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REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Christine Dawson Spaulding
RECORDER OF DEEDS

jmcguire

When recorded, mail to:
National Place Property Owner's Association, Inc., GRANTOR / *Grantee*
4730 S. National Avenue, Building A1
Springfield, MO 65810

Feb. 13, 2024



**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS OF NATIONAL PLACE**

This Amended and Restated Declaration of Restrictions, Covenants and Conditions for NATIONAL PLACE is made on the date hereinafter set forth by National Place Property Owners Association, Inc., a Missouri not-for-profit Corporation (together with its successors and assigns, the "Association"):

WITNESSETH

WHEREAS, on the 20th day of September, 1990, the National Place, Inc. (together with its successors and assigns, the "Developer"), was the owner of record of the following described real property, consisting of 72 acres, more or less, hereinafter called "NATIONAL PLACE" or the "Property":

See attached Property Description.

WHEREAS, the Property was approved by the City of Springfield as the preliminary plat of Rush Creek and by the Greene County Planning and Zoning Commission as the preliminary plat of Rush Creek; and

WHEREAS, the subdivision approved as Rush Creek changed its name to NATIONAL PLACE, and was developed by the Developer; and

WHEREAS, the final plat of NATIONAL PLACE was approved by the City of Springfield and Greene County, and was duly recorded; and

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WHEREAS, the Association was duly incorporated under the laws of the State of Missouri as a not-for-profit corporation for the general purposes of managing the NATIONAL PLACE community properties and facilities; administering and enforcing the covenants and restrictions; and collecting and disbursing the assessments as provided for in this "Amended and Restated Declaration of Restrictions, Covenants and Conditions of NATIONAL PLACE"; and

WHEREAS, the Developer caused an original Declaration of Restrictions, Covenants and Conditions of NATIONAL PLACE to be duly recorded in Greene County, Missouri, on October 3, 1990, at Book 2116, Pages 2211-2234; and

WHEREAS, the Developer, caused an Amendment to the Declaration of Restrictions, Covenants and Conditions of NATIONAL PLACE to be duly recorded in Greene County, Missouri, on August 16, 1991, at Book 2154, Pages 0365-0367; and

WHEREAS, Article X, Section 3 of the Declaration of Restrictions, Covenants and Conditions of NATIONAL PLACE, as amended, provides that the Declaration can be amended within seven (7) years of the date it was originally recorded by the Developer; and

WHEREAS, Article X, Section 3 of the Declaration of Restrictions, Covenants and Conditions of NATIONAL PLACE, as amended, provides that it may be amended at the end of the above-mentioned seven (7) year period by an instrument in writing executed by the Association, with the approval of a majority of the votes of the Board of Directors of the POA; and

WHEREAS, the Association, by a majority vote of its Board of Directors, has approved this Amended and Restated Declaration of Restrictions, Covenants and Conditions of NATIONAL PLACE and shall cause the same to be duly recorded.

NOW, THEREFORE, the Association does hereby declare that the NATIONAL PLACE subdivision shall be subject to the restrictions, covenants and conditions, easements and charges,

hereinafter set forth, which shall run with the land and be binding on all present and future owners and shall inure to the benefit of each owner of the land included in NATIONAL PLACE.

ARTICLE I
DEFINITIONS

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

(a) "Association" shall mean and refer to NATIONAL PLACE PROPERTY OWNERS ASSOCIATION, INC., a Missouri not-for-profit corporation, and its successors and assigns.

(b) "Common Area" shall mean all real property owned by the Association or designated as Community Area, open or drainage area on a NATIONAL PLACE final plat and intended for the common use and enjoyment of the Owners.

(c) "Developer" shall mean NATIONAL PLACE, INC., a Missouri corporation, and its successors and assigns, and any entity designated by NATIONAL PLACE, INC., as a Developer or successor Developer.

(d) "Declaration" shall mean the Amended and Restated Declaration of Restrictions, Covenants and Conditions of NATIONAL PLACE, as the same may from time to time be amended or modified.

(e) "Property" or "Properties" shall mean and refer to the 72 acres set forth above, and referred to as NATIONAL PLACE, and any additional real estate acquired by Developer and developed in conjunction with NATIONAL PLACE, upon filing an amendment with the Greene County Recorder of Deeds which states the legal description of the additional real property to be included in the Property.

