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20 pages

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Linda L. Montgomery
RECORDER OF DEEDS

REC-09

20

(Space above reserved for recorder of Deeds Certification)

TITLE OF DOCUMENT: DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HICKORY HILLS SUBDIVISION
Phase 1

DATE OF DOCUMENT: MARCH 30, 2009

GRANTOR HICKORY HILLS LAND DEVELOPMENT, LLC

GRANTEE: HICKORY HILLS SUBDIVISION PROPERTY OWNERS ASSOCIATION

Mailing Address HICKORY HILLS LAND DEVELOPMENT, LLC
2847 S. INGRAM MILL RD
SPRINGFIELD, MO. 65804

LEGAL DESCRIPTION: See Exhibit A Attached to Document

AFFECTED BOOK AND PAGE(s): N/A

RETURN TO CITY OF SPRINGFIELD
PLANNING AND DEVELOPMENT

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**Declaration of Covenants, Conditions and Restrictions
Of Hickory Hills Subdivision Phase I**

WHEREAS, on the 30 day of March 2009, Developer was the owner of record of the following described real property, hereinafter called "Hickory Hills Subdivision" or the "Property":

See Attached Legal Description

WHEREAS, the above-described real property was approved by the Greene County as the preliminary plat of "Hickory Hills Subdivision"; and

WHEREAS, the final plat of "Hickory Hills Subdivision" is in the Greene County approval process in order to be recorded and the Property is in the process of being developed; and

WHEREAS, Developer desires to provide for the development of "Hickory Hills Subdivision" as a controlled development with single-family homes, and to provide for the maintenance, improvement and administration of "Hickory Hills Subdivision" community and the preservation of the values of "Hickory Hills Subdivision"; and

WHEREAS, Hickory Hills Subdivision Property Owners Association, Inc. is being duly incorporated under the laws of the State of Missouri as a Nonprofit Corporation for the general purposes of managing the "Hickory Hills Subdivision" community; administering and enforcing the covenants and restrictions; and collecting and disbursing the assessments as provided for in this Declaration of Covenants, Conditions and Restrictions of "Hickory Hills Subdivision",

NOW THEREFORE, this Declaration of Covenants, Conditions and Restrictions, for "Hickory Hills Subdivision" is made, on the date hereinafter set forth, by "Hickory Hills Subdivision", L.L.C., a Missouri limited liability company.

NOW THEREFORE, this Declaration of Covenants, Conditions and Restrictions, for "Hickory Hills Subdivision" is made, on the date hereinafter set forth, by Hickory Hills Land Development, L.L.C., a Missouri limited liability company.

**ARTICLE I
DEFINITIONS**

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

(a) "Association" shall mean and refer to Hickory Hills Subdivision Property Owners Association, Inc., its successors and assigns.

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

(c) "Common Area" shall mean all real property now or hereafter owned by the Association which is designated as Common Area, Open Area or Drainage Area on "Hickory Hills Subdivision" final plat and intended for the common use and enjoyment of all of the Owners. Common Area shall include, but not be limited to, any private streets, curb and gutter, sidewalks, gates and other improvements within the area which would have been public right of way, (approximately 50 feet) if the streets were public.

(d) "Common Expenses" shall mean all expenses and financial liabilities of the Association. The Common Expenses shall include, but shall not be limited to, the repair, maintenance, care, landscaping, upkeep, management, and security of the Common Areas and the improvements and facilities thereon; taxes and insurance; the general and administrative expenses of the Association; together with all other costs and expenses related to the ownership management and maintenance of

the Common Areas, together with any allocations for reserves.

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

(f) "Developer" shall mean Hickory Hills Land Development, L.L.C., its successors and assigns and any entity designated by Hickory Hills Land Development, L.L.C., as a Developer or successor.

(g) "Declaration" or "Covenants, Conditions, and Restrictions" shall mean the Declaration of Covenants, Conditions, and Restrictions of "Hickory Hills Subdivision" and all other provisions set forth in this entire Document, as the same may from time to time be amended or modified.

(h) "Lot" shall mean any parcel of real property designated as a Lot on any recorded Subdivision plat within "Hickory Hills Subdivision" with the exception of the Common Area.

(I) "Member" shall mean a Member of the Association.

(j) "Hickory Hills Subdivision" shall mean the Property as set forth above.

(k) "Owner(s)" shall mean the record owner, whether one or more persons or entities, of a fee or undivided 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, the term "Owner" shall not include a lessee or tenant.

(l) "Property" shall mean and refer to the real estate set forth the attached legal description, and referred to as "Hickory Hills Subdivision".

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

(n) "Single Family Residence" shall mean a structure containing one dwelling only and occupied by not more than one family; a residential group home shall not be considered to be a Single Family Residence for this Declaration.

(o) "Special Assessment Expenses" shall mean all expenses for snow removal; expenses for the improvement, construction, repair, maintenance, of private streets, curb and gutter, sidewalks, street lights, private gates and private gate system; and any allocation for reserves of the Special Assessment Expenses.

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

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

ARTICLE II

PROPERTY SUBJECT TO HICKORY HILLS SUBDIVISION RESTRICTIONS

Section 1: General Declaration Creating Hickory Hills Subdivision. Developer will develop "Hickory Hills Subdivision" by subdivision into various Lots. Developer may supplement or modify this Declaration with such additional covenants, conditions and restrictions as may be appropriate. Developer's sale and conveyance of Lots is subject to this Declaration, as modified and amended. Developer hereby declares that all of the real property within "Hickory Hills Subdivision", is and shall be held, conveyed, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or modified from time to

time. This Declaration, as amended or modified, is in furtherance of a general plan for the subdivision, improvement and sale of the Property and is established for the purpose of enhancing the value, desirability, and attractiveness of the Property. All rights, benefits and privileges and all impositions and obligations of this Declaration shall be covenants which run with the land within "Hickory Hills Subdivision" for all purposes and shall be binding upon and inure to the benefit of Developer, Association, and Owners, and their successors and assigns.

