

Savannah Heights Dissolve Request Contents

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April 18, 2022

REF: Request to dissolve Savannah Heights Property Owners Association (POA)/Home Owners association (HOA)

To: Republic Missouri City Council

From: Savannah Heights POA/HOA

The Savannah Heights POA/HOA respectfully request the City of Republic's approval of the request to dissolve our association. We are providing information to support our request, additional information can be made available if needed.

Savannah Heights association has fifty-eight homes (58). During our annual meeting Jul 12, 2021 Melissa Gibson provided a list of fifty one (51) homeowners, forty-nine (49) seeking to dissolve and six (6) against it. Not realizing the horse was in front of the cart. The amendment is required to be communicated in writing to the homeowners. The board recognized the document signed by over 2/3 of the homeowners.

Annual meeting notes and information letter for a special meeting to address dissolve was mailed to homeowners. Meeting date was August 19, 2021.

A total of twenty-one (21) families participated. Twelve (12 for dissolving and nine (9) against. Article VII (E) By-Law allow for a quorum to vote with the majority ruling.


The housing market has been on fire causing four board members to sell homes and we now have a two member board which is unfortunate.


In the past two years individuals have faced mask mandates, COVID, massive inflation, ongoing material and commodity shortages. Some have loss jobs, increasing racial, and social issues, and then add our free will. Participation from homeowners is extremely low, and most people have oppressive debt. Under today's circumstances it is very difficult to operate a POA that has no amenities. No park, basketball court, community garden, playground, outdoor class room, activity center, swimming pool, walking trail and such.

Our only liabilities are two homeowners that have unpaid dues and existing unappropriated funds identified in the enclosed documents.

We see no reason why homeowners cannot continue to maintain our present agreement with the City of Republic. Our goal is terminate the financial obligation and its member's board.

Feel Free to contact us if you have questions or concerns

 President Wyatt Jennings 573-855-0061 wyattegeo@yahoo.com

 President Evan Watson 405-512-3370 ewatson0216@gmail.com

Subject FW: Savannah Heights
From <shoffman@maplesproperties.com>
To: 'wyatt jennings'
<wyattegeo@yahoo.com>
Cc: 'Staci Hoffman'
<shoffman@maplesproperties.com>
Date Today at 4:12 PM

See below. This is 1 of 2 responses received.

From: Teresa Austin <teresaaustin54@gmail.com>
Sent: Friday, April 8, 2022 4:37 PM
To: shoffman@maplesproperties.com
Subject: Savannah Heights

Greg & Teresa Austin
415 S Sarah Ave, Republic, MO 65738

Regarding the two homeowners who owe \$620
please just waive the liens

NO MORE HOA

Teresa Austin
[417-693-7654](tel:417-693-7654)

Subject FW: Outstanding HOA Dues
From <shoffman@maplesproperties.com>
To: 'wyatt jennings'
<wyattegeo@yahoo.com>
Cc: 'Staci Hoffman'
<shoffman@maplesproperties.com>
Date Today at 4:57 PM

See below. This is the 2 of 2 responses received.

I did email Mr. and Mrs. Bennett back to let them know that we, the management, do not get the fees.

Thank you,

Staci Hoffman, Broker

Maples Properties
3032C S. Fremont Ave
Springfield, MO 65804
Ph: [417-883-9100](tel:417-883-9100)
Fax: [417-883-1015](tel:417-883-1015)

From: Richard Bennett <rwbs@att.net>
Sent: Monday, April 18, 2022 3:12 PM
To: shoffman@maplesproperties.com
Subject: Outstanding HOA Dues

Ms. Hoffman:

As the Savannah Heights homeowners have voted to dissolve the HOA, I vote that the HOA management company WAIVE the unpaid dues and remove ALL LIENS on the any Savannah Heights property.

Thank you,

Richard & Mildred Bennett
408 South Sarah Avenue
[417-631-1754](tel:417-631-1754)

March 29, 2022

REF: HOA/POA Dissolvment Update

Dear Homeowner,

The Savannah Heights HOA/POA hired Attorney Jennifer Hardy to assist in dissolving our association. Ms. Hardy has initiated the necessary communication to all concerned, including the City of Republic. We have enclosed the actual verbiage contained in the Declaration of Covenants, Conditions and Restrictions governing the Savannah Heights HOA/POA. It requires the approval of the City of Republic to dissolve. The city is unaccustomed to such request from its communities.

Please read enclosed amendment 3 (a,b,c and d for the city's authorities/responsibilities.)

We plan to attend the city council meeting on April 19th, 2022. It is at 6:00 pm in the Municipal Courtroom at 540 Civic Blvd, Republic MO 65738.

Republic's City council is seeking assurance from Homeowners. There were two items of concern. Do two thirds of the members want the HOA/POA removed from the community? Our best option is to provide them with a copy of the document Melissa Gibson presented to the board on July 12, 2021. The document clearly has two thirds of the homeowner's signatures against the HOA. We need one or two homeowners against the HOA to meet with the council. If you would like to do so, please attend the city council meeting on April 19th, 2022. Feel free to contact Evan or Wyatt if you have any questions.

The other issue is two homeowners are delinquent on their dues totaling approximately \$620. The City will not provide the necessary support if we have liabilities. We have two options; waive the liens or keep the HOA/POA intact. On or before April 18th, please send an email to shoffman@maplesproperties.com regarding outstanding dues. Include your name, property address, and whether or not you want the dues waived. Yes = waive the dues. No = do NOT waive the dues.

Even if we do nothing, the HOA/POA can be started up again by a nonresident. Without the city's support for the resolution/amendment, we will always have a legal obligation to Savannah Heights HOA/POA.

Evan and Wyatt would like for this to be terminated properly which requires the support from the City of Republic.

Best Regards,

Savannah Heights Board

Wyatt

Evan

Encls: admendment 3

3. Amendment.

(a) The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless otherwise amended as herein provided.

(b) This Declaration may be amended in whole or in part at any time within ten (10) years from the date of recordation of same by an instrument in writing executed by Developer, its successors or assigns.

(c) This Declaration may be amended at the end of the above mentioned ten (10) year period by an instrument in writing executed by the Association, subject to the approval of the Members by two-thirds (2/3) of the votes cast or a majority of the votes entitled to be cast, whichever is less.

(d) Any provisions of this Declaration which would provide for the elimination of the Homeowners Association's duties to maintain the common areas or any amendment of this Declaration which would alter any obligation by the Developer, Association or any owner to maintain the common areas including, but not limited to the storm water detention facilities, drainage or detention areas, detention ponds, sediment basins or flood plain in any areas designated as "common area" on the plat of Savannah Heights Phase I subdivision shall require written approval of Republic, Missouri, or such other governmental subdivision as shall have jurisdiction at such time, before it shall become effective. Further, no amendment of this Declaration shall be made or Articles of Dissolution filed with the Missouri Secretary of State to dissolve the Association without the prior written consent of Republic, Missouri or such other governmental subdivision as may have jurisdiction at such time. Further, no amendment of the Covenants and Restrictions of this Declaration shall be effective until it is recorded in the Recorder of Deeds of Greene County, Missouri.

4. **Violations and Nuisances.** 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. However, any other provision to the contrary notwithstanding, only Developer, the Association, the Board of Directors, or the duly authorized agent of any of the above, may enforce by self-help any of the provisions of these Restrictions.

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

6. **Remedies Cumulative.** Each remedy provided by these Restrictions is cumulative and not exclusive.

Messages

**Update from the city of Republic**

To: JD Neally, Amanda Stull, Jennifer Hardy
Case: JenningsW-010622-Savannah Heights HOA

**Jennifer Hardy**

Feb 14, 2022 9:39 AM

Wyatt,

Good morning. I sent the Savannah Heights covenants and the plats over to the city requesting consent on the HOA dissolution as per the covenants. Below is the response I received after they reviewed the documents:

In discussing this with our attorney, her guidance was for you and those you represent to come to Council to speak about this for citizen participation. We aren't aware of any procedures for the city granting us the authority to write this and it would have to be a Council action if they wanted to proceed. It would be important for Council to know if everyone in the neighborhood was in favor or if there were any opposed. I am somewhat familiar with this neighborhood from calls I have

received. They would also want to know if there is any other litigation or legal proceedings with parties of the neighborhood or HOA.

Our meetings are held in the Municipal Courtroom at 540 Civic Blvd. Our upcoming meetings are:

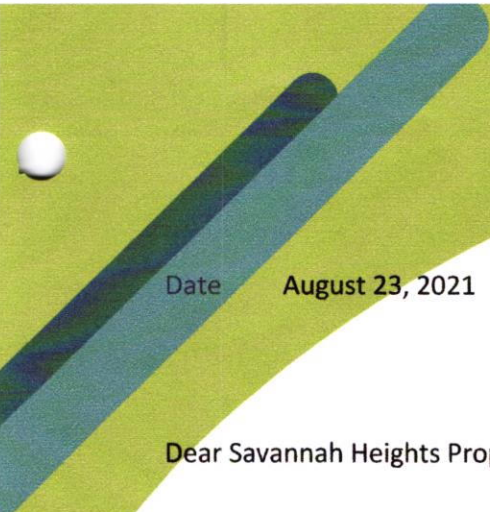
2/15 6:00

2/22 6:00 (at 711 E Miller Rd with a public hearing after) 3/15 6:00

4/5 6:30

4/19 6:00





Date August 23, 2021

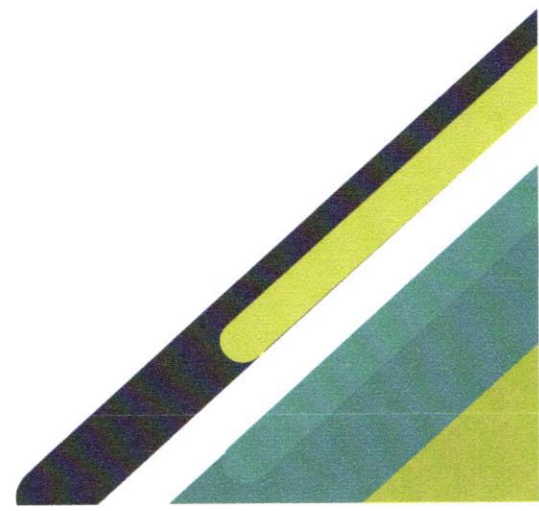
Dear Savannah Heights Property Owner,

The Savannah Heights Property Association will be dissolved. The official vote was eleven (12) to nine (9) to dissolve.

I hope that everyone can find at least one positive thing from our experiences.

Evan and I are grateful for the relationships we have established and seriously embrace our unborn tomorrows.

Live Well!