(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 who hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise in this Declaration, the term "Owner" shall not include a lessee or tenant.

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

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

(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.

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

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

(m) "NATIONAL PLACE" shall mean the Property as set forth above.

(n) "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.

(o) "Member" shall mean a Member of the Association as contemplated by Article V, Section 1 of the Declaration.

ARTICLE II

PROPERTY RIGHTS

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

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility 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 the Owner's Lot

remains unpaid; and, for a period not to exceed ninety (90) days, for any infraction of this Declaration, any amendments or supplements thereto, the By-Laws of the Association (as amended from time to time) or any Rules which may be imposed by the Association (as amended from time to time);

(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 as the Association deems necessary.

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

ARTICLE III

PROPERTY SUBJECT TO THE NATIONAL PLACE RESTRICTIONS

The Developer has developed NATIONAL PLACE in phases, by subdivision into various Lots. The Association may supplement or modify this Declaration with such additional covenants, conditions and restrictions as may be appropriate. All of the real property within NATIONAL PLACE, 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 Property and is established for the purpose of enhancing the value, desirability, and attractiveness of said Property and every part thereof. All of the restrictions, covenants, and conditions contained in this Declaration, as amended and supplemented from time to time, shall run with all of the Property within NATIONAL PLACE for all purposes and shall be binding upon and inure to the benefit of the Developer, the Association, and all Owners and their respective successors in interest.

ARTICLE IV

THE NATIONAL PLACE PROPERTY OWNERS ASSOCIATION

Section 1: Organization.

(a) **The Association.** The Association is a nonprofit corporation organized and existing

under the General Not-For-Profit Corporation Act of the State of Missouri, charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation (the "Articles"), 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 Board may elect or appoint, in accordance with the Articles and the By-Laws.

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 this Declaration.

Section 4: Personal Liability. No Member of the Board of Directors, of 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 said person, acted without willful or intentional misconduct.

Section 5: Responsibility for Common Area. The Association shall have the responsibility for maintaining the Common Area and shall be responsible for the payment of any taxes and insurance on the Common Area. The Association will not be dissolved without the consent of the City of Springfield.

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 Area. Any Person operating or parking any vehicles within the boundaries of the Common Area 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 Area.

ARTICLE V
MEMBERSHIP AND VOTING RIGHTS

Section 1: Every Owner, either of a fee or undivided interest, of a Lot, which is subject to assessment by the Association, shall be a Member of the Association. The foregoing is not intended to include persons or entities who 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: Members shall have no rights to manage the business affairs of the Association, unless they are on the Board of Directors. The management of the Association is vested entirely in the Board of Directors as set forth in the Articles and By-Laws.

Section 3: Voting of the Membership shall ordinarily occur in person. However, should the Board determine that it is necessary to consider alternate means of voting, the Board may choose to make available electronic voting, voting by email, or voting by proxy.

Section 4: Members 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.

ARTICLE VI
COVENANT FOR ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligations of Assessments. The Developer, for each Lot owned within NATIONAL PLACE, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, 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 and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who is the Owner of such Lot on the effective date of the assessments. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title, but, nevertheless, the lien arising by reason of such assessment shall continue to be a charge and lien upon the Lot as above provided.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the general benefit, recreation, health, safety, and welfare of the residents in NATIONAL PLACE. 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 Articles and By-Laws) provision for the improvement, construction, repair, maintenance, care, upkeep, and management of the Common Area 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 Area. Nothing contained herein shall limit the Association's rights and powers granted in this Article or granted elsewhere in this Declaration and the Articles and By-Laws of the Association.

Section 3. Annual Assessment.

(a) The annual assessment shall consist of annual dues and the annual fee for trash service. The annual assessment shall be payable within 10 days of notice of the amount of the annual assessment. The annual assessment for 2023 shall be \$430.00, plus trash fees.

(b) After 2023, the annual assessment may be increased each year, without a vote of the Members, by an amount which is not more than twenty percent (20%) 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.

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 personal property related thereto, and including a special assessment to pay off any indebtedness that the Association may have incurred as is authorized by its Articles and/or By-Laws. The maximum special assessment shall be Five Hundred and No/100 Dollars (\$500.00) per year, per Member. Any special assessment shall require an affirmative vote of the majority of the Members in attendance at a meeting designated for a vote on the matter, provided that a quorum of 30% of the total Members is present at said meeting. Notice of such meeting must be given no less than sixty (60) days before the meeting, with a follow-up notice given 30 days before the designated meeting date.