Section 2: Acceptance of Declaration. Each Owner, by acceptance of a deed or by acquiring any ownership interest in the Property, for himself or herself, his or her successors and assigns accepts the same subject to, and binds himself, his or her successors and assigns, to the Covenants, Conditions and Restrictions and the rules and regulations now or hereafter imposed by this Declaration and any amendments thereto. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby.

ARTICLE III **RIGHTS TO COMMON AREA**

Section 1: Owner's Easements of Enjoyment. Every Owner, shall have a nonexclusive right to use and an easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot. Such right and easement shall extend to each Owner, and his agents, tenants, family members and invitees, subject to the right of the Association to impose Rules under which Common Areas may be used by Members and/or their invitees.

Section 2: Ownership of Common Area. Developer shall convey fee simple title to the Common Area to the Association within thirty (30) days after the completion of the improvements in the Common Area. At the time of conveyance, the Common Area shall be free and clear of any liens and encumbrances.

Section 3: Future Dedication. With the approval of Greene County or the City of Springfield, and the approval of a majority of the Members, the Association may dedicate any part of the Common Area to the City of Springfield.

ARTICLE IV **HICKORY HILLS SUBDIVISION PROPERTY OWNERS ASSOCIATION, INC.**

Section 1: Organization.

(a) The Association. The Association is a nonprofit corporation organized and existing under the Missouri Nonprofit Corporation Act of the State of Missouri, charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation, Bylaws, and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

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

Section 2: Powers and Duties of the Association.

The Association shall have such rights, powers and duties as set forth in the Articles and Bylaws.

The Association will not be dissolved without the consent of the City of Springfield, Missouri.

Section 3: Rules. The Association may, from time to time and subject to the provisions of the Declaration, adopt, amend, and repeal rules and regulations governing the use of any Common Area by any Owner, by the family of such Owner, or by any invitee, licensee or lessee of such Owner; provided, however, that such Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. 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, the Rules shall have the same force and effect as if they were set forth in and were part of the Declaration.

Section 4: Personal Liability. No Member of the Board of Directors, Architectural Committee or any other Committee of the Association, or any officers of the Association or the Developer shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence unless caused by fraud, bad faith or gross negligence.

Section 5: Responsibility for Common Areas. The Association shall have the responsibility for maintaining the Common Areas and shall be responsible for the payment of any taxes, if any, and insurance on the Common Areas.

Section 6: Liability of Association for Vehicles. Neither the Association nor the Board nor the Developer shall assume any liability of any kind or nature with respect to any vehicles moving within or parked upon any portion of the Common Area. Any person operating or parking any vehicles within the boundaries of the Common Area shall do so entirely at that person's risk and shall indemnify and hold both the Association and the Board harmless from and against any and all claims, demands, actions, causes of action and proceedings arising out of the presence of any vehicle within the boundaries of the Common Area.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

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

Section 2: Voting Rights. There shall be two Classes of Members.

(a) Class A Members shall be all Owners of lots, with the exception of Developer, in Hickory Hills Subdivision. Each Class A Member shall be entitled to one vote for each Lot the Member owns. If more than one person holds an interest in any Lot, all persons shall be Members, however, the vote for each lot shall be exercised collectively as such Members among themselves agree and if they cannot agree, as determined by the Association; but in no event shall more than one vote be cast with respect to any such lot. (b) The Class B Member shall be the Developer, "Hickory Hills Subdivision, L.L.C." and its successors and assigns. The Class B Members shall be entitled to the total number of votes which, when added to the total number of Class A votes shall equal sixty per cent (60%) of the total votes entitled to be cast by the Class A and Class B Members together. For example, if there are 10 Class A votes entitled to be cast, the Class B votes would equal 15.

Section 3: Management Rights. Members shall have no right to manage the business affairs of the Association. The management of the Association is vested entirely in the Board of Directors as set forth in the Articles of Incorporation and Bylaws.

ARTICLE VI

COVENANT FOR ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligations of Assessment. Each lot shall be subject to assessments and each Member by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments; (2) Special assessments; and (3) Trash service assessments; such assessments to be established and collected by the Board as hereinafter provided. The annual, special, and trash service assessments, together with interest, costs and reasonable attorneys' fees, shall, to the full extent permitted by law, be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property on the effective date of the assessment. No Owner may exempt himself from liability for an assessment by waive of the use or enjoyment of the Common Area or a service to be provided by or through the Association, the personal obligation for delinquent assessments shall not pass to his successors in title, but, nevertheless, the lien arising by reason of such assessment shall continue to be a charge and lien upon the land as provided herein.

Section 2: Developer Assessments. The Developer is a Class B Member and is not obligated to pay all assessments upon the lots it owns.

Section 3: Annual Assessments. The annual assessments shall be used for the purpose of paying the Common Expenses. The Members shall be obligated to pay the annual assessment imposed by the Board to meet the Common Expenses. The annual assessment shall be the total pro rata share of the Common Expenses. The pro rata share of the Common Expenses will be determined by dividing the Common Expenses by the total number of lots in "Hickory Hills Subdivision". In December of each year, the Board shall approve a budget for the next year. The Annual Assessment shall be determined according to this budget. Thus, if there are 19 Lots subject to assessment within "Hickory Hills Subdivision", each Owner of a lot would be assessed and pay 1/19th of the budgeted-Common Expenses as the annual assessment.

(a) The initial Annual Assessment shall be for the year 2010, and shall be Six Hundred and No/100 Dollars (\$600.00) per Lot. The annual assessments may be raised no more that twenty per cent (20%) a year without approval of a majority of the votes of the members.

