

**GREENE COUNTY RECORDER'S COVER SHEET**

*Title of Document:* Declaration of Restrictions, Covenants and Conditions of HIDDEN TREE

*Date of Document:* \_\_\_\_\_, 2007

*Grantor(s):* Built By Brett, Inc.

*Grantee(s):* HIDDEN TREE, Battlefield, Missouri

*Grantee's Mailing Address* c/o Glenn Green  
901 E. St. Louis, 20<sup>th</sup> Floor  
Springfield, MO 65806

*Legal Description:* All land contained in HIDDEN TREE a subdivision in Greene County, Missouri, according to the recorded plats thereof.

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

*After recording, please return to:* Glenn P. Green  
901 St. Louis, 20<sup>th</sup> Floor  
Springfield, MO 65806

Note: This page is a cover page containing information solely to comply with recording requirements and is not part of the document being recorded itself.

**DECLARATION OF RESTRICTIONS,  
COVENANTS AND CONDITIONS  
OF  
HIDDEN TREE**

This Declaration of Restrictions, Covenants and Conditions for HIDDEN TREE is made, on the date hereinafter set forth, by Built By Brett, Inc., a Missouri Corporation.

WITNESSETH:

WHEREAS, Built By Brett, Inc. a Missouri corporation, is the Developer of HIDDEN TREE, a subdivision of Greene County, Missouri as shown on the plat thereof, recorded with the Greene County Recorder on \_\_\_\_\_2007, at Book \_\_\_\_, at Page \_\_\_\_, and which has the following legal description;

See attached Description– Exhibit “A”.

WHEREAS, the above described real property was approved by the County of Greene as the plat of HIDDEN TREE, and

WHEREAS, HIDDEN TREE is now in the process of being developed; and

WHEREAS, Developer desires to provide for the development of HIDDEN TREE with the open areas, detached single-family homes, to provide for the maintenance, improvement and administration of HIDDEN TREE, and

WHEREAS, HIDDEN TREE HOME OWNERS ASSOCIATION, was duly incorporated under the laws of the State of Missouri, a not-for-profit corporation for the general purposes of: managing the HIDDEN TREE (and any land added by Development) community properties; administering and enforcing the covenants and restrictions; and the collection and disbursing of the assessments as provided for in this “Declaration of Restrictions, Covenants and Conditions of HIDDEN TREE.”

NOW THEREFORE, Developer does hereby declare that HIDDEN TREE shall be subject to the restrictions, covenants, easements, and charges, hereinafter set forth, and which shall run with the land and be binding on all present and future owners, and shall insure to the benefit of each owner of land included in HIDDEN TREE.

**ARTICLE 1  
DEFINITIONS**

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

(a) "Association" shall mean and refer to HIDDEN TREE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

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

(c) "Common Area" shall mean: (i) street rights-of-way; (ii) streets and street islands; (iii) gateways, entrances, monuments, berms and other ornamental areas and related utilities, street lights, sprinkler systems and landscaping, if any, constructed or installed by or for the Developer at or near the entrance of any street or along any street, and any easements related thereto; (iv) all real property, including improvements and fences thereon and easements pertinent thereto, owned by the Association or designated or shown as common area, community area, detention basins or storm drainage facilities located in drainage easements or common areas, constructed channels and drainage ways, storm water detention areas, water quality and sediment basins, storm sewers and inlets shown on the final plat of HIDDEN TREE, as recorded, and intended for the common use and enjoyment of the Owners and all appurtenances necessary for the proper conveyance, storage or water quality management of storm water runoff including, but not limited to, detention basins, the drainage easements depicted on the final plat and any off-site easements granted by the Association; (v) the landscaped portion of any street, medians, traffic islands, cul-de-sac islands, or landscaped areas within any public street within the property, any private streets, entry roads, curb and gutter, sidewalks and other improvements as shown on the final plat; (vi) all other areas and places, together with all improvements thereon and thereto, which are intended for the use, benefit or enjoyment of all of the Owners within the Subdivision, whether or not any "Common Area" is located on any Lot, all as shown on all or part of the recorded Subdivision plat; and, (vii) such other real property as may be transferred to the Association by the Developer.

