

DECLARATION OF RESTRICTIONS,
COVENANTS AND CONDITIONS
OF
BATTLEFIELD ESTATES

This Declaration of Restrictions, Covenants and Conditions is made this _____ day of _____, 2013 by Battlefield Estates, LLC, a Missouri limited liability company, Cowherd Construction Company, Inc., a Missouri corporation, Samuel Thomas Owen, James Vanzandt and Tony Dollarhide (“Grantors”).

ARTICLE I
PROPERTY SUBJECT TO BATTLEFIELD ESTATES RESTRICTIONS

The Grantors hereby declare that all of the real property described in Exhibit A attached hereto and incorporated herein by reference, and also contained within the plat of BATTLEFIELD ESTATES PHASE I, recorded in Plat Book 2008, Page 007040-08 Greene County Recorder's Office, is and shall be held, conveyed, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time. This Declaration, as amended or modified, is in furtherance of a general plan for the subdivision, improvement and sale of said real property and every part thereof. Except as provided herein, this Declaration shall run with all real property within BATTLEFIELD ESTATES for all purposes and shall be binding upon and inure to the benefit of the Association and all Owners and their successors in interest.

ARTICLE II
DEFINITIONS

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

- (a) "Association" shall mean and refer to BATTLEFIELD ESTATES HOME OWNERS ASSOCIATION, INC., its successors and assigns.
- (b) "BATTLEFIELD ESTATES" shall mean the Property as set forth herein.
- (c) "Board" shall mean the Board of Directors of the Association.
- (d) "Common Area" shall mean all real property owned by the Association or designated or shown as Community Area, Common Area, or as open, detention or drainage area on BATTLEFIELD ESTATES 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.
- (e) "Corner Lot" shall mean any lot, which abuts, other than at its rear line, upon more than one street.
- (f) "Declaration" shall mean the "Declaration of Restrictions, Covenants and Conditions of BATTLEFIELD ESTATES" and all other provisions set forth in this entire document, as the same may from time to time be amended or modified in accordance herewith.
- (g) "Developer" shall mean Battlefield Estates, LLC, its successors and assigns and any entity designated by Battlefield Estates, LLC, as a Developer or successor.
- (h) "Lot" shall mean any parcel of real property designated as a Lot on any recorded Subdivision Plat within BATTLEFIELD ESTATES or any additions thereto, with the exception of the Common Area.
- (i) "Owner(s)" or "Member(s)" shall mean the record owner, whether one or more persons or entities, of a fee or undivided interest in any lot. The foregoing does not include any persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise in this Declaration, the term "Owner" or "Member" shall not include a lessee or tenant.
- (j) "Property" or "Properties" shall mean and refer to all of the real property contained within the plats of BATTLEFIELD ESTATES, and any additional real estate acquired by Developer and developed in conjunction with BATTLEFIELD ESTATES, upon filing an amendment with the Greene County Recorder of Deeds, which shall state the legal description of the additional real estate to be included in the Property.
- (k) "Rules" shall mean and refer to those rules and regulations as passed and promulgated by the Association, or the Board acting on behalf thereof, under the authority

granted by this Declaration, or the Articles of Incorporation or by-laws of the Association.

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

(m) "Subdivision Plat" shall mean the recorded plats in Plat Book 2008, Page 007040-08, Greene County Recorder's Office, covering any or all of the Property referred to in this Declaration.

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

ARTICLE III PROPERTY RIGHTS

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

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area; the right of the Association to limit the number of guests of Members; the right of the Association to limit the Common Areas which may be used by guests of Members; the right of the Association to impose conditions under which Common Areas may be used by Members and/or their guests;

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

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any governmental agency, authority, or public or private utility, provided, however, Greene County provides written consent to such dedication, conveyance or transfer or the City of Battlefield in the event the subdivision has been annexed into the City of Battlefield; and the Association will dedicate at no cost lots 12 & 13 of Phase I when a trail is developed, to Ozark Greenways, City of Battlefield or another trail entity.