(b) In the event that the annual assessment is not sufficient to pay for the Common Expenses, an additional assessment will be made solely for the purpose of paying the Common Expenses.

(c) No annual or special assessment shall be due for lots owned by the Developer unless agreed to in writing by the developer.

Section 4: Special Assessment. In addition to the annual assessments in Section 3 above, the Association may levy in any calendar year a special assessment. The purpose of the Special Assessment is to pay the Special Assessment Expenses. The Members shall be obligated to pay the Special Assessments imposed by the votes of at least sixty per cent (60%) of the votes of the members.

Section 5: Trash Service Assessment. The trash service assessment shall be the amount which the Association pays a trash service provider for the annual trash service for a resident. Owners shall pay the annual trash service assessment in the same manner as the annual assessment, with the service prorated beginning with the date the home is first occupied after being built.

Section 6: Payment of Assessment. Payment of any assessment shall be made by the owner within 30 days of notice of the amount of the assessment unless another payment date is specified in the notice, and unless expressly otherwise determined, and shall be due in advance of the time when the expenses are payable. Written notice of the assessment shall be sent to every Owner, however failure to give notice shall not be deemed to relieve the Owner of the obligation to pay the assessment.

Section 7: Excess Assessment. Any assessment which exceeds the expense for which it was received shall be retained by the Association for the benefit of its Members, and may be used by the Association to pay future expenses, or as the Association may otherwise determine.

Section 8: Date of Commencement of Annual Assessments. The annual assessments for each Lot provided for herein shall commence on January 1, 2010, and thereafter shall commence on the date of the first conveyance of said Lot by the Developer to an Owner. The first annual assessment for each lot shall be prorated based on the date it is sold by the Developer, after 2009.

Section 9: Effect of Nonpayment of Assessments. Remedies of the Association. Each Member shall be deemed to covenant and agree to pay to the Association the assessments provided for herein, and each agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner agrees to pay all expenses, including costs of collection and reasonable attorneys fees incurred, together with such late charges as provided by the Rules, 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 (18%) percent per annum, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or without any limitation by the foregoing, by either or both of the following procedures.

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

(b) Enforcement by Lien. There is, to the full extent permitted by law, hereby created a claim of lien, with power of sale, on each and every Lot within "Hickory Hills Subdivision" to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots under these Covenants, Conditions, and Restrictions, together with interest thereon at the rate of eighteen (18%) percent per annum from the date of delinquency, and all costs of collection which may be paid

or incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time within thirty (30) days after the occurrence of any default in the payment of any such assessment, the Association or any authorized representative, shall mail a written demand for payment to the defaulting Owner, on behalf of the Association. Said demand shall state the date and the amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim or lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or even without such a written demand being made, the Association may elect to file such a claim or lien on behalf of the Association against the lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- (1) The name of the delinquent Owner;
- (2) The legal description or street address of the Lot against which claim of lien is made;
- (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorneys' fees;
- (4) That the claim of lien is made by the Association pursuant to "Hickory Hills Subdivision" Declaration; and
- (5) That a lien is claimed against said lot in an amount equal to the amount stated.

Upon recordation of a duly executed original or copy of such a claim or lien, the lien claimed thereon shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a deed of trust, with a power of sale, as set forth by the laws of the State of Missouri, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of the Members. The Association may acquire, hold, lease, mortgage, and convey any such Lot. In the event such foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the Association to the extent permitted by law. Each Owner, by becoming an Owner in "Hickory Hills Subdivision", hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

(c) **Lien Preparation and Filing Fee:** In addition to the other fees and expenses owed by the defaulting Owner as provided herein, the defaulting Owner shall pay a lien preparation fee in the amount of \$100.00, and if the lien is subsequently released, an additional lien release preparation fee of \$50.00, together with all costs incurred the Association with regard to said lien.

Section 10: Subordination of the Lien to Mortgage. The lien for the assessment provided for herein shall be subordinate to the lien of or any prior mortgage. Sale or transfer of any Lot shall not relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such foreclosure.

ARTICLE VII
ARCHITECTURAL CONTROL

Section 1: Improvements. No residence, accessory building, tennis court, swimming pool, fence, mailbox, driveway, retaining wall or other wall, dog pen, dog house, lot drainage works, awning, exterior area lighting, or other structure or improvement shall be constructed or maintained upon any Lot, and no alteration to the exterior of a structure or improvement shall be undertaken, unless complete plans, specifications 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. The exterior surface of a structure shall not be painted or changed in any manner without the prior written approval of the Architectural Committee. All fees and expenses incurred by the Architectural Committee shall be paid by the applicant.

Section 2: Duties. The Architectural Committee shall develop guidelines and policies for the development of a residential community which is harmonious and aesthetically pleasing. The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the Property conform and harmonize with the existing surroundings and structures.

Section 3: Procedures.

(a) The Architectural Committee may publish a guideline for construction which shall be for the convenience of the owners. The guidelines may be changed by the Architectural Committee at any time. The guidelines are meant to be a help but are not the only rules or complete rules. If they are ever inconsistent with these Declarations and Covenants then these Declarations and Covenants shall control. The Architectural Committee shall approve or disapprove all plans and requests within thirty (30) days after receipt by the Committee of all necessary information. In the event the Architectural Committee fails to take any action within thirty (30) days after a request and all necessary information has been submitted, approval shall be presumed and this Article shall be deemed to have been fully complied with as to that request.

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

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

(d) The Architectural Committee shall have the right to contact any Owner who has not submitted the necessary information required for approval. In the event the Owner does not submit any requested information, the Architectural Committee shall inform the Owner that he or she has violated the Covenants, Conditions and Restrictions.