Homeowner Directory

Exported On: 08/19/2021 04:16 PM

Properties: Savannah Heights POA - 3032C S. Fremont Ave. Ste 100 Springfield, MO 65804

Homeowner Status: Current

Homeowners: Active

Hide information checked "exclude from directory": Yes

Unit	Homeowner	YES	NO
405 S Michelle Ave	Fitzgearlds		
405 S Sarah Ave	Roskamp		
406 S Michelle Ave	Nichols		
406 S Sarah Ave	Davis, Dan		
407 S Michelle Ave	Smith and Fleetwood		
407 S Sarah Ave	Robbins #49	X	
408 S Michelle Ave	Collier, Ken		
408 S Sarah Ave	Bennett #47	X	
409 S Michelle Ave	Blevins Family Inv LLC		
409 S Sarah Ave	Woolery		
410 S Michelle Ave	Jennings #45		X
410 S Sarah Ave	Bartow		
411 S Michelle Ave	Tolbirt		
411 S Sarah Ave	Barnett Jr		
412 S Sarah Ave	Carter #41	X	
413 S Sarah Ave	Marion #40		X
414 S Michelle Ave	Blevins Family Inv LLC		
414 S Sarah Ave	Blevins Family Inv LLC		
415 S Sarah Ave	Austin		
416 S Sarah Ave	Sullivan		
466 S Caroline Ave	O'neal		
471 S Caroline Ave	Doubet and Blackwell		
478 S Caroline Ave	Klein	X	
490 S Caroline Ave	Palmer		
501 S Sarah Ave	Brimhall		
502 S Caroline Ave	Maggio etal and Ussary		
502 S Sarah Ave	Willis		
503 S Sarah Ave	Williams		
504 S Sarah Ave	Bockman and Madche #57		X
505 S Sarah Ave	Family TR, Pawlowski #58		
506 S Sarah Ave	Dhondt #59	X	
511 S Caroline Ave	Reed #60	X	X
516 S Caroline Ave	McCool and Rensch		
525 S Caroline Ave	Franks #64	X	
530 S Caroline Ave	Battles		
539 S Caroline Ave	Parrino #66		X
1001 W Broad St	Bradley #12		X

1003 W Broad St	Lane		
1005 W Broad St	Morehouse		
1007 W Broad St	Willadsen		
1009 W Broad St	Cross	#16	X
1101 W Broad St	Smith	#17	
1117 W Broad St	Tanner	#18	X
1118 W Broad St	Brooks - C & R - B Properties		
1135 W Broad St	Blocker		
1140 W Broad St	R Carlson Properties LLC		
1151 W Lois Ln	Blevins Family Inv LLC		
1157 W Lois Ln	Blevins Family Inv LLC		
1159 W Broad St	Pycke		
1162 W Broad St	Brooks - C & R - B Properties		
1167 W Penny Ln	Childs	#22	X
1169 W Lois Ln	Yeokum		
1183 W Broad St	Watson	#24	X
1184 W Broad St	Bell	#25	X
1186 W Lois Ln	Arnold		
1187 W Lois Ln	Christenson	#27	X
1208 W Lois Ln	Blevins Family Inv LLC		
1211 W Broad St	Yocum	#28	X
1216 W Broad St	Christensen	#29	X
1221 W Lois Ln	Blades		
1240 W Broad St	Blevins Family Inv LLC		
1243 W Broad St	Gibson	#31	X
1253 W Lois Ln	SOLD 8/2/2021 - COUNTY RECORD HAS NOT UPDATED		
1267 W Broad St	McCarty		
1268 W Broad St	Blevins Family Inv LLC		
1271 W Lois Ln	Blevins Family Inv LLC		
1292 W Broad St	Burgess		
1295 W Broad St	McConnell		
Total		12	9

July 12, 2021 Savannah Heights Annual Meeting Update

The Secretary and Treasurer Position are not official because of the tie. All other ballot votes are official. The ballot consisted of the following and the results are:

Budget

Increase annual dues by \$20 to \$75 YES-6 NO-10

Board Officers

Vote or write in candidate for the following:

President: Wyatt Jennings- 4	write in- Josh Burgess 1, Melissa Gibson-1
Vice President: Evan Watson- 4	write in- Chris Christensen-1
Treasurer:	write in-Josh Burgess-1, Chris Christensen-1
Secretary:	write in-Josh Burgess-1, Delaney Yocum-1

The board has been working with the City of Republic Department of Public Works. Our streets were not swept after shooting fireworks because the cities sweeper is inoperable. The part needed has been on order for a month, and no time line is known of its arrival. Once repaired, the city will sweep our streets. Republic also has a handicap sidewalk initiative in progress. We have asked the city to inspect the handicap apron at the corner of Nicole and Sarah, and the clogging manhole at the end of W Broad St. They have responded, and it is on their calendar.

Note: All the lots have been sold in the neighboring subdivision \$50K each

We also have a list of volunteers with tools that can assist neighbors with a genuine need. Especially homeowners moving in, that may need short term or one time help. Nowadays life can get on top of you in an instant. Many hands make light work.

Transitioning from Developer to homeowners has caused a calamity. In a perfect world, we would all be committed to the community and help develop community enthusiasm, so we can all live a life of fruitfulness and well-being.

We all have free will and the same amount of time each day. The difference is what you do with it. It is also important what standpoint you use to interpret circumstances.

Please take the time to read and understand the following information.

If you have questions or concerns please notify Wyatt, Evan, or Maples Properties.

The Property Owners Association (POA) is a non-profit organization governed by Missouri Statutes and Federal Laws. It also has its own Covenants, Conditions, and Restrictions (CCR) and by-laws to be considered. Savannah Heights CCR's, and By-laws have minimal verbiage, so we use Missouri State Statutes or Federal Laws for compliance.

The Property owners association is an assurance policy against property depreciation. Yes, some individuals feel slighted, because they did not receive what was promised by the realtor or contractor and see no use for a POA. It is not a good idea to let the past control our future. All communities deteriorate and over time have broken sidewalks, overgrown trees, and brush. Broken down cars, eighteen wheelers in driveway, and there is nothing worse than a bad neighbor. There are far more positives than negatives with an active POA (we could use ideas/help)!

Homes that were bought seven or eight years ago where half of today's cost to purchase the same home. Those individuals gained equity through the market and are not overly concerned about the future value of their home. Newer homeowners have invested at least twice as much into their homes and should have a real interest/need to maintain that value.

The POA is recognized by Federal, State, and City governments and have entitlements within each organization.

Melissa Gibson submitted a request to dissolve the POA. The board understands the intent and accepted the document and its entirety. We can now hold a special meeting to address only the issue of dissolving the POA as stated in the CCR's. The meeting will take place August 19, 2021, at the community center 711 Miller Rd Republic, MO. 7:00-7:30.

Below are a few things that will happen if the POA dissolves:

FUNDS:

Continue contract with Maples Properties until contract expires in December.

Pay Maples properties to file 2021 taxes for Savannah heights POA.

All homes with liens remain in place. State of Missouri has procedures for this.

File Liens on existing delinquent accounts.

NOTIFY:

City of Republic, Savannah Heights Property Owners Association is dissolving

Secretary of State to dissolve the POA.

VOTING:

We are making this as easy as possible to vote.

Please note the following guidelines:

One vote per property address.

Ballot must have printed Name and address and must be signed.

Ballot must be filled out entirely to be counted.

Circle YES or NO.

Three ways to turn in Ballot

- 1) Bring Ballot to meeting and participate in vote count.
- 2) Mail ballot to: Maples Properties (Ballots must be received no later than 5PM on Aug16, 2021)
C/O Savannah Heights POA
3032C South Fremont Ave, Suite 100
Springfield, MO 65804
- 3) Place ballot in Black Box at corner of Michelle Ave & W Broad or S Caroline & Nicole.

SAVANNAH HEIGHTS

August 19, 2021 Ballot (#1)

Please Print name and address

NAME:

ADDRESS:

SIGNATURE:

Would you like to see the Savannah Heights POA dissolved? YES NO



**PLEASE
VOTE**



Savanah Heights

HOA MEETING

August 19th, 2021

at

7:00PM-7:30PM

711 Miller Rd

Republic, MO

Come Vote to Dissolve the HOA!



Savannah Heights Property Owners Association Meeting

Location: 410 S Michelle Ave, Republic MO 65738

Date: July 16, 2021

Attendees: Wyatt Jennings, Evan Watson

Time: 6 PM

I. Call to order

Wyatt Jennings called to order the regular meeting of the Savannah Heights Home Association at time on date at location.

II. Roll call

Evan Watson conducted a roll call. The following persons were present: Evan Watson-Vice President, Wyatt Jennings- President

III. Approval of minutes from last meeting

Evan Watson

IV. Open issues

- a) Seek individuals for HOA design team, individuals should have a working knowledge of general construction, codes and permit processes. Mr. Morehouse withdrew his request to be secretary and part of the design committee.
- b) Seek additional members for the board and activities
- c) One informational sign left. Will ask to have it placed on S. Caroline Street.
- d) Discover additional information that can be placed on the portal that will help/educate property owners. Invite various homeowners to future meetings.

V. New business

- a) Count votes and provide the information to homeowners

- b) Melissa Gibson submitted a request to dissolve the Property Owners Association consisting of approximately forty-seven signatures.
- c) Review and address annual meeting roundtable discussion. Determine if board need to have follow up response for any issues.

VI. Adjournment

Wyatt Jennings adjourned the meeting at 7 PM.

Minutes submitted by: Wyatt Jennings

Minutes approved by: Evan Watson

Savannah Heights Subdivision

11/20/2020

We / I agree on the removal of the HOA of Savannah Heights Subdivision. We have not seen any changes in the past and don't feel that there will be a positive change in the future. We don't need board members or any fees for our community.

= 45 yes
= 6 no

51 homes
177 homes

	Name :	Address :	Phone #	Signature :	Email :	Yes or No
1	Linda Marion	413 S. SARAH	647-5047	Linda Marion		No
2	Elizabeth Sowards	414 S. Sarah	475-5975	Elizabeth Sowards		Yes
3	Charles Barnett	411 S. Sarah	379-0665	Charles Barnett		Yes
4	Don Doman	406 S. Sarah	844-3795	Don Doman		No
5	Jim Balah	505 SARAH	262-4121468	Jim Balah		Yes Yes
6	Robert S. Bell	1184 W. Broad St	417-496-2090	Robert S. Bell		Yes
7	Web Freeman	409 Michelle	630-356	Web Freeman		No
8	Emily Fitzgerald	405 S. Michelle	417-840-3302	Emily Fitzgerald		No
9	Lona Hawthorne	407 S. Michelle		Lona Hawthorne		No
10	Andy Wilkins	1007 W. Broad	417-7810	Andy Wilkins		Yes
11	Zade Seiden	405 S. Sarah	417-7651473	Zade Seiden		Yes
12	Michael Smith	1141 W. Broad St	254-773-7717	Michael Smith		Yes
13	Chamber McDaniel	1295 N. Broad	417-7014421	Chamber McDaniel		Yes
14	John Torbert	411 S. Michelle	417-576-0770	John Torbert		Yes
15	Samie Williams	503 S. Sarah	417-521-2816	Samie Williams		Yes
16						
17						
18						

10 yes
5 no

Savannah Heights Subdivision

11/20/2020

We / I agree on the removal of the HOA of Savannah Heights Subdivision. We have not seen any changes in the past and don't feel that there will be a positive change in the future. We don't need board members or any fees for our community.

Name :	Address :	Phone #	Signature :	Email :	Yes or No
1 Rodney Pettigrew	502 S SARAH AVE	417 838 4877	<i>[Signature]</i>		Yes
2 Robin Thonot	506 S Sarah Ave	474 590 993	<i>[Signature]</i>		Yes
3 Sarah Michelle	504 S. Sarah Ave	417 543 494	<i>[Signature]</i>		Yes
4 LAKE FORD	530 S. CAROLINE	417 763 7381	<i>[Signature]</i>		Yes
5 Caroline Thonot	464 S. Caroline Ave	417 880 2791	<i>[Signature]</i>		Yes
6 Michael Black	471 S Caroline	417 350 3887	<i>[Signature]</i>		Yes
7 Deb Franks	525 S. Caroline	319 340 8957	Deb Franks	mariafranks520@gmail.com	Yes
8 Dan Farns	"	319 390 0234			Yes
9 Philip Barrine	539 S. Caroline	501 837 3715	<i>[Signature]</i>		Yes
10 E. L. Woolley	409 S. Caroline	417 315 6165	<i>[Signature]</i>	eric.woolley@gmail.com	Yes
11 Kay Carter	412 S. Caroline	417 844 5847	Kay C		Yes
12 Richard Bennett	409 S. Caroline	417 031 1754	<i>[Signature]</i>		Yes
13 Leon R. Roberts	407 S. Caroline	417 840 2700	<i>[Signature]</i>	LDONNE10912@gmail.com	Yes
14 Steven Lane	1003 W. Broad St.	513 247 0557	<i>[Signature]</i>		Yes
15 Garry Dine	1001 W. Broad St.	513 923 5	<i>[Signature]</i>		Yes
16 Cheryl Carpenter	408 S. Michelle Ave				Yes
17 Pete Nichols	406 S. Michelle	7611 640 7145	<i>[Signature]</i>	jrichols707@gmail.com	Yes
18 Amber Tanner	1177 W. Broad St	417 241 5584	<i>[Signature]</i>		Yes

18 yes

Savannah Heights Subdivision

11/20/2020

We / I agree on the removal of the HOA of Savannah Heights Subdivision. We have not seen any changes in the past and don't feel that there will be a positive change in the future. We don't need board members or any fees for our community.

