, Declarant for herself and her successors and assigns, and for her future grantees, hereby declares that all of the above-described property shall be, and hereby is, subject to this Declaration as hereinafter set forth shall run with the land and bind Declarant and all future owners of the property.

ARTICLE I

DEFINITIONS

The following words or phrases when used in this Declaration or any amendments to this Declaration shall have the following meaning:

1.1 "Association" shall mean and refer to the Ashley Park Home Owners' Association, its successors and assigns.

1.2 "Board of Managers" shall mean the duly elected Board of the Association and in the absence of such Association, the term Board of Managers shall mean the Declarant.

1.3 "Common Properties" shall mean all property, including the improvements thereof, owned by the Association for the Common use and enjoyment of the Owners.

1.4 "By-Laws" shall mean and refer to certain the By-Laws of Ashley Park Home Owners' Association and all amendments thereto.

1.5 "Improved property" shall mean a single tract under single ownership and use, on which tract a residence has been erected or is in the process of erection, or in which any other building not in violation of the restrictions then or record thereon is erected or in the process of erection. Any such tract may consist of one (1) or more contiguous Lots or part or parts thereof. Any other land covered by this Declaration shall be

deemed to be vacant and unimproved.

1.6 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Properties.

1.7 "Member" shall be an Owner who is a member of the Association.

1.8 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.9 "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.10 "Unit" shall mean a single family dwelling placed upon any Lot in the Properties.

ARTICLE II

PERSONS BOUND BY THESE RESTRICTIONS

All persons and corporations who now or shall hereafter acquire any interest in the above enumerated Lots hereby restricted shall hold and covenant with the Owners of said Lots, and with such Owners' successors and assigns. to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of thirty (30) years from recordation hereof, provided, however, that each of said restrictions shall be renewable and amendable in the manner hereinafter set forth. Additionally, each and every person, persons, or legal entities who now or shall hereafter acquire any interest in the above enumerated lots which are subject to this Declaration shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of all or a portion of any lot, tract, or parcel of land in the Properties.

ARTICLE III

LAND USE AND BUILDING TYPE

No Lot shall be used for anything other than single family residential purposes, except that the Declarant may use one or more residential dwellings for its sales office or model home until such time as she or her assigns shall have completed the construction and sale of homes on the Properties.

ARTICLE IV

ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted to and approved in writing as to harmony, external design, location in relation to surrounding structures, finished grade elevations, and topography by the Board of Managers, or by an Architectural and Environmental Control Committee composed of three (3) or more representatives appointed by the Board.

ARTICLE V

QUALITY, SIZE, AND LOCATION

5.1 Quality. No dwelling shall be permitted on any Lot which is of a quality substantially less than the model homes, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded. Each Unit shall have attached no less than a two (2) stall garage. Roofs with a pitch of three (3) inches or more per foot shall be covered with a dimensional shake, wood shakes, slate or tile. All exterior side material must be brick or stucco with finished colors as originally finished at time of initial construction unless otherwise approved by the Board of Directors. All exterior basement foundations and walls which are exposed in excess of twelve (12) inches above the final grade shall be painted the same color as the house or covered with siding material compatible with the structure.

5.2 Size. No residence shall be constructed upon any Lot unless it contains a finished ground floor area of not less than One thousand Two Hundred (1,200) square feet. All floor areas shall be determined exclusive of any porches, garages, attics, walkouts, and basement areas, whether finished or unfinished.

5.3 Building Location.

(a) No building shall be located on any Lot nearer the front Lot line or nearer to the side street line than the minimum building set-back lines, if any, as provided in the recorded plats and final development plan as approved by the City of Springfield, Missouri, or as provided by the ordinances of the City of Springfield, Missouri as the same may be amended from time to time. In case of a

conflict, the ordinances of the City of Springfield, Missouri, shall govern.

(b) Notwithstanding the foregoing, the Declarant shall have and does hereby reserve the right in the sale and conveyance of any Lot to change any building lines shown thereon. On any subsequent resale of such Lot, the Declarant may make such change in building lines with the consent of the Owner. No change may be made at any time that will permit the erection or maintenance of any residence of any lot, exclusive of those projections hereinafter set forth, in violation of the ordinances of the City of Springfield, Missouri.

(c) Reference is made herein to building lines for the purpose of determining the location of residence with reference to the adjoining street or streets, and in case of the relocation of any said streets, changes may be made by the Declarant in any of the said building lines. Such building lines shall in no case be established nearer to the new location of any said streets than are the building lines shown on the said plat with reference to the present location of said streets. Further, Declarant shall have and does hereby reserve the same privilege of changing the location of any such new building lines so established as it has in the case of those shown on said plat. The widening of any street shall not, for the purpose of these restrictions be deemed to be a relocation of said street.

(d) Those parts of the residence that may project to the front and be nearer to the street or streets than building lines on said plat, and the distance that each may project are as follows:

(i) bay, bow or oriel, dormer or other projecting windows not exceeding one story in height may project beyond the building lines not to exceed three (3) feet;

(ii) cornices, spoutings, chimneys, brackets, pilasters, grillwork, trellises, wing walls and other

similar projections, and any projections for purely ornamental purposes, may project beyond the building lines not to exceed four (4) feet;

(iii) any vestibule not more than one story in height may project beyond the building lines not to exceed four (4) feet;

provided, however, in no event shall projections exceed limitations as set forth by the City of Springfield, Missouri or such other authority having jurisdiction.

ARTICLE VI

EASEMENTS

6.1 Easements for Public Utilities, Drainage, and Maintenance. The Declarant shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and stormsewers, gas and water mains and lines, electric and telephone lines and other utilities, and to give or grant rights-of-way or easements therefor, over, under, upon and through all easements and rights-of-way shown on the recorded plat of the district of any common area. All utility easements and rights-of-way shall inure to the benefit of all utility companies, for purposes of installing, maintaining, or moving any utility lines or services and shall inure to the benefit of all Owners in the district and the Association as a cross easement for utility line or service maintenance. No water from any roof, downspout, basement, or garage drain or surface drainage shall be placed in or connected to any sanitary sewer line; nor shall any other connection of any kind be made to a sewer line without the prior written approval of the Declarant.

6.2 Blanket Private Maintenance Easement. There is hereby created a blanket easement upon, across, over and under all the Lots for the purpose of providing private maintenance as set forth in Article IV of the By-Laws and for any other purposes necessary for the implementation of any of the powers, rights or restrictions, the Articles of Incorporation, or By-Laws of the Association.

ARTICLE VII

YARD MAINTENANCE

The Association shall be responsible for watering, mowing, and maintaining the grass, trees, and other plants around each Unit.

Any grass, trees, or other plants which are inaccessible to the common water sprinkler system shall be maintained by the Owner of each Unit. In the event an Owner of any Unit in the Properties shall fail to maintain and water such inaccessible grass, trees and other plants in a manner satisfactory to the Board of Managers, the Association, after approval by a sixty-seven percent (67%) vote of the Board of Managers, shall have the right, through its agents and employees, to enter upon said Lot and water the yard, trees and other plants to restore them to and maintain them in a healthy condition. The cost of such maintenance shall be an additional assessment as to said Unit and shall be added to the annual assessment to which said Lot is subject and unless paid by or on behalf of said Owner within thirty (30) days of the written demand therefor, shall be enforceable and secured by a lien as in the case of said annual assessment.

ARTICLE VIII

USE AND RESTRICTIONS

8.1 Prohibited Uses and Nuisances. Except for the activities of the Declarant during original construction or development, or except with the prior written approval of the Association or as may be necessary in connection with reasonable and necessary repairs or maintenance to any Unit, Lot or the Common Properties:

(a) all new buildings or structures on the Properties shall be of new construction. No building or structure shall be moved onto said Lots. No building other than a single family residence shall be constructed on any Lot. Each Lot conveyed shall be designated by a separate legal description and shall constitute a freehold estate subject to the terms, conditions and provisions hereof;

(b) no noxious or offensive trade or activity shall be carried upon any Lot or within any Unit nor shall anything be done thereon or therein which may be or become an annoyance or nuisance to the neighborhood or other Owners;

(c) the maintenance, keeping, boarding or raising of animals, livestock, reptiles or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Unit except that this shall not prohibit the keeping of dogs, cats, caged birds, or reptiles kept in closed aquarium as domestic pets, provided they are not kept, bred, or maintained for commercial purposes and, provide further, that such domestic pets

are not a source of annoyance or nuisance to the neighborhood or other Owners. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Common Properties unless accompanied by an adult and unless they are carried or leashed, and not pet shall be tethered on Common Property at any time;

(d) no burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste or trash or any other kind shall be permitted on any lot;

(e) no unlicensed vehicle, commercial vehicle, inoperable vehicle, trailer, truck recreational vehicle, camper, camp truck, house trailer, boat, snow mobile, jetski or other machinery or equipment of any kind or character (except for such vehicles, equipment, or machinery as may be reasonable, customary and usual in connection with the use and maintenance of any Unit and except for such vehicles, equipment, or machinery as may be required in connection with the maintenance and operation of the Common Properties and all recreational and other common facilities) shall be parked or kept upon the Properties nor (except for bona fide emergencies) shall the repair or maintenance of automobiles or other vehicles be carried out thereon, except in the garage of any Unit;

(f) trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash, and other refuse shall be placed in covered containers;

(g) no Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. No portion of any Unit (other than the entire Unit) shall be leased. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right of way to

any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose;

(h) except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable television cable or similar transmission line, or the like shall be installed or maintained on any Lot above the surface of the ground;

(i) no Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth. Fuel tanks above or below ground are expressly prohibited.

(j) no structure or a temporary character, and no trailer, tent, shack, barn, stable, outdoor clothes dryer, play house, shed or other buildings shall be erected, used or maintained on any Lot at any time. No dog pen, kennel, or run will be erected without the prior approval of the Association;

(k) no outbuilding, attached or detached structure, pergola or detached structure purely for ornamental purposes may be erected on any part of any Lot hereby restricted without prior approval of the Association;

(l) except for entrance signs, signs for traffic control or safety, community theme areas and such promotional signs or signs as may be maintained by the Declarant, no signs, billboards, objects or advertising devices of any character may be erected, posted, displayed or permitted to remain upon any of the Lots hereby restricted or upon any Unit located upon such Lots except for customary residential real estate "for sale" signs as permitted by the City of Springfield, Missouri.

(m) no structure, planting, or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may reasonably change,

obstruct or retard direction or flow of any drainage channels;

(n) no outside television or radio aerial or antenna, satellite dish, or other aerial or antenna or similar device, for reception or transmission, shall be maintained upon any Lot, Unit, or improvement without prior approval of the Association;

(o) no Owner shall engage or direct any employee or the Association on any private business of the Owner during the hours such employee is employed by the Association, nor shall any Owner direct, supervise or in any manner attempt to assert control over any employee of the Association;

(p) no fence, wall, hedge or shrub which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street right-of-way lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to present obstruction of such sight lines;

(q) no vehicle shall be parked on streets or driveways so as to obstruct ingress and egress by Owners of Lots, their families, guests, and invitees except for the reasonable needs of emergency, construction, or service vehicles for a time limited to as briefly as possible. For a period not to exceed forty-eight (48) hours, family, guests, and invitees may park their vehicles in the street appurtenant to any Unit;

(r) the garage doors of each Unit shall be kept closed at all times and the Association shall have the right to enter any Unit and

close the garage doors at any time they are found open;

(s) no motorized vehicle may be operated at any time on any Lot hereby restricted unless the driver of such vehicle has a valid license as an operator or chauffeur as such terms are defined by the laws of the State of Missouri. No licensed or unlicensed driver may operate a motorized vehicle on any vacant Lot hereby restricted without the consent, in writing, of the Board of Managers;

(t) no solar panels or other apparatus shall be placed upon the roof of any Unit without the prior approval of the Association;

(u) no above-ground swimming pool or hot tub shall be maintained above the surface of the ground without prior approval by the Association; provided, however, that above-ground hot tubs may be maintained if adequately screened and if approved in writing by the Association;

(v) no fences or walls shall be erected of maintained upon any Lot, except as installed in accordance with the initial construction of the Unit or as subsequently approved or installed by the Association. In no event shall boundary fences be installed which have been prohibited by the City of Springfield, Missouri as set forth in the final plan approval for the Properties;

(w) no basketball goals, whether attached to a Unit or pole mounted shall be permitted upon any Lot;

(x) no Owner shall replace house numbers unless the are of the same size, color, quality, and material as the original house numbers installed at time of original construction;

(y) no Owner shall place or permit to be placed upon any Unit any exterior lighting except as originally installed with the initial construction or as subsequently approved by the Association;

(z) no air conditioning apparatus or

unsightly projection shall be attached or affixed to the front of any Unit;

(aa) no mailbox or standard therefor shall be erected without the prior approval of style, construction and location being granted by the Association.

The foregoing restrictions are established with the intent of creating and maintaining a residential neighborhood possessing features of more than ordinary value in the community. Such provisions shall be interpreted so as to assure the Properties retain a uniform appearance consistent with the initial construction.

8.2 Association and Declarant Exceptions. The covenants of this Article VIII shall not apply to the activities of the Association, a not-for-profit corporation incorporated or to be incorporated under the laws of the State of Missouri, nor to Declarant. Declarant may maintain, while constructing and selling the Units in or upon such portions of the Properties as Declarant determines, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs.

8.3 Residential Use. All Units shall be used for private residential purposes exclusively. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any Unit for promotional or display purposes, as a sales office, or as a "model home" or for other purposes related to the construction and development of the Properties.

ARTICLE IX

PROPERTY RIGHTS

9.1 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Properties 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 the recreational facility, if any, situated upon the Common Properties;

(b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities, if any, by an Owner for any period during which any assessment against his Lot remains unpaid and for a

period not to exceed thirty (30) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by sixty-seven percent (67%) of the Members has been recorded.

