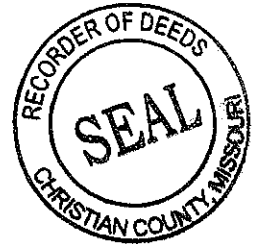




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 Christian County Recorder
 Roy Meadows Recorder of Deeds
 File# 2009-00009473

BK **2009** PG **9414**



**PROPERTY OWNERS ASSOCIATION DECLARATION
 THE BRIARS PHASE 2**

THIS ELECTION is made this 28th day of MAY, 2008, by Briars Development, LLC, a Missouri Limited Liability Company (Developer), and also referred to as Grantor for recording purposes.

WITNESSETH:

WHEREAS, Developer has executed and filed with the Recorder of Deeds in Christian County, Missouri, a Property Owners Association Declaration for The Briars Phase 1 ("Property Owners Association Declaration") recorded on July 3, 2006, in Book 2006 at page 13063; and

WHEREAS, Article X of the Property Owners Association Declaration for The Briars Phase 1 allows for the right of the Developer to add to the existing District and to the operation of the provisions of the Property Owners Association Declaration such other adjacent lands owned by Developer, and thereby subjecting land to all of the provisions of the Property Owners Association Declaration for The Briars Phase 1; and

WHEREAS, Developer is the owner of land located adjacent to The Briars Phase 1 and desires to subject an adjacent tract of land to the Property Owners Association Declaration for The Briars Phase 1, composed, in part, of the following described lots and tracts, to-wit:

See attached EXHIBIT A, page 10; and

WHEREAS, Developer, as the present owner and developer of the above-described lots and tracts, desires to create and maintain a residential neighborhood and a property owners association for the purpose of enhancing and protecting the value, desirability, attractiveness and maintenance of the property within the subdivision; and

WHEREAS, the owners of Lots 104, 109, 113, 115, 116, 117, 132, 137, and 140 of The Briars Phase 2 desire to consent to this election by Developer.

NOW THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns and for its future grantees, hereby subjects the land described on the attached Exhibit A, and also known as The Briars Phase 2, to the following:

1. All of the provisions of the Property Owners Association Declaration recorded in Book 2006 at page 13063 of the Christian County Recorder's office, and also shown on the attached Exhibit B.

BRIARS DEVELOPMENT, LLC

MGM Properties, Inc., Member

By: Terry McKee
Terry McKee, President

Attest: Keith McKee
Keith McKee, Secretary

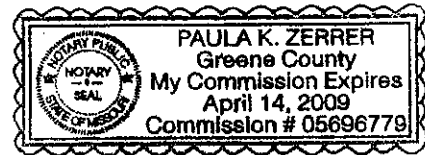


STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

On this 28th day of MAY, 2008, before me, PAULA K. ZERRER, a Notary Public in and for said State, personally appeared Terry McKee, President of MGM Properties, Inc., member of Briars Development, LLC, known to me to be the person who executed the within Property Owners Association Declaration, The Briars Phase 2, in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

Paula K. Zerrer
Notary Public

My commission expires: APRIL 14, 2009



AFTER RECORDING, RETURN TO:
Rick J. Muenks, Attorney at Law
3041 S. Kimbrough Ave., Ste. 106
Springfield, MO 65807

2

Owner Lot 104 and 113:

ROHRER CONSTRUCTION, INC.

By: Chad R

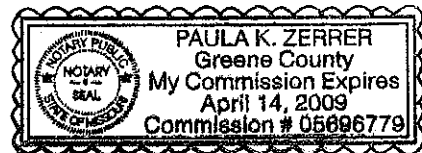
Its: PRESIDENT

STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

On this 16th day of JUNE, 2008, before me, PAULA K. ZERRER, a Notary Public in and for said state, personally appeared CHAD ROHRER, President (title) of Rohrer Construction, Inc., known to me to be the person who executed and consents to the within Property Owners Association Declaration, The Briars Phase 2, in behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.

