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Page:037331-20  
14 pages

REAL ESTATE DOCUMENT  
GREENE COUNTY, MISSOURI  
RECORDERS CERTIFICATION

*Christina Spaulding*

RECORDER OF DEEDS

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document: Declaration of Covenants, Conditions and Restrictions of Paragon Court

Date of Document: July 28, 2020

Grantor: BYBC, LLC

Grantee: None

Legal Description:

Return to: Cory Collins  
Husch Blackwell, LLP  
901 E. St. Louis Street, Suite 1800  
Springfield, Missouri 65806

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Declaration of Covenants, Conditions and Restrictions. In the event of a conflict between the provisions of the attached Declaration of Covenants, Conditions and Restrictions and the provisions of this cover page, the attached Declaration of Covenants, Conditions and Restrictions shall prevail and control.

*City P4Z*



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
PARAGON COURT

THIS DECLARATION, made and entered into this 28 day of July, 2020, by BYBC, LLC, a Missouri Limited Liability Company, the present owner of record of the Property, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of that certain tract of real property commonly referred to as Paragon Court, and being more particularly described on Exhibit "A" which is attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Property is being developed and platted as a residential subdivision to be known as Paragon Court Subdivision; and

WHEREAS, Developer desires to establish and secure the enforcement of uniform restrictive covenants upon the use and development of lots within the Paragon Court Subdivision; and

WHEREAS, Developer desires to provide for the maintenance and upkeep of the Common Detention and Drainage Areas.

NOW, THEREFORE, by this instrument there are created, declared, and established in Paragon Court, the following restrictive covenants, easements, reservations, and requirements upon the lands within such subdivision, which restrictive covenants, easements, reservations and requirements shall run with the land and perpetually remain in full force and effect.

ARTICLE I  
PROPERTY SUBJECT TO THE RESTRICTIONS

Section 1: General Declaration Creating the Paragon Court Restrictions. Developer is creating Paragon Court by subdivision of the real estate contained therein into various Lots, Common Area, public streets, and easements. Developer hereby declares that all of the real property within Paragon Court 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 is established for the purpose of enhancing and perfecting 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 Paragon Court for all purposes and shall

be binding upon and inure to the benefit of Developer, the Association, and all Owners and their successors in interest.

Section 2: Acceptance of 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, shall be bound to the covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments hereto. 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 Property and each such person hereby acknowledges, agrees and accepts their responsibility to provide a copy of these Covenants, Conditions and Restrictions of Paragon Court to any future purchaser or successor owner. The failure, in any response, of any owner, seller or person required to provide a copy of these Covenants, Conditions and Restrictions to a successor owner shall in no manner, respect or way invalidate, release or otherwise affect the enforceability of these Covenants, Conditions and Restrictions as against the purchaser or successor owner in any form or fashion.

## ARTICLE II DEFINITIONS

Section 1: As used in this Declaration of Restrictions:

(a) "Association" shall mean and refer to the Paragon Court Property Owners Association, Inc., its successors and assigns.

(b) "Common Detention and Drainage Area" shall mean all real property owned by the Association or designated as Water Detention, Drainage, Open or Common Area, which may or may not be part of an Owners lot, on any of the Paragon Court final plats and intended for the common use and enjoyment of the Owners.

(c) "Developer" shall mean BYBC, LLC and any entity designated by BYBC, LLC as a Developer or its successors or assigns.

(d) "Declaration" shall mean these Covenants, Conditions and Restrictions and all other provisions set forth in this entire Document, as the same may from time to time be amended, which relate to all or part of Paragon Court.

(e) "Property" or "Properties" shall mean that real property described on Exhibit "A" which is also preliminarily platted and will be final platted as Paragon Court Subdivision .

(f) "Owner(s)" shall mean the record owner, whether one or more persons or entities, of a fee or undivided interest in any Lot. The foregoing does not include any persons or entities who hold an interest in any Lot merely as security for the performance

of an obligation. Except as stated otherwise in this Declaration, the term "Owner" shall not include a lessee or tenant.

