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REAL ESTATE DOCUMENT  
GREENE COUNTY, MISSOURI  
RECORDERS CERTIFICATION

*Linda S. Montgomery*  
RECORDER OF DEEDS

(Space above reserved for Recorder of Deeds certification.)

**Title of Document:** Declaration of Covenants, Conditions and Restrictions of Lions Gate Phase I

**Date of Document:** May 12, 2004

**Grantor(s):** Lions Gate Development, L.L.C.

**Grantee(s):** Lions Gate Development, L.L.C.

**Return Mailing Address:** 5051 S. National Ave., Building 5  
Springfield, MO 65810

**Legal Description:** See attached legal description on Exhibit A,  
Page 27

**Reference Book and Page(s):** None

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF LIONS GATE

WITNESSETH:

WHEREAS, on the 12<sup>th</sup> day of May, 2004, Lions Gate Development, L.L.C., a Missouri limited liability company, and Springfield Land, L.P. , a Missouri limited partnership, are the owners of record of the following described real property, consisting of 122 acres, more or less, more particularly described on the attached Exhibit "A" hereinafter called "Lions Gate" or the "Property", and

WHEREAS, the Developer owns and/or may purchase additional real property which will become part of Lions Gate and be added to the "Property" at a future date, and

WHEREAS, the Property was approved by the Greene County as the preliminary plat of Lions Gate and the Property is in the process of being developed; and

WHEREAS, Developer desires to provide for the development of Lions Gate as a controlled development with open areas, recreational facilities, single-family homes, and to provide for the maintenance, improvement and administration of the Lions Gate community and the preservation of the values and amenities of Lions Gate, and

WHEREAS, the final plat of Lions Gate Phase I has been approved by Greene County and will be recorded in the future; and

WHEREAS, Lions Gate will also be final platted in future phases; and

WHEREAS, Lions Gate 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 Lions Gate community properties and facilities; administering and enforcing the covenants and restrictions; and collection and disbursing the assessments as provided for in this "Declaration of Covenants, Conditions and Restrictions of Lions Gate,"

NOW THEREFORE, this Declaration of Covenants, Conditions and Restrictions, for Lions Gate is made by Lions Gate Development, L.L.C. and Springfield Land, L.P.

ARTICLE I  
DEFINITIONS

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

(a) "Association" shall mean and refer to Lions Gate Property Owners Association, Inc., its successors and assigns.

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

(c) "Builder" shall mean any builder, contractor, investor or other person or entity who purchases a Lot in Lions Gate for the purpose of resale thereof to a public purchaser; or for the purpose of constructing improvements thereon for resale to a public purchaser.

(d) "Common Area" shall mean all real property now or hereafter owned by the Association that is designated as community area, common area, open, detention or drainage area on any Lions Gate final plat, as recorded, including any amendments to or additions thereto, that is also intended for the common use and enjoyment of all of the Owners, which shall include, but not be limited to the landscape portion of any street, medians, traffic islands or landscaped areas within a public street within the subdivision

(e) "Common Expenses" shall mean all expenses and financial liabilities of the Association. The Common Expenses shall include, but shall not be limited to, the improvement, construction, repair, maintenance, care, landscape, 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.

(f) "Corner Lot" shall mean any lot located at the intersection of and abutting on two or more streets.

(g) "Developer" shall mean Lions Gate Development, L.L.C., its successors and assigns and any entity designated by Lions Gate Development, L.L.C., as a Developer or successor.

(h) "Declaration" or "Covenants, Conditions & Restrictions" shall mean the Declaration of Covenants, Conditions and Restrictions of Lions Gate and all other provisions set forth in this entire document, as the same may from time to time be amended or modified.

(i) "Limited Common Elements" shall mean any portion of the Property designated by the Developer for the exclusive use of some Owners, but not all Owners. The Limited Common Elements shall include, but not be limited to: (i) private streets, (ii) street lights, curb and gutter, sidewalks, gates and other improvements within the area which would have been public right of way (usually 50 feet) if the streets were public., (iii) recreational areas for the use of some

Owners, but not all Owners. Private Drives are not Limited Common Elements. In the event there is a Private Drive on a final plat, this Declaration will be amended to address each Private Drive individually.

(j) "Limited Common Element Expenses" shall mean all expenses and financial liabilities of the Association for the Limited Common Elements. The Limited Common Element Expenses shall include, but not be limited to the improvement, construction, repair, maintenance, care, upkeep, security, and snow removal, together with any allocations for reserves, of the Limited Common Elements.

(k) "Lions Gate" shall mean the Property as set forth above.

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

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

(n) "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 that 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.

(o) "Private Drive" shall mean any portion of the Property designated by Greene County or the City of Springfield as a private drive.

(p) "Private Drive Expense" shall mean all expenses and financial responsibility of the Association for Private Drives. The Private Drive expenses shall include, but not be limited to the improvement, construction, repair, maintenance, care, upkeep, and security, together with any allocations for reserves, of the Private Drives.

(q) "Property" or "Properties" shall mean and refer to the 122 acres set forth on the attached legal description and any additional real estate acquired or owned by Developer and developed in conjunction with Lions Gate, upon filing an amendment with the Greene County Recorder of Deeds which states the legal description of the additional real estate to be included in the Property.

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

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



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

(u) "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 THE LIONS GATE  
RESTRICTIONS

Section 1: General Declaration Creating Lions Gate. Developer will develop Lions Gate in phases, by subdivision into various Lots. Developer may supplement or modify this Declaration with such additional covenants, conditions and restrictions as may be appropriate. Developer's sale and conveyance of Lots is subject to this Declaration, as modified and amended. Developer hereby declares that all of the real property within Lions Gate, 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 Lions Gate 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, his successors and assigns accepts the same subject to, and binds himself, his 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 following provisions:

(a) The right of the Association to impose Rules under which Common Areas may be used by Members and/or their invitees;

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

(c) The right of the Association to impose Rules for the Limited Common Elements and Private Drives.