Name :	Address :	Phone #	Signature :	Email :	Yes or No
1 CHAS CHASTON	1216 W BROAD ST	(970) 222-497	<i>Chas Chaston</i>	CDI1985@comcast.net	YES
2 Chris Abney	1240 W. Broad St	417-425-568	<i>Chris Abney</i>	AmAbney@gmail.com	YES
3 Danny Tocum	1211 W Broad St	417-844-0785	<i>Danny Tocum</i>		YES
4 Michael Tucker	1268 W Broad	9137473282	<i>Michael Tucker</i>		YES
5 Melissa Gibson	1243 W Broad	417-980-9086	<i>Missy Gibson</i>	mgibson@comcast.net	YES
6 Jesse Blades	1221 West Lois Lane	417-849-2816	<i>Jesse Blades</i>	TPB@comcast.net	YES
7 Stan Blades	1253 W Lois Lane	417-414-7002	<i>Stan Blades</i>	1961@comcast.net	YES
8 Jason + Trish Holt	1211 W Lois Ln	417-404-2224	<i>Jason Holt</i>	holts@comcast.net	YES
9 Amanda Paulicki	1208 W Lois LN	417-559-4481	<i>Amanda</i>		YES
10 Sosh Burgess	1292 W Broad St	417-629-1167	<i>Sosh Burgess</i>	soshburgess@comcast.net	YES
11 Chad Yeckum	1169 W Lois Ln	417-844-2102	<i>Chad Yeckum</i>		YES
12 Karen Klein	478 S HARRINE	417-112-9591	<i>Karen Klein</i>	1129@comcast.net	YES
13 Matt Speer	1157 W Lois Ln	661-755-5911	<i>Matt Speer</i>		YES
14 Jack Childs	1167 W. Penny Ln.	417-124-5531	<i>Jack Childs</i>		YES
15 K. Reese	211 S. CALLOWAY	417-888-8888	<i>K. Reese</i>		YES
16 L. Harna	416 S Sarah Ave	817-1905	<i>L. Harna</i>		YES
17 Ray Johnson	501 S Sarah	408-0491	<i>Ray Johnson</i>		YES
18 Greg Jones Austin	4108 S Sarah	693-7654	<i>Greg Jones</i>	gregjones@comcast.net	YES

gmail.com

17 yes
1 no

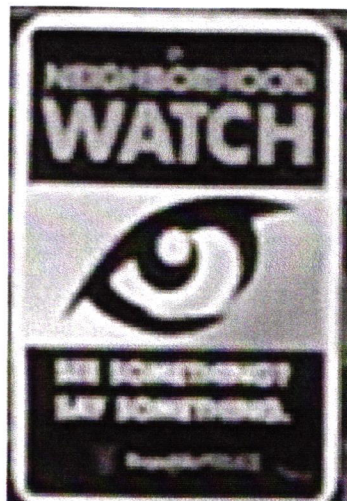


REPUBLIC POLICE

REQUIREMENTS FOR A NEIGHBORHOOD WATCH GROUP TO REMAIN ACTIVE

The following criteria must be met, for a Neighborhood Watch group to remain **ACTIVE**

- Maintain 20% participation of the number of households within the NW group borders who have attended the Phase 1 Neighborhood Watch training. (**only 1 person per households counts toward percentage**).
- The Neighborhood Watch group must have at least two neighborhood functions a year, such as:
 - Participate in the city-wide Neighborhood Night Out in August (1st Tuesday)
 - A neighborhood block party
 - A neighborhood clean-up event, etc.
 - A neighborhood garage/yard sale
- Submit a new registration/application each calendar year to the Republic Police Department





Savannah Heights Homeowners
Association
3032C S. Fremont Ave
Springfield, MO 65804

June 18, 2021

Savannah Heights Association Member

Dear Homeowner,

We have scheduled our annual Savannah Heights Property Owners Association meeting and hope you will participate. Each meeting more and more people have turned out, so please continue to do what you can to make it. We have things happening and we need everyone plugged in to be aware or actively participate in the community planning.

Attached is the agenda for the night. Be mindful voting for board positions will take place, Evan and Wyatt will be running. Feel free to campaign for any position.

The board has taken various opportunities and talked with individuals one on one. We are very thankful for the individuals that took the time to reach out to us with the ideas and the feedback. We are hopeful that other individuals will sit down with us and discuss a way forward for Savannah Heights. Anyone can request to meet with the board, if you have concerns please contact us.

Respectfully Yours,

**Savanna Heights Association
Board Members**

July 12, 2021

2021 Savannah Heights POA Annual Meeting agenda Notes

Introduction 6:30-6:35 Wyatt

1) Welcome all homeowner's especially new homeowners to community, introduce board and Staci of Maples property.

Year in Review/ how things are working 6:35-6:45

- 1) Identified common areas that the POA should be responsible for
 - a. Roads belong to city and POA is working with city in a joint maintenance effort to reduce future capital improvement cost
 - i. POA sprayed weeds along streets, driveway sidewalk and curbing
 - ii. Requested the city of Republic to inspect streets and evaluate handicap ramp at intersection Nicole and Sarah. They will also evaluate the clogging of the manhole at the end of W Broad St.
 - iii. City is also responsible for cleaning the streets
 - b. Mailboxes are considered community property and should be maintained by the POA.
 - c. Board is informing property manager when a home goes on the market for sale and when the home has closed. Realtor advertises home has POA and its cost to potential buyers. New homeowner receive a welcome letter from the POA through the property manager.
 - d. Briefly talk about new development (Ron Steinger/ Murney & Associates) developer

6:45-6:55 (Educate) Evan

- 2) Maples Properties (Staci) has a portal enabling homeowners to communicate to the property manager and they communicate information to the board. Portal has many uses such as;
 - a) Homeowners can submit projects needing POA acknowledgement
 - b) Communicate to the board (includes decision making)
 - c) Make payments
 - d) Volunteer
 - e) Conduit for communication /provide educational and general information

POA Mission 6:55-7:05 Wyatt

- 1) Build community roots, enable members to have say and to be heard, expand neighbors relationships and maintain the Declarations of Covenants, Conditions and Restrictions (Educate and Regulate)
- 2) Work toward Savannah Heights being a crime free safe neighborhood for residents
- 3) Work with government, and community officials in an effort to be a quality community

2021 Budget Review 7:05-7:10 Evan

- 1) Explain the amounts that were debited and credits
 - a) Property Manger
 - b) Insurance
 - c) Taxes
 - d) Operating cost-mailing, printing, violation letters, misc. (if asked....)

2) 2022 Budget Request (All)

- a) Board request dues be approved for \$75 a year with no increase for 2023 budget
 - 1) Individual Flags for mail boxes and maintenance of community property
 - 2) POA will host spring and fall clean-up our areas of concern will be trees, shrubs, streets, and sidewalks.

Voting and installation of Board 7:10- 7:20 (All)

- 1) Identify individuals to fill positions and vote
 - a) President
 - b) Vice President
 - c) Secretary
 - d) Treasurer

Open Questions/ Roundtable 7:20 (All)

Adjournment 7:30 PM (All)



Savannah Heights

YOUR LOGOTYPE

Enforcement Notification

May 13, 2021
Homeowner
Savannah Heights Subdivision

Dear Friend,

Our community has recently lost and will be losing relationships with some really awesome individuals and families. We would share the names but it would be upsetting to leave someone out. Homes have been sold and people are relocating to larger homes, home with more accessibility and less maintenance, or closer to family. (Savannah Heights POA) would like to take this opportunity to thank all the families that went through life with us, no matter how long, one year or fifteen. We are also looking forward to the new relationships that are on the horizon.

Recovering from 2020 we are putting our best foot forward by sending out welcome letters to the new homeowners and encouraging them to plug directly into the POA. Recently the board has been challenged on the need to maintain and reestablish community values with adequate enforcement of the Savannah Heights Covenants, Conditions and Restrictions (CCR's). (Found on portal)

Below are a few commonly discussed compliance items from the CCR's. Please read the full document for details.

- 1) Trash receptacles can be out for the day of collection and then must be stored in the garage or behind a fence and out of sight of neighboring homes
- 2) Keep all grass shrubs, trees, and plants neatly trimmed and free of trash, weeds and other unsightly material.
- 3) No structures (fences, swimming pools, building, etc.) can be installed/constructed without approval from design Committee.
- 4) Trailers, boats, campers, recreational vehicles must be parked in a garage or stored in an offsite location.
- 5) Inoperable vehicles must be parked in the garage or at an off-site location
- 6) Keep the yard free of trash debris, or other unsightly material.

If you are interested in setting up your account portal, please send your telephone number and email address to shoffman@maplesproperties.com

Respectfully Yours

Savannah Heights Board

[OFFICE ADDRESS]

[PHONE NUMBER]

[EMAIL]

Savannah Heights

Property Owners' Association

March 4, 2021

Dear Homeowner,

We want to take the opportunity to say hello and share our progress.

In the past year, the Savannah Heights Property Owners' Association (POA) has transitioned from the developer to the homeowners. We have contracted with Maples Properties to assist and provide guidance to the board. Additionally, members of the community have launched a Facebook page as a homeowner communication tool. There are also two drop boxes located at the intersection of Michelle Ave & Broad St and Caroline Ave & Nicole for communication with the Board.

We hope you have appreciated the Board's efforts to engage the community in activities such as the potluck dinner. We have also held three different community meetings and reached out to homeowners directly to share information and hear your ideas. We are still working through challenges and understand there have been frustrations with various issues. While we have yet to establish a common vision for our community, we want to continue to build relationships amongst homeowners and provide opportunities to work together. In efforts to do so, we would like to host a spring and fall spruce up, and possibly establish a neighborhood watch program.

This letter also serves as an invitation for homeowners to be involved and share in the decision-making for our community. We have opportunities for homeowners to serve on the Board of Directors and the Design Committee which reviews project requests from homeowners. We need at least 3 volunteers to fill these positions. If you are interested in helping with the community activities or serving on the Board or Committee, please email wyattegeo@yahoo.com or ewatson0216@gmail.com. You can also share your name on Facebook, submit your name to Maples Properties, or use the drop box.

We are planning for the Annual Meeting and will send notification of the date, time, and location once it is set. We have been operating on a small budget and have come a long way toward building a strong community association. We look forward to working with everyone and value your ideas, feedback, and participation.

Warm Regards,

Savanna Heights Board Members

SEND PAYMENT TO

INVOICE DATE

Savannah Heights POA

3032C S. Fremont

Suite 100

Springfield, MO 65804

(417) 883-9100

maplesproperties.com

March 02, 2021


**MAPLES
PROPERTIES**

Please address billing disputes and written inquiries to Savannah Heights POA, 3032C S. Fremont, Suite 100, Springfield, MO 65804. For other questions, call (417) 883-9100

INVOICE FOR

REPUBLIC, MO 65738

TOTAL AMOUNT DUE

Please pay this amount by 3/4/2021

\$55.00

PAY THIS BILL ONLINE AT

<https://maplesproperties.appfolio.com/connect>

DATE	DESCRIPTION	TIME PERIOD	AMOUNT	BALANCE
CURRENT & UPCOMING CHARGES				
01 APR	DUES	APRIL 2021	\$55.00	\$55.00

Please make checks payable to **Savannah Heights POA**.

Payment is **due** on or before **April 1st, 2021**. Late fees and interest will be applied to any outstanding dues after April 30th, 2021. Failure to pay dues may result in a lien being placed on the property per the Declaration of Covenants, Conditions, and Restrictions of the Savannah Height subdivision.

If you have set up your online account, you can access it at appfolio.com, and select "Online Portal Login" from the login menu. If you need to set up your online portal, please email shoffman@maplesproperties.com, or call 417-883-9100.

Please note: Charges will not show on your online account until 15 days prior to the due date. Payments will show as a credit until the charge posts to your account. There is no cost to pay online from your checking account with an E-Check. The software does charge a convenience fee on credit and debit cards.

