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REAL ESTATE DOCUMENT  
GREENE COUNTY, MISSOURI  
RECORDERS CERTIFICATION

*Christina Spaulding*

RECORDER OF DEEDS

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**Title of Document:** Declaration of Covenants, Conditions and Restrictions of Anthony Park Subdivision

**Date of Document:** September 18, 2019

**Grantor:** AP Developer, LLC

**Grantee:** AP Developer, LLC

**Grantee's Mailing Address:** 2144 E. Republic Rd., Suite B300  
Springfield, MO 65804

**Legal Description:** See Exhibit A

**Reference Book and Page(s):**

After recording mail to:  
Mike Nichols  
Spencer Fane LLP  
2144 E. Republic Rd., Suite B300  
Springfield, MO 65804



DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
ANTHONY PARK SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ANTHONY PARK SUBDIVISION is made by AP Developer, LLC, a Missouri limited liability company (the “**Developer**”).

WITNESSETH:

WHEREAS, the Developer is the owner of the Property (as defined below), which shall be platted and known as Anthony Park Subdivision (as defined below); and

WHEREAS, the Developer hereby subjects the Property to the covenants, conditions and restrictions set forth in this Declaration; and

NOW, THEREFORE, the Developer hereby makes the following covenants, conditions, restrictions and other agreements with respect to the Property as set forth below.

ARTICLE I  
PROPERTY SUBJECT TO THE ANTHONY PARK SUBDIVISION RESTRICTIONS

The Developer hereby declares that all of the Property (as defined below and legally described on **Exhibit “A”**) 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 defined below). This Declaration is in furtherance of a general plan for the subdivision, improvement and sale of the Property and for every part thereof. This Declaration shall run with the Property for all purposes and shall be binding upon and inure to the benefit of the Association (as defined below) and all Owners (as defined below) and their successors and assigns.

ARTICLE II  
DEFINITIONS

Section 1: As used in this Declaration:

(a) “**Anthony Park Subdivision**” shall mean **the Property and any New Property (as defined in Article XII, Section 1: Phases; Additional Land)** subject to this Declaration, as it may be amended. The defined terms Anthony Park Subdivision and Property are used interchangeably throughout this Declaration.

(b) **"Association"** shall mean and refer to ANTHONY PARK PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

(c) **"Architectural Committee"** shall mean the committee appointed by the Board to fulfill the duties and responsibilities set forth and described in Article VIII ARCHITECTURAL CONTROL.

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

(e) **"City"** shall mean the City of Springfield, Missouri.

(f) **"Common Area"** shall mean any real property designated or shown as Common Area on any final plat of the Anthony Park Subdivision, as recorded, including any amendments or additions thereto. Drainage easements, utility easements and other easements within Lots are for the benefit of the Owners of the Lots and/or the public as provided on any final plat of Anthony Park Subdivision, but such easements are not considered Common Area in terms of Association maintenance obligations, except as specifically provided in this Declaration or on any final plat of Anthony Park Subdivision. **All such Common Area shall be deeded by the Developer to the Association.**

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

(h) **"County"** shall mean Greene County, Missouri.

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

(h) **"Developer"** shall mean AP Developer, LLC, its successors and assigns, and any entity designated by AP Developer, LLC, as a Developer or successor.

(i) **" Dwelling Unit"** shall mean a dwelling or portion thereof designed or used exclusively for residential occupancy by one or more related or unrelated persons living together in a single unit. Each unit of a multi-family dwelling shall be considered a separate Dwelling Unit.

(j) **"Landscape Island"** shall mean the landscape island within Siler Parkway at National Avenue, as shown on the Subdivision Plat, and any other landscape islands constructed in public roads within the Property, as shown on a subsequent Subdivision Plat. (See Article V, Section 6: Responsibility for Landscape Island.)

(k) **"Lot"** shall mean any parcel of real property designated as a Lot on any recorded Subdivision Plat or re-plats thereto within the Property or any additions thereto, and does not include any Common Area, public streets or other land areas dedicated to

the public, as designated on such plats. Lot 59 (as defined below) shall be subject to the same rights and obligations as all other Lots, except with respect to voting and Annual Dues (as defined and established below) and Special Assessments (as defined and established below) as specifically set forth herein.

(l) **"Lot 59"** shall mean Lot 59 in the 1<sup>st</sup> Addition of Anthony Park Subdivision (as shown on **Exhibit "B"**).

(m) **"Lot 59 Approved Uses"** shall have the meaning set forth in Article IX, Section 2: Single-Family Residential Use.

(n) **"Owner"** shall mean the record owner, whether one or more persons or entities, of a fee interest in any Lot. The foregoing does not include any persons or entities which hold an interest in any Lot merely as security for the performance of an obligation.

(o) **"Property"** shall mean and refer to the real property legally described on **Exhibit "A"**, which is attached hereto and incorporated herein, **and any New Property (as defined in Article XII, Section 1: Phases; Additional Land)**. The Property is also referred to as the Anthony Park Subdivision in this Declaration.

(p) **"Rules"** shall mean and refer to those rules, regulations and guidelines as passed and promulgated by the Association or the Architectural Committee, under the authority granted by this Declaration, or the Articles of Incorporation or By-Laws of the Association. [See Article V, Section 3: Rules (Board) and Article VIII, Section 2: Duties and Rules (Architectural Committee).

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

(r) **"Subdivision Plat"** shall mean a recorded final plat, and any recorded amendments thereto, covering the Property and the New Property. For illustration purposes only, attached hereto as **Exhibit "B"** is the map portion of the most up-to-date draft of the final plat of the 1<sup>st</sup> Addition of Anthony Park Subdivision as of the date of recording of this Declaration; however, the recorded final plat, and any recorded amendments thereto, shall be deemed to be the Subdivision Plat.

(s) **"Surface Drainage Easement"** shall mean the surface drainage easement as platted along the back portion of Lots 12 through 21, Lots 24 through 33 and Lots 54 and 55 of the 1<sup>st</sup> Addition of Anthony Park Subdivision and such others as may be identified on future Subdivision Plats.

(t) **"Underground Drainage Easements"** shall mean the drainage easements identified on the Subdivision Plat that are (a) between Lots 13 and 14 and (b) running across Lot 13 and Lots 33 through 36 of the 1<sup>st</sup> Addition of Anthony Park Subdivision, and such others as may be identified on future Subdivision Plats.

(u) **"Villas"** shall mean the senior living development that is proposed to be developed on Lot 59, as authorized by the current zoning set forth in PAD 2064.

(v) **"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 the ground on any part of such neighboring property.

### ARTICLE III COMMON AREA PROPERTY RIGHTS

Section 1: Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area; the right of the Association to limit the number of guests of Owners; the right of the Association to limit the Common Areas which may be used by guests of Owners; the right of the Association to impose conditions under which Common Areas may be used by Owners and/or their guests;

(b) The right of the Association to suspend any Owner's voting rights and rights to use the recreational facilities and other amenities located on the Common Areas for any period (a) during which any Annual Dues or Special Assessment against the Owner's Lot remains unpaid and (b) any infraction of this Declaration, any amendment thereto, the By-Laws of the Association or any Rules, which remains uncured, resolved, unsatisfied or otherwise outstanding;

(c) The right of the Association to dedicate, transfer or lease all or any part of the Common Area to any governmental agency, authority, public or private utility or other private entity for such purposes as deemed appropriate by the Association, and as approved by the County or, in the event of annexation, the City; and

(d) The right of the Association to promulgate and enforce Rules in connection with the Property described herein or any additions thereto.

### ARTICLE IV PROPERTY SUBJECT TO THE DECLARATION

Section 1: General Declaration. The Developer may develop Anthony Park Subdivision in phases, by subdivision into various Lots and/or by the addition of New Property. The Developer may amend, supplement or modify this Declaration with such additional covenants, conditions and restrictions as provided in Article XIII, Section 3: Amendment. The Developer's

sale and conveyance of Lots is subject to this Declaration, as modified and amended. The Developer hereby declares that all of the Property, 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 said real property and is established for the purpose of enhancing the value, desirability, and attractiveness of said real property and every part thereof. This Declaration shall run with the Property for all purposes and shall be binding upon and inure to the benefit of the Developer, the Association, and all Owners and their successors in interest.

ARTICLE V  
THE ANTHONY PARK PROPERTY OWNERS ASSOCIATION

Section 1: Organization.

(a) The Association. The Association is a non-profit corporation organized and existing under the General Not-For-Profit Corporation Act of the State of Missouri, charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation, its By-Laws and this Declaration. Neither the Articles nor By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. No amendment shall be made to dissolve the Association without the consent of the County or, in the event of annexation, the City.

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

(c) Number of Board Members; Appointment. Until such time as the Developer does not own any Lots (or such earlier time that Developer waives in writing its right to control the Board), the Developer shall have the right, in its sole and absolute discretion, to determine the number of members of the Board (no less than three (3) members), and Developer shall have the right, in its sole and absolute discretion, to appoint members of the Board. As and when the Developer no longer owns any Lots (or such earlier time that Developer waives its right to control the Board), the Board shall consist of a minimum of five (5) directors, or such higher number as the Owners shall determine, and the Owners shall elect the Board.

(d) Election of Board Members. Voting for the election of the members of the Board shall be handled as set forth in Article VI, Section 3: Voting Rights and Section 4: Lot 59 Voting. Each Lot (and Dwelling Unit on Lot 59) shall be entitled to one (1) one vote for each open Board position. Cumulative voting (putting all votes on one position) shall not be allowed.

Section 2: Powers and Duties of the Association. The Association, the Board and their officers shall have such rights, powers and duties as set forth in the Articles and By-Laws.