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

ARTICLE IV
BATTLEFIELD ESTATES RESTRICTIONS

Section 1: General Declaration Creating BATTLEFIELD ESTATES. The Developer may develop BATTLEFIELD ESTATES in phases, by subdivision in various Lots. The Developer may supplement, modify, or amend this Declaration with such additional covenants, conditions and restrictions as may be appropriate subject to the terms hereof. The Developer's sale and conveyance of Lots is subject to this Declaration, as modified and amended. The Developer hereby declares that all of the real property within BATTLEFIELD ESTATES, is and shall be held, conveyed, encumbered, leased, occupied, built upon, improved or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time. This Declaration, as amended or modified, is in furtherance of a general plan for the subdivision, improvement and sale of said real property and is established for the purpose of enhancing the value, desirability, and attractiveness of said real property and every part thereof. All of this Declaration shall run with all of the real property within BATTLEFIELD ESTATES for all purposes and shall be binding upon and inure to the benefit of the Developer, the Association, and all Owners and their successors in interest whether included in a deed of transfer or not.

ARTICLE V
BATTLEFIELD ESTATES HOME OWNERS ASSOCIATION

Section 1: Organization

(a) The Association. The Association is a non-profit corporation organized and existing under the General Not-For-Profit Corporation Act of the State of Missouri, charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation, By-laws, and this Declaration. Neither the Articles nor By-laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration as it may be amended as herein set forth.

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

Section 2: Powers and Duties of the Association. The Association shall have such rights, powers and duties as set forth in the Articles, By-laws, and these Declarations.

Section 3: Rules. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of the Declaration, adopt, amend, and repeal rules and regulations governing the use of any Common Area by any Owner, by the family of such Owner, or by any invitee, licensee or lessee of such Owner; provided, however, that such Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or By-laws. A copy of such Rules as they may from time to time be adopted, amended or repealed, shall be made available to each Owner, at said Owner's request. Upon promulgation, said Rules shall have the same force and effect as if they were set forth in and were part of the Declaration.

Section 4: Personal Liability. No Member of the Board of Directors or any Committee of the Association, or any officers of the Association shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, or any other representative or employee of the Association, or the Architectural Committee, or any other Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted without willful or international misconduct.

Section 5: Responsibility for Common Areas: The Association shall have the responsibility for maintaining the Common Areas and shall be responsible for the payment of any taxes and insurance on the Common Areas. The Association will not be dissolved without the consent of the City of Battlefield or the Greene County Commissioners.

Section 6: Liability of Association for Vehicles. Neither the Association nor the Board shall assume any liability of any kind or nature with respect to any vehicles moving within or parked upon any portion of the Common Areas. Any person operating or parking any vehicles within the boundaries of the Common Areas shall do so entirely at such person's risk and shall indemnify and hold both the Association and the Board harmless from and against any and all claims, demands, actions, causes of action and proceedings arising out of the presence of any such vehicle within the boundaries of the Common Areas.

ARTICLE VI MEMBERSHIP AND VOTING RIGHTS

Section 1: Membership. Every Owner, either of a fee or undivided interest, of a Lot, which is subject to assessment by the Association, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment by the Association

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

Section 3: Voting Rights. Voting Members of the Association shall be all those Members described in Section 1 hereof, including Developer for so long as Developer owns any interest in a Lot. Voting Members, other than Developer, shall be entitled to one (1) vote for each Lot in which such Member owns an interest; provided, however, that when two or more persons or entities hold undivided interests in any Lot all such persons or entities shall be voting Members and the vote for such Lot shall be exercised as they, among themselves, determine, but such joint ownership shall not increase the vote which could otherwise be cast for such Lot. Members may only vote on election of Directors and amendments to these Declarations. Developer shall be entitled to 71 votes for each Lot owned by Developer.

Any matter to be voted on by the voting Members of the Association shall be determined by a majority of the votes cast; provided, however, that no vote shall be valid unless the Developer shall have cast its vote or shall have waived such right in writing for so long as Developer owns a Lot.

ARTICLE VII
COVENANT FOR ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligations of Assessments. Each of the Owner(s), except Developer, hereby covenants, and by acceptance of a deed for any Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall, to the full extent permitted by law, be a charge on the Lot of each of the Owner(s) and shall be a continuing lien upon each such Lot after such assessment is made, except for any Lot owned by Developer. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner(s) of each Lot, except for Developer, on the effective date of the assessments. The personal obligation for delinquent assessments shall not pass to the successors in title of each Owner(s) other than Developer, but, nevertheless, the lien arising by reason of such assessment shall continue to be a charge and lien upon the land as above provided.

