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REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Christa Dawn Spaulding
RECORDER OF DEEDS

(Space above reserved for Recorder of Deeds certification)

Title of Document: Declaration of Covenants, Conditions and
Restrictions of Valley Trail Subdivision

Date of Document: May 17, 2019

Grantor(s):

Valley Trail Subdivision

Grantee(s):

Mailing Address(s):



P.O. Box 14909
Springfield, MO 65814

Legal Description:

Reference Book and Page(s):

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

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
VALLEY TRAIL SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF VALLEY TRAIL SUBDIVISION (the "Declaration") is made by The Trails at Valley Park, LLC, a Missouri limited liability company (the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of the real property legally described on Exhibit "A" (the "Property"), and the Property shall be held, conveyed and known as the Valley Trail Subdivision (the "Valley Trail Subdivision"); 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 VALLEY TRAIL SUBDIVISION RESTRICTIONS

The Developer hereby declares that all of the Property (as defined below, and also referred to as the Valley Trail Subdivision) is and shall be held, conveyed, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration of Restrictions, Covenants and Conditions of Valley Trail Subdivision, as amended or modified from time to time (the "Declaration"). This Declaration is in furtherance of a general plan for the subdivision, improvement and sale of the Property and every part thereof. Except as provided herein, this Declaration shall run with the Property for all purposes and shall be binding upon and inure to the benefit of the Association and all Owners and their successors in interest.

ARTICLE II
DEFINITIONS

Section 1: As used in this Declaration:

(a) "Association" shall mean and refer to VALLEY TRAIL PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

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

(b) "Common Area" shall mean all real property owned by the Association (or made available by the Developer for the use of the Association) or designated or shown as Community Area, Common Area, or as open, detention or drainage area on any final plat of the Valley Trail Subdivision, as recorded, including any amendments or additions thereto, which shall include, but not be limited to, the landscaped portion of any street, medians, traffic islands or landscaped areas within any public or private streets within the subdivision, any private streets, entry roads, curb and gutter, sidewalks, gates and other improvements within the area which would have been public right-of-way if the streets were public.

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

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

(c) "Developer" shall mean The Trails at Valley Park, LLC, its successors and assigns and any entity designated by The Trails at Valley Park, LLC, as a Developer or successor.

(h) "Lot" shall mean any parcel of real property designated as a Lot on any recorded Subdivision Plat within the Property or any additions thereto, with the exception of the Common Area, public streets or other improvements dedicated to the public.

(f) "Owner(s)" shall mean the record owner, whether one or more persons or entities, of a fee or undivided interest in any Lot. The foregoing does not include any persons or entities which hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise in this Declaration, the term "Owner" shall not include a lessee or tenant.

(e) "Property" or "Properties" shall mean and refer to all of the real property legally described on Exhibit "A", which is attached hereto and incorporated herein, and any additional real property additionally encumbered by this Declaration upon the filing by the Developer of an amendment to the Declaration with the Greene County Recorder of Deeds which shall state the legal description of the additional real estate to be included as part of the Property. The Property is also referred to as the Valley Trail Subdivision in this Declaration.

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

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

(t) "Valley Trail Subdivision" shall mean the Property subject to this Declaration, as may be amended (the Valley Trail Subdivision and Property are used interchangeably throughout this Declaration).

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

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

ARTICLE III 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 Members; the right of the Association to limit the Common Areas which may be used by guests of Members; the right of the Association to impose conditions under which Common Areas may be used by Members and/or their guests;

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

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any governmental agency, authority, or public or private utility for such purposes, provided, however, Greene County provides written consent to such dedication, conveyance or transfer or the City of Nixa in the event the subdivision has been annexed into the City of Nixa; and

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

ARTICLE IV PROPERTY SUBJECT TO THE DECLARATION

Section 1: General Declaration. The Developer may develop the Property (the Valley Trail Subdivision) in phases, by subdivision into various Lots or by the addition of other Property. The Developer may supplement or modify this Declaration with such additional covenants, conditions and restrictions as may be appropriate. 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. All of this Declaration shall run with all of 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 VALLEY TRAIL 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, 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.