Section 3: Rules. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, promulgate, adopt, amend and repeal Rules governing the use of any Common Area and the Lots by any Owner, by the family of such Owner, or by any invitee, licensee or lessee of such Owner; provided, however, that such Rules shall not discriminate among Owners (other than variances promulgated for Lot 59, as provided herein) and shall not be inconsistent with this Declaration, the Articles or By-Laws. A copy of such Rules as they may from time to time be adopted, amended or repealed shall be made available to each Owner, at said Owner's request. Upon promulgation, said Rules shall have the same force and effect as if they were set forth in and were part of this Declaration.

Section 4: Personal Liability. No Member of the Board, any Committee of the Association, or any officers of the Association shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, or any other representative or employee of the Association, or the Architectural Committee, or any other Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted without willful or intentional misconduct.

Section 5: Responsibility for Common Areas. The Association shall have the responsibility for maintaining, and the obligation to maintain, the Common Areas and shall be responsible for the payment of any taxes and insurance on the Common Areas. The Association shall be responsible to perform any mowing and landscaping (maintenance and replacement) of the Common Areas.

Section 6: Responsibility for the Landscape Island located within Siler Parkway. The Association shall have the option to install, and the obligation to maintain, the landscaping inside the Landscape Island.

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. Any person operating or parking any vehicles within the boundaries of the Common Areas 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.

## ARTICLE VI MEMBERSHIP AND VOTING RIGHTS

Section 1: Membership. Every Owner of a fee interest of a Lot shall be a member of the Association. The foregoing is not intended to include persons or entities which 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.

Section 2: Management. Members shall have no rights to manage the business affairs of the Association. The management of the Association is vested entirely in the Board and the officers of the Association as set forth in the Articles of Incorporation and By-Laws.

Section 3: Voting Rights. Voting members of the Association shall be all those members described in Section 1 hereof, including Developer for so long as Developer owns any interest in a Lot. Voting rights shall be as follows:

- (a) the Owner of each Lot, other than Developer, shall be entitled to one (1) vote for each Lot; and
- (b) the Owner of each Dwelling Unit in Lot 59, as provided in Article VI, Section 4: Lot 59 Voting below, shall be entitled to one (1) vote for each Dwelling Unit on Lot 59 in which such Owner owns an interest; and
- (c) Developer shall be entitled to 300 votes for each Lot and Dwelling Unit on Lot 59 owned by Developer.

When two or more persons or entities hold undivided interests in any Lot, all such persons or entities shall be voting members and the single vote for such Lot or Dwelling Unit shall be exercised as they, among themselves, determine, but such joint ownership shall not increase the single vote which could otherwise be cast for such Lot or Dwelling Unit.

Section 4: Lot 59 Voting.

- (a) Lot 59 is currently zoned (PAD 2064) to allow multiple Dwelling Units to be constructed on Lot 59 (the Villas). These Dwelling Units may be owned by one entity or they may be owned by multiple entities through a condominium plat. The Owner of each Dwelling Unit on Lot 59 under the current zoning shall receive one (1) vote for each Dwelling Unit on Lot 59, regardless of whether condominium units are created. The intent under the current zoning is that if Lot 59 is developed as the Villas or otherwise, there shall be one (1) vote for each Dwelling Unit on Lot 59.
- (b) In the event Lot 59 is re-platted and developed as single-family dwellings, similar to the remainder of the 1<sup>st</sup> Addition of Anthony Park Subdivision, then the Owner of each Lot shall be entitled to one (1) vote as set forth in Article VI, Section 3: Voting Rights above, as would be set forth in a recorded amendment hereto.
- (c) In the event Lot 59 is re-platted and/or developed for some other use, the voting shall be determined by the Developer, in Developer's sole and absolute discretion, as set forth in a recorded amendment hereto.

Section 5: Number of Votes Required. Any matter to be voted on by the voting members of the Association shall be determined by a simple majority of the votes cast (either based on a vote at a meeting with a quorum of the voting members or by a consent signed by voting members with a majority of the votes); provided, however, that no vote shall be valid unless the



Developer shall have cast its votes, as provided herein, or shall have waived such right in writing for so long as Developer owns a Lot.

ARTICLE VII  
COVENANT FOR DUES AND ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligations of Dues and Assessments. Each Owner, except Developer, hereby covenants, and by acceptance of a deed for any Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Dues, and (2) Special Assessments. The Annual Dues and Special Assessments, together with interest, fines (as defined and established herein), costs and reasonable attorneys' fees, shall, to the full extent permitted by law, be a charge on the Lot of each Owner and shall be a continuing lien upon each such Lot after such Annual Dues or Special Assessment is due as provided herein, except for any Lot owned by Developer. The Developer shall not be obligated to pay any Annual Dues or Special Assessments related to any Lot. Each such Annual Dues and Special assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of each Lot, except for Developer, on the effective date of the Annual Dues or Special Assessments. The personal obligation for delinquent Annual Dues and Special Assessments shall not pass to the successors in title of each Owner, but, nevertheless, the lien arising by reason of such Annual Dues or Special Assessment shall continue to be a charge and lien upon the land as above provided. Unless an exception is made by the Developer or the Association, in either of their separate sole and absolute discretion, in the event two (2) or more Lots are combined into one Lot (only with the consent of the Developer or the Association), the Owner of the combined Lot will remain obligated to pay Annual Dues and Special Assessments for the same number of Lots that existed prior to the Lot combination.

Section 2: Purpose of Dues and Assessments. The Annual Dues and Special Assessments levied by the Association shall be used for the purpose of promoting the general benefit, recreation, health, safety and welfare of the residents of the Anthony Park Subdivision and as otherwise determined by the Association in its sole and absolute discretion. Such purposes shall include, but shall not be limited to, and the Association's rights and powers shall include (in addition to the rights and powers set forth in this Declaration and in the Association's Articles of Incorporation and By-Laws) provisions for the improvement, construction, repair, maintenance, care, upkeep and management of the Common Areas and the improvements and facilities thereon; and further, such purposes shall include the payment of any taxes and government assessments, if any, which may be assessed and levied upon any property owned by the Association, together with all other costs and expenses related to the management and maintenance of the Common Areas.

Section 3: Annual Dues. The “**Annual Dues**” are defined in this Article VII and include, but are not limited to, the following provisions:

- (a) Annual Dues, commencing on January 1, 2021, shall be Six Hundred Twenty Dollars (\$620.00) per Lot (and per Dwelling Unit on Lot 59) (such amount

representing \$500 for the base dues amount and \$120 for annual neighborhood trash collection fees).

(b) In the event that the Annual Dues are not sufficient to pay for the normal operating costs and expenses of the Association, including, but not limited to, maintenance, repairs, upkeep, taxes and insurance on the Common Area, the Annual Dues may be increased by the Association to cover such costs and expenses of the Association.

(c) **Prior to and through December 31, 2020, Developer shall be responsible for all costs of the Association.** After December 31, 2020, Developer shall not be responsible for any costs of the Association, and no Annual Dues shall be due from Developer on any Lot, unless Developer agrees in writing to pay such Annual Dues.

(d) The first year's Annual Dues payable for each Lot (and Dwelling Unit on Lot 59), as provided in Section 5(a) below, shall be prorated based on the number of full months remaining in the calendar year divided by twelve (12) months.

Section 4: Special Assessment for Capital Improvements. “**Special Assessment(s)**” are defined in this Article VII and include, but are not limited to, the following provisions. In addition to the Annual Dues provided for in Section 3 above, the Board may levy Special Assessments, subject to the limitations herein. The purpose of a Special Assessment shall be for capital improvements in the Common Area, or providing in whole or in part, for the cost of any reconstruction or replacement of a capital improvement in the Common Area and platted easements and other costs approved by the Owners as set forth below. The maximum Special Assessment that may be assessed by the Board shall be One Thousand Dollars (\$1,000.00) per year, per Lot, unless otherwise approved by an affirmative vote of the majority of the Owners, **other than the Developer**, pursuant to the voting procedures set forth in Article VI MEMBERSHIP AND VOTING RIGHTS. Developer shall have no obligation to pay any Special Assessment, unless Developer agrees in writing to pay such Special Assessment.

Section 5: Commencement of Annual Dues and Special Assessments.

(a) Annual Dues. **There shall be no Annual Dues levied against any Lot (or Dwelling Unit on Lot 59) until January 1, 2021,** From and after January 1, 2021, any Owner of a Lot (or Dwelling Unit on Lot 59) shall be obligated to pay Annual Dues commencing on the earlier date of: (a) the beginning of the month following the date the residence on the Lot (or Dwelling Unit on Lot 59) is first occupied by any person, or (b) the beginning of the month following the date that is one (1) year from the date the Lot was sold by the Developer to any third party (such earlier date is defined herein as the “**Trigger Date**”). From and after the Trigger Date, Annual Dues shall be levied against the applicable Lot (or Dwelling Unit on Lot 59) on a going forward basis.

(b) Special Assessments. There shall be no Special Assessments levied against any Lot (or Dwelling Unit on Lot 59) until January 1, 2025, regardless of whether a Lot has a residence on the Lot (or Dwelling Unit on Lot 59) constructed on it or is

occupied by an Owner. From and after January 1, 2025, any Owner of a Lot (or Dwelling Unit on Lot 59) shall be obligated to pay Special Assessments as approved by the Owners, as provided herein.

Section 6: Lot 59 Dues and Assessments.

(a) The Owner of each Dwelling Unit on Lot 59 shall be assessed one (1) Annual Dues amount and one (1) Special Assessment, as applicable and when due, for each Dwelling Unit on Lot 59, regardless of how many platted Lots there may be or whether condominium units are created. The Owner of each Dwelling Unit on Lot 59 shall be responsible for paying all such Annual Dues and Special Assessments to the Association.