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

Section 3: Annual Assessment.

(a) The initial annual assessment and subsequent assessments set by the Directors shall be not more than One Hundred Sixty Dollars (\$160.00) per Lot, and shall commence at such time as is designated by the Board, and after thirty (30) days written notice to all Owner(s).

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

made solely for the purpose of paying for the maintenance, taxes and insurance on the Common Area. Any other increase of more than ten percent (10%) above the prior year's annual assessment shall require an affirmative vote of the majority of the voting Members other than Developer.

(c) No annual assessment shall be due from Developer, unless Developer agrees in writing to pay such assessments.

Section 4: Special Assessment for Capital Improvements. In addition to the annual assessments in Section 3 above, the Association may levy, in any assessment year, a special assessment. The purpose of the special assessment shall be for a capital improvement in the Common Area, or providing in whole or in part, for the cost of any reconstruction, repair or replacement of a capital improvement in the Common Area, including fixtures and property related thereto. The maximum special assessment shall be Fifty Dollars (\$50.00) per year, per Lot. Any special assessment shall require an affirmative vote of the majority of the voting Members other than Developer. Developer shall have no obligation to pay any special assessments.

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

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

(b) Enforcement by Lien. There is, to the full extent permitted by law, hereby created a claim of lien, with power of sale, on each and every Lot within BATTLEFIELD ESTATES 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, an administration fee of One Hundred Dollars (\$100) to the Association, and all costs of collection which may be paid or incurred by

the Association in connection therewith, including reasonable attorneys' fees. At any time within thirty (30) days after the occurrence of any default in the payment of any such assessment, the Association or any authorized representative, may, but shall not be required to make a written demand for payment to the defaulting owner, on behalf of the Association. Said demand shall state the date and the amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien, 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 any officer of the Association, and shall contain substantially the following information.

- (1) The name of the delinquent Owner (as shown on the Association records);
- (2) The legal description and street address of the Lot against which claim of lien is made;
- (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, the One Hundred Dollars (\$100) administration fee, collection costs, and reasonable attorneys' fees;
- (4) That the claim of lien is made by the Association pursuant to the Declaration; and
- (5) That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon (1) recordation of a duly executed original or copy of such a claim 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 6. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a deed of trust, with a power of sale, as set forth by the laws of the State of Missouri, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of the Members. The Association may acquire, hold, lease, mortgage, and convey any such Lot. In the event such foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the Association to the extent permitted by law. Each Owner, by becoming an Owner of a Lot in BATTLEFIELD ESTATES, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Section 6: Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any prior recorded first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to a prior recorded mortgage foreclosure shall extinguish the lien of such assessment as to payments which

become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments.

ARTICLE VIII
ARCHITECTURAL CONTROL

Section 1: Review by Committee. Except as otherwise provided herein, no structure, residence, accessory building, tennis court, swimming pool, fence, mailbox, driveway, wall, lot drainage works, awning, exterior area lighting or other improvements shall be constructed or maintained upon any Lot, and no addition or change to the exterior of a structure shall be undertaken, unless complete plans, specification and plot plans thereof showing the exterior design, height, building material and color scheme thereof, the location of the structure on the Lot plotted horizontally and vertically, and the location of driveways and fencing shall have been submitted to and approved in writing by the Architectural Committee. A copy of such plans, specifications and plot plans as finally approved, shall be kept by the Architectural Committee. All fees and expenses incurred by the Architectural Committee shall be paid by the applicant.

Section 2: Duties. The Architectural Committee shall have the right, in its sole discretion, to refuse to approve any plans and specifications which are not suitable or desirable for aesthetic or other reasons; and in passing upon such plans and specifications, and without any limitations of the foregoing, it shall have the right to take into consideration the suitability of the proposed building, structure or other improvement of landscaping, in light of Developer's plans for BATTLEFIELD ESTATES as a residential development of architectural design, color, texture and materials, the harmony of external design and location in relation to surrounding structures and topography and the effect of the improvements as planned on the outlook from adjacent or neighboring Lots. No changes or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Architectural Committee.

