

Phase I + II



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REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Rebecca D. Spaulding

RECORDER OF DEEDS

reckgk

DECLARATION OF RESTRICTIONS, COVENANTS AND
CONDITIONS OF CROWN MEADOWS

12-18-15

This Declaration of Restrictions, Covenants and Conditions for Crown Meadows made, on the date hereinafter set forth, by Crown Meadows Homeowners Association.

Grantor

WITNESSETH

See attached Exhibits "A" and "B"

Hereinafter called "CROWN MEADOWS" or referred to as the "Property", and

WHEREAS, the above described real property was approved by the Greene County Planning and Zoning Commission as the preliminary plat of CROWN MEADOWS; and

WHEREAS, it is the intention of Association that CROWN MEADOWS Homeowners Association, Inc., will be duly incorporated under the laws of the State of Missouri as a not-for-profit corporation; and

WHEREAS, the CROWN MEADOWS Homeowners Association shall be created for the general purposes of managing the CROWN MEADOWS community properties and facilities; administering and enforcing the covenants and restrictions; and collecting and disbursing the assessments as provided for in this "Declaration of Restrictions, Covenants and Conditions of CROWN MEADOWS,"

NOW THEREFORE, CROWN MEADOWS Homeowners Association do hereby declare that CROWN MEADOWS Subdivision shall be subject to the restrictions, covenants and conditions, easements and charges hereinafter set forth, which shall run with the land and be binding on all present and future owners, and shall inure to the benefit of each owner of the land included in CROWN MEADOWS.

ARTICLE I
DEFINITIONS

Terms found in the Declaration of Restrictions, Covenants and Conditions are defined as follows:

- (a) "Association" shall mean and refer to CROWN MEADOWS HOMEOWNERS ASSOCIATION, INC., its successors and assigns;
- (b) "CROWN MEADOWS" shall mean the property as set forth above;

- (c) "Common Area" shall mean all real property currently owned by the Developer which will be transferred to the Association. This includes, but is not limited to those areas designated as Community Area or Community Properties, open or drainage area on a CROWN MEADOWS final plat and intended for the common use and enjoyment of the Owners;
- (d) "Declaration" shall mean this Declaration of Restrictions, Covenants, and Conditions of CROWN MEADOWS and all other provisions set forth in this entire document, which may be amended from time to time;
- (e) "Lot" shall mean any parcel of real property designated as a lot on a recorded plat of CROWN MEADOWS or any additions thereto, with exception of the Common Area;
- (f) "Owner(s)" shall mean the recorded owner, whether one or more persons or entities, of a fee or divided interest in any lot. The foregoing does not include any persons or entities who hold an interest in any lot merely as security for the performance of an obligation. Except as stated otherwise in this Declaration, this term "Owner" shall not include a lessee or tenant;
- (g) "Property" or "Properties" shall mean and refer to the property described in Exhibits "A" and "B" attached hereto, and referred to as CROWN MEADOWS Phase I and II;
- (h) "Rules" shall mean and refer to those rules and regulations as passed and promulgated by the Association, under the authority granted by this Declaration, or the Articles of Incorporation or By-Laws of the Association;
- (i) "Single Family Residence" shall mean a structure containing one dwelling only and occupied by not more than one family;
- (j) "Subdivision Plat" shall mean a recorded plat covering all of the property referred to in this Declaration; and
- (k) "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six (6) feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment.

Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the Association to dedicate or transfer all or any part of the common area to any governmental agency, authority, or public or private utility for such purposes; and
- (b) The right of the Association to promulgate and enforce the Rules and Regulations in connection with the properties described herein or any additions thereto.

ARTICLE III PROPERTY SUBJECT TO THE CROWN MEADOWS RESTRICTIONS

Section 1. General Declaration Creating Crown Meadows.

CROWN MEADOWS Phases I & II shall be subject to the rules and restrictions set forth in this Declaration.