(b) In the event Lot 59 is re-platted into multiple, separate Lots and developed as single-family dwellings, similar to the remainder of the 1<sup>st</sup> Addition of Anthony Park Subdivision, then the Owner of each Lot therein shall thereafter be assessed one (1) Annual Dues amount and one (1) Special Assessment, as applicable, as set forth in this Article VII for each Lot within the area that is now Lot 59.

(c) In the event Lot 59 is re-platted and/or developed for some other use, the Annual Dues and Special Assessments shall be determined by the Developer, in Developer's sole and absolute discretion, as set forth in a recorded amendment hereto.

Section 7: Effect of Nonpayment of Dues and Assessments; Remedies of the Association. Each Owner, except Developer, shall be deemed to covenant and agree to pay to the Association the Annual Dues and Special Assessments provided for herein, and each Owner agrees to the enforcement by the Association of the Annual Dues and Special Assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any Annual Dues or Special Assessments, 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, except Developer agrees to pay reasonable attorneys' fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In the event of a default in payment of any such Annual Dues or Special Assessments when due, the applicable amount shall be deemed delinquent, and shall bear interest at the rate of eighteen percent (18%) per annum, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or, without any limitation by the foregoing, by either or both of the following procedures.

(a) Enforcement by Suit. The Association may cause a suit at law to be commenced and maintained in the name of the Association against any Owner to enforce each Annual Dues amount or Special 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 percent (18%) per annum from the date of delinquency, an administration fee of One Hundred Dollars (\$100.00) to the Association, and all costs of collection which may be paid or incurred by the Association, including court costs and

reasonable attorneys' fees in such amount as the court may adjudge against the delinquent Owner.

(b) Enforcement by Lien. There is, to the full extent permitted by law, hereby created a claim of lien, with power of sale, on each and every Lot within the Anthony Park Subdivision to secure payment to the Association of any and all Annual Dues and Special Assessments levied against any and all Owners of such Lots under this Declaration, together with interest thereon at the rate of eighteen percent (18%) per annum from the date of delinquency, an administration fee of One Hundred Dollars (\$100.00) to the Association, 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 Annual Dues or Special Assessments, the Association or any authorized representative, may, but shall not be required to make a written demand for payment to the defaulting owner, on behalf of the Association. Said demand shall state the date and the amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim or lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or even without such a written demand being made, the Association may elect to file such a claim or lien on behalf of the Association against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- (1) The name of the delinquent Owner (as shown on the Association records);
- (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 sum of the delinquency, interest thereon, the One Hundred Dollars (\$100.00) administration fee, collection costs plus reasonable attorneys' fees;
- (4) That the claim of lien is made by the Association pursuant to this Declaration; and
- (5) That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon (1) recordation of a duly executed original or copy of such a claim or lien, and (2) mailing a copy thereof to said Owner, the lien claimed thereon shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such Annual Dues or Special Assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any Lot, assessments on any Lot in favor

of any municipal or other governmental assessing unit, and the liens which are hereinafter specifically described in Section 6. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a deed of trust, with a power of sale, as set forth by the laws of the State of Missouri, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of the Members. The Association may acquire, hold, lease, mortgage, and convey any such Lot. In the event such foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the Association to the extent permitted by law. Each Owner, by becoming an Owner in the Anthony Park Subdivision, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Section 8: Subordination of the Lien to First Deeds of Trust. The lien of the Annual Dues and Special Assessments provided for herein shall be subordinate to the lien of any first deeds of trust. Sale or transfer of any Lot shall not affect the Annual Dues or Special Assessment lien and the prior Owner, who incurred the liability resulting in the lien, and the current Owner shall remain liable for the amounts due under the lien. However, the sale or transfer of any Lot pursuant to a foreclosure under any first deed of trust shall extinguish the lien of such Annual Dues or Special Assessment as to payments which become due prior to such sale or transfer. After such foreclosure, no sale or transfer shall relieve such Lot or Owner from liability for any Annual Dues or Special Assessments thereafter becoming due or from the lien thereof.

## ARTICLE VIII ARCHITECTURAL CONTROL

Section 1: Review by Committee. No structure, residence, accessory building, tennis court, swimming pool, fence, mailbox, driveway, wall, lot drainage works, awning, exterior area lighting or other improvements, regardless of whether any such improvement is visible from the street or Visible From Neighboring Property, shall be constructed or maintained upon any Lot unless and until approved by the Architectural Committee in its sole and absolute discretion. No addition or change to the exterior of a structure shall be undertaken, unless complete plans, specification and plot plans thereof showing the exterior design, height, building material and color scheme thereof, the location of the structure on the Lot plotted horizontally and vertically, the location of driveways and fencing, shall have been submitted to and approved in writing by the Architectural Committee in its sole and absolute discretion. A copy of such plans, specifications and plot plans as finally approved shall be provided to and maintained by the Architectural Committee. All reasonable fees and expenses incurred by the Architectural Committee to complete its processes as described herein, including any third party expenses incurred (not more than \$500.00 for third party expenses per application or other request for approval by the Architectural Committee), shall be paid by the Owner who initiated the involvement of the Architectural Committee.

Section 2: Duties and Rules. In addition to the Rules which may be promulgated by the Board under Article V, Section 3: Rules, the Architectural Committee shall have the right, in its

sole and absolute discretion, (a) to promulgate Rules for the architectural control of houses and other improvements to be proposed, constructed and subsequently modified on the Lots, (b) to approve plans and specifications, and (c) to refuse to approve any plans and specifications which are not suitable or desirable for aesthetic or other reasons and in passing upon such plans and specifications. Without any limitations of the foregoing, the Architectural Committee shall have the right to take into consideration the suitability of the proposed house, other structures and improvements and landscaping, in light of Developer's plans and vision for Anthony Park Subdivision as a desirable residential community of complementary architectural design, color, texture and materials, the harmony of external design and the location in relation to surrounding structures and topography, and the effect of the improvements as planned and may be viewed from adjacent or neighboring Lots. No changes or deviations in or from such plans and specifications, once approved, shall be made without the prior written approval of the Architectural Committee. Upon promulgation by the Architectural Committee, said Rules, as they may be amended from time to time, shall have the same force and effect as if they were set forth in and were part of this Declaration.

### Section 3: Procedures.

(a) Prior to commencing construction of any improvements on a Lot (residences, landscaping, fencing, tree removal, etc.), the applicant shall submit an application and the required plans, specifications and other documents to the Architectural Committee in accordance with this Article VIII, all in accordance with such Rules, forms and other guidelines developed, promulgated and required by the Architectural Committee.

(b) The Architectural Committee shall approve or disapprove all plans and requests within fifteen (15) days after receipt by the Architectural Committee of all necessary information (or within fifteen (15) days after receipt of any revisions or additional information requested by the Architectural Committee). In the event the Architectural Committee fails to take any action within fifteen (15) days after the initial request and all necessary information has been submitted (or within fifteen (15) days after the receipt of any revisions or additional information requested by the Architectural Committee), the requesting Owner shall send a second written request to the Architectural Committee. In the event the Architectural Committee fails to take action within fifteen (15) days of the second request, approval shall be presumed, and this Article VIII shall be deemed to have been fully complied with.

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

(d) During such times that the Developer controls the Association and the Architectural Committee, any member of the Architectural Committee or the Developer shall have the authority to approve or reject any request. Once the Developer is no longer

in control of the Association, a majority vote of the Architectural Committee shall be necessary for approval or disapproval of any request.

(e) The Architectural Committee may develop and publish Rules, guidelines and policies to encourage and ensure the harmonious and aesthetically pleasing development of Anthony Park Subdivision. The Rules and guidelines may be revised by the Architectural Committee at any time in its sole and absolute discretion. The Architectural Committee shall exercise its reasonable judgment to see that all improvements, construction, landscaping and alterations on Lots conform and harmonize with the existing surroundings and structures. In the event of any inconsistency between the Rules and guidelines and this Declaration, this Declaration shall control.

Section 4: Members of Committee. The Architectural Committee shall consist of three (3) members, which shall be appointed by Developer until such time as either the Developer does not own any Lots or until the Developer notifies the Association in writing of its waiver of its right to appoint the members of the Architectural Committee. Upon such time as the Developer no longer controls the Architectural Committee, then the Board shall elect members of the Architectural Committee. Members of the Committee are not required to be Owners.

Section 5: Non-Liability for Approval of Plans. Plans and specifications shall be reviewed by the Architectural Committee as to style, exterior design, appearance and location and shall not be reviewed for engineering or structural design or for compliance with zoning and building ordinances. By approving such plans and specifications, the Architectural Committee, the members thereof, the Association, the Board and the Developer assume no liability or responsibility for any defect in any structure constructed from such plans and specifications. The Architectural Committee, any member thereof, the Association, the Board and the Developer shall not be liable to any Owner, prospective Owner or other person for any damage, loss or injury suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (c) the development, or manner of development, of any Lot or other property within Anthony Park Subdivision. Approval of plans and specifications by the Architectural Committee is not and shall not be deemed to be a representation or warranty that said plans or specifications comply with applicable governmental ordinances and building codes.

Section 6: Inspection. Any member of the Architectural Committee, the Developer, or any authorized officer, director, employee or agent of the Architectural Committee, the Developer or the Association, may at any time enter upon any Lot in order to inspect improvements constructed or being constructed on such Lot to ascertain that such improvements have been or are being built in compliance with the plans and specifications approved by the Architectural Committee.