11-11-11

Savannah Heights Property Owners Association (POA)

What we have to offer

BOARD INVOLVEMENT

The board has a better grasp of what is required or needed for the POA to succeed than a year ago. We have spent numerous hours of our time and hundreds of our personal dollars reaching out to the Savannah Heights Community. This was not ideal for a non-profit organization, but we felt it was necessary to help our community succeed. A hand full of individuals and property owner support and participation are needed to ensure the POA has a solid foundation to move forward. Without going into detail a few items to be addressed are:

- **Being Available-** Individuals affiliated with the board, in-house design committee, or activities committee can be reached through the management portal. Face-to-face meetings are available with prior arrangements.
- **Community Activities-** We would like to see community activities such as spring and fall clean-up. The POA board can coordinate the event and possibly provide trash bags, trucks, trailers, or volunteers to help our neighbors.
- **Identifying and Correcting Noncompliance-** 1) Identify noncompliance. 2) Notify owner, and give a reasonable amount of time to make correction. 3) If corrections are not made, the board may make the correction at the expense of the property owner per the covenants, conditions, and restrictions. Buildings and properties deteriorate over time, but we can work to maintain our community for many years to come and protect our property values.
- **Community Events-** If the City of Republic sponsors a Springfield Cardinals baseball game, maybe several of the Savannah Heights homeowners can go as a group? There are several families that enjoy golf; maybe we can get a few teams to go out and have some fun. What about tailgating and pot luck up and down the sidewalk?
- **Neighbors-** Knowing and having good neighbors is very important. Feel free to reach out if you have ideas or desires for the community. We are better together!
- **Support-** Most of us have tools and different skills we can share with our neighbors. We are doing that now on a smaller level.
- **TIP-** The first step to a great lawn is to kill the weeds.

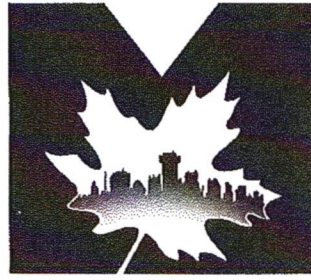
SAVANNAH HEIGHTS PROPERTY OWNERS ASSOCIATION (POA)

What we have to offer

PROFESSIONAL PROPERTY MANAGEMENT

We recently began working with Maples Properties. Our Board of Directors, with support and ideas from homeowners, continues to make the decisions for our community. Our management company helps carry out those items. They also provide accounting, general oversight, and consulting. Below are a few of the things your dues go toward:

- **Owner Account Portal-** This software allows each owner to have online and mobile access to pay dues, communicate with the management company, submit projects for architectural review, report violations, and view documents, including the Covenants, Conditions, and Restrictions and By-Laws of our association. This is more efficient and saves on cost for printing and mailing. If you are interested in setting up your account portal, please send your telephone number and email address to shoffman@maplesproperties.com.
"STACI" MAPLES PROPERTY
1.417.883.9100
- **Documentation and Support-** Our management company provides monthly financial statements, technical support, and administrative support for the association.
- **Listed Homes-** When a home is placed on the market to be sold, Maples answers questions from agents, buyers, lenders, or closing agents to ensure information about the POA is available to the new buyer. Once a home closes and they are notified of the new owner, Maples provides a welcome letter and information regarding access to the account portal. The Covenants, Conditions, and Restrictions and the By-Laws are easily accessible through the portal.
- **Industry regulations –** Maples provides guidance regarding rules and regulations for associations.
- **Annual Meetings-** Maples assists with preparing for and notifying owners about our annual meeting.
- **Stability –** Maples offers stability and consistency for our association. We appreciate their willingness to work with an association of our size and with limited funding.



**MAPLES
PROPERTIES**

SAVANNAH HEIGHTS HOA

For the Month of: **March 2022**

Property No: **2898**

Prepared For:

WYATT JENNINGS-PRESIDENT

WYATTEGEO@YAHOO.COM

EVAN WATSON

EWATSON0216@GMAIL.COM

Prepared By:

MAPLES PROPERTIES, LLC

3032C S. FREMONT, SUITE 100

SPRINGFIELD, MO 65804

417-883-9100

This Report includes:

Income Statement

Balance Sheet

Homeowners Delinquency Report

Homeowners Prepayment Balance

Check Register

Bank Reconciliation Recaps

Bank Statements

Income Statement

Maples Properties LLC

Properties: Savannah Heights POA - 3032C S. Fremont Ave. Ste 100 Springfield, MO 65804

As of: Mar 2022

Accounting Basis: Cash

Level of Detail: Summary View

Include Zero Balance GL Accounts: No

Account Name	Selected Month	% of Selected Month	Year to Month End	% of Year to Month End
Operating Income & Expense				
Income				
Total Operating Income	0.00	0.00	0.00	0.00
Expense				
Legal and Accounting Fees	0.00	0.00	27.00	0.00
Legal services	0.00	0.00	1,000.00	0.00
Management Fees	107.50	0.00	247.50	0.00
Property Management Expenses - Postage, Copies, Mileage	0.00	0.00	0.00	0.00
Total Operating Expense	107.50	0.00	1,274.50	0.00
NOI - Net Operating Income	-107.50	0.00	-1,274.50	0.00
Total Income	0.00	0.00	0.00	0.00
Total Expense	107.50	0.00	1,274.50	0.00
Net Income	-107.50	0.00	-1,274.50	0.00

Balance Sheet

Properties: Savannah Heights POA - 3032C S. Fremont Ave. Ste 100 Springfield, MO 65804

As of: 03/31/2022

Accounting Basis: Cash

Level of Detail: Summary View

Include Zero Balance GL Accounts: No

Account Name	Balance
ASSETS	
Cash	
Operating Cash	2,183.63
Total Cash	2,183.63
TOTAL ASSETS	2,183.63
LIABILITIES & CAPITAL	
Liabilities	
Total Liabilities	0.00
Capital	
Appfolio Opening Balance Equity	3,221.15
Calculated Retained Earnings	-1,274.50
Calculated Prior Years Retained Earnings	236.98
Total Capital	2,183.63
TOTAL LIABILITIES & CAPITAL	2,183.63

Homeowner Delinquency (As Of)

Properties: Savannah Heights POA - 3032C S. Fremont Ave. Ste 100 Springfield, MO 65804

As of: 03/31/2022

Delinquency Note Range: All Time

Homeowner Status: Current and Notice

Amount Owed In Account: All

Balance: Greater than 0.00

Unit	Amount Receivable	0-30	30+
Savannah Heights POA - 3032C S. Fremont Ave. Ste 100 Springfield, MO 65804			
██████████	438.69	6.48	432.21
██████████	180.51	2.67	177.84
	619.20	9.15	610.05
Total	619.20	9.15	610.05

Homeowner Prepayment Balance

Properties: Savannah Heights POA - 3032C S. Fremont Ave. Ste 100 Springfield, MO 65804

Homeowners: All

Homeowner Status: Current and Notice

Prepayment Account: 2300: Prepaid Dues

As of: 03/31/2022

Unit Address	Homeowner	Amount
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No data to display

Total

Check Register

Properties: Savannah Heights POA - 3032C S. Fremont Ave. Ste 100 Springfield, MO 65804

Date Range: 03/01/2022 to 03/31/2022

Bank Accounts: All

Payees: All

Payment Type: All

Include Voided Checks: No

Exclude Cleared Checks: No

Bank Account	Check #	Cleared	Check Date	Payee Name	Amount	Check Memo
Savannah Heights Phase I&II Property Owners Assoc						
Savannah Heights Phase I&II Property Owners Assoc	1037	No	03/29/2022	Maples Properties LLC	107.50	

Total 107.50

Maples Properties LLC

Reconciliation Report

Central Bank of the Ozarks

Account Name	Savannah Heights Phase I&II Property Owners Assoc
Account Number	139823478
Ending Statement Date	03/31/2022

Summary

Bank Statement Starting Balance on 02/28/2022	2,361.13
Cleared Deposits and other Increases	0.00
Cleared Checks and other Decreases	70.00
Cleared ACH Batches and Reversals	0.00
Cleared Balance	2,291.13

Unreconciled Transactions

Unreconciled Deposits and other Increases (0 Items)

Total	0.00
-------	------

Unreconciled Checks and other Decreases (1 Item)

Check #1037 - Maples Properties LLC	03/29/2022	107.50
Total		107.50

Unreconciled ACH Batches and Reversals (0 Items)

Total	0.00
-------	------

Unreconciled Payments from ACH Batches Generated after Reconciliation Period (0 Items)

Total	0.00
-------	------

Unreconciled Checks Voided after Reconciliation Period (0 Items)

Total	0.00
-------	------

Unreconciled Receipts Deposited after Reconciliation Period (0 Items)

Total	0.00
-------	------

Receipts Reversed after Reconciliation Which Have Not Been Deposited (0 Items)

Total	0.00
-------	------

Pending Online Receipts Which Have Not Been Deposited (0 Items)

Total	0.00
-------	------

Cleared Transactions

Cleared Deposits and other Increases (0 Items)

Total	0.00
-------	------

Cleared Checks and other Decreases (1 Item)

Check #1036 - Maples Properties LLC	02/22/2022	70.00
Total		70.00

Cleared ACH Batches and Reversals (0 Items)

Total	0.00
-------	------

Cash Accounts

1150: Operating Cash	2,183.63
----------------------	----------

1160: Security Deposit Cash	0.00
-----------------------------	------

Total Cash Balance	2,183.63
--------------------	----------

Less Unreconciled Deposits	0.00
----------------------------	------

Less Unreconciled Receipts Deposited after Reconciliation Period	0.00
--	------

Less Receipts Reversed after Reconciliation Which Have Not Been Deposited	0.00
---	------

Less Pending Online Receipts Which Have Not Been Deposited	0.00
--	------

Plus Unreconciled Checks	107.50
--------------------------	--------

Plus Unreconciled ACH Batches and Reversals	0.00
---	------

Plus Unreconciled Payments from ACH Batches Generated after Reconciliation Period	0.00
---	------

Plus Unreconciled Checks Voided after Reconciliation Period	0.00
---	------

Adjusted Cash Balance	2,291.13
-----------------------	----------

Bank Statement Balance on 03/31/2022	2,291.13
--------------------------------------	----------

In Balance



Central Bank

MEMBER FDIC R.O. Box 4500, Jefferson City, MO 65102
(417) 881-3100

RETURN SERVICE REQUESTED

OSB027001 027 (OSB00)

Effective 05/02/2022, hours at several of our branches will change. Please visit www.centralbank.net/new-hours for further details.

SAVANNAH HEIGHTS PHASE I AND II PROPERTY
OWNERS ASSOCIATION
3032C S FREMONT AVE STE 100
SPRINGFIELD MO 65804-4236

Period 03/01/2022 - 03/31/2022 Page 1 of 1

Web Address www.centralbank.net

M
139823478

Your Financial Summary on March 31, 2022

	Bank Deposits	Totals
Bank Deposit Accounts:		
Checking	\$ 2,291.13	
Bank Deposit Total		\$ 2,291.13
Total Assets:	\$ 2,291.13	\$ 2,291.13

Detailed Explanation of Account Balances and Other Assets

Small Business Checking

No. 139823478	Beginning Balance February 28, 2022	\$ 2,361.13
Checks		
Check No. 1036	Date Paid Mar. 01	Amount 70.00
	Total	-\$ 70.00
	Ending Balance March 31, 2022	\$ 2,291.13

Number of days since last statement/interest cycle 31
Beginning and ending dates for calculation of statement/interest cycle are 03/01/2022 through 03/31/2022
Low ledger balance 2,291.00
Average collected balance 2,291.00
Average ledger balance 2,291.00

End of Bank Deposits



044576-04

11 AUG 2004 07:58:29am



Book: 2004
Page: 044576-04
22 pages

recsmb

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Linda L. Montgomery
RECORDER OF DEEDS

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SAVANNAH HEIGHTS PHASE I SUBDIVISION**

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS FOR SAVANNAH HEIGHTS PHASE I SUBDIVISION, is made and executed by Morelock-Ross Properties, Inc., a Missouri corporation (hereinafter "Developer"), this 15th day of Aug, 2004 (the "Declaration").

