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REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Linda L. Montgomery
RECORDER OF DEEDS

recsmb

**Title of Document: DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS
OF FRISCO TRAILS**

Date of Document: DECEMBER 5, 2005

Grantor(s): FIRST VENTURE, L.L.C.

Grantee(s): FIRST VENTURE, L.L.C.

Mailing Address(s): 2726 EAST CHESTNUT EXPRESSWAY, SPRINGFIELD, MO. 65802



Legal Description: LOCATED ON PAGE 27 & 28

Reference Book and Page(s):

5-68583-001

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FRISCO TRAILS SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FRISCO TRAILS SUBDIVISION made and dated as of this 8th day of November, 2005 by FIRST VENTURE, L.L.C., a Missouri Limited Liability Company (the "Developer"), having mailing address of 2726 East Chestnut Expressway, Springfield, Missouri 65802 [index as Grantor], and THE SIGNATURE BANK, a Missouri chartered bank (the "Bank").

WITNESSETH:

WHEREAS, Developer is the owner of record of the real property located in Greene County, Missouri, described in the attached Exhibit A, commonly known as Frisco Trails Subdivision; and

WHEREAS, Developer desires to provide for the development of Frisco Trails Subdivision with open areas, recreational facilities, detached single family homes and other structures as provided for herein, and to provide for the maintenance, improvement and administration of the Frisco Trails Subdivision community as well as the preservation of the valued amenities of Frisco Trails Subdivision; and

WHEREAS, the final plat of Frisco Trails Subdivision is recorded in the office of the Recorder of Deeds of Greene County, Missouri, in Plat Book 22 at Page 164; and

WHEREAS, it is the intention of Developer that the Association (defined below) will be duly incorporated under the laws of the State of Missouri as a not-for-profit corporation; and

WHEREAS, the Association will be created for the general purposes of managing the Frisco Trails Subdivision community properties and facilities; administering and

enforcing the covenants and restrictions; and collecting and disbursing the assessments as provided for in this Declaration; and

WHEREAS, the Bank is the holder of the promissory note secured by the Deed of Trust (the "*Deed of Trust*") on the property from Developer dated 12-6-05, which is recorded among the records of Greene County, Missouri in Book 22, at Page 164. The Bank is joining in this Declaration for the purpose of subordinating the Deed of Trust to the legal operation and effect of this Declaration.

NOW THEREFORE, Developer and the Bank do hereby declare that all of the Property, except Lot 1 and Lot 108 as shown on the Final Plat, 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 Frisco Trails Subdivision.

ARTICLE I

Definitions

Terms found in this Declaration are defined as follows:

(a) "*Architectural Committee*" shall mean and refer to that committee established and appointed by the Board to exercise the powers and duties delegated to such committee by this Declaration and by the Association, as the same may be constituted from time to time.

(b) "*Association*" shall mean and refer to **Frisco Trails Subdivision Homeowners Association, Inc.**, its successors and assigns.

(c) "*Board*" shall mean the Board of Directors of the Association.

(d) "*Common Area*" shall mean all real property, including improvements and fences thereon and easements appurtenant thereto, owned by the Association or designated or shown as common area, green space, detention basins or storm drainage facilities located in drainage easements of common areas, constructed channels and drainage ways, storm water detention areas, water quality and sediment basins, storm sewers and inlets shown on the Final Plat, as recorded, and intended for the common use and enjoyment of the Owners and all appurtenances necessary for the proper conveyance, storage or water quality management of storm water runoff including, but not limited to, detention basins, the drainage easements depicted on the Final Plat and any offsite easements granted by the Association, of the Property and the landscaped portion of any street, medians, traffic islands, cul-de-sac islands, or landscaped areas within any public street within the Property, any private streets, entry

roads, curb and gutter, sidewalks, gates and other improvements as shown on the Final Plat, and such other real property as may be transferred to the Association by the Developer. The Common Area shall include all land within the boundaries of Frisco Trails Subdivision other than (1) numbered lots shown on the Final Plat and (2) the streets and roadways shown on the Final Plat and dedicated to public use.