## ARTICLE IX USE AND BUILDING RESTRICTIONS

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

Section 2: Single-Family Residential Use. Except for Lot 59, all Lots shall be used, improved and devoted exclusively for single-family residential uses. Lot 59 shall be used exclusively for residential, senior housing, healthcare facilities for seniors or any other uses reasonably related to any of the foregoing uses (the “**Lot 59 Approved Uses**”). Except for a home office, no gainful occupation, profession, trade, or other nonresidential use shall be conducted on any such Lot, except as allowed herein on Lot 59. Nothing herein shall be deemed to prevent the leasing of any residence on a Lot or a Dwelling Unit on Lot 59 from time to time, by the Owner thereof, subject to the provisions of this Declaration. Subject to the Lot 59 Approved Uses, Lot 59 may be developed for such uses as approved by the Developer in its sole and absolute discretion or Developer may sell Lot 59 to a third party for further subdivision and development by said third party, subject to approval by the Developer in its sole and absolute discretion. Furthermore, Developer shall have the right to amend or modify the provisions of this Article IX, and provide for separate, revised Rules, restrictions and guidelines as they relate and apply to Lot 59 in Developer’s sole and absolute discretion without affecting the remainder of Anthony Park Subdivision.

Section 3: Structures. All Lots shall be subject to the following restrictions:

(a) Except for Lot 59 or as otherwise approved by the Association in its sole and absolute discretion, no structure whatever shall be erected, placed or permitted to remain on any Lot except a detached one-family dwelling, together with:

(i) an attached private garage, provided that the Architectural Committee, in its sole and absolute discretion, may give written consent to a detached garage; and

(ii) any other structure that the Architectural Committee may approve in its sole and absolute discretion, such as a detached pool or entertainment structure or a detached pavilion.

(b) All dwellings shall be constructed of maintenance free materials approved by the Architectural Committee in writing. No dwellings shall be constructed with vinyl or steel siding on the exterior, unless approved by the Architectural Committee, but then only as an accent material. All dwellings may be constructed of a combination of such materials, but all such materials must be approved by the Architectural Committee in writing, whether or not the materials are to be used in combination.

(c) Exterior walls of all residences and all appurtenances thereto shall be of brick, stone, cultured stone, wood siding, batt siding, wood paneling, James Hardie or other fiber-cement type siding, plate glass, Masonite, glass blocks or any combination thereof, as approved, required or prohibited in writing by the Architectural Committee. All windows shall be constructed of composite windows. All exterior doors, louvers, downspouts and gutters shall be constructed of wood, metal clad and wood laminate,



colored metal and glass, or any combination thereof. Exterior colors must be approved by the Architectural Committee. All percentages of various materials on the exterior shall be approved by the Architectural Committee. Notwithstanding the foregoing provisions, the Architectural Committee shall determine, in its sole and absolute discretion, whether any building material or product will be allowed, required or prohibited, and all improvements shall be made or constructed in conformity with the materials approved by the Architectural Committee.

(d) All dwellings shall be architecturally designed and built to a level of finish consistent with other residences in the Anthony Park Subdivision, subject to approval by the Architectural Committee in its sole and absolute discretion.

(e) Roof designs and materials shall be at the sole and absolute discretion of the Architectural Committee.

(f) Carports are not permitted.

Section 4: Animals. For the protection of all pets and residents of Anthony Park Subdivision, the following provisions are adopted and enforceable by the Association. No animals, fowl or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any property within the Anthony Park Subdivision, and then only if they are kept solely as domestic indoor pets and not for commercial purposes. No commercial breeding of animals shall be allowed. No animal shall be allowed to make an unreasonable amount of noise, be a danger to people or other animals or otherwise be a nuisance. No exterior doghouse, structure or pen for the care, housing or confinement of any animal shall be allowed on any Lot. No dogs shall be left outside for extended periods of time such as to become a nuisance or danger to other Owners. The Association 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, a danger to others or a nuisance, or whether the number of animals on any such property is unreasonable. Any decision rendered by the Association shall be enforceable as other restrictions contained herein. Pets shall not be allowed to be run loose or unsupervised on any part of the Property outside the Owner's fenced in yard. All dogs shall be on a leash and under the control of its handler when outside Owner's fenced yard. Owners shall be responsible to pick up and dispose of pet animal waste of their and their guests' pets from any Lot, Common Area, public street or right-of-way.

Section 5: Improvements and Alterations. No building, fence, wall, residence or other structure shall be commenced, erected, improved, or structurally altered, without the prior written approval of the Architectural Committee. The exterior surface of a single-family structure shall not be painted (other than painting with the same color of paint as previously existed) or changed in any manner without the prior written approval of the Architectural Committee (See Article VIII ARCHITECTURAL CONTROL).

Section 6: Temporary Occupancy. No trailer, incomplete building, tent, shack or garage and no temporary building or structure of any kind shall be used at any time for a residence in the Anthony Park Subdivision. Temporary buildings or structures used during the construction

of a dwelling on the Property shall be subject to the Rules of the Association and shall be removed immediately after the completion of construction.

Section 7: Motor Vehicles, Trucks, Commercial Vehicles, Mobile/Motor Homes, Trailers, Campers, RVs, Boats, Etc.

(a) Unlicensed or inoperable motor vehicles are prohibited, except in an enclosed garage. Any vehicle parked in a driveway that has not moved in ten (10) consecutive days shall be deemed inoperable.

(b) Parking of any motor vehicle of any type or character in public streets, Common Areas or vacant lots is prohibited between the hours of 12:00 am and 6:00 am. During such time, such motor vehicles shall be parked in garages or on driveways only.

(c) Commercial trucks vans and other vehicles are prohibited on driveways and public streets, except during such time as such trucks, vans or vehicles are actually being used for the specific purpose for which each one is designed, unless such vehicles are stored overnight (12:00 am and 6:00 am) in an enclosed garage.

(d) All mobile or motor homes, trailers of any kind, trucks with a gross vehicle weight in excess of one (1) ton, campers, recreational vehicles (RVs), other similar vehicles and boats are prohibited in Anthony Park Subdivision unless stored overnight (12:00 am and 6:00 am) in an enclosed garage; however, the above shall be allowed to be stored on a Lot outside of an enclosed garage for no longer than twenty four (24) hours for the sole purpose of loading and unloading.

(e) Notwithstanding anything above to the contrary, a temporary portable storage container or truck with three (3) axles or less, used during a move-in/move-out or construction project, may be placed overnight on a Lot (not on the street) for no more than a one (1) week period (with a minimum of seventy-two (72) hours between each instance).

(f) Any motor vehicle which is, in the sole and absolute discretion of the Association or the Developer, unsightly or not in keeping with motor vehicles owned by residents of the Anthony Park Subdivision, or is a service vehicle or pick-up truck with a camper top or similar top shall be parked in the garage overnight, and shall not be parked in the Anthony Park Subdivision between the hours of 12:00 am and 6:00 am in such a manner as will be Visible From Neighboring Property or the street.

(g) In the event of a violation of any of the above provisions of this Section 8 or of Section 9 below (a "**Vehicle Violation**"), the Association may, after written notice is sent by the Board to the Owner of the Lot, immediately start imposing a fine against the Owner in the amount of \$25 for each day that the violation continues to occur (a "**Vehicle Fine**"), and any such Vehicle Fine shall constitute a Special Assessment payable by the Owner within 30 days after receipt of such written notice. In the event a Vehicle Fine is not timely paid, the Association shall have the right to place a lien against

the Lot consistent with its right to place a lien for Annual Dues and Special Assessments as provided herein. Furthermore, if a Vehicle Violation is not corrected within 48 hours after written notice sent from the Board to the Owner of the Lot, the Association shall have the right to tow any vehicle or storage unit, at the expense of the Owner or the owner of the vehicle or storage unit that violates the above provisions.

Section 8: Motor Vehicles - Excessive Noise. If the Association determines that any motor vehicle, motorcycle, motor scooter or other motorized transportation is creating loud or annoying noises by virtue of its operation within the Anthony Park Subdivision, such determination shall be conclusive and final that the operation, upon notice by the Association to the Owner or operator thereof, shall be prohibited within the Anthony Park Subdivision.

Section 9: Landscaping and Lawns.

(a) Approval and 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. Each Owner shall submit a landscaping and irrigation plan for review and approval in the Architectural Committee's sole and absolute discretion.

(b) Design and Maintenance. All Lots must have an installed irrigation system over the entire yard, excluding the Forested Areas. All Lots shall have sod installed over the entire front yard and the side yards visible from the street. The back yard, excluding the Forested Areas (as defined in Article IX, Section 23: Forested Areas of Lots), must be sodded and/or hydro-seeded. All landscaping materials, including border materials, shall be natural materials unless otherwise approved by the Architectural Committee. Each Owner shall keep a minimum of two (2) trees, each tree a minimum of eight (8) feet in height, in the front lawn of the Owner's lot, and shall install a landscaping bed along the front of the house as approved by the Architectural Committee. Each Owner of a Lot 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. All lawns shall be routinely maintained, and grass shall not be allowed to grow taller than four (4) inches in height.

(c) Common Area and Easements. The Association, and its agents, shall have the right 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) Tree Removal. No trees located on any portion of any Lot (including, but not limited to, Forested Areas and the Surface Drainage Easement) that is larger than four (4) inches in diameter measured at three (3) feet above the ground may be cut down or otherwise removed without the prior written consent of the Architectural Committee in its sole and absolute discretion. In making its decision, the Architectural Committee may consider, but is not limited to, the health of the tree, the effect on the Forested Area and

the nearby density, the beauty of the tree (or lack thereof due to limb loss or type of tree), the risk of loss to structures on the Owner's and contiguous Lots and the Owner's stated reasons for such removal. The Architectural Committee's goal is to work with the Owners to maintain the beauty of the Forested Areas for the Owner and his neighbors. In the event any tree removal is requested, the Architectural Committee may require substitute plantings as a condition of any such approval. In the event any tree that requires consent for removal is removed without such approval from the Architectural Committee (a "**Tree Violation**", the Owner of the Lot shall be subject to a fine (a "**Tree Fine**") equal to Five Hundred Dollars (\$500.00) per inch of diameter of the tree removed measured at three (3) feet above the ground (or as otherwise reasonably estimated by Architectural Committee if the tree is no longer available for inspection). By way of example, if a 6-inch diameter tree is removed without consent, the fine would be \$3,000 (\$500 x 6). The Architectural Committee, the Board or the Developer may send written notice to the Owner of the Lot stating that such Tree Violation has occurred, the amount of the Tree Fine and how it was determined. The Tree Fine shall be payable by the Owner to the Association within 30 days after receipt of such written notice. In the event any such Tree Fine is not timely paid, the Association shall have the right to enforcement by suit and/or lien, consistent with its rights for Annual Dues and Special Assessments as provided herein. [See Article IX, Section 23: Forested Areas of Lots.]