(e) The Architectural Committee shall have the powers created in these Covenants, Conditions and Restrictions enforce any violation and may either proceed to enforce the Covenants, Conditions and Restrictions directly on behalf of the Association or may report the violation to the Board for the Board to take such action as is deemed appropriate.

Section 4: Members of Committee. The Architectural Committee shall consist of three (3)

Members appointed by the Board of Directors of the Association. Members of the Committee are not required to be Owners. Notwithstanding the Developer shall function as the Architectural Committee until the 1st day of January 2016.

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

ARTICLE VIII

USE AND BUILDING RESTRICTIONS

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

Section 2: Single Family Residential use. All Lots shall be used, improved and devoted exclusively as single family dwellings and no gainful occupation, profession, trade, or other nonresidential use shall be conducted on any such Lot. Residential Group Homes shall not be permitted, even though they may be permitted in single family zoning by the City of Springfield Zoning Ordinances and or Regulations. Nothing herein shall be deemed to prevent the leasing of any such dwelling from time to time, by the Owner thereof, subject to all of the provisions of the Declaration.

Section 3: Animals. No animals, fowl, or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any property within "Hickory Hills Subdivision", and then only if they are kept solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No doghouse, structure or pen for the care, housing or confinement of any animal shall be constructed or maintained. Upon the written request of the Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally recognized house pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein. Pets shall not be allowed loose or unsupervised on any part of the Property and the walking of pets shall be on a leash and allowed only on such portions of the Property as the Board may prescribe by its Rules.

Section 4: Antennas. No antenna or other device for the transmission or reception of electronic signals shall be erected, used or maintained outdoors on any Lot, which antenna or other device shall be visible from the Street adjoining the front of said Lot, unless approved by the Architectural Committee. TV antennas shall be erected so as to be as inconspicuous as possible and no TV antenna shall extend more than six (6) feet above the ridge of the roof of the particular dwelling unit upon which the antenna is located; provided, however, the Architectural Committee shall have the authority to award variances with respect to the foregoing prohibition. Upon the submission by any property owner of the location and specifications of a small (approximately 21 inch diameter or less) direct satellite dish, the Architectural Committee may approve small direct satellite dishes that conform to the requirements of this section.

Section 5: 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 "Hickory Hills Subdivision". Temporary buildings or structures used during the

construction of a dwelling on any such property shall be subject to the rules of the Board and shall be removed immediately after the completion of construction.

Section 6: Motor Vehicles and Trailers.

(a) No mobile or motor home, recreational vehicle, trailer of any kind truck larger than ½ ton, camper, boat, or permanent tent or similar structure shall be parked, kept, maintained or repaired upon any property or street (public or private) within "Hickory Hills Subdivision", between the hours of 12:00 midnight and 5:00 A.M., in such a manner as will be visible from neighboring Property. However, it may be parked in a garage. Nor shall any motor vehicle or recreational vehicle of any kind be constructed, reconstructed or repaired on public or private property within "Hickory Hills Subdivision", provided however, that the provisions of this paragraph shall not apply to emergency vehicle repairs, or temporary construction shelters or storage facilities approved by the Architectural Committee and used exclusively in connection with the construction of any improvement.

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

Section 7: Motor Vehicles - Excessive Noise. If the Board determines that any motor vehicle is creating loud or annoying noises by virtue of its operation within "Hickory Hills Subdivision", such determination shall be conclusive and final that the operation, upon notice by the Board to the Owner, shall be prohibited within "Hickory Hills Subdivision".

Section 8: Landscaping and Lawns.

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

(b) **By Owner.** Each Owner of a Lot within "Hickory Hills Subdivision" shall keep all shrubs, trees, grass and plantings, including the area located between the boundary line of his property and the street on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. In the event that any Owner fails to maintain his lawn, landscaping or plantings as provided herein, the Association, or its agents, may enter upon said Lot and may do so, and the Owner shall reimburse the Association for 125% of its costs, upon demand. The Association may enforce collection of same in the same manner as if such costs were an assessment and shall have all powers and rights to so collect as set forth in Article VI, Section 9, above.

(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 so doing.

(d) **Lawn Ornaments.** Lawn ornaments such as decorative lawn statues of animals, birds and other wildlife, or any other lawn structures of any nature or kind shall not be erected, placed, or maintained

on any lot with "Hickory Hills Subdivision" without the prior approval of the Architectural Committee.

Section 9: Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within "Hickory Hills Subdivision", and no odors shall be permitted to arise there from so as to render any such Lot or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. The Board in its sole discretion shall have the right to determine the existence of any such nuisance and for the purposes of this Declaration such determination shall be conclusive.

Section 10: Repair of Buildings. No building, structure, improvement, or fence upon any Lot within "Hickory Hills Subdivision" shall be permitted to fall into disrepair, and each such building, structure, improvement, or fence shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 11: Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within "Hickory Hills Subdivision" except in covered containers of a standard type approved by the Association. The Association shall select a company for weekly trash disposal service for "Hickory Hills Subdivision". All residents of "Hickory Hills Subdivision" shall be required to use this company and no other regular trash disposal service shall be permitted. One trash company collecting trash in similar containers on the same day or days of the week is an integral feature of the harmony and aesthetics of "Hickory Hills Subdivision". In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, construction debris, 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. Erosion shall be properly controlled.

Section 12: Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot within "Hickory Hills Subdivision" unless they are erected, placed or maintained exclusively within an area not visible from neighboring property.

Section 13: Encroachments. No tree, shrub, or planting of any kind on any Lot within "Hickory Hills Subdivision" shall be allowed to overhang or otherwise encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of eight (8) feet, without the prior approval of the Architectural Committee.