9.2 Delegation of Use. Any Owner may delegate, in accordance with these By-Laws, his right of enjoyment to the Common Properties and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE X

COVENANT FOR MAINTENANCE ASSESSMENTS

10.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot other than Declarant (by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance) hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association or its nominee: (1) annual assessments or charges and (2) special assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof, including reasonable attorney's fees, if allowed by law, as hereinafter provided shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. This personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

10.2 Purpose of Annual Assessments. The annual assessments levied by the Association shall be used for the following current operating expenses, reserves and purposes:

(a) promotion of the recreation, health, safety and welfare of those persons residing within the Properties;

(b) routine repair, maintenance, care and operation of the Common Properties and all recreational and other common facilities situated upon the Common Properties, including, but not limited to, the cost of painting the exterior of any improvements on the Common Properties and the repair and replacement of any paved areas on the Common Properties;

(c) operation of the services and facilities devoted to, intended for, and related to the implementation of the enjoyment and use of the Common Properties and all recreational and other common facilities situated upon the Common Properties and of the Units situated upon the Properties by residents of the Properties;

(d) any management, legal or accounting expenses incurred by the Association;

(e) ad valorem and other taxes and insurance premiums on the Common Properties owned by the Association;

(f) yard maintenance, maintaining exterior trim, trash collection, and snow removal for the Owners;

(g) establishments of a maintenance and reserve fund as hereinafter more fully described:

(h) the payment of such other charges and expenses as may be elsewhere required or authorized by this Declaration or at the Board of Managers of the Association may, from time to time, determine necessary or desirable to meet the purposes of the Association as hereinabove set forth and as stated in its Articles of Incorporation.

10.3 Basis of Annual Assessments; Limitations thereon except for insurance. Annual Assessments or charges, shall remain constant from January 1 through December 31 in each year and be subject to the following limitations thereon;

(a) until January 1st of the year immediately following the conveyance of the first Lot to a Class A Member, the maximum annual assessment per lot shall be \$ 10 per month. From and after January 1st of the year immediately following the conveyance of the

first Lot to a Class A Member, the annual assessment shall be the actual costs and expenses of administration and management, maintenance, operation, repair, or replacement of, and addition to the common elements and the costs of providing the other services set forth in Article IV hereof plus any additional amounts as the Association may determine for a reserve account or such other assessment as the Board of Managers may determine after consideration and determination of current routine repair, maintenance, care, and operational costs and other needs of the Association. Each Unit Owner shall pay such Owner's proportionate share of the total Association assessment. Such proportionate share shall be the ratio which the total number of lots owned by said Unit Owner bears to the total number of Lots subject to the assessment.

10.4 Special Assessments. In addition to the annual assessments or charges for the purposes described in Section 5.2 of this article and subject to approval of the affirmative vote of fifty-one percent (51%) of all Members who are present and voting in person or by proxy, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, and estimate repairs or replacements of any capital improvements, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Managers may consider appropriate. No such special assessment, however, shall be authorized without a meeting of the Members called for this purpose, by no less than ten (10) nor more than forty (40) days notice in writing to each member stating the time, purpose and place of said meeting. Any such special assessment shall be due and payable at the time and in the manner approved by fifty one percent (51%) of all Members who are present and voting in person or by proxy at said meeting.

10.5 Uniform Rate of Assessment. Both annual and special assessments shall be collected on a monthly basis; i.e., one-twelfth (1/12) of the total assessment on each Lot each month; provided, however, the Board of Managers, upon resolution, may levy and collect assessments on a quarterly, semi-annual, or annual basis. (Such periodic collection period, whether monthly, quarterly, semi-annually, or annually, is hereinafter referred to as "Assessment Collection Period".) Both annual and special assessments shall be due and payable to the Association or its nominee, if such nominee is a federally insured bank in Missouri with trust powers, on the first day of each Assessment Collection Period in equal installments.

10.6 Date of Commencement of Annual Assessments: Due Dates. The annual assessment for each Class A Membership shall commence on the date a deed for the Lot to which such membership is appurtenant is delivered by the Declarant to the Member. The first installment of each such annual assessment shall be prorated for the balance of

the Assessment Collection Period during which a deed for the Lot is delivered to the Class A Member and shall become due and payable and a lien on the date a deed for the Lot is delivered to said Member. Subsequent installments of each such annual assessment shall become due and payable to the Association or its nominee, if such nominee is a Missouri bank with trust powers, and a lien on the first day of each successive Assessment Collection Period. Any Class A Member may prepay one or more installments on any annual assessment or special assessment levied by the Association, without premium or penalty. Annual assessments may also be paid by, for or on behalf of Class A Members by their respective mortgagees or holders of deeds of trust of record thereon under such terms and agreements as the Association may from time to time deem appropriate by action of its Board of Managers.

10.7 Duties of the Board of Managers with Respect to Assessments.

(a) The Board of Managers of the Association shall fix the date of commencement and the amount of and the time when due of each installment of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The omission of the Board of Managers, before the expiration of any annual assessment period, to fix the amount of the annual assessment hereunder for that or for the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any Class A Member from the obligation to pay the annual assessment, or any installment thereof, for that or any subsequent annual assessment period, but the annual assessment fixed for the preceding period shall continue until a new annual assessment is fixed;

(b) written notice of the assessment shall thereupon be sent out to the Class A Members subject thereto;

(c) the Association shall upon demand at any time furnish to any Owner liable for any assessment levied pursuant to this declaration (or any other party legitimately interested in the same), a certificate in writing signed by an office of the Association, setting forth

the status of said assessment, i.e. whether the same is paid or unpaid. A reasonable charge may be made by the board of Managers, in advance, for the issuance of any such certificate. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid;

(d) the Association shall enforce the payment of assessments in accordance with the provision of Section 5.8 of this declaration.

10.8 Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of Association; Maintenance and Enforcement of the Lien by Declarant; Notice to Mortgagee.

(a) If any assessment or any part thereof is not paid on the date when due, as herein provided, then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof, including reasonable attorney's fees, if permitted by law, as hereinafter provided, thereupon become a continuing lien on the Lot or Lots of the non-paying Owner which shall bind such Lot or Lots in the hands of the then Owner, his heirs, executors, devisees, personal representatives, or assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by the same. No Class A Member may waive, have waived or otherwise escape liability for the assessments provided herein by non-use of the Common Properties or abandonment of his Unit;

(b) if any assessment or part thereof is not paid within ten (10) days after the due date, the unpaid amount of such assessment shall bear interest from the due date at the highest rate allowed by law per annum and shall subject the Member obligated to pay the same to the payment of a "late charge" at a rate fixed by the Board of Managers, and the Association may bring an action at law against the Lot or Lots then belonging to said Member in the same manner now or hereafter provided for the foreclosure of mortgages, deeds of

trust or other liens on real property in the State of Missouri containing a power of sale, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, and in either of which events there shall be added to the amount of such assessment the costs of preparing and filing complaints in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees, if permitted by law, to be fixed by the court, together with the costs of this action, all of which shall not be less than twenty percent (20%) of the sum claimed. Suit for a money judgment for an unpaid assessment for unpaid assessments shall be maintainable by the Association without foreclosing or waiving the lien securing same. The lien against any Lot shall continue for a period of one (1) year from the date of delinquency and no longer unless suit shall have been filed. In the event suit is filed within one (1) year from the date of delinquency, the lien shall continue until the final adjudication of the suit, including appeals, if any, and until sale of the Lot under the execution of the judgment rendered.

(c) the Association shall, by its own action or upon the request of the holder of the first Mortgage on any Lot or Lots for which any assessment levied pursuant to this Declaration becomes delinquent for a period of thirty (30) days or more, and in any other case where the Owner of such Lot or Lots is in default with respect to the performance of any other obligation hereunder for a period of thirty (30) days or more, but any failure to give, or to request, such notice shall not effect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article. The Association shall take not action or foreclose the lien herein provided as security for the payment of assessments, except after notice in writing to the holder of any first mortgage on the Lot or Lots involved.

(d) upon default in the payment of any one or more monthly installments of any assessment

levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Managers and be declared due and payable in full.

(e) the Board of Managers may post a list of Members who are delinquent in the payment of any assessment or other fees which may be due the Association, including any installment thereof which becomes delinquent, in any prominent location within the Properties.

(f) in the event of dissolution of the Association, or if the Association fails or refuses to adequately maintain the appearance and condition of the Common Properties, the Improved Properties and tall recreational and other common facilities situated upon the Common Properties, which it is obligated to maintain under the provisions hereof, the Declarant shall have the right but not the responsibility to assume the duty of performing all such maintenance and obligations of the Association (i) at any time after such dissolution on giving written notice to the Owners, or (ii) at any time after the expiration of ten (10) days after receipt by the Association of written notice from the City of Springfield, Missouri setting forth in detail the nature and extent of such failure unless such failure shall have been remedied with said ten (10) day period. Pursuant to this end, the Declarant may collect the annual assessments as set by the Board of Managers from time to time in the manner hereinabove provided and the special assessments, if any, levied by the Association as provided for in Section 5.4 of this Article when the same shall become due and, if necessary, enforce the payment of delinquent assessments in the manner set forth in this Declaration. the power and authority herein granted to the Declarant shall cease to exist at such time as the Association shall deliver to the Declarant substantial evidence of its willingness and ability to resume maintenance of the Common Properties and of all recreational and other common facilities situated upon the Common Properties.

10.9 Priority of Lien. The liens established by this

Declaration shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

(a) general and special assessments for real estate taxes on the Lot:

(b) the line of the assessments or charges, regular and special provided for herein, shall be subordinate and inferior to the lien of any first Mortgage now or hereafter placed upon any lot; provided, however, that such subordination shall apply only to the assessment or charge which becomes due and payable prior to the sale, whether public or private of such Lot, pursuant to a decree of foreclosure of any such Mortgage or pursuant to the terms and conditions of any deed in lieu of foreclosure. Said sale or deed in lieu of foreclosure shall not relieve such Lot from liability for the amount of any assessments or charges thereafter becoming due, nor from the lien of any such subsequent assessment or charge. Any holder of a first Mortgage who comes into possession of any Lot pursuant to the remedies provided in the first Mortgage or who acquires title of any Lot pursuant to the foreclosure or deed (or assignment) in lieu of foreclosure, shall take title free of any claims for unpaid assessments or charges against the Lot which accrued prior to the date said holder comes into possession or title is acquired by said holder of the Mortgage except for claims for a pro rata share of such unpaid assessments or charges resulting from a pro rata reallocation of such unpaid assessments or charges to all Lots, including the Lot so possessed or acquired by the holder of the Mortgage.

(c) no amendment to this Section shall affect the rights of the holder of any such Mortgage (or the indebtedness secured thereby) recorded prior to the recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

(d) the Board of Managers may, in its sole and absolute discretion, extend the provisions of this Section to the holders of the Mortgages (or the indebtedness secured thereby) not otherwise entitled thereto as herein provided.

10.10 Additional Default. Any recorded first Mortgage on a Lot in the Properties shall provide that any default by the Member in the payment of any assessment levied pursuant to this Declaration, or any installment, thereof, shall likewise be a default in such Mortgage (or the indebtedness secured thereby), but

failure to include such a provision in any such Mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such Mortgage (or the indebtedness secured thereby) by any reason of Section 5.9 of this Article shall not be altered, modified, or diminished by reason of such failure.

10.11 Assessment of Declarant. The Declarant shall not be liable for assessment as herein provided, excepting, however, the Declarant shall pay to the Association annual assessment or charges or special assessment for capital improvements as herein set forth for each Lot owned by Declarant upon which Declarant has completed a Unit which has been completed for a period of ninety (90) days and is not being used as a model home.

10.12 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charge and lien created herein: (a) all properties dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I hereof; (c) all areas, if any, reserved by the Declarant on the recorded plat of the Properties; provided, however, that no land or improvements devoted to dwelling use shall be exempt from the assessments herein provided; (d) all Lots owned by Declarant except for Lots upon which Declarant has completed a Unit which has been completed for more than ninety (90) days other than model homes maintained by Declarant for sales purposes.

10.13 Reserves for Replacement. The Association shall, at all times, include the annual assessments levied pursuant to Article V hereof adequate sums for the establishment and maintenance of a reserve fund for replacements relating to the Common Properties, painting the exterior of any improvements on the Common Properties, replacement of any paved areas on the Common Properties, replacement of any machinery or equipment owned by the Association, and any other purpose as hereinafter determined by the Board of Managers.

10.14 Expenditures Limited to Assessment for Current Year. The Association shall at no time expend more money within any one (1) year than the total amount of the assessments for that particular year, or any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatsoever, bind the assessment of any future year to pay for any such obligation, and no such contract shall be valid or enforceable against the Association except for contracts for utilities, it being the intention that the assessment for each year shall be applied as far as practicable toward payment of the obligations of that year, and that the Association shall have no power to make a contract affecting the assessment of any future or subsequent year except for utilities.

ARTICLE XI

ADDITION OF OTHER LAND

The Declarant shall have, and specifically reserves, the right from time to time to add such other land as she may now own or hereafter acquire to the operation of the provisions of these covenants, by executing and acknowledging an appropriate agreement or agreements for that purpose and filing same for record in the office of the official records of Greene County, Missouri. When any such land is so subjected to the provisions hereof, whether the same consists of one or more tracts or whether said addition shall be made at one or more times, said land so added will be subject to all of the terms and provisions hereof, in the same manner and with like effect as though the same had been originally described herein and subjected to the provisions hereof.

ARTICLE XII

GENERAL

12.1. Term. These restrictions, easements, covenants and conditions shall run with and bind the land, for a term of thirty (30) years from the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years, provided, however, that the Owners of sixty-seven percent (67%) of the Lots hereby restricted may release all of the Properties from any one or more of these restrictions herein on the expiration of the said thirty (30) years, or at the end of any successive ten (10) year period thereafter by executing and acknowledging an appropriate agreement in writing for such purposes and filing the same for record in the official records of Greene County, Missouri prior to the expiration of said thirty (30) years.

12.2 Amendment. These restrictions, easements, covenants and conditions, may be amended by an instrument signed by not less than sixty-seven percent (67%) of the Owners; provided, however, that Declarant reserves the exclusive right to amend this Declaration so long as she owns fifty-one percent (51%) of the Lots subject hereto; and provided further, however, that no such amendment shall impose any further duties or obligations, financial or otherwise, upon Declarant so long as she is the Owner of any lot within the Properties as then constructed.