(e) Lawn Ornaments. Lawn ornaments such as decorative statues of animals, birds and other wildlife, or any other lawn ornament statues or structures of any nature or kind, shall not be erected, placed or maintained on any Lot without the approval of the Architectural Committee in its sole and absolute discretion.

Section 10: Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, 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 the Property. The Association in its sole and absolute 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 or fence upon any Lot shall be permitted to fall into disrepair, and each such building, structure or fence shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 12: Trash Containers and Collection. No garbage or trash shall be placed or kept within the Anthony Park Subdivision except in covered containers of a standard type approved by the Board. The Board shall enter into a contract with a trash company selected by the Board to provide for weekly residential trash disposal service for all Lots and Dwelling Units on Lot 59 in Anthony Park Subdivision. No other weekly or periodic trash disposal service shall be permitted unless authorized by the Board in its sole and absolute discretion. The costs of the trash disposal service serving the Anthony Park Subdivision shall be included in the Annual

Dues. In no event shall trash containers be maintained so as to be Visible From Neighboring Property except to make them available for collection on the appointed day of trash collection and then, only for the shortest time reasonably necessary to complete 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, placed or maintained on any Lot 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 the Anthony Park Subdivision shall be allowed to overhang or otherwise encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of eight (8) feet, without the prior approval of the Architectural Committee.

Section 15: Machinery and Equipment. No machinery or equipment of any kind shall be placed, parked, operated or maintained upon or adjacent to any Lot except that:

(a) An Owner (or guest, invitee, licensee, tenant, lessee, family member, agent or employ thereof) may use such machinery or equipment as is usual and customary in connection with the use and maintenance of that owner's lot, or the improvements thereon.

(b) A builder or contractor constructing improvements for an Owner may use such machinery or equipment as is usual and customary in connection with the construction of improvements on an owner's lot, provided that such machinery and equipment is actively being used by the builder or contractor and is stored or placed in an area approved by the Architectural Committee, and that no trucks of any kind or nature shall be kept, parked or placed upon any Lot or street (public or private) between the hours of 12:00 midnight and 5:00 A.M., unless permission to the contrary is temporarily granted by the Architectural Committee, and

(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 and Lot Combinations. Except as otherwise provided herein with respect to Lot 59, no Lot shall be further subdivided or combined with another Lot 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 or the Association. This provision shall not, in any way, limit Developer from subdividing or combining any Lot or Property. Each newly created Lot shall be subject to assessment of Annual Dues and Special Assessments by the Association as provided herein.

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

- (a) One sign of not more than five (5) square feet, advertising the Lot for sale or rent;
- (b) Signs used by a builder to advertise the Lot 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 the Anthony Park Subdivision;
- (d) One sign, not to exceed one (1) square foot in size, which may contain the name or names of the Owner or Owners and/or the Dwelling Unit number;
- (e) Political signs; provided such signs shall only be displayed no earlier than 45 days before, and 10 days after, the applicable election.
- (f) Signs of such shape, size and location as the Architectural Committee may approve in its sole and absolute discretion.

Section 18: Construction Clean up; Cleanup Deposit. Each Owner shall, at their sole cost and expense, be responsible for keeping its Lot, public streets and the Common Areas clear and free of construction debris, mud, etc. created or caused by or related to construction on its Lot. At any time, the Architectural Committee, in its sole and absolute discretion, may impose a clean-up deposit to help ensure a clean construction site, public streets and neighboring Lots, particularly in the event of periodic or repeat violations by any Owner(s), their contractors and sub-contractors (generally or specifically) of this Section 18. In addition to the imposition of a Violation Fine, as provided in Article IX, Section 34(e) below, if the Lot, public roads and Common Areas are not generally kept clean during construction and at the completion of construction, the Association may (a) have the areas cleaned, (b) use a clean-up deposit, if any, to have the area cleaned and (c) bill the Owner for any costs over deposit amount (which shall be a lien against Owner's Lot) if the required clean-up is not completed within two (2) days' notice to the Owner. To the extent the Association uses any clean-up deposit as authorized above, the Owner shall make payment to the Association to replenish such deposit within ten (10) days of notice to the Owner. The failure to timely replenish the deposit shall subject the Owner to a Violation Fine, as provided in Article IX, Section 34(e) below. Any balance of the deposit remaining shall be refunded to the person making the deposit after construction is complete and the area is cleaned to the satisfaction of the Association.

Section 19: Building Location.

- (a) No building shall be located nearer to any lot line than the minimum set back line shown on the recorded plat of the Property.

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

Section 20: Fences.

(a) All fence designs, heights and locations shall be approved by the Architectural Committee upon submission of plans and specifications. Fences shall be of the design, materials and specifications determined by the Architectural Committee. Fences shall be repaired by the Owner as necessary to be maintained in good condition.

(b) Chain link fences are not permitted. If constructed of wood, the fence shall be a shadowbox design or such other design approved by the Architectural Committee.

(c) Except as otherwise provided herein, privacy fences are to be a maximum of forty-eight (48) inches in height, but they may be allowed up to seventy-two (72) inches in height under the following circumstances or as otherwise approved by the Architectural Committee in its sole and absolute discretion:

(i) The general intent for Anthony Park Subdivision is that there will be a fence that is seventy-two (72) inches in height on all perimeter boundary lines of all Lots that are adjacent to other subdivisions or open land that is outside of Anthony Park Subdivision.

(ii) A fence along the north lot line of Lots 52 through 54 in the 1<sup>st</sup> Addition of Anthony Park Subdivision, once approved by the Architectural Committee, shall be built and the fence shall be seventy-two (72) inches in height;

(iii) Fences along the north lot lines of Lots 55 through 58 in the 1<sup>st</sup> Addition of Anthony Park Subdivision, once approved by the Architectural Committee, may be built up to seventy-two (72) inches in height;

(iv) Lot 59 is intended to be a gated community that will be surrounded, once approved by the Architectural Committee, by a seventy-two (72) inch fence or wall around its boundary; however all decisions regarding fencing or walls around Lot 59 shall be approved by the Architectural Committee in its sole and absolute discretion.

(v) Fences along the east lot lines of Lot 12 in the 1<sup>st</sup> Addition of Anthony Park Subdivision that back up against the Common Area, once approved by the Architectural Committee, shall be built and the fence shall be built to seventy-two (72) inches in height; and

(vi) Fences along the south lot line of Lot 11 (and any other portion that borders the Common Area) in the 1<sup>st</sup> Addition of Anthony Park Subdivision,

once approved by the Architectural Committee, shall be built and the fence shall be built to seventy-two (72) inches in height.

(d) No fences shall be built in any portion of the Surface Drainage Easement. The Surface Drainage Easement shall remain free of any fencing that would obstruct the free flow of water through the easement.

(e) No fences shall extend nearer to the front wall of a house than ten (10) feet back from the front wall of the house on each side, unless otherwise approved by the Architectural Committee in its sole and absolute discretion. To the extent applicable, supporting structures on all fences shall be placed on the inside of the fence facing the Lot of the owner building the fence.

(f) No fence or hedge shall be permitted between the front wall of the house and the adjoining street or across the front yard, subject to the approval of the Architectural Committee in its sole and absolute discretion.

(g) There shall be no fences in the Forested Areas, except as approved by the Architectural Committee in its sole and absolute discretion.

(h) Notwithstanding anything herein to the contrary, Developer may construct a fence or wall (the “**National Fence**”) in the Common Areas along and facing National Avenue as part of the design and enhancements of the Anthony Park Subdivision. Each Owner of a Lot facing National Avenue (or any other outer boundary of the Anthony Park Subdivision) hereby understands, consents to and grants the Developer and the Association the right to come upon the Lots adjacent to said Common Area (Lots 1 through 11 of the 1<sup>st</sup> Addition of Anthony Park Subdivision) to perform construction and maintenance of the National Fence. The Association, at the Association’s expense, shall maintain the National Fence and the grass and landscaping, if any, on the outside thereof. The Owner, at the Owner’s expense, shall maintain the grass and landscaping on the inside of the National Fence on each respective Lot. Developer and/or Association shall repair any damage to the Lot caused by their entry onto the Lot. Other than the National Fence, no fences shall be constructed on the east lot lines of Lots 1 through 11 in the 1<sup>st</sup> Addition of Anthony Park Subdivision (the only fence shall be the National Fence constructed by the Association located in the Common Area).

Section 21: Sales and Construction Office. Notwithstanding anything herein, Developer and its agents may establish temporary sales and/or construction offices and model homes, on the Property and shall be removed upon the completion of Anthony Park Subdivision. Developer may also permit builders and realtors to establish the same, and any such office shall be removed upon the request of Developer or the Association. 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 the Anthony Park Subdivision.



Section 22: Drainage Easements. Drainage easements are reserved as shown upon the recorded Subdivision Plat of the Property. Such drainage easements shall be maintained as follows:

(a) Surface Drainage Easement.