Paula K. Zerrer
Notary Public

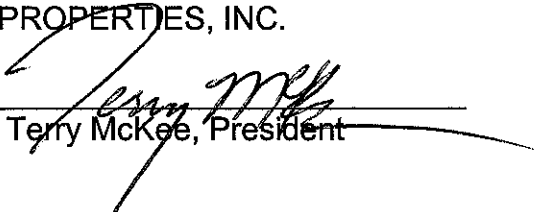
My commission expires: April 14, 2009



Owner of Lots 109, 116 and 140:

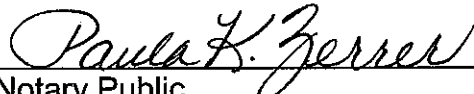
MGM PROPERTIES, INC.

By:

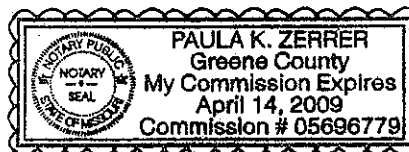

Terry McKee, President

STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

On this 28th day of MAY, 2008, before me, PAULA K. ZERRER, a Notary Public in and for said state, personally appeared Terry McKee, President of MGM Properties, Inc., known to me to be the person who executed and consents to the within Property Owners Association Declaration, The Briars Phase 2, in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.


Notary Public

My commission expires: APRIL 14, 2009



Co-Owners of Lot 117:

Greg Maggard
Greg Maggard

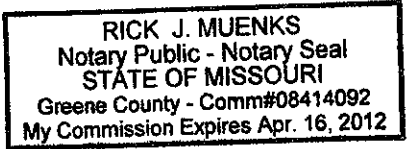
Sarah Maggard
Sarah Maggard

STATE OF MISSOURI)
COUNTY OF Greene) SS

On this 15th day of December, 2008, before me, Rick J. Muenks, a Notary Public in and for said state, personally appeared Greg Maggard and Sarah Maggard, known to me to be the persons who executed and consents to the within Property Owners Association Declaration, The Briars Phase 2, and acknowledged to me that they executed the same for the purposes therein stated.

Rick J. Muenks
Notary Public

My commission expires: 4/16/2012



Owner of Lot 132:

Hammer & Nail Construction Services, LLC

By: *Jason Gaunt*
Jason Gaunt, Member

STATE OF MISSOURI)
) SS.
COUNTY OF Greene)

On this 15th day of December, 2008, before me, Rick J. Muenks
a Notary Public in and for said State, personally appeared Jason Gaunt, Member of Hammer &
Nail Construction Services, LLC, known to me to be the person who executed and consents to
the within Property Owners Association Declaration, The Briars Phase 2, in behalf of said
limited liability company and acknowledged to me that he executed the same for the purposes
therein stated.

RJ Muenks
Notary Public

My commission expires: 4/16/2012

RICK J. MUENKS
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County - Comm#08414092
My Commission Expires Apr. 16, 2012

EXHIBIT A

THE BRIARS PHASE 2:

THAT CERTAIN PARCEL OR TRACT OF LAND BEING A PART OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 19 AND A PART OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 20 ALL IN TOWNSHIP 27 NORTH, RANGE 23 WEST, IN THE CITY OF CLEVER, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