WITNESSETH:

WHEREAS, the Developer is owner of certain real property located in Republic, Missouri, which is more particularly described on the attached Exhibit "A", which is hereby incorporated by reference herein, as may be hereinafter added thereto, and shall be referred to as "SAVANNAH HEIGHTS PHASE I" the "Property" or the "Subdivision"; and

WHEREAS, Developer desires to develop the Property, as a controlled development with common areas, and single-family residences, and to provide for the maintenance, improvement and administration of Savannah Heights Phase I and the preservation of the values and amenities of said Subdivision;

WHEREAS, the Property has been approved by the City of Republic as a preliminary plat, and is in the process of being developed; and

WHEREAS, Savannah Heights Phase I (the "Association") shall be duly incorporated under the laws of the State of Missouri, as a not-for-profit corporation to transact any lawful activity, including but not limited to, fostering and promoting the preservation and enhancement of the value, desirability and enjoyment of a sound, safe and decent residential subdivision, in Greene County, State of Missouri, to be known as Savannah Heights Phase I, and any additional phases subsequently added thereto, to enforce the provisions of the Declaration and Bylaws of the Association, as may be amended from time to time, and to perform and exercise any and all rights and powers of the Association provided for therein.

ARTICLE I

DEFINITIONS

The following words and phrases as used in this Declaration shall have the following meanings:

1. **"Association"** shall mean and refer to the Savannah Heights Phase I Property Owners Association, Inc., its successors and assigns.

2. **"Board"** shall refer to the Board of Directors of the Association.

3. **"Builder"** shall mean any builder, contractor, investor or other person or entity who purchases a lot in the Subdivision for the purpose of resale thereof to a public purchaser; or for the purpose of constructing improvements thereon for resale to a public purchaser. Except as stated otherwise in this Declaration, the term "builder" shall not include the Developer.

4. **"Common Area"** shall mean all property owned by the Association whether, real, personal, or mixed, or designed or shown as community area, common area, or as open, detention or drainage area in Savannah Heights Phase I's final plat, as recorded, including any amendments or additions thereto, which shall include but not be limited to the landscaped portion of any street, medians, traffic islands or landscaped areas within any public or private street within the subdivision, or any private street, entry roads, curb and gutter, sidewalk, gates or other improvements within the area which would have been public right-of-way if the streets were public.

5. **"Corner Lot"** shall mean any lot which abuts other than at its rear line upon more than one street or common area.

6. **"Declaration"** shall mean the covenants, restrictions and conditions and all other provisions set forth in this entire Document, as amended from time to time, together with any supplemental Declarations which may be recorded by Developer.

7. The **"Design Committee"** shall mean the design committee created in accordance with Article III, Section 2 of this Declaration, as amended from time to time.

8. **"Developer"** shall mean Morelock-Ross Properties, Inc., a Missouri Corporation, its successors and assigns.

9. **"Lot"** shall mean any parcel of real property designated as a lot on any recorded plat of the Subdivision, or any additions thereto, with the exception of the Common Area.

10. **"Member"** shall mean a Member of the Association.

11. **"Owner(s)"** shall mean and refer to 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.

12. **"Person"** shall mean a natural individual or any other legal entity with the legal right to hold title to real property.

13. **"Plans and Specifications"** shall mean any and all documents designed to guide or control the improvement, or other proposal in question, including but not limited to those indicating size, shape, location, configuration or materials, all site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevations drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the improvement or proposal in question.

14. **"Pool Area"** shall mean that portion of the Common Areas, if any, where a pool and surrounding recreational grounds is located.

15. **"Project"** shall mean all real property concurrently herewith or in the future submitted to this Declaration and any improvements now or hereinafter constructed thereon.

16. **"Property" or "Properties"** shall mean and refer to that real property described on the attached Exhibit "A", being developed as in Greene County, Missouri, and any additional real property which shall be made subject to these covenants as provided herein (sometimes hereinafter collectively referred to as "Savannah Heights Phase I Subdivision").

17. **"Public Purchaser"** shall mean the first person or other legal entity other than the developer or builder who becomes an owner of any lot within the Subdivision.

18. **"Rules"** shall mean and refer to those rules and regulations as passed and promulgated by the Association, or the Board on acting on behalf thereof, under the authority granted by this Declaration, by a Supplementary Declaration, Articles of Incorporation or Bylaws of the Association.

19. **"Single Family Residence"** shall refer to a structure containing one dwelling unit only and occupied by not more than one family.

20. **"Subdivision"** shall mean the Savannah Heights Phase I subdivision and any additional phases added thereto.

21. **"Subdivision Plat"** shall mean a recorded plat covering any or all of the property referred to in this declaration or annexed thereto.

22. **"Supplemental Declaration"** shall mean any declaration of covenants, conditions and restrictions which may hereafter be executed and recorded pursuant to Article II, Section 2 hereof.

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

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

1. **Existing Property.** The real property which is and which shall be held, transferred, sold, conveyed, encumbered and occupied subject to this Declaration is located and situated in Greene County, Missouri, and more particularly described on the attached Exhibit "A", which is incorporated herein by reference.

2. **Additions to Existing Property.** Additional lands may become subject to this Declaration in the following manner:

(a) 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 these restrictions 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 of any common street of property already subject to these Restrictions. Under no circumstances shall this Declaration, or any Supplemental Declaration, bind the Developer, its successors or assigns, to make the proposed additions or to adhere to any plan of development in any subsequent phase of development, or in anyway preclude the Developer, or its successors or assigns, from conveying the land referred to in its plan of development, but not having been made subject to this Declaration, or supplemental Declaration as provided herein, free and clear of such plan, as well as free and clear of this Declaration or any Supplemental Declaration.

(b) The additions authorized hereunder shall be made by filing of record in the Greene County Recorder of Deeds a Supplemental Declaration with respect to the additional property which shall extend the plan of this Declaration to such property, and the owners, including the Developer, of lots in such additions, shall immediately be entitled to all privileges, and be subject to all of the obligations, herein provided. This Declaration and any Supplemental Declarations are hereby declared and agreed to be in furtherance of a general plan of subdivision, improvement and sale of said real property and are established for the purpose of enhancing the value, desirability and attractiveness of said real property and every part thereof. All of this Declaration shall run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Developer, the Association, and all owners and successors in interest.

ARTICLE III

DESIGN COMMITTEE

1. **Membership.** From the effective date of this Declaration to that point in time when the Developer relinquishes its right of design control over this entire project, the Developer shall be the Design Committee. The Developer may appoint such person or persons to affect this design control function on its behalf. Developer may relinquish its right of design control over the entire project by serving a 90 days written notice to the Board of Directors its desire to do so.

After Developer relinquishes its right of design control over this entire project, the Association's Board of Directors shall comprise the Design Committee unless the Board shall see fit to delegate this function to Committee.

2. **Design Committee Function.** No structure, whether residence, accessory building, mailbox, awning, swimming pool, fence, wall, lot, drainage works, exterior area lighting or any other improvement whatsoever shall be constructed, reconstructed, repaired or maintained upon any lot, and no alteration to the exterior of a structure shall be undertaken unless complete plans, specifications and plot plans therefore 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 approved in writing by the Design Committee and a copy of such plans, specifications and plot plans as finally approved shall be deposited with the Design Committee. The Design Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the properties conform to and harmonize with the existing surroundings and structures.

3. **Liability.** The Design Committee shall not be liable for damages to any person who has submitted a request for approval by reason of any action, failure to act, approval or disapproval, or failure to approve or disapprove such request.

4. **Restrictions on Builders.** The Developer reserves the right to implement and enforce such rules, regulations and policies as may be reasonable and necessary during the developmental stage of the project regarding the original construction of improvements within the project. Any builder constructing improvements within the project shall be bound by such rules, regulations and policies as though the same were set forth herein.

ARTICLE IV

PROPERTY RIGHTS AND OBLIGATIONS

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 provisions contained in this Declaration, any Supplemental Declarations, Articles of Incorporation, Bylaws and Rules promulgated by the Association.

2. **Owner's Obligation.** Each owner of a Lot subject to the provisions contained in the Declaration, any Supplemental Declarations, Articles of Incorporation, Bylaws and Rules promulgated by the Association shall have a continuing obligation to preserve, protect and maintain the Common Area, including Common Area fences, in accordance with this

Declaration, any Supplemental Declarations, the Articles of Incorporation, Bylaws and Rules promulgated by the Association.

ARTICLE V
SAVANNAH HEIGHTS PHASE II PROPERTY OWNERS ASSOCIATION

1. Organization.

(a) The Association shall be a not-for-profit corporation organized and existing under the general not-for-profit corporation law 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, Bylaws, this Declaration and any Supplemental Declarations.

(b) 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 of Incorporation and the Bylaws.

2. Powers and Duties of the Association. The Association shall have such rights, powers and duties as set forth in the Articles and Bylaws.

3. Rules. By majority vote of the Board, the Association may from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations covering 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 Bylaws. 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 enactment, said rules shall have the same force and effect as if they were set forth in and were part of this Declaration.

4. Personal Liability. No member of the Board of Directors or any committee of the Association, or any officers of the Association shall be personally liable to any owner, builder, 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 Design 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 such person, acted in good faith, without willful or intentional misconduct.

5. Responsibility for Common Areas. The Association shall have the responsibility for maintaining the Common Areas, including the Common Area fences, if any, and shall be responsible for the payment of taxes (if any) and insurance on the Common Areas. In this Declaration, the term "Common Area fences" shall include boundary fences that separate public streets or property from private property or common area.

6. Indemnification of Developer by Association. The Association hereby agrees and

covenants to indemnify the Developer from any and all claims for personal or property damage which may result from the use, ownership, possession, control or maintenance of the Common Areas, including any drainage detention area, and hold Developer harmless therefrom on a continuing basis. To this end, the Association shall purchase and maintain a policy of general liability insurance naming the Developer as an additional insured, which policy shall have minimum limits of \$3,000,000 per occurrence and aggregate. Developer reserves the right to demand proof of compliance with this insurance requirement.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

1. **Membership.** 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 or persons or entities owning Lots. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment of the Association.

2. **Voting Rights.** There shall be two (2) classes of Members entitled to vote on issues or actions to which the Members shall be entitled to vote as provided herein.

(a) Class A Members shall be all those owners of Lots within the Savannah Heights Phase I Subdivision, and any additional phases of property added thereto, except the Developer. Within the Class A Members, each Lot shall entitle the Lot Owners, regardless of the number of owner(s), to one vote. If any Lot is owned by more than one Class A Member, a majority of such Class A Members shall determine how any such vote shall be cast. In the event a majority cannot be obtained as to the direction such vote shall be cast then the Association shall determine how such vote shall be cast.

(b) The Class B Member shall be the Developer, its successors and assigns. The Class B Member shall be entitled to the total number of votes which, when added to the total number of Class A votes, shall equal fifty-one percent (51%) of the total votes entitled to be cast by the Class A and Class B Members together. For example, if there were 49 Class A votes entitled to be cast on an issue or action to be taken, the Class B votes would equal 51. In the event of a fractional interest in regard to the number of votes Developer would be entitled, any such fractional interest shall be rounded up to provide an even number of votes (i.e. Class B 93.3 votes - round to 94) even if such rounding would cause Developer to have more than fifty-one percent (51%) of the votes entitled to be cast.

3. **Management of Association.** Members shall have no rights to manage the business affairs of the Association except as provided in the Articles of Incorporation and Bylaws. The management of the Association shall be vested entirely in the Board of Directors as provided in said Articles of Incorporation and Bylaws.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

1. **Creation of the Lien and Personal Obligation of Assessments.** Each Lot within the Savannah Heights Phase I Subdivision and any additional phases or property added thereto shall be subject to assessment and each Class A Member by acceptance of a deed and Lot(s), whether or not it shall be so explained in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements; (3) Initial Annual Assessment; and (4) such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's 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 reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to said owner's successors in title unless expressly assumed by them, but, nevertheless, the lien above mentioned arising by reason of such assessment shall continue to be a charge and lien upon the land as above provided.

