

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF SUMMIT MEADOW

WITNESSETH:

WHEREAS, on the 20th day of January, 2017, Summit Meadow, L.L.C., a Missouri limited liability company, hereinafter "Developer," is the owner of record of the following described real property, more particularly described on the attached Exhibit "A" hereinafter called "Summit Meadow" or the "Property", and

WHEREAS, the City of Nixa has approved Summit Meadow Preliminary Plat for the Property and it is in the process of being developed; and

WHEREAS, Developer desires to provide for the development of Summit Meadow as a controlled development with single-family homes and to provide for the take out, improvement and administration of the Summit Meadow community and the preservation of the values of Summit Meadow.

NOW THEREFORE, this Declaration of Covenants, Conditions and Restrictions, for Summit Meadow is made by Summit Meadow, L.L.C.

ARTICLE I
DEFINITIONS

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

(a) "Summit Meadow" shall mean the Property as set forth above.

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

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

(d) "Developer" shall mean Summit Meadow, L.L.C., its successors and assigns and any entity designated by Summit Meadow, L.L.C., as a Developer or successor.

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

(f) "Family" The following living arrangements shall constitute a family for the purposes of this Declaration :

1. One (1) or more persons related by blood, marriage, adoption or custodial relationship living as a single housekeeping unit; or
2. Three (3) or fewer unrelated persons living as a single housekeeping unit; or
3. Two (2) unrelated persons, plus their biological, adopted or foster children or other minors for whom they have legally established custodial responsibility, living as a single housekeeping unit.

(g) "Lot" shall mean any parcel of real property designated as a Lot on any recorded Subdivision Plat within Summit Meadow or any additions thereto.

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

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

(j) "Rules" shall mean and refer to those rules and regulations as passed and promulgated by the Developer under the authority granted by this Declaration.

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

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

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

ARTICLE II

PROPERTY SUBJECT TO THE SUMMIT MEADOW RESTRICTIONS

Section 1: General Declaration Creating Summit Meadow. Developer will develop Summit Meadow, by subdivision into various Lots. Developer may supplement or modify this Declaration with such additional covenants, conditions and restrictions as may be appropriate.

Developer's sale and conveyance of Lots is subject to this Declaration, as modified and amended. Developer hereby declares that all of the real property within Summit Meadow, is and shall be held, conveyed, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time. This Declaration, as amended or modified, is in furtherance of a general plan for the subdivision, improvement and sale of the Property and is established for the purpose of enhancing the value, desirability, and attractiveness of the Property. All rights, benefits and privileges and all impositions and obligations of this Declaration shall be covenants which run with the land within Summit Meadow for all purposes and shall be binding upon and inure to the benefit of Developer and Owners, and their successors and assigns.

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

ARTICLE III COVENANT FOR ASSESSMENTS

Section 1: Effect of Nonpayment of Assessments; Remedies of the Developer. Each member shall be deemed to covenant and agree to pay to the Developer the assessments provided for herein, and each agrees to the enforcement of the assessments in the manner herein specified. In the event the Developer employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner agrees to pay all expenses, including costs of collection and reasonable attorneys' fees incurred, together with such late charges as provided by the Rules, in addition to any other amounts due or any other relief or remedy obtained against said Owner. In the event of a default in payment of any such assessment when due, the assessment shall be deemed delinquent, and shall bear interest at the rate of eighteen (18%) percent per annum, and in addition to any other remedies herein or by law provided, the Developer may enforce each such obligation in any manner provided by law or in equity, or, without any limitation by the foregoing, by either or both of the following procedures.

(a) Enforcement by Suit.