Section 5: Annual Assessments and Written Notice. Annual assessments have previously commenced and will continue to be assessed annually. Written notice of the annual assessment shall be sent to every Owner.

Section 6: Effect of Nonpayment of Assessments; Remedies of the Association. Each Owner shall be deemed to covenant and agree to pay to the Association the assessments provided for herein, and each agrees to the enforcement of the assessments in the manner herein provided. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner agrees to pay reasonable 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 NATIONAL PLACE 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 administrative fee of One Hundred and 00/100 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. If a lien is subsequently released, the lien release preparation will result in an additional fee of One Hundred and 00/100 Dollars (\$100.00) to be charged to the Owner responsible for the lien being filed, together with all filing fees and other costs incurred by the Association relating to said lien. 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 act of 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:

- (a) The name of the delinquent Owner(s) (as shown on the Association records);
- (b) The legal description or street address of the Lot against which claim of lien is made;

(c) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, the administrative fee, collection costs, and reasonable attorneys' fees;

(d) That the claim of lien is made by the Association pursuant to the NATIONAL PLACE Declaration; and

(e) 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 7. 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 NATIONAL PLACE, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Section 7: 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 the foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer; provided, however, the personal obligation of the Owner to pay assessments becoming due prior to such sale or transfer shall not be affected by any such foreclosure. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII
ARCHITECTURAL CONTROL

Section 1: Review by Committee. No structure, residence, accessory building, shed, tennis court, swimming pool, fence, mailbox, driveway, wall, lot drainage works, awning, exterior area lighting, or other improvements or betterments 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 in advance of final approval.

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 or betterment, in light of Developer's plans for National Place as a residential development; the 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 a request, the request shall be deemed denied. However, the Owner shall have the right to re-submit the request.

(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) 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 three (3) Members appointed by the Board. Members of the Committee are not required to be Owners.

Section 5: Nonliability 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 NATIONAL PLACE; 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 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 VIII
USE AND BUILDING RESTRICTIONS

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

Section 2: Single-Family Residential Use. 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. However, the Association shall permit home occupations (offices) only as allowed under the City of Springfield's zoning ordinances, currently Chapter 36, Article I, Division V, Section 5-1100: Home Occupations, as amended by the City of Springfield from time to time. No home occupation or office shall be permitted if it causes increased traffic or any nuisance to the neighborhood. The Association has absolute discretion to determine whether the City of Springfield's zoning ordinances have been violated with respect to the above.

At no time should the number of leased Properties exceed twenty percent (20%) of the total Lots in NATIONAL PLACE. All Owners must personally reside in the dwelling unit for a period of no less than one (1) year before leasing the Lot. At no time should any lease be less than twelve (12) months. Nightly and short-term rentals (AirBNB, VRBO, etc.) are expressly prohibited. If any Owner decides to lease a Property, said Owner must include a written statement in any Lease informing tenants of the existence of this Declaration and requiring affirmation by the tenant that the tenant must obey all Rules of the Association. The Owner of any Lot is liable for failure to do so and for the violation of any Rules by their tenant. 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 this Declaration.

Section 3: Animals. No animals, fowl, or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any Lot within NATIONAL PLACE, and then only if they are kept solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No doghouse, structure, or pen for the care, housing or confinement of any animal shall be constructed or maintained unless it is in a fenced rear yard and is approved under Article VII. 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 Lot 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 Lot outside of the Owner's fenced yard. Pets shall be walked on a leash and allowed only on such portions of the Property as the Board may prescribe by its Rules. Owners are responsible to pick up and dispose of pet animal waste of theirs and their guests' pets from any Lot, Common Area, street, or right-of-way.

Section 4: Antennas and Satellite Dishes. No antenna shall be erected, used, or maintained outdoors on any Lot, unless approved by the Architectural Committee. Each Lot shall be limited to one (1) satellite dish, which shall be erected as inconspicuous as possible. Satellite dishes shall extend no more than three (3) feet from the guttering and shall be mounted a minimum of ten (10) feet from the front corner of the dwelling unit in which the dish is located, in such a manner so as to not be seen; provided, however, the Architectural Committee shall have the authority to award variances with respect to the foregoing section for good cause.