(b) Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and the 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 of Directors), the Developer shall have the right, in its sole discretion, to determine the number of members of the Board of Directors (no less than three (3) members), and Developer shall have the right, in its sole discretion, to appoint members of the Board of Directors. As and when the Developer no longer owns any Lots (or such earlier time that Developer waives its right to control the Board of Directors), the Board of Directors shall consist of a minimum of three (3) directors or such higher number as the Owners shall determine. The Owners shall elect the Board. Each Lot 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 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 the Declaration, adopt, amend, and repeal rules and regulations governing the use of any Common Area by any Owner, by the family of such Owner, or by any invitee, licensee or lessee of such Owner; provided, however, that such Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or 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 the Declaration.

Section 4: Personal Liability. No Member of the Board of Directors, 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 the Common Areas and shall be responsible for the payment of any taxes and insurance on the Common Areas.

Section 6: 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 which is subject to assessment by the Association.

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 of Directors 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 members, other than Developer, shall be entitled to one (1) vote for each Lot in which such member owns an interest; provided, however, that when two or more persons or

entities hold undivided interests in any Lot all such persons or entities shall be voting members and the vote for such Lot shall be exercised as they, among themselves, determine, but such joint ownership shall not increase the vote which could otherwise be cast for such Lot. Developer shall be entitled to 150 votes for each Lot owned by Developer.

Any matter to be voted on by the voting members of the Association shall be determined by a 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 vote or shall have waived such right in writing for so long as Developer owns a Lot.

ARTICLE VII COVENANT FOR ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligations of Assessments. Each of the Owner(s), 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 assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall, to the full extent permitted by law, be a charge on the Lot of each of the Owner(s) and shall be a continuing lien upon each such Lot after such assessment is made, except for any Lot owned by Developer. The Developer shall not be obligated to pay any annual assessments or special assessments related to any Lot. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner(s) of each Lot, except for Developer, on the effective date of the assessments. The personal obligation for delinquent assessments shall not pass to the successors in title of each Owner(s), but, nevertheless, the lien arising by reason of such assessment shall continue to be a charge and lien upon the land as above provided. In the event two (2) or more Lots are combined into one (only with the consent of the Developer), the Owner of the combined Lot will remain obligated to pay assessments for the same number of Lots that existed prior to the Lot combination.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the general benefit, recreation, health, safety and welfare of the residents of the Valley Trail Subdivision. Such purposes shall include, but shall not be limited to, and the Association's rights and powers shall include (in addition to the rights and powers set forth in this Declaration and in the Association's Articles of Incorporation and By-Laws) provision for the improvement, construction, repair, maintenance, care, upkeep and management of the Common Areas and the improvements and facilities thereon; and further, shall include the payment of any taxes and assessments, if any, which may be assessed and levied upon any property owned by the Association, together with all other costs and expenses related to the management and maintenance of the Common Areas. Nothing contained herein shall limit the Association's rights and powers granted in this Article or granted elsewhere in this Declaration and the Articles of Incorporation and By-Laws of the Association.

Section 3: Annual Assessment.

(a) The initial annual assessment shall be not more than Five Hundred Dollars (\$500.00) per Lot, and shall commence at such time as is designate by the Board, and after thirty (30) days written notice to all Owner(s).

(b) The maximum amount by which an annual assessment may be increased each year, without a vote of the Members, is ten percent (10%) above the prior year's annual assessment except that in the event that the annual assessment is not sufficient to pay for the maintenance, taxes and insurance on the common area, an additional annual assessment will be made solely for the purpose of paying for the maintenance, taxes and insurance on the Common Area.

(c) No annual assessment shall be due from Developer, unless Developer agrees in writing to pay such assessments. Commercial builders who purchase lot(s) for development (and not personal residences) shall be not be obligated to pay annual or special assessments for a period of the lesser of (a) two (2) years from the date they purchase a lot from the Developer or (b) until construction of a residence is completed on the Lot. This exception shall not apply to any lots purchased from any seller other than the Developer.

Section 4: Special Assessment for Capital Improvements. In addition to the annual assessments in Section 3 above, the Association may levy, in any assessment year, a special assessment. The purpose of the special assessment shall be for a capital improvement in the Common Area, or providing in whole or in part, for the cost of any reconstruction, repair or replacement of a capital improvement in the Common Area, including fixtures and property related thereto. The maximum special assessment shall be One Thousand Dollars (\$1,000.00) per year, per Lot. Any special assessment shall require an affirmative vote of the majority of the voting members. Developer shall have no obligation to pay any special assessments.