ARTICLE IV
THE CROWN MEADOWS HOMEOWNERS ASSOCIATION

Section 1. Organization

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

Section 2. Powers and Duties of the Association

The Association shall have rights, powers and duties as set forth in the Articles and By-Laws

Section 3. Rules

By a majority vote, the Association may, from time to time and subject to the provisions of the Declaration, adopt, amend, and repeal rules and regulations governing the use of any Common Area by any such Owner, by the family of such Owner, or by any invitee, licensee or lessee of such Owner; provided, however, that such rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or By-Laws. A copy of such rules as they may from time to time be adopted, amended, or repealed, shall be made available to each Owner at the Owner's request. Upon promulgation, said Rules shall have the same force and effect as if they were set forth in and were part of the declaration.

Section 4. Personal Liability

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

Section 5. Responsibilities for Common Areas.

The Association shall have the responsibilities for maintaining the Common Areas and shall be responsible for the payment of any taxes and insurance of the Common Areas. The Association will not be dissolved without the consent of Greene County.

ARTICLE V
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.

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

Section 2. Voting

The Association shall have one class of voting membership:

- (1) Class A. The class A members shall be all of the Owners of the Lots. Each class A member shall be entitled to one vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

Section 3. The forgoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

ARTICLE VI COVENANT FOR ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments.

Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessment for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall, to the full extent permitted by law, be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property on the effective date of this assessment. The personal obligation for delinquent assessments shall not pass on to successors in title, but, nevertheless, the lien arising by reason of such assessment shall continue to be a charge and lien upon the land as provided.

Section 2. Purpose of Assessments.

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

Section 3. Annual Assessment.

- (a) The initial annual assessment for 2016 shall not be more than one hundred fifty and no/100 Dollars (\$150.00) per member; and
- (b) After 2016, the maximum annual assessment may be increased each year, without a vote of the members, not more than ten (10%) percent above the maximum assessment established for the previous year except that in the event that the annual assessment is not sufficient to pay for the

maintenance, taxes and insurance on the common area. If this be the case then an additional annual assessment will be made solely for the purpose of paying for the maintenance, taxes and insurance on the Common Area.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments in Section 3 above, the Association may levy, in any assessment year, a special assessment. The purpose of the special assessment shall be for a capital improvement in the Common Area, or providing in whole or in part, for the cost of any reconstruction, repair or replacement of a capital improvement in the Common Area, including fixtures and personal property related thereto. The maximum special assessment shall be fifty and No/100 Dollars (\$50.00) per year, per member. Any special assessment shall require an affirmative vote of the majority of the members.

Section 5. Date of Commencement of Annual Assessment.

The first Annual assessment shall commence on January 31, 2015 or the 1st business day following. Written notice of the annual assessment shall be sent to every Owner.

Section 6. Effect of Nonpayment of Assessments.

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

- (a) Enforcement by Suit. The Association may cause a suit at law to be commenced and maintained in the name of the Association against any Owner to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with any interest thereon at a rate of eighteen percent (18%) per annum from the date of delinquency, court costs, and any reasonable attorney's fees in such amount as the court may adjudge the delinquent Owner; and
- (b) Enforcement by Lien. There is, to the full extent permitted by law, hereby created a claim of lien, with power of sale, on each and every Lot within CROWN MEADOWS to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots under these restrictions, together with interest thereon at the rate of eighteen percent (18%) per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. At any time within thirty (30) days after the occurrence of any default in the payment of any such assessment, the Association or any authorized representative shall be required to make a written demand for payment from the defaulting Owner via certified mail, on behalf of the Association. Said demand shall state the date and the amount of the delinquency. Each default shall constitute a separate basis for a demand or a claim of lien or a lien, but any number of defaults may be included within a single demand or claim or lien. If such delinquency is not paid within ten (10) days after delivery of such demand, the

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

- (i) The name of the delinquent Owner;
- (ii) The legal description or street address of the Lot against which the claim of lien is made;
- (iii) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorney's fees;
- (iv) That claim of lien is made by the Association pursuant to the Restrictions of CROWN MEADOWS; and
- (v) That a lien is claimed against said Lot in an amount equal to the amount stated.

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

Section 7. Subordination of Lien to Mortgages.

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII ARCHITECTURAL CONTROL

Section 1. Review by Committee

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

Architectural Committee shall be paid by the applicant. The Architectural Control Committee shall consist of three or more persons.

Section 2. Duties.