(e) **"Declaration"** shall mean this Declaration of Restrictions, Covenants, and Conditions of Frisco Trails Subdivision and all other provisions set forth in this entire document, which may be amended from time to time;

(f) **"Developer"** shall mean FIRST VENTURE, L.L.C., its successors and assigns and any entity designated by First Venture, L.L.C., as a developer or successor;

(g) **"Final Plat"** shall mean the initial recorded plat of Frisco Trails Subdivision referred to on Page 1 of the Declaration, and any recorded amendment, modification, addition or replat thereof showing all or any part of the Property.

(h) **"Frisco Trails Subdivision"** shall mean the Property.

(i) **"Lot"** shall mean any parcel of real property designated as a lot on a Final Plat, with the exception of the Common Area and, unless Lot 1 and Lot 108 are otherwise specifically included, with the exception of Lot 1 and Lot 108 as shown on the Final Plat.

(j) **"Owner(s)"** shall mean the record 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, the term "Owner" shall not include a lessee or tenant.

(k) **"Property"** or **"Properties"** shall mean and refer to the property described in Exhibit A attached hereto, and referred to as Frisco Trails Subdivision, and any additional real estate added to the Property in the manner set forth in Article III, Section 2 of this Declaration.

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

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

(n) **"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:

(a) The right of the Association to suspend any Owner's voting rights and the right to use facilities for any period during which any assessment against the Owner's Lot remains unpaid; and, after notice and hearing, for a period not to exceed ninety (90) days for any infraction of this Declaration, any supplementary Declarations thereto, Bylaws of the Association or any Rules which may be adopted by the Board of the Association; and

(b) 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

(c) The right of the Association to promulgate and enforce the Rules and Regulations in connection with the Common Area.

ARTICLE III

Property Subject to the Frisco Trails Subdivision Restrictions

Section 1. General Declaration Creating Frisco Trails Subdivision. Developer may develop Frisco Trails Subdivision in phases, by subdivision into various Lots. Developer may supplement or modify this Declaration with such additional covenants, conditions and restrictions as may be appropriate. Developer's conveyance of Lots is subject to this Declaration, as modified and amended. Developer hereby declares that all of the real property within Frisco Trails 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 and every part thereof. All of this Declaration shall run with all of the real property within Frisco Trails Subdivision for all purposes and shall be binding upon and inure to the benefit of Developer, Association, and all Owners and their successors in interest.

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

(a) The Developer, its successors and assigns shall have the right for twenty (20) years from the date of recording of this Declaration to bring within the operation and effect of this Declaration additional portions of land, regardless of whether said properties are presently owned by the Developer, *provided*, that the same are adjacent to or have a common boundary with, or are on the opposite side of any common street from, property already subject to this Declaration, and *provided further*, that any extension of the subdivision or modification of this Declaration must be approved by Greene County, Missouri or the City of Springfield, Missouri, if Frisco Trails Subdivision has been annexed into the City of Springfield, Missouri. Additions authorized under this **Article III, Section 2**, shall be made by recording among the records of Greene County, Missouri, a supplement to this Declaration, which need only be executed by the Developer and the owner of such additional land, if the Developer is not the owner thereof, which shall describe the additional land and state that it is subject to this Declaration. The additions authorized by this **Article III, Section 2**, shall not require the approval of the Association or any Owner.

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

Section 3. Exclusion of Lot 1 and Lot 108. The covenants, conditions and restrictions set forth in this Declaration shall not bind or affect the property shown as Lot 1 or Lot 108 on the Final Plat. Without limiting the foregoing, there are and will be no voting rights in the Association appurtenant to Lot 1 or Lot 108. The Association will have no power to make general or special assessments against Lot 1 or Lot 108, and neither the Association nor any Owner will have any right to require the owner of Lot 1 or Lot 108 to comply with any covenant, condition or restriction set forth in this Declaration.

ARTICLE IV

Frisco Trails Subdivision Homeowners Association

Section 1. Organization.

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

(b) **Board.** 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 are set forth in the Articles and Bylaws.

Section 3. Rules. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of the Declaration, adopt, amend, and repeal rules and regulations governing the use of any Common Area by any 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 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, said Rules shall have the same force and effect as if they were set forth in and were part of the Declaration.