Section 5: Effect of Nonpayment of Assessments; Remedies of the Association. Each Owner, except Developer, shall be deemed to covenant and agree to pay to the Association the assessments provided for herein, and each agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner, 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 assessment when due, the assessment shall be deemed delinquent, and shall bear interest at the rate of eighteen percent (18%) per annum, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or, without any limitation by the foregoing, by either or both of the following procedures.

(a) Enforcement by Suit. The Board may cause a suit at law to be commenced and maintained in the name of the Association against any Owner to enforce

each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of eighteen percent (18%) per annum from the date of delinquency, 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 Valley Trail Subdivision to secure payment to the Association of any and all 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 assessment, 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 amount of the delinquency, interest thereon, the One Hundred Dollars (\$100.00) administration fee, collection costs, and reasonable attorneys' fees;
- (4) That the claim of lien is made by the Association pursuant to the 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 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 Valley Trail Subdivision, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Section 6: Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE 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 shall be constructed or maintained upon any Lot, and 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. A copy of such plans, specifications and plot plans as finally approved shall be kept by the Architectural Committee. All fees and expenses incurred by the Architectural Committee shall be paid by the applicant.

Section 2: Duties. The Architectural Committee shall have the right, in its sole discretion, 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 and without any limitations of the foregoing, it shall have the right to take into consideration the suitability of the proposed building, structure or other improvement of landscaping, in light of Developer's plans for Valley Trail Subdivision as a residential development of architectural design, color, texture and materials, the harmony of external design and location in relation to surrounding structures and topography and the effect of the improvements as planned on the outlook 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.

Section 3: Procedures.

(a) The Architectural Committee shall approve or disapprove all plans and requests within thirty (30) days after receipt by the Committee of all necessary information. In the event the Architectural Committee fails to take any action within thirty (30) days after the initial request and all necessary information has been submitted, the requesting Owner shall send a second written request to the Architectural Committee. In the event the Architectural Committee fails to take action within ten (10) business days of the second request, approval shall be presumed and this Article shall be deemed to have been fully complied with.

(b) 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.

(c) During such times that the Developer controls the Architectural Committee, any member of the Architectural Committee or the Developer shall have the authority to approve or reject any request. Once the Board of the Association takes over control of the Architectural Committee, a majority vote of the Architectural Committee shall be necessary for approval of any request.

Section 4: Members of Committee.

(a) The Architectural Committee shall consist of two (2) members appointed by Developer until such time as either the Developer does not own any Lots or until the Developer notifies the Board 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 of Directors of the Association shall elect members of the Architectural Committee and there shall be three (3) members serve. 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, neither the Architectural Committee, the members thereof, the Association, the Board nor the Developer assume any liability or responsibility therefor or for any defect in any structure constructed from such plans and specifications. Neither the Architectural Committee, any member thereof, the Association, the Board nor the Developer shall 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 property within Valley Trail Subdivision, provided, however, that such action, with the actual knowledge possessed, was taken without willful or intentional misconduct. 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, or any authorized officer, director, employee or agent of the Association, may at any reasonable 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 approved plans and specifications.

ARTICLE IX USE AND BUILDING RESTRICTIONS

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

Section 2: Single-Family Residential Use. All Lots shall be used, improved and devoted exclusively as a one-family dwelling and no gainful occupation, profession, trade, or other nonresidential use shall be conducted on any such Lot. Nothing herein shall be deemed to prevent the leasing of any such dwelling from time to time, by the Owner thereof, subject to all of the provisions of the Declaration.

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

(a) No structure whatever shall be erected, placed or permitted to remain on any Lot except a detached one-family dwelling, together with:

(1) an attached private garage, provided that the Architectural Committee, in its sole discretion, may give written consent to a detached garage.

(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, except as otherwise approved in writing by the Architectural Committee. All windows shall be constructed of composite windows (black or white). All exterior doors, louvers, downspouts and gutters shall be constructed of wood, metal clad and wood laminate, colored metal (other than silver) 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

whether any building material or product will be allowed or required, 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 Valley Trail Subdivision, subject to approval by the Architectural Committee in its sole discretion.

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

(f) Carports are not permitted.