(d) "Corner Lot" shall mean any Lot that abuts, other than its rear line, upon more than one street.

(e) "Developer" shall mean Built by Brett, Inc. or successor.

(f) "Declaration" shall mean the HIDDEN TREE Restrictions, Covenants and Conditions and all other provisions set forth in this entire Document, as the same may from time to time be amended or modified.

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

(h) "Owner(s)" shall mean the recorded 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.

(i) "Property" or "Properties" shall mean and refer to the Lots and other real estate set forth above, and referred to as HIDDEN TREE.

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

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

(l) "Subdivision" shall mean HIDDEN TREE.

(m) "Subdivision Plat" shall mean a recorded plat (as amended, if applicable) covering any or all of the Property referred to in this Declaration.

(n) "Visible From Neighboring Property" shall mean, with respect to any given object, that such an 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 RIGHTS

Section 1: Owner's Easement 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 dedicate or transfer all or any part of the Common Area to any government agency, authority, or public or private utility for such purposes.

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

Section 2: Public Rights: With the exception of Public Streets and rights-of-way shown on the final Subdivision Plat, nothing contained in this Declaration shall be deemed to constitute a dedication for public use or to create any rights in the general public. Nothing contained in this Declaration shall be construed as creating an obligation on the part of Greene County or any other governmental authority having jurisdiction over the Common Areas, including but not limited to the private streets designated on the final Subdivision Plat, to maintain, repair or replace any portion of the Property, the Common Areas, easements or the appurtenances thereto

## ARTICLE III

PROPERTY SUBJECT TO THE HIDDEN TREE  
RESTRICTIONS

Section 1: General Declaration Creating HIDDEN TREE. Developer will develop by subdividing HIDDEN TREE 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 HIDDEN TREE and shall be held, conveyed, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or modified, from time to time. This Declaration, as amended or modified, is in furtherance of a general plan for the subdivision, improvement and sale of said real property and is established for the purpose of enhancing the value, desirability, and the attractiveness of said real property and every part thereof. All of this Declaration shall run with all of the real property within HIDDEN TREE for all purposes and shall be binding upon and inure to the benefit of Developer, and the Association, and all Owners and their successors in interest.

Section 2: Additional Land. The Developer, or its successors and assigns, shall have the right, but not the obligation, to bring additional properties under the terms and conditions of this Declaration and therefore subject them, regardless of whether said properties are presently owned by the Developer, provided the same are adjacent to or have a common boundary or are on the opposite side of any common street of property already subject to these restrictions; and provided further that any extension of the subdivision or modification of these restrictions must be approved by Greene County, Missouri (or the City of Springfield, Missouri, if the subdivision has been annexed into the City of Springfield).

ARTICLE IV  
HIDDEN TREE HOMEOWNERS ASSOCIATION

Section 1: Organization

(a) The Association. The Association is a nonprofit corporation organized and existing under the Missouri Nonprofit Corporation Act, and is charged with the duties and invested with the powers proscribed by law and set forth in its Articles of Incorporation, Bylaws, and this Declaration, as each may be amended from time to time. Neither the Articles nor Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with the Declaration.

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

Section2: 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. As copy of such Rules as they may from time to time be adopted, amended, or repealed, shall be made available to each Owner, at said Owner's request. Upon promulgation, said Rules shall have the same force and effect as if they were set forth in and were part of the Declaration.

Section 4: Personal Liability: No member of the Board of Directors, nor any committee of the Association, nor any other officers of the Association, shall be personally liable to any Owner, or to any other party, including the Association, for any damages, 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 officer of the Association.

Section 5: Responsibility for Common Area: The Association shall have the responsibility for payment of any taxes and insurance on the Common Area, and the responsibility for maintaining the Common Area.