Section 2: Ownership and Loans for Common Area. Developer shall convey fee simple title to the Common Area and the Limited Common Elements to the Association upon completion of the improvements in the Common Area or Limited Common Elements. At the time of conveyance, the Common Area or Limited Common Elements may be subject to existing loans. With the approval of the Developer and a majority of the Members, the Association may subsequently encumber the Common Area or Limited Common Elements.

#### ARTICLE IV LIONS GATE 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.

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, including the Limited Common Elements and the Private Drives, 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, upon 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 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 his or her fraud, bad faith or gross negligence.

Section 5: Responsibility for Common Areas. The Association shall have the responsibility for maintaining the Common Areas, the Limited Common Elements and any traffic island median or other landscaped area within any right-of-way of any public or private street and shall be responsible for the payment of any taxes and insurance on the Common Areas and the Limited Common Elements. The Association will not be dissolved without the consent of Greene County, or if Lions Gate has been annexed into the City of Springfield, the City of Springfield.

Section 6: Responsibility for Landscaping Easements. The Association shall have the responsibility for maintaining any Landscaping Easements, as identified on any final plat of Lions Gate.

Section 7: Liability of Association for Vehicles. Neither the Association nor the Board shall assume any liability of any kind or nature with respect to any vehicles moving within or parked upon any portion of the Common Areas or Limited Common Elements. Any person operating or parking any vehicles within the boundaries of the Common Areas or Limited Common Elements shall do so entirely at such 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 such vehicle within the boundaries of the Common Areas or Limited Common Elements.

## 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 that 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 of those owners of Lots in Lions Gate subdivision, with the exception of Developer. Each Class A member shall be entitled to one vote for each Lot the



member owns. If more than one person holds such an interest in any Lot, all such persons shall be Members, however, the vote for such Lot shall be exercised as such Members among themselves agree and if they do not 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, Lions Gate Development, L.L.C. and its successors and assigns. The Class B Member shall be entitled to the total number of votes which, when added to the total number of Class A votes shall equal 60% of the total votes entitled to be cast by the Class A and Class B Members together. As an example, if there are 28 Class A votes entitled to be cast, the Class B votes would equal 42.

(c) At such time as the Developer or its successors or assigns does not own any of the Property, the Class B Member shall be terminated and there shall only be Class A Members, which shall then have 100% of the total votes.

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

## ARTICLE VI COVENANT FOR ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligations of Assessments. Each Lot shall be subject to assessments and each Class A 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; (3) Initial assessment; and (4) Limited Common Element Assessments; (5) Trash service assessments; and (6) Private Drive assessments; such assessments to be established and collected by the Board as hereinafter provided. The annual, special, initial, limited common element and trash service and private drive 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 waiver 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. In the event the lien is extinguished through a foreclosure, the charge remains a charge against the lot.

Section 2: Developer Assessments. The Developer is a Class B Member and is not obligated to pay any assessments, except, the Developer shall pay any deficit in the operation of the Association prior to December 31, 2008, and shall pay all special assessments, limited



common element assessments and private drive assessments for each Lot that the Developer owns.

Section 3: Annual Assessments. The annual assessments shall be used for the purpose of paying the Common Expenses. The Class A Members shall be obligated to pay the annual assessment imposed by the Board to meet the Common Expenses.

(a) The initial annual assessment shall be for 2004 and shall be Three Hundred Fifty Dollars (\$350.00) per Class A Member. The annual assessment for 2005 shall be Three Hundred Seventy Five Dollars (\$375.00) per Class A Member.

(b) After 2004, the annual assessment may be increased each year, without a vote of the Members, not more than fifteen (15%) percent above the assessment established for the previous year. After December 31, 2008, in the event that the annual assessment is not sufficient to pay for the Common Expenses, the Association shall make an additional assessment solely for the purpose of paying the Common Expenses.

Section 4: Special Assessment for Capital Improvements. 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 shall be for providing in whole or in part, for the cost of any reconstruction, repair or replacement of capital improvements in the Common Area, including fixtures and personal property related thereto. The maximum special assessment shall be Six Hundred and No/100 (\$600.00) dollars per year, per lot for Class A and Class B Members. Any special assessment shall require an affirmative vote of the majority of the Members and the approval of the Developer.

Section 5: Initial Assessment. The purpose of the initial assessment is to reimburse the Developer for the Developer's subsidy of the Association's operating deficit and to repay a portion of Developer's cost of the swimming pool, tennis courts, and other amenities in the Common Area. All Class A Members shall pay an initial assessment of Five Hundred Dollars (\$500.00) per lot. Each Member shall pay this assessment to the Association when the residence is first occupied. Upon the resale of the Members' home, no further initial assessment shall be due if the initial assessment has been paid. Upon collection of the initial assessment, the Association shall pay the assessment to the Developer. This \$500 assessment is \$500 per lot, not per Member. If a Member purchases more than one lot and is the first occupant of each lot, the initial assessment shall be paid upon occupancy of each residence.

