



BLUEBIRD  
LAND VENTURES

# OFFERING MEMORANDUM

MO – TANEY  
APN 18-7.0-35-001-009-004.000

BY OWNER-AGENT. A principal(s) of BREG Land Holdings, LLC, dba Bluebird Land Ventures, is a MO real estate licensee, transacting solely on the company's behalf.

CURRENT AS OF 29 MAY 2024



10 May 2024

Dear Sir/Madam

Thank you for considering Bluebird Land Ventures as your partner in real estate! As a **private, veteran-owned real estate investment company**, we take pride in our commitment to integrity, community, and service.

### Why Choose Bluebird Land Ventures?

1. **Integrity:** Our offering memorandum is meticulously crafted to provide you with all the essential information upfront. No hidden traps, no secret passages—just straightforward details to empower your decision-making process.
2. **Community:** We believe in the strength of community. Whether you're envisioning a cozy cabin, a sprawling ranch, or a serene plot of land, we're here to help you find your nest. Our goal isn't just to sell properties; it's to promote thriving communities where you'll feel right at home.
3. **Service:** As a veteran-owned company, we understand the value of service. Our team stands ready to assist you every step of the way. Have questions? Curiosities? We've got your six. And to respect your time, we've made our offering memorandum comprehensive, so you won't need a lengthy discovery call.

### What's Inside the Offering Memorandum?

- **Complete Transparency:** From property specifications to neighborhood insights, we've left no stone unturned. Consider it your real estate roadmap—no need to play detective. And, for a look at a real map of your property, the online listing at [buybluebird.land](https://buybluebird.land) has an interactive map that will show everything from city limits to flood zones. Moreover, we maintain an ownership interest in the properties we offer.

### Two Paths to Your Dream Property

1. **Cash Option:** The express route for those ready to fly away with this deal. Cash in hand, deed in pocket—let's make it happen swiftly.
2. **Seller Financing Option:** Choose from two flexible financing options tailored to your plan.

We are excited about the opportunity to work with you. Feel free to follow the specific contact instructions for this listing to speak with a member of our team about getting your purchase started!

With warm regards,

Josh Travis  
Founder and President

3 Attachments:  
Purchase Options  
Sample Seller Financing Amortization and Payment Schedule  
Full Property Due Diligence Report

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# PURCHASE OPTIONS

As part of our commitment to easy and transparent transactions, we are offering the following purchase options for this property:

## PROPERTY DETAILS

APN: 18-7.0-35-001-009-004.000  
Legal Description: EMERALD POINT - PH IV EMERALD POINT - PH IV LT 44

### OPTION 1 - CASH PURCHASE

Price = \$ 11,640.00

### OPTION 2 - SELLER FINANCING A

Price =	\$	12,000.00
APR =		12.00%
Term (yrs) =		5
Down Payment =	\$	5,621.39
Loan Document Charge =	\$	300.00
Payment Due Date (day):		1st
Grace Period (# of days):		1
Monthly Servicing Fee:	\$	35.00
Late Fee:	\$	50.00
Return Check/Payment Fee:	\$	50.00
Annual Base/Property Taxes:	\$	255.57
Annual HOA/POA Fees:	\$	480.00

### OPTION 3 - SELLER FINANCING B

Price =	\$	12,000.00
APR =		15.00%
Term (yrs) =		2
Down Payment =	\$	2,400.00
Loan Document Charge =	\$	300.00
Payment Due Date (day):		1st
Grace Period (# of days):		1
Monthly Servicing Fee:	\$	35.00
Late Fee:	\$	50.00
Return Check/Payment Fee:	\$	50.00
Annual Base/Property Taxes:	\$	255.57
Annual HOA/POA Fees:	\$	480.00

**NOTE 1:** Our seller financing options come with no prepayment penalty and a fixed interest rate. Both options are amortized over 30 years with a balloon payment required at the end of the term. A sample Amortization Schedule for each of the above options is included in the offering memorandum for reference only. The financing terms herein are draft and, in all cases, the final terms will only be contained in the final Promissory Note. All financing offered by Bluebird Land Ventures is done in a private capacity only, and private loans made by the company will be secured via Deed of Trust or other similar legal instrument. Loan Document Charge is due at closing. Buyer will be responsible for the payment of all post-purchase taxes and fees, including HOA/POA fees, upon conveyance of the property.

**NOTE 2:** Taxes and any assessments for the current year, as well as all closing costs/fees, shall be paid by the Buyer. The Buyer shall also be responsible for obtaining/paying for their own title insurance. (A useful estimate assumption is \$500 for closing costs/fees and \$1000 for title insurance.)