12.3 Termination. These restrictions, easements, covenants and conditions may be terminated and all of the land now or hereafter affected may be released from all of the terms and provisions hereof by the Owners of seventy-five percent (75%) of the Lots then subject hereto executing and acknowledging an appropriate agreement or agreements for that purpose and filing the same for record in the Office of the Recorder of Deeds, Greene County, Missouri; provided, however, these restrictions, easements,

covenants and conditions may not be terminated without the written consent of Declarant so long as Declarant is the Owner of any lot within the Properties as then constituted.

12.4 Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages.

12.5 Severability. Invalidation of any one of these covenants by judgment or order shall in no wise affect any of the other provisions which shall remain in full force and effect.

12.6 Amendment. These restrictions, easements, covenants, and conditions as they pertain to common areas and common improvements may only be amended with the prior written approval of the City of Springfield and may not be dissolved or terminated without the prior written consent of the City of Springfield.

12.7 Failure to Maintain Common Areas. If property or unit owners or the Association shall fail to maintain common areas or common improvements in reasonable order and condition, the City of Springfield may serve notice in writing upon such Association or owners and, after hearing, may maintain the same. The cost of such maintenance of the City shall be assessed ratably against the individual properties or units within the Development, and such assessment shall become a charge and shall constitute a lien against all properties within the subdivision as all other assessments set forth herein.

ARTICLE XIII

MEMBERSHIP AND VOTING RIGHTS

13.1 Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Lot.

13.2 The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article II with exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article III. When more than one (1) person holds such interest in any Lot, all such persons shall be members and the vote for such Lot, shall be exercised as they, among themselves, determine; but in no event shall more than one (1) vote be cast with respect to any one (1) Lot.

Class B. The total number of Class B memberships shall at all times equal the number of Lots whether improved or not owned by the Declarant multiplied by thirty (30), all

of which shall be issued to the Declarant or her nominee or nominees. The Class B Member shall be entitled to one (1) vote for each Class B Membership so held, provided however, that each Class B Membership shall lapse and become a nullity on the first to happen of the following events:

- (i) One (1) year after one hundred percent (100%) of the Lots in the project have been conveyed to Unit purchasers, or;
- (ii) upon surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Association.

Upon the lapse or surrender of all of the Class B memberships as provided for in this Article III, the Declarant shall become and thereafter remain a Class A Member of the Association as to each and every Lot in which the Declarant holds the interest otherwise required for such Class A Membership. Whenever any matter is to be voted on by the Members of the Association, both classes of Members shall be entitled to vote on such matter, and the results shall be determined by a majority of all votes cast, without regard to class, except as otherwise may be provided herein.

IN WITNESS WHEREOF, Carol Nachbar, Declarant, has hereunto set her hand.

Carol Nachbar

STATE OF MISSOURI)
COUNTY OF GREENE)

On this 15th day of February, 1995, before me personally appeared Carol Nachbar to me known to be the person described herein and who executed the foregoing instrument and acknowledged that she executed the same as her own free act and deed.

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

Carol J. Sharp
Notary Public



My Commission Expires:

00897

MISSOURI
GREENE COUNTY
FIELD RECORD
MAY 17 10 37 AM '95

STATE OF MISSOURI } ss. IN THE RECORDER'S OFFICE
COUNTY OF GREENE }

I, LINDA S. MONTGOMERY, Recorder of said County, hereby certify that the within instrument of writing was on the 17 day of March A.D. 1995 at 10 o'clock 3 minutes 0 M. duly filed for record, and is recorded in the records of this office, in Book 2321 Page 1464

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Springfield, Missouri, this 17 day of March A.D. 1995

LINDA S. MONTGOMERY, Recorder
Linda S. Montgomery Deputy

23792

2/1/97

AMENDED DECLARATION OF RESTRICTIONS, EASEMENTS, COVENANTS AND CONDITIONS OF ASHLEY PARK

THIS AMENDMENT, made this 17th day of June, 1997, by Carol Nachbar, (hereinafter called "Declarant").

WHEREAS, Declarant is the owner of the fee simple title to those lands and premises described in the original Declaration; and

WHEREAS, it is the intention and desire of the Declarant to amend the Declarations filed on the 17th day of March, 1995 in Book 2371 at Page 1464 through 1487 in the Office of the Recorder of Deeds for Greene County, Missouri.

NOW, THEREFORE, Declarant hereby declares as follows:

1. That Article VIII, USE AND RESTRICTIONS, Paragraph 8.1 (n) is hereby amended to read as follows:

(n) no outside television or radio aerial or antenna or satellite dish exceeding 18" in diameter, or other aerial or antenna or similar devise, for reception or transmission, shall be maintained upon any Lot, Unit, or improvement without prior approval of the Association;

2. That the Declaration, except as previously and as expressly modified herein remains in full force and effect and is hereby ratified and confirmed.

IN WITNESS WHEREOF the undersigned has caused this instrument to be executed the day and year first above written.

Carol Nachbar
Carol Nachbar

STATE OF MISSOURI
GREENE COUNTY
FILE FOR RECORD
1997 JUN 19 11:11 AM
LHMC

023792

STATE OF MISSOURI)
)
COUNTY OF GREENE)

On this 17th day of June, 1997, before me personally appeared Carol Nachbar to me known to be the person described herein and who executed the foregoing instrument and acknowledged that she executed the same as her own free act and deed.

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



Janet S. Martin
Janet S. Martin, Notary Public

My Commission Expires: 1-27-98

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

L. L. & S. MORTGAGE Co., Trustee of said County, hereby certifies that the following was a true and correct copy of the original as recorded in the Recorder's Office on this 15th day of June 1947.

Book 2515 Page 2143
Filed for Record at Clatsop, Oregon, this 19th day of June 1947.

LINDA S. MONTGOMERY, Recorder
Bonnie Scott, Deputy

AMENDED DECLARATION OF RESTRICTIONS, EASEMENTS, COVENANTS AND CONDITIONS OF ASHLEY PARK

THIS AMENDMENT, made this 25th day of July 1995, by Carol Nachbar, (hereinafter called "Declarant").

WHEREAS, Declarant is the owner of the fee simple title to those lands and premises described in the original Declaration; and

WHEREAS, it is the intention and desire of the Declarant to amend the Declarations filed on the 17th day of March, 1995 in Book 2371 at Page 1464 through 1487 in the Office of the Recorder of Deeds for Greene County, Missouri.

NOW, THEREFORE, Declarant hereby declares as follows:

1. That Article VII, YARD MAINTENANCE, is hereby amended to read as follows:

The Association shall be responsible for mowing, and maintaining the grass around each Unit. Any grass, trees, or other plants which are inaccessible to the water sprinkler system shall be maintained by the Owner of each Unit. In the event an Owner of any Unit in the Properties shall fail to maintain and water such inaccessible grass, trees and other plants in a manner satisfactory to the Board of Managers, the Association, after approval by a sixty-seven percent (67%) vote of the Board of Managers, shall have the right, through its agents and employees, to enter upon said Lot and water the yard, trees and other plants to restore them to and maintain them in a healthy condition. The cost of such maintenance shall be an additional assessment as to said Unit and shall be added to the annual assessment to which said Lot is subject and unless paid by or on behalf of said Owner within thirty (30) days of the written demand therefor, shall be enforceable and secured by a lien as in the case of said annual assessment.

2. That the Declaration, except as expressly modified herein remains in full force and effect and is hereby ratified and confirmed.

IN WITNESS WHEREOF the undersigned has caused this instrument to be executed the day and year first above written.

Carol Nachbar
Carol Nachbar

STATE OF MISSOURI
GREENE COUNTY
FILED FOR RECORD
95 AUG 16 PM 12 51
LINDA S. JOHNSON
RECORDER

027240

STATE OF MISSOURI)
COUNTY OF GREENE)

On this 15th day of August, 1995, before me personally

Jack Hoke, P.C.
1437 E. P. M. Vose
Spfld. MO 65804



appeared Carol Nachbar to me known to be the person described herein and who executed the foregoing instrument and acknowledged that she executed the same as her own free act and deed.

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



Janet A. Masters
Notary Public

Commission Expires: 1-27-98

STATE OF MISSOURI } ss. IN THE RECORDERS OFFICE
COUNTY OF GREENE

I, LINDA S. MONTGOMERY, Recorder of said County, hereby certify that the within instrument of writing was on the 16 day of May A.D. 1995 at 12 o'clock PM minutes M. duly filed for record, and is recorded in the records of this office, in Book 2396 Page 376.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Springfield, Missouri, this 16 day of May A.D. 1995.

Linda S. Montgomery
LINDA S. MONTGOMERY, Recorder
Deputy

STATE OF MISSOURI
GREENE COUNTY
FILE FOR RECORD

SUPPLEMENTAL DECLARATION TO THE DECLARATION OF RESTRICTIONS,
EASEMENTS, COVENANTS AND CONDITIONS OF ASHLEY PARK

THIS DECLARATION, MADE THE 6TH DAY OF SEPTEMBER, 1996, BY CAROL S. NACHBAR, HEREINAFTER CALLED "DEVELOPER", WITNESSED:

WHEREAS, DEVELOPER WAS THE OWNER OF AND FILED FOR RECORD THE PLAT OF ASHLEY PARK FIRST ADDITION, WHICH PLAT IS OF RECORD IN THE OFFICE OF THE RECORDER OF DEEDS FOR GREENE COUNTY, MISSOURI, AT BOOK QQ, PAGE 93; AND

WHEREAS, DEVELOPER WAS THE OWNER OF AND FILED FOR RECORD THE AMENDED PLAT OF ASHLEY PARK, WHICH PLAT IS OF RECORD IN THE OFFICE OF THE RECORDER OF DEEDS FOR GREENE COUNTY, AT BOOK PP, PAGE 50; AND

WHEREAS, DEVELOPER HERETOFORE FILED THE DECLARATION OF RESTRICTIONS, EASEMENTS, COVENANTS AND CONDITIONS OF ASHLEY PARK AT BOOK 2371, PAGE 1464, AND THE AMENDED DECLARATION OF RESTRICTIONS, EASEMENTS, COVENANTS AND CONDITIONS OF ASHLEY PARK, AT BOOK 2396, PAGE 376; AND

NOW THEREFORE, DEVELOPER HEREBY DECLARES BY THIS SUPPLEMENTAL DECLARATION THAT ALL OF THE PROPERTY KNOWN AS ASHLEY PARK FIRST ADDITION IS HEREBY MADE SUBJECT TO ALL OF THE PROVISIONS OF THE AFORESAID DECLARATION OF RESTRICTIONS, EASEMENTS, COVENANTS AND CONDITIONS OF ASHLEY PARK AND THE AMENDED DECLARATION OF RESTRICTIONS, EASEMENTS, COVENANTS AND CONDITIONS OF ASHLEY PARK.

IN WITNESS WHEREOF THE UNDERSIGNED HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN.

Carol S. Nachbar
Carol S. Nachbar

STATE OF MISSOURI, } ss.
County of Greene }
On this 6th day of September, 1996.
before me personally appeared Carol S. Nachbar
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she
executed the same as her free act and deed. And the said Carol S. Nachbar
further declared to be single and unmarried.

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

MARJORIE E. SEXTON
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Feb. 22, 2000
(SEAL)



My term of office as a Notary Public will expire 19
Lincoln Land Title Co *Marjorie E. Sexton*
Marjorie E. Sexton
Notary Public.

STATE OF MISSOURI }
COUNTY OF GREENE }

IN THE RECORDERS OFFICE

I, LINDA S. MONTGOMERY, Recorder of said County, hereby certify that the within instrument of writing was on the 9 day of Sept A.D. 1996 at 10 o'clock 17 minutes 9 M. duly filed for record, and is recorded in the records of this office, in Book 2465 Page 1263

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Springfield, Missouri, this 9 day of Sept 1996 A.D.

Linda S. Montgomery
LINDA S. MONTGOMERY, Recorder
Deputy



REAL ESTATE DOCUMENT NUMBER

028993-02

STATE OF MISSOURI
COUNTY OF GREENE
RECORDERS CERTIFICATION



Linda S. Montgomery
RECORDER OF DEEDS

recmjc

AMENDMENT TO BY-LAWS OF
ASHLEY PARK HOMEOWNERS ASSOCIATION

The shareholders of **ASHLEY PARK HOMEOWNERS ASSOCIATION**, a Missouri Not for Profit Corporation, and said have consented to the following amendment:

RESOLVED, that the **BYLAWS OF ASHLEY PARK HOMEOWNERS ASSOCIATION**, a Missouri Not for Profit Corporation, more particularly described as follows:

Lots One through Twenty Six, Ashley Park, a subdivision in Greene County, Missouri, according to the recorded plat thereof.

be amended as follows:

ARTICLE IV, Powers and Duties of the Association, Paragraph 4.17

(c) to paint, repair, and otherwise maintain, the exterior trim of each unit as the Board of Managers of the Association deems necessary. The exterior trim is defined as all garage doors, all exterior doors, and associated wood trim.

Dated: 05/21/02

Elmer Moore
Elmer Moore, President

N. Jean Tomlin
N. Jean Tomlin, Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 21st day of May, 2002, before me appeared Elmer Moore to me personally known, who, being by me duly sworn, did say that he is the President of Ashley Park Homeowners Association a not-for-profit corporation of the State of Missouri, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said President 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 the day and year above written.