Section 6: Limited Common Element Assessment. The purpose of the limited common element assessment is to pay the Limited Common Element Expenses. In addition to the other assessments, each Class A and Class B Member whose Lot is adjacent to the private street designated by the Developer as the Limited Common Elements shall pay his pro rata share of the Limited Common Expenses. The pro rata share shall be determined by dividing the Limited Common Expenses by the number of Lots adjacent to the Limited Common Elements. Thus, if there are 40 Lots adjacent to the Limited Common Elements, each Class A and Class B owner

would pay 1/40th of the limited common area assessment. If a recreational area is designated a limited common element, the Limited Common Element Expenses for that recreational area shall be calculated and each Class A and Class B Owner of those Lots designated as Owners with the right to use that recreational area will pay his or her pro rata share of the Limited Common Element Expenses for that recreational area. Thus, if there are 40 Lots designated as being Owners allowed to use the recreation area Limited Common Elements, each Class A and Class B Owner of those Lots would pay 1/40th of the limited common area assessment for that recreational area.

Section 7: 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. 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 occupied.

Section 8: Private Drive Assessment. The purpose of the private drive assessment is to pay the Private Drive Expenses. The Declaration, and any amendments thereto, will address each private drive within the Property separately. Each Class A and Class B Owner of a Lot that is designated as responsible for Private Drive Expenses shall pay the percentage of the Private Drive Expenses as specified in the paragraph dedicated to that Private Drive.

Section 9: 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 by the Board, and shall be due in advance of the time when the expenses are payable by the Association. 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 10: Excess Assessments. 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 11: Greene County Assessment. Notwithstanding any limitations or provisions of this Article to the contrary, if Common Area, Limited Common Elements or common improvements fall into a state of disrepair, or become a nuisance within the meaning of any provision of Greene County Zoning or subdivision regulations, officials of Greene County Resource Management Department may abate the disrepair or nuisance, after thirty (30) days notice to the Association or its last registered agent. Greene County may assess the cost of such maintenance or abatement in the same manner as assessments levied by the Association, and the same shall be a levy and a personal liability, to the same extent as other assessments under this Article. In the event Lions Gate is annexed into the City of Springfield, this paragraph shall no longer be valid.

Section 12: Date of Commencement of Annual Assessments. The annual assessments for each Lot provided for herein shall commence on January 1, 2004 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.

Section 13: 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.

(1) 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.

(2) The Board hereby appoints the Developer as its attorney in fact to collect any initial assessment whether by suit or otherwise on behalf of the Association and in the same manner and with all the rights and powers granted to the Association herein, and to retain the initial assessment, together with interest, costs of collection, and reasonable attorneys' fees as provided herein.

(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 Lions Gate 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. The 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 the demand, or even without 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. 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 the Lions Gate 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 the 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 the assessment was levied. The lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof. Any 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 Lions Gate, 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 \$200.00, and if the lien is subsequently released, an additional lien release preparation fee of \$100.00, together with all costs incurred by the Association with regard to the lien.

Section 14. Subordination of the Lien to Mortgages. The lien for the assessment provided for herein shall be subordinate to the lien of 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. The applicant shall pay all fees and expenses incurred by the Architectural Committee.

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 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. The committee shall keep plans, specifications, and 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 request any necessary information required for approval from any owner who has submitted a request to the Architectural Committee. 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 to 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.

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.

(a) All Lots shall be used, improved and devoted exclusively as a one-family dwelling and no gainful occupation, profession, trade or other nonresidential use shall be permitted, except as provided in this section. As long as Lions Gate is not annexed into the City of Springfield, it is subject to the Greene County Home Occupation restrictions in the Greene County Zoning regulations, as it is subject to all Greene County Zoning regulations. However, the Board shall permit home occupations only as allowed under the City of Springfield Zoning Ordinance under the Springfield City Code, Chapter 36, Article I, Division V, Section 5-1100: Home Occupations, as amended by the City of Springfield from time to time. The Board shall use its sole and absolute discretion in determining whether or not the City of Springfield's Home Occupation regulations have been violated. Any Lot owned by the Association may be used for Association recreational facilities or clubhouse.

(b) 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 Lions Gate, 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 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. Owners may install one small (approximately 21 inch diameter or less) direct satellite dish that shall be as inconspicuous as possible. In the event an Owner wishes to have more than one direct satellite dish, the Owner must submit a request containing a drawing of the location of the direct satellite dishes on the Lot and the specifications of the direct satellite dish to the Architectural Committee for approval.

Section 5: Temporary Structures.

(a) 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 Lions Gate.

(b) 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 manufactured home, mobile home, motor home, recreational vehicle, trailer of any kind, truck larger than 1/2 ton, camper, boat, or permanent tent or similar structure shall be parked, kept, maintained or repaired upon any property or street public or private within Lions Gate, 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 the garage. Nor shall any motor vehicle or recreational vehicle of any kind be constructed, reconstructed or repaired on public or private property within Lions Gate, provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs, 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 Lions Gate residents, or is a service vehicle or pickup truck with a camper top or similar top, shall be parked in the garage overnight, and shall not be parked in Lions Gate between the hours of 12:00 midnight and 5:00 a.m. in such a manner as will be Visible From Neighboring Property. No vehicle that is incapable of traveling under its own power upon streets because of mechanical, structural or other similar failures or defects, or is not



properly licensed, may be parked in a manner as will be Visible From Neighboring Property. Any vehicle parked in a driveway that has not moved in 10 consecutive days or more shall be deemed inoperable.

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 Lions Gate, such determination shall be conclusive and final that the operation, upon notice by the Board to the Owner, shall be prohibited within Lions Gate.

Section 8: Environmentally Sensitive Lawn Care. The Developer and the Association wish to ensure that environmentally sensitive lawns are created and managed. The following are guidelines for lawn care.