Section 4. Personal Liability. No member of the Board or any committee of the Association, or any officers of the Association shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the

Association, the Board, or any other representative or employee of the Association, or the Architectural Committee, or any other Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

Section 5. Responsibility for Common Areas. The Association shall have the responsibilities for maintaining the Common Areas (including any detention basins for the handling of storm water drainage) and shall be responsible for the payment of any taxes and insurance on the Common Areas.

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 two classes of voting membership:

(a) **Class A.** Except for the Developer (which initially shall be a Class B member), the Class A members shall be all of the Owners of the Lots. In all proceedings in which action shall be taken by members of the Association, one vote shall be allocated to each Lot owned by a Class A member, and the Owner of such Lot shall be entitled to cast that vote. The vote of any Class A member comprised of two or more persons, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation or Bylaws of the Association or as the several constituents may determine, but in no event shall such constituents split the vote or cast more than one vote per Lot for each Lot owned by them; and

(b) **Class B.** The Class B member shall be the Developer. The Class B member shall be entitled to ten votes per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association. The Class B membership in the Association shall cease and be converted to Class A membership in the Association on the twentieth (20th) anniversary of the date of recording of this Declaration or at such earlier time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B member, *provided, however*, that the Class B membership shall be revived (and the Developer shall again be entitled to ten votes for each Lot owned by the Developer) during any

periods of time occurring before the twentieth (20th) anniversary of the date of recording of this Declaration, when (by reason of the annexation of additional land as a part of the Property) additional Lots owned by the Developer exist which, when added to the other Lots then owned by the Developer, would result in the Developer owning more than one eleventh (1/11th) of the Lots.

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

Section 4. Management. Members shall have no rights to manage the business affairs of the Association. The management of the Association is vested entirely in the Board as set forth in the Articles of Incorporation and Bylaws.

ARTICLE VI

Covenant for Assessments

Section 1. Creation of Lien and Personal Obligation for Assessments. The Developer, for each Lot owned within Frisco Trails Subdivision, hereby covenants, and each Owner of any Lot, by acceptance of a deed ☐herefore, whether or not it shall be so expressed in such deed, are deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable 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 Lot 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 Lot on the effective date of the 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 Lot 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 Frisco Trails Subdivision. 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 Bylaws) 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 rights and powers granted in this Article or granted elsewhere in this Declaration and the Articles of Incorporation and in the Bylaws of the Association.

Section 3. Annual Assessment.

(a) The initial annual assessment for 2006 shall be not more than One Hundred Seventy Five Dollars (\$175.00) for each Lot. Lots owned by the Developer shall not be subject to assessment, and the Developer shall pay no assessments.

(b) After 2006, 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 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 Assessment for Capital Improvements. In addition to the annual assessments specified in Section 3 above, the Association may levy, in any assessment year, a special assessment. The purpose of the special assessment shall be to provide for a capital improvement in the Common Area or to provide, 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 Two Hundred Dollars (\$200.00) per year, per Lot. Any special assessment shall require an affirmative vote of a majority of the Owners.

Section 5. Date of Commencement of Annual Assessments. The annual assessments for each Lot provided for herein shall commence on the date of the first conveyance of said Lot by the Developer to an Owner other than Developer. The first annual assessment for each Lot shall be prorated based on the date it was sold by the Developer. Written notice of the annual assessment shall be sent to every Owner.

Section 6. Effect of Nonpayment of Assessments; Remedies of the Association. Each Owner shall be deemed to covenant and agree to pay to the Association the assessments provided for herein, and each agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner

agrees to pay reasonable 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 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 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.

(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 Frisco Trails Subdivision to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots under these restrictions, together with interest thereon at the rate of eighteen percent (18%) per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time within thirty (30) days after the occurrence of any default in the payment of any such assessment, the Association or any authorized representative may, but shall not be required to, make a written demand for payment from 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 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, 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 the 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 claim of lien is made by the Association pursuant to the Restrictions of Frisco Trails Subdivision; and

(5) That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon (A) recordation of a duly executed original or copy of such a claim or lien, and (B) mailing a copy thereof to said Owner, the lien claimed thereon shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such Assessment was levied. Such a lien shall have priority over all liens or claims 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 below. 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 Owners. 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 by the Association to the extent permitted by law. Each Owner, by becoming an Owner in Frisco Trails Subdivision, 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 or deed of trust. 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, storage 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 Committee shall consist of three persons, selected by the Developer, until such time as it, or its successors or assigns, shall no longer have any ownership interest in the Property or any other interest, including but not limited to, options to purchase, any of the property described in **Exhibit A** to this Declaration.