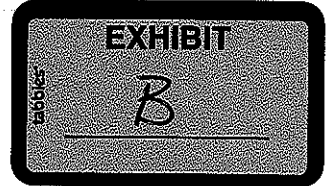
COMMENCING AT A 60D NAIL AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE ¼) OF THE NE ¼ OF SAID SECTION 19; THENCE N01°42'14"E, A DISTANCE OF 20.00 FEET TO AN IRON PIN SET ON THE NORTH RIGHT-OF-WAY LINE OF K-HILL ROAD, AS IT NOW EXISTS, FOR A POINT OF BEGINNING; THENCE N87°57'51"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 464.35 FEET TO AN EXISTING IRON PIN AT THE SOUTHEAST CORNER OF LOT 91 IN "THE BRIARS PHASE 1", A SUBDIVISION IN THE CITY OF CLEVER, CHRISTIAN COUNTY, MISSOURI; THENCE ALONG THE EAST LINE OF SAID LOT 91 THE FOLLOWING SEVEN (7) COURSES: 1) THENCE N29°31'07"E, A DISTANCE OF 96.50 FEET TO AN EXISTING IRON PIN; 2) THENCE N14°17'27"E A DISTANCE OF 109.26 FEET TO AN EXISTING IRON PIN; 3) THENCE N02°02'09"E, A DISTANCE OF 191.96 FEET TO AN EXISTING IRON PIN; 4) THENCE N11°35'35"E, A DISTANCE OF 115.59 FEET TO AN EXISTING IRON PIN; 5) THENCE N12°20'47"E, A DISTANCE OF 61.22 FEET TO AN EXISTING IRON PIN; 6) THENCE N04°48'26"E, A DISTANCE OF 59.72 FEET TO AN EXISTING IRON PIN; 7) THENCE N01°42'14"E, A DISTANCE OF 68.95 FEET TO AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF SAID LOT 91; THENCE CONTINUING N01°42'14"E, A DISTANCE OF 561.05 FEET TO AN IRON PIN SET; THENCE N07°34'23"W, A DISTANCE OF 57.55 FEET TO AN IRON PIN SET; THENCE WESTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 09°06'07", A CHORD BEARING OF S86°58'40"W, AN ARC LENGTH OF 67.51 FEET TO AN IRON PIN SET; THENCE N01°31'43"E, A DISTANCE OF 170.00 FEET TO AN EXISTING IRON PIN AT THE SOUTHEAST CORNER OF LOT 37 IN SAID "THE BRIARS PHASE 1"; THENCE N01°31'43"E, ALONG THE EAST LINE OF SAID LOT 37, A DISTANCE OF 75.90 FEET TO AN EXISTING IRON PIN; THENCE N07°28'20"E, ALONG SAID EAST LINE, A DISTANCE OF 51.98 FEET TO AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF SAID LOT 37; THENCE N22°49'23"E, ALONG THE EAST LINE OF LOT 38 IN SAID "THE BRIARS PHASE 1", A DISTANCE OF 85.00 FEET TO AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF SAID LOT 38; THENCE S67°10'37"E, ALONG THE SOUTH LINE OF LOT 53 IN SAID "THE BRIARS PHASE 1", A DISTANCE OF 101.08 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF LOT 54 IN SAID "THE BRIARS PHASE 1"; THENCE S84°10'45"E, ALONG THE SOUTH LINE OF SAID LOT 54, A DISTANCE OF 129.88 FEET TO AN EXISTING IRON PIN AT THE SOUTHEAST CORNER OF SAID LOT 54; THENCE SOUTHEASTERLY ALONG THE WEST RIGHT-OF-WAY LINE OF SNOW DROP AVENUE, AS IT NOW EXISTS, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 03°28'17", A CHORD BEARING OF S35°41'25"E, AN ARC LENGTH OF 19.99 FEET TO AN EXISTING IRON PIN; THENCE SOUTHEASTERLY ALONG SAID WEST RIGHT-OF-WAY LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 04°49'27", A CHORD BEARING OF S35°00'50"E, AN ARC LENGTH OF 39.57 FEET TO AN EXISTING IRON PIN; THENCE N57°23'53"E, A DISTANCE OF 60.00 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF LOT 55 IN SAID "THE BRIARS PHASE 1"; THENCE S88°16'37"E, ALONG THE SOUTH LINE OF SAID LOT 55 AND THE SOUTH LINE OF LOTS 16, 17, 18, 19, 20, AND 21 IN "SOUTHWEST PLACE II", A SUBDIVISION IN

THE CITY OF CLEVER, CHRISTIAN COUNTY, MISSOURI, A DISTANCE OF 536.19 FEET TO AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF LOT 23 IN SAID "SOUTHWEST PLACE II"; THENCE S01°41'58"W, ALONG THE WEST LINE OF LOTS 23, 24, 25 AND 26 IN SAID "SOUTHWEST PLACE II", A DISTANCE OF 301.16 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF SAID LOT 26; THENCE N87°57'26"W, ALONG THE SOUTH LINE OF THE NW ¼ OF THE NW ¼ OF SAID SECTION 20, A DISTANCE OF 444.03 FEET TO AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 19; THENCE S01°42'14"E, ALONG THE EAST LINE OF SAID SE ¼ OF THE NE ¼, A DISTANCE OF 1320.21 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 17.626 ACRES (MORE OR LESS) AND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.