(a) Develop healthy soil. Lawns grow best with a mixture of clay, silt and sand. Soil with heavy clay content should be aerated periodically. Most lawns need to be fertilized every year because they need more nitrogen, phosphorus and potassium. However, it is important not to over-fertilize. The best way to avoid over fertilizing is to have the soil tested prior to fertilizing. Try to use fertilizer that has at least 30% of the nitrogen listed as slow-release or water insoluble. Except when establishing a new lawn, the phosphorous content should be 3% or less.

(b) Plant fine or tall fescues. These grasses require less maintenance than other grasses. (This is the predominant lawn grass in the Springfield area.) Select trees and shrubs that are native to this area. Mulch should be applied around trees, shrubs and plant beds.

(c) Mow lawn high (2 to 3 inches), often and with a sharp blade. Mow often enough so that less than one third of the height of the blade is cut. Longer grass develops a deeper root system, which helps the grass to survive drought, tolerate insects and fend off diseases. Leave grass clippings on the lawn to recycle nitrogen. Sweep grass clippings, fertilizer and soil from driveway onto the lawn.

(d) Water lawn only when it begins to wilt from dryness, which is when the color dulls and footprints stay compressed for more than a few seconds. It is best to water slowly and deeply in the early morning hours. It is not necessary to water the lawn daily. If you have an irrigation system, you must have a rain shut-off device or sensor that will override the system when adequate rain has fallen. Rain gutter downspouts should not be directed to a paved surface.

(e) Apply pesticides only to the affected plants or area as a last resort. Non-chemical approaches to pest control, such as pruning and hand removing, should be used whenever possible.

(f) Consult professional lawn services when possible. They are able to professionally assess the current status of the lawn and use the least amount of fertilizer and pesticides necessary to maintain a healthy lawn.



Section 9: 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 Lions Gate 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 the 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 13, 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 Lions Gate without the prior approval of the Architectural Committee.

Section 10: Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within Lions Gate, and no odors shall be permitted to arise therefrom so as to render any such Lot or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. The Board in its sole discretion shall have the right to determine the existence of any such nuisance and for the purposes of this Declaration such determination shall be conclusive.

Section 11: Repair of Buildings. No building, structure, improvement, or fence upon any Lot within Lions Gate 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 12: Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within Lions Gate except in covered containers of a standard type approved by the trash service chosen by the Association. The Association shall select a company for weekly or twice weekly trash disposal service for Lions Gate. All residents of Lions Gate 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 Lions Gate. 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, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot and no burning in the open will be permitted.

Section 13: Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, place or maintained on any Lot within Lions Gate unless they are erected, placed or maintained exclusively within an area not Visible From Neighboring Property.

Section 14: Encroachments. No tree, shrub, or planting of any kind on any Lot within Lions Gate shall be allowed to overhang or otherwise encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of eight (8) feet, without the prior approval of the Architectural Committee.

Section 15. Machinery and Equipment. No machinery or equipment of any kind shall be place, parked, operated or maintained upon or adjacent to any lot within Lions Gate 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 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 Lions Gate between the hours of 12:00 midnight and 5 A.M., 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 16: Restriction on Further Subdivision. No Lot within Lions Gate 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. Newly created parcel thereafter shall be

considered as one Lot, but may be considered as more than one Lot for assessment purposes as determined by the Association.

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

- (a) One sign of not more than five (5) square feet, advertising the property for sale 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 Lions Gate;
- (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 prior to the election and 10 days after the election;
- (f) Signs of such shape, size and location as the Architectural Committee may approve.

Section 18: Dwelling Size. The Architectural Committee shall exercise its best judgment to see that the size of all structures conforms to and harmonizes with the design guidelines and the existing surroundings and structures.

Section 19: Building Location.

- (a) No building shall be located nearer to any lot line than the minimum set back line shown on any recorded plat of Lions Gate.
- (b) The Architectural Committee must approve the exact horizontal and vertical location of any building or structure on any Lot.

Section 20: Fences.

- (a) Fences are not encouraged, but properly constructed and installed fences may be approved for construction by the Architectural Committee upon submission of plans and specifications.
- (b) Chain link fences are not permitted, except for the tennis courts in the Common Area.
- (c) Privacy fences may not exceed forty-eight (48) inches in height. However, any lot which adjoins another subdivision, a water detention area, a road designated a Primary or



Secondary arterial may, with the approval of the Architectural Committee, have a privacy fence which shall not exceed seventy-two (72) inches on the lot line between Lions Gate and the other subdivision, the detention area, a road designated a Primary or Secondary arterial.

(d) No fences in Lions Gate 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. The Owner of any Lot that abuts Primary or Secondary Arterial shall be required to construct a seventy-two (72) inch privacy fence which meets the approved uniform fence standard on the lot line that abuts Primary or Secondary Arterial within six months of the date the residence is first occupied.

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

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

Section 22: Easements. Easements are reserved as shown upon the recorded plats of Lions Gate, as determined by Developer.

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

Section 24: Garage Doors. The doors of all garages shall be kept closed at all times except when necessary for ingress and egress. The doors of all garages shall be installed with electric or battery powered opening and closing devices.

Section 25: 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 Lions Gate will be a violation of this Declaration.

Section 26: Basketball Goals. No basketball goal 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. Basketball goals are permitted in any backyard. Portable basketball goals may be used in driveways, but the Architectural Committee shall have the right to make Rules regarding portable basketball goals. Any violation of those Rules shall be a violation of this Section 26 and shall be enforceable as set out in Article VIII, Section 33.

Section 27: Outside Lighting. Spotlights, floodlights, or similar type high intensity lighting shall be designed, located and constructed so as to eliminate or significantly reduce glare on adjoining residences. The Architectural Committee, in its sole and absolute discretion, may direct that any exterior lighting be redesigned or eliminated if they determine that the exterior lighting is a nuisance. Other types of low intensity lighting which do not disturb Owners or other occupants of the Property may be allowed. All street lighting and community area lighting shall be directed downward.