FARILYN G. GERHART
Notary Public - Notary Seal
STATE OF MISSOURI
Christian County
My Commission Expires Aug. 3, 2003

Farilyn G. Gerhart
Notary Public
Farilyn G. Gerhart
Print Name



N. Jean Tomlin
1148 S. Carriage Ave
SPD MO 65809-1452



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REAL ESTATE DOCUMENT

STATE OF MISSOURI
COUNTY OF GREENE
RECORDERS CERTIFICATION



Linda S. Montgomery
REC'D RECORDER OF DEEDS

AMENDMENT TO BY-LAWS OF
ASHLEY PARK HOMEOWNERS ASSOCIATION

The shareholders of **ASHLEY PARK HOMEOWNERS ASSOCIATION**, a Missouri Not for Profit Corporation, and said have consented to the following amendment:

RESOLVED, that the **BYLAWS OF ASHLEY PARK HOMEOWNERS ASSOCIATION**, a Missouri Not for Profit Corporation, more particularly described as follows:

Lots One through Twenty-Three of Ashley Park, and Lots One through Thirty of Ashley Park 1st Addition, both subdivisions in Greene County, Missouri, according to the recorded plat thereof.

be amended as follows:

ARTICLE IV, Powers and Duties of the Association, Paragraph 4.17

(c) to paint, repair, and otherwise maintain, the exterior trim of each unit as the Board of Managers of the Association deems necessary. The exterior trim is defined as all garage doors, all exterior doors, and associated wood trim.

Dated: 9/16/02

Elmer Moore
Elmer Moore, President

N. Jean Tomlin
N. Jean Tomlin, Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)



1148 S Carriage Ave
Spd Mo 65809

On this 16TH day of SEPT., 2002, before me appeared Elmer Moore to me personally known, who, being by me duly sworn, did say that he is the President of Ashley Park Homeowners Association a not-for-profit corporation of the State of Missouri, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said President 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 the day and year above written

FARILYN G. GERHART
Notary Public - Notary Seal
STATE OF MISSOURI
Christian County
My Commission Expires Aug. 3, 2003

Farilyn G. Gerhart
Notary Public



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Book: 2003
Page: 054708-03
3 pages

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Linda S. Montgomery
RECORDER OF DEEDS

recaka

**AMENDMENT TO BY-LAWS OF
ASHLEY PARK HOMEOWNERS ASSOCIATION**

3129

The shareholders of **ASHLEY PARK HOMEOWNERS ASSOCIATION**, a Missouri Not for Profit Corporation, and said have consented to the following amendment:

THIS AMENDMENT MADE, this 21 day of July, 2003, by Elmer Moore, President of **ASHLEY PARK HOMEOWNERS' ASSOCIATION**.

WHEREAS, after the affirmative vote of in excess of 66 percent of the owners of property in Ashley Park, a subdivision in Greene County, Missouri, the attached Amendments are made to the By-Laws of Ashley Park Homeowners Association, Book 2371, Page 1464, and the Amended By-Laws of Ashley Park, at Book 2396, Page 3767; and

RESOLVED, that the **BY-LAWS OF ASHLEY PARK HOMEOWNERS ASSOCIATION**, a Missouri Not for Profit Corporation, more particularly described as follows:

Lots One through Twenty-Three of Ashley Park, and Lots One through Thirty of Ashley Park 1st Addition, both subdivisions in Greene County, Missouri, according to the recorded plat thereof.

NOW THEREFORE THE BOARD OF DIRECTORS OF ASHLEY PARK HOMEOWNERS ASSOCIATION HEREBY DECLARES THAT ALL PROPERTY OWNERS OF ASHLEY PARK ARE MADE SUBJECT TO THE AMENDMENTS TO THE BY-LAWS OF ASHLEY PARK HOMEOWNERS ASSOCIATION.

IN WITNESS THEREOF THE UNDERSIGNED HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN.

Dated: 7/21/03

Elmer Moore
Elmer Moore, President

N. Jean Tomlin
N. Jean Tomlin, Secretary

STATE OF MISSOURI)
COUNTY OF GREENE) ss.

On this 21st day of July, 2003, before me appeared Elmer Moore to me personally known, who being by me duly sworn, did say that he is the President of Ashley Park Homeowners Association, a not-for-profit corporation of the State of Missouri, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said President 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 the day and year above written.

Patricia Kabell
Notary Public



Jean Tomlin
1148 S Carnegie
Spj'd MO 65809

**AMENDMENT TO
BYLAWS OF ASHLEY PARK HOME OWNERS' ASSOCIATION**

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 5.1 SHALL READ AS FOLLOWS:

5.1 Creation of the Lien and Personal Obligation of the Assessments. Each Owner of a Lot other than Declarant (by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance) hereby covenants and agrees and shall be deemed to covenant and to pay to the Association or its nominee: (1) annual assessments or charges and (2) special assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof, including reasonable attorney's fee if allowed by law, as hereinafter provided shall also be the continuing personal obligation of the person who was the Owner of such lot at the time when the assessment fell due.

SECTION 5.8 EFFECT OF NON-PAYMENT OF ASSESSMENT (a) SHALL READ AS FOLLOWS:

(a) If any assessment or any part thereof is not paid on the date when due, as herein provided, then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof, including reasonable attorneys' fees, if permitted by law, as hereinafter provided, thereupon become a continuing lien on the Lot or Lots of the non-paying Owner his heirs, executors, devisees, personal representatives, or assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation. No Class A Member may waive, have waived or otherwise escape liability for the assessments provided herein by non-use of the Common Properties or abandonment of his Unit:

SECTION 5.8 EFFECT OF NON-PAYMENT OF ASSESSMENT (b) SHALL READ AS FOLLOWS:

(b) if any assessment or part thereof is not paid within ten (10) days after the due date, the unpaid amount of such assessment shall bear interest from the due date at the highest rate allowed by law per annum and shall subject the Member obligated to pay the same to the payment of a "late charge" at a rate fixed by the Board of Managers, and the Association may bring an action at law against the Lot or Lots then belonging to said Member for the foreclosure of mortgages, deeds of trust or other liens or real property in the State of Missouri containing a power of sale, substantive and procedural, or as may otherwise from time to time be provided by law, and in either of which events there shall be added to the amount of such assessment the cost of preparing and filing complaints in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees, if permitted by law, to be fixed by the court, together with the cost of this action, all of which shall not be less than twenty (20%) of the sum claimed. Suit for a money judgment for an unpaid assessment for unpaid assessments shall be maintainable by the Association without foreclosing or waiving the lien securing same.

SECTION 5.8 EFFECTS OF NON-PAYMENT OF ASSESSMENT (c) SHALL READ AS FOLLOWS:

DELETED

SECTION 5.9 PRIORITY OF LIEN SHALL READ AS FOLLOWS:

The lien established by this Declaration shall have preference over any other assessments, liens, judgments or charges of whatever type except general and special assessments for real estate taxes on the Lot,



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Book: 2003
Page: 054709-03
3 pages

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Linda S. Montgomery
RECORDER OF DEEDS

recaka

**AMENDMENT TO
DECLARATION OF RESTRICTIONS, EASEMENTS, COVENANTS
AND CONDITIONS OF ASHLEY PARK HOMEOWNERS ASSOCIATION**

3/29

The shareholders of **ASHLEY PARK HOMEOWNERS ASSOCIATION**, a Missouri Not for Profit Corporation, and said have consented to the following amendment:

THIS AMENDMENT MADE, this 21 day of July, 2003, by Elmer Moore, President of **ASHLEY PARK HOMEOWNERS' ASSOCIATION**.

WHEREAS, after the affirmative vote of in excess of 66 percent of the owners of property in Ashley Park, a subdivision in Greene County, Missouri, the attached Amendments are made to the Declaration of Restrictions, Easements, Covenants and Conditions of Ashley Park Book 2371, Page 1464, and the Amended Declarations of Restrictions, Easements, Covenants and Conditions of Ashley Park, at Book 2396, Page 3767; and

RESOLVED, that the **DECLARATION OF RESTRICTIONS, EASEMENTS, COVENANTS AND CONDITIONS OF ASHLEY PARK**, a Missouri Not for Profit Corporation, more particularly described as follows:

Lots One through Twenty-Three of Ashley Park, and Lots One through Thirty of Ashley Park 1st Addition, both subdivisions in Greene County, Missouri, according to the recorded plat thereof.

NOW THEREFORE THE BOARD OF DIRECTORS OF ASHLEY PARK HOMEOWNERS ASSOCIATION HEREBY DECLARES THAT ALL PROPERTY OWNERS OF ASHLEY PARK ARE MADE SUBJECT TO THE AMENDMENTS TO THE DECLARATION OF RESTRICTIONS, EASEMENTS, COVENANTS AND CONDITIONS OF ASHLEY PARK HOMEOWNERS ASSOCIATION.

IN WITNESS THEREOF THE UNDERSIGNED HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN.

Dated: 7/21/03
Elmer Moore
Elmer Moore, President
N. Jean Tomlin
N. Jean Tomlin, Secretary

STATE OF MISSOURI)
COUNTY OF GREENE) ss.

On this 21st day of July, 2003, before me appeared Elmer Moore to me personally known, who being by me duly sworn, did say that he is the President of Ashley Park Homeowners Association, a not-for-profit corporation of the State of Missouri, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said President 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 the day and year above written.

MAIL TO

*Jean Tomlin
1148 S Camacho
Spfld MO
65809*

Notary Public

PATRICIA KABELL
Lawrence County
My Commission Expires
January 13, 2006

**AMENDMENT TO
THE DECLARATIONS, RESTRICTIONS, EASEMENTS, COVENANTS AND
CONDITIONS OF ASHLEY PARK**

ARTICLE X

COVENANT FOR MAINTENANCE ASSESSMENTS

**SECTIONS 10.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF
ASSESSMENTS SHALL READ AS FOLLOWS:**

10.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot other than the Declarant (by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance) hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association or its nominee: (1) annual assessments or charges and (2) special assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot together with such interest thereon and cost of collection thereof, including reasonable attorney's fees, it allowed by law, as hereinafter provided shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

**SECTION 10.8 PARAGRAPH EFFECTS OF NON-PAYMENT OF
ASSESSMENTS (a) SHALL READ AS FOLLOWS:**

(a) if any assessment or any part thereof is not paid on the date when due, as herein provided, then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof, including reasonable attorney's fees, if permitted by law, as hereinafter provided thereupon become a continuing lien on the Lot or Lots of the non-paying Owner which shall bind such Lot or Lots in the hands of the then Owner, his heirs, and executors, devisees, personal representatives, or assigns. The personal obligation of the then Owner to pay such assessment, however shall remain the personal obligation. No Class A member may waive, have waiver or otherwise escape liability for the assessments provided herein by non-use of the Common Properties or abandonment of his Unit;

SECTION 10.8 (b) EFFECTS OF NON-PAYMENT OF ASSESSMENTS SHALL READ AS FOLLOWS:

(b) if any assessment or part there of is not paid within ten (10) days after due date, the unpaid amount of such assessment shall bear interest from the due date at the highest rate allowed by law per annum and shall subject the Member obligated to pay the same to the of payment of a "late Charge" at a rate fixed by the Board of Mangers, and the Association may bring an action at law against the Lot and Lots then belonging to the said Member in the same manner now or hereafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the state of Missouri containing a power of sale, and subject to the requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, and in either of which event there shall be added to the amount of such assessment the cost of preparing and filing complaints in such action and. in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees, if permitted by law, to be fixed by the court, together with the cost of the action, all of which shall not be less that twenty (20%) of the sum claimed. Suit for a money judgment for an unpaid assessment for unpaid assessments shall be maintainable by the Association with out foreclosing or waiving the Lien securing same.

SECTION 10.8 EFFECTS OF NON-PAYMENT OF ASSESSMENTS (c)

DELETED

SECTION 10.9 PRIORITY OF LIEN (b)

DELETED

SECTION 10.9 PRIORITY OF LIEN (d)

DELETED



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Book: 2014
Page: 025753-14
44 pages

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Charles L. Dawson
RECORDER OF DEEDS

recvms

**AMENDED DECLARATION OF RESTRICTIONS, EASEMENTS, COVENANTS
AND CONDITIONS OF ASHLEY PARK**

ASHLEY PARK HOMEOWNERS' ASSOCIATION, a Missouri not-for-profit corporation,
GRANTOR, has consented to the following amendment:

THIS AMENDMENT, made this 24th day of July, 2014, by Ashley Park Homeowners'
Association, GRANTOR.

Grantor Address: Ashley Park Homeowners' Association, c/o Carley Touchstone,
943 S. Carriage, Springfield, MO 65809

WHEREAS, after the affirmative vote of the undersigned owners of property in
Ashley Park, a subdivision in Greene County, Missouri, the following Amendments are
made to the Declaration of Restrictions, Easements, Covenants and Conditions of Ashley
Park Book 2371, Page 1464, and the Amended Declarations of Restrictions, Easements,
Covenants and Conditions of Ashley Park, at Book 2396, Page 3767; and

RESOLVED that the DECLARATION OF RESTRICTIONS, EASEMENTS, COVENANTS
AND CONDITIONS OF ASHLEY PARK, a Missouri not-for-profit corporation, more
particularly described as follows:

Lots One through Twenty-three of Ashley Park Amended, and Lots One through
Thirty of Ashley Park 1st Addition, both subdivisions in Greene County, Missouri, according
to the recorded plat thereof.

IN WITNESS THEREOF THE UNDERSIGNED HAVE CAUSED THIS INSTRUMENT TO
BE EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN.

MAIL
TO

James R. Coy
Neally Law, LLC
205 Park Central East Ste 501
Springfield Mo 65806

**ARTICLE I
DEFINITIONS**

The following words or phrases when used in this Declaration or any amendments to this Declaration shall have the following meaning:

1.1 "Association" shall mean and refer to the Ashley Park Home Owners' Association, its successors and assigns.

1.2 "Board" shall mean the duly elected Board of the Association.

1.3 "Common Properties" shall mean all property, including the improvements thereof, owned by the Association for the Common use and enjoyment of the Owners.

1.4 "By-Laws" shall mean and refer to certain the By-Laws of Ashley Park Home Owners' Association and all amendments thereto.

1.5 "Improved property" shall mean a single tract under single ownership and use, on which tract a residence has been erected or is in the process of erection, or in which any other building not in violation of the restrictions then or record thereon is erected or in the process of erection. Any such tract may consist of one (1) or more contiguous Lots or part or parts thereof. Any other land covered by this Declaration shall be deemed to be vacant and unimproved.

1.6 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Properties.

1.7 "Member" shall be an Owner who is a member of the Association.

1.8 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.9 "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.10 "Unit" shall mean a single family dwelling placed upon any Lot in the Properties.