10



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Christian County Recorder
Roy Meadows Recorder of Deeds
File# 2006-00013213
BK 2006 PG 13063



**PROPERTY OWNERS ASSOCIATION DECLARATION
THE BRIARS, PHASE I**

THIS DECLARATION, made as of the 29 day of June, 2006, by Briars Development, LLC, a Missouri Limited Liability Company, hereinafter referred to as "Developer," whether one or more.

WITNESSETH:

WHEREAS, Developer has executed and filed with the Recorder of Deeds of Christian County, Missouri, a plat of the subdivision known as "The Briars, Phase I"; and

WHEREAS, such plat creates the subdivision of The Briars, Phase I, composed, in part, of the following described lots and tracts, to-wit:

All of Lot 1 through Lot 101, inclusive, Final Plat, The Briars, Phase I, City of Clever, Christian County, Missouri.

and

WHEREAS, Developer, as the present owner and developer of the above-described lots and tracts, desires to create and maintain a residential neighborhood and a property owners' association for the purpose of enhancing and protecting the value, desirability, attractiveness and maintenance of the property within the subdivision;

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby subjects all of the above-described lots to the covenants, charges, assessments and easements hereinafter set forth.

ARTICLE I

DEFINITIONS

For purposes of this Declaration, the following definitions shall apply:

(a) "Board of Directors" shall mean the Board of Directors of the Property Owners Association.

//

(b) "Certificate of Substantial Completion" shall mean a certificate executed, acknowledged and recorded by the Developer stating that all, or at the Developer's discretion, substantially all, of the Lots in the District (as then composed or contemplated by the Developer) have been sold by the Developer and the residences to be constructed thereon are substantially completed.

(c) "Common Areas" shall mean (i) street right-of-ways, (ii) streets and street islands, (iii) gateways, entrances, monuments, berms and other ornamental areas and related utilities, street lights, sprinkler systems and landscaping constructed or installed by or for the Developer at or near the entrance of any street or along any street, and any easements related thereto, (iv) detention areas and drainage easements, including, but not limited to, Lot 24 and Lot 91 as shown on plat for The Briars, Phase I, and (v) all other areas and places, together with all improvements thereon and thereto (including any swimming pool, tennis courts, clubhouse or other recreational facilities that may be constructed or erected), which are intended for the use, benefit or enjoyment of all of the Owners within the District, whether or not any "Common Area" is located on any Lot, all as shown on the recorded plat of all or part of the District.

(d) "Developer" shall mean and refer to Briars Development, LLC, its successors and assigns.

(e) "District" shall mean all of the above-described lots in The Briars, Phase I, all Common Areas, and all additional property which hereafter may be made subject hereto in the manner provided herein.

(f) "Property Owners Association" shall mean the Missouri not-for-profit corporation to be formed by the Developer for the purpose of serving as the Property owners association for the District.

(g) "Lot" shall mean any lot shown as a separate lot on any recorded plat of all or part of the District.

(h) "Owner" shall mean the record owner in fee simple of any Lot, including the Developer.

(i) "Street" or "street" shall mean any public street, road, terrace, circle, boulevard or cul-de-sac shown on any recorded plat of all or part of the District.

ARTICLE II

PROPERTY OWNERS ASSOCIATION MEMBERSHIP, VOTING AND MANAGEMENT

Membership in the Property Owners Association shall be limited to the Owners of Lots within the District, and every such Owner shall automatically be and become a member upon acquisition of fee title to a Lot. The Property Owners Association shall have only one class of membership. Each member shall have one vote for each Lot for which he is the Owner and upon which he shall not be delinquent in the payment of any assessment; provided, however, that when more than one person is an Owner of any particular Lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall the vote be divided nor shall more than one vote be cast with respect to such Lot.