Balloon Loan Amortization Schedule

Loan Date: Jun 20, 2024  
Principal: \$9,600.00  
# of Payments: 24  
Interest Rate: 15.00%  
Monthly Payment: \$121.39  
Balloon Payment: \$9,561.47

Schedule of Payments					
Payment	Date	Principal	Interest	Payment	Balance
1	Jul 20, 2024	\$1.39	\$120.00	\$121.39	\$9,598.61
2	Aug 20, 2024	\$1.41	\$119.98	\$121.39	\$9,597.20
3	Sep 20, 2024	\$1.42	\$119.97	\$121.39	\$9,595.78
4	Oct 20, 2024	\$1.44	\$119.95	\$121.39	\$9,594.34
5	Nov 20, 2024	\$1.46	\$119.93	\$121.39	\$9,592.88
6	Dec 20, 2024	\$1.48	\$119.91	\$121.39	\$9,591.40
Year	2024	\$8.60	\$719.73	\$728.33	\$9,591.40
7	Jan 20, 2025	\$1.50	\$119.89	\$121.39	\$9,589.90
8	Feb 20, 2025	\$1.51	\$119.88	\$121.39	\$9,588.39
9	Mar 20, 2025	\$1.53	\$119.86	\$121.39	\$9,586.86
10	Apr 20, 2025	\$1.55	\$119.84	\$121.39	\$9,585.31
11	May 20, 2025	\$1.57	\$119.82	\$121.39	\$9,583.74
12	Jun 20, 2025	\$1.59	\$119.80	\$121.39	\$9,582.15
13	Jul 20, 2025	\$1.61	\$119.78	\$121.39	\$9,580.54
14	Aug 20, 2025	\$1.63	\$119.76	\$121.39	\$9,578.91
15	Sep 20, 2025	\$1.65	\$119.74	\$121.39	\$9,577.26
16	Oct 20, 2025	\$1.67	\$119.72	\$121.39	\$9,575.59
17	Nov 20, 2025	\$1.69	\$119.70	\$121.39	\$9,573.90
18	Dec 20, 2025	\$1.71	\$119.68	\$121.39	\$9,572.19
Year	2025	\$19.21	\$1,437.45	\$1,456.66	\$9,572.19
19	Jan 20, 2026	\$1.74	\$119.65	\$121.39	\$9,570.45
20	Feb 20, 2026	\$1.76	\$119.63	\$121.39	\$9,568.69
21	Mar 20, 2026	\$1.78	\$119.61	\$121.39	\$9,566.91
22	Apr 20, 2026	\$1.80	\$119.59	\$121.39	\$9,565.11
23	May 20, 2026	\$1.82	\$119.57	\$121.39	\$9,563.29
24	Jun 20, 2026	\$1.82	\$119.54	\$121.36	\$9,561.47
Year	2026	\$10.72	\$717.58	\$728.30	\$9,561.47
Totals		\$38.53	\$2,874.76	\$2,913.29	\$9,561.47

Balloon Loan Amortization Schedule

Loan Date: Jun 20, 2024  
Principal: \$6,378.61  
# of Payments: 60  
Interest Rate: 12.00%  
Monthly Payment: \$65.61  
Balloon Payment: \$6,229.56

Schedule of Payments					
Payment	Date	Principal	Interest	Payment	Balance
1	Jul 20, 2024	\$1.83	\$63.79	\$65.62	\$6,376.78
2	Aug 20, 2024	\$1.85	\$63.77	\$65.62	\$6,374.93
3	Sep 20, 2024	\$1.87	\$63.75	\$65.62	\$6,373.06
4	Oct 20, 2024	\$1.89	\$63.73	\$65.62	\$6,371.17
5	Nov 20, 2024	\$1.90	\$63.72	\$65.62	\$6,369.27
6	Dec 20, 2024	\$1.92	\$63.70	\$65.62	\$6,367.35
Year	2024	\$11.26	\$382.43	\$393.69	\$6,367.35
7	Jan 20, 2025	\$1.94	\$63.68	\$65.62	\$6,365.41
8	Feb 20, 2025	\$1.96	\$63.66	\$65.62	\$6,363.45
9	Mar 20, 2025	\$1.98	\$63.64	\$65.62	\$6,361.47
10	Apr 20, 2025	\$2.00	\$63.62	\$65.62	\$6,359.47
11	May 20, 2025	\$2.02	\$63.60	\$65.62	\$6,357.45
12	Jun 20, 2025	\$2.04	\$63.58	\$65.62	\$6,355.41
13	Jul 20, 2025	\$2.06	\$63.56	\$65.62	\$6,353.35
14	Aug 20, 2025	\$2.08	\$63.54	\$65.62	\$6,351.27
15	Sep 20, 2025	\$2.10	\$63.52	\$65.62	\$6,349.17
16	Oct 20, 2025	\$2.12	\$63.50	\$65.62	\$6,347.05
17	Nov 20, 2025	\$2.15	\$63.47	\$65.62	\$6,344.90
18	Dec 20, 2025	\$2.17	\$63.45	\$65.62	\$6,342.73
Year	2025	\$24.62	\$762.77	\$787.39	\$6,342.73
19	Jan 20, 2026	\$2.19	\$63.43	\$65.62	\$6,340.54
20	Feb 20, 2026	\$2.21	\$63.41	\$65.62	\$6,338.33
21	Mar 20, 2026	\$2.23	\$63.39	\$65.62	\$6,336.10
22	Apr 20, 2026	\$2.25	\$63.37	\$65.62	\$6,333.85
23	May 20, 2026	\$2.28	\$63.34	\$65.62	\$6,331.57
24	Jun 20, 2026	\$2.30	\$63.32	\$65.62	\$6,329.27
25	Jul 20, 2026	\$2.32	\$63.30	\$65.62	\$6,326.95
26	Aug 20, 2026	\$2.35	\$63.27	\$65.62	\$6,324.60
27	Sep 20, 2026	\$2.37	\$63.25	\$65.62	\$6,322.23
28	Oct 20, 2026	\$2.39	\$63.23	\$65.62	\$6,319.84
29	Nov 20, 2026	\$2.42	\$63.20	\$65.62	\$6,317.42
30	Dec 20, 2026	\$2.44	\$63.18	\$65.62	\$6,314.98
Year	2026	\$27.75	\$759.64	\$787.39	\$6,314.98
31	Jan 20, 2027	\$2.47	\$63.15	\$65.62	\$6,312.51
32	Feb 20, 2027	\$2.49	\$63.13	\$65.62	\$6,310.02