Section 4: Animals. No animals, fowl, or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any property within the Valley Trail Subdivision, and then only if they are kept solely as domestic 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, or to become a nuisance. No doghouse, structure or pen for the care, housing or confinement of any animal shall be constructed or maintained unless it is in a fenced rear yard, and is approved under Article VIII. Upon the written request of the Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally recognized house pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein. Pets shall not be allowed loose or unsupervised on any part of the Properties and walking of pets shall be on a leash and allowed only on such portions of the Properties as the Board may prescribe by its Rules and Regulations. Notwithstanding anything herein to the contrary, (a) no Lot may have on it at any one time more than two (2) pets, (b) no pets kept in a residence or on a Lot shall weigh more than 90 pounds, and (c) none of the dog breeds listed on **Exhibit "B"** attached hereto shall ever be allowed to be housed or present in a residence, on Lot or in the Common Areas. Owners shall be responsible to pick up and dispose of pet animal waste of their and their guests' pets from any Lot or Common Area.

Section 5: Antennas. No exterior antenna or other device for the transmission or reception of electronic signals shall be erected, used, or maintained outdoors on any Lot, unless approved by the Architectural Committee, which shall have the sole discretion to decide such matters. Satellite dish receivers for television reception shall be permitted provided that the dish is firmly mounted to the house located on the Lot where it is installed, and provided that it is not larger than a 24" satellite dish and the dish is so located that it is not visible from any location along and within six (6) feet above the street in front of the Lot where installed. All such direct satellite dish receivers, and the location and method for the mounting thereof, shall be approved by Architectural Committee before being installed.

Section 6: 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).

Section 7: 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 Valley Trail Subdivision. Temporary buildings or structures used during the construction of a dwelling on any such property shall be subject to the rules of the Board and shall be removed immediately after the completion of construction.

Section 8: Motor Vehicles and Trailers.

(a) Unlicensed or inoperative motor vehicles are prohibited, except in an enclosed garage.

(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) Trucks and commercial vehicles with gross vehicle weight of one ton or over are prohibited except during such time as such truck is actually being used for the specific purpose for which it is designed.

(d) All mobile or motor homes, trailers of any kind, trucks larger than one (1) ton, campers, recreational vehicles (RV) and boats are prohibited in Valley Trail Subdivision unless stored overnight (12:00 am and 6:00 am) in an enclosed garage.

(e) Notwithstanding anything above to the contrary, a temporary portable storage container 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 48-hour period (with a minimum of 72 hours between each instance).

(f) Any motor vehicle which is, in the sole discretion of the Board, unsightly or not in keeping with motor vehicles owned by residents of the Valley Trail 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 Valley Trail 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 rules of this Section 8, the Association shall, without requirement of notice, impose a fine against the Owner in the amount of \$25 for each day that the violation occurs, and such fine shall constitute a Special Assessment. Furthermore, the Association shall have the right to tow any vehicle or storage unit, at the expense of the Owner, that violates the above rules if the violation is not corrected within 48 hours of notice from Association.

Section 9: Motor Vehicles - Excessive Noise. If the Board determines that any motor vehicle is creating loud or annoying noises by virtue of its operation within the Valley Trail Subdivision, such determination shall be conclusive and final that the operation, upon notice by the Board to the Owner or operator thereof, shall be prohibited within the Valley Trail Subdivision.

Section 10: 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 plan from a landscape architect to the Architectural Committee 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 and sod in the entire yard. 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 within the Valley Trail Subdivision shall keep all shrubs, trees, grass and plantings, including the area located between the boundary line of his property and the street on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. 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, at any time, to plant, replace, maintain, and cultivate shrubs, trees, grass and plantings on the Common Area, and on any easements of record over an Owner's Lot. The Association or its authorized agents shall not be liable for trespass, for so doing.

(d) Liberation Area. Developer shall have the right to construct and designate a group of houses or an area within the Valley Trail Subdivision referred to as "Liberation" (or any other name chosen by Developer) wherein the Association will provide mowing, landscaping, tree trimming and other services for those Lots. If the Developer elects to do make such designation and provide such services, the services will be charged back to the Owners of those Lots as an additional assessment/expense to those Owners. These services may be started and stopped at the discretion of the Association. The Association shall have the right to provide such services to other Lots at the Owner's request and expense.

Section 11: Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within the Valley Trail Subdivision, and no odors shall be permitted to arise therefrom so as to render any such Lot or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants.

Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. The Board in its sole discretion shall have the right to determine the existence of any such nuisance and for the purposes of this Declaration such determination shall be conclusive.