Section 3: Procedures.

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

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

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

Section 4: Members of Committee. The Architectural Committee shall consist of not less than two (2) Members appointed by the Board of Directors of the Association. Members of the Committee are not required to be Owners.

Section 5: Non-Liability for Approval of Plans. Plans and specifications shall be reviewed by the Architectural Committee as to style, exterior design, appearance and location and shall not be reviewed for engineering or structural design or for compliance with zoning and building ordinances. By approving such plans and specifications, the Architectural Committee, the members thereof, the Association, the Board and the Developer do not assume any liability or responsibility therefore or for any defect in any structure constructed from such plans and specifications. Neither the Architectural Committee, any member thereof, the Association, the Board nor the Developer shall be liable to any Owner, prospective Owner, or other Person for any damage, loss or injury suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (c) the development, or manner of development, of any property within BATTLEFIELD ESTATES, provided, however, that such action, with the actual knowledge possessed, was taken without willful or intentional misconduct. Approval of plans and specifications by the Architectural Committee is not and shall not be deemed to be a representation or warranty that said plans or specifications comply with applicable governmental ordinances and building codes.

Section 6: Inspection. Any member of the Architectural Committee, or any authorized officer, director, employee or agent of the Association, may at any reasonable time enter upon any Lot in order to inspect improvements constructed or being constructed on such Lot to ascertain that such improvements have been or are being built in compliance with the approved plans and specifications.

ARTICLE IX USE AND BUILDING RESTRICTIONS

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

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

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

(a) No structure whatever shall be erected, placed or permitted to remain on any Lot except a detached one-family dwelling, together with, at the minimum, an attached private two car garage, provided that the Architectural Committee, in its sole discretion, may give written consent to a detached garage. Detached utility buildings are not permitted any where within BATTLEFIELD ESTATES.

(b) The front of all dwellings shall be constructed of maintenance free materials, such as brick, stucco, or other materials approved by the Architectural Committee in writing. The front of dwellings may be constructed of a combination of such materials, but all such materials must be approved by the Architectural Committee in writing, whether or not the materials are to be used in combination.

(c) All ranch-style or split-level dwellings in BATTLEFIELD ESTATES shall be of such size as to afford not less than 1,350 square feet of heated, non-garage living space on the main entrance level, exclusive of open porches or garages. All two-story dwellings shall be at least 1,000 square feet on the main floor of heated, non-garage living space and a total of at least 1,800 square feet of living space for entire dwelling.

(d) Roofs may be asphalt composition of a laminated architecture design, with a minimum of 7/12 pitch. 3-tab shingles are not approved.

(e) Carports are not permitted.

Section 4: Animals. No animals, fowl, or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any property within BATTLEFIELD ESTATES, and then only if they are kept solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No doghouse, structure or pen for the care, housing or confinement of any animal shall be constructed or maintained unless it is in a fenced rear yard, and is approved under Article VIII. Upon the written request of the Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally recognized house pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein. Pets shall not be allowed loose or unsupervised on any part of the Properties and walking of pets shall be on a leash and allowed only on such portions of the Properties as the Board may prescribe by its Rules and Regulations.

Section 5: Antennas. No exterior antenna or other device for the transmission or reception of electronic signals shall be erected, used or maintained outdoors on any Lot, unless approved by the Architectural Committee, which shall have the sole discretion to decide such matters. Direct satellite dish receivers for television reception shall be permitted, provided that the dish is firmly mounted to the house located on the Lot where it is installed, and provided that it is not larger than the 18" direct satellite dish presently marketed by RCA and the dish is so located that it is not visible from any location along and within six (6) feet above the street in front of the Lot where installed. All such direct satellite dish receivers, and the location and method for the mounting thereof, shall be approved by Architectural Committee before being installed.

Section 6: Improvements and Alterations. No building, fence, wall, residence or other structure shall be commenced, erected, improved, or structurally altered, without the prior written approval of the Architectural Committee. The exterior surface of a single family

structure shall not be painted (other than painting with the same color of paint as previously existed) or changed in any manner without the prior written approval of the Architectural Committee (See Article VIII).