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

Section 3. Procedures.

- (a) The Architectural Committee shall approve or disapprove all plans and requests within thirty (30) days after receipt by the committee of all necessary information.
- (b) A majority vote of the Architectural Committee shall be necessary for approval of any request.

Section 4. Liability of Architectural Committee.

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

- (a) Owners shall be responsible for meeting all applicable building codes of Greene County and/or the City of Springfield.

ARTICLE VIII
USE AND BUILDING RESTRICTIONS

Section 1. Restrictions.

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

Section 2. Single-Family residential use.

All Lots shall be used, improved and devoted exclusively as a one-family dwelling. Nothing herein shall be deemed to prevent the leasing of any such dwelling from time to time, by the owner thereof, subject to all of the provisions of the Declaration.

Section 3. Animals.

No animals, fowl, or livestock, other than a reasonable number of generally accepted house pets, shall be maintained on any property within CROWN MEADOWS and then only if they are kept solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. All dog houses, structures or pens for the care, housing or confinement of any animal shall be maintained in the rear of the house and not visible from the street adjoining the front of said Lot. Upon the written request of the Owner, the Association shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally accepted house pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Association shall be enforced as other restrictions contained herein. Pets shall not be

allowed loose or unsupervised on any part of the Properties and walking of pets shall be on a leash and allowed only on such portions of the properties as the Association may prescribe by its rules and regulations.

Section 4. Antennas and Satellite Dishes.

No antenna or other device for the transmission or reception of electronic signals shall be erected, used or maintained outdoors on any Lot, which antenna or other device shall be visible from the street adjoining the front of said Lot, without prior written approval of the Architectural Committee. Antennas shall be erected so as to be as inconspicuous as possible and no such antenna shall extend more than six (6) feet above the ridge of the roof of the particular dwelling unit upon which the antenna is located; provided, however, the Architectural Committee shall have the authority to award variances with respect to the foregoing prohibition.

Section 5. Improvements and Alterations.

No building, fence, wall, residence, or other structure shall be commenced, erected, improved or structurally altered without the prior written approval of the Architectural Committee. The exterior surface of a single family dwelling structure shall not be painted or changed in any manner without the prior approval of the Architectural Committee.

Section 6. Temporary Occupancy.

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

Section 7. Motor Vehicles and Trailers

No mobile home, truck, boat, recreational vehicle, or any other trailered vehicle larger than 1 ton shall be parked, kept, maintained or repaired within the front fifty percent of any property or street (public or private) within CROWN MEADOWS; nor shall any motor vehicle of any kind be constructed, reconstructed or repaired on public or private property within CROWN MEADOWS without written permission from the Architectural Committee, provided however, that the provisions of this paragraph not apply to emergency vehicle repairs, or normal vehicle maintenance which can be commenced and completed during the same calendar day (such as an oil-change, or spark plug repair).

Section 8. Motor Vehicles- Excessive Noise.

If the Association does determine that any motor vehicle is creating loud or annoying noises by virtue of its operation within CROWN MEADOWS, such determination shall be final. Upon notice by the Association to the Owner of said vehicle, repairs must be made in a timely fashion. If repairs are not made to remedy the excessive noise the operation of said vehicle, it shall be prohibited in CROWN MEADOWS.

Section 9. Landscaping and Lawns.

- (a) Completion. Each Owner shall promptly complete the landscaping required by the Architectural Committee, unless the committee approves a delay, in writing;

- (b) By Owner. Each Owner of a Lot in CROWN MEADOWS shall keep all shrubs, trees, grass, and plantings, including the area between the boundary line of his property and the street on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material. In event that any Owner fails to maintain his lawn, landscaping or plantings as provided herein, the Association, or its agents, may enter upon said Lot and may do so, and the Owner shall reimburse the Association for its costs upon demand. The Association may enforce collection of same in the manner as if such costs were assessment and shall have all powers and rights to so lien and collect as set forth in Article VI, Section 6, above; and
- (c) By the Association. The Association, and its agents, shall have the right, at any time, to plant, replace, maintain, and cultivate shrubs, trees, grass, and plantings on the common area, and on any easements of record over an Owner's Lot. The Association or its authorized agents shall not be liable for trespass for doing so.