Section 14: Machinery and Equipment. No machinery or equipment of any kind shall be placed, parked, operated or maintained upon or adjacent to any lot within "Hickory Hills Subdivision" except as follows:

(a) An Owner, guest, invitee, licensee, tenant, lessee, family member, agent or employee thereof, may use such machinery or equipment as is usual and customary in connection with the use and maintenance of a 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 a 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 of any kind or nature shall be kept, parked or placed upon any lot or Street (public or private) within "Hickory Hills Subdivision" between the hours of 12:00 midnight and 5 AM., unless permission to the contrary is temporarily granted by the Architectural Committee.

(c) The Developer or the Association may park, place, operate or maintain such machinery and equipment as may be required for the operation and maintenance of the Common Area.

Section 15: Restriction on Further Subdivision. No lot within "Hickory Hills Subdivision" shall be further subdivided by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, without the prior written approval of the Developer. This provision shall not, in any way, limit Developer from subdividing any property owned by Developer or prohibit Developer from creating Condominiums. Any newly created parcel shall be considered as one Lot for voting purposes, but may be considered as more than one Lot for assessment purposes as determined by the Association.

Section 16: Signs. No sign of any kind shall be displayed to the public view of any Lot except as follows and subject to the approval of the Architectural Committee:

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

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

(c) Signs of such shape, size and location as the Developer deems necessary for security control and to advertise "Hickory Hills Subdivision";

(d) One sign, not to exceed one (1) square foot in size, which may contain the name or names of the Owner or Owners and or the dwelling unit number;

(e) Signs advocating a candidate or a position in a duly held election, provided it is within 60 days of the election and complies with government standards;

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

Section 17: Dwelling Size. The Architectural Committee shall exercise its best judgment to see that the size of all structures conforms to and harmonizes with the design guidelines and the existing surroundings and structures.

Section 18: Building Location.

(a) No building shall be located nearer to any lot line than the minimum setback line shown on the recorded plat of "Hickory Hills Subdivision".

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

Section 19: Fences and Above Ground Pools.

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

(b) Chain link fences are not permitted. Wrought iron-steel and brick/masonry fences are permitted. Wooden fences are discouraged.

(c) Fences may not exceed sixty (60) inches in height. However, any lot which adjoins another subdivision or public street may, with the approval of the Architectural Committee, have a fence

which may exceed sixty (60) inches on the lot line.

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

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

(f) On lots where the Architectural Committee has approved a swimming pool, and the Springfield City Ordinance requires a fence that exceeds 60 inches in height, the height required by the appropriate City Ordinance shall govern, and the height restriction in Article VIII, Section 19 (c) shall not apply. Notwithstanding the change in height caused by the City or County ordinance, the fence shall be subject to all other requirements and approvals herein.

(g) No above ground pools shall be permitted. Any permitted pools must comply with building codes and plans shall be approved by the Architectural Control Committee.

Section 20: Easements. Easements are reserved as shown upon the recorded plats of "Hickory Hills Subdivision", as determined by Developer.

Section 21: Soil Removal. Soil shall not be removed from the Property without the consent of the Developer.

Section 22: Garages. The door of all garages shall be kept closed at all times except when necessary for ingress and egress. The doors of all garages shall be installed with electric or battery powered opening and closing devices.

Section 23: Window Coverings. No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar type items, shall be installed or placed on the outside or inside of any windows of a structure without the prior written approval of the Architectural Committee. Any enclosures, drapes, bars, blinds, shades, screens or other items affecting the exterior appearance of a structure which in the judgment of the Architectural Committee detracts from the harmonious appearance and aesthetics of "Hickory Hills Subdivision" will be a violation of this Declaration.

Section 24: Basketball Goals. No basketball goals shall be attached to the front of any dwelling or garage nor erected in any front yard or on the side of any street which abuts any corner lot.

Section 25: Outside Lighting. Spotlights, floodlights, or similar type high intensity lighting shall be designed, located and constructed so as to eliminate or significantly reduce glare on adjoining residences, and the Architectural Committee may direct that they be redesigned or eliminated if they determine that it is advisable. Other types of low intensity lighting which do not disturb the Owners or their occupants of the properties may be allowed.

Section 26: Mailboxes. Each Owner shall construct a mailbox which shall be completed prior to occupying the residence. The mailbox design, materials and specifications must be approved by the Architectural Committee. The mailbox is considered an integral part of the design guidelines.

Section 27: Roofs. All roofs shall have an exterior surface which shall be approved by the Architectural Committee, in its sole and absolute discretion. Wood/Shake roofs are discouraged. An architectural series forty (40) year composition roof shall be the minimum standard.

Section 28: Completion. A structure shall be completed within a reasonable time after commencement of construction. In the event of fire, windstorm, or other damage, a structure shall be repaired, remodeled, rebuilt or completely removed within a reasonable time.

Section 29: Developer Exemption. Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of Developer, its employees, agents and subcontractors or parties designated by them in connection with any construction, completion, sale or leasing of any portion of "Hickory Hills Subdivision".

Section 30: Remedies.

(a) In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, builder, contractor, subcontractor, agent or employee thereof), shall violate, or permit to be violated, any of the provisions set forth in this Article, the Board shall mail to said Owner a written Notice of Violation. The 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.

(b) 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 Board shall incur expenses in connection with the process of removing and/or terminating said violation, the Association may enforce collection of same in the same manner as if such costs were an assessment and shall have all powers and rights to so collect as set forth in Article VI, Section 9, above.

(c) The Association is expressly authorized to tow away, at an offending Owner's expense, any motor vehicle, recreational vehicle, or trailer referred to in this Article VIII which is in violation hereof or which is placed on the Property in violation of the Rules governing parking as may be adopted by the Board of Directors.