Section 6. Dissolution: The Association may not be voluntarily dissolved without the prior written consent of Greene County, Missouri (or the City of Springfield, Missouri in the event the subdivision has been annexed into the City of Springfield), notwithstanding any contrary provisions in its Articles of Incorporation or Bylaws

## ARTICLE V MEMBERSHIP AND VOTING RIGHTS

Section 1: Every Owner of either a fee or undivided interest, in a Lot that is subject to assessment by the Association, shall be a Member of the Association. An interest as Member of the Association shall be appurtenant to, and may not be separated from ownership of, any Lot that is subject to assessment by the Association.

- (a) Owner's Vote: Each Owner (except the Developer) shall be entitled to one vote for each Lot owned by said Owner, in all proceedings in which action shall be taken by Members of the Association. If a Lot is owned by more than one person and/or entity, all votes shall be cast in the manner provided for in the Articles of Incorporation and Bylaws of the Association, but in no event shall all such persons or entities combined cast more than one (1) vote for each Lot owned by them.
- (b) Developer's Vote: The Developer shall be entitled to twenty (20) votes per Lot for each Lot that Developer owns, in all proceedings in which action shall be taken by Members of the Association, including any Lots added to the Declaration.

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

ARTICLE VI  
COVENANT FOR ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligations of Assessments. The Developer, for each Lot owned in HIDDEN TREE hereby covenants, and each Owner of any Lot (subject to Section 8 of this Article hereafter), by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay 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' and paralegals' fees, shall, to the full extent permitted by law, be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and attorneys' and paralegal fees, charges, costs and expenses shall also be a personal obligation of the person who was the Owner of such property on the effective date of the assessment. The personal obligation for the delinquent assessments shall not pass to his successors in title, but nevertheless, the lien arising by reason of such assessment shall continue to be a charge and lien upon the land as above provided.

Section 2: Purpose of Assessment. The assessments levied by the Association shall be used for the purpose of the general benefit, recreation, health, safety, and welfare of the residents in HIDDEN TREE. Such purposes shall include, but shall not be limited to, provision for the improvement, construction, repair, maintenance, care, upkeep and management of the Common Area and the improvements 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 of Incorporation and By-Laws of the Association.

Section 3: Annual Assessment.

(a) Initial Assessment. The initial annual assessment shall be for the year 2007, and shall be \$1500.00 per Lot. The Lots owned by Developer shall not be liable for annual assessments.

(b) Assessment Modifications. After 2007, the maximum annual assessment may be increased each year, without a vote of the Members, not more than fifteen (15%) percent above the maximum assessment established of the previous year except that in the event 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 Assessments 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 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. The maximum special assessment shall be One Thousand and No/100 (\$10000.00) dollars per year, per member, until such time that a vote of the members changes this maximum limit. Any special assessment shall require an affirmative vote of the majority of the members casting votes.

Section 5: Date of Commencement of Annual Assessments. The annual assessments for each Lot provided for herein shall commence on January 1, 2007 and thereafter shall commence on the date of the first conveyance of said Lot by the Developer to an Owner. The first annual assessment for each Lot shall be prorated based on the date it sold by the Developer, and thereafter the annual assessment will be made on January 1 of each year. Written notice of the annual assessment will not be sent to every Owner. It will be the Owner's responsibility to see that payment is made on time to avoid additional fees.

Section 6: Effect of Nonpayment of Assessments: Remedies of the Association. Each Member/Owner shall be deemed to covenant and agree to pay to the Association the assessments provided herein, and each agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner agrees to pay reasonable attorneys' fees, paralegal fees, expenses charges and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against the said Owner. In the event of a default in payment of any such assessment when due, the assessment shall be deemed delinquent, and shall bear interest at the rate of eighteen (18%) percent per annum, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or, without any limitation by the foregoing, by either or both of the following procedures:

(a) Enforcement by Suit. The Board may cause a suit at law to be commenced and maintained in the name of the Association against any Owner to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of eighteen (18%) percent per annum from the date of delinquency, court costs, and reasonable attorneys' fees, paralegal fees, costs, charges and expenses in the 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 in lien, with power of sale, on each and every Lot within HIDDEN TREE to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots under these Restrictions, together with interest thereon at the rate of eighteen (18%) percent per annum from the date of the delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith including reasonable attorneys' fees, paralegal fees, costs, charges and expenses. 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 set the date and 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 of 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:

- (i) The name of the delinquent Owner;
- (ii) The legal description or street address of the Lot against which claim or lien is made;
- (iii) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorneys' and paralegal fees costs, charges and expenses;
- (iv) That the claim of lien is made by the Association pursuant to the Woodfield Park Declaration; and
- (v) 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 government assessing unit, and the liens which are hereinafter specifically described in Section 6. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a deed of trust, with a power of sale, as set forth by the laws of the State of Missouri, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of the Members. The association may acquire, hold, lease, mortgage, and covet any such Lot. In the event such foreclosure is by action in court, reasonable attorneys' and paralegal 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 Woodfield Park and Woodfield Park First Addition, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Section 7: Governmental Assessments. Notwithstanding any limitations or provisions in this Article to the contrary, if Common Areas fall into a state of disrepair or become a nuisance within the meaning of any provisions of Greene County's Zoning or Subdivision Regulations, then officials of the Greene County Resource Management Department may abate the disrepair or nuisance, after thirty (30) days notice to the Association or its last known registered agent.

Greene County may assess the cost of such maintenance or abatement (a “Governmental Assessment”) in the same manner as assessments are levied by the Association, and the same shall be a lien and a personal liability, to the same extent as other assessments under this Article. In the event the property is annexed into the City of Springfield, Missouri, the City of Springfield shall succeed to the rights of Greene County hereunder.

Section 8: Subordination of the Lien of Mortgages. The lien of the assessment provided for herein, except for Governmental Assessment provided for herein, shall be subordinate to the lien of any first mortgage. Governmental Assessments pursuant to the foregoing shall be subordinate only to the lien of the first mortgage which exists of record as of the date of this Declaration. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE VII ARCHITECTURAL CONTROL

Section 1: Establishment of Committee. There will be architectural and landscaping controls enforced through an Architectural Control Committee (hereinafter referred to as the “Architectural Committee”). The Architectural Committee shall review and approve or reject all building and landscaping plans, and interpret and enforce the building and landscaping provisions applicable to Owners of the Lots for all items set forth herein. Decisions of the Architectural Committee may be appealed to the Board of Directors of the Association.

Section 2: Improvements. No structure, residence, accessory building, tennis court, swimming pool, fence, mailbox, wall, lot drainage works, awning, exterior area lighting, satellite dish or other improvements shall be constructed or maintained upon any Lot, and no alterations to the exterior of a structure shall be undertaken, unless complete plans, specifications and plot plans thereof showing the exterior design, height, building material and color scheme thereof, the location of the structure on the Lot plotted horizontally and vertically, the location of driveways and fencing, shall have been submitted to and approved in writing by the Architectural Committee. The exterior surface of a single family structure shall not be painted or changed in any matter without the prior written approval of the Architectural Committee. All fees and expenses incurred by the Architectural Committee shall be paid by the applicant.

Section 3: Duties. The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the Properties conform and harmonize with the existing surroundings and structures.

Section 4: Procedures.

(a) The Architectural Control 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.

(b) The Architectural Control Committee shall maintain written record 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 requests.

Section 5: Members of Committee: The “Architectural Committee” will initially consist of three (2) members: Brett Godfrey, Sherry Godfrey. Brett and Sherry Godfrey may resign as the “Architectural Committee”, with a written resignation and each lot owner is automatically a part of the committee with a maximum of one vote per lot. The party submitting for approval will abstain from the voting process.

Section 6: Liability of Committee: the Architectural Committee shall not be liable in damages to any person submitting a request for approval, or to any Owner by reason of any action, failure to act, approval or disapproval, or failure to approve or disapprove any such request.