Section 7: Temporary Occupancy. No trailer, van, mobile home, motor home, modular home, 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 BATTLEFIELD ESTATES. Temporary buildings or structures used during the construction of a dwelling on any such property shall be subject to the rules of the Board and shall be removed immediately after the completion of construction.

Section 8: Motor Vehicles and Trailers.

(a) No mobile or motor home, trailer of any kind, truck larger than ½ ton, camper, boat, or permanent tent or similar structure shall be parked, kept, maintained or repaired upon any property or street (public or private) within BATTLEFIELD ESTATES, between the hours of 12 midnight and 5:00 a.m., in such a manner as will be visible from neighboring property; nor shall any motor vehicle of any kind be constructed, reconstructed or repaired on public or private property within BATTLEFIELD ESTATES, provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs, or temporary construction shelters or storage facilities approved by the Architectural Committee and used exclusively in connection with the construction of any improvement.

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

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

Section 10: Landscaping and Lawns.

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

(b) By Owner. Each Owner of a Lot within BATTLEFIELD ESTATES shall keep all shrubs, trees, grass and plantings, including the area located between the boundary line of his property and the street on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Each Owner(s) shall keep a minimum of one (1) tree, each tree a minimum of six (6) to eight (8) feet in height, in the front

lawn of the Owner's lot, and shall place a strip of gravel, or other materials approved by the Architectural Committee, not less than three (3) feet in width along the front of the dwelling, in which shrubs shall be planted at intervals of not more than every five (5) feet. In the event that any Owner fails to maintain his lawn, landscaping or plantings as provided herein, the Association, or its agents, may enter upon said Lot and may do so, and the Owner shall reimburse the Association for its costs, upon demand. The Association may enforce collection of same in the same manner as if such costs were an assessment and shall have all powers and rights to so collect as set forth in Article VII above.

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

Section 11: Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within BATTLEFIELD ESTATES, and no odors shall be permitted to arise therefrom so as to render any such Lot or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. The Board in its sole discretion shall have the right to determine the existence of any such nuisance and for the purposes of this Declaration such determination shall be conclusive.

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

Section 13: Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within BATTLEFIELD ESTATES, except in covered containers of a standard type approved by the Association. The Association shall select a company for weekly trash disposal service for BATTLEFIELD ESTATES. All residents of BATTLEFIELD ESTATES shall be required to use this company and no other trash disposal service shall be permitted. In no event shall such containers be maintained so as to be visible from neighboring property, except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot and no burning in the open will be permitted.

Section 14: Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot within BATTLEFIELD ESTATES unless they are erected, placed or maintained exclusively within an area not visible from neighboring property.

Section 15: Encroachments. No trees, shrub or planting of any kind on any Lot within

BATTLEFIELD ESTATES shall be allowed to overhang or otherwise encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of eight (8) feet, without the prior approval of the Architectural Committee.

Section 16: Machinery and Equipment. No machinery or equipment of any kind shall be placed, parked, operated or maintained upon or adjacent to any Lot within BATTLEFIELD ESTATES except that:

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

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

(c) The Developer or the Association may park, place, operate or maintain such machinery and equipment as may be required for the operation and maintenance of the Common Area.

Section 17: Restriction on Further Subdivision. No Lot within BATTLEFIELD ESTATES shall be further subdivided by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Developer or all Members. This provision shall not, in any way, limit Developer from subdividing any property owned by Developer. Such newly created parcel thereafter shall be considered as one Lot.

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

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

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

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

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

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

Section 19: Dwelling Size. The Architectural Committee shall exercise its best judgment to see that all structures, as to size, conform to and harmonize with the existing surrounding and structures.

Section 20: Building Location.

(a) No building shall be located nearer to any lot line than the minimum set back line shown on the recorded plat of BATTLEFIELD ESTATES.

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

Section 21: Fences.

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

(b) Chain link fences are not permitted.

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

(d) No fences in BATTLEFIELD ESTATES shall extend nearer to the front wall of a house than fifty (50) percent of the distance of the house on each side. Supporting structures on all fences shall be placed on the side of the fence facing the property of the owner building the fence. On Corner Lots, the fence may extend from the house toward the street a maximum of five (5) feet.