(g) "Lot" shall mean any parcel of the Property designated as a Lot on any recorded Plat and any parcel or tract of the Property which is created by a Minor Subdivision recorded with the Greene County Recorder of Deeds.

(h) "Subdivision Plat" shall mean a recorded plat covering any or all of the Property.

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

(j) "Paragon Court Subdivision" shall mean the Property set forth in (e) above.

(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, the Articles of Incorporation or By-Laws of the Association or any amendments to any of these documents.

### ARTICLE III COMMON AREAS, DETENTION AND DRAINAGE AREAS

The primary Common Areas and Detention and Drainage Area for Paragon Court is the detention basin and drainage improvements as set forth on the Final Development Plan of Paragon Court. The detention requirements of each lot in Paragon Court are met collectively by this detention area. Since each Owner receives benefit from this Common Detention and Drainage Area, the Association shall have the responsibility for maintaining the Common Detention and Drainage Area and shall be responsible for the payment of any taxes and insurance on the Common Detention and Drainage Area. The Common Detention and Drainage Area shall be maintained in compliance with the City of Springfield's Flood Control and Water Quality Protection Manual of April 2018.

Notwithstanding any other provision to the contrary within this Declaration, and in conjunction with the powers granted to the City of Springfield under Article I, Land Development Code, Section 5-2300, et seq., as amended, readopted or recodified from time to time, which is incorporated herein by reference, in the event for any reason the Association should fail to maintain any Common Areas or Detention and Drainage Areas, or in the event the Association should be dissolved for any reason or cease to exist, and the Lot Owners fail to maintain such Common Areas or Detention and Drainage Areas, then the City shall have the right and full authority and ability to intercede and maintain the Common Areas or Detention and Drainage Areas and assess the City's costs of same to the Lot Owners within the subdivision or any lot or parcels previously served by the Association or any of the Common Areas or Detention and Drainage Areas of the subdivision, on a pro rata basis of square footage of the lots within the area previously served by the Association and such shall run as a lien against the lots.

The City shall be given the power provided herein, as well as any other remedy available to it under Law, to set and enforce such assessments to pay for the maintenance of, or abatement of any nuisance contained in, any Common Area or Areas. The Association may not be dissolved without the written consent of the City Manager of the City.

ARTICLE IV  
THE PARAGON COURT PROPERTY OWNERS ASSOCIATION

Section 1: Organization.

(a) The Association. The Association is a nonprofit corporation organized and existing under the General Not-For-Profit Corporation Act of the State of Missouri, charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation, By-Laws, and this Declaration. This Association may not be dissolved, nor may they be amended to affect any right of the City of Springfield set forth herein, without the consent of the City of Springfield by letter of consent from the Mayor or City Manager. Neither the Articles nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

(b) Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors 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 this Declaration of Restrictions, the Articles and By-Laws.

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

Section 4: Personal Liability. No Member of the Board of Directors 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 in good faith, without willful or intentional misconduct.

ARTICLE V  
MEMBERSHIP AND VOTING RIGHTS

Section 1: Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2: Management and Voting Rights: 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. On those matters subject to a vote of the membership, such as the election of directors, each member shall have a vote equal to the percentage which is determined by dividing the square footage of the Property owned by the Owner by the total square footage of the Property, exclusive of Common Detention and Drainage Area.