Section 10. Nuisances.

No rubbish or debris of any kind shall be permitted to accumulate upon or adjacent to any Lot within CROWN MEADOWS, and no odors shall be permitted to rise therefrom so as to render any such Lot or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the forgoing provision, no exterior sound devices are allowed.

Section 11. Repair of Buildings.

No building, structure or fence upon any Lot within CROWN MEADOWS shall be permitted to fall into disrepair, and each such building, structure or fence shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 12. Trash Containers and Collection.

No garbage or trash shall be placed or kept on any property within CROWN MEADOWS except in covered containers of a standard type approved by the Association. The Association shall select a company for weekly trash disposal service for CROWN MEADOWS. All residents of CROWN MEADOWS shall be required to use this company and no other regular trash disposal service shall be permitted. In no event shall such containers be maintained so as to be visible from the street or a neighboring property except to make same available for collection and then, only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot and no burning in the open will be permitted.

Section 13. Clothes Drying Facilities.

Any outside clothes lines or other outside facilities for drying or airing clothes shall be erected, placed or maintained in rear of the house, so as to not be plainly visible from the street adjoining the front of said Lot.

Section 14. Encroachments.

No tree, shrub or planting of any kind on any Lot within CROWN MEADOWS shall be allowed to overhang or otherwise encroach upon any sidewalk, street, pedestrian way or other area from the ground level to a height of eight (8) feet, without prior approval of the Architectural Committee.

Section 15. Machinery and Equipment

No machinery or equipment of any kind shall be placed, parked, operated or maintained upon or adjacent to any Lot within CROWN MEADOWS except that:

- (a) An owner (or guest, invitee, tenant, lessee, family member, agent or employ thereof) may use such machinery or equipment as is usual and customary in connection with the use and maintenance of that Owner's Lot, or the improvements thereon;
- (b) A builder or contractor constructing improvements for an Owner may use such machinery or equipment as is usual and customary in connection with the construction of improvements on an Owner's Lot, provided that such machinery and equipment is actively being used by the builder or contractor and is stored or placed in an area approved by the Architectural Committee and that no trucks larger than a 1 ton in size shall be kept, parked or placed upon any lot or street (public or private) within CROWN MEADOWS between the hours of 12:00 midnight and 5:00 am, unless permission to the contrary is granted by the Architectural Committee; and
- (d) The Association may park, place, operate or maintain such machinery and equipment as may be required for the operation and maintenance of the Common Area.

Section 16. Restriction on Further Subdivisions

No Lot within CROWN MEADOWS shall be further subdivided by any Owner, and no portion less than all of any such Lot, nor shall any easement or other interest therein, be conveyed or transferred by an Owner.

Section 17. Signs

No sign of any kind may be displayed to the public view of any Lot except as follows and subject to the approval of the Architectural Committee:

- (a) One sign of not more than five (5) square feet, advertising the property for sale or rent;
- (b) One sign not more than five (5) square feet, advertising a security company;
- (c) One sign not to exceed one (1) square foot in size, which may contain the name of the Owner or owners and/or the dwelling unit number; and
- (d) Signs of such shape, size and location as the Architectural committee may approve.

Section 18. Dwelling Size

The Minimum square footage required for a dwelling in Crown Meadows is 1,350 square feet without a variance. The Architectural Committee shall exercise its best judgment to see that all structures, as to size, conform to and harmonize with the existing surroundings and structures.

Section 19. Building Location

- (a) No building shall be located nearer to any lot line than the minimum set back line shown on the recorded plat of CROWN MEADOWS; and
- (b) The building location must be approved by the Architectural Committee.

Section 20. Fences.

- (a) Fences are not encouraged, but properly designed and installed fences may be approved for construction by the Architectural committee upon submission of plans and specifications;
- (b) Chain Link fences are not permitted, except for when used for a dog pen, once the plans and specifications have been submitted and approved by the Architectural committee;
- (c) Privacy fences may be approved for construction by the Architectural Committee upon the submission of plans and specifications, no fence shall exceed seventy two (72) inches in height;
- (d) No fences or hedges in CROWN MEADOWS shall be permitted between the front wall of the structure and the adjoining street or across the front yard at any point;
- (e) No fences in CROWN MEADOWS shall extend nearer to the front wall of the house than fifty (50%) percent of the house's side walls length on each side; and

Section 21. Easements.