Section 5: Improvements and Alterations. No building, shed, fence, wall, pool, residence, or other structure or improvement 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 VII*).

Section 6: Temporary Occupancy. No trailer, incomplete building, tent, shack, or garage, and no temporary building or structure of any kind shall be used at any time for a residence on any Lot within NATIONAL PLACE. Temporary buildings or structures used during the construction of a dwelling on any such Lot shall be subject to the rules of the Board and shall be removed immediately after the completion of construction.

Section 7: Motor Vehicles and Trailers.

(a) No mobile or motor home, trailer of any kind, vehicle larger than 3/4 ton, truck with dual rear-wheels, camper, boat, watercraft, or permanent tent or similar structure shall be parked, kept, maintained or repaired upon any Lot, Common Area, or street (public or private) within NATIONAL PLACE, between the hours of 12 midnight and 5:00 A.M., in such a manner

as will be visible from neighboring property; nor shall any motor vehicle of any kind be constructed, reconstructed or repaired on public or private property within NATIONAL PLACE, provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs, or temporary construction shelters or storage facilities approved by the Architectural Committee and used exclusively in connection with the construction of any improvement. Parking the above items on any Lot is permitted for the sole purpose of loading and unloading, provided they are not left on the Lot for longer than seventy-two (72) hours.

(b) Notwithstanding the above, a temporary portable storage container, dumpster, or truck with three (3) axles or less, used during a move-in/move-out or construction project, may be placed overnight on a Lot (not on the street or any Common Area) for no longer than one (1) week.

(c) Any motor vehicle which is, in the sole discretion of the Board, unsightly or not in keeping with motor vehicles owned by NATIONAL PLACE residents 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 NATIONAL PLACE between the hours of 12 midnight and 5:00 A.M. in such a manner as will be visible from neighboring property.

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

Section 8: Motor Vehicles - Excessive Noise. If the Board determines that any motor vehicle, motorcycle, motor scooter, or other motorized form of transportation is creating loud or annoying noises by virtue of its operation within NATIONAL PLACE, 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 NATIONAL PLACE.

Section 9: Landscaping and Lawns.

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

(b) By Owner. Each Owner of a Lot within NATIONAL PLACE shall keep all shrubs, trees, grass, and plantings, including the area located between the boundary line of their Lot and the street and sidewalks on which such Owner's property abuts, neatly trimmed, properly cultivated, and free of trash, weeds and other unsightly material. No leaves or grass clippings may

be deposited onto the street or any Common Area. In the event any Owner fails to maintain their lawn, landscaping, or plantings as provided herein, the Association, or its agents, may enter upon said Lot and may do so, and the Owner shall reimburse the Association for its costs, upon demand. The Association may enforce collection of the same in the same manner as if such costs were an assessment and shall have all powers and rights to so collect as set forth in Article VI, Section 6, above.

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

(d) Lawn ornaments, such as decorative lawn statues of animals, birds, and other wildlife, or any other lawn structures of any nature or kind, shall not be erected, placed, or maintained on any Lot within NATIONAL PLACE without the prior approval of the Architectural Committee.

(e) The Owner or property management company of the Owner of any leased or rented Lot or dwelling must provide regular lawn maintenance.

Section 10: Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within NATIONAL PLACE, 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 Lot. The Board in its sole discretion shall have the right to determine the existence of any such nuisance and for the purposes of this Declaration such determination shall be conclusive.

Section 11: Repair of Buildings. No building, structure, or fence upon any Lot within NATIONAL PLACE shall be permitted to fall into disrepair, and each such building, structure, or fence shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 12: Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within NATIONAL PLACE except in covered containers of a standard type

approved by the Association. The Association shall select a company for weekly trash disposal service for NATIONAL PLACE. All residents of NATIONAL PLACE shall be required to use this company and no other trash disposal service shall be permitted. In no event shall such containers be visible from the front of the Lot, except to make the same available for collection and then, only for the shortest time reasonably necessary to affect such collection. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot and no burning in the open will be permitted.

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

Section 14: Encroachments. No tree, shrub, or planting of any kind on any Lot within NATIONAL PLACE 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 written approval of the Architectural Committee.