Section 28: Mailboxes. Each Owner shall construct a mailbox which shall be completed prior to occupying the residence. The mailbox shall be of the design, materials and specifications approved by the Architectural Committee. The mailbox is considered an integral part of the design guidelines, even though the mailbox may be placed on public right of way.

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

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

Section 31: Common Area. Although Builders are also Owners, the recreation facilities in the Common Area are not for Builders' use or their families' use, unless they reside in Lions Gate.

Section 32: 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 Lions Gate.

Section 33: 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 the Notice.

(b) If after a reasonable time has elapsed from the date of the 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 the violation. This authority shall include, but shall not be limited to, the power to employ laborers or agents to enter upon the premises of said Owner for the purpose of removing and/or terminating the cause of the 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 the violation, the Association may enforce collection of same in the same manner as if such costs were an annual assessment and shall have all powers and rights to so collect as set forth in Article VI, Section 13, 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 such Lot in an amount of up to One Hundred Dollars (\$100.00) per day for each such violation. The Association shall give notice to the Owner as provided in (a) above that 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 13.

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

ARTICLE IX  
CARE OF COMMON AREA AND LIMITED COMMON ELEMENTS  
AND PRIVATE DRIVES

Section 1: Maintenance by Association. The Board may, at any time, as to any Common Area, Limited Common Element or Private Drive 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) Maintain and replace injured or diseased trees, shrubs, annuals, perennials, ground cover or other vegetation within any common area, traffic island, median or other landscaped area within any right-of-way of any public or private street located within the subdivision to the extent that the Board deems necessary or desirable for the conservation of water and soil and for aesthetic purposes, and to the extent 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 or private street. Landscaping in road right-of-ways shall be maintained to the satisfaction of the Greene County Highway Department. In the event the 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.

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

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

The Board shall be the sole judge as to the appropriate maintenance of all grounds within the Common Area, Limited Common Elements and Private Drives.

Section 2: Damage or Destruction by Owners. In the event any Common Area, Limited Common Elements or Private Drive 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 the damaged area, and the Association, at its option, shall so repair the 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 13, above.



ARTICLE X  
GENERAL PROVISIONS

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

Section 2: Severability. Invalidation of 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 twenty (20) 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 twenty (20) 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) hereinabove, which would change any obligation to maintain the stormwater detention facilities or drainage area of any final plat of Lions Gate Subdivision or any common area of Lions Gate Subdivision shall require the written approval of Greene County, Missouri or the City of Springfield, Missouri, if Lions Gate is subsequently annexed into the City of Springfield, before it shall become effective. No amendment shall be made to dissolve the Association, to relieve the Association of the obligation to maintain the Common Area and Limited Common Elements or terminate the authority of the City of Springfield to make Assessments without the consent of the City of Springfield or terminate the authority of Greene County to make Assessments without the consent of Greene County. In the event Lions Gate is annexed into the City of Springfield, the consent of Greene County will not be required. 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 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 Lions Gate. 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 Lions Gate 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 or prepaid FEDEX, addressed as follows:

(a) If to the Association or the Architectural Committee, to the Association's registered agent at his registered office; currently Ronald K. Stenger, 5051 S. National Ave., Building 5, Springfield, Missouri 65810.

(b) If to an Owner or Builder, to the address of any Lot within Lions Gate, 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 Ronald K. Stenger, 5051 S. National Ave., Building 5, Springfield, Missouri 65810.

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 any other governmental authority having jurisdiction over the Property and the Common Areas or Limited Common Elements to maintain, repair or replace any portion of the Property, the Common Areas or appurtenances thereto.

ARTICLE XI  
ANNEXATION INTO SPRINGFIELD

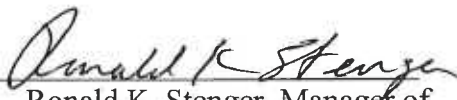
Developer may seek to have Lions Gate annexed into the City of Springfield, Missouri. Each Owner irrevocably consents to the annexation of the Property into the City of Springfield, Missouri, in accordance with any terms and conditions agreed to by the Developer and the City of Springfield, Missouri and waives any right to object to or challenge annexation of any part of the Property.

ARTICLE XII  
ADDITIONAL PROPERTY


Developer intends to add adjacent property to the Declaration at dates in the future. Developer may also add any other real estate acquired or owned by Developer, or Developer's successors or assigns, associated with or developed in conjunction with Lions Gate within a three mile radius of the Property, upon filing an amendment with the Greene County Recorder of Deeds which states the legal description of the additional real estate to be included in the Property.

In Witness Whereof, the undersigned Lions Gate Development, L.L.C. and Springfield Land, L.P. have caused this instrument to be executed on this 12th day of May, 2004.

Lions Gate Development, L.L.C.

BY:   
Ronald K. Stenger, Manager of  
Stenger Management, L.L.C., its Manager

Springfield Land, L.P.

BY:   
Ronald K. Stenger, Manager of  
Stenger Management, L.L.C., its  
General Partner

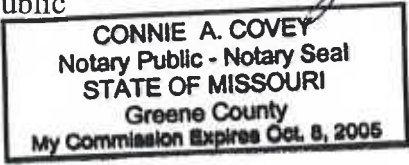


STATE OF MISSOURI     )  
  )ss.  
COUNTY OF GREENE     )

On this 12th day of May, 2004, before me personally appeared Ronald K. Stenger, to me personally known who being duly sworn did say that he is the Manager of Stenger Management, L.L.C., which is the Manager of Lions Gate, L.L.C., that the said instrument was signed on behalf of the said company by authority of the Manager and the said Ronald K. Stenger acknowledged said instrument to be the free act and deed of said company.