Easements are reserved as shown on the preliminary plat and as maintained upon the recorded plat.

Section 22. Soil Removal.

Soil may not be removed without the express written consent of the Association.

Section 23. Outside Lighting.

Spotlights, floodlights, or similar type high intensity lighting shall be designed, located and constructed so as to eliminate or significantly reduce glare on adjoining residences, and the Architectural Committee may direct that they be redesigned or eliminated if they determine it is advisable. Other types of low intensity lighting which do not disturb the Owners or other occupants of the properties are allowed.

Section 24. Mailboxes.

Each owner shall install a mailbox which shall be completed prior to occupying the residence. The mailbox shall be of the design, materials, and specifications as ordered by the Architectural Committee.

Section 25. Roofs.

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

Section 26. Completion.

In the event of fire, windstorm or other damage, a structure shall be repaired, rebuilt or completely removed within a reasonable period of time. A "reasonable period of time" shall be determined by the Association and shall cause to be delivered to said Owner a written Notice of Violation.

Section 27. Remedies.

In the event that an Owner, (or guest, invitee, licensee, tenant, lessee, family member, builder, contractor, sub-contractor, agent or employee thereof), shall violate, or permit to be violated, any of the provisions set forth in this Article, the Association shall cause to be delivered to said Owner a written Notice of Violation. Said Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated or remedied within a reasonable time from the mailing date of said Notice. Nothing included in this document shall limit the either the Association, and Architectural Committee respectively in the ability to grant, at its sole discretion, a variance or waiver to any owner after receiving a written request from said owner. If after a reasonable time has elapsed from the date of said notice, the violation has not been voluntarily terminated by the Owner, the Association shall have the authority to pursue and affect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of said violation. This authority shall include, but shall not be limited to, the power to employ laborers to enter upon the premises of said Owner for the purpose of removing and/or terminating the cause of said violation. If by virtue of the exercise of the authority granted herein, the Association shall incur expenses in connection with the process of removing and/or terminating said violation, the Association may enforce collection of same in the same manner as if such costs were an assessment and shall have all powers and rights to so collect as set forth in Article VI, Section 6, above. For purposes of administering this Section, the determination of whether a violation has been, or is being committed and the determination of what time period constitutes a "reasonable time" allowable for voluntary termination of the same, shall be made by the Association after taking into consideration the facts and circumstances surrounding the particular violation, condition or occurrence.

ARTICLE IX CARE OF COMMON AREA

Section 1. Maintenance by Association.

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

- (a) Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area;
- (b) Construct, reconstruct, repair, replace or refinish any road improvement or surface upon any portion of such area used as a road, street, walk, driveway or parking area;
- (c) Replace injured or diseased trees or other vegetation in any such area, and plant trees, shrubs, annuals and perennials, and ground cover to the extent that the Association deems necessary or desirable for the conservation of water and soil and for aesthetic purposes;
- (d) Place and maintain upon any such area such signs as the Association may deem appropriate for proper identification, use and regulation thereof; and
- (e) Do all such other and further acts which the Association deems necessary to preserve and protect the property and the beauty thereof, in accordance with the general purposes specified in this Declaration.

The Association shall perform all maintenance necessary to maintain the property lying within the easement attached as Exhibit "C" as a functioning storm water detention facility.

The Association is the sole judge as to the appropriate maintenance of all grounds within the Common Area.

Section 2. Damage or Destruction of Common Area by Owners.

In the event, any Common Area willfully or maliciously is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area, and the Association, at its option, shall so repair said area. The cost for such repairs shall be paid by said owner, upon demand, to the Association and the Association may enforce collection of same in the same manner as if such costs were an assessment and shall have all powers and rights to so collect as set forth in Article VI, Section 6, above.