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

(b) Enforcement by Lien. There is, to the full extent permitted by law, hereby created a claim of lien, with power of sale, on each and every Lot within Summit Meadow to secure payment to the Developer of any and all assessments levied against any and all Owners of such Lots under these Covenants, Conditions, and Restrictions, together with interest thereon at the rate of eighteen (18%) percent per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Developer 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 Developer or any authorized representative, shall mail a written demand for payment to the defaulting Owner. The demand shall state the date and the amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim or lien. If such delinquency is not paid within ten (10) days after delivery of the demand, or even without a written demand being made, the Developer may elect to file such a claim or lien on behalf of the Developer against the Lot of the defaulting Owner. A claim of lien shall be executed and acknowledged by any officer of the Developer, and shall contain substantially the following information:

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

Upon recordation of a duly executed original or copy of the claim or lien, the lien claimed thereon shall immediately attach and become effective in favor of the Developer as a lien upon the Lot against which the assessment was levied. The lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof. Any lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a deed of trust, with a power of sale, as set forth by the laws of the State of Missouri, as the same may be changed or amended. The lien provided for herein shall be in favor of the Developer. The Developer 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 Developer to the extent permitted by law. Each Owner, by becoming an Owner in Summit Meadow, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

(c) Lien Preparation and Filing Fee. In addition to the other fees and expenses owed by the defaulting Owner as provided herein, the defaulting Owner shall pay a lien preparation fee in

the amount of \$200.00, and if the lien is subsequently released, an additional lien release preparation fee of \$100.00, together with all costs incurred by the Developer with regard to the lien.

Section 2. Subordination of the Lien to Mortgages. The lien for the assessment provided for herein shall be subordinate to the lien of any prior mortgage. Sale or transfer of any Lot shall not relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such foreclosure.

ARTICLE IV ARCHITECTURAL CONTROL

Section 1: Improvements. No residence, accessory building, tennis court, swimming pool, fence, mailbox, driveway, retaining wall or other wall, dog house, lot drainage works, awning, exterior area lighting or other structure or improvement shall be constructed or maintained upon any Lot, and no alteration to the exterior of a structure or improvement shall be undertaken, unless complete plans, specifications and plot plans thereof showing the exterior design, height, building material and color scheme thereof, the location of the structure on the Lot plotted horizontally and vertically, the location of driveways and fencing, shall have been submitted to and approved in writing by the Architectural Committee. The Summit Meadow Building Standards are attached and adopted as Exhibit B. The exterior surface of a structure shall not be painted or changed in any manner without the prior written approval of the Architectural Committee. The applicant shall pay all fees and expenses incurred by the Architectural Committee.

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

Section 3: Procedures.

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

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

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

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

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

Section 4: Members of Committee. The Architectural Committee shall consist of three (3) Members appointed by the Developer. Members of the Committee are not required to be Owners.

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

ARTICLE V USE AND BUILDING RESTRICTIONS

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

Section 2: Single-Family Residential Use.

(a) All Lots shall be used, improved and devoted exclusively as a one-family dwelling and no gainful occupation, profession, trade or other nonresidential use shall be permitted, except as provided in this section. However, a home occupation, defined as an activity carried out for compensation in a residential dwelling unit, that meets the following criteria may be continued as long as it is conducted lawfully and does not produce a condition which causes a nuisance.

Home occupations may not do any of the following:

- i. Change the outside appearance of the dwelling or is visible from the street;
- ii. Generate traffic, parking, sewage, water use, or noise in excess of what is normal in a residential neighborhood;
- iii. Create a hazard to person or property, results in electrical interference or becomes a nuisance;
- iv. Result in outside activities, storage, or display.

Any violation of this section shall result in the loss of the ability to operate the home occupation. The Developer shall use its sole and absolute discretion in determining whether this section of Home Occupation regulations have been violated.

(b) Nothing herein shall be deemed to prevent the leasing of any such dwelling from time to time, by the Owner thereof, subject to all of the provisions of the Declaration.

Section 3: Animals. No animals, fowl, or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any property within Summit Meadow, and then only if they are kept solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure or pen for the care, housing or confinement of any animal shall be constructed or maintained. Upon the written request of the Owner, the Developer 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 Developer shall be enforceable as other restrictions contained herein. Pets shall not be allowed loose or unsupervised on any part of the Property and walking of pets shall be on a leash.

Section 4: Antennas. No antenna or other device for the transmission or reception of electronic signals shall be erected, used or maintained outdoors on any Lot, which antenna or other device shall be visible from the street adjoining the front of said Lot, unless approved by the Architectural Committee. Owners may install two small direct satellite dishes that shall be as inconspicuous as possible. In the event the Owner has special circumstances requiring placement other than a rooftop, the Owner must submit a request containing a drawing of the location of the direct satellite dishes on the Lot and the specifications of the direct satellite dish to the Architectural Committee for approval.