12

ARTICLE III

POWERS AND DUTIES OF THE PROPERTY OWNERS ASSOCIATION

1. In addition to the powers granted by other portions of this Declaration, by any deeds, declarations or plats covering the property in the District or by law, the Property Owners Association shall have the power and authority to do and perform all such acts as may be deemed necessary or appropriate by its Board of Directors to carry out and effectuate the purposes of this Declaration, including, without limitation:

(a) To enforce, in its own name, any and all building, use or other restrictions, obligations, agreements or reservations which have been or hereafter may be imposed upon any of the Lots; provided, however, that this right of enforcement shall not serve to prevent changes, releases or modifications of restrictions, obligations, agreements or reservations from being made by the parties having the right to make such changes, releases or modifications under the terms of the deeds, declarations or plats in which such restrictions, obligations, agreements and reservations are set forth. The expense and cost of any such enforcement proceedings by the Property Owners Association may be paid out of the general fund of the Property Owners Association, as herein provided. Nothing herein contained shall be deemed or construed to prevent the Developer or any Owner from enforcing any building, use or other restrictions in its or his or her own name.

(b) To acquire and own title to or interests in, and exercise control over, the Common Areas, subject to the rights (including ownership) of any governmental authority, utility or any other person or entity therein or thereto.

(c) To maintain public liability, workers' compensation, fidelity, fire and other casualty, director and officer liability, indemnification and other insurance with respect to the activities of the Property Owners Association and the property within the District.

(d) To levy and collect the assessments which are provided for in this Declaration and to maintain accounts and accounting records with respect thereto.

(e) To enter into and perform agreements from time to time with the Developer and other parties regarding the performance of services and matters benefiting both the Developer and the Property Owners Association and its members and the sharing of the expenses associated therewith.

(f) To enter into and perform agreements with the Developer, other developers, other property owners' associations and other parties relating to the joint use, operation and maintenance of any recreational facilities and other similar common areas, whether in or outside the District, and the sharing of expenses related thereto.

(g) To engage the services of a management company or other person or entity to carry out and perform all or any part of the functions and powers of the Property Owners Association, including, without limitation, keeping of books and records, operation and maintenance of Common Areas and maintenance of lawns and landscaping.

(h) To engage the services of a security guard or security patrol service.

(i) To provide for the collection and disposal of rubbish and garbage; to pick up and remove loose material, trash and rubbish of all kinds in the District; and to do any other things necessary or desirable in the judgment of the Board of Directors of the Property Owners Association to keep any property in the District neat in appearance and in good order.

(j) To exercise any architectural and aesthetic control and authority given and assigned to it in this Declaration or in any other deed, declaration or plat relating to all or any part of the District.

(k) To make, amend and revoke reasonable rules, regulations, restrictions and guidelines (including, without limitation, regarding the use of Common Areas) and to provide means to enforce such rules, regulations and guidelines for the purpose of adequately and properly carrying out the provisions and purposes of this Declaration.

(l) To exercise such other powers as may be set forth in the Articles of Incorporation or Bylaws of the Property Owners Association.

2. In addition to the duties required by other portions of this Declaration and by law, the Property Owners Association shall have the following duties and obligations with respect to providing services to Owners within the District:

(a) Except as otherwise provided in any agreement with the Developer, the Property Owners Association shall at all times pay and be responsible for the proper maintenance of, and shall maintain, the Common Areas, including, but not limited to, drainage detention facilities, subject to any control thereover maintained by any governmental authority, utility or other person or entity. The Common Area shall include, but not be limited to, the detention areas shown on the plat for The Briars, Phase I, and legally described as: Lot 24 and Lot 91.

ARTICLE IV

METHOD OF PROVIDING GENERAL FUNDS

1. For the purpose of providing a general fund to enable the Property Owners Association to exercise the powers, maintain the improvements and render the services provided for herein, all Lots in the District, other than Lots then owned by the Developer, shall be subject to an annual assessment to be paid to the Property Owners Association by the respective Owners thereof as provided in this Article IV. The amount of such assessment per Lot shall be fixed periodically by the Property Owners Association, and, until further action of the Property Owners Association, shall be \$ _____ per year.