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

a) An Owner (or 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 that Owner's Lot, or the improvements thereon.

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

c) The Developer or the Association may park, place, operate or maintain such

machinery and equipment as may be required for the operation and maintenance of the Common Area.

Section 16: Restriction on Further Subdivision. No Lot within NATIONAL PLACE 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. Such newly-created parcel thereafter shall be considered as one Lot.

Section 17: Signs. No sign of any kind, including, but not limited to “For Rent” signs, 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 Lot for sale;
- (b) Signs used by a builder to advertise the Lot during the construction and sales period;
- (c) Signs of such shape, size, and location as the Board deems necessary for security control and to advertise NATIONAL PLACE;
- (d) One sign, not to exceed one (1) square foot in size, which may contain the name or names of the Owner or Owners and/or the dwelling unit number;
- (e) Political signs (including those signs with a political message)—provided such signs shall only be displayed, in total, for a period of 31 days or less in any calendar year.
- (f) Signs of such shape, size, and location as the Architectural Committee may approve for good cause.

Section 18: Dwelling Size. The Architectural Committee shall exercise its best judgment to see that all structures, as to size, conform to and harmonize with the existing surroundings and structures.

Section 19: Building Location.

- (a) No building shall be located nearer to any lot line than the minimum set back line shown on the recorded plat of NATIONAL PLACE.
- (b) The building location (horizontal and vertical) must be approved by the Architectural Committee.

Section 20: Fences.

- (a) Fences are not encouraged, but properly constructed and installed fences may be

approved for construction by the Architectural Committee upon submission of plans and specifications. Fences shall be of the design, materials, and specifications determined by the Architectural Committee.

(b) Chain link fences are not permitted, except for the tennis courts in the Common Area.

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

(d) No fences in NATIONAL PLACE shall extend nearer to the front wall of a dwelling than fifty (50) percent of the distance of the dwelling on each side. Supporting structures on all fences shall be placed on the side of the fence facing the Lot/dwelling of the Owner building the fence. On corner lots, the fence may extend from the dwelling 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.

Section 21: Intentionally Omitted.

Section 22: Easements. Easements are reserved as shown upon the recorded plat of NATIONAL PLACE.

Section 23: Soil Removal. Soil may not be removed from any Lot or Common Area without the consent of the Association.

Section 24: Garage Doors. The doors of all garages shall be kept closed between the hours of 12 midnight and 5:00 A.M. except when necessary for ingress and egress. The doors of all garages shall be installed with electric or battery powered opening and closing devices.

Section 25: Basketball Goals. No basketball goals shall be attached to the front of any dwelling or garage. No temporary or permanent basketball goals shall be erected in any front yard or on the side of any street which abuts any corner Lot without the prior written approval of the Architectural Committee.

Section 26: 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 dwellings, 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 other Lots and dwellings may be allowed.

Section 27: Mailboxes. Each Owner shall construct a mailbox which shall be completed prior to occupying the any Lot or dwelling. The mailbox shall be of the design, materials and specifications approved by the Architectural Committee.

Section 28: Roofs. All roofs shall have an exterior surface type which shall be approved by the Architectural Committee, in its sole discretion. No metal roofing of any kind shall be permitted. Solar panels are not permitted except upon written approval by the Architectural Committee.

Section 29: Completion. A structure shall be completed within a reasonable time after commencement of construction. In the event of fire, windstorm, or other damage, or other act of God, a structure shall be repaired, remodeled, rebuilt, or completely removed within a reasonable time.

Section 30: Window Coverings. No reflective materials, including but not limited to aluminum foil, reflective screens or glass, or mirrors or similar type items shall be installed or placed on the outside of any window 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 the structure, that within in the sole and absolute discretion of the of the Architectural Committee detracts from the aesthetics of NATIONAL PLACE, will be a violation of this Declaration and must be removed upon request.

Section 31: 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 affect 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 Board may enforce collection of same in the same manner as if such costs were an assessment and shall have all powers and rights to so collect as set forth in Article VI, Section 6, above.