Section 5: Temporary Structures.

(a) No trailer, incomplete building, tent, shack or garage and no temporary building or structure of any kind shall be used at any time for a residence on any property within Summit Meadow.

(b) Temporary buildings or structures used during the construction of a dwelling on any such property shall be subject to the rules of the Developer and shall be removed immediately after the completion of construction.

Section 6: Motor Vehicles and Trailers.

(a) No manufactured home, mobile home, motor home, recreational vehicle, trailer of any kind, truck larger than 3/4 ton, camper, boat, or permanent tent or similar structure shall be parked, kept, maintained or repaired upon any property or street public or private within Summit Meadow, between the hours of 12:00 midnight and 5:00 A.M., in such a manner as will be

Visible From Neighboring Property, however it may be parked in the garage. Nor shall any motor vehicle or recreational vehicle of any kind be constructed, reconstructed or repaired on public or private property within Summit Meadow, provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs, temporary construction shelters or storage facilities approved by the Architectural Committee and used exclusively in connection with the construction of any improvement.

(b) Any motor vehicle which is, in the sole discretion of the Developer, unsightly or not in keeping with motor vehicles owned by Summit Meadow residents, or is a service vehicle or pickup truck with a camper top or similar top, shall be parked in the garage overnight, and shall not be parked in Summit Meadow between the hours of 12:00 midnight and 5:00 a.m. in such a manner as will be Visible From Neighboring Property. No vehicle that is incapable of traveling under its own power upon streets because of mechanical, structural or other similar failures or defects, or is not properly licensed, may be parked in a manner as will be Visible From Neighboring Property. Any vehicle parked in a driveway that has not moved in 10 consecutive days or more shall be deemed inoperable.

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

Section 8: Landscaping and Lawns.

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

(b) By Owner. Each Owner of a Lot within Summit Meadow shall keep all shrubs, trees, grass and plantings, including the area located between the boundary line of his property and the street on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. In the event that any Owner fails to maintain his lawn, landscaping or plantings as provided herein, the Developer, or its agents, may enter upon the Lot and may do so, and the Owner shall reimburse the Developer for 125% of its costs, upon demand. The Developer 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 III, Section 1, above.

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

Section 9: Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within Summit Meadow, 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 Developer in its sole discretion shall have the right to determine the existence of any such nuisance and for the purposes of this Declaration such determination shall be conclusive.

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

Section 11: Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within Summit Meadow except in covered containers of a standard type approved by the trash service chosen by each Owner. 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 12: Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot within Summit Meadow unless they are erected, placed or maintained exclusively within an area not Visible From Neighboring Property.

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

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

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

(b) A builder or contractor constructing improvements for an Owner may use machinery or equipment as is usual and customary in connection with the construction of improvements on a Lot, provided that such machinery and equipment is actively being used by the builder or contractor and is stored or placed in an area approved by the Architectural Committee and that no

trucks of any kind or nature shall be kept, parked or placed upon any lot or street (public or private) within Summit Meadow between the hours of 12:00 midnight and 5 A.M., unless permission to the contrary is temporarily granted by the Architectural Committee.

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

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

- (a) One sign of not more than five (5) square feet, advertising the property for sale or rent;
- (b) Signs used by a builder to advertise the property during the construction and sales period;
- (c) Signs of such shape, size and location as the Developer deems necessary for security control and to advertise Summit Meadow;
- (d) One sign, not to exceed one (1) square foot in size, which may contain the name or names of the Owner or Owners and/or the dwelling unit number;
- (e) Signs advocating a candidate or a position in a duly held election, provided it is within 60 days prior to the election and 10 days after the election;
- (f) Signs of such shape, size and location as the Architectural Committee may approve.

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

Section 18: Building Location.

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

Section 19: Fences.

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

(b) Chain link fences are not permitted.