**ARTICLE II
PERSONS BOUND BY THESE RESTRICTIONS**

2.1 All persons and corporations who now or shall hereafter acquire any interest in the above enumerated Lots hereby restricted shall hold and covenant with the Owners of said Lots, and with such Owners' successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of thirty (30) years from recordation hereof, provided, however, that each of said restrictions shall be renewable and amendable in the manner hereinafter set forth. Additionally, each and every person, persons, or legal entities who now or shall hereafter acquire any interest in the above enumerated lots which are subject to this Declaration shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of all or a portion of any lot, tract, or parcel of land in the Properties.

**ARTICLE III
LAND USE AND BUILDING TYPE**

3.1 No Lot shall be used for anything other than single family residential purposes.

**ARTICLE IV
ARCHITECTURAL CONTROL**

4.1 No building, fence, wall, or other structure or improvement of whatever description, whether temporary or permanent, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted to and approved in writing as to harmony, external design, location in relation to surrounding structures, finished grade elevations, and topography by the Board, or by an Architectural and Environmental Control Committee composed of three (3) or more representatives appointed by the Board.

**ARTICLE V
QUALITY, SIZE, AND LOCATION**

5.1 Quality. No dwelling shall be permitted on any Lot which is of a quality substantially less than the model homes, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded. Each Unit shall have attached no less than a two (2) stall garage. All exterior side material must be brick, stone or stucco with finished colors as originally finished at time of initial construction unless otherwise approved by the Board.

5.2 Size. No residence shall be constructed upon any Lot unless it contains a finished ground floor area of not less than One thousand Two Hundred (1,200) square feet. All floor areas shall be determined exclusive of any porches, garages, attics, walkouts, and basement areas, whether finished or unfinished.

5.3 Building Location.

(a) No building shall be located on any Lot nearer the front Lot line or nearer to the side street line than the minimum building set-back lines, if any, as provided in the recorded plats and final development plan as approved by the City of Springfield, Missouri, or as provided by the ordinances of the City of Springfield, Missouri as the same may be amended from time to time. In case of a conflict, the ordinances of the City of Springfield, Missouri, shall govern.

(b) Notwithstanding the foregoing, the Declarant shall have and does hereby reserve the right in the sale and conveyance of any Lot to change any building lines shown thereon. On any subsequent resale of such Lot, the Declarant may make such change in building lines with the consent of the Owner. No change may be made at any time that will permit the erection or maintenance of any residence of any lot, exclusive of those projections hereinafter set forth, in violation of the ordinances of the City of Springfield, Missouri.

(c) Reference is made herein to building lines for the purpose of determining the location of residence with reference to the adjoining street or streets, and in case of the relocation of any said streets, changes may be made by the Declarant in any of the Said building lines. Such building lines shall in no case be established nearer to the new location of any said streets than are the building lines shown on the said plat with reference to the present location of said streets. Further, Declarant shall have and does hereby reserve the same privilege of changing the location of any such new building lines so established as it has in the case of those shown on said plot. The widening of any street shall not, for the purpose of these restriction be deemed to be a relocation of said street.

(d) Those parts of the residence that may project to the front and be nearer to the street or streets than building lines on said plat, and the distance that each may project are as follows:

(i) bay, bow or oriel, dormer or other projecting windows not exceeding one story in height may project beyond the building lines not to exceed three (3) feet;

(ii) cornices, spoutings, chimneys, brackets, pilasters, grill work, trellises, wing walls and other similar projections, and any projections for purely ornamental purposes, may project beyond the building lines not to exceed four (4) feet;

(iii) any vestibule not more than one story in height may project beyond the building lines not to exceed four (4) feet;

provided, however, in no event shall projections exceed limitations as set forth by the City of Springfield, Missouri, or such other authority having jurisdiction.

ARTICLE VI EASEMENTS

6.1 Easements for Public Utilities, Drainage, and Maintenance. The Declarant shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines and other utilities, and to give or grant rights-of-way or easements therefor, over, under, upon and through all easements and rights-of-way shown on the recorded plat of the district of any common area. All utility easements and rights-of-way shall inure to the benefit of all utility companies, for purposes of installing, maintaining, or moving any utility lines or services and shall inure to the benefit of all Owners in the district and the Association as a cross easement for utility line or service maintenance. No water from any roof, downspout, basement, or garage drain or surface drainage shall be placed in or connected to any sanitary sewer line.

6.2 Blanket Private Maintenance Easement. There is hereby created a blanket easement upon, across, over and under all the Lots for the purpose of providing private maintenance as set forth in the By-Laws and for any other purposes necessary for the implementation of any of the powers, rights or restrictions, the Articles of Incorporation, or By-Laws of the Association.

ARTICLE VII YARD MAINTENANCE

7.1 The Association shall be responsible for mowing, and maintaining the grass around each Unit. Any grass, trees, or other plants which are inaccessible to the water sprinkler system shall be maintained by the Owner of each Unit. In the event an Owner of any Unit in the Properties shall fail to maintain and water such inaccessible grass, trees and other plants in a manner satisfactory to the Board, the Association, after approval by a sixty-seven percent (67%) vote of the Board, shall have the right, through its agents and employees, to enter upon said Lot and water the yard, trees and other plants to restore them to and maintain them in a healthy condition. The cost of such maintenance shall be

an additional assessment as to said Unit and shall be added to the annual assessment to which said Lot is subject and unless paid by or on behalf of said Owner within thirty (30) days of the written demand therefor, shall be enforceable and secured by a lien as in the case of said annual assessment.

ARTICLE VIII USE AND ETRICCTIONS

8.1 Prohibited Uses and Nuisances. Except for the activities of the Declarant during original construction or development, or except with the prior written approval of the Association or as may be necessary in connection with reasonable and necessary repairs or maintenance to any Unit, Lot or the Common Properties:

(a) all new buildings or structures on the Properties shall be of new construction. No building or structure shall be moved onto said Lots. No building other than a single family residence shall be constructed on any Lot. Each Lot conveyed shall be designated by a separate legal description and shall constitute a freehold estate subject to the terms, conditions and provisions hereof;

(b) no noxious or offensive trade or activity shall be carried upon any Lot or within any Unit nor shall anything be done thereof or therein which may be or become an annoyance or nuisance to the neighborhood or other Owners;

(c) the maintenance, keeping, boarding or raising of animals, livestock, reptiles or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Unit except that this shall not prohibit the keeping of dogs, cats, caged birds, or reptiles kept in closed aquarium as domestic pets, provided they are not kept, bred, or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Owners. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Common Properties unless accompanied by an adult and unless they are carried or leashed, and no pet shall be tethered on Common Property at any time;

(d) no burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste or trash of any other kind shall be permitted on any lot;

(e) no unlicensed vehicle, commercial vehicle, inoperable vehicle, trailer, truck, recreational vehicle, camper, camp truck, house trailer, boat, snow

mobile, jet ski or other machinery or equipment of any kind or character (except for such vehicles, equipment, or machinery as may be reasonable, customary and usual in connection with the use and maintenance of any Unit and except for such vehicles, equipment, or machinery as may be required in connection with the maintenance and operation of the Common Properties and all recreational and other common facilities) shall be parked or kept upon the Properties nor (except for bona fide emergencies) shall the repair or maintenance of automobiles or other vehicles be carried out thereon, except in the garage of any Unit;

(f) trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash, and other refuse shall be placed in covered containers;

(g) no Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. No portion of any Unit (other than the entire Unit) shall be leased. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right of way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose;

(h) except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable television cable or similar transmission line, or the like shall be installed or maintained on any Lot above the surface of the ground;

(i) no Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth. Fuel tanks above or below ground are expressly prohibited;

(j) no structure of a temporary character, and no trailer, tent, shack, barn, stable, outdoor clothes dryer, play house, shed or other buildings shall be erected, used or maintained on any Lot at any time. No dog pen, kennel, or run will be erected without the prior approval of the Association;

(k) no outbuilding, attached or detached structure, pergola or detached structure purely for ornamental purposes may be erected on any part of any Lot hereby restricted without prior approval of the Association;

(l) except for entrance signs, signs for traffic control or safety, community theme areas and such promotional signs or signs as may be maintained by the Declarant, no signs, billboards, objects or advertising devices of any character may be erected, posted, displayed or permitted to remain upon any of the Lots hereby restricted or upon any Unit located upon such Lots except for customary residential real estate "for sale" signs as permitted by the City of Springfield, Missouri.

(m) no structure, planting, or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may reasonably change, obstruct or retard direction or flow of any drainage channels;

(n) no outside television or radio aerial or antenna or satellite dish exceeding 18" in diameter, or other aerial or antenna or similar device, for reception or transmission, shall be maintained upon any Lot, Unit, or improvement without prior approval of the Association;

(o) no Owner shall engage or direct any employee or the Association on any private business of the Owner during the hours such employee is employed by the Association, nor shall any Owner direct, supervise or in any manner attempt to assert control over any employee of the Association;

(p) no fence, wall, hedge or shrub which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street right-of-way lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet from the intersection of street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines;

(q) no vehicle shall be parked on streets or driveways so as to obstruct ingress and egress by Owners of Lots, their families, guests, and invitees except for the reasonable needs of emergency, construction, or service vehicles for a time limited to as briefly as possible. For a period not to exceed forty-eight (48) hours, family, guests, and invitees may park their vehicles in the street appurtenant to any Unit;

- (r) the garage doors of each Unit shall be kept closed at all times and the Association shall have the right to enter any Unit and close the garage doors at any time they are found open;
- (s) no motorized vehicle may be operated at any time on any Lot hereby restricted unless the driver of such vehicle has a valid license as an operator or chauffeur as such terms are defined by the laws of the State of Missouri. No licensed or unlicensed driver may operate a motorized vehicle on any vacant Lot hereby restricted without the consent, in writing, of the Board;
- (t) no solar panels or other apparatus shall be placed upon the roof of any Unit without the prior approval of the Association;
- (u) no above-ground swimming pool or hot tub shall be maintained above the surface of the ground without prior approval by the Association; provided, however, that above-ground hot tubs may be maintained if adequately screened and if approved in writing by the Association;
- (v) no fences or walls shall be erected or maintained upon any Lot, except as installed in accordance with the initial construction of the Unit or as subsequently approved or installed by the Association. In no event shall boundary fences be installed which have been prohibited by the City of Springfield, Missouri as set forth in the final plan approval for the Properties;
- (w) no basketball goals, whether attached to a Unit or pole mounted, shall be permitted upon any Lot;
- (x) no Owner shall replace house numbers unless they are of the same size, color, quality, and material as the original house numbers installed at the time of original construction;
- (y) no Owner shall place or permit to be placed upon any Unit any exterior lighting except as originally installed with the initial construction or as subsequently approved by the Association;
- (z) no air conditioning apparatus or unsightly projection shall be attached or affixed to the front of any Unit;
- (aa) no mailbox or standard therefor shall be erected without the prior approval of style, construction and location being granted by the Association.

The foregoing restrictions are established with the intent of creating and maintaining a residential neighborhood possessing features of more than ordinary value in the

community. Such provisions shall be interpreted so as to assure the Properties retain a uniform appearance consistent with the initial construction.

8.2 Association and Declarant Exceptions. The covenants of this Article VIII shall not apply to the activities of the Association, a not-for-profit corporation incorporated or to be incorporated under the laws of the State of Missouri, nor to Declarant. Declarant may maintain, while constructing and selling the Units in or upon such portions of the Properties as Declarant determines, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs.

ARTICLE IX PROPERTY RIGHTS

9.1 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Properties 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 the recreational facility, if any, situated upon the Common Properties;
- (b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities, if any, by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by more than fifty percent (50%) of the Members has been recorded.

9.2 Delegation of Use. Any Owner may delegate, in accordance with these By-Laws, his right of enjoyment to the Common Properties and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE X
PROPERTY OWNERS ASSOCIATION MEMBERSHIP, VOTING AND MANAGEMENT

10.1 Membership in the Property Owners Association shall be limited to the Owners of Lots within the District, and every such Owner shall automatically be and become a member upon acquisition of fee title to a Lot. The Property Owners Association shall have only one class of membership. Each member shall have one vote for each Lot for which he is the Owner and upon which he shall not be delinquent in the payment of any assessment; provided, however, that when more than one person is an Owner of any particular Lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall the vote be divided nor shall more than one vote be cast with respect to such Lot.

10.2 BY-LAWS. (Meetings)

(a) Annual Meeting. An annual meeting shall be held once each calendar year for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. The annual meeting shall be held at the time and place designated by the Board from time to time.

(b) Notice. Written notice of all meetings shall be provided under this section or as otherwise required by law. The Notice shall state the place, date, and hour of meeting, and if for a special meeting, the purpose of the meeting. Such notice shall be mailed to all directors of record at the address shown on the corporate books, at least 10 days prior to the meeting. Such notice shall be deemed effective when deposited in ordinary U.S. mail, properly addressed, with postage prepaid.

(c) Place of Meeting. Meetings shall be held at the organization's principal place of business unless otherwise stated in the notice.

(d) Quorum. A majority of the directors shall constitute a quorum at a meeting. In the absence of a quorum, a majority of the directors may adjourn the meeting to another time without further notice. If a quorum is represented at an adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally scheduled. The directors present at a meeting represented by a quorum may continue to transact business until adjournment, even if the withdrawal or departure of some directors results in representation of less than a quorum.

BY-LAWS. (Directors)

(e) Number of Directors. The organization shall be managed by a Board of Directors consisting of 7 director(s).

(f) Election and Term of Office. The directors shall be elected at the annual meeting. Each director who is also an officer shall serve a term of 2 year(s), or until a successor has been elected and qualified. The directors who are not office holders shall be at large members of the Board and shall serve a one (1) year term. The President and Secretary shall be elected in odd numbered years. All other officers shall be elected in even numbered years.

(g) Adverse Interest. In the determination of a quorum of the directors, or in voting, the disclosed adverse interest of a director shall not disqualify the director or invalidate his or her vote.

(h) Special Meeting. Special meetings may be requested by the President, Vice-President, Secretary, or any two directors by providing five days' written notice by ordinary United States mail, effective when mailed. Minutes of the meeting shall be sent to the Board within two weeks after the meeting.