## ARTICLE VIII USE AND BUILDING RESTRICTIONS

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

Section 2: Single-Family Residential Use. 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. This is not to prevent Owner’s working out of their homes, or meeting clients on occasion out of their home office. 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 animal, fowl, or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any property within HIDDEN TREE 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. Any dog house brought or constructed must be approved by the Architectural Committee. Upon the written request of the Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally recognized house pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein. Pets shall not be allowed unsupervised on any part of the properties and walking of pets shall be allowed only on such portions of the Properties as the Board may prescribe by its Rules and Regulations.

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, in such a manner so as to be visible from the street adjoining the front of said Lot, unless approved by the Architectural Committee. TV antennae shall be erected so as to be inconspicuous as possible and no such antenna shall extend more than six (6) feet above the ridge of the roof of the particular dwelling unit upon which the antenna is located; provided, however, the Architectural Committee shall have the authority to award variances with respect to the foregoing prohibition. Upon submission by property owner of the location and specifications of a direct satellite dish, the Architectural Committee may approve small direct satellite dishes that conform to the requirements of this section. No satellite dish may be Visible From Neighboring Property.

Section 5: Temporary Occupancy. No trailer, incomplete building, tent, shack, or garage and no temporary building or structure of any kind shall be at any time used for a residence on any property within HIDDEN TREE. Temporary buildings or structures used during the construction of a dwelling on any such property shall be subject to the rules of the Board and shall be removed immediately after the completion of construction.

Section 6: Motor Vehicles and Trailers

(a) No mobile or motor home, 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 HIDDEN TREE for more than 48 hours., in such a manner as will be Visible from Neighboring Properties; nor shall any motor vehicle of any kind be constructed, reconstructed or repaired on public or private property within HIDDEN TREE, provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repair, or temporary construction shelters or storage facilities approved by the Architectural Control Committee and used exclusively in connection with the construction of any improvement. Special permission may be granted by the architectural committee on a case by case basis. An exception may be made for a maximum two week period for guests visiting in an RV or similar vehicle

(b) Any motor vehicle which is, in the sole discretion of the Board, unsightly and not in keeping with motor vehicles owned by HIDDEN TREE residents, or is a service vehicle, or a pickup truck with a camper top or similar top shall be parked in the garage overnight, and shall not be parked in HIDDEN TREE between the hours of 12 midnight and 5:00 am in such a manner as will be Visible from a Neighboring Property.

Section 7: Motor Vehicle-Excessive Noise. If the Board determines that any motor vehicle is creating loud and annoying noises by virtue of its operation within HIDDEN TREE such determination shall be conclusive and final that the operation, upon notice by the Board of the Owner or operator thereof, shall be prohibited within HIDDEN TREE.

Section 8: Landscaping and Lawns.

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

(b) Maintenance By Owner. Each Owner of a Lot within HIDDEN TREE shall keep all shrubs, trees, grass and plantings, including the area located between the boundary lines of his/her property and the street on which such Owner's Property abuts, neatly trimmed, Properly cultivated and free of trash, weeds, and other unsightly material. Owners may keep their lots in a more natural state than their yards, but they still must keep them free of unsightly materials and dangerous conditions. Hidden Tree Lane shoulders will be maintained by each home owner 5 feet on either side where it runs through their lot. The lot owner will be responsible for mowing, tree trimming and landscaping in keeping with the landscaping at the entry gates.

(c) Maintenance By 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 easements of record over an Owner's Lot. The Association or its authorized agents shall not be liable for trespass, for so doing. In the event that an Owner fails to maintain his lawn, landscaping or plantings as provided herein, the Association, or its agents, may enter upon said Lot for such maintenance, and the Owner shall reimburse the Association for its costs, upon demand. The Association may enforce collection of same in the same matter 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.

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

Section 9: Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within HIDDEN TREE , and no odors shall be permitted to arise there from so as to render any such Lot or portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or 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 to where it is heard by neighbors. 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 10: Repair of Buildings. No building, structure or fence upon any Lot within HIDDEN TREE 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 11: Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within HIDDEN TREE except in covered containers of a standard type approved by the Association. This trash receptacle shall be kept hidden except on trash collection day. The Association shall select a company for weekly trash disposal service for HIDDEN TREE. All

residents of HIDDEN TREE shall be required to use this company and no other regular trash disposal service shall be permitted. Owners shall pay the annual trash service fees prorated beginning with the date the home is occupied. In no event shall such containers be maintained so as to be Visible from Neighboring Property or roads, except to make available for collections, and then, only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, and garbage shall be removed from Lots and shall not be allowed to accumulate thereon. No incinerators or trash barrels shall be kept or maintained on any Lot.