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

Section 32: Violation Fines. In addition to any other remedies provided herein, in the event of an uncured violation of the obligations of an Owner as set forth under this Article VIII, the Association shall have the right to assess violation fines against the Owner up to an amount of One Hundred and 00/100 Dollars (\$100.00) per day until such violation is cured or resolved (the "Violation Fines"). All Violation Fines shall be payable within thirty (30) days after notice of imposition of such Violation Fines is sent by the Association to the Owner. In the event any Violation Fines remain unpaid beyond their required payment date, the Association may assert a lien against the Owner's Lot for such unpaid amounts as if such Violation Fine was an Annual or Special Assessment. Unpaid past due Violation Fines shall incur interest at the rate of eighteen percent (18%) per annum until paid in full.

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

ARTICLE IX

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 road improvement or surface upon any portion of such area used as a road, street, walk, driveway, or parking area.

(c) Replace injured or diseased trees or other vegetation in any such area, and plant trees, shrubs, annuals and perennials, and ground cover to the extent that the Board deems necessary or desirable for the conservation of water and soil and for aesthetic purposes.

(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 is willfully or maliciously damaged or destroyed by an Owner or any of their guests, tenants, licensees, agents, or members of their 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 VI, Section 6, above. No Owner shall alter any Common Area in any manner, including dumping of debris or yard waste, or planting trees or shrubs or other greenery, without the Association's consent.

ARTICLE X

GENERAL PROVISIONS

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

Section 2: Severability. Invalidation of 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, by an instrument in writing executed by the Association, with the approval of a majority of the votes of the Board.

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

(d) Because NATIONAL PLACE has been previously annexed into the City of Springfield, no amendment shall be made to dissolve the Association without the consent of the City.

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 a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association, or any Owner or Owners of Lots within NATIONAL PLACE. However, any other provision to the contrary notwithstanding, only 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 NATIONAL PLACE 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 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, addresses as follows:

(a) If to the Association or the Architectural Committee, to the Registered Agent at his or her registered office on file with the Missouri Secretary of State.

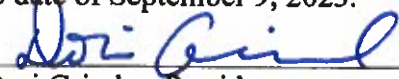
(b) If to an Owner or Builder, to the address of any Lot within NATIONAL PLACE, owned, in whole or in part, by him or to any other address last furnished by an Owner to the Association.

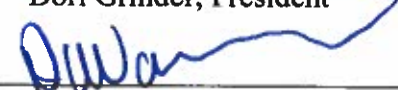
(c) If to Developer, to its Registered Agent at its registered office on file with the Missouri Secretary of State.

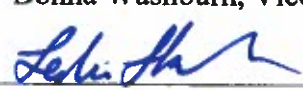
(d) Provided, however, that any such address may be changed at any time by the party concerned by furnishing a written notice of change of address to the Association. Each Owner of a Lot shall file the correct mailing address of such owner with the Association and shall promptly notify the Association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

IN WITNESS WHEREOF, the undersigned National Place Property Owners Association, Inc., have caused this instrument to be executed on this 5th day of February 2024, with an effective date of September 9, 2023.

By: 
Dori Grinder, President

By: 
Donna Washburn, Vice-President

By: 
Leslie Skorick, Secretary/Treasurer

By: 
Craig Wilson, At Large

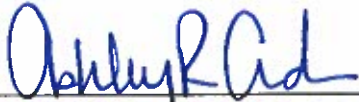
By: Brent Haselhorst
Brent Haselhorst, At Large

By: Jeff Anderson
Jeff Anderson, At Large

STATE OF MISSOURI }
 } ss. On this 13 day of February, 2024
COUNTY OF GREENE }

before me personally appeared **Dori Grinder, President, Donna Washburn, Vice-President, Leslie Skorick, Secretary/Treasurer, Craig Wilson, At Large, Brent Haselhorst, At Large, and Jeff Anderson, At Large, of National Place Property Owners Association, Inc.**, who produced identification and who being duly sworn did say that the said instrument was signed on behalf of said Incorporation by authority of its Board of Directors and the officers acknowledged said instrument to be the free act and deed of said Incorporation.