(i) Procedures. The vote of a majority of the directors present at a properly called meeting at which a quorum is present shall be the act of the Board, unless the vote of a greater number is required by law or by these by-laws for a particular resolution. A director of the organization who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless their dissent shall be entered in the minutes of the meeting. The Board shall keep written minutes of its proceedings in its permanent records.

(j) Informal Action. Any action required to be taken at a meeting of directors, or any action which may be taken at a meeting of directors or of a committee of directors, may be taken without a meeting if a consent in writing setting forth the action so taken, is signed by all of the directors or all of the members of the committee of directors, as the case may be.

(k) Removal / Vacancies. A director shall be subject to removal, with or without cause, at a meeting called for that purpose. Any vacancy that occurs on the Board, whether by death, resignation, removal or any other cause, may be filled by the remaining directors. A director elected to fill a vacancy shall serve the remaining term of his or her predecessor, or until a successor has been elected and qualified.

(l) Committees. To the extent permitted by law, the Board may appoint from its members a committee or committees, temporary or permanent, and designate the duties, powers and authorities of such committees. One of the committees shall be the Architectural Committee which shall be chaired by an at-large member of the Board who shall conduct such meetings as required pursuant to the rules set forth herein for the meetings of the Board. The President shall be a member of this committee and the Board shall appoint an additional member of the Board as the third member of this committee.

BY-LAWS. (Officers)

(m) Number of Officers. The officers of the organization shall be a President, one or more Vice-Presidents (as determined by the Board of Directors), a Treasurer, and a Secretary. Two or more offices may be held by one person. The President may not serve concurrently as a Vice President.

(n) President/Chairman. The President shall be the chief executive officer and shall preside at all meetings of the Board and its Executive Committee, if such a committee is created by the Board.

(o) Vice President. The Vice President shall perform the duties of the President in the absence of the President and shall assist that office in the discharge of its leadership duties. In addition, the Vice President shall negotiate and oversee the performance of all contracts of the Association

(p) Secretary. The Secretary shall give notice of all meetings of the Board and Executive Committee, shall keep an accurate list of the directors, and shall have the authority to certify any records, or copies of records, as the official records of the organization. The Secretary shall maintain the minutes of the Board meetings and all committee meetings.

(q) Treasurer/CFO. The Treasurer shall be responsible for conducting the financial affairs of the organization as directed and authorized by the Board and Executive Committee, if any, and shall make reports of corporate finances as required, but no less often than at each meeting of the Board and Executive Committee. The Treasurer shall become the registered agent of the Association and shall make all required reports with the Secretary of State of Missouri.

(r) Removal or Vacancy. The Board shall have the power to remove an officer or agent of the organization. Any vacancy that occurs for any reason may be filled by the Board.

BY-LAWS. (Corporate Seal, Execution of Instruments)

(s) The organization shall not have a corporate seal. All instruments that are executed on behalf of the organization which are acknowledged and which affect an interest in real estate shall be executed by the President or any Vice-President and the Secretary or Treasurer. All other instruments executed by the organization, including a release of mortgage or lien, may be executed by the President or any Vice-President. Notwithstanding the preceding provisions of this section, any written instrument may be executed by any officer (s) or agent(s) that are specifically designated by resolution of the Board of Directors.

BY-LAWS. (Amendment to By-Laws)

(t) These By-Laws (Section 10.2 hereof) may be amended, altered, or repealed by the Board by a majority of a quorum vote at any regular or special meeting. The text of the proposed change shall be distributed to all board members at least ten (10) days before the meeting. Any such amendment to the By-Laws may, but are not required to be, recorded with the Greene County Recorder.

BY-LAWS. (Indemnification)

(u) Any director or officer who is involved in litigation by reason of his or her position as a director or officer of this organization shall be indemnified and held harmless by the organization to the fullest extent authorized by law as it now exists or may subsequently be amended (but, in the case of any such amendment, only to the extent that such amendment permits the organization to provide broader indemnification rights).

**ARTICLE XI
POWERS AND DUTIES OF THE PROPERTY OWNERS ASSOCIATION**

11.1 In addition to the powers granted by other portions hereof, by any deeds, declarations or plats covering the property in the District or by law, the Property Owners Association shall have the power and authority to do and perform all such acts as may be deemed necessary or appropriate by its Board to carry out and effectuate the purposes of this Declaration, including, without limitation:

(a) To enforce, in its own name, any and all building, use or other restrictions, obligations, agreements or reservations which have been or hereafter may be imposed upon any of the Lots; provided, however, that this right of enforcement shall not serve to prevent changes, releases or

modifications of restrictions, obligations, agreements or reservations from being made by the parties having the right to make such changes, releases or modifications under the terms of the deeds, declarations or plats in which such restrictions, obligations, agreements and reservations are set forth. The expense and cost of any such enforcement proceedings by the Property Owners Association may be paid out of the general fund of the Property Owners Association, as herein provided. Nothing herein contained shall be deemed or construed to prevent any Owner from enforcing any building, use or other restrictions in its or his or her own name.

(b) To acquire and own title to or interests in, and exercise control over, the Common Areas, subject to the rights (including ownership) of any governmental authority, utility or any other person or entity therein or thereto.

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

(d) To levy and collect the assessments which are provided for in this Declaration and to maintain accounts and accounting records with respect thereto.

(e) To enter into and perform agreements from time to time with other parties regarding the performance of services and matters benefiting the Property Owners Association and its members and the sharing of the expenses associated therewith as the Board may from time to time decide.

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

(g) To engage the services of a security guard or security patrol service.

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

(i) To exercise any architectural and aesthetic control and authority

given and assigned to it in this Declaration or in any other deed, declaration or plat relating to all or any part of the District.

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

(k) To exercise such other powers as may be set forth in the Articles of Incorporation or By-Laws of the Property Owners Association.

11.2 In addition to the duties required by other portions of this Declaration and by law, the Property Owners Association shall have the following duties and obligations with respect to providing services to Owners within the District:

(a) To the extent not provided as a service by any governmental authority, the Property Owners Association shall exclusively provide for the collection and disposal of rubbish and garbage for each residence one day per week (which day shall be the same for all residences).

(b) Except as otherwise provided in any agreement with the Developer, the Property Owners Association shall at all times pay and be responsible for the proper maintenance of, and shall maintain, the Common Areas, including, but not limited to, drainage detention facilities, subject to any control thereover maintained by any governmental authority, utility or other person or entity.

ARTICLE XII METHOD OF PROVIDING GENERAL FUNDS

12.1 For the purpose of providing a general fund to enable the Property Owners Association to exercise the powers, maintain the improvements and render the services provided for herein, all Lots in the District shall be subject to an annual assessment to be paid to the Property Owners Association by the respective Owners thereof as provided in this Article X. The amount of such assessment per Lot shall be fixed periodically by the Property Owners Association.

12.2 The rate of assessment upon each Lot in the District may be increased or decreased (a) annually by the Board to an amount not to exceed twenty-five percent (25%) of the rate of assessment then in effect, or (b) at any time or times at a meeting of the members specially called for that purpose and of which advance notice is given and if more than fifty percent (50%) of the members present at such meeting and entitled to vote authorize such increase or decrease by an affirmative vote therefor; provided, however,

that the rate of assessment may not be less than an amount that is necessary to permit the Property Owners Association to perform its duties as specified.

12.3 The assessment provided for herein shall be due and payable on such dates as shall be determined by the Board from time to time, and may be made payable in installments at the discretion and in such manner as the Board shall determine; provided, however, that the first assessment for each Lot shall be due and payable upon the earlier of occupancy of the residence on the Lot or the closing of the sale of the Lot from the builder to the buyer and shall be prorated as of the date thereof. No Owner or Lot shall be entitled to receive any services to be provided by and through the Property Owners Association or to use any Common Areas other than streets until such time as the first assessment has been paid.

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

ARTICLE XIII LIEN ON REAL ESTATE

13.1 Each Owner shall be personally liable for payment of all assessments becoming due and payable during the time such Owner holds fee title to a Lot, and the assessment shall become a lien on such Lot as soon as it is due and payable. In the event of the failure of any Owner to pay any assessment within thirty (30) days of the due date thereof, then such assessment shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid. Should an attorney be engaged to collect any assessment hereunder, all costs of collecting such assessment, including court costs and reasonable attorneys' fees, shall, to the extent permitted by applicable law, be added to the amount of the assessment being collected and the lien on the Lot.

13.2 All liens on any Lot for assessments provided for herein shall not be inferior and subordinate to the lien of any valid purchase money first mortgage or deed of trust

which may be placed upon such Lot after the recording hereof.

13.3 Nonpayment of any assessment provided for herein within thirty (30) days from the due date thereof shall cause such assessment to become delinquent. Payment of both principal and interest of a delinquent assessment may be enforced as a mortgage lien on such Lot through proceedings in any court in Greene County, Missouri, having jurisdiction of suits for the enforcement of such liens, or by any other appropriate proceedings allowed by law. The Property Owners Association may file certificates of nonpayment of assessments in the office of the Recorder of Deeds of Greene County, Missouri, whenever any assessment is delinquent. For each certificate so filed, the Property Owners Association shall be entitled to collect from the Owner of the Lot described therein a fee established by the Property Owners Association from time to time, which initially shall be \$100.00, which fee shall be added to the amount of the delinquent assessment and the lien on the Lot.

13.4 Such liens shall continue for a period of ten (10) years from the date of delinquency and no longer, unless within such period suit shall have been instituted for collection of the assessment, in which case the lien shall continue until payment in full or termination of the suit and sale of the property under execution of judgment.

13.5 The Property Owners Association may cease to provide any or all of the services to be provided by or through the Property Owners Association with respect to any Lot during any period that the Owner is delinquent in the payment of any assessment (including special assessments) due under this Declaration, and no such cessation of services shall result in a reduction of any amount due from the Owner before, during or after such cessation. No Owner shall be entitled to use any Common Areas (other than streets) during such period of delinquency.

ARTICLE XIV SPECIAL ASSESSMENTS

14.1 In addition to the other assessments provided for herein, the Board (a) shall have the authority to levy from time to time a special assessment against any Lot and its Owner to the extent the Property Owners Association expends any money (whether for services or materials or otherwise) to correct or eliminate any breach by such Owner of any agreement, obligation, reservation or restriction contained in any deed, declaration or plat covering such Lot (including, without limitation, to maintain or repair any Lot or improvement thereon) and (b) shall levy from time to time special assessments against each and every Lot in an equal amount that is sufficient, when aggregated, to enable the Property Owners Association to perform its duties as specified herein that require any expenditure during any period in an amount in excess of the general funds of the Property Owners Association available therefor. In addition, special assessments against each and every Lot to pay the costs of constructing, maintaining, altering or repairing any Common Area or improvement thereon may be levied if more than fifty percent (50%) of the Owners

present and entitled to vote at a meeting of the members specially called for that purpose and of which advance notice is given to authorize such special assessments by an affirmative vote therefor. Special assessments shall be due and payable, shall be the personal obligation of the then-Owner of each Lot and shall become a lien on such Lot upon notice to such Owner of the assessment. Interest at the rate of eighteen percent (18%) per annum shall accrue from the due date until paid and shall also be part of the lien against such Lot. Such lien shall be enforced and terminated in accordance with the provisions of Article XIII above.

ARTICLE XV LIMITATION ON EXPENDITURES

15.1 The Property Owners Association shall at no time expend more money within any one year than the total amount of the assessments (including special assessments) for that particular year, plus any surplus and available reserves which it may have on hand from prior years; nor shall the Property Owners Association have the power to enter into any contract which binds the Property Owners Association to pay for any obligation out of the assessments for any future year, except for contracts for utilities, maintenance or similar services or matters to be performed for or received by the Property Owners Association or its members in subsequent years.

ARTICLE XVI NOTICES

16.1 At least thirty (30) days prior to any meeting of the Property Owners Association, it shall give written notice to all members of the place, time and purpose of the regular or special meeting of the Property Owners Association.

16.2 The Property Owners Association shall designate from time to time, by notice to all Owners, the place where payment of assessments shall be made and the place or places where other business in connection with the Property Owners Association may be transacted and where the Property Owners Association may be contacted.

16.3 All notices required or permitted under this Declaration shall be deemed given if deposited in the United States Mail, postage prepaid, and addressed to the person entitled to such notice at the last address listed with the Property Owners Association for such person. Notice to one co-owner shall constitute notice to all co-owners.

ARTICLE XVII OBSERVANCE OF ALL LAWS

17.1 The Property Owners Association shall at all times observe all applicable federal, state, county, city or other laws, rules, regulations and ordinances. If at any time any of the provisions of this Declaration shall be found to be in conflict with such laws,

rules, regulations or ordinances such provisions shall be of no force or effect to the extent of such conflict for so long as such conflict exists, but no other parts of this Declaration not in conflict therewith shall be affected thereby.

**ARTICLE XVIII
AMENDMENT AND TERMINATION**

18.1 This Declaration may be amended or modified, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by the Owners of more than fifty percent (50%) of the Lots within the District as then constituted, except that any and all provisions dealing with common areas including, but not limited, to drainage easements and detention areas may not be amended without the express written consent of the City. The Association cannot be dissolved without the written consent of the City.

**ARTICLE XIX
COVENANTS RUNNING WITH THE LAND**

19.1 All provisions of this Declaration shall be deemed to be covenants running with the land and into whosoever hands any of the property in the District shall come, for the benefit of all the land in the District.

**ARTICLE XX
SEVERABILITY**

20.1 Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

By attaching my signature hereto in the presence of a notary, I hereby vote in favor of the Resolution of the Ashley Park Homeowners' Association dated January 9, 2014, to-wit:

BE IT RESOLVED that the revision of the Covenants and By-Laws, now to be known as the "Declarations" as amended and edited, be adopted.