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 HIDDEN TREE unless they are erected, placed, or maintained exclusively within an area not Visible from Neighboring Properties and streets.

Section 13. Encroachments. No tree, shrub, or planting of any kind on any Lot within HIDDEN TREE 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 Visible From Neighboring Property 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 any 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 or equipment is actively being used by the builder or contractor and is stored or placed in areas approved by the Architectural Control Committee, and that no trucks of any kind or nature shall be kept, parked or placed upon any Lot or street (public or private) within HIDDEN TREE between the hours of 12:00 midnight and 5:00 a.m., unless permission to the contrary is temporarily granted by the Architectural Control Committee.

Section 15: Restrictions on Further Subdivision. No Lot within Woodfield Park 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, any way, limit Developer from subdividing any property owned by Developer. Such newly created parcel thereafter shall be considered as one Lot.

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

(a) One sign of not more that six (6) square feet, advertising the property for sale or rent.

(b) Signs used by a builder to advertise 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 HIDDEN TREE.

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

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

Section 17: Dwelling Site. The Architectural Committee shall exercise its best judgment to see that all structures, as to size style and features, conform to and harmonize with 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 the recorded plat of. HIDDEN TREE.

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

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 specification.

(b) Chain link fences may not be used.

(c) Privacy fences higher than forty eight (48") inches in height will be approved on a case by case basis.

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 HIDDEN TREE and may permit builders and real estate brokers to establish the same. Any such office shall be removed upon the completion of the Subdivision. Developer and its agents shall have the right to use the Common Area in conjunction with the sales and promotions of Lots and houses in. HIDDEN TREE.

Section 21: Easements. Easements are reserved as shown upon the recorded plat of HIDDEN TREE.

Section 22: Soil Removal. Soil or Fill Dirt may 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.

Section 24: Basketball Goals and Trampolines. Basketball goals and or trampolines should be placed tastefully in an inconspicuous place as possible. Goals are not to be attached to any dwelling. Trampolines should not be Visible From Neighboring Property. The architectural committee will have final say on location of any basketball goal or trampoline.

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, 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 that do not disturb the Owners or other occupants of the properties may be allowed.

Section 26: Mailboxes. Mailboxes shall be of the design, materials, and specifications approved by the Architectural Control Committee. Each owner shall be responsible for maintenance of their mailbox.

Section 27: Roofs. All roofs shall have an exterior surface which shall be approved by the Architectural Committee, in its sole discretion.

Section 28: Completion. A structure shall be completed within a 24 month period from the beginning 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 29: Remedies.

(a) In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, builder, contractor, sub-contractor, agent, or employee thereof) shall violate, or permit to the violation, 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 reasonable time from the mailing date of said Notice.

(b) If after a reasonable time has elapsed from the date of said Notice, the violation has not been voluntarily terminated by the Owner, the said 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 the said violation, and/or taking legal action against the Owner. If, by virtue of the exercise of the authority granted herein, the Board shall incur expenses (including but not limited to attorneys' and paralegal fees, costs, charges and expenses) in connection with the process of removing and/or terminating said violation, the Association may enforce collection of same in the same manner as if such costs were an assessment and shall have all powers and rights to so collect as set forth in Article VI, Section 6, above.

(c) 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 violated situation, condition or occurrence.