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

*Connie A. Covey*  
\_\_\_\_\_  
Notary Public



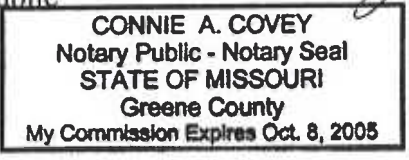
My commission expires: 10/8/05

STATE OF MISSOURI     )  
  )ss.  
COUNTY OF GREENE     )

On this 12<sup>th</sup> day of May, 2004, before me personally appeared Ronald K. Stenger, to me personally known who being duly sworn did say that he is the Manager of Stenger Management, L.L.C., which is the General Partner of Springfield Land, L.P., that the said instrument was signed on behalf of the said limited partnership by authority of the General Partner and the said Ronald K. Stenger acknowledged said instrument to be the free act and deed of said limited partnership.

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

*Connie A. Covey*  
\_\_\_\_\_  
Notary Public



My commission expires: 10/8/05

## EXHIBIT A

A PARCEL OF LAND LOCATED IN SECTIONS 26 AND 27, TOWNSHIP 28 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN GREENE COUNTY, MISSOURI, SAID PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 60D NAIL FOUND AT THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 22 WEST; THENCE SOUTH 88° 53' 27" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 26 A DISTANCE OF 2682.22 FEET TO A 60D NAIL FOUND; THENCE SOUTH 02° 32' 26" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 1336.38 FEET TO A 5/8" PIN FOUND; THENCE NORTH 88° 37' 37" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 1337.57 FEET TO A 5/8" LS2179 PIN FOUND; THENCE NORTH 88° 36' 51" WEST A DISTANCE OF 668.00 FEET TO A 5/8" LS2077 PIN FOUND; THENCE NORTH 88° 30' 46" WEST A DISTANCE OF 343.81 FEET TO A 5/8" PIN FOUND; THENCE NORTH 88° 56' 39" WEST A DISTANCE OF 330.32 FEET TO A 5/8" LS 2179 PIN FOUND; THENCE NORTH 89° 09' 05" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1326.50 FEET TO A PK NAIL FOUND; THENCE NORTH 02° 18' 41" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1326.62 FEET TO A 5/8" PIN FOUND; THENCE SOUTH 89° 04' 37" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1329.49 FEET TO THE POINT OF BEGINNING, CONTAINING 122.25 ACRES.





T0413142463

File Number: 200413143816  
N00586049  
Date Filed: 05/10/2004  
Matt Blunt  
Secretary of State

ARTICLES OF INCORPORATION

OF

LIONS GATE PROPERTY OWNERS ASSOCIATION, INC.

HONORABLE MATT BLUNT  
SECRETARY OF STATE  
JEFFERSON CITY, MISSOURI 65101

The undersigned, being a natural person of the age of twenty-one (21) years or more and a citizen of the United States, for the purpose of forming a corporation under the "Missouri Nonprofit Corporation Act", hereby adopts the following Articles of Incorporation (Capitalized terms used herein shall have the meaning provided in the Declaration, unless the context requires otherwise):

1. The name of the Corporation is LIONS GATE PROPERTY OWNERS ASSOCIATION, INC. (the "Association").
2. The Corporation is a mutual benefit corporation.
3. The term of the Corporation is perpetual.
4. The address of its initial registered office in the State of Missouri is 5051 S. National, Building 5-100, Springfield, Missouri 65810. The Registered Agent at that address is Ronald K. Stenger.
5. The initial incorporator of the Corporation is Stephanie Montgomery, whose address is 5051 S. National, Building 5-100, Springfield, Missouri 65810.
6. The Developer, Lions Gate Development, L.L.C., its successors and assigns, and every person or entity that is an owner of a Lot in any final plat of Lions Gate Subdivision, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from such ownership.
7. Distribution of the Corporation's assets upon dissolution shall be made pursuant to Chapter 355, the Missouri Nonprofit Corporation Act, as pertains to a mutual benefit corporation.
8. The Corporation does not contemplate pecuniary gain or profit, direct or indirect to its Members. By way of explanation and not of limitation, the purposes for which the Corporation is formed and organized are:
  - (a) To be and to constitute the Association to which reference is made in the Declaration of Covenants, Conditions and Restrictions of Lions Gate (the "Declaration"), as such Declaration may now exist and as might hereafter be amended, such Declaration recorded or to be recorded in the Office of the Greene County, Missouri, Recorder of Deeds, and to perform all obligations



and duties of the Association thereunder, and to exercise all rights and powers of the Association as specified therein, as may be amended, and provided by law;

(b) To provide an entity for the furtherance of the interests of the Members as may from time to time exist;

(c) To provide for the maintenance, preservation and architectural control of the Lots, structures, grounds and all common area now or hereafter developed upon the Property, as defined in the Declaration;

(d) To promote the health, safety and welfare of the Owners and the environment within the above described property and any additions thereto which may hereafter be brought within the jurisdiction of this Association by annexation, as provided in the Declaration, and for these purposes this Association shall have the following powers which, unless indicated otherwise by the Declaration, may be exercised by the Board of Directors, without a vote or concurrence of the Owners or any Members;

(i) All of the powers conferred upon nonprofit corporations by common law and statutes of the State of Missouri in effect from time to time;

(ii) All of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in this Articles or the Declaration, including without limitation the following:

(1) To fix, levy, collect and enforce payment, by any lawful means, all charges or assessments pursuant to the terms of the Declaration;

(2) To pay all expenses in connection therewith including, but not limited to, expenses for maintenance of and improvements to the real property owned by the Association or otherwise used and enjoyed by the membership, as determined from time to time by the Board of Directors;