X <u>Cynthia M Sites</u> Print name: <u>Cynthia M Sites</u> Ashley Park Address: <u>3555 E Loren St</u>	X <u>Douglas R Sites</u> Print name: <u>DOUGLAS R SITES</u> Ashley Park Address: <u>3555 E LOREN ST</u>
X <u>Doris A Mitchell</u> Print name: <u>DORIS A. MITCHELL</u> Ashley Park Address: <u>1118 S. CARRIAGE AVE</u>	X <u>Lori W. Fan</u> Print name: <u>LORI W. FAN</u> Ashley Park Address: <u>1017 S. Carriage Ct</u>
X <u>Adin Baran</u> Print name: <u>ADIN BARAN</u> Ashley Park Address: <u>942 S. CARRIAGE AVE</u>	X <u>Corinna Baran</u> Print name: <u>CORINNA BARAN</u> Ashley Park Address: <u>942 S. Carriage Ave</u>

STATE OF MISSOURI)
) ss.
 COUNTY OF GREENE)

On this 24th day of July, 2014, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.


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

V. Bailey
 Notary Public
 (Print Name)
 My Commission Expires: 1/23/15

By attaching my signature hereto in the presence of a notary, I hereby vote in favor of the Resolution of the Ashley Park Homeowners' Association dated January 9, 2014, to-wit:


BE IT RESOLVED that the revision of the Covenants and By-Laws, now to be known as the "Declarations" as amended and edited, be adopted.


<input checked="" type="checkbox"/>	CAROL NACHBAR
Print name:	<i>Carol Nachbar</i>
Ashley Park	
Address:	
	1142 } S. Carriage Ave
	1139 }
	459 }
<input checked="" type="checkbox"/>	7008 } <i>Carol Nachbar</i>
Print name:	CAROL NACHBAR
Ashley Park	
Address:	

STATE OF MISSOURI)
COUNTY OF <u>Stone</u>) ss.
On this <u>21st</u> day of <u>January</u> , 2014, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.	
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.	
	VALARIE J. GIVENS My Commission Expires May 14, 2017 Stone County Commission #13782040
	<i>Valarie J. Givens</i> Notary Public <u>Valarie J. Givens</u> (Print Name)
	My Commission Expires: <u>5/14/2017</u>

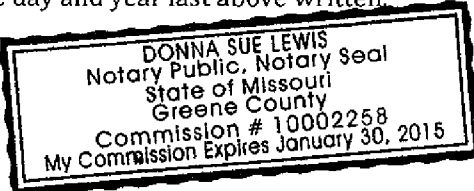
By attaching my signature hereto in the presence of a notary, I hereby vote in favor of the Resolution of the Ashley Park Homeowners' Association dated January 9, 2014, to-wit:

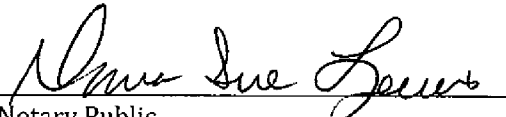
BE IT RESOLVED that the revision of the Covenants and By-Laws, now to be known as the "Declarations" as amended and edited, be adopted.

X 
Print name: William D. Tammons
Ashley Park
Address: 1018 S. Carriage Ct
Springfield, MO 65809

X 
Print name: Ann Tammons
Ashley Park
Address: 1018 S. Carriage Ct
Springfield, MO 65809

STATE OF MISSOURI)
COUNTY OF Greene) ss.
On this 31 day of March January, 2014, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.




Notary Public
Donna Sue Lewis
(Print Name)
My Commission Expires: 1/30/15

By attaching my signature hereto in the presence of a notary, I hereby vote in favor of the Resolution of the Ashley Park Homeowners' Association dated January 9, 2014, to-wit:

BE IT RESOLVED that the revision of the Covenants and By-Laws, now to be known as the "Declarations" as amended and edited, be adopted.

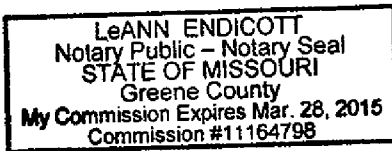
X Zhanna Graesser
 Print name: Zhanna Graesser
 Ashley Park
 Address: 1125 S. Carriage Ave

X _____
 Print name: _____
 Ashley Park
 Address: _____

STATE OF MISSOURI)
) ss.
 COUNTY OF GREENE)

On this 29th day of _____ January, 2014, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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




LeAnn Endicott
 Notary Public
LeAnn Endicott
 (Print Name)

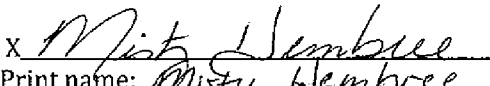
My Commission Expires: 3/28/15

By attaching my signature hereto in the presence of a notary, I hereby vote in favor of the Resolution of the Ashley Park Homeowners' Association dated January 9, 2014, to-wit:

BE IT RESOLVED that the revision of the Covenants and By-Laws, now to be known as the "Declarations" as amended and edited, be adopted.

X 

Print name: DAVID HEMBREE
 Ashley Park
 Address: 3537 E LOREN

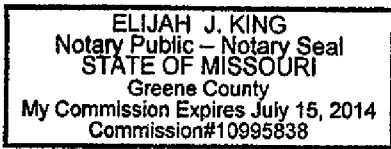
X 


Print name: Misty Hembree
 Ashley Park
 Address: 3537 E. Loren

STATE OF MISSOURI)
) ss.
COUNTY OF AA GREENE)

On this 14 day of MAKCH ~~January~~, 2014, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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




 Notary Public
ELIJAH KING
 (Print Name)

My Commission Expires: July 15, 2014

By attaching my signature hereto in the presence of a notary, I hereby vote in favor of the Resolution of the Ashley Park Homeowners' Association dated January 9, 2014, to-wit:

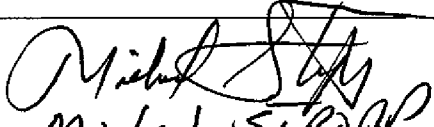
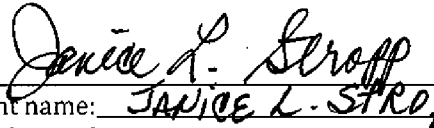
BE IT RESOLVED that the revision of the Covenants and By-Laws, now to be known as the "Declarations" as amended and edited, be adopted.

<p>X <u>Susan Sanders</u> Print name: <u>SUSAN SANDERS</u> Ashley Park Address: <u>1002 S. Carriage Ave</u></p> <p>X <u>N/A</u> Print name: _____ Ashley Park Address: _____</p>
--

<p>STATE OF MISSOURI) COUNTY OF <u>Greene</u>) ss.</p> <p>On this <u>11th</u> day of <u>March</u> January, 2014, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.</p> <p>IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.</p> <div data-bbox="289 1480 695 1648" data-label="Image"></div> <p><u>Michael Plank</u> Notary Public (Print Name)</p> <p>My Commission Expires: <u>Sept. 12, 2015</u></p>

By attaching my signature hereto in the presence of a notary, I hereby vote in favor of the Resolution of the Ashley Park Homeowners' Association dated January 9, 2014, to-wit:

BE IT RESOLVED that the revision of the Covenants and By-Laws, now to be known as the "Declarations" as amended and edited, be adopted.

X	
	Print name: <u>Michael Stroff</u>
	Ashley Park
	Address: <u>966 S. Carriage Ave</u>
X	
	Print name: <u>JANICE L. STROFF</u>
	Ashley Park
	Address: <u>966 S. Carriage Ave</u>

STATE OF MISSOURI)
) ss.
COUNTY OF <u>Greene</u>)
On this <u>7th</u> day of <u>March</u> January , 2014, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.	
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.	
	<u>Erin E. Mitchell</u> Notary Public <u>Erin E. Mitchell</u> (Print Name)
ERIN E. MITCHELL Comm.#13712703 Greene County State of Missouri My Commission Expires May 17, 2017	My Commission Expires: <u>5/17/2017</u>

By attaching my signature hereto in the presence of a notary, I hereby vote in favor of the Resolution of the Ashley Park Homeowners' Association dated January 9, 2014, to-wit:

BE IT RESOLVED that the revision of the Covenants and By-Laws, now to be known as the "Declarations" as amended and edited, be adopted.

x Kathleen Schlueter
 Print name: Kathleen Schlueter
 Ashley Park
 Address: 1147 S Carriage Ave

[Signature]
 Print name: MICHAEL J. SCHLUETER
 Ashley Park
 Address: 1147 S. CARRIAGE AVE.
SPRINGFIELD, MO.

STATE OF MISSOURI)
COUNTY OF Greene) ss.

On this 8th day of March ~~January~~, 2014, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

V. BAILEY
 Notary Public - Notary Seal
 State of Missouri
 Commissioned for Greene County
 My Commission Expires: January 23, 2015
 Commission Number: 11519698

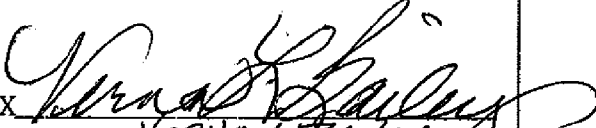
Commission number

V. Bailey
 Notary Public
V. BAILEY
 (Print Name)

My Commission Expires: 1/23/15

By attaching my signature hereto in the presence of a notary, I hereby vote in favor of the Resolution of the Ashley Park Homeowners' Association dated January 9, 2014, to-wit:

BE IT RESOLVED that the revision of the Covenants and By-Laws, now to be known as the "Declarations" as amended and edited, be adopted.

X 
Print name: VERNA L. BAILEY
Ashley Park
Address: 953 S. CARRIAGE AVE

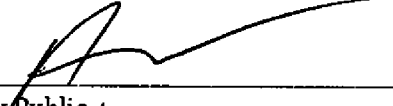
X _____
Print name: _____
Ashley Park
Address: _____

STATE OF MISSOURI)
COUNTY OF Greene) ss.

On this 23rd day of January, January, 2014, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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


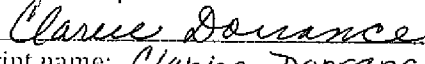
ADAM MULLIGAN
Notary Public, Notary Seal
State of Missouri
Greene County
Commission # 13806484
My Commission Expires December 06, 2017

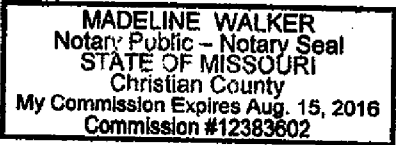
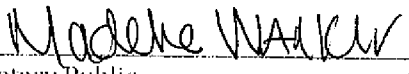

Notary Public
ADAM MULLIGAN
(Print Name)

My Commission Expires: 12-06-2017

By attaching my signature hereto in the presence of a notary, I hereby vote in favor of the Resolution of the Ashley Park Homeowners' Association dated January 9, 2014, to-wit:

BE IT RESOLVED that the revision of the Covenants and By-Laws, now to be known as the "Declarations" as amended and edited, be adopted.


X
Print name: <u>Ally DORRANCE</u>
Ashley Park
Address: <u>1022 S. CARRIAGE CT.</u>
<u>SPRINGFIELD, MO. 65809</u>

X
Print name: <u>Clarice DORRANCE</u>
Ashley Park
Address: <u>1022 S. Carriage Ct</u>
<u>Springfield, Mo, 65809</u>

STATE OF MISSOURI)
COUNTY OF <u>GREENE</u>) ss.
On this <u>15th</u> day of <u>March</u> <u>2014</u> January, 2014, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.	
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.	
	
	Notary Public
	<u>Madeline Walker</u>
	(Print Name)
	My Commission Expires: <u>8-15-2016</u>

By attaching my signature hereto in the presence of a notary, I hereby vote in favor of the Resolution of the Ashley Park Homeowners' Association dated January 9, 2014, to-wit:

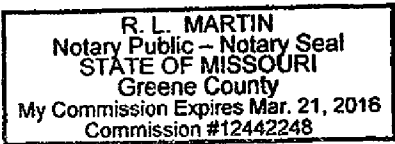
BE IT RESOLVED that the revision of the Covenants and By-Laws, now to be known as the "Declarations" as amended and edited, be adopted.

x Elizabeth Coverdell, TTEE
Print name: Elizabeth Coverdell
Ashley Park
Address: 3401 E. Larch Street

x Elizabeth Coverdell, TTEE
Print name: Elizabeth Coverdell
Ashley Park
Address: 3401 E. Larch Street

STATE OF MISSOURI)
COUNTY OF Greene) ss.
On this 7th day of _____ January, 2014, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

 R. L. MARTIN
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Mar. 21, 2016
Commission #12442248

R. L. Martin
Notary Public
R. L. Martin
(Print Name)

My Commission Expires: 3/21/16

By attaching my signature hereto in the presence of a notary, I hereby vote in favor of the Resolution of the Ashley Park Homeowners' Association dated January 9, 2014, to-wit:

BE IT RESOLVED that the revision of the Covenants and By-Laws, now to be known as the "Declarations" as amended and edited, be adopted.

<input checked="" type="checkbox"/> <u>Barbara Barnhill</u> Print name: <u>BARBARA BARNHILL</u> Ashley Park Address: <u>947 S. CARRIAGE AVE</u> <u>Springfield, MO 65809</u>
<input type="checkbox"/> <u>N/A</u> Print name: _____ Ashley Park Address: _____

STATE OF MISSOURI) COUNTY OF <u>Barry</u>) ss.
On this <u>17</u> day of <u>July</u> , January , 2014, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.
<div data-bbox="191 1262 578 1409" style="border: 1px solid black; padding: 5px; display: inline-block;">DONNA MALLAMS Notary Public - Notary Seal STATE OF MISSOURI Barry County My Commission Expires May 17, 2017 Commission #13430759</div> <div style="margin-left: 20px;"><u>Donna Mallams</u> Notary Public <u>Donna Mallams</u> (Print Name) My Commission Expires: <u>05-17-17</u></div>

By attaching my signature hereto in the presence of a notary, I hereby vote in favor of the Resolution of the Ashley Park Homeowners' Association dated January 9, 2014, to-wit:

BE IT RESOLVED that the revision of the Covenants and By-Laws, now to be known as the "Declarations" as amended and edited, be adopted.