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. The following procedures shall regulate review of applications made to the Architectural Committee:

(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.

ARTICLE VIII

Use and Building Restrictions

Section 1. Restrictions. The restrictions in this **Article VIII** are imposed upon each residential Lot for the benefit of all Owners and the Developer.

Section 2. Residential Use. Lots 2 through 107, inclusive, shall be used, improved and devoted exclusively for the use of one (1) Single Family Residence upon each such Lot. Nothing herein shall be deemed to prevent the leasing of any such dwelling from time to time, by the Owner thereof, subject to all of the provisions of the Declaration.

Section 3. Animals. No animals, fowl, or livestock, other than a reasonable number of generally accepted house pets, shall be maintained on any property within Frisco Trails 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. 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 Board 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 Board shall be enforceable as other restrictions contained herein. Pets shall not be allowed loose or unsupervised on any part of the Properties, and pets must be on a leash when walked by their owners and allowed only on such portions of the Properties as the Board 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. TV antennas shall be erected so as to be as inconspicuous as possible, and no such TV antenna shall extend more than six (6) feet above the ridge of the roof of the particular dwelling unit upon which the antenna is located; *provided, however*, that the Architectural Committee shall have the authority to award variances with respect to the foregoing prohibition. No satellite dish larger than three feet (3') in diameter shall be erected, used or maintained on any Lot without prior written approval of the Architectural Committee.

Section 5. Improvements and Alterations. No building, including storage buildings, 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 Frisco Trails 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 7. Motor Vehicles and Trailers. No mobile home, motor home, truck larger than three-quarters (3/4) of a ton or travel trailer, boat trailer, utility trailer or commercial trailer of any type shall be parked, kept, maintained or repaired upon any property or street (public or private) within Frisco Trails Subdivision; nor shall any motor

vehicle of any kind be constructed, reconstructed or repaired on public or private property within Frisco Trails Subdivision, *provided, however*, that the provisions of this paragraph do 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 Board does determine that any motor vehicle is creating loud or annoying noises by virtue of its operation within Frisco Trails Subdivision, such determination shall be final, and upon notice by the Board to the Owner of said vehicle any repairs must be made in a timely fashion. If repairs are not made to remedy the excessive noise, the operation of said vehicle shall be prohibited in Frisco Trails Subdivision.

Section 9. Landscaping and Lawns. Each Owner of a Lot is responsible for the maintenance and upkeep of the landscaping and lawn on his Lot including, but not limited to, the following:

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

(b) **Required Sod.** Each Owner will be required to cause good quality sod to be laid on the full front yard, each side yard and at least 25' beyond the rear of the Single Family Residence constructed on such Owner's Lot, as soon as is practicable after completion of construction of the residence. Corner Lots will require full sod

(c) **By Owner.** Each Owner of a Lot in Frisco Trails Subdivision 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 an assessment and shall have all powers and rights to so lien and collect as set forth in Article VI, Section 6, above.

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

Section 10. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within Frisco Trails Subdivision, 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 foregoing provision, no exterior sound devices are allowed.

Section 11. Repair of Buildings and Other Structures. No building, structure or fence (including, but not limited to, fences placed around the perimeter of the Property by the Developer, the inner and outer surfaces of which shall be maintained by the Owner of each Lot abutting such fence) upon any Lot within Frisco Trails Subdivision 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 Frisco Trails 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 Frisco Trails Subdivision, payment for which shall be included in the Association dues. All residents of Frisco Trails Subdivision 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. No outside clothes lines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on a Lot within Frisco Trails Subdivision.

Section 14. Encroachments. No tree, shrub or planting of any kind on any Lot within Frisco Trails Subdivision 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 Frisco Trails Subdivision, *except* that:

- (a) An owner (or guest, invitee, 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 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 three-quarters (3/4) of a ton in size shall be kept, parked or placed upon any lot or street (public or private) within Frisco Trails Subdivision between the hours of 12:00 midnight and 5:00 am, unless permission to the contrary is 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 16. Restriction on Further Subdivisions. No Lot within Frisco Trails 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 the Developer from subdividing any property owned by the Developer. Such newly created parcel thereafter shall be considered as one Lot.