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

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

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

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

Section 25: Garage Doors. The doors of all garages shall be kept closed at all times except when necessary for ingress and egress. The doors of all garages shall be installed with electric or battery powered opening and closing devices.

Section 26: Basketball Goals. No basketball goals 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. No temporary or movable basketball goals shall be left out overnight between 11 p.m and 7 a.m. in the front or side yard of any Lot, or upon any street or within any Common Area.

Section 27: Outside Lighting. Spotlights, floodlights, or similar type high intensity lighting shall be designed, located and constructed so as to eliminate or significantly reduce glare on adjoining residences, and the Architectural Committee may direct that they be redesigned or eliminated if they determine that it is advisable. Other types of low intensity lighting which do not disturb the Owners or other occupants of the properties may be allowed.

Section 28: Mailboxes. Each Owner shall construct a mailbox, which shall be completed prior to occupying the residence, and such mailbox shall pass to any purchaser of the Lot for which it is constructed or installed. The mailbox shall be of the design, materials, location, and specifications approved by the Architectural Committee.

Section 29: Reserved.

Section 30: Completion. A structure shall be completed with a reasonable time after commencement of construction. In the event of fire, windstorm, or other damage, a structure shall be repaired, remodeled, rebuilt or completely removed within a reasonable time.

Section 31: Common Area. The recreation facilities in the Common Area are not for use by Owners or families of Owners who have purchased a Lot for resale or rental unless they also live in BATTLEFIELD ESTATES.

Section 32: Remedies. In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, builder, contractor, subcontractor, agent or employee thereof) shall violate, or permit to be violated, any of the provisions set forth in all Declarations, the Board shall cause to be delivered to the Owner a written "Notice of Violation." The Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated or remedied within a reasonable time from the mailing date of the Notice of Violation.

If after a reasonable time has elapsed from the date of the Notice of Violation (in any

event, 20 days shall be presumed “reasonable”), the violation has not been voluntarily terminated by the Owner, the Association shall have the authority to pursue and effect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of said violation. This authority shall include, but shall not be limited to, the power of removing and/or terminating the cause of the violation and shall also include appropriate injunctive relief (the cost of which, if successful, shall be paid by the Owner including reasonable attorneys' fees, suit expenses and court costs). 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 the violation, the Association may enforce the collection in the same manner as if those costs were an assessment and shall have all powers and rights to so collect as set forth in Article VII above.

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

TO THE EXTENT PERMITTED BY LAW, ALL MEMBERS AND THE ASSOCIATION WAIVE THEIR RIGHT TO TRIAL BY JURY REGARDING THE ENFORCEMENT OR CONSTRUCTION OF THESE DECLARATIONS.

Any action brought by or against any Member or the Association to enforce or construe any provision of these Declarations shall be brought only in the Circuit Court of Greene County, Missouri, and all Members and the Association agree to submit to the jurisdiction of the courts of Greene County, Missouri for any and all actions that may be brought regarding these Declarations.

ARTICLE X CARE OF COMMON AREA

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

(a) Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area.

(b) Construct, reconstruct, repair, replace, or refinish any detention areas, or road improvement or surface upon any portion of such area as a road, street, walk, driveway or parking area.

(c) Maintain and replace injured or diseased trees, shrubs, annuals, perennials, ground cover or other vegetation within any Common Areas, traffic island, median or other landscaped area within any right-of-way of any public or private street located within the subdivision to the extent that the Board deems necessary or desirable for the conservation of water and soil and for

aesthetic purposes, and to the extent that the Greene County Highway Department deems necessary to maintain public safety. The Board shall be the sole judge as to the appropriate maintenance of all grounds within any Common Area, except any landscaped or planted areas within the right-of-way of any public or private street. Landscaping in road right-of-ways within the subdivision shall be maintained to the satisfaction of the Greene County Highway Department. In the event the landscaping within any right-of-way shall not be maintained by the Association to the satisfaction of the Greene County Highway Department, the County shall provide the Homeowners Association with written notification of any deficiencies. Whereupon the Association shall have thirty (30) days to correct any deficiencies. In the event the Association fails to correct any deficiencies in landscaping as delineated by the Greene County Highway Department, within thirty (30) days of receipt of notice, then in that event the County may either: (1) have the landscaping maintenance performed and the Association shall be billed for the cost of said landscaping, or (2) the County may remove the landscaping, median or landscaped area within any right-of-way in said subdivision.