Section 12: Repair of Buildings. No building, structure or fence upon any Lot within the Valley Trail Subdivision shall be permitted to fall into disrepair, and each such building, structure or fence shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 13: Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within the Valley Trail Subdivision except in covered containers of a standard type approved by the Association. The Association shall have the right, but not the obligation, to select a company for weekly trash disposal service for the Valley Trail Subdivision. If so hired by the Association, all residents of the Valley Trail Subdivision shall be required to use this company and no other trash disposal service shall be permitted. The costs of the company serving the Valley Trail Subdivision shall be billed to the Owners of the Lots. Only if the Association does not do a subdivision wide trash service shall Owners be allowed to contract their own trash service. In no event shall such containers be maintained so as to be visible from Neighboring Property except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot and no burning in the open will be permitted.

Section 14: Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot within the Valley Trail Subdivision unless they are erected, placed or maintained exclusively within an area not visible from Neighboring Property.

Section 15: Encroachments. No tree, shrub, or planting of any kind on any Lot within the Valley Trail 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 16: Machinery and Equipment. No machinery or equipment of any kind shall be placed, parked, operated or maintained upon or adjacent to any Lot within the Valley Trail Subdivision 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 control committee, and that no trucks of any kind or nature shall be kept, parked or placed upon any lot or street (public or private) within the Valley Trail Subdivision between the hours of 12:00 midnight and 5:00 A.M., unless permission to the contrary is temporarily granted by the Architectural Control 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 17: Restriction on Further Subdivision. No Lot within the Valley Trail Subdivision shall be further subdivided by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, without the prior written approval of the Board. This provision shall not, in any way, limit Developer from subdividing any property owned by Developer. Such newly created parcel thereafter shall be considered as one Lot; provided that it shall not serve to reduce the obligation to pay assessments on the prior number of Lots.

Section 18: Signs. No sign of any kind shall be displayed to the public view of any Lot except as follows and subject to the approval of the Architectural Committee:

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

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

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

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

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

Section 19: Clean up; Cleanup Deposit. Each Owner or commercial builder shall, at their sole cost and expense, be responsible for keeping its Lot and any Common Area within the Valley Trail Subdivision clear and free of construction debris, including all roads. Each Owner or commercial builder constructing a residence on a Lot shall deposit \$1,000 with the Association to be held as a cleanup deposit. If the Lot and Common Area are not generally kept clean during construction and at the completion of construction, the Association may (a) have the areas cleaned, (b) use such deposit 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). Any balance 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 20: 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 21: Fences.

(a) No fences along the boundary of Lots shall be allowed. An Owner may fence in not more than 25% of their back yard, but no section shall be within ten (10) feet of a Lot boundary line. All fence designs 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.

(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) Privacy fences may not exceed seventy-two (72) inches in height.

(d) No fences shall extend nearer to the front wall of a house than thirty three (33) percent of the distance of the house on each side. Supporting structures on all fences shall be placed on the side of the fence facing the property of the owner building the fence. On corner lots, the fence may extend from the house toward the street a maximum of five (5) feet.

(e) No fence or hedge shall be permitted between the front wall of the structure and the adjoining street or across the front yard. Notwithstanding the foregoing, the Architectural Committee may give specific written permission to an Owner to vary from the provisions of this subpart.

Section 22: Sales and Construction Office. Notwithstanding anything herein, Developer and its agents may establish temporary sales and/or construction offices and model homes, in the Valley Trail Subdivision and may permit builders and realtors to establish the same. Any such office shall be removed upon the completion of the subdivision. Developer and its agents shall have the right to use the Common Area in conjunction with the sales and promotion of lots and houses in the Valley Trail Subdivision.

Section 23: Easements. Easements are reserved as shown upon the recorded plat of the Property.

Section 24: Soil Removal. Soil may not be removed from the subdivision without the consent of the Developer.

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. No basketball goals, either affixed to a structure, installed in the ground or mobile shall be allowed at any time in Valley Trail Subdivision, except as may be installed by the Association on Common Area.

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, and the Architectural Committee may direct that they be redesigned or eliminated if they determine that it is advisable. Other types of low intensity lighting which do not disturb the Owners or other occupants of the properties may be allowed.

Section 28: Mailboxes. There shall be no individual mailboxes on Lots. There shall be community mailboxes for use by the Lots at locations determined and constructed by the Association or the Developer.

Section 29: Roofs. All roofs shall have be of a material and design approved by the Architectural Committee, in its sole discretion.