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

(d) No fences in Summit Meadow shall extend nearer to the front wall of a house than fifty percent (50%) of the distance of the house on each side. Supporting structures on all fences shall be placed on the side of the fence facing the property of the owner building the fence. On Corner Lots the fence may extend from the house toward the street a maximum of ten (10) feet. The Owner of any Lot that abuts Primary or Secondary Arterial shall be required to construct a seventy-two (72) inch privacy fence which meets the approved uniform fence standard on the lot line that abuts Primary or Secondary Arterial within six months of the date the residence is first occupied.

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

Section 20: Sales and Construction Office. Notwithstanding anything herein, Developer and its agents may establish temporary sales and/or construction offices and model homes in Summit Meadow and may permit builders and realtors to establish the same. Any such office shall be removed upon the completion of the subdivision.

Section 21: Easements. Easements are reserved as shown upon the recorded plats of Summit Meadow, as determined by Developer.

Section 22: Soil Removal. Soil shall not be removed from the subdivision without the consent of the Developer.

Section 23: 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 24: Window Coverings. No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar type items, shall be installed or placed on the outside or inside of any windows of a structure without the prior written approval of the Architectural Committee. Any enclosures, drapes, bars, blinds, shades, screens or other items affecting the exterior appearance of a structure which in the judgment of the Architectural Committee detracts from the harmonious appearance and aesthetics of Summit Meadow will be a violation of this Declaration.

Section 25: Outside Lighting. Spotlights, floodlights, or similar type high intensity lighting shall be designed, located and constructed so as to eliminate or significantly reduce glare on adjoining residences. The Architectural Committee, in its sole and absolute discretion, may direct that any exterior lighting be redesigned or eliminated if they determine that the exterior lighting is a nuisance. Other types of low intensity lighting which do not disturb Owners or other occupants of the Property may be allowed. All street lighting and community area lighting shall be directed downward.

Section 26: Roofs. All roofs shall have an exterior surface which shall be approved by the Architectural Committee, in its sole and absolute discretion.

Section 27: Completion. A structure shall be completed within a reasonable time after commencement of construction. In the event of fire, windstorm, or other damage, a structure shall be repaired, remodeled, rebuilt or completely removed within a reasonable time.

Section 28: Developer Exemption. Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of Developer, its employees, agents and subcontractors or parties designated by them in connection with any construction, completion, sale or leasing of any portion of Summit Meadow.

Section 29: Remedies.

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

(b) If after a reasonable time has elapsed from the date of the Notice, the violation has not been voluntarily terminated by the Owner, the Developer shall have the authority to pursue and affect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of the violation. This authority shall include, but shall not be limited to, the power to employ laborers or agents to enter upon the premises of said Owner for the purpose of removing and/or terminating the cause of the violation. If, by virtue of the exercise of the authority granted herein, the Developer shall incur expenses in connection with the process of removing and/or terminating the violation, the Developer may enforce collection of same in the same manner as if such costs were an annual assessment and shall have all powers and rights to so collect as set forth in Article III, Section 1, above.

(c) The Developer is expressly authorized to tow away, at an offending Owner's expense, any motor vehicle, recreational vehicle, or trailer referred to in this Article V which is in

violation hereof or which is placed on the Property in violation of the Rules governing parking as may be adopted by the Developer.

(d) In addition to the other remedies set forth in this Declaration, the Developer shall be empowered to levy Fine Assessments against the Owner of such Lot in an amount of up to One Hundred Dollars (\$100.00) per day for each such violation. The Developer shall give notice to the Owner as provided in (a) above that shall state the date the Fine Assessment shall begin, if the violation is not terminated. All Fine Assessments imposed pursuant to this paragraph shall be secured by a lien encumbering such Lot in the same manner as the lien provided for in Article III, Section 1.

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

ARTICLE VI GENERAL PROVISIONS

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

Section 2: Severability. Invalidation of all or any part of these Covenants, Conditions and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3: Amendment.

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

(b) This Declaration may be amended in whole or in part at any time within twenty (20) years from the date of recordation of same by an instrument in writing executed by Developer, its successors or assigns.

(c) This Declaration may be amended at the end of the above mentioned twenty (20) year period by an instrument in writing executed with the approval of two-thirds of the votes of the Owners.

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 any Owner or Owners of Lots within Summit Meadow. However, any other provision to the contrary notwithstanding, only Developer, the Architecture Committee, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of these Restrictions.