ARTICLE VI  
COVENANT FOR ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligations of Assessments. The Developer for each Lot owned within Paragon Court hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the Annual assessments or charges, such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest accruing on delinquent assessments and the costs, including a reasonable attorney's fee, incurred in collecting delinquent assessments, shall, to the full extent permitted by law, be a charge on the Lot and shall be a continuing lien upon the Lot, or portions thereof, against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot on the effective date of the assessment. The personal obligation for delinquent assessments shall pass to successors in title and, in addition, the lien above-mentioned arising by reason of such assessment shall continue to be a charge and lien upon the Lot as above provided. The amount of the annual assessment as determined in this Article VI shall be prorated among the Owners on a square footage basis. The annual assessments for each Owner shall be equal to the total assessment multiplied by the percentage which is to be determined by dividing the square footage of the Property owned by the Owner by the total square footage of the Property, exclusive of Common Detention and Drainage Area.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the general benefit, safety and welfare of the Owners of Paragon Court. The primary benefit being the provision for the improvement, construction, repair, maintenance, care, upkeep and management of the Common Detention and Drainage

Area and the improvements and facilities thereon; and further, shall include the payment of any taxes and assessments, which may be assessed and levied upon the Common Detention and Drainage Area or any property owned by the Association, together with all other costs and expenses related to the management and maintenance of the Common Detention and Drainage Area or public rights of way or easements which the Association may agree to maintain or improve and all operating expenses of the Association. 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. The annual assessment shall be an amount determined by the Board which is sufficient, in the aggregate, to pay for the maintenance, taxes and insurance on the Common Detention and Drainage Area and public rights of way easements which the Association agrees to maintain or improve, and all other annual expenses of the Association. The Board shall establish an Association Budget for each year and then determine the amount of the Annual Assessment for that year. If the Annual Assessment for any year is insufficient to pay the Association expenses for that year the Board may increase the Annual Assessment for that year to cover such expenses and so notify the Owners.

Section 4: Date of Commencement of Annual Assessments. The annual assessment for each Lot provided for herein shall commence on January 1, 2021. After the first year, written notice of the amount of the annual assessment shall be sent to every Owner. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 5: Effect of Nonpayment of Assessments; Remedies of the Association. Each Owner shall be deemed to covenant and agree to pay to the Association the assessments provided for herein, and each agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner agrees to pay reasonable attorneys' fees and costs hereby 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 assessment when due, the assessment shall be deemed delinquent, and shall bear interest at the rate of eighteen (18%) percent per annum commencing on the due date, 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 an action to be commenced and maintained in the name of the Association against any Owner to enforce any delinquent assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of eighteen (18%) percent per annum from the date of the 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 Paragon Court to secure payment to the Association of any and all assessments levied against any and all such Lots under these Restrictions, together with interest thereon at the rate of eighteen (18%) percent per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time within thirty (30) days after the occurrence of any default in the payment of any such assessment, the Association or any authorized representative, may but shall not be required to make a written demand for payment to the defaulting Owner, on behalf of the Association. Said demand shall state the date and the amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim or lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or even without such a written demand being made, the Association may elect to file such a claim or lien on behalf of the Association against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

(a) The name of the delinquent Owner;

(b) The legal description or street address of the lot against which claim of lien is made;

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

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

(e) That a lien is claimed against said Lot in any 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, assessment on any Lot in favor of any municipal or other governmental assessing unit. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a trust deed, 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 shall have the power to bid in at any foreclosure sale and to purchase, 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 extent permitted by law. Each Owner, by becoming an Owner in Paragon Court 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 previously recorded mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE VII ARCHITECTURAL CONTROL

Section 1: Review by Committee. For the efficient preservation of the value of the Property, no building, fence, wall, sign, lot drainage system, including water detention, exterior area lighting or other structure or improvements shall be constructed or maintained upon any Lot, and no alteration to the exterior of any structure including the changing of exterior paint colors, shall be undertaken, unless complete plans and specifications showing the exterior design, height, building material and color scheme thereof shall have been submitted to and approved in writing by the Architectural Committee. The Owner shall submit to the Architectural Committee a site plan showing the location of the structure on the Lot plotted horizontally and vertically, the location of driveways and fencing and providing for proper traffic flow and adequate parking which shall be approved by the Architectural Committee in the same manner as the building plans.