<p>X <u>Edonna R. Braswell</u> Print name: <u>Edonna R. Braswell</u> Ashley Park Address: <u>967 S. Carriage Ave.</u></p>	<p>X <u>Loretta Griffaw</u> Print name: <u>LORETTA GRIFFAW</u> Ashley Park Address: <u>1108 S Carriage Pl</u></p>
<p>X <u>Barbara J. Touchstone</u> Print name: <u>Barbara J. Touchstone</u> Ashley Park Address: <u>943 S. Carriage Ave.</u></p>	<p>X <u>Sergey Bedin</u> Print name: <u>Sergey Bedin</u> Ashley Park Address: <u>3549 E. Delmar, st.</u></p>
<p>X <u>Carley M Touchstone</u> Print name: <u>Carley M Touchstone</u> Ashley Park Address: <u>943 S. Carriage Ave</u></p>	<p>X <u>Olga Bedin</u> Print name: <u>Olga Bedin</u> Ashley Park Address: <u>3549 E. Delmar st</u></p>

STATE OF MISSOURI)
) ss.
 COUNTY OF GREENE)

On this 25th day of January, 2014, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

V. BAILEY
 Notary Public - Notary Seal
 State of Missouri
 Commissioned for Greene County
 My Commission Expires: January 23, 2015
 Commission Number: 11519698

V. Bailey
 Notary Public
V. Bailey
 (Print Name)
 My Commission Expires: 1/23/15

By attaching my signature hereto in the presence of a notary, I hereby vote in favor of the Resolution of the Ashley Park Homeowners' Association dated January 9, 2014, to-wit:

BE IT RESOLVED that the revision of the Covenants and By-Laws, now to be known as the "Declarations" as amended and edited, be adopted.

<p>x <u>Katherine A. Murgel</u> Print name: <u>KATHERINE A MURGEL</u> Ashley Park Address: <u>1130 S. CARRIAGE AVE</u></p>	<p>x <u>Justin Leineweaver</u> Print name: <u>Justin Leinaweaver</u> Ashley Park Address: <u>941 S. Carriage Ave</u></p>
<p>x <u>Nicole Fullerton</u> Print name: <u>Nicole Fullerton</u> Ashley Park Address: <u>3552 E Loren</u></p>	<p>x <u>Elaine Leinaweaver</u> Print name: <u>ELAINE LEINAWEAVER</u> Ashley Park Address: <u>941 S. CARRIAGE AVE.</u></p>
<p>x <u>Brent Fullerton</u> Print name: <u>BRENT FULLERTON</u> Ashley Park Address: <u>3552 E LOREN</u></p>	<p>x <u>Karen Smith</u> Print name: <u>KAREN SMITH</u> Ashley Park Address: <u>958 S. CARRIAGE AVE</u></p>

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 25th day of January, 2014, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

V. BAILEY
Notary Public - Notary Seal
State of Missouri
Commissioned for Greene County
My Commission Expires: January 23, 2015
Commission Number: 11519698

V. Bailey
Notary Public
V. Bailey
(Print Name)
My Commission Expires: 1/23/15

By attaching my signature hereto in the presence of a notary, I hereby vote in favor of the Resolution of the Ashley Park Homeowners' Association dated January 9, 2014, to-wit:

BE IT RESOLVED that the revision of the Covenants and By-Laws, now to be known as the "Declarations" as amended and edited, be adopted.

<input checked="" type="checkbox"/> <u>Sherry K. McPherson</u> Print name: <u>Sherry McPherson</u> Ashley Park Address: <u>1032 S. CARRIAGE AVE.</u>	<input checked="" type="checkbox"/> <u>Robert W. McPherson</u> Print name: <u>ROBERT W. McPHERSON</u> Ashley Park Address: <u>1032 S. CARRIAGE AVE</u>
<input checked="" type="checkbox"/> <u>Verl Smith</u> Print name: <u>VERL SMITH</u> Ashley Park Address: <u>958 S CARRIAGE</u>	<input type="checkbox"/> Print name: _____ Ashley Park Address: _____
<input type="checkbox"/> Print name: _____ Ashley Park Address: _____	<input type="checkbox"/> Print name: _____ Ashley Park Address: _____

STATE OF MISSOURI)
) ss.
 COUNTY OF GREENE)

On this 9th day of March, 2014, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

V. BAILEY
 Notary Public - Notary Seal
 State of Missouri
 Commissioned for Greene County
 My Commission Expires: January 23, 2015
 Commission Number: 11519698

V. Bailey
 Notary Public
 V. Bailey
 (Print Name)
 My Commission Expires: 1/23/15

By attaching my signature hereto in the presence of a notary, I hereby vote in favor of the Resolution of the Ashley Park Homeowners' Association dated January 9, 2014, to-wit:

BE IT RESOLVED that the revision of the Covenants and By-Laws, now to be known as the "Declarations" as amended and edited, be adopted.

X	<u>Steve Langley</u>
Print name:	<u>Steve Langley</u>
Ashley Park	<u>1124 S. Carriage Ave.</u>
Address:	_____
X	_____
Print name:	_____
Ashley Park	_____
Address:	_____

STATE OF MISSOURI)
COUNTY OF Greene) ss.

On this 9th day of March, ~~January~~, 2014, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

V. BAILEY
Notary Public - Notary Seal
State of Missouri
Commissioned for Greene County
My Commission Expires: January 23, 2015
Commission Number: 11519698

V. Bailey
Notary Public
V. Bailey
(Print Name)

My Commission Expires: 1/23/15

By attaching my signature hereto in the presence of a notary, I hereby vote in favor of the Resolution of the Ashley Park Homeowners' Association dated January 9, 2014, to-wit:

BE IT RESOLVED that the revision of the Covenants and By-Laws, now to be known as the "Declarations" as amended and edited, be adopted.

X <u><i>Ron Ekins</i></u> Print name: <u>Ron Ekins</u> Ashley Park Address: <u>948 S. Carriage Ave</u> <u>Springfield MO</u>
X <u><i>Michelle Ekins</i></u> Print name: <u>MICHELLE EKINS</u> Ashley Park Address: <u>948 S. Carriage Ave.</u>

STATE OF MISSOURI) COUNTY OF <u>Greene</u>) ss. On this <u>8th</u> day of <u>March</u> January , 2014, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written. <table border="1"><tr><td>V. BAILEY Notary Public - Notary Seal State of Missouri Commissioned for Greene County My Commission Expires: January 23, 2015 Commission Number: 11519698</td></tr></table> <u><i>V. Bailey</i></u> Notary Public <u>V. Bailey</u> (Print Name) My Commission Expires: <u>1/23/15</u>	V. BAILEY Notary Public - Notary Seal State of Missouri Commissioned for Greene County My Commission Expires: January 23, 2015 Commission Number: 11519698
V. BAILEY Notary Public - Notary Seal State of Missouri Commissioned for Greene County My Commission Expires: January 23, 2015 Commission Number: 11519698	

By attaching my signature hereto in the presence of a notary, I hereby vote in favor of the Resolution of the Ashley Park Homeowners' Association dated January 9, 2014, to-wit:

BE IT RESOLVED that the revision of the Covenants and By-Laws, now to be known as the "Declarations" as amended and edited, be adopted.

<p>X <u>Ruth Wittmer</u> Print name: <u>Ruth Wittmer</u> Ashley Park Address: <u>3608 E Loren</u></p> <p>X _____ Print name: _____ Ashley Park Address: _____</p>

<p>STATE OF MISSOURI) COUNTY OF <u>Greene</u>) ss. On this <u>25th</u> day of <u>January</u>, January, 2014, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.</p> <p>IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.</p> <div data-bbox="251 1470 600 1627"><p>V. BAILEY Notary Public - Notary Seal State of Missouri Commissioned for Greene County My Commission Expires: January 23, 2015 Commission Number: 11519698</p></div> <p><u>V. Bailey</u> Notary Public <u>V. Bailey</u> (Print Name) My Commission Expires: <u>1/23/15</u></p>
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By attaching my signature hereto in the presence of a notary, I hereby vote in favor of the Resolution of the Ashley Park Homeowners' Association dated January 9, 2014, to-wit:

BE IT RESOLVED that the revision of the Covenants and By-Laws, now to be known as the "Declarations" as amended and edited, be adopted.

X Kathryn M Renfro
Print name: Kathryn M Renfro
Ashley Park
Address: 3553 E Delmar
Springfield, MO
65809

X _____
Print name: _____
Ashley Park
Address: _____

STATE OF MISSOURI)
COUNTY OF Greene) SS

On this 25 day of Jan January, 2014, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

V. Bailey
Notary Public
V. Bailey
(Print Name)

My Commission Expires: 1/23/15

V. BAILEY
Notary Public - Notary Seal
State of Missouri
Commissioned for Greene County
My Commission Expires: January 23, 2015
Commission Number: 1519698

By attaching my signature hereto in the presence of a notary, I hereby vote in favor of the Resolution of the Ashley Park Homeowners' Association dated January 9, 2014, to-wit:

BE IT RESOLVED that the revision of the Covenants and By-Laws, now to be known as the "Declarations" as amended and edited, be adopted.

X Ashleen Joy B. Renner
 Print name: Ashleen Joy B. Renner
 Ashley Park
 Address: 3550 E. Delmar St.

X Korey Renner
 Print name: Korey Renner
 Ashley Park
 Address: 3550 E. Delmar St.

STATE OF MISSOURI)
) ss.
 COUNTY OF Jasper)

On this 25 day of January January, 2014, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

NORMA J. LEGG
 Notary Public - Notary Seal
 STATE OF MISSOURI
 Jasper County
 My Commission Expires Oct. 24, 2017
 Commission #13401288

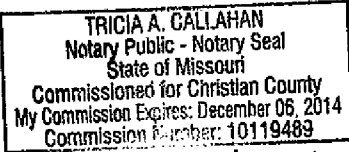
Norma J. Legg
 Notary Public
Norma J. Legg
 (Print Name)

My Commission Expires: Oct 24, 2017

By attaching my signature hereto in the presence of a notary, I hereby vote in favor of the Resolution of the Ashley Park Homeowners' Association dated January 9, 2014, to-wit:

BE IT RESOLVED that the revision of the Covenants and By-Laws, now to be known as the "Declarations" as amended and edited, be adopted.

<p>X <u>Michelle Johnson</u> Print name: <u>Michelle Johnson</u> Ashley Park Address: <u>1119 S. Carriage Ave</u></p> <p>X _____ Print name: _____ Ashley Park Address: _____</p>

<p>STATE OF MISSOURI)) ss. COUNTY OF <u>Greene</u>)</p> <p>On this <u>13th</u> day of <u>March</u> January, 2014, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.</p> <p>IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.</p> <p> <u>Commission number</u></p> <p><u>Tricia Callahan</u> Notary Public <u>Tricia Callahan</u> (Print Name) My Commission Expires: <u>12-6-14</u></p>
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By attaching my signature hereto in the presence of a notary, I hereby vote in favor of the Resolution of the Ashley Park Homeowners' Association dated January 9, 2014, to-wit:

BE IT RESOLVED that the revision of the Covenants and By-Laws, now to be known as the "Declarations" as amended and edited, be adopted.

<p>X <u><i>[Signature]</i></u> Print name: <u>Donald B. Layman</u> Ashley Park Address: <u>3541 E. Delmar</u></p> <p>X <u><i>[Signature]</i></u> Print name: <u>Till Layman</u> Ashley Park Address: <u>3541 E. Delman</u></p>
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STATE OF MISSOURI) COUNTY OF <u>Greene</u>) ss.	<p>On this <u>29</u> day of <u>March</u> ^{UKK}January, 2014, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.</p> <p>IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.</p> <table border="1"><tr><td><p>KATIE BECKHAM Notary Public - Notary Seal STATE OF MISSOURI Greene County My Commission Expires Mar. 20, 2017 Commission #13462250</p></td><td><p><u><i>[Signature]</i></u> Notary Public <u>Katie Beckham</u> (Print Name)</p><p>My Commission Expires: <u>3-20-17</u></p></td></tr></table>	<p>KATIE BECKHAM Notary Public - Notary Seal STATE OF MISSOURI Greene County My Commission Expires Mar. 20, 2017 Commission #13462250</p>	<p><u><i>[Signature]</i></u> Notary Public <u>Katie Beckham</u> (Print Name)</p> <p>My Commission Expires: <u>3-20-17</u></p>
<p>KATIE BECKHAM Notary Public - Notary Seal STATE OF MISSOURI Greene County My Commission Expires Mar. 20, 2017 Commission #13462250</p>	<p><u><i>[Signature]</i></u> Notary Public <u>Katie Beckham</u> (Print Name)</p> <p>My Commission Expires: <u>3-20-17</u></p>		

By attaching my signature hereto in the presence of a notary, I hereby vote in favor of the Resolution of the Ashley Park Homeowners' Association dated January 9, 2014, to-wit:

BE IT RESOLVED that the revision of the Covenants and By-Laws, now to be known as the "Declarations" as amended and edited, be adopted.

<p>X <u>Marilyn M. Moore</u> Print name: <u>MARILYN M. MOORE</u> Ashley Park Address: <u>1048 S. CARRIAGE AVE.</u></p>	<p>X <u>Elmer R. Moore</u> Print name: <u>ELMER R. MOORE</u> Ashley Park Address: <u>1048 S. CARRIAGE AVE</u></p>
<p>X <u>Willis G. Baker</u> Print name: <u>WILLIS G. BAKER</u> Ashley Park Address: <u>3531 E. LOREN</u></p>	<p>X <u>Donna K. Baker</u> Print name: <u>DONNA K. BAKER</u> Ashley Park Address: <u>3531 E. LOREN</u></p>
<p>X <u>Connie M. Wagner</u> Print name: <u>Connie M. Wagner</u> Ashley Park Address: <u>3544 E. Delmar</u></p>	<p>X <u>Libert L. Beasley</u> Print name: <u>LIBERT L. BEASLEY</u> Ashley Park Address: <u>1105 S. CARRIAGE AVE</u></p>

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 20th day of Nov., 2014, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

V. BAILEY
Notary Public - Notary Seal
State of Missouri
Commissioned for Greene County
My Commission Expires: January 23, 2015
Commission Number: 11519698

V. Bailey
Notary Public
V. Bailey
(Print Name)
My Commission Expires: 1/23/15