(d) In addition to the other remedies set forth in this Declaration, the Association shall be empowered to levy fines against the Owner of the Lot upon which the violation is occurring or has occurred in an amount of up to One Hundred Dollars (\$100.00) per day for each violation. The Association shall give notice to the Owner as provided in Subsection (a) above which shall state the date the fine shall begin, if the violation is not terminated. All fines imposed pursuant to this paragraph shall be secured by a lien encumbering such Lot in the same manner as the lien provided for in Article VI, Section 9.

(e) 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 violative situation, condition or occurrence.

ARTICLE IX

CARE OF COMMON AREA

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

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

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

Section 2: Damage or Destruction of Common Area by Owners. In the event any Common Area is willfully or maliciously damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, the Owner does hereby authorize the Association to repair said damaged area, and the Association, at its option, shall so repair said damaged area. The cost for such repairs, multiplied by 125%, 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 9, above.

ARTICLE X

GENERAL PROVISIONS

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

Section 2: Severability. Invalidity of all or any part of these Covenants, Conditions and 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) These Covenants, Conditions and Restrictions shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless otherwise amended as herein provided.

(b) This Declaration may be amended in whole or in part at any time within ten (10) years from the date of recordation of same by an instrument in writing executed by Developer, its successors or

assigns.

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

(d) Any amendment of this Declaration pursuant to the provisions of Article X, Section (b) or (c) herein above, which would change any obligation to maintain the storm water detention facilities or drainage area of any final plat of "Hickory Hills Subdivision" or any common area of "Hickory Hills Subdivision" shall require the written approval of the City of Springfield, Missouri. No amendment shall be effective until it is recorded in the Recorder of Deeds Office in Greene County, Missouri.

Section 4: Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Developer, the Association, or any Owner or Owners of lots within "Hickory Hills Subdivision". However, any other provision to the contrary notwithstanding, only Developer, the Association, the Board of Directors, the Architecture Committee, or the duly authorized agents of any of them, may enforce by self help any of the provisions of these Restrictions.

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

Section 6: Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

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

(a) If to the Association or the Architectural Committee, to the Association's registered agent at his registered office; currently Jim Hutcheson, 2847 South Ingram Mill, Building C, Suite 100 Springfield, MO 65804.

(b) If to an owner, to the address of any Lot within "Hickory Hills Subdivision", owned, in whole or in part, by him or to any other address last furnished by an Owner to the Association;

(c) If to Developer, to its registered agent at its registered office; currently Jim Hutcheson, 2847 South Ingram Mill, Building C, Suite 100 Springfield, MO 65804. Provided, however, that any such address may be changed at any time by the party concerned by furnishing a written notice of change of address to the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

Section 8: Public Dedication. Nothing contained in this Declaration shall be deemed to constitute a dedication for public use or to create any rights in the general public. Nothing contained in the Declaration shall be construed as creating an obligation on the part of Greene County or the City of Springfield, Missouri or any other governmental authority having jurisdiction over the Property and the Common Areas to maintain, repair or replace any portion of the Property, the Common Areas or

the appurtenances thereto.

ARTICLE XI

CITY OF SPRINGFIELD'S RIGHTS

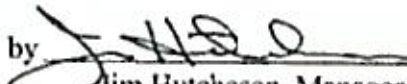
Notwithstanding any other provision to the contrary in this Declaration of Covenants, Conditions and Restrictions of Hickory Hills Subdivision, and in conjunction with the Powers granted to the City of Springfield under Article I, Land Development Code, Section 5-2300, et seq., as amended, readopted or recodified from time to time, which is incorporated herein by reference, in the event for any reason the Association should fail to maintain any Common Area or Areas, including but not limited to repair, storm water detention facilities, drainage areas, easements, or in the event the Association should be dissolved for any reason or cease to exist, and the Lot Owners and/or Unit Owners of condominiums fail to maintain such Common Area or Areas, repair, storm water detention facilities, drainage areas, easements, then the City of Springfield shall have the right and full authority and ability to intercede and maintain the said Common Area or Areas, repair, storm water detention facilities, drainage areas, easements and assess the City's costs of same to the Lot Owners and or Unit Owners within the subdivision or and condominium or and lots and or units or parcels previously served by the Association or any of the Common Areas of the subdivision and or condominium, on a pro rata basis based on the square footage of the lots and or units within the area previously served by the Association and such shall run as a lien against the lots and or units. The City shall be given the power provided herein, as well as any other remedy available to it under the Law, to set and enforce such assessments to pay for the maintenance or the abatement of any nuisance contained in any Common Area or Areas. The Association may not be dissolved nor may these Covenants, Conditions and Restrictions be amended to affect the City's rights without the written consent of the City Manager of the City of Springfield.


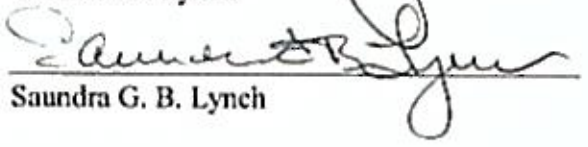
IN WITNESS WHEREOF, the undersigned "Hickory Hills Subdivision", L.L.C. has caused this instrument to be executed on this 2nd day of APRIL 2009.

"Hickory Hills Land Development, LLC

NO
SEAL

by


Jim Hutcheson, Manager


Thomas W. Lynch

Sandra G. B. Lynch

ACKNOWLEDGMENT BY L. L. C

STATE OF MISSOURI)

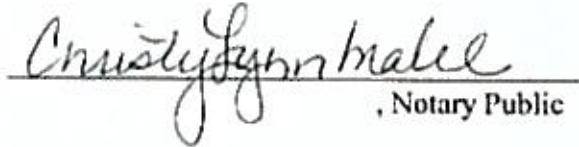
SS)
COUNTY OF GREENE) *Christian*
April

On this 2 day of April, 2009, before me personally appeared Jim Hutcheson, to me personally known, who being duly sworn did say that he is the Manager(s) of HICKORY HILLS LAND DEVELOPMENT, LLC, and that the said instrument was signed ~~in~~ in Springfield, Missouri, on behalf of said company by authority of its members, and the said Jim Hutcheson, acknowledged said instrument to be the free act and deed of said company.