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



Notary Public: Ashley R Anderson
My Commission Expires 8/27/27

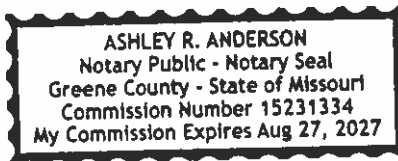


Exhibit A
p. 1062

D E S C R I P T I O N
DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS
OF
NATIONAL PLACE

All of the North Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-four (24), Township Twenty-eight (28), Range Twenty-two (22), SPRINGFIELD, GREENE County, Missouri, except that part taken or used for roads AND ALSO EXCEPT beginning at the Northeast corner of Section Twenty-four (24), Township Twenty-eight (28) North, Range Twenty-two (22) West, thence south along the East Section line 178 feet; thence West 182 feet; thence North 175 feet; thence East 187.6 feet along the North Section line to point of beginning, a part being in the City of SPRINGFIELD, and all being in GREENE County, Missouri.

EXCEPT:

A parcel of land within the Corporate Limits of Springfield, Missouri, being more particularly described as BEGINNING at a point on the south line of Weaver Road and 2158.2 feet easterly from the northwest corner of the northeast One-quarter of Section 24, Township 28 North, Range 22 West, Greene County; thence, N89° 42'12"E (basis of bearing) along said south line 293.0 feet; thence, S0° 04'16"W leaving said south line 155.0 feet; thence, S89° 43'34"E a distance of 157.00 feet to a point on the west line of National Avenue; thence, S01° 18'37"W along said west line 115.0 feet to the POINT OF NEW BEGINNING, said POINT OF NEW BEGINNING being on the proposed south line of the extension of Briar Road, thence, continuing S01° 18'37"W along said west line of National Avenue 570.0 feet to a point on the Springfield Corporate Line; thence, westerly along said Corporate Line 380.0 feet to a point on said Corporate Line; thence, northwesterly leaving said Corporate Line, approximately 150.0 feet to a point 705.0 feet southerly from said beginning; thence, N01° 18'37"E a distance of 550.34 feet to a point on the proposed south line of Briar Road; thence, S56° 41'23"E a distance of 10.33 feet along said south line; thence, on a curve to the left, along said south line, having a radius of 650.00 feet, a central angle of 32° 0'0", and a chord which bears S72° 41'25"E for a distance of 358.33 feet; thence, continuing along said south line S88° 41'23"E a distance of 100.00 feet to the POINT OF NEW BEGINNING.

AND EXCEPT:

A parcel of land in Greene County, Missouri, being more particularly described as beginning at a point on the south line of Weaver Road and 2161.4 feet easterly from the northwest corner of the northeast quarter (NE 1/4) of Section twenty-four (24), Township twenty-eight (28) north, Range twenty-two (22) west, in Greene County, Missouri; thence north 89 degrees 42'12" east along

Exhibit A
pg 2 of 2

said south line, 289.8 feet; thence south 0 degrees 04'16" west leaving said south line, 155.00 feet; thence south 89 degrees 43'34" east, a distance of 157.00 feet to a point on the east line of National Avenue; thence south 01 degree 18'37" west along said west line, 685.00 feet, more or less, to a point on the Springfield Corporate Line and a new point of beginning; thence continuing along said west line of National Avenue, 128.00 feet; thence due west 345.00 feet; thence due north 100.00 feet; thence northwesterly 40.00 feet, more or less and intersection with the Springfield Corporate line; thence east 380.00 feet, more or less along said corporate line to the point of beginning, all in Greene County, Missouri, except any part deeded, taken or used for road, street, or highway purposes.

028195

STATE OF MISSOURI
RECORDED
OCT 3 9 03 PM '90
RUSSELL H. KELLER
RECORDER

STATE OF MISSOURI } IN THE RECORDERS OFFICE
COUNTY OF GREENE }
I, RUSSELL H. KELLER, Recorder of said County, do hereby certify that
the within instrument of writing was on the 3 day of
Oct 1990 at 3 o'clock 03 p.m. duly filed for record, and is recorded in the records of this office, in
Book 2116 Page 2211.
IN TESTIMONY WHEREOF I have hereunto set my hand and affixed
my official seal at Springfield, Missouri, this 3 day of Oct
A.D. 1990
Russell H. Keller, Recorder
Doranne Scott, Deputy

7400
STATE USER FEE \$ 400
TOTAL \$ 7800

AMENDED AND RESTATED BY-LAWS
OF
NATIONAL PLACE PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the Corporation is National Place Property Owners Association, Inc., hereinafter referred to as the "Association." The principal office of the Association is: National Place Property Owners Association, Inc., P.O. Box 14156, Springfield, MO 65814, but meetings of Members and the Board may be held at such places within Greene County, Missouri, as may be designated by the Board.