2. The rate of assessment upon each Lot in the District may be increased or decreased (a) annually by the Board of Directors to an amount not to exceed twenty-five percent (25%) of the rate of assessment then in effect, or (b) at any time or times at a meeting of the members specially called for that purpose and of which advance notice is given and if at least fifty percent (50%) of the members present at such meeting and entitled to vote authorize such increase or decrease by an affirmative vote therefor; provided, however, that the rate of assessment may not be less than an amount that is necessary to permit the Property Owners Association to perform its duties as specified in subsection 2 of Article III above.

3. The assessment provided for herein shall be due and payable on such dates as shall be determined by the Board of Directors from time to time, and may be made payable in

installments at the discretion and in such manner as the Board of Directors shall determine; provided, however, that the first assessment for each Lot shall be due and payable upon the earlier of occupancy of the residence on the Lot or the closing of the sale of the Lot from the builder to the buyer and shall be prorated as of the date thereof. No Owner or Lot shall be entitled to receive any services to be provided by and through the Property Owners Association or to use any Common Areas other than streets until such time as the first assessment has been paid.

ARTICLE V

LIEB ON REAL ESTATE

1. Each Owner (other than the Developer) shall be personally liable for payment of all assessments becoming due and payable during the time such Owner holds fee title to a Lot, and the assessment shall become a lien on such Lot as soon as it is due and payable. In the event of the failure of any Owner to pay any assessment within thirty (30) days of the due date thereof, then such assessment shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid. Should an attorney be engaged to collect any assessment hereunder, all costs of collecting such assessment, including court costs and reasonable attorneys' fees, shall, to the extent permitted by applicable law, be added to the amount of the assessment being collected and the lien on the Lot.

2. All liens on any Lot for assessments provided for herein shall be inferior and subordinate to the lien of any valid purchase money first mortgage or deed of trust now existing or which may hereafter be placed upon such Lot.

3. Nonpayment of any assessment provided for herein within thirty (30) days from the due date thereof shall cause such assessment to become delinquent. Payment of both principal and interest of a delinquent assessment may be enforced as a mortgage lien on such Lot through proceedings in any court in Christian County, Missouri, having jurisdiction of suits for the enforcement of such liens, or by any other appropriate proceedings allowed by law. The Property Owners Association may file certificates of nonpayment of assessments in the office of the Recorder of Deeds of Christian County, Missouri, whenever any assessment is delinquent. For each certificate so filed, the Property Owners Association shall be entitled to collect from the Owner of the Lot described therein a fee established by the Property Owners Association from time to time, which initially shall be \$_____, which fee shall be added to the amount of the delinquent assessment and the lien on the Lot.

4. Such liens shall continue for a period of ten (10) years from the date of delinquency and no longer, unless within such period suit shall have been instituted for collection of the assessment, in which case the lien shall continue until payment in full or termination of the suit and sale of the property under execution of judgment.

5. The Property Owners Association may cease to provide any or all of the services to be provided by or through the Property Owners Association with respect to any Lot during any period that the Owner is delinquent in the payment of any assessment (including special assessments) due under this Declaration, and no such cessation of services shall result in a reduction of any amount due from the Owner before, during or after such cessation. No Owner shall be entitled to use any Common Areas (other than streets) during such period of delinquency.

15

ARTICLE VI

SPECIAL ASSESSMENTS

In addition to the other assessments provided for herein, the Board of Directors (a) shall have the authority to levy from time to time a special assessment against any Lot (other than any Lot when owned by the Developer) and its Owner (other than the Developer) to the extent the Property Owners Association expends any money (whether for services or materials or otherwise) to correct or eliminate any breach by such Owner of any agreement, obligation, reservation or restriction contained in any deed, declaration or plat covering such Lot (including, without limitation, to maintain or repair any Lot or improvement thereon) and (b) shall levy from time to time special assessments against each and every Lot (other than any Lot then owned by the Developer) in an equal amount that is sufficient, when aggregated, to enable the Property Owners Association to perform its duties as specified in subsection 2 of Article III hereof that require any expenditure during any period in an amount in excess of the general funds of the Property Owners Association available therefor. In addition, special assessments against each and every Lot (other than any Lot then owned by the Developer) to pay the costs of constructing, maintaining, altering or repairing any Common Area or improvement thereon may be levied (i) if fifty percent (50%) of the Owners (other than the Developer if it is then an Owner) present and entitled to vote at a meeting of the members specially called for that purpose and of which advance notice is given authorize such special assessments by an affirmative vote therefor, and (ii) if the Developer, if it is then an Owner, approves such special assessments in writing. Special assessments shall be due and payable, shall be the personal obligation of the then-Owner of each Lot and shall become a lien on such Lot upon notice to such Owner of the assessment. Interest at the rate of eighteen percent (18%) per annum shall accrue from the due date until paid and shall also be part of the lien against such Lot. Such lien shall be enforced and terminated in accordance with the provisions of Article V above.