(i) By the Association. The Association shall have the right to access, and the obligation to maintain and ensure that, the Surface Drainage Easement is properly functioning for its intended purpose of erosion control and water quality. This maintenance shall include repairing any erosion of the water quality berms, ensuring there is no blockage of the water flow through the drainage easement and removing fallen trees and other obstacles within the Surface Drainage Easement. The Association is not responsible to perform any mowing or landscaping (maintenance or replacement) within the Surface Drainage Easement.

(ii) By the Owner. Except as noted above, the Surface Drainage Easement shall be maintained by the Owner of the respective Lot through which the Surface Drainage Easement runs. The maintenance to be performed as described herein is intended to (a) allow for proper functionality of the easement, (b) enhance the beauty of the neighborhood and (c) prevent the creation of habitat that will lead to the presence of varmints, feral animals and other nuisances. As part of such maintenance, all underbrush and small trees with a trunk diameter of less than two (2) inches in diameter measured at three (3) feet from the ground shall be removed by the Owner. Trees larger than four (4) inches in diameter measured at three (3) feet from the ground shall not be removed or cut down without the consent of the Association in its sole and absolute discretion, as referenced in Article IX, Section 9(d) Tree Removal. Trees shall be trimmed by the Owner such that all branches on the trees within four (4) feet of the ground are removed. In the event the Owner fails to maintain the Surface Drainage Easement as required above, the Association shall have the right to perform the required work for the Owner and bill the Owner for all costs and expenses and, in the event the Owner does not reimburse such costs and expenses to the Association, the Association shall have the right to place a lien against the Lot consistent with its right to lien for Annual Dues and Special Assessments as provided herein.

(b) Underground Drainage Easements. Drainage pipes and related facilities (the “**Underground Pipes**”) have been or may be installed within the Underground Drainage Easements. The surface of the Underground Drainage Easements shall be maintained by the Owner (mowing, trimming, landscaping, etc.), but Owner shall be not be responsible for the maintenance of the Underground Pipes, unless damaged by an Owner or anyone acting on behalf of the Owner. In the event the Owner fails to maintain the Underground Drainage Easement as required above, the Association shall have the right to perform the required work for the Owner and bill the Owner for all costs and expenses and, in the event the Owner does not reimburse such costs and expenses to the Association, the Association shall have the right to place a lien against the Lot consistent with its right to lien for Annual Dues and Special Assessments as provided herein.

Except for damaged caused by the Owner or anyone acting on behalf of the Owner, the Association shall be responsible to maintain the Underground Pipes within the Underground Drainage Easement.

Section 23: Forested Areas of Lots. The rear portion of many Lots in the Anthony Park Subdivision will have heavily wooded areas. Those heavily wooded areas on Lots that are not used in connection with the front and side yards, the house footprint and an appropriately approved portion for a back yard (the “**Forested Areas**”) shall be maintained by the Owner to the same minimum standard that the Surface Drainage Easement in Article IX, Section 22(a) (above) is required to be maintained. The intent is to maintain the beauty of the Anthony Park Subdivision by keeping the larger trees and keeping the Forested Areas cleared of underbrush and habitat that may lead the presence of varmints, feral animals, and other nuisances. [See Article IX, Section 9: Tree Removal.]

Section 24: Soil Removal. Soil may not be removed from Anthony Park Subdivision without the written approval of the Developer or the Architectural Committee.

Section 25: 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 26: Basketball Goals. Basketball goals shall not be installed or otherwise placed on any Lot, unless approved in writing by the Architectural Committee, in its sole and absolute discretion.

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, as approved by the Architectural Committee in its sole and absolute discretion. Other types of low intensity lighting which does not disturb the other Owners or occupants of neighboring Lots may be allowed. All exterior Christmas and other holiday or seasonal lighting shall be removed by no later than 15 days after such holiday and may not be installed earlier than 45 days prior to such holiday.

Section 28: Mailboxes. The Developer is installing community United States Postal Service mailboxes in the Common Area for use by the Lots. There shall be no individual mailboxes (for United States Postal Service or otherwise) on Lots unless approved by the Developer or the Association in either’s sole and absolute discretion. The community mailboxes shall be maintained and replaced by the Association.

Section 29: Roofs and Solar Panels. All roofs shall be of a material and design approved by the Architectural Committee, in its sole and absolute discretion. Solar Panels may be allowed on the roof, but at the sole and absolute discretion and approval of the Architectural Committee.

Section 30: Pools. There shall be no above ground pools allowed in the Anthony Park Subdivision. In-ground pools may be allowed, subject to review and approval by the Architectural Committee in its sole and absolute discretion.

Section 31: Completion. A structure shall be completed within a reasonable time after commencement of construction (6 months from commencement to complete the exterior and 1 year to complete all construction and landscaping). In the event of fire, windstorm, or other damage, a structure shall be repaired, remodeled, rebuilt or completely removed within a reasonable time.

Section 32: Builder's Use of Common Area. The recreational facilities in the Common Area are not for builder's use or their family's use, unless they live in the Anthony Park Subdivision.

Section 33: Garage Sales. The Association may approve and organize subdivision-wide annual or semi-annual neighborhood garage sale days. On such approved days, Owners may have garage sales on their Lots. Other than neighborhood-wide sanctioned garage sale days, no Lot may have more than two (2) garage sales per calendar year.

Section 34: Violations, Remedies and Fines.

(a) Each Owner is obligated to abide by the provisions set forth in this Article IX and this Declaration generally. 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 IX, the Association shall cause to be delivered to said Owner a written Notice of Violation. Said Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated or remedied within a reasonable time as set forth in the notice.

(b) If the violation has not been voluntarily terminated or remedied by the Owner within the time allowed in the notice, the Association shall have the authority to pursue and effect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of said violation. This authority shall include, but shall not be limited to, the power to (i) assess fines, (ii) employ laborers to enter upon the premises of said owner for the purpose of removing and/or terminating the cause of said violation, (iii) place liens on the Owner's Lot and/or (iv) legally enforce this Declaration through court action.

(c) If, by virtue of the exercise of the authority granted herein, the Association shall incur expenses in connection with the process of removing and/or terminating said violation, the Association may enforce collection of any costs, liens, Fines or other expenses, in the same manner as if such amounts were Annual Dues or Special Assessments and shall have all powers and rights to so lien and collect as set forth in Article VII COVENANTS FOR DUES AND ASSESSMENTS.

(d) 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 by the perpetrator of

the same, shall be made by the Board after taking into consideration the facts and circumstances surrounding the particular violation, condition or occurrence.

(e) Violation Fines. In addition to any other remedies provided herein, in the event of an uncured violation of the obligations of an Owner as set forth under this Article IX, the Board shall have the right to assess daily Violation fines against the Owner in the amount of One Hundred Dollars (\$100.00) per day until such violation is cured or resolved (the “**Violation Fines**”). All Violation Fines shall be payable within thirty (30) days after notice of imposition of such Violation Fines is sent by the Association to the Owner. In the event any Violation Fines remain unpaid beyond their required payment date the Board may assert a lien against the Owner’s Lot for such unpaid amounts as if such Violation Fine was an Annual Dues amount or a Special Assessment. Unpaid past due Violation Fines shall incur interest at the rate of 18% per annum until paid in full.

(f) The provisions of Article XIII, Section 1: Enforcement shall also apply with respect to violations of this Article IX.

## ARTICLE X CARE OF COMMON AREA

Section 1: Maintenance by Association. As to any Common Area owned, leased or otherwise controlled by the Association, the Association may 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 Common Area.

(b) Construct, reconstruct, repair, replace or refinish any detention areas, or road improvement or surface upon any portion of such Common Area used as a road, street, walk, driveway or parking area.

(c) To maintain and replace injured or diseased trees, shrubs, annuals, perennials, ground cover or other vegetation within any Common Area, Landscape Island, median or other landscaped area within any right-of way of any public or private street located within Anthony Park Subdivision to the extent that the Association deems necessary or desirable for the conservation of water and soil and for aesthetic purposes, and to the extent that the County or the City deems necessary to maintain public safety. The Association 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. In the event landscaping of any Common Area, right-of-way, detention basin or detention easement shall not be maintained by the Association to the reasonable satisfaction of the County (or, in the event of annexation, the City), the Association will be provided 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 County

(or, in the event of annexation, the City) within thirty (30) days of receipt of notice, then the applicable government entity may either:

- (i) Have the landscaping maintenance performed and the Association shall be billed for the cost of the landscaping; or
- (ii) The County (or, in the event of annexation, the City) may remove the landscaping.

Except as otherwise specifically provided, any expense of the County (or, in the event of annexation, the City) for administration, maintenance, operation, repair or replacement of Common Areas, detention basins, detention easements, and/or landscaping within any public right-of-way shall be treated as and paid for as a common expense of the Association. Notwithstanding, if the Association fails to pay the County (or, in the event of annexation, the City) for its maintenance costs within thirty (30) days of written demand, the County (or, in the event of annexation, the City) may assess the cost of such maintenance or abatement in the same manner as assessments are levied by the Association, and the same shall be a lien and a personal liability, of each Owner of a Lot, to the same extent as other Annual Dues and Special Assessments under this Declaration.

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

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

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

**Notwithstanding the foregoing, any amendment to this Declaration which provides for additional or modified covenants, conditions and restrictions, which would reduce any obligation of the Association to maintain the Common Areas, detention facilities, drainage basins or easements detention easements or landscape islands within the Anthony Park Subdivision, shall require the written approval of the County (or, in the event of annexation, the City).**

Section 2: Damage or Destruction of Common Area by Owners. In the event any Common Area willfully or maliciously is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such owner does hereby authorize the Association to repair said damaged area, and the Association, at its option, shall so repair said damaged area. The cost for such repairs shall be paid by said Owner, upon demand, to the Association and the Association may enforce collection of same in the same manner as if such cost was an Annual Dues amount or a Special Assessment and shall have all powers and rights to so collect as set forth in Article VII COVENANTS FOR DUES AND ASSESSMENTS.