(3) To pay expenses, including legal fees and court costs incurred in connection with the enforcement of the terms of the Declaration and these Articles, and to pay any and all expenses for all services provided to the Association membership, as well as all office and other expenses incident to conducting the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(4) To enforce covenants, conditions or restrictions affecting any property to the extent the Association would be authorized to do under any applicable Declaration or amendment thereto;

(5) To acquire by gift, purchase or otherwise, own, hold, improve, build upon, use, operate, maintain, convey, sell, lease, dedicate for public use or otherwise dispose of, mortgage or otherwise encumber, exchange, and otherwise

deal in and with real, personal and mixed property of all kinds and any right or interest therein, for any purpose of the Corporation;

(6) To borrow money for any purposes as may be limited in the Declaration;

(7) To enter into, make, perform or enforce contracts of any kind and description and to all or acts necessary, appropriate or advisable in carrying out any purpose of the Corporation, including contracts with others to have others perform the responsibilities of this Corporation.

The foregoing enumeration of power shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; the powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article.

(e) The foregoing notwithstanding, no substantial part of the activities of the Association shall be devoted to attempting to influence legislation by propaganda or otherwise within the meaning of the prescriptive provisions of the Internal Revenue Code. The Association shall not directly or indirectly, participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

9. The business and affairs of the Corporation shall be conducted, managed and controlled by the Board of Directors, who need not be Members of the Association. The number of directors and the classes from which they are elected may be changed by amendment of the Bylaws of the Association. The first Board of Directors consists of three (3) Directors, their names and addresses being as follows:

<u>Name</u>	<u>Address</u>	<u>City/State</u>
Ronald K. Stenger	5051 S. National Ave.	Springfield, Missouri 65810
Lezah Stenger	5051 S. National Ave.	Springfield, Missouri 65810
Stephanie Montgomery	5051 S. National Ave.	Springfield, Missouri 65810

10. There shall be two Classes of Members.

(a) Class A Members shall be all of those owners of Lots in Lions Gate subdivision, with the exception of Developer. Each Class A member shall be entitled to one vote for each Lot the member owns. If more than one person holds such an interest in any Lot, all such persons shall be Members. However, the vote for such Lot shall be exercised as such Members among themselves agree and if they do not agree, as determined by the Association; but in no event shall more than one vote be cast with respect to any such Lot.

(b) Class B Member shall be the Developer, Lions Gate Development, L.L.C. and its successors and assigns. The Class B Member shall be entitled to the total number of

votes which, when added to the total number of Class A votes shall equal 60% of the total votes entitled to be cast by the Class A and Class B Members together. As an example, if there are 28 Class A votes entitled to be cast, the Class B votes would equal 42.

- (c) At such time as the Developer or its successors or assigns does not own any of the Property, the Class B Member shall be terminated and there shall only be Class A Members, which shall then have 100% of the total votes.

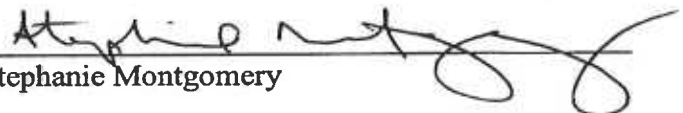
11. The Corporation may add adjacent property and common areas in addition to the Property described in Paragraph 8(c) above, as detailed in Article XII of the Declaration, and so add to its membership.

12. The Corporation, by action of the Board of Directors, may adopt one or more Amendments to the Corporation's Articles of Incorporation without Member approval as provided in the Missouri Nonprofit Corporation Act. Other Amendments to these Articles of Incorporation to be adopted must be approved by (1) the Board and (2) the Members by two-thirds (2/3) of the votes cast or a majority of the votes entitled to be cast, in person or by proxy at such meeting and (3) in writing by Lions Gate Development, L.L.C., its successors or assigns. The Board or the Members seeking to have the amendment approved by the Members at a membership meeting shall give notice to its Members in writing in accordance with the Bylaws. The notice must state that the purpose, or one of the purposes, of the meeting is to consider the proposed amendment and contain or be accompanied by a copy or summary of the amendment.

13. Any amendment to the Articles or Bylaws must be approved in writing by Lions Gate Development, L.L.C., its successors or assigns. Any proposed amendment shall not take effect until this approval is obtained.

14. This Corporation shall be a nonprofit organization. It is intended that this Corporation qualify and be taxed as a property owners association within the meaning of §528 of the Internal Revenue Code of 1986, as amended. No part of the property or net earnings of the Corporation shall be distributed to, used for or inure to the benefit of any private member, director, individual, firm or corporation whomsoever.

IN WITNESS WHEREOF, the Articles of Incorporation have been signed on this, the 6th day of May, 2004.

  
Stephanie Montgomery



BYLAWS  
OF  
LIONS GATE PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

The name of the Corporation is Lions Gate Property Owners Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be 5051 S. National Avenue, Springfield, Missouri, 65810 but meetings of Members and directors may be held at such places as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

All terms defined in the Declaration of Covenants, Conditions and Restrictions of Lions Gate and any amendments thereto shall have that same meaning in the Articles of Incorporation and in the Bylaws of the Association.

ARTICLE III  
MEMBERSHIP

The Membership of the Association shall consist of the Lot Owners in Lions Gate as defined in the Declaration.

ARTICLE IV  
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 following provisions:

(a) The right of the Association to impose Rules under which Common Areas may be used by Members and/or their invitees;

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

(c) The right of the Association to impose Rules for the Limited Common Elements and Private Drives.