ARTICLE VII

LIMITATION ON EXPENDITURES

The Property Owners Association shall at no time expend more money within any one year than the total amount of the assessments (including special assessments) for that particular year, plus any surplus and available reserves which it may have on hand from prior years; nor shall the Property Owners Association have the power to enter into any contract which binds the Property Owners Association to pay for any obligation out of the assessments for any future year, except for contracts for utilities, maintenance or similar services or matters to be performed for or received by the Property Owners Association or its members in subsequent years.

ARTICLE VIII

COMMON AREAS

The Developer covenants and agrees to convey title to or its interest in the Common Areas (except any part thereof that is within any Lot or outside the District) to the Property Owners Association, without cost to the Property Owners Association, not later than one month after the Developer has recorded the Certificate of Substantial Completion.

16

ARTICLE IX

NOTICES

1. At least thirty (30) days prior to any meeting of the Property Owners Association, it shall give written notice to all members of the place, time and purpose of the regular or special meeting of the Property Owners Association.
2. The Property Owners Association shall designate from time to time, by notice to all Owners, the place where payment of assessments shall be made and the place or places where other business in connection with the Property Owners Association may be transacted and where the Property Owners Association may be contacted.
3. All notices required or permitted under this Declaration shall be deemed given if deposited in the United States Mail, postage prepaid, and addressed to the person entitled to such notice at the last address listed with the Property Owners Association for such person. Notice to one co-owner shall constitute notice to all co-owners.

ARTICLE X

EXTENSION OF DISTRICT

The Developer shall have, and expressly reserves, the right, from time to time, to add to the existing District and to the operation of the provisions of this Declaration such other adjacent (without reference to streets and right-of-ways) lands as it may now own or hereafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in good faith.

ARTICLE XI

OBSERVANCE OF ALL LAWS

The Property Owners Association shall at all times observe all applicable federal, state, county, city or other laws, rules, regulations and ordinances. If at any time any of the provisions of this Declaration shall be found to be in conflict with such laws, rules, regulations or ordinances such provisions shall be of no force or effect to the extent of such conflict for so long as such conflict exists, but no other parts of this Declaration not in conflict therewith shall be affected thereby.

ARTICLE XII

AMENDMENT AND TERMINATION

This Declaration may be amended or modified, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by both (a) the Owners (excluding therein the Developer if it is then an Owner) of fifty percent (50%) of the

Lots (excluding those owned by the Developer) within the District as then constituted and (b) the Developer if it is then an Owner.

ARTICLE XIII

ASSIGNMENT

1. The Developer shall have the right and authority from time to time, by appropriate agreement made expressly for that purpose and recorded in the office of the Recorder of Deeds of Christian County, Missouri, to assign, convey, transfer and set over to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for any or all such purposes be the Developer hereunder with respect to the rights, benefits, powers, reservations, privileges, duties and responsibilities so assigned. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.

2. So long as the Developer is an Owner, the Property Owners Association shall have no right, without the written consent of the Developer, to assign, convey, transfer or set over all or any part of its rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.

ARTICLE XIV

COVENANTS RUNNING WITH THE LAND

All provisions of this Declaration shall be deemed to be covenants running with the land and into whosoever hands any of the property in the District shall come, for the benefit of all the land in the District.

ARTICLE XV

SEVERABILITY

Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed the day and year first above written.