In testimony whereof, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, the day and year first above written.

(Seal)

Christy Lynn Mabe - Notary Public Notary Seal, State of Missouri - Christian County Commission #05399987 My Commission Expires 11/29/2009


Christy Lynn Mabe, Notary Public

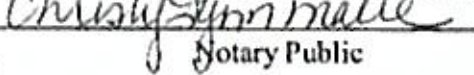
My Commission expires: 11/29/09

STATE OF MISSOURI)

SS)
COUTNY OF GREENE) *Christian*
April

On this 2 day of April, 2009, before me, a Notary Public in and for Greene County, State of Missouri, personally appeared Thomas W. Lynch and Sandra G. B. Lynch, husband and wife, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed

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

(seal) 

Christy Lynn Mabe - Notary Public Notary Seal, State of Missouri - Christian County Commission #05399987 My Commission Expires 11/29/2009

Christy Lynn Mabe
Notary Public

"EXHIBIT A"

PROPERTY DESCRIPTION

A TRACT OF DESCRIBED AS PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER EXCEPT THE SOUTH 5 ACRES AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 29 NORTH , RANGE 21 WEST, PART OF THE LANDS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2006, PAGE 054325-06, AND BOOK 2007, PAGE 001716-07, AND BOOK 2007, PAGE 001717-07 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 29 NORTH, RANGE 21 WEST; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22, NORTH 87°43'26" WEST, 1306.65 FEET TO A POINT LYING 15.85 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE LEAVING SAID SOUTH LINE, NORTH 01°08'16" EAST, 1341.62 FEET; THENCE NORTH 87°36'02" WEST, 15.85 FEET; THENCE NORTH 01°08'16" EAST, 164.94 FEET; THENCE NORTH 87°36'01" WEST, 286.09 FEET; THENCE NORTH 00°16'08" EAST, 236.49 FEET; THENCE SOUTH 80°08'54" EAST, 94.39 FEET; THENCE NORTH 85°40'51" EAST, 101.10 FEET; THENCE SOUTH 89°53'42" EAST, 93.91 FEET; THENCE SOUTH 84°00'18" EAST, 204.21 FEET; THENCE NORTH 71°30'16" EAST, 116.43 FEET; THENCE NORTH 81°44'11" EAST, 92.07 FEET; THENCE NORTH 76°18'48" EAST, 79.98 FEET; THENCE NORTH 84°43'03" EAST, 57.71 FEET; THENCE NORTH 70°49'46" EAST, 70.88 FEET; THENCE NORTH 51°14'54" EAST, 73.41 FEET; THENCE SOUTH 01°05'37" WEST, 554.71 FEET; THENCE SOUTH 87°36'02" EAST, 660.25 FEET TO A POINT LYING ON THE EAST LINE OF NORTHEAST QUARTER OF SAID SECTION 22; THENCE ALONG SAID EAST LINE, SOUTH 01°02'58" WEST, 1338.86 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 29 NORTH, RANGE 21 WEST, IN GREENE COUNTY, MISSOURI. CONTAINING 48.39 ACRES, MORE OR LESS WHICH INCLUDES 1.999 ACRES USED FOR ROAD PURPOSES. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE. SUBJECT TO ALL EASEMENTS, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD. CONDITIONS AND MONUMENT ARE AS SHOWN ON ANDERSON ENGINEERING, INC. DRAWING NUMBER WB 107-647.



015415-11 25 APR 2011 12:07:00pm



Book: 2011
Page: 015415-11
5 pages

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Cheryl L. Dawson
RECORDER OF DEEDS

recgas

TITLE OF DOCUMENT: FIRST AMENDMENT TO THE DELARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HICKORY HILLS SUBDIVISION PHASE I

DATE OF DOCUMENT: APRIL 21st, 2011

GRANTOR: HICKORY LAND COMPANY, LLC

GRANTEE: HICKORY HILLS SUBDIVISION PROPERTY OWNERS ASSOCIATION, INC.

MAILING ADDRESS: HICKORY LAND COMPANY, LLC
2847 SOUTH INGRAM MILL ROAD, C100
SPRINGFIELD, MO 65804

LEGAL DESCRIPTION: SEE EXHIBIT A, PAGE 5

AFFECTED BOOK AND PAGES: BOOK 2009, PAGE 017653-09

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF HICKORY HILLS SUBDIVISION PHASE I
A SUBDIVISION IN GREENE COUNTY, MISSOURI**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions (the "Amended Declaration") is made on the date hereinafter set forth as provided in the Declaration of Covenants, Conditions and Restrictions of Hickory Hills Subdivision Phase I, a Subdivision in Greene County, Missouri (the "Original Declaration"), filed in Book 2009 at Page 017653-09 on April 24, 2009 in the Office of the Recorder of Deeds for Greene County, Missouri (the "Subdivision").

WITNESSETH:

WHEREAS, the Original Declaration provides in Article X Section 3 (b) that the Declaration may be amended in whole or in part, at any time within ten (10) years from the date of recordation of same by an instrument in writing executed by the Developer, its successors or assigns; and

WHEREAS, less than ten (10) years have passed since the recordation of the Original Declaration; and

WHEREAS, the original named Developer in the Original Declaration, Hickory Hills Land Development, L.L.C., has assigned its rights as Developer and its ownership of the Property as defined in the Original Declaration to Hickory Land Company, LLC; and

WHEREAS, this First Amendment to the Original Declaration does not affect the rights of the City of Springfield, Missouri as provided in Article XI of the Original Declaration, and applies equally to all Lots in the; and

WHEREAS, the Final Plat for the Subdivision has been approved and filed.