Section 2: Duties. The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the properties conform and harmonize with the existing and anticipated surroundings and structures.

Section 3: Procedures.

(a) The Architectural Committee shall approve or disapprove all plans and requests within thirty (30) days after receipt by the Committee. In the event the Architectural Committee fails to take any action within such thirty (30) day period, approval shall be presumed and this Article shall be deemed to have been fully complied with.

(b) The Architectural Committee may, in its discretion, hire professionals to assist it in the review of any plans submitted for approval and the cost of such assistance shall be paid by the Owner submitting the plans for review.

(c) 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 retained by the Committee for at least one (1) year.

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

Section 5: Liability of Committee. The Architectural Committee shall not be liable in damages to any person submitting a request for approval, or to any Owner or Contractor by reason of any action, failure to act, approval or disapproval, or failure to approve or disapprove any such request.

## ARTICLE VIII USE AND BUILDING RESTRICTIONS

Section 1: Permitted Use. The property within the subdivision shall be used solely for purposes as permitted by the applicable zoning laws of Springfield, Missouri; and any proposed use must also be specifically approved in writing by the Architectural Committee, its successors or assigns, in its sole discretion. If the proposed use includes a residential improvement, such use shall be governed by a Declaration of Restrictions and Rules and Regulations applicable thereto which shall also be subject to review and approval by the Architectural Committee.

Section 2: Temporary Occupancy. No trailer, incomplete building, tent, shack, garage, temporary building or structure of any kind shall be used at any time without the prior written approval of the Architectural Committee. Temporary buildings or structures used during construction on any Lot shall be removed immediately after the completion of construction.

Section 3: Maintenance of Lawns and Plantings. Each Owner of a Lot within Paragon Court shall keep all shrubs, trees, grass and plantings, including the area located between the boundary line of the Lot and the abutting street neatly trimmed, property cultivated and free of trash, weeds and other unsightly material. In the event that any Owner fails to maintain his Lot or plantings as provided herein, the Association, or its agents, may enter upon said Lot and do so, and the Owner shall reimburse the Association for its costs, plus 25%, upon demand. The Association may enforce collection of such expense in the same manner as if such costs were an assessment and shall have all powers and rights to so collect as set forth in Article VI above.

Section 4: Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within Paragon Court 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. 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 5: Repair of Buildings. No building, structure or fence upon any Lot within Paragon Court 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 6: Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within Paragon Court except in covered containers, in a properly designed and enclosed area of an approved type. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. It is each Owners responsibility to pick up trash and debris daily in his parking lot. No incinerators shall be kept or maintained on any lot and no burning in the open will be permitted.

Section 7: Machinery, Equipment and Vehicles. No machinery or equipment of any kind shall be placed, parked, operated or maintained upon or adjacent to any lot within Paragon Court except that:

1. An Owner (or guest, invitee, licensee, tenant, lessee, 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.

2. A builder or contractor constructing improvements for an owner may use such machinery or equipment as is usual and customary in connection with the construction of improvements on an owner's lot, provided that such machinery and equipment is actively being used by the builder or contractor and is stored or placed in an area approved by the Architectural Committee, unless permission to the contrary is temporarily granted by the Architectural Committee.

3. No mobile or motor home, trailers of any kind, (except those owned by contractors or builders and used as field or administrative offices and previously approved) truck camper, boat, or similar items shall be parked, kept, maintained or repaired upon any Lot or street (public or private) within Paragon Court, between the hours of 12 midnight and 5:00 a.m.; nor shall any motor vehicle of any kind be constructed, reconstructed or repaired on public or private property within Paragon Court, provided, however, that the provisions of this paragraph shall not apply to (1) emergency vehicle repairs, or (2) vehicles used in the usual business of owners or their lessees or tenants if approved in advance by the Architectural Committee.