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. At no time may a "for rent" sign be displayed on any Lot;

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

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

(d) 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

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

Section 18. Dwelling Size. Enclosed living space of any ranch-style or split-level Single Family Residence constructed on a Lot, excluding garage and/or carport, shall be at least eighteen hundred (1,800) square feet on the main floor. Enclosed living space of any two-story Single Family Residence constructed on a Lot, excluding basement, garage and/or carport, shall be at least sixteen hundred (1,600) square feet on the main floor, and be a total of at least two thousand, two hundred (2,200) square feet of living space for the entire residence.

Section 19. Building Location.

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

Section 20. Building Material. The facades of all residences and all appurtenances thereto shall be faced with brick, stone, or a combination thereof. Areas that are difficult to brick such as cantilevered or boxed out areas, bay windows and dormers may be stucco, concrete siding or vinyl siding. Soffits to be vinyl or other maintenance-free material.

Section 21. 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) Without limiting the discretion of the Architectural Committee to deny approval to a proposed fence, all fences placed, installed or constructed on any Lot must adhere to the following standards: (1) the fence must be a "shadow box" design with alternating boards finished on both sides; (2) the fence shall be no taller than forty eight inches (48") in height; (3) the picket material must be 1" x 8" oil-treated southern yellow pine; (4) post material must be 4" x 4" oil-treated southern yellow pine; (5) rails for fence must be 2" x 4" oil-treated southern yellow pine; (6) materials must be rough sawn on all sides; (7) all nails used in the construction of the fence must be galvanized ring shank; (8) posts shall be set in concrete and shall be on the inside of the fence; (9) supporting structures on all fences shall be placed on the side of the fence facing the property of the Owner building the fence.
- (c) No fences or hedges in Frisco Trails Subdivision shall be permitted between the front wall of the structure and the adjoining street or across the front yard at any point.

(d) No fences in Frisco Trails Subdivision shall extend nearer to the front wall of the house than fifty (50%) percent of the depth of the house on each side.

Section 22. Sales and Construction Office. Notwithstanding anything herein, the Developer and its agents may establish temporary sales and/or construction offices and model homes in Frisco Trails Subdivision and may allow builders and Realtors® to do the same. Any such office shall be removed upon the completion of the subdivision. Developer and its agents shall have the right to use the Common Area in conjunction with the sales and promotion of Lots and houses within Frisco Trails Subdivision.

Section 23. Easements. Easements are reserved as shown on the preliminary plat and as maintained upon the recorded plat.

Section 24. Soil Removal. Soil may not be removed without the express written consent of the Developer.

Section 25. Outside Lighting. Spotlights, floodlights, or similar types of 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 may be allowed.

Section 26. Mailboxes. Each owner shall construct or install a mailbox, constructed of the same brick or stone as on the front of the house, which shall be completed prior to occupying the residence. Each Owner will coordinate the location of such mailbox with the U.S. Postal Service and Developer. In cases where the U.S. Postal service requires double or multiple mailboxes, the cost of each such mailbox will be borne in equal shares by all Owners who share the box.

Section 27. Roofs. All roofs shall have an earth-tone, exterior surface which shall be architectural style shingles, and shall have a roof pitch of at least eight to twelve (8/12).

Section 28. 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.

Section 29. Common Area. Although builders may also be Owners of the Lot which is being improved, it is not the intention of the Developer that they or their family use the recreational facilities, unless they also reside within Frisco Trails Subdivision.

Section 30. Garages, Garage Doors and Driveways. All single-family residences shall have attached garages. No detached garages shall be allowed in Frisco Trails Subdivision. Residents of Frisco Trails Subdivision shall keep their garage doors closed at all times except when necessary for ingress and egress. All driveways shall be concrete.

Section 31. Storage Sheds. No storage building, shed or other detached structure shall be constructed, placed or permitted on any Lot.

Section 32. Remedies. 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 cause to be delivered to said Owner a written Notice of Violation. Said Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated or remedied within a reasonable time from the mailing date of said Notice.