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 Members in the Subdivision and any additional phases or property added thereto. Such purposes shall include, but shall not be limited to, and the Association's rights and powers shall include (in addition to the rights and powers set forth in this Declaration and in the Association's Articles of Incorporation and Bylaws) provision for the improvement, construction, repair, maintenance, care, upkeep, and management of the Common Areas and the improvements and facilities thereon, including Common Area fences and boundary fences; and, further, shall include the payment of any taxes and assessments, if any, which may be assessed and levied upon any property owned by the Association, together with all other costs and expenses related to the management and maintenance of the Common Areas. Nothing contained herein shall limit the Association's rights and powers granted in this Article or granted elsewhere in this Declaration and the Articles of Incorporation and Bylaws of the Association.

3. Annual Assessment.

(a) There shall be no annual assessment for 2004. The initial annual assessment per Lot shall be set and assessed by the Association at such time as it determines in its sole discretion to be necessary to further the purposes and interests of the Association. The initial annual assessment shall not exceed \$50.00. Only Class A Members shall be subject to assessment. The Class B Member shall pay no assessments. A builder shall pay annual assessments in an amount equal to one-half (1/2) of the assessment payable by a Class A Member, provided, however, that such assessment shall not become due and payable until after the lapse of six months from the date of the closing of the transaction whereby builder takes title to the subject Lot.

(b) After the initial assessment, the maximum annual assessment may be increased each year, without a vote of the members, by not more than 10% above the maximum

assessment established for the previous year, except that in the event that the annual assessment is not sufficient to pay for the maintenance, taxes and insurance on the Common Areas, an additional annual assessment shall be imposed solely for the purpose of paying for the maintenance, taxes and insurance on the Common Areas.

4. **Special Assessment for Capital Improvements.** In addition to the annual assessments provided for in Section 3 above in this Article VII, the Association may levy, in any assessment year, a special assessment. The purpose of a special assessment shall be for capital improvement in the Common Area, or providing in whole or in part, for the cost of any reconstruction, repair, replacement or maintenance of a capital improvement of the Common Area, including any fixtures and personal property related thereto. The maximum special assessment shall be \$500.00 per year, per Lot. Any special assessment shall require an affirmative vote by the Members by two-thirds (2/3) of the votes cast or by a majority of the votes entitled to be cast, whichever is less. The Developer shall not be considered a member for purposes of being assessed special assessment, and shall pay no special assessment, but shall not preclude Developer from voting on such special assessment.

5. **Date of Commencement of Annual Assessments.** The annual assessments for each Lot provided for herein shall commence on the date of first conveyance of each Lot by the Developer to an Owner. Written notice of the annual assessment shall be sent to every Owner.

6. **Remedies of the Association For Nonpayment of Assessments.** Each member shall be deemed to covenant and agree to pay to the Association the assessments provided for herein, and each agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each owner 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 deem appropriate against the delinquent Owner.

(b) **Enforcement by Lien.** There is, to the full extent permitted by law, hereby created a claim of lien, with power of sale, on each and every Lot within the Subdivision 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 percent (18%) per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time within thirty (30) days after the occurrence of any default in the payment of any such assessment, the Association or any authorized representative, may, but shall not be required to make a written demand for payment to the defaulting Owner, on behalf of the Association. Said demand shall state the date and the amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien, 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 of lien on behalf of the Association against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by an officer of the Association, and shall contain substantially the following information:

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

Upon (1) recordation of the duly executed original or copy of such a claim of 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 8 of this Article VII. 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 of such foreclosure, by action in court or by power of sale, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the Association. Each Owner, by becoming an Owner in the Subdivision, hereby expressly waives any objection to the enforcement and foreclosure of the lien in this manner.

7. Subordination of the Lien to Mortgages. The lien for 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. The sale or transfer of any Lot pursuant to mortgage foreclosure shall not extinguish the lien of such assessment. No sale or transfer shall relieve such Lot from liability for assessments thereafter becoming due or from the lien thereof.

ARTICLE VIII

USE AND BUILDING RESTRICTIONS

1. **Applicability** The following restrictions are imposed on each Lot for the benefit of all Owners and the Developer.

2. **Single-Residential Use.** All Lots shall be used, improved and devoted exclusively to single-family residential use and no gainful occupation, profession, trade or other nonresidential use shall be conducted on any such Lot. Nothing herein shall be deemed to prevent the leasing of any such Lot to a single family from time to time by the Owner thereof, subject to all of the provisions of this Declaration. No structure whatsoever shall be erected, placed or permitted to remain on any Lot except one detached single-family residence, not to exceed two stories in height, with an attached garage for not less than two motor vehicles, together with any appurtenant accessory structure or structures approved by the Design Committee.

3. **Animals.** No animals, fowl, or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any property within the Subdivision, 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. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally recognized house pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein. Pets shall not be allowed loose or unsupervised on any part of the Properties and walking of pets shall be allowed only on such portions of the properties as the Board may prescribe by its rules and regulations.

4. **Antennas.** No antenna or other device for the transmission or reception of electronic signals, shall be erected, used or maintained outdoors on any Lot, which antenna or other device shall be visible from the street adjoining the front of said Lot, unless approved by the Design Committee. TV antennas shall be erected so as to be inconspicuous as possible and no such TV 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 Design Committee shall have the authority to award variances with respect to the foregoing prohibition. In regard to TV dish antennas, no such antenna shall be permitted on any Lot without the prior written approval of the Design Committee.

5. **Improvements and Alterations.** No building, fence, wall, residence or other structure shall be commenced, constructed, improved, or structurally altered, without the prior written approval of the Design Committee. The exterior surface of a single-family structure shall not be painted or changed in any manner without the prior written approval of the Design

Committee.

6. **Temporary Occupancy.** No trailer, basement of any incomplete building, tent, shack or garage and no temporary building or structure of any kind shall be used at any time for a residence on any property within the Subdivision. Temporary buildings or structures used during the construction of a dwelling on any such property shall be removed immediately after the completion of construction. Provided, however, that the Developer shall have the continuing right to establish and maintain a sales and administrative office in a mobile trailer (or other structure) for so long as Developer shall deem it necessary on any Lot of the Subdivision (including any additions thereto), and no Builder or Owner shall have standing to object to the maintenance or location of such office. Provided, however, further that the Developer shall have the authority to permit any builder or realtor to set up and maintain such sales and administrative offices (including model homes) as Developer may approve, in its sole discretion, in order to promote the development of the Subdivision, which offices shall be removed upon completion of the Subdivision, or sooner if Developer so requests.

7. **Trailers and Motor Vehicles.** No motor vehicle of any kind shall be constructed, reconstructed or repaired, upon any property or street (public or private) within the Subdivision, or any additions thereto, in such a manner as will be visible from Neighboring Property; provided, however, that the provision of this paragraph shall not apply to vehicle emergency repairs

8. **Motor Vehicles-Excessive Noise.** If the Board determines that any motor vehicle is creating loud or annoying noises by virtue of its operation within the Properties, such determination shall be conclusive and final that the operation of such motor vehicle is a nuisance and said operation, upon notice by the Board to the Owner or operator thereof, shall be prohibited within the Properties, and enforceable as any other breach hereof.

9. **Maintenance of Lawns and Plantings.**

(a) **By Owner.** Each Owner of a Lot within the Subdivision shall keep all shrubs, trees, grass and plantings of every kind on his property, including set back areas, planted areas between adjacent sidewalks and the street curb, if any, and any other area located between the boundary line of his property and the street or other property (public or private) on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material, provided, however, that such Owner shall not be responsible for maintenance of any area for which Developer or the Association has assumed the responsibility. In the event any dwelling remains vacant, for a period of forty-five (45) days, Developer or the Association or its authorized agents shall have the right at any reasonable time to enter upon any such Lot in order to plant, replace, maintain, and cultivate trees, shrubs, grass or other plantings located thereon at the Owner's cost.

(b) **By Developer or the Association.** Developer or the Association shall have the right at any time, to plant, replace, maintain, and cultivate shrubs, trees, grass and plantings, on any property within the Subdivision other than on a Lot (except as otherwise

**SUPPLEMENTAL DECLARATION TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SAVANNAH HEIGHTS SUBDIVISION**

THIS SUPPLEMENTAL DECLARATION TO THE DECLARATION OF RESTRICTONS, COVENANTS AND CONDITIONS FOR SAVANNAH HEIGHTS SUBDIVISION is made and executed by Morelock-Ross Properties, Inc., a Missouri Corporation, Majority Lot Owners, (herein after "Developer") this 6th day of July 2010.

WITNESSETH:

WHEREAS, the Developer has previously recorded the final plat for SAVANNAH HEIGHTS SUBDIVISION, and has declared that property is subject to the Declaration of Covenants, Conditions and Restrictions for SAVANNAH HEIGHTS SUBDIVISION recorded at Book 2004 and Page 044576-04 in the Greene County Recorder's Office.

WHEREAS, Article X, Section 3(b) of said Covenants, Conditions and Restrictions grant the Developer, the right to amend the restrictions in whole or in part, under the terms and conditions of the Covenants, Conditions and Restrictions.

WHEREAS, The Developer is amending the following Articles of the Restrictions, recorded the 1st day of August 2004 at Book 2004 and Page 00456-04 in the Greene County Recorder's Office.

ARTICLE VIII, SECTION 7, Trailers and Motor Vehicles.

No mobile or motor home, recreational vehicle, trailer of any kind (except those owned or approved by Developer and used as field sales or administrative offices), truck (larger than ½ ton), camper, boat, or permanent tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any property or street (public or private) within the Subdivision, or any additions thereto, in such a manner as will be visible from Neighboring Property; provided however, that the provision of this paragraph shall not apply to vehicle emergency repairs, sales and administrative offices, or temporary construction offices, or temporary construction shelters or facilities maintained during and used exclusively in connection

with, the construction of any improvement approved by the Design Committee and provided, Moreover, that the provision of this paragraph shall not apply with respect to any motor home or camper occupied by any guest or guests of any Member for a period not to exceed one (1) week in duration, provided, moreover, that six (6) months shall lapse subsequent to each such week of occupancy before another one (1) week period shall become available to said guest or guests aforementioned.

ARTICLE VIII, SECTION 29, Swimming Pools

Above ground swimming pools shall only be approved by the Design Committee if erected within the boundaries of a privacy fence and may not be visible from any neighboring property.

IN WITNESS WHEREOF, The undersigned being the Developers herein, has hereunto set its hand and seal this 6th day of July, 2010.

MORELOCK-ROSS PROPERTIES, INC.
A Missouri Corporation

Wayne D. Morelock
Wayne D. Morelock, President

Kenneth E. Ross
Kenneth E. Ross, Vice President

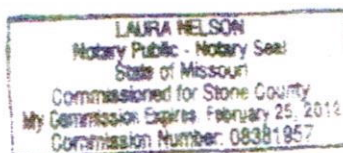
State of Missouri)
) ss.
County of Greene)

On this 6th day of July, 2010, before me personally appeared Wayne D. Morelock and Kenneth E. Ross, did state that they are the President and Vice President of Morelock-Ross Properties, Inc., that the seal affixed to this instrument is the corporate seal of said corporation, by authority of its Board Of Directors and the said President and Vice President 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 the county and state aforesaid the day and year first above written.

Laura Nelson
Notary Public

My Commission Expires:



provided herein), and on such easements over an Owner's Lot as may have been granted to Developer or the Association, regardless of whether any Owner or the Association is responsible hereunder for the maintenance of such areas. No Owner shall remove, alter, injure or interfere in any way with any shrubs, trees, grass or plantings placed upon any such property by Developer or the Association without the written consent of the Association having first been obtained. The Association or its authorized agents shall have the right to enter upon any property within such other areas, at any reasonable time, for the purpose of planting, replacing, maintaining or cultivating such shrubs, trees, grass or plantings, and shall not be liable for trespass for so doing.

(c) **Cost of Maintenance.** The cost of any maintenance, referred to above, by the Developer or the Association shall be assessed against the subject Lot as a lien, and shall be enforceable in the same manner as any other assessment, as provided for in Article VII above.

10. **Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within the Subdivision, and no odors shall be permitted to arise therefrom so as to render any such Lot, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. The Board in its sole discretion shall have the right to determine the existence of any such nuisance and for the purposes of this Declaration such determination shall be conclusive.