BRIARS DEVELOPMENT, LLC

MGM Properties, Inc., Member

By: 
Terry McKee, President

18

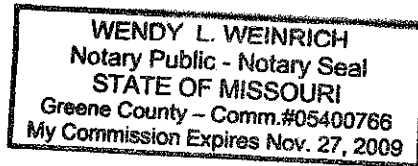
STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

On this 29 day of June, 2006, before me, Wendy L. Weinrich
a Notary Public in and for said State, personally appeared Terry McKee, President of MGM
Properties, Inc., member of Briars Development, LLC, and known to me to be the person who
executed the within Property Owners Association Declaration of The Briars Subdivision in behalf
of said limited liability company and acknowledged to me that he executed the same for the
purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in
the County and State aforesaid, the day and year last above written.

Wendy L. Weinrich
Wendy L. Weinrich, Notary Public

My commission expires: 11-27-09



After recording, return to:
Rick J. Muenks, Attorney at Law
333 Park Central East, Ste. 505
Springfield, MO 65806

19

Image# 002813630002 Type: LAN
Recorded: 01/16/2007 at 09:41:44 AM
Total Amt: \$27.00 Page 1 of 2
Christian County Recorder
Roy Meadows Recorder of Deeds
File# 2007-00000897
BK 2007 PG 886



**FIRST AMENDMENT PROPERTY OWNERS ASSOCIATION DECLARATION
THE BRIARS, PHASE I**

THIS FIRST AMENDMENT TO THE PROPERTY OWNERS ASSOCIATION DECLARATION, made as of the 11th day of January, 2007, by Briars Development, LLC, a Missouri Limited Liability Company, hereinafter referred to as "Developer," whether one or more.

WITNESSETH:

WHEREAS, Developer has executed and filed with the Recorder of Deeds of Christian County, Missouri, a Property Owners Association Declaration for "The Briars, Phase I," dated June 29, 2006, and recorded on July 3, 2006, in Book 2006, starting at page 13063, of the records of the Christian County Recorder's office; and

WHEREAS, Article XII of the Property Owners Declaration allows for amendment or modification, in whole or in part, at any time by duly acknowledged and recorded written agreement signed by both (a) the Owners of fifty percent (50%) of the lots (excluding those owned by the Developer) within the District as then constituted and (b) the Developer if it is then an Owner; and

WHEREAS, Developer is the only Owner of the Lots contained within The Briars, Phase I, City of Clever, Christian County, Missouri; and

WHEREAS, the Owner desires to remove Lot 1 through Lot 12, inclusive, of The Briars, Phase I from the Property Owners Association Declaration; and

WHEREAS, the Developer is exercising its rights under Article XII of the Property Owners Association Declaration for The Briars, Phase I.

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that:

1. All of Lot 1 through Lot 12, inclusive, of The Briars, Phase I is hereby excluded from the Property Owners Association Declaration.

20

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2. All other provisions contained in the Property Owners Association Declaration for The Briars, Phase I, as executed on June 29, 2006, and as recorded on July 3, 2006, in Book 2006, starting at page 13063, of the records of the Christian County Recorder's office remain the same.

IN WITNESS WHEREOF, the Developer has caused this First Amended Declaration to be duly executed the day and year first above written.

BRIARS DEVELOPMENT, LLC

MGM Properties, Inc., Member

By: *Rex Maples*
Rex Maples, Vice President

STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

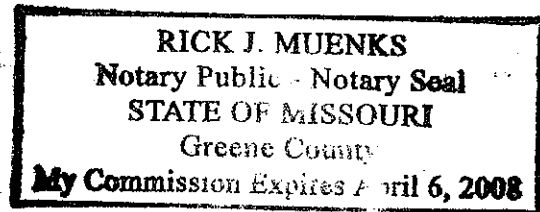
On this 11th day of January, 2007, before me, *Rick J. Muenks* a Notary Public in and for said State, personally appeared Rex Maples, Vice President of MGM Properties, Inc., member of Briars Development, LLC, and known to me to be the person who executed the within First Amendment Property Owners Association Declaration of The Briars, Phase I Subdivision in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

Rick J. Muenks
Rick J. Muenks, Notary Public

My commission expires: 4/6/2008

After recording, return to:
Rick J. Muenks, Attorney at Law
3041 S. Kimbrough Avenue, Ste. 106
Springfield, MO 65807



2/21
2/2