If, after a reasonable time has elapsed from the date of said notice, the violation has not been voluntarily terminated by the Owner, the Association shall have the authority to pursue and effect any and all procedures which may be calculated as 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 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

Construction Time Table; Right To Repurchase; Liquidated Damages

Section 1. Construction Within One Year. Each Owner shall, within one (1) year after receiving conveyance of a Lot, obtain the approval of the Architectural Board for the residential improvements which such Owner proposes to construct on the Lot and complete construction of the improvements. The Architectural Board may, upon causes it feels are reasonable and just, extend in writing the time periods set forth above, with regard to any particular Lot.

Section 2. Right to Repurchase.

(a) If any Owner (or any successor to the original Owner) fails to comply with the provisions of the preceding Section (subject, however, to any extensions which may be granted by the Board), then Developer may, within a 2-year period thereafter, at its option, require the Owner to reconvey the Lot to Developer free and clear from all liens, charges, encumbrances, tenancies and other such title exceptions except those in existence at the time of such original conveyance.

(b) Upon receiving such reconveyance, Developer shall refund to the Owner the purchase price originally paid by the Owner for the Lot (but without any interest or earnings thereon, or increase therein).

(c) Each Owner, by accepting title to a Lot subject to the terms of this declaration, hereby acknowledges that this right to repurchase on the part of Developer shall be an additional material consideration to Developer (or the other Grantor thereof) for the conveyance of the Lot.

(d) A notice of this right to repurchase may be included in contracts for sale or in deeds by which Developer conveys title, but any omission to include a notice of this right of repurchase shall not deprive Developer of this right, which shall continue to be enforceable in any event.

Section 3. Liquidated Damages. It being in the best interest of all Owners that construction of residences on all Lots within Frisco Trails Subdivision be commenced and completed as soon as possible, and actual damages for an Owner's failure to do so being difficult, if not impossible, to determine, each Owner, by accepting title to a Lot subject to the terms of this Declaration, hereby agrees that if any such Owner fails to comply with the provisions of Section 1 above, such Owner shall pay to the Association the amount of Two Hundred Fifty Dollars (\$250.00) per week for each week in which such Owner is not in compliance with the provisions of Section 1, not as a penalty, but as liquidated damages. Prior to the imposition of such liquidated damages, the Developer shall provide written notice to the Owner concerning such non-compliance, and the Owner shall have thirty (30) days from the date of such notice to cure such default. If the default is not cured to the reasonable satisfaction of the Developer, then liquidated damages shall commence to accrue from the end of said 30-day period, and shall be enforceable by the Association as any other amount or assessment due the Association hereunder, including, but not limited to, constituting a lien upon such defaulting Owner's Lot or Lots.

ARTICLE X
Care of Common Area

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

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

(b) Maintain or replace injured or diseased trees, shrubs, annuals, perennials, ground cover or other vegetation within any Common Area, subdivision entrance, median or other landscaped area within any right-of-way of any public street located within the subdivision to the extent the Board deems necessary or desirable for the conservation of water and soil and for esthetic purposes, and to the extent that the Greene County Highway Department deems necessary to maintain public safety. The Board shall be the sole judge as to the appropriate maintenance of all grounds within any Common Area, except any landscaped or planted areas within the right-of-way of any public street. Landscaping in road right-of-ways within the subdivision shall be maintained to the satisfaction of the Greene County Highway Department. In the event landscaping within any right-of-way shall not be maintained by the Association to the satisfaction of the Greene County Highway Department, the County shall provide the Association with written notification of any deficiencies, whereupon the Association shall have thirty (30) days to correct any deficiencies. In the event the Association fails to correct any deficiencies in landscaping as delineated by the Greene County Highway Department within thirty (30) days of receipt of notice, then in that event the County may either: (1) have the landscaping maintenance performed, and the Association shall be billed for the cost of said landscaping, or (2) the County may remove the landscaping, median or landscaped area within any right-of-way in said subdivision. Except as otherwise specifically provided, any expense of the Association for administration, maintenance, operation, repair or replacement of the detention basins and landscaping within any public right-of-way shall be treated as, and paid for as, common expense of the Association. All areas shown as Common Areas on the Plat of the subdivision and all detention basins shown thereon shall be owned, kept and maintained by the Developer until such time as the Developer shall determine to convey the same to the Association, which thereupon shall accept delivery of said conveyance and shall thereafter hold all such areas as Common Area.

