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REAL ESTATE DOCUMENT  
GREENE COUNTY, MISSOURI  
RECORDERS CERTIFICATION

*Linda S. Montgomery*  
RECORDER OF DEEDS

recsmb

## FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PLAINVIEW OAKS SUBDIVISION

This **FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PLAINVIEW OAKS SUBDIVISION** is made and dated as of this 27<sup>th</sup> day of December, 2009, by **FIRST VENTURE, L.L.C.**, a Missouri limited liability company (the "**Developer**"), having a mailing address of 2726 East Chestnut Expressway, Springfield, Missouri 65802 [index as **Grantor**], and **GUARANTY BANK**, a Missouri chartered bank (the "**Bank**").



### WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Plainview Oaks Subdivision (the "**Declaration**") was filed in the Office of the Recorder of Deeds of Greene County, Missouri, on July 26, 2006, in Book 2006, at Page 39438-06, by the Developer, on certain properties described therein as **Plainview Oaks Subdivision** (the "**Subdivision**"); and

WHEREAS, pursuant to Article XI, Section 3(b), the provisions of the Declaration may be amended in whole or in part at any time within ten (10) years after the date of the recordation of same by an instrument in writing executed by Developer, its successors or assigns; and

WHEREAS, the Bank, as the holder of one or more Promissory Notes secured by one or more Deeds of Trust (the "**Deeds of Trust**") on the Subdivision from Developer, joins in this First Amendment for the purpose of subordinating the Deeds of Trust to the legal operation and effect of this First Amendment;

**NOW, THEREFORE**, the Developer does hereby amend the Declaration as follows:

1. **Article VIII, Section 18**, shall be amended to read as follows:

Section 18. **Dwelling Size.** Enclosed living space of any ranch style or split level Single Family Residence constructed on a Lot, excluding garage and/or carport, shall be at least 1,600 square feet on the main floor, or 1,500 square feet for single story homes with a basement. Enclosed living space of any two story Single Family Residence constructed on a Lot, excluding basement, garage and/or carport, shall be at least 1,200 square feet on the main floor, and shall be a total of at least 2,000 square feet of living space for the entire residence.

2. **Article VIII, Section 20**, shall be amended to read as follows:

Section 20. **Building Material.** The fronts of all residences shall be faced with at least eighty percent (80%) brick, stone or a combination of the two. The sides and rear of the residence may be vinyl, concrete siding or other maintenance free material approved by the Architectural Committee. Soffits to be vinyl or other maintenance free material.

3. **Article VIII, Section 21(b)**, shall be amended to read as follows:

Section 21(b). **Fences.** Without limiting the discretion of the Architectural Committee to deny approval to a proposed fence, all fences placed, installed or constructed on any Lot must adhere to the following standards: (1) The fence must be a "shadow box" design with alternating boards finished on both sides; (2) The fence may be either 48" or 72" in height; (3) The picket material must be 1" by 8" oil treated southern yellow pine or treated cedar; (4) Post material must be 4" by 4" oil treated southern yellow pine or treated cedar; (5) Rails for fence must be 2" by 4" oil treated southern yellow pine or treated cedar; (6) Materials must be rough sawn on all sides; (7) All nails used in the construction of the fence must be galvanized or ring shank; (8) Posts shall be set in concrete and shall be on the inside of the fence; and (9) Supporting structures on all fences shall be placed on the side of the fence facing the property of the Owner building the fence.

4. **Article VIII, Section 27**, shall be amended to read as follows:

Section 27. **Roofs.** All roofs shall have an earth-tone, exterior surface which shall be architectural style shingles, and shall have a roof pitch of at least seven to twelve (7/12).

5. Article VIII, Section 31, shall be amended to read as follows:

Section 31. **Storage Sheds.** Storage sheds will be allowed so long as they are built in harmony with the exterior of the residence and of the same materials and color of the residence, and also approved by the Architectural Committee.

IN WITNESS WHEREOF, First Venture, L.L.C., a Missouri limited liability company, and Guaranty Bank, a Missouri chartered bank, have caused this First Amendment to the Declaration to be executed the day and year first above written.

**DEVELOPER:**

FIRST VENTURE, L.L.C.,  
A Missouri Limited Liability Company

By: [Signature]

Title: Administration Member  
Robert L. Fitzgerald

**BANK:**

GUARANTY BANK

By: [Signature]

Title: SVP  
Dana Etwell

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF GREENE    )

On this 8 day of December, 2009, before me the undersigned, a Notary Public in and for said County and State, personally appeared Robert L. Fitzgerald; to me personally known, who being by me duly sworn, did say that he/she is the Member of **First Venture, L.L.C.**, a

Missouri limited liability company, that the foregoing instrument was signed and sealed on behalf of said limited liability company, and said Robert L. Fitzgerald acknowledged said instrument to be the free act and deed of said limited liability company.

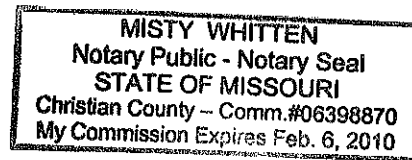
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Misty Whitten*

Notary Public in and for said County and State  
[Please type, print or stamp the Notary's name below his or her signature.]

My Commission Expires:

2.6.10



STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF GREENE    )

On this 8 day of December, 2009, before me the undersigned, a Notary Public in and for said County and State, personally appeared Dana Elwell, to me personally known, who being by me duly sworn, did say that he/she is Sr. Vice President of Guaranty Bank, a Missouri chartered bank, and said Dana Elwell acknowledged said instrument to be the free act and deed of said bank.

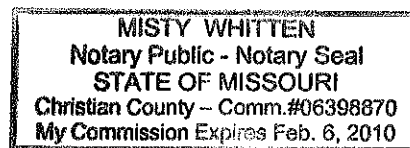
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Misty Whitten*

Notary Public in and for said County and State  
[Please type, print or stamp the Notary's name below his or her signature.]

My Commission Expires:

2.6.10



## EXHIBIT A

ALL OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 28 NORTH, RANGE 22 WEST, IN GREENE COUNTY, MISSOURI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT AN EXISTING IRON ROD AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER THENCE  $N02^{\circ}18'54''E$  ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 662.64 FEET, THENCE  $588^{\circ}31'48''E$  ALONG THE NORTH LINE OF SAID SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 1331.61 FEET; THENCE  $502^{\circ}24'09''W$  ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 664.31 FEET; THENCE  $N88^{\circ}27'31''W$  ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 130.57 FEET TO THE POINT OF BEGINNING. CONTAINING 20.27 ACRES MORE OR LESS, EXCEPT ANY PART TAKEN OR DEEDED FOR ROADWAY PURPOSES.