Section 8: Restriction on Further Subdivision. No Lot within Paragon Court shall be further subdivided by any Owner, without the prior written approval of the Board. Such newly created parcel thereafter shall be considered as one Lot.

Section 9: Completion. A structure shall be completed within one year from 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 10: Remedies. In the event that an Owner (or guest, invitee, licensee, tenant, lessee, builder, contractor, sub-contractor, agent or employee thereof), shall violate, or permit to be violated, any of the provisions set forth in this Article, the Board shall cause to be delivered to said Owner a written Notice of Violation. Said Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated or remedied within a reasonable time from the mailing date of said Notice.

If after a reasonable time has elapsed from the date of said Notice, the violation has not been voluntarily terminated by the Owner, the Association shall have the authority to pursue and effect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of said violation. This authority shall include, but shall not be limited to, the power to employ laborers to enter upon the premises of said Owner for the purpose of removing and/or terminating said violation, the collection of said expenses so incurred may be effected in the manner provided in Article VI for the collection and enforcement of assessments.

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

## ARTICLE IX CARE OF COMMON DETENTION AND DRAINAGE AREA

Section 1: Maintenance by Association. The Board of the Association may, at any time, take the following actions relating to any Common Detention and Drainage Area owned, leased or otherwise controlled by it, or public right-of-way, including detention and drainage areas, which is to be maintained by it, without any approval of the Owners being required:

- (a) Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area.
- (b) Construct, reconstruct, repair, replace or refinish any road improvement or surface upon any portion of such area used as a road, street, walk, driveway or parking area.
- (c) Replace injured or diseased trees or other vegetation in any such area, and plant trees, shrubs, annuals and perennials, and ground cover to the extent that the Board

deems necessary or desirable for the conservation of water and soil and for aesthetic purposes.

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

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

(f) The Board shall be the sole judge as to the appropriate maintenance of all ground within the Common Detention and Drainage Area.

Section 2: Damage or Destruction of Common Detention and Drainage Area by Owners.

In the event any Common Detention and Drainage Area is willfully or maliciously damaged or destroyed by an Owner or any of his guest, tenants, licensees, agents or employees, such Owner does hereby authorize the Association to 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 provided in Article VI for collection and enforcement of assessments.

ARTICLE X  
GENERAL PROVISIONS

Section 1: Enforcement. The Association 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 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 from the date this Declaration is recorded.

(b) This Declaration may be amended at any time by an instrument in writing executed by the Association with the approval of a majority of the Board of Directors and recorded in the office of the Recorder of Deeds of Greene County, Missouri.

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

(d) In the case of a conflict between the Declaration and the Articles, this Declaration shall govern.

Section 4. Violation and Nuisance. Every act or omission of this Declaration that is violated in whole or in part is hereby declared to be a Nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association. However, any other provision to the contrary notwithstanding, only the Association, the Board of Directors or the duly authorized agents of any of them may enforce by self-help any of the provisions of these Restrictions.

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 Paragon Court is hereby declared to be a violation of these Restrictions and subject to any or all of the enforcement procedures set forth in said Restrictions.

Section 6. Remedies Cumulative. Each remedy provided by these Restrictions 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, addresses as follows:

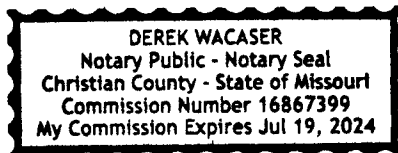
(a) If to the Association or the Architectural Committee, to the registered agent at his registered office; currently PO Box 14651 Springfield, MO.

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(b) If to an Owner, to the address of his Lot within Paragon Court or to any other address furnished by an Owner to the Association.

Any such address may be changed at any time by the party concerned furnishing a written notice of change of address to the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

IN WITNESS WHEREOF, the undersigned EDWIN MOTOOLE / BYBCLLC has caused this instrument to be executed on this 28 day of AUGUST, 2020.



Edwin Motoole  
Edwin motoole

Derek Wacaser