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

12. **Trash Containers and Collection.** No garbage or trash shall be placed or kept on any property within the Subdivision except in covered containers of a standard type. In no event shall such containers be maintained so as to be visible from Neighboring Property except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot and no burning in the open will be permitted. Although the Association shall make arrangement for regular, normal trash collection, each Lot owner shall be responsible for the removal of all additional and extras rubbish, trash, grass clippings, leaves, and other garbage from his or her Lot. All rubbish, trash and garbage shall be removed from each Lot at least one (1) time per week either by or on behalf of the Owner of each such Lot.

13. **Clothes Drying Facilities.** Permanent outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot within the Subdivision unless they are erected, placed and maintained exclusively within an area not visible from Neighboring Property. Temporary lines or facilities shall be taken down immediately after the drying or airing task is completed

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

15. **Machinery and Equipment.** No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot within the Subdivision except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of the improvements on such Lot, and except that which Developer or the Association may require for the operation and maintenance of the Common Area.

16. **Restriction on Further Subdivision.** No Lot within the Subdivision shall be further subdivided or separated into smaller Lots or parcels by any Owner, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner without the prior written approval of the Board. This provision shall not, in any way, limit Developer from subdividing or separating into smaller Lots or parcels any property owned by Developer. Moreover, this provision shall not prevent conveyances which combine in common ownership Lots or parts of Lots in such a manner that each of the parcels of land thereby resulting has an area the same or greater than the area of any of the Lots from which the new Lots were created. Such newly created parcel thereafter shall be considered as one Lot, except as provided, however, subject to the provisions of these restrictions, an Owner of each Lot as originally shown on the plat shall be entitled to that number of votes and shall be subject to assessments attributable to each full Lot owned as originally shown on the plat. No portion of a single-family residence Lot less than the entire Lot, together with the improvements thereon, may be rented, and then only to a single family.

17. **Signs.** No sign of any kind shall be displayed to the public view on any Lot except:

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

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

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

(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.

18. **Dwelling Size.** The Design Committee shall exercise its best judgment to see that all structures, as to size, conform to and harmonize with the existing surroundings and structures. Developer reserves the right to establish minimum square footage requirements.

19. **Building Location.**

(a) No building shall be located nearer to any lot line than the minimum set back line and side lines shown on the recorded plat of the Subdivision, or any additions thereto.

(b) Building location (horizontal and vertical) must be approved by the Design Committee.

20. Fences.

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

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

(c) There shall be no chain link fences.

(d) No fences in the Subdivision shall extend nearer to the front wall of a house than fifty percent (50%) of the distance between the rear wall of the house on each side to the front wall of the house on each side, without prior approval of the Design Committee. Supporting structures on all fences shall be placed on the side of the fence facing the property of the Owner building the fence. On corner Lots the fence may extend from the house toward the street a maximum of five (5) feet, but said fence must run parallel with the edge of said street.

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

(f) No fence shall be erected or maintained so that it abuts and parallels any Common Area fence.

(g) No fence shall be erected or maintained adjacent to any existing fence. Any such existing fence shall first be removed. Any such removal of an existing fence shall not be effected without prior approval by the Design Control Committee.

21. Easements. Easements are reserved as shown upon the recorded plat of the Subdivision, and shall be on any additions thereto.

22. Soil Removal. Soil may not be removed from the Subdivision without consent of the Developer.

23. Garage Doors. The doors of all garages shall be kept closed at all times except when necessary for ingress and egress. The doors of all garages shall be installed with electric or battery powered opening and closing devices.

24. **Improvements.** Purchasers shall, within one year after the date of commencement of construction of improvements, complete said improvements. If said improvements are not completed within said one year period, the Developer shall have the option to repurchase said Lot for a sum equal to the original purchase price. Reasonable extensions of time in which to complete improvements may be requested from Developer, who, in its sole discretion may or may not grant such an extension of time.

25. **Basketball Goals.** No basketball goals shall be attached to the front of any dwelling or garage nor erected in any front yard or on the side of any street which abuts any corner Lot. Mobile basketball goals shall be permitted within the parameters of each driveway to each Lot.

26. **Outside Lighting.** Except as may be initially installed by Builder and Developer, no spotlights, floodlights or similar type high intensity lighting (including mercury vapor or sodium vapor lighting) shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon or upon the Common Areas or any part thereof without the written authorization of the Design Committee. Other types of low intensity lighting which do not disturb the Owners or other occupants of the properties may be allowed. No lighting shall be installed on or around the Common Area tennis courts, if any.

27. **Mailboxes.** Mailboxes shall be of the design, materials and specifications approved by the Design Committee. Each Owner shall be responsible for the installation and construction of such mailbox which shall be completed prior to occupying the residence.

28. **Roofs.** All roofs shall have an exterior surface which shall be approved by the Design Committee, in its sole discretion.

29. **Swimming Pools.** No above-ground swimming pools shall be approved by the Design Committee.

30. **Tennis Courts.** No private tennis court shall be approved by the Design Committee.

31. **Solar Collectors.** The construction, installation and location of solar collectors shall be permitted only upon advance approval by the Design Committee.

32. **Remedies.** In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, 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 and remedied within a reasonable time from the mailing date of said notice.

If, after a reasonable time has lapsed from the date of said notice, the violation has not been voluntarily terminated by the owner, the Board shall have the authority to pursue and effect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of said violation. This authority shall include, but shall not be limited to, the power to employ laborers to enter upon the premises of said owner for the purpose of removing

and/or terminating the cause of said violation. If by virtue of the exercise of the authority granted herein, the Board shall incur expenses in connection with the process of removing and/or terminating said violation, the collection of said expenses so incurred may be effected in the manner provided in Article VII for the collection and enforcement of assessments.

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 Board after taking into consideration the facts and circumstances surrounding the particular violative situation, condition or occurrence.

In the event that the Board does not elect to exercise its authority of enforcement as set forth above, then the Developer or any other Owner or Owners shall have the right to pursue, at law or in equity, any remedy for enforcement of these covenants which remedy is hereby specifically granted by this Section. In the event that it is necessary for the Association, Developer or any Owner or Owners to retain the services of legal counsel in an attempt to enforce these covenants, the enforcing parties or party shall be entitled to reimbursement of all litigation costs, including reasonable attorney's fees and courts costs, with such reimbursement being awarded by way of judgment against the Owner or Owners responsible for any such violation or violations.

ARTICLE IX

CARE OF COMMON AREAS

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 (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area) in accordance with (i) the last plans thereof approved the Board of Directors, (ii) the original plans for the improvements, or (iii) if neither of the foregoing is applicable and if such improvement was previously in existence, then in accordance with the original design, finish or standard of construction of such improvement as same existed.

(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) Place and maintain upon any such area such signs as the Board of Directors

may deem appropriate for the proper identification, use and regulation thereof.

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

(e) The Board shall be the sole judge as to the appropriate maintenance of all grounds within and improvements upon the Common Area, including common area fences.

2. **Maintenance by City of Republic.** The property shall also be subject to the rights of the City of Republic pursuant to Republic Zoning Ordinance Chapter 425, as amended from time to time, to serve notice upon the Owners of any failure to maintain the Common Area, to enter upon the Common Area and maintain the same, and such other actions authorized by the above-described Zoning Ordinance. These provisions may not be amended, deleted, or in any other manner other wise modified without the express, written consent of the City Council of Republic, Missouri.

3. **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 his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in a workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. 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 provided elsewhere in this Declaration for collection and enforcement of assessments.

ARTICLE X

GENERAL PROVISIONS

1. **Enforcement.** The Association, Developer, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and any subsequently recorded Supplemental Declarations. 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.

2. **Severability.** Invalidation of any one of these covenants or restrictions by judgement or court order shall not affect any other provisions which shall remain in full force and effect.

3. Amendment.

(a) The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless otherwise amended as herein provided.

(b) This Declaration may be amended in whole or in part at any time within ten (10) years from the date of recordation of same by an instrument in writing executed by Developer, its successors or assigns.

(c) This Declaration may be amended at the end of the above mentioned ten (10) year period by an instrument in writing executed by the Association, subject to the approval of the Members by two-thirds (2/3) of the votes cast or a majority of the votes entitled to be cast, whichever is less.

(d) Any provisions of this Declaration which would provide for the elimination of the Homeowners Association's duties to maintain the common areas or any amendment of this Declaration which would alter any obligation by the Developer, Association or any owner to maintain the common areas including, but not limited to the storm water detention facilities, drainage or detention areas, detention ponds, sediment basins or flood plain in any areas designated as "common area" on the plat of Savannah Heights Phase I subdivision shall require written approval of Republic, Missouri, or such other governmental subdivision as shall have jurisdiction at such time, before it shall become effective. Further, no amendment of this Declaration shall be made or Articles of Dissolution filed with the Missouri Secretary of State to dissolve the Association without the prior written consent of Republic, Missouri or such other governmental subdivision as may have jurisdiction at such time. Further, no amendment of the Covenants and Restrictions of this Declaration shall be effective until it is recorded in the Recorder of Deeds of Greene County, Missouri.

4. Violations and Nuisances. 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. However, any other provision to the contrary notwithstanding, only Developer, the Association, the Board of Directors, or the duly authorized agent of any of the above, may enforce by self-help any of the provisions of these Restrictions.

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

6. Remedies Cumulative. Each remedy provided by these Restrictions is cumulative and not exclusive.

7. **Delivery of Notices and Documents.** Any written notice or other document 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 twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage prepaid, as to any Owner, to the address of any Lot within the Subdivision, owned, in whole or in part, by him or her, or to any other address last furnished by an Owner to the Association.

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, herself or itself, and their heirs, personal representatives, successors, transferees and assigns, binds them and the subject Lot(s) to the covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereto. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby and that all Covenants, Conditions and Restrictions set forth are acceptable and reasonable to further the purposes of the Association.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand and seal this 1st day of August, 2004.



MORELOCK-ROSS PROPERTIES, INC.,
a Missouri Corporation

By: Wayne D. Mook
Its President

STATE OF MISSOURI

)

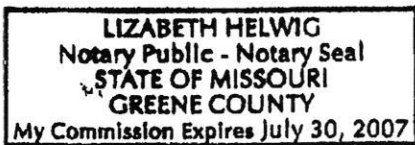
) ss.

County Of Greene

)

On this 1st day of August, 2004, before me personally appeared Wayne D. Morelock to me personally known, who being duly sworn, did state that he is the President of Morelock-Ross Properties, Inc., that the seal affixed to this instrument is the corporate seal of said corporation, by authority of its Board of Directors and the said President 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 the county and state aforesaid the day and year first above written.



Lizabeth Helwig
Notary Public

My Commission Expires: July 30, 2007

EXHIBIT "A"

Legal Descriptions for Savannah Heights Phase I

The Final Plat of Savannah Heights Phase I, a subdivision in Greene County, Missouri as recorded in the Greene County Recorder of Deeds Office at Book ~~4476~~, Page ~~447~~

Plat Book 44-76

2004 / 40750-04

Morelock Ross Properties
722-B W Olive St
Springfield MO 65806

**BY-LAWS
OF
SAVANNAH HEIGHTS PHASE I & II
PROPERTY OWNERS ASSOCIATION**

A Missouri Nonprofit Mutual Benefit Corporation

Effective: 5-24 2009

**ARTICLE I
PURPOSE AND RESTRICTIONS**

The purposes of the Corporation shall be those non-profit purposes stated in the Articles of Incorporation, as may be amended. No part of the net earnings or other assets of the Corporation shall inure to the benefit of, be distributed to or among, or revert to any member of the board of directors, any officer, contributor or other private individual having, directly or indirectly, any personal or private interest in the activities of the Corporation, except that the Corporation may pay reasonable compensation for services rendered and may make payments and distributions in furtherance of the non-profit purposes stated in the Articles of Incorporation.

In addition, the Corporation will administer Savannah Heights Phase I and II Property Owners Association (the "Association") pursuant to the terms and conditions set forth in the Declaration of Covenants, Conditions and Restrictions for Savannah Heights Phase I and II, Subdivision (the "Declaration") which is attached hereto as Exhibit "A", and made a part hereof. In the event of any inconsistency between the Articles of Incorporation and the Bylaws, the terms of the Articles of Incorporation shall govern. In the event of any inconsistency between the Declaration and the Bylaws the Declaration shall control. For purposes of interpretation all terms or phrases defined in the Declaration and any amendments thereto shall have the same meaning in the Articles of Incorporation and Bylaws of the Association.