ARTICLE X
GENERAL PROVISIONS

Section 1. Enforcement

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

Section 2. Severability

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

Section 3. Amendment

- (a) The covenants and restriction of this Declaration shall run with and bind the land, for a term of thirty (30) years from the Date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless otherwise amended as herein provided:
- (b) This Declaration may be amended by an instrument in writing executed by the Association with the approval of a majority of votes of the Members;
- (c) Any amendment of this Declaration pursuant to the provisions of Article X, Section 3(b) hereinabove, which would change any obligation to maintain any common area on the property, including but not limited to drainage areas or storm water detention areas or storm water detention facilities designed on the CROWN MEADOWS final plat, shall require the written approval of Greene County, Missouri, if the property remains in the unincorporated areas of Green County or the City of Springfield, Missouri, if the property is annexed into the City of Springfield, before it shall become effective. No amendment shall be effective until it is recorded in the Recorder of Deeds office in Greene County, Missouri;
- (d) No amendment shall be made to dissolve the Association without the consent of the City of Springfield, if the Property is annexed into the City of Springfield, or without the consent of Green County, if the Property remains in the unincorporated areas of the Greene County; and
- (e) Anything set forth in this Declaration to the contrary shall have the absolute unilateral right, power, and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented.

Section 4. Violations and Nuisances.

Every act or omission whereby any provision of this declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by the Association, or any Owner or Owners of Lots within CROWN MEADOWS. However, any other provision to the contrary notwithstanding, only the Association, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of these Restrictions.

Section 5. Violation of Law.

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

Section 6. Remedies Cumulative.

Each remedy provided by these Restrictions is cumulative and not exclusive.

Section 7. Delivery of Notices and Documents.

Any written notice or other documents relating to or required by these restrictions may be delivered either personally or by certified mail.

(a) If by certified mail, they shall be deemed to have been delivered after a copy of the same has been deposited in the United States mail, postage prepaid, addressed as follows:

(b) If to the Association or Architectural Committee: CROWN MEADOWS HOMEOWNERS ASSOCIATION,
P.O. Box 9834 Springfield, MO 65801.

Section 8. The Declaration.

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

In WITNESS WHEREOF, the Association has caused this Declaration to be recorded on the date written below.

CROWN MEADOWS HOME OWNERS ASSOCIATION

Attest: Amber M. Jones Amber M. Jones, Treasurer

By: [Signature] R. Derek Jones, President

STATE OF MISSOURI)

)ss.

COUNTY OF GREENE)

On this the 18th day of December, 2015, before me, the undersigned, a Notary Public within and for said County and State, personally appeared R. Derek Jones to me personally known, who being by me duly sworn, did say that he is the President of CROWN MEADOWS HOME OWNERS ASSOCIATION, that said instrument was signed and sealed on behalf of said corporation by R. Derek Jones, and acknowledgement of said instrument to be the free act and deed of said corporation.

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

Notary Public - Marie L. Robison

[Signature]

My Commission Expires:

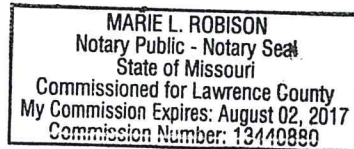


EXHIBIT "A"

A TRACT OF LAND BEING A PART OF LOT 3 AND LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 29 NORTH, RANGE 22 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE EAST-HALF OF LOT 3 OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 4; THENCE S00°21'12"W, WITH THE WEST LINE OF THE EAST-HALF OF SAID LOT 3, 733.77 FEET FOR A TRUE POINT OF BEGINNING; THENCE N89°26'10"E, 100.27 FEET TO THE WEST RIGHT-OF-WAY LINE OF FARM ROAD "127"; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING COURSES: S22°09'51"E, 299.00 FEET, S27°30'20"E, 170.20 FEET, S36°44'19"E, 170.14 FEET, S45°17'58"E, 226.58 FEET, S48°58'01"E, 92.99 FEET; S48°58'01"E, 156.33 FEET; THENCE S51°46'17"E, 191.89 FEET; THENCE S89°26'10"W, 1182.65 FEET; THENCE S00°25'47"W, 186.12 FEET; THENCE S89°26'10"W, 390.88 FEET; THENCE N00°25'47"E, 125.00 FEET; THENCE S89°26'10"W, 50.00 FEET; THENCE N00°25'47"E, 61.12 FEET; THENCE S89°26'10"W, 106.62 FEET; THENCE N00°25'47"E, 113.84 FEET; THENCE N89°26'10"E, 108.57 FEET; THENCE S00°21'12"W, 29.77 FEET; THENCE S89°38'48"E, 176.23 FEET; THENCE N00°21'12"E, 40.00 FEET; THENCE S89°38'48"E, 125.00 FEET; THENCE N00°21'12"E, 894.65 FEET; THENCE N89°26'10"E, 420.57 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 22.00 ACRES. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT "B"