(d) Place and maintain upon any such area signs as the Board may deem appropriate for the proper identification, use and regulation thereof.

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

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

Section 2: Damage or Destruction of Common Area by Owners. In the event any Common Area willfully or maliciously is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area, and the Association, at its option, shall so repair said damaged area. The cost for such repairs shall be paid by said Owner, upon demand, to the Association and the Association may enforce collection of same in the same manner as if such costs were an assessment and shall have all powers and rights to so collect as set forth in Article VII above.

ARTICLE XI GENERAL PROVISIONS

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

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

force and effect.

Section 3: Amendment.

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

(b) Subject to subparts (e) and (f) hereof, this Declaration may be amended in whole or in part at any time within seven (7) years from the date of recordation of same by an instrument in writing executed by Developer, its successors or assigns.

(c) Subject to subparts (e) and (f) hereof, this Declaration may be amended at the end of the above mentioned seven (7) year period by an instrument in writing executed by the Association, with the approval of a majority of the votes of the Owners other than Developer.

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

(e) Any amendment of the Declaration pursuant to the provisions of Article XI, Section 3(b) or (c) hereinabove, which would change any obligation to maintain any Common Area, storm water detention facilities, drainage area, or any landscaping within the right-of-way of any public or private street of the final plat of BATTLEFIELD ESTATES shall require the written approval of Greene County, Missouri or the City or Springfield, Missouri, if BATTLEFIELD ESTATES is subsequently annexed into the City of Battlefield, before it shall become effective.

(f) Any purported amendment of the Declaration which has the effect of creating or increasing any obligation, responsibility or liability of any Owner or limiting or decreasing any benefit or right of any Owner shall be null and void as to such Owner unless approved in writing by such affected Owner.

Section 4: Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Developer, the Association, or any Owner or Owners of Lots within BATTLEFIELD ESTATES. However, any other provision to the contrary notwithstanding, only Developer, the Association, the Board, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of these Declarations.

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

Section 6: Remedies Cumulative. Each remedy provided by these Declarations is

cumulative and not exclusive.

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

(a) If to the Association or the Architectural Committee, to the Registered Agent at his registered office: currently Trent Cowherd 3159 W Republic Rd. Springfield MO 65807.

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

(c) If to Developer, to its Registered Agent at its registered office: currently Trent Cowherd 3159 W Republic Rd. Springfield MO 65807.

Provided, however, that any such address may be changed at any time by the party concerned by furnishing a written notice of change of address to the Association.

Section 8: The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs and personal representatives to the covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereto. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby.

IN WITNESS WHEREOF, the undersigned, Battlefield Estates, LLC, Cowherd Construction Company, Inc., Owen Samuel Thomas and James Vanzandt have caused this instrument to be executed on this _____ day of _____, 2013.

Battlefield Estates L.L.C.

By: _____
J. Trent Cowherd, Managing Member

Cowherd Construction Company, Inc.

By: _____
J. Trent Cowherd, Vice President

Owen Samuel Thomas

James Vanzandt

Tony Dollarhide

ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF GREENE

ON THE _____ DAY OF _____, 2013, BEFORE ME PERSONALLY APPEARED J TRENT COWHERD, TO ME KNOWN, WHO DULY SWORN, DID SAY THAT HE IS A MEMBER OF BATTLEFIELD ESTATES, L.L.C., AND THAT THE FOREGOING INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID BATTLEFIELD ESTATES, L.L.C. BY AUTHORITY OF ITS MEMBERS AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID BATTLEFIELD ESTATES, L.L.C.

IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN GREENE COUNTY, MISSOURI, THE FIRST DAY WRITTEN ABOVE.

NOTARY PUBLIC: _____
PRINT NAME: _____
MY COMMISSION EXPIRES: _____

STATE OF MISSOURI
COUNTY OF GREENE

ON THE _____ DAY OF _____, 2013, BEFORE ME PERSONALLY APPEARED J TRENT COWHERD, TO ME KNOWN, WHO DULY SWORN, DID SAY THAT HE IS THE VICE PRESIDENT OF COWHERD CONSTRUCTION COMPANY, INC., AND THAT THE FOREGOING INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID COWHERD CONSTRUCTION COMPANY, INC.

IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL

AT MY OFFICE IN GREENE COUNTY, MISSOURI, THE FIRST DAY WRITTEN ABOVE.

NOTARY PUBLIC: _____

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

STATE OF MISSOURI COUNTY OF GREENE

ON THE _____ DAY OF _____, 2013, BEFORE ME PERSONALLY APPEARED OWEN SAMUEL THOMAS, TO ME KNOWN, WHO DULY SWORN, DID ACKNOWLEDGE THAT HE SIGNED THE FOREGOING INSTRUMENT AS HIS FREE ACT AND DEED.

IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN GREENE COUNTY, MISSOURI, THE FIRST DAY WRITTEN ABOVE.

NOTARY PUBLIC: _____

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

STATE OF MISSOURI COUNTY OF GREENE

ON THE _____ DAY OF _____, 2013, BEFORE ME PERSONALLY APPEARED JAMES VANZANDT , TO ME KNOWN, WHO DULY SWORN, DID ACKNOWLEDGE THAT HE SIGNED THE FOREGOING INSTRUMENT AS HIS FREE ACT AND DEED.

IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN GREENE COUNTY, MISSOURI, THE FIRST DAY WRITTEN ABOVE.

NOTARY PUBLIC: _____

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

STATE OF MISSOURI COUNTY OF GREENE

ON THE _____ DAY OF _____, 2013, BEFORE ME PERSONALLY APPEARED TONY DOLLARHIDE , TO ME KNOWN, WHO DULY SWORN, DID ACKNOWLEDGE THAT HE SIGNED THE FOREGOING INSTRUMENT AS HIS FREE ACT AND DEED.

IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN GREENE COUNTY, MISSOURI, THE FIRST DAY WRITTEN ABOVE.

NOTARY PUBLIC: _____

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

EXHIBIT A

LEGAL DESCRIPTION

PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 28 NORTH, RANGE 22 WEST IN THE CITY OF BATTLEFIELD, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 28 NORTH, RANGE 22 WEST; THENCE N01°55'00"E ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 796.56 FEET FOR THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN; THENCE S84°23'24"E ALONG THE NORTH LINE OF THE GETTYSBURG ADDRESS SUBDIVISIONS, 1180.07 FEET; THENCE EASTERLY ALONG THE NORTH LINE OF GETTYSBURG ADDRESS SUBDIVISION PHASE II, ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 21°54'08" AND A RADIUS OF 2800.00 FEET, AN ARC DISTANCE OF 1070.34 FEET; THENCE N73°42'28"E ALONG THE NORTH LINE OF GETTYSBURG ADDRESS SUBDIVISION PHASE II, 119.48 FEET TO THE NORTHEAST CORNER OF LOT 5 IN GETTYSBURG ADDRESS SUBDIVISION PHASE II; THENCE S20°22'56"E ALONG THE EASTERLY LINE OF SAID LOT 5, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 IN GETTYSBURG ADDRESS SUBDIVISION PHASE II; THENCE N69°37'04"E ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 269.38 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY FF; THENCE N02°54'11"W ALONG THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY FF, 150.10 FEET TO THE FORMER NORTHERLY RIGHT-OF-WAY LINE OF THE MISSOURI PACIFIC RAILROAD; THENCE SOUTHWESTERLY ALONG THE FORMER NORTHERLY RIGHT-OF-WAY LINE OF THE MISSOURI PACIFIC RAILROAD, ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°52'16", A RADIUS OFR 2814.80 FEET AND A CHORD BEARING OF S70°20'56"W, AN ARC DISTANCE OF 484.94 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DEEDED TO ROBERT WAYNE WHITEID AND EVELYN EILENE WHITEID AS DESCRIBED IN BOOK 1677, PAGE 1753 AT THE GREENE COUNTY RECORDER'S OFFICE; THENCE N01°57'44"E ALONG THE WEST LINE OF SAID WHITEID TRACT, 408.94 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE N88°18'49"W ALONG THE NORTH LINE OF THE OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER, 2148.15 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE S01°55'00"W ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 532.76 FEET TO THE POINT OF BEGINNING.