ARTICLE II
DEFINITIONS

All terms shall be defined in accordance with the definitions contained in the Amended and Restated Declaration of Restrictions, Covenants and Conditions of NATIONAL PLACE, and any amendments thereto.

ARTICLE III
MEMBERSHIP

Section 1. Membership. Membership shall be as set forth in Article VI of the Articles of Incorporation.

Section 2. Suspension of Membership. During any period in which a Member shall be in default in the payment of any of such Member's annual or special assessment levied by the Association, the right of a Member (and its invitees, licensees, guests, and

family members) to use the Common Area and facilities may be suspended by the Association until such assessment has been paid. Such rights may also be suspended, after notice and hearing, for a period not to exceed ninety (90) days, for violation of any Rules established by the Board governing the use of the Common Area and facilities.

ARTICLE IV
PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Subject to the right of the Association to suspend a Member's membership as provided above, each Member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. A Member may assign their rights of enjoyment of the Common Area and facilities only to the members of their family, their tenants, or contract purchasers, all of whom must reside on the Property. Such Member shall notify the secretary of the Board in writing of the names of such persons, whose rights and privileges shall be subject to suspension to the same extent as those of the Member.

Section 2. The Association may charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area.

ARTICLE V
SELECTION, REMOVAL, AND COMPENSATION OF DIRECTORS

Section 1. Selection and Term of Office. At each annual meeting of the Members, three directors shall be elected for a term of one year each to serve on the

Board. Directors shall be elected by a majority vote of the Members present at the annual meeting. Each Director shall hold office for the term for which they are elected or until a successor shall have been elected and qualified.

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

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

Section 4. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests and

renters thereon, and to establish penalties for the infraction thereof;

(b) To exercise for the Association all powers, duties, and authority vested in or delegated to this Association not reserved to the Membership by other provision of these By-Laws, the Articles of Incorporation, or the Declaration;

(c) To employ a manager, attorneys, independent contractors, collection agencies, or such other employees as they deem necessary, and to prescribe their duties.

(d) To obtain a loan or incur indebtedness on behalf of and in the name of the Association, and to grant a security interest in the Common Area or any other property of the Association to secure repayment of said loan or indebtedness.

Section 2. Duties. It shall be the duty of the Board:

(a) To keep a record of all its acts and corporate affairs;

(b) To supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided herein and in the Declaration:

1. To fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, and

2. To send written notice of any change in assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(e) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid;

(f) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association, including any Common Area;

(g) To cause all Directors or employees having fiscal responsibilities to be bonded or insured in such amounts as it may deem appropriate;

(h) To cause the Common Area to be maintained.

ARTICLE VII
COMMITTEES

Section 1. Required Committees. The Board shall annually appoint an Architectural Committee, in accordance with Article VII of the Amended and Restated Declaration of Restrictions, Covenants and Conditions of NATIONAL PLACE.

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

ARTICLE VIII
MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the Members shall be held in the afternoon of the second weekend in September, or such other date and time as the Board shall determine. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following, which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of a majority of the Members.

Section 3. Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than five (5) nor more than forty (40) days before the date of the meetings either personally or by mail, by or at the direction of the president, or the secretary, or the officers or persons calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid.

ARTICLE IX
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board, a secretary, and such other officers as the Board may from time to time determine by resolution.

Section 2. Election of Officers. The Members shall vote to elect the Directors of the Board in accordance with the provisions of the Declaration. The Board shall then convene to elect which Board members shall serve as its officers (i.e. president, vice president, etc.), which shall be made by a majority vote of the Board of Directors.

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

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

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

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

Section 7. Multiple Offices. The offices of president, vice-president, secretary, and treasurer may be held by the same person.

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

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

(b) **Vice President.** The vice president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of them by the Board. The vice president may also sign all checks in absence of the president.

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

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

(e) Checks. All officers are authorized to sign checks on behalf of the Association for expenditures in the amount of Two Hundred Fifty and 00/100 Dollars (\$250.00) or less. All checks exceeding Two Hundred Fifty and 00/100 Dollars (\$250.00) must be approved by the Board and signed by the president and the treasurer, or the vice president in the event the president is unable to do so.

ARTICLE X
ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made.