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

(c) Maintain or replace injured or diseased trees, shrubs, annuals, perennials, ground cover or other vegetation within any Common Area, subdivision entrance, median or other landscaped area within any right-of-way of any public street located within the Subdivision to the extent the Board deems necessary or desirable for the conservation of water and soil and for esthetic purposes, and to the extent that the Greene County Highway Department deems necessary to maintain public safety. The Board of the Association shall be the sole judge as to the appropriate maintenance of all grounds within any Common Area, except any landscaped or planted areas within the right-of-way of any public street. Landscaping in road rights-of-way within the Subdivision shall be maintained to the satisfaction of the Greene County Highway Department. In the event landscaping within any right-of-way shall not be maintained by the Association to the satisfaction of the Greene County Highway Department, the County shall provide the Homeowners Association with written notification of any deficiencies, whereupon the Association shall have thirty (30) days to correct any deficiencies. In the event the Association fails to correct any deficiencies in landscaping as delineated by the Greene County Highway Department within thirty (30) days of receipt of notice, then the County may either: (1) have the landscaping maintenance performed and the Association shall be billed for the cost of said landscaping, or (2) the County may remove the landscaping, median or landscaped area within any public right-of-way in said subdivision. Except as otherwise specifically provided, any expense of the Association for administration, maintenance, operation, repair or replacement of the detention basins and landscaping within any public right-of-way, shall be treated as and paid for as common expense of the Association. All areas shown as common areas on the Plat of the Subdivision and all detention basins shown thereon shall be owned, kept and maintained by the Developer until such time as the Developer conveys the same to the Association, which thereupon shall accept delivery of said conveyance and shall thereafter hold all such areas as Common Areas.

(d) Place and maintain upon any such areas 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 and all Common Area improvements, with the exception of landscaping in road rights-of-way within the subdivision and the maintenance of the detention basin as shown on the final Subdivision Plat, which shall be maintained to the satisfaction of Greene County, or the City of Springfield if the subdivision is subsequently annexed into the City of Springfield.

Section 2: Damage or Destruction of Common Area by Owners. In the event any Common Area is willfully, accidentally, or maliciously damaged or destroyed by an Owner or any of their guests, tenants, licensees, agents or members of the 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, to the Association upon demand, and the Association may enforce collection of same in the same manner as if such costs were assessments and shall have the powers and rights to so collect as set forth in Article VI, Section 6, above.

## ARTICLE X GENERAL PROVISIONS

Section 1: Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the Declaration as modified and amended, and shall be entitled to collect all expenses incurred in enforcing or interpreting this Declaration and/or any rule, regulation or other decision made by the Developer, or the Association pursuant to powers granted by this Declaration including but not limited to all attorneys' and paralegal fees, costs, charges and expenses. Failure by the Developer, the Association or by any Owner to enforce any covenants or restrictions 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 provision, which shall remain in full force and effect.

Section 3: Amendments.

(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) These restrictions and covenants may be terminated, amended or modified by the Developer at any time in the twelve years immediately following the recording of the

Declaration that the Developer retains ownership of at least 1 lot in the Subdivision. If the Developer owns less than 1 lot in the subdivision, then these restrictions and covenants may be terminated, amended or modified by a vote of the Owners represented by at least 60% of the Lots in the Subdivision; provided, however, any such termination, amendment or modification shall be in writing, acknowledged and duly recorded. Notwithstanding the foregoing, the Developer or the Association shall have absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration as provided above, with the exception that any amendment of this Declaration that would change any obligation of the Developer or the Association to maintain any Common Area, detention basin, drainage area, or any landscaping within the right-of-way of any public street depicted on the final plat of HIDDEN TREE shall require the written approval of Greene County, Missouri (or the City of Springfield, Missouri if HIDDEN TREE is subsequently annexed into the City of Springfield, Missouri), before it shall become effective.

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

Section 4: Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a Nuisance and may be enjoined or abated, whether or not the Relief sought is for negative or affirmative action, by Developer, the Association, or any Owner or Owners of Lots within HIDDEN TREE. Any other provision to the contrary notwithstanding, only Developer, the Association, the Board of Directors, or the duly authorized agent 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 applicable Federal, State, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within HIDDEN TREE is hereby declared to be a violation of these Restrictions and subject to any or all of the enforcement procedures set forth in these Restrictions.