NOW THEREFORE, the undersigned hereby amended the Original Declaration as provided in this Amended Declaration, which shall run with the Property and be binding on all present and future owners of Lots and shall inure to the benefit of each Lot and each Lot Owner in the Property.

**ARTICLE I
DEFINITIONS
SECTION 1 (f)**

The existing Article I Section 1 (f) in the Original Declaration is amended by deleting Section 1 (f) in its entirety and replacing it with a new Section 1 (f) as follows:

(f) "Developer" shall mean Hickory Land Company, LLC, its successors and assigns and any entity designated by Hickory Land Company, LLC, as a Developer or successor.

**ARTICLE V
MEMBERSHIP AND VOTING RIGHTS
SECTION 2**

The existing Article V Section 2 in the Original Declaration is amended by deleting the number "15" from the last line of Section 2 and replacing it with the number "16."

**ARTICLE VI
COVENANTS FOR ASSESSMENTS
SECTION 2**

The existing Article VI Section 2 in the Original Declaration is amended by deleting Section 2 in its entirety and replacing it with a new Section 2 as follows:

Section 2: Developer Assessments. The Developer is a Class B Member and is not obligated to pay any assessments upon the Lots it owns, including, but not limited to Annual Assessments or Special Assessments.

**ARTICLE VII
ARCHITECTURAL CONTROL
SECTION 4**

The existing Article VII Section 4 in the Original Declaration is amended by deleting the number "2016" from the last line of Section 4 and replacing it with the number "2021."

**ARTICLE X
GENERAL PROVISIONS
SECTION 3 (c)**

The existing Article X Section 3 (c) in the Original Declaration is amended by deleting Section 3 (c) in its entirety and replacing it with a new Section 3 (c) as follows:

(c) This Declaration may be amended at the end of the above mentioned ten (10) year period at a regular or special meeting of the Members by a vote to approve the amendment of at least 66 2/3% of the Members who are present at such meeting, provided that the amendment must be in an instrument in writing executed by the President of the Association, recorded in the Office of Recorder of Deeds for Greene County, Missouri, with the affirmative of vote of not less than 66 2/3% if the Members, and any amendment shall be consistent with the Declaration.

The Original Declaration shall remain in full force and effect, except as expressly amended by this Amended Declaration.

IN WITNESS WHEREOF, The undersigned has caused this instrument to be executed on this 21 day of April, 2011.

Hickory Hills Land Development, L.L.C.

By: [Signature]
Jim Hutcheson, Manager

Hickory Land Company, LLC

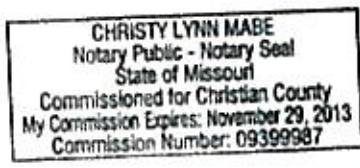
By: [Signature]
Jim Hutcheson, Manager

STATE OF MISSOURI)

COUNTY OF ~~GREENE~~ Christian *clm*

On this 21 day of April, 2011, before me personally appeared Jim Hutcheson, to me personally known, who being duly sworn, did say that he is the Manager of Hickory Hills Land Development, L.L.C. and Hickory Land Company, LLC, and that the said instrument was signed and sealed by him by the authority of their members, and as the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri.



Notary Public
[Signature]
Christy Lynn mabe
Print Name

My commission expires: 11/29/13

"EXHIBIT A"

PROPERTY DESCRIPTION

A TRACT OF DESCRIBED AS PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER EXCEPT THE SOUTH 5 ACRES AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 29 NORTH, RANGE 21 WEST, PART OF THE LANDS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2006, PAGE 054325-06, AND BOOK 2007, PAGE 001716-07, AND BOOK 2007, PAGE 001717-07 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 29 NORTH, RANGE 21 WEST; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22, NORTH 87°43'26" WEST, 1306.65 FEET TO A POINT LYING 15.85 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE LEAVING SAID SOUTH LINE, NORTH 01°08'16" EAST, 1341.62 FEET; THENCE NORTH 87°36'02" WEST, 15.85 FEET; THENCE NORTH 01°08'16" EAST, 164.94 FEET; THENCE NORTH 87°36'01" WEST, 286.09 FEET; THENCE NORTH 00°16'08" EAST, 236.49 FEET; THENCE SOUTH 80°08'54" EAST, 94.39 FEET; THENCE NORTH 85°40'51" EAST, 101.10 FEET; THENCE SOUTH 89°53'42" EAST, 93.91 FEET; THENCE SOUTH 84°00'18" EAST, 204.21 FEET; THENCE NORTH 71°30'16" EAST, 116.43 FEET; THENCE NORTH 81°44'11" EAST, 92.07 FEET; THENCE NORTH 76°18'48" EAST, 79.98 FEET; THENCE NORTH 84°43'03" EAST, 57.71 FEET; THENCE NORTH 70°49'46" EAST, 70.88 FEET; THENCE NORTH 51°14'54" EAST, 73.41 FEET; THENCE SOUTH 01°05'37" WEST, 554.71 FEET; THENCE SOUTH 87°36'02" EAST, 660.25 FEET TO A POINT LYING ON THE EAST LINE OF NORTHEAST QUARTER OF SAID SECTION 22; THENCE ALONG SAID EAST LINE, SOUTH 01°02'58" WEST, 1338.86 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 29 NORTH, RANGE 21 WEST, IN GREENE COUNTY, MISSOURI. CONTAINING 48.39 ACRES, MORE OR LESS WHICH INCLUDES 1.999 ACRES USED FOR ROAD PURPOSES. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE. SUBJECT TO ALL EASEMENTS, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD. CONDITIONS AND MONUMENT ARE AS SHOWN ON ANDERSON ENGINEERING, INC. DRAWING NUMBER WB 107-647.