ARTICLE V  
SELECTION, REMOVAL AND COMPENSATION OF DIRECTORS

Section 1. Selection and Term of Office. The first Board of Directors of the Association shall be Ronald K. Stenger, Lezah E. Stenger and Stephanie Montgomery who shall hold office until the first annual meeting of the Members. At the first annual meeting of the Members three directors shall be elected for a term of one year each. Directors shall be elected by a majority vote of the Members entitled to vote at such meeting. Each director shall hold his office for the term for which he is elected or until his successor shall have been elected and qualified.

Section 2. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members. In the event of death, resignation or removal of a director by a majority vote of the Members, his successor shall be selected by the remaining directors and shall serve for the unexpired term of his predecessor.

Section 3. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, as approved by the Board.

Section 4. Directors Quorum and Votes. A quorum at any Directors meeting shall consist of a majority of the Directors present in person or by proxy, at the beginning of the meeting. With a quorum, a majority vote of the Directors present, in person or by proxy, is the act of the Association.

ARTICLE VI  
POWERS, RIGHTS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power:

(a) To do any and all lawful things which may be authorized, permitted or required to be done by the Association under the Declaration, the Articles or Bylaws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association;

(b) To adopt and publish Rules governing the use of the Common Area, Limited Common Elements and Private Drives, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.

Section 2. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 3. Conference Calls. Members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting of the Board or committee by

means of conference telephone or similar communications equipment whereby all persons participating can hear each other and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 4. Duties. It shall be the duty of the Board of Directors:

(a) To cause the affairs and business of the Association to be properly conducted and administered;

(b) To carry out the purposes of the Association as set forth in the Articles of Incorporation and the Declarations.

## ARTICLE VII COMMITTEES

Section 1. Required Committees. The Board of Directors shall annually appoint an Architectural Committee, in accordance with the Declaration of Covenants, Conditions and Restrictions of Lions Gate.

Section 2. Other Committees. In addition to the foregoing, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

Section 3. Indemnification. The Association shall indemnify and hold harmless each of its Directors and officers and each member of any committee appointed by the Board, against any and all liability arising out of any acts of the Directors, officers, committee members, Board or arising out of their status as Directors, officers, committee members, unless any such act is a result of gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses reasonably incurred in connection with the defense of any claim, action or proceeding, whether civil, criminal, administrative or other, in which any such Director, officer or committee member may be involved by virtue of such person having the status of a Director, officer or committee member, provided, however, that such indemnity shall not be operative with respect to any matters which such person shall have been finally adjudged in such action or proceeding to be liable for gross negligence or criminal intent in the performance of his duties.

## ARTICLE VIII MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the Members shall be held at such date and time as the Board shall determine.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by any Director, or upon written request of five (5%) percent of the Members. Such written request must state the specific purposes for the special meeting. Only



those matters that are within the purposes described in the special meeting notice may be conducted at a special meeting of Members.

Section 3. Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meetings, by mail, by or at the direction of the President, to each Member entitled to vote at such meeting. If a special meeting is called pursuant to a Member's request, notice shall be given within 30 days of the receipt of the Member's written request for a special meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at their address as it appears on the records of the corporation, with first class postage thereon prepaid.

Section 4. Action by Written Ballot. Any action that may be taken at any annual, regular or special meeting of Members may be taken without a meeting as provided in RSMO 355.266.

Section 5. Quorum and Vote. A quorum at any meeting shall consist of 20% of the Members present in person, or by proxy, at the beginning of the meeting. With a quorum, a majority vote of the Members present, in person or by proxy, is the act of the Members.

#### ARTICLE IX OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and a secretary and such other officers as the Board may from time to time by resolution determine.

Section 2. Election of Officers. The election of officers shall be made by a majority vote of the Board of Directors.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise become disqualified to serve.

Section 4. Other Officers. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. The Board may remove any officer from office with or without cause. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by a majority vote of the directors. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of president, secretary and any other office elected by the Board may be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written documents and shall sign all checks and promissory notes.

(b) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(c) Vice President. In the event the Board shall elect a vice president, the vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(d) Treasurer. In the event the Board shall elect a treasurer, the treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the President or the Board of Directors; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting.

## ARTICLE X ASSESSMENTS

Each member is obligated to pay to the Association assessments which are set forth in the Declaration and which are secured by a continuing lien upon the property against which the assessment is made.

## ARTICLE XI BOOKS AND RECORDS

A Member may inspect and copy the books and records of the Association, at a reasonable time and place specified by the Association, subject to provisions of RSMO 355.826. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association; a copy shall be

provided for the owners of each Lot upon request, and additional copies shall be made available for purchase by Members at a reasonable cost.

ARTICLE XII  
CORPORATE SEAL

The Association shall have no corporate seal.

ARTICLE XIII  
AMENDMENTS

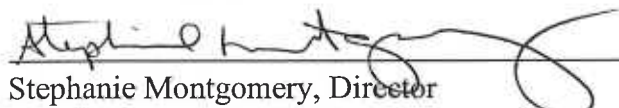
Section 1. An amendment to these Bylaws must be approved by (1) the Board and (2) by the Members by two-thirds of the votes cast or a majority of the votes entitled to be cast, whichever is less; and (3) in writing by Lions Gate Development, L.L.C., its successors or assigns. Any proposed amendment is not effective until written approval from Lions Gate Development, L.L.C. is obtained.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. In the case of conflict between the Declaration and these Bylaws, the Declaration shall control.

APPROVED, this 6<sup>th</sup> day of May, 2004

  
\_\_\_\_\_  
Ronald K. Stenger, Director

  
\_\_\_\_\_  
Lezah E. Stenger, Director

  
\_\_\_\_\_  
Stephanie Montgomery, Director