## ARTICLE XI

## ANNEXATION INTO THE CITY OF SPRINGFIELD

As a condition of providing sanitary sewer services to Anthony Park Subdivision, the Developer and the City executed an IRREVOCABLE PETITION AND CONSENT TO ANNEXATION (dated February 27, 2019, and recorded in Book 2019 at Page 6691-19), whereby the City Council of the City may, at any time in accordance with Missouri statutes, cause Anthony Park Subdivision to be annexed into the City. In addition, the Developer or the Association may at any time seek to have Anthony Park Subdivision annexed into the City, in accordance with Missouri statutes. Each Owner irrevocably consents to the annexation of the Property into the City in accordance with the terms and conditions agreed to by the Developer or the Association and the City and waives any right to object to or challenge annexation of any part of the Property. In the event the Property is annexed into the City, the City shall succeed to the rights of the County hereunder, as such rights shall apply prospectively to events, processes and actions, as provided herein, occurring after the date of such annexation. (See Article XI ANNEXATION INTO THE CITY OF SPRINGFIELD)

### ARTICLE XII RESERVATION OF DEVELOPMENT RIGHTS

Section 1: Phases; Additional Land. Subject to the Developer obtaining platting and zoning approval from the County (or, in the event of annexation, the City), the Developer may add additional real property (the “**New Property**”) to the Property to become a part of the Anthony Park Subdivision and may supplement or modify this Declaration with additional covenants, conditions and restrictions (or deletions thereof) as Developer may deem appropriate in its sole and absolute discretion. Any New Property added by the Developer may be developed in phases in the Developer’s sole and absolute discretion. As New Property is added to the Property, an amendment to this Declaration shall be recorded legally describing the New Property and other special restrictions or provisions that may only apply to the New Property or may apply generally to all Property.

Section 2: Removal of Land. The Developer may remove Lots and other portions of real property from the Property and may supplement or modify this Declaration with additional covenants, conditions and restrictions as Developer may deem appropriate in Developer’s sole and absolute discretion at any time that Developer still owns one or more Lots in the Anthony Park Subdivision.

#### Section 3: Right to Subdivide or Combine Lots.

(a) General. The Developer hereby reserves the right to further subdivide or combine Lots thereof into smaller or larger Lots in Developer’s sole and absolute discretion. Thereafter, each newly created Lot shall be subject to the terms and conditions of this Declaration.

(b) Lot 59. In the event Lot 59 is replatted into multiple separate Lots, an amendment to this Declaration shall be recorded, legally describing the new final plat of the Lots within the former Lot 59, and covering such general and special provisions and restrictions as may be

deemed appropriate by the Developer or the Association, which shall thereafter apply only to such newly platted Lots or shall apply generally to all Property.

Section 4: The rights described in this Article XII are not subject to the approval of any other party including the Association or any Owner.

Section 5: No Governmental Obligations: Nothing contained in this Declaration shall be deemed to constitute a dedication for a public use or to create any rights in the general public. Nothing contained in this Declaration shall be construed as creating an obligation on the part of the County (or, in the event of annexation, the City), or any other governmental authority having jurisdiction over Anthony Park Subdivision and the Common Areas to maintain, repair, or replace any portion of the Common Areas, detention basins, or easements.

### ARTICLE XIII GENERAL PROVISIONS

Section 1: Enforcement. The Developer or the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, fines and charges now or hereafter imposed by the provisions of this Declaration as modified and amended. In addition to any remedies available at law or in equity and the right to place liens against an Owner's Lot or impose fines as provided herein, the Developer or the Association shall have the right to seek and obtain an award for damages, specific performance and/or injunctive relief from a court of competent jurisdiction in the event of a violation of this Declaration by an Owner. Failure by the Developer or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the Developer or the Association employs an attorney or attorneys for collection of any Annual Dues, Special Assessments or Fines, 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, the violating Owner agrees to pay reasonable attorneys' fees and costs thereby incurred by the Developer or the Association in addition to any other amounts due or any other relief or remedy obtained against said Owner.

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

Section 3: Amendment.

(a) The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless otherwise amended as herein provided.

(b) This Declaration may be amended in whole or in part at any time by an instrument in writing executed by Developer, its successors or assigns, in its sole and

absolute discretion, until such time as the Developer no longer owns any of the Property or Lots.

(c) Following such time as the Developer no longer owns any of the Property or Lots, this Declaration may be amended by an instrument in writing executed by the Association, with the approval of a majority of the votes of a quorum of the Owners (which may be obtained by the consent of a sufficient number of the Owners without the need for a formal meeting).

(d) No amendment shall be effective until it is recorded in the real estate records of 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 or the Association.

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 is hereby declared to be a violation of this Declaration and subject to any or all enforcement procedures set forth in this Declaration.

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 this Declaration may be delivered either personally or by a commercial delivery service (such as FedEx, UPS) with delivery confirmation. If by delivery service, it shall be deemed to have been delivered the day the delivery service indicates it was delivered:

(a) If to the Association, the Board or the Architectural Committee;

Anthony Park Property Owners Association, Inc.  
c/o Mike Nichols, attorney  
2144 E. Republic Road, Suite B300  
Springfield, MO 65804

However, plans and specifications and other development documents to be reviewed by the Association or the Architectural Committee shall be delivered to the address provided in the application and guideline forms approved by the Architectural Committee.

(b) If to an Owner, to the address of any Lot owned, in whole or in part, by him or to any other address last furnished by an Owner to the Association.

(c) If to the Developer:



AP Developer, LLC  
c/o Mike Nichols, Manager  
2144 E. Republic Road, Suite B300  
Springfield, MO 65804

Provided, however, that any such address may be changed at any time by the party concerned by furnishing a written notice of change of address to the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association and shall promptly notify the Association in writing of any subsequent change of address.

Section 8: Binding Effect of Declaration. By acceptance of a deed and acquiring an ownership interest in any of the Property, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs and personal representatives to the covenants, conditions and regulations now or hereafter imposed by this Declaration (and any amendments thereto) and to the Rules hereafter promulgated by the Association, or the Board acting on behalf thereof, and by the Architectural Committee, in accordance with this Declaration. In addition, each such person or entity by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement, development and preservation of the Property.

[The remainder of this page is intentionally blank. Signature on the following page.]

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 18<sup>th</sup> day of September, 2019.

AP Developer, LLC

By:   
Mike Nichols, Manager

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF GREENE    )

On this 18<sup>TH</sup> day of September, 2019, before me personally appeared Mike Nichols, to me personally known, who being duly sworn, did say that he is a Manager of AP Developer, LLC (the "Company"), and that he executed the foregoing instrument in the name of the Company, and that he had the authority to sign the same and acknowledged said instrument to be the free act and deed of the Company.

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

  
Notary Public



KRISTY JO GORE  
My Commission Expires  
January 5, 2023  
Christian County  
Commission #15512482

My commission expires: \_\_\_\_\_

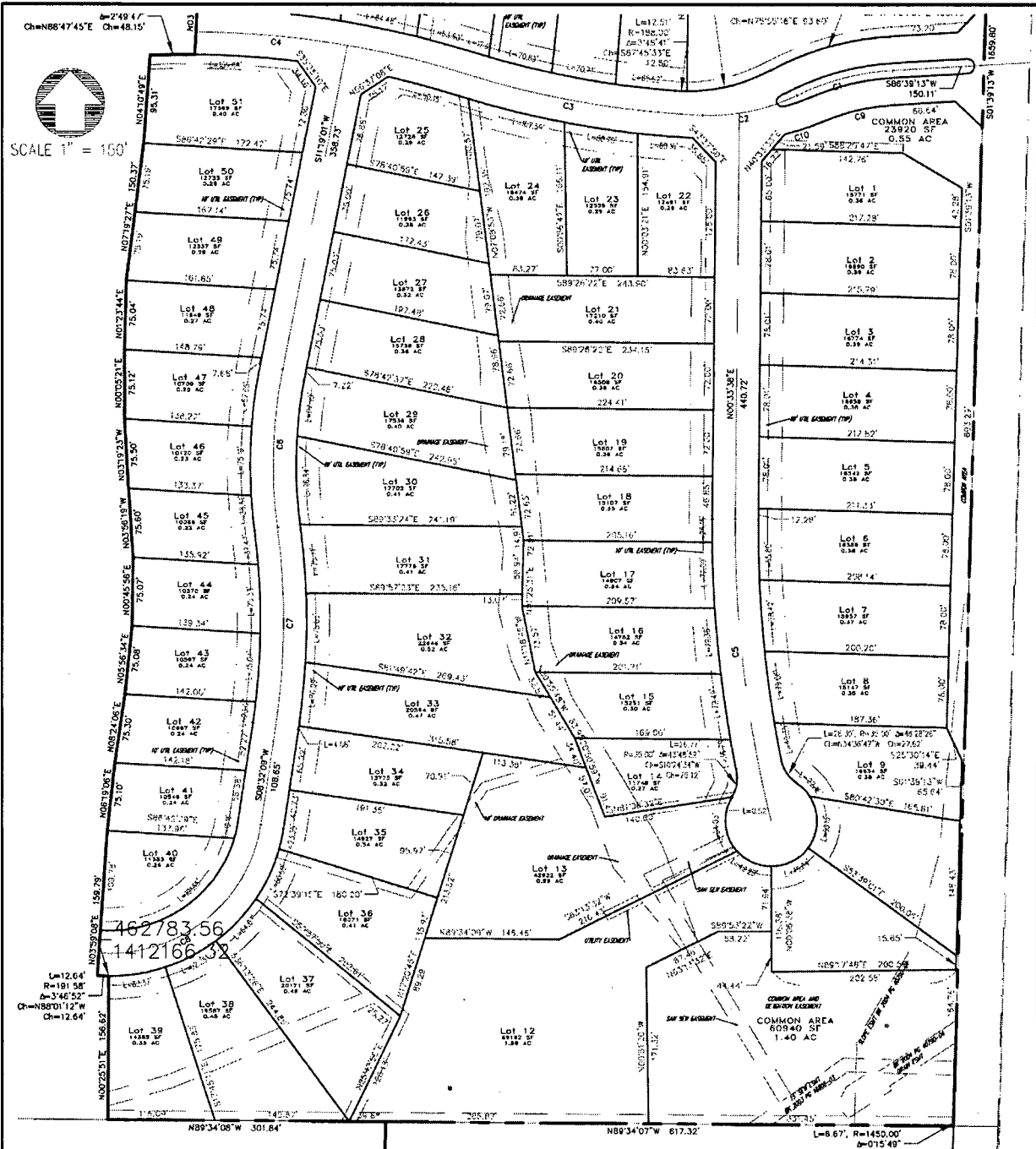
EXHIBIT "A"  
LEGAL DESCRIPTION OF THE PROPERTY