A TRACT OF LAND BEING A PART OF LOT 3 AND LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 29 NORTH, RANGE 22 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE EAST-HALF OF LOT 3 OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 4; THENCE $500^{\circ}21'12''$ W, WITH THE WEST LINE OF THE EAST-HALF OF SAID LOT 3, 733.77 FEET; THENCE $589^{\circ}26'10''$ W, 420.57 FEET; THENCE $500^{\circ}21'12''$ W, 80.00 FEET FOR A TRUE POINT OF BEGINNING; THENCE CONTINUING $500^{\circ}21'12''$ W, 814.65 FEET; THENCE $N89^{\circ}38'48''$ W, 125.00 FEET; THENCE $500^{\circ}21'12''$ W, 40.00 FEET; THENCE $N89^{\circ}38'48''$ W, 176.23 FEET; THENCE $N00^{\circ}21'12''$ E, 29.77 FEET; THENCE $589^{\circ}26'10''$ W, 301.69 FEET; THENCE $N00^{\circ}25'47''$ E, 301.16 FEET; THENCE $N00^{\circ}21'12''$ E, 598.90 FEET; THENCE $N89^{\circ}26'10''$ E, 232.20 FEET; THENCE $500^{\circ}21'12''$ W, 113.90 FEET; THENCE $N89^{\circ}26'10''$ E, 195.34 FEET; THENCE $N00^{\circ}21'12''$ E, 33.90 FEET; THENCE $N89^{\circ}26'10''$ E, 175.01 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 11.72 ACRES. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT C

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 29 NORTH, RANGE 22 WEST, GREENE COUNTY, MISSOURI; THENCE NORTH 89 DEGREES 26 MINUTES 10 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 2, 457.41 FEET TO THE CENTERLINE OF MELVILLE ROAD; THENCE SOUTH 45 DEGREES 17 MINUTES 58 SECONDS EAST, ALONG SAID CENTERLINE, 17.58 FEET FOR A TRUE POINT OF BEGINNING, THENCE NORTH 55 DEGREES 16 MINUTES 20 SECONDS EAST, 270.57 FEET; THENCE NORTH 77 DEGREES 31 MINUTES 36 SECONDS EAST, 458.61 FEET; THENCE NORTH 74 DEGREES 58 MINUTES 51 SECONDS EAST, 103.02 FEET; THENCE NORTH 26 DEGREES 09 MINUTES 32 SECONDS EAST, 171.32 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 50 SECONDS EAST, 60.00 FEET; THENCE NORTH 35 DEGREES 16 MINUTES 41 SECONDS WEST, 120.62 FEET; THENCE SOUTH 74 DEGREES 58 MINUTES 51 SECONDS WEST, 77.48 FEET; THENCE SOUTH 40 DEGREES 21 MINUTES 31 SECONDS WEST, 126.49 FEET; THENCE SOUTH 77 DEGREES 13 MINUTES 43 SECONDS WEST, 126.49 FEE; THENCE SOUTH 58 DEGREES 47 MINUTES 37 SECONDS WEST, 397.36 FEET; THENCE SOUTH 55 DEGREES 16 MINUTES 20 SECONDS WEST, 281.67 FEET TO THE CENTERLINE OF SAID MELVILLE ROAD; THENCE SOUTH 36 DEGREES 44 MINUTES 19 SECONDS EAST, ALONG SAID CENTERLINE, 30.79 FEET; THENCE SOUTH 45 DEGREES 17 MINUTES 58 SECONDS EAST, ALONG SAID CENTERLINE, 80.60 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART TAKEN OR USED FOR ROADS.



Po Box 9834
Springfield, MO 65801