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

(d) 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, 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 XI

General Provisions

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

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

Section 3. Amendment.

(a) Subject to the rights of the Developer and the Association to amend, the covenants and restrictions of this Declaration shall run with and bind the Property 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 terminated or otherwise amended as herein provided.

(b) This Declaration may be amended in whole or in part at any time within ten (10) years after 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 any time after the end of the above mentioned 10-year period by an instrument in writing executed by the president or other duly authorized officer of the Association, with the approval of a majority of the votes of the Board.

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

(e) The Association may not be voluntarily dissolved without the prior written consent of Greene County, Missouri, or the City of Springfield, Missouri in the event the Property has been annexed into the City of Springfield, notwithstanding any contrary provisions in its Articles of Incorporation or Bylaws.

(f) Anything set forth in this Declaration to the contrary notwithstanding, the Developer 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, with the exception that any amendment of this Declaration which would change any obligation of the Developer or the Association to maintain any Common Area, detention basin, drainage area, or any landscaping within the right-of-way of any public street depicted on the Final Plat of Frisco Trails Subdivision shall require the written approval of Greene County, Missouri or the City of Springfield, Missouri if Frisco Trails Subdivision is subsequently annexed into the City of Springfield, Missouri, before it shall become effective. However, this unilateral right, power and authority of the Developer may be exercised only if either the Veterans' Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part of the Property or any Lots on the Property, for federally approved mortgage financing purposes under applicable Veterans' Administration, Federal Housing Administration or similar programs. If the Veterans' Administration or the Federal Housing Administration or any successor agencies approve all or any portion of the Property or any lots on the Property for federally approved mortgage financing purposes, any further amendments to the Declaration made during any period of time when there are Class B Members of the Association shall also require the prior consent of the agency giving such approval.

Section 4. Subordination of Deed of Trust. The Bank joins in this Declaration for the purpose of assenting to and subordinating its interest under the Deed of Trust to the legal operation and effect of this Declaration reserving, however, the lien and effect of the Deed of Trust on the easements, reservations, rights and benefits reserved and retained by the Developer in this Declaration.

Section 5. 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 Developer, the Association, or any Owner or Owners of Lots within Frisco Trails Subdivision. However, any other provision to the contrary notwithstanding, only the Developer, the Association, the Board, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of these Restrictions.

Section 6. 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 Frisco Trails Subdivision is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration.

Section 7. Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

Section 8. Delivery of Notices and Documents. Any written notice or other documents relating to or required by the Declaration may be delivered either personally or by mail. If by 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:

(a) *If to the Developer:* To First Venture, L.L.C., Attention: Robert Fitzgerald, 2726 East Chestnut Expressway, Springfield, Missouri 65802;

(b) *If to the Association or the Architectural Committee:* To First Venture, L.L.C., Attention: Robert Fitzgerald, 2726 East Chestnut Expressway, Springfield, Missouri 65802;

(c) *If to an Owner or Builder:* To the address of any Lot within Frisco Trails Subdivision, owned in whole or in part, by him or to any other address last furnished by an Owner to the Association, *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 9. 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 Developer and the Bank have caused this Declaration to be executed for recordation as of the date first set forth above.

FIRST VENTURE, L.L.C.

By: [Signature]
Robert Fitzgerald,
Administrative Member

THE SIGNATURE BANK

Attest:
[Signature]
Kim Cathoon Secretary V.P.

By: [Signature]
Name: RICHARD T. HAMILTON
Title: PRESIDENT S. CAMPBELL

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 8th day of November, 2005, before me, the undersigned, a Notary Public within and for said County and State, personally appeared **ROBERT FITZGERALD**, to me personally known, who being by me duly sworn, did say that he is the Administrative Member of **FIRST VENTURE, L.L.C.**, that said instrument was signed and sealed on behalf of said Limited Liability Company by authority of a majority of its Members, and said **ROBERT FITZGERALD** acknowledged said instrument to be the free act and deed of said company.

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

VALERIE D. GEORGE
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County - Comm.#05488059
My Commission Expires Apr. 24, 2009

[Signature]
Notary Public in and for Said County and State

FRISCO TRAILS SUBDIVISION

GREENE COUNTY, MISSOURI