**ARTICLE II
OFFICE**

The principal office of the Corporation in the State of Missouri shall be located at 722-B West Olive, Springfield, Missouri 65806. The Corporation may have such other offices within or without the City of Springfield as may be required.

**ARTICLE III
MEMBERSHIP**

The Corporation shall have members which are made up of Lot owners, which are subject to assessment by the Association, as defined in the Declaration.

ARTICLE IV **PROPERTY RIGHTS**

A. 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:

1. Right to Dedicate or Transfer Common Areas. 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.

2. Enforcement. The right of the Association to promulgate and enforce the rules and regulations in connection with the Declaration and the Properties it covers or any additions that might be added in the future.

ARTICLE V **BOARD OF DIRECTORS**

A. Management. The affairs of the Association shall be managed, supervised and controlled by the Board of Directors. The Board of Directors shall consist of not less than three (3) Directors. The initial Board of Directors shall be Wayne D. Morelock, James L. Sivils, III, and Dianne Rankin, who shall hold office until their successors are elected and qualified.

B. Term and Election. The initial Board of Directors shall serve for terms of one (1) year from the date of Incorporation, or until such time as successors are elected and qualified. Each Director shall be elected for a term of one (1) year, and shall serve until their successors are elected and qualified. Each Director shall be elected by a majority vote of the Members entitled to vote at such meeting. Any Director may succeed himself or herself indefinitely. A Director may be removed from the Board, for any cause, by a majority vote of the Members. In the event of a vacancy on the Board of Directors due to death, resignation or removal, such vacancy, for the unexpired term, shall be filled by a majority vote of the Members entitled to vote at any special meeting called for such purpose. There shall be no cumulative voting for Directors.

15+ C. Meetings. The Annual Meeting of the Board of Directors shall be held on the 15th day of the month of June, and all meetings of the Board, regular or special, shall be held at the principal office of the Association, or at such time and place within or without the State of Missouri as shall be designated by the President or if not designated by the President, then as determined by the Board of Directors. The annual meeting shall be held for the purpose of electing officers and Directors and transacting such other business as may come before the meeting. Special meetings of the Board of Directors may be called by or at the request of the President, or in the President's absence by the Vice President, or by any two Directors.

Members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in

can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Any action which is required to be or may be taken at a meeting of the Directors, or of any committee of the Directors, may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the members of the Board or of the committee as the case may be. The consent shall have the same force and effect as a unanimous vote at a meeting duly held, and may be stated as such in any certificate or document. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committee as the case may be.

D. Notice. Notice of any annual or special meeting shall be given at least five days prior thereto by written notice delivered personally or mailed to each Director at such Director's business or home address. If mailed, such notices shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

E. Quorum. Two-thirds of the incumbent members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

F. Manner of Acting. The act of the majority of the Directors present at a meeting of the Directors at which a quorum is present shall be the act of the Board of Directors unless a greater number is required under the Articles of Incorporation, these Bylaws or any applicable laws of the State of Missouri.

G. Committees. The Board of Directors may by resolution adopted by a majority of the Directors in office to establish one or more committees, each of which shall consist of two or more Directors, under such terms and with such powers as shall be specified in such resolution.

ARTICLE VI DUTIES AND POWERS OF THE BOARD OF DIRECTORS

A. Duties. It shall be the duty of the Board of Directors to enact, perform, and enforce the terms, covenants, restrictions, and conditions set forth in the Declaration and the Articles of Incorporation. In addition, it shall be the Board of Directors' obligation to conduct and administer the business affairs of the Association on a routine and timely basis.

B. Powers. In addition to those powers granted by law, the Board of Directors shall have the power to do any and all lawful things which may be required, authorized or permitted to be done by the Association in accordance with the Declaration, the Articles of Incorporation or Bylaws, and to carry out any other actions that may be incidental thereto.

ARTICLE VII

MEMBER MEETINGS

A. Annual Meetings. The annual meeting of the Members shall be held at such date and time as the Board shall determine.

B. Special Meetings. Special meetings of the Members may be called at any time by the President or by any Director, or upon written request of ten percent (10%) of the Members. Such written request must state the specific purposes for the special meeting. Only those matters that are within the purposes described in the special meeting notice may be conducted at a special meeting of Members.

C. Notice of Meeting. Written 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 given not less than ten (10) nor more than sixty (60) days before the date of the meetings, by mail, by or at the direction of the President, to each Member entitled to vote at such meeting. If a special meeting is called pursuant to a Member's request, notice shall be given within thirty (30) days of the receipt of the Member's written request for a special meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at their address as it appears on the records of the corporation, with first class postage thereon prepaid.

D. Action by Written Ballot. Any action which may be taken at any annual, regular or special meeting of Members may be taken without a meeting as provided in accordance with Missouri law.

E. Quorum and Vote. A quorum at any meeting shall consist of twenty percent (20%) of the Members present in person, or by proxy, at the beginning of the meeting. With a quorum, it shall require a majority vote of the Members present, in person or by proxy to act.

ARTICLE VIII

OFFICERS

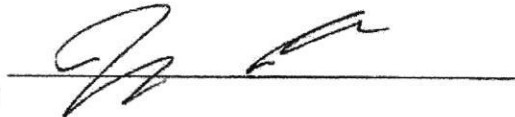
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B. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Board of Directors, shall have the power to transact all of the usual, necessary and regular business of the Association as may be required and, with such prior authorization of the Board as may be required by these Bylaws, to execute such contracts, deeds, bonds and other evidences of indebtedness, leases and other documents as shall be required

Each person who is or was a director or officer of the Association, including the heirs, executors, administrators, or estate of such person, shall be indemnified by the Association to the full extent permitted or authorized by the laws of the State of Missouri, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, costs and expenses including attorney's fees, incurred, as a result of any claim arising in connection with his or her status, as a director or officer of the Association. The indemnification provided by this bylaw provision shall not be exclusive of any other rights to which he or she may be entitled under any other bylaws or agreement, vote of disinterested directors, or otherwise, and shall not limit in any way any right that the Association may have to make different or further indemnification with respect to the same or different person or classes of persons.

Adopted 5-29-, 2009

Secretary

A handwritten signature in dark ink, consisting of stylized, overlapping loops and strokes, is written over a horizontal line.

**BY-LAWS
OF
SAVANNAH HEIGHTS PHASE I & II
PROPERTY OWNERS ASSOCIATION**

A Missouri Nonprofit Mutual Benefit Corporation
Effective: 5-29, 2009

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E. Quorum. Two-thirds of the incumbent members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

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ARTICLE VIII

OFFICERS

A. Number and Election. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also elect one or more additional Vice Presidents, Assistant Secretaries and Assistant Treasurers. All officers shall be elected at the annual meeting of the Board by a majority of the Board of Directors and said officers shall hold office at the pleasure of the Board for a term of one (1) year or until their successors shall have been elected and qualified. Where a vacancy occurs in an office, it shall be filled by the Board for the unexpired term. Any two or more offices, except of the offices of President and Vice President or President and Secretary, may be held by the same person.

B. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Board of Directors, shall have the power to transact all of the usual, necessary and regular business of the Association as may be required and, with such prior authorization of the Board as may be required by these Bylaws, to execute such contracts, deeds, bonds and other evidences of indebtedness, leases and other documents as shall be required

by the Association; and, in general, the President shall perform all such other duties incident to the office of President and chief executive officer and such other duties as may from time to time be prescribed by the Board of Directors.

C. Vice President. The Vice President shall act as chief executive officer in the absence of the President and, when so acting, shall have all the power and authority of the President. Further, the Vice President shall have such other and further duties as may from time to time be assigned by the Board of Directors.

D. Secretary. The Secretary shall record and preserve the minutes of the meetings of the Board of Directors and all committees of the Board, shall cause notices of all meetings of the Board of Directors and committees to be given, and shall perform all other duties incident to the office of Secretary or as from time to time directed by the Board of Directors or by the President.

E. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds of the Association, shall deposit such funds in such bank or banks as the Board of Directors may from time to time determine, and shall make reports to the Board of Directors as requested by the Board. The Treasurer shall see that an accounting system is maintained in such a manner as to give a true and accurate accounting of the financial transactions of the Association, that reports of such transactions are presented promptly to the Board of Directors, that all expenditures are made to the best possible advantage, and that all accounts payable are presented promptly for payment. The Treasurer shall further perform such other duties incident to the office and as the Board of Directors or the President may from time to time determine.

F. Removal and Resignation. Any officer may be removed, with or without cause, by the vote of a majority of the Board of Directors at any meeting of the Board. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Any such resignation shall take effect at the time specified therein; and unless otherwise specified therein, the acceptance of a resignation shall not be necessary to make it effective.

ARTICLE IX GENERAL PROVISIONS

A. Association Business. Except as in these Bylaws otherwise provided or restricted, the Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and, unless so authorized, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable pecuniarily for any purpose or in any amount unless in the ordinary course of business.

B. Loans. Unless in the ordinary course of business, no loans shall be contracted on behalf of the Association and no negotiable paper shall be issued in its name, unless and except as authorized by the Board of Directors in accordance with the provisions of these Bylaws. To the extent so authorized, any officer or agent of the Association may effect loans and advances at any time for the Association from any bank, trust company, or other institution, or from any firm,

corporation or individual, and for such loans and advances may make, execute and deliver promissory notes, bonds or other evidences of indebtedness of the Association, and when authorized as aforesaid, may pledge, hypothecate or transfer any and all stocks, securities and other personal property at any time held by the Association, as security for the payment of any and all loans, advances, indebtedness and liabilities of the Association, and to that end may endorse, assign and deliver the same.

C. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association with such banks, bankers, trust companies or other depositories as the Board of Directors may select or as may be selected by any officer or officers, agent or agents of the Association to whom such power may be delegated from time to time by the Board of Directors.

D. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes, acceptances or other evidence of indebtedness issued in the name of the Association, shall be signed by the President, or in the President's absence by the Vice President, or the Treasurer or such officer or officers, agent or agents of the Association, and in such manner as shall be determined from time to time by resolution of the Board of Directors in accordance with the provisions of these Bylaws. Endorsements for deposit to the credit of the Association in any of its duly authorized depositories may be made without countersignature, by the President, Vice President or Treasurer, or by any other officer or agent of the Association to whom the Board of Directors, by resolution, shall have delegated such power, or by hand-stamped impression in the name of the Directors.

E. General and Special Bank Accounts. The Board of Directors from time to time may authorize the opening and keeping of general and special bank accounts with such banks, trust companies or other depositories as the Board of Directors may select and may make such rules and regulations with respect thereto, not inconsistent with the provisions of these Bylaws, as they may deem expedient.

ARTICLE X **AMENDMENTS**

These Bylaws may be amended only after (1) obtaining approval of a majority vote the Board of Directors and (2) by the Members by two-thirds (2/3) of the votes cast or a majority of the votes entitled to be cast, which ever is less.

ARTICLE XI **CORPORATE SEAL**

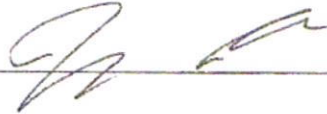
The Board of Directors may elect to adopt a corporate seal, which (if one is adopted) shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal" and "Missouri".

ARTICLE XII **INDEMNIFICATION**

Each person who is or was a director or officer of the Association, including the heirs, executors, administrators, or estate of such person, shall be indemnified by the Association to the full extent permitted or authorized by the laws of the State of Missouri, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, costs and expenses including attorney's fees, incurred, as a result of any claim arising in connection with his or her status, as a director or officer of the Association. The indemnification provided by this bylaw provision shall not be exclusive of any other rights to which he or she may be entitled under any other bylaws or agreement, vote of disinterested directors, or otherwise, and shall not limit in any way any right that the Association may have to make different or further indemnification with respect to the same or different person or classes of persons.

Adopted 5-29-, 2009

Secretary

A handwritten signature in dark ink, consisting of stylized, cursive letters, is written over a horizontal line.