Section 30: Pools. There shall be no above ground pools allowed in the Valley Trail Subdivision. Below/in-ground pools may be allowed, subject to review and approval by the Architectural Committee.

Section 31: Completion. A structure shall be completed within a reasonable time after commencement of construction (6 months from commencement to complete 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: Common Area. Although Builders are also Owners, the recreational facilities in the Common Area are not for Builder's use or their family's use, unless they live in the Valley Trail Subdivision.

Section 33: Remedies. In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, builder, contractor, subcontractor, agent or employee thereof), shall violate, or permit to be violated, any of the provisions set forth in this Article, the Board shall cause to be delivered to said Owner a written Notice of Violation. Said Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated or remedied within a reasonable time from the mailing date of said Notice.

If after a reasonable time has elapsed from the date of said Notice, the violation has not been voluntarily terminated by the Owner, the Association shall have the authority to pursue and

effect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of said violation. This authority shall include, but shall not be limited to, the power to employ laborers to enter upon the premises of said owner for the purpose of removing and/or terminating the cause of said violation. If, by virtue of the exercise of the authority granted herein, the Board shall incur expenses in connection with the process of removing and/or terminating said violation the Association may enforce collection of same in the same manner as if such costs were an assessment and shall have all powers and rights to so collect as set forth in Article VII above.

For purposes of administering this Section, the determination of whether a violation has been, or is being, committed and the determination of what time period constitutes a "reasonable time" allowable for voluntary termination of the same, shall be made by the Association after taking into consideration the facts and circumstances surrounding the particular violative situation, condition or occurrence.

ARTICLE X CARE OF COMMON AREA

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

- (a) Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area.
- (b) Construct, reconstruct, repair, replace or refinish any detention areas, or road improvement or surface upon any portion of such 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, traffic island, median or other landscaped area within any right-of way of any public or private street located within the subdivision to the extent that the Board deems necessary or desirable for the conservation of water and soil and for aesthetic purposes, and to the extent that the Greene County Highway Department or the City of Republic deems necessary to maintain public safety. The Board of 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.
- (d) Place and maintain upon any such area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof.

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

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

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 costs were an assessment and shall have all powers and rights to so collect as set forth in Article VII above.

ARTICLE XI RESERVATION OF DEVELOPMENT RIGHTS

Section 1: Phases; Additional Land. The Developer may develop the Property in phases. The Developer may add additional real property to the Property and may supplement or modify this Declaration with additional covenants, conditions and restrictions as Developer may deem appropriate.

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 may be appropriate.

Section 3: Right to Subdivide or Join. The Developer hereby reserves the right to further subdivide or joint portions thereof into smaller or larger Lots.

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

ARTICLE XI GENERAL PROVISIONS

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

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

Section 3: Amendment.

(a) 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 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 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 deed 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, the Association, or any Owner within the Valley Trail Subdivision. However, any other provision to the contrary notwithstanding, only Developer, the Association, the Board of Directors, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of this Declaration.

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

Section 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 or the Architectural Committee, to the Registered Agent at his registered office: currently 1957 W. Mackenzie's Way, Nixa, Missouri 65714.

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

(c) If to Developer, to its Registered Agent at its registered office: currently P.O. Box 14909, Springfield, MO 65814.


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: The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property, included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, to the covenants,, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereto. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby.

[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 17 day of May, 2019.

The Trails at Valley Park, LLC

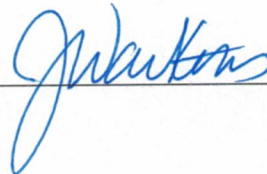
By: 
Brad King, member

STATE OF MISSOURI)
) ss.
COUNTY OF Greene)

On this 17 day of May, 2019, before me personally appeared Brad King, to me personally known, who being duly sworn, did say that he is a member of The Trails at Valley Park, 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



My commission expires: _____

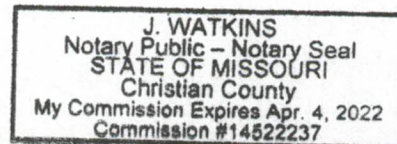


EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "B"
DISALLOWED/EXCLUDED DOGS

- Pit Bull Terriers
- Staffordshire Terriers
- Rottweilers
- German Shepherds
- Presa Canarios
- Chows Chows
- Doberman Pinschers
- Akitas
- Wolf-hybrids
- Mastiffs
- Cane Corsos
- Great Danes
- Alaskan Malamutes
- Siberian Huskies