Section 6: Remedies Cumulative. Each remedy provided by the restrictions is cumulative and not exclusive.

Section 7: Delivery of Notice and Documents. Any written notice of 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 copy of same has been deposited in the United States Mail, postage prepaid, addressed as follows:

(a) If to the Association or the Architectural Committee, to the registered agent at his registered office: currently, Glenn P. Green, 901 St. Louis, 20<sup>th</sup> Floor, Springfield, MO 65806.

(b) If to an Owner or Builder, to the address of any Lot within HIDDEN TREE, 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 his registered office: currently, Glenn P. Green, 901 St. Louis, 20<sup>th</sup> Floor, Springfield, MO 65806.

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 representative, successors, transferee and assigns, binds himself, his heirs, personal representative, to the covenants, conditions, rules and regulations now or hereafter imposed by the 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.

Section 9: General Guidelines for Construction.

(a) Tree and brush removal:

- (i) Any tree removal must be approved by Architectural Committee, without exception.
- (ii) All cut trees and brush must be removed from the building site in a reasonable time period.

(b) Site Plan:

- (i) Site plan, set backs, house plans and all elevations must be approved by the Architectural Committee.

(c) Minimum square footage in living area:

- (i) Minimum foot print of living area will be 2200 square feet with a three car garage minimum.
- (ii) The Architectural Committee may grant variations, if in their best judgment the house will harmonize with existing structures.

(d) Exterior:

- (i) All exterior elevations with material specified must be approved by Architectural Control Committee BEFORE any improvements are made. The review process shall be guided by the principal of encouraging unique front elevations that will contribute to a variety of styles.
- (ii) Roofing may be metal, concrete, tile, or simulated shake (asphalt) laminated architectural design (no less than 250 lbs. per square - 3 tabs are not approved).
- (iii) Mailbox - No mail box, or standard therefore, shall be erected or installed without the prior approval of style, material, construction and location being granted by the Architectural Committee.
- (iv) Landscaping – front, sides and back yards to be sod and irrigated. Appropriate shrubbery must be included in landscaping.
- (v) To develop a truly distinctive community, the architectural control committee will encourage variety of design which will be approved on a case by case basis.

- (vi) Accessory buildings are to be in harmony with residence.
  - (vii) Driveways- must be concrete and finished.
- (e) Propane Tanks. Propane Tanks must be buried or not Visible From Neighboring Property. Architectural Committee must approve all sites.
- (f) Additional Requirements:
- (i) No construction equipment left on streets overnight.
  - (ii) No parking or storing of equipment or materials on adjacent lots without permission of developers.
  - (iii) All sites will be policed of trash as needed and dumpsters removed when full. Site should be picked up and left neat and clean at least every Friday (by quitting time).
  - (iv) Builders must scrape mud from streets when left by trucks/equipment servicing their construction site.
  - (v) All driveway cuts must be sawed.
  - (vi) No equipment with tracks is to be operated on streets.
  - (vii) No dirt shall be removed from HIDDEN TREE without approval of Developer.
- (g) Fences. (See Building Uses and Restrictions) Do not build a fence without checking with the Architectural Control Committee and receiving approval-many restrictions apply.

ARTICLE XI  
ANNEXATION INTO SPRINGFIELD

This subdivision is now located in Greene County, outside the city limits of Springfield, Missouri. Developer may seek to have the subdivision or any part thereof, annexed to the city of Springfield, Missouri. Each Owner irrevocably consents to such annexation.

In witness whereof, the undersigned Developer has caused this instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

BUILT BY BRETT, INC.

By: \_\_\_\_\_  
Brett Godfrey, President

STATE OF MISSOURI        )

COUNTY OF GREENE            ) ss  
  )

On this \_\_\_\_ day of \_\_\_\_\_ 2007, before me personally appeared Brett Godfrey, to me personally known, who being duly sworn, did say that he is the President of Built By Brett, Inc., a Missouri Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and further acknowledged said instrument to be the free act and deed of said Corporation.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

EXHIBIT A  
Legal Description of HIDDEN TREE