All that part of Section 25, Township 28 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri, being more particularly described as follows: Commencing at an existing aluminum monument at the Northeast corner of said Section 25; thence, North 89°14'40" West, along and with the North line of said Section, a distance of 661.34 feet; thence, South 01°45'11" West, a distance of 668.06 feet to an existing iron pin at the Northwest corner of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of said Section 25; thence, South 01°47'26" West, along and with the West line of said aliquot portion, a distance of 10.00 feet to the POINT OF BEGINNING; thence, South 89°17'03" East, ten feet South of and parallel to the North line of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of said Section 25, a distance of 644.97 feet to the West right-of-way line of National Avenue; thence, Southerly, along and with said West line, the following four (4) courses:


Southwesterly, along and with a 1450.00-foot radius curve to the right, having a chord bearing of South 10°32'34" West and chord length of 59.34 feet, an arc distance of 59.35 feet; thence, Southwesterly, along and with a 1550.00-foot radius curve to the left, having a chord bearing of South 06°41'04" West and chord length of 271.84 feet, an arc distance of 272.19 feet; thence, South 01°39'13" West, a distance of 1659.80 feet; thence, Southwesterly on a 1450-foot radius curve to the right, having a chord bearing of South 01°47'06" West and chord length of 6.67 feet, an arc distance of 6.67 feet

to the intersection of said West line with the South line of the Southeast Quarter of the Northeast Quarter of said Section 25; thence, North 89°34'07" West, along and with said South line, a distance of 617.32 feet; thence, North 89°34'08" West, along and with said South line, a distance of 301.84 feet; thence, North 00°25'51" East, leaving said South line, a distance of 156.62 feet to the proposed South right-of-way line of South Kings Avenue; thence, Northwesterly, along and with said South line on a 191.58-foot radius curve to the right, having a chord bearing of North 88°01'12" West and chord length of 12.64 feet, an arc distance of 12.64 feet; thence, North 03°59'08" East, leaving said South line, a distance of 159.79 feet; thence, North 06°19'06" East, a distance of 75.10 feet; thence, North 08°24'06" East, a distance of 75.30 feet; thence, North 05°56'34" East, a distance of 75.08 feet; thence, North 00°45'56" East, a distance of 75.07 feet; thence, North 03°56'19" West, a distance of 75.60 feet; thence, North 03°19'23" West, a distance of 75.50 feet; thence, North 00°05'21" East, a distance of 75.12 feet; thence, North 01°23'44" East, a distance of 75.04 feet; thence, North 07°19'27" East, a distance of 150.37 feet; thence, North 04°10'49" East, a distance of 95.31 feet to the proposed South right-of-way line of Siler Road; thence, Northeasterly, along and with said South line on a 975.00-foot radius curve to the right, having a chord bearing of North 88°47'45" East and chord length of 48.15 feet, an arc distance of 48.15 feet; thence, North 03°17'31" East, leaving said South line, a distance of 176.44 feet to the South line of the Southwest Quarter of the Northeast Quarter of the Northeast Quarter of said Section 25; thence, South 89°26'22" East, along and with said South line, a distance of 239.74 feet to the Southwest corner of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of said Section 25; thence, North 01°47'26" East, along and with the West line of said aliquot portion, a distance of 660.29 feet to the POINT OF BEGINNING, containing 37.34 acres, more or less and being subject to easements, restrictions or rights-of-way, if any.

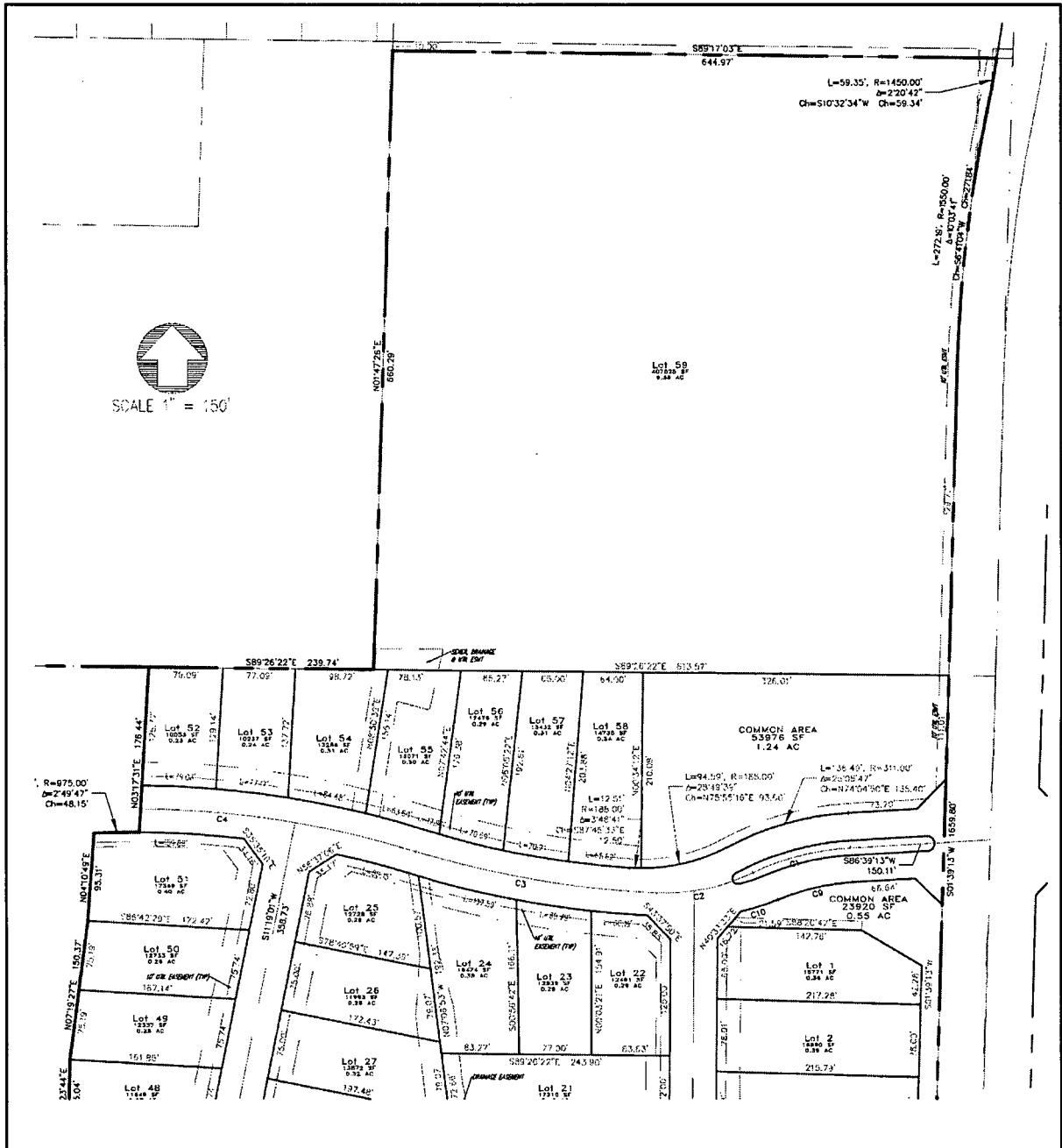
**EXHIBIT "B"**  
**DRAFT OF MAP PORTION OF THE SUBDIVISION PLAT, page 1 of 2**




**NOTE:**  
 THIS DRAWING HAS BEEN PREPARED ONLY AS AN EXHIBIT TO ILLUSTRATE NEW EASEMENTS TO BE DEDICATED BY RECORDED INSTRUMENTS AND IS NOT TO BE CONSTRUED TO REPRESENT A PROPERTY BOUNDARY SURVEY.

 <p>LEE Engineering &amp; Associates, L.L.C.          1200 E. Woodhurst Dr., Suite D200          Springfield, Missouri 65807          417-886-9100 (phone)          417-886-9336 (fax)          dlee@leeengineering.biz</p> <p align="center"><i>"Engineering with Integrity"</i></p>	<p>Missouri State Certificate of Authority          Engineering #200015504          Land Surveying #200928250</p>	<p><b>ANTHONY PARK          FINAL PLAT          EXHIBIT</b></p>		<p>DATE:          08/12/2019</p>
		<p>PROJECT NO.:          1830</p>		<p>PROJECT NO.:          1830</p>

**EXHIBIT "B"**  
**DRAFT OF MAP PORTION OF THE SUBDIVISION PLAT, page 2 of 2**



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			08/12/2019
			PROJECT NO.:
			1830