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

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

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

(a) If to an Owner or Builder, to the address of any Lot within Summit Meadow, owned, in whole or in part, by him or to any other address last furnished by an Owner to the Developer.


(b) If to Developer or Architectural Committee, to its registered agent at its registered office; currently: Summit Meadow, L.L.C., 5051 S. National Ave., Bldg 5-100, Springfield, MO 65810.

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

Section 8. Public Dedication. Nothing contained in this Declaration shall be deemed to constitute a dedication for public use or to create any rights in the general public.

In Witness Whereof, the undersigned have caused this instrument to be executed on this 20th day of January, 2017.

SUMMIT MEADOW, L.L.C.

BY: 
Stephanie Montgomery, Manager of
Stenger Management, L.L.C., its Manager

STATE OF MISSOURI)
)ss.
COUNTY OF GREENE)

On this 20th day of January, 2017, before me personally appeared Stephanie Montgomery, to me personally known who being duly sworn did say that she is Manager of Stenger Management, L.L.C., the Manager of Summit Meadow, L.L.C., that the said instrument was signed on behalf of the said company by authority of the Manager and the said Manager acknowledged said instrument to be the free act and deed of said Summit Meadow, L.L.C.

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

Alyson Oliver-Carlson
Notary Public

My commission expires: February 25, 2019



EXHIBIT A
LEGAL DESCRIPTION

ALL OF THE SOUTH ONE HALF (S1/2) OF THE SOUTH ONE HALF (S1/2) OF THE
NORTHEAST QUARTER (NE1/4) OF SECTION EIGHTEEN (18), TOWNSHIP TWENTY-
SEVEN (27), RANGE TWENTY-ONE (21), ALL IN CHRISTIAN COUNTY, MISSOURI

EXCEPT: ALL OF LOTS ONE (1) THROUGH THIRTY-TWO (32), FINAL PLAT DAISY
FALLS, A SUBDIVISION IN THE CITY OF NIXA, CHRISTIAN COUNTY, MISSOURI,
ACCORDING TO THE RECORDED PLAT THEREOF.

EXHIBIT B

SUMMIT MEADOW BUILDING STANDARDS

I. Minimum square footage in living area.

- A. One level -- 1,400
- B. One level w/basement-- 1,400 main floor, plus basement
- C. Two Story -- 1,200 1st floor, 500 2nd floor; plus basement if applicable

II. Exterior

- A. The front elevation shall be 100% brick and/or stone.
- B. The sides and rear elevations need to be the following:
 - 1. LP SmartSide or Concrete HardiBoard - Material must have a manufacturers' 5/50 year warranty.
 - 2. Board and Batt Vinyl Siding (48 mil thickness) - Must have a warranty for uniform fading, and a lifetime warranty to the original owner. No horizontal/lap vinyl siding will be permitted.
 - 3. Stucco or Exterior Insulation System (EFIS).
 - 4. Exceptions to these approved exterior materials will be reviewed by the Architectural Control Committee on a case by case basis.

III. Additional exterior requirements.

- A. Laminated Architectural composition roof with a minimum 25 year warranty.
- B. Roof Pitch of 6/12 or greater.
- C. Windows in front of home on main level to be a minimum of 5 feet in height.
- D. Driveways – concrete with curb cut.
- E. Mailbox – per standard design furnished with approval letter. Location per Post Office requirements.
- F. Fences – 72” in height. Solid privacy fence with **support posts on inside**. Pickets shall be cedar or treated yellow pine. Placement of the fence must be approved, prior to installation.

- G. Landscaping – front yard shall be sod. The side and rear yards may be hydroseed/mulch or seed and straw. If grass is not established in 90 days, yard must be reseeded; appropriate shrubbery and two 6'–8' trees in the front yard. (Landscaping to be completed prior to occupancy).
- IV. Storage buildings must be approved by the Architectural Control Committee. Building cannot exceed 160 sq.ft. in area or 8 feet in overall height. **Buildings will only be allowed with homes that have a 72" privacy fence.**

The purpose of these building standards is to assure a harmonious blend of style and quality throughout the subdivision. It is the desire of the Architectural Control Committee for Summit Meadow to be one of the finest subdivisions now and for many years to come.