33	Mar 20, 2027	\$2.52	\$63.10	\$65.62	\$6,307.50
34	Apr 20, 2027	\$2.54	\$63.08	\$65.62	\$6,304.96
35	May 20, 2027	\$2.57	\$63.05	\$65.62	\$6,302.39
36	Jun 20, 2027	\$2.59	\$63.03	\$65.62	\$6,299.80
37	Jul 20, 2027	\$2.62	\$63.00	\$65.62	\$6,297.18
38	Aug 20, 2027	\$2.64	\$62.98	\$65.62	\$6,294.54
39	Sep 20, 2027	\$2.67	\$62.95	\$65.62	\$6,291.87
40	Oct 20, 2027	\$2.70	\$62.92	\$65.62	\$6,289.17
41	Nov 20, 2027	\$2.72	\$62.90	\$65.62	\$6,286.45
42	Dec 20, 2027	\$2.75	\$62.87	\$65.62	\$6,283.70
<b>Year</b>	<b>2027</b>	<b>\$31.28</b>	<b>\$756.11</b>	<b>\$787.39</b>	<b>\$6,283.70</b>
43	Jan 20, 2028	\$2.78	\$62.84	\$65.62	\$6,280.92
44	Feb 20, 2028	\$2.81	\$62.81	\$65.62	\$6,278.11
45	Mar 20, 2028	\$2.83	\$62.79	\$65.62	\$6,275.28
46	Apr 20, 2028	\$2.86	\$62.76	\$65.62	\$6,272.42
47	May 20, 2028	\$2.89	\$62.73	\$65.62	\$6,269.53
48	Jun 20, 2028	\$2.92	\$62.70	\$65.62	\$6,266.61
49	Jul 20, 2028	\$2.95	\$62.67	\$65.62	\$6,263.66
50	Aug 20, 2028	\$2.98	\$62.64	\$65.62	\$6,260.68
51	Sep 20, 2028	\$3.01	\$62.61	\$65.62	\$6,257.67
52	Oct 20, 2028	\$3.04	\$62.58	\$65.62	\$6,254.63
53	Nov 20, 2028	\$3.07	\$62.55	\$65.62	\$6,251.56
54	Dec 20, 2028	\$3.10	\$62.52	\$65.62	\$6,248.46
<b>Year</b>	<b>2028</b>	<b>\$35.24</b>	<b>\$752.15</b>	<b>\$787.39</b>	<b>\$6,248.46</b>
55	Jan 20, 2029	\$3.13	\$62.49	\$65.62	\$6,245.33
56	Feb 20, 2029	\$3.16	\$62.46	\$65.62	\$6,242.17
57	Mar 20, 2029	\$3.19	\$62.43	\$65.62	\$6,238.98
58	Apr 20, 2029	\$3.23	\$62.39	\$65.62	\$6,235.75
59	May 20, 2029	\$3.26	\$62.36	\$65.62	\$6,232.49
60	Jun 20, 2029	\$2.93	\$62.33	\$65.26	\$6,229.56
<b>Year</b>	<b>2029</b>	<b>\$18.90</b>	<b>\$374.43</b>	<b>\$393.33</b>	<b>\$6,229.56</b>
<b>Totals</b>		<b>\$149.05</b>	<b>\$3,787.53</b>	<b>\$3,936.58</b>	<b>\$6,229.56</b>



## Property Details

Owner Name:	CLARK ROBERT
Assessor's Parcel Number:	18-7.0-35-001-009-004.000
Property Address:	Eagle Crest Cir, Hollister, MO, 74063 (MR)
County, State:	Taney County MO
Subdivision:	Emerald Point
Lot Number:	44
Legal Description:	EMERALD POINT - PH IV EMERALD POINT - PH IV LT 44
TRS:	T22N R22W SEC35
Parcel Size:	0.53 Acres
Terrain Type:	Wooded / Hill / Slope
Lot Dimensions:	227.25 feet North 104.57 feet East 232.93 feet South 97.47 feet West
Elevation:	368.8 m or 1209.8 feet
Flood Zone / Wetlands:	No
Notes:	N/A

## Property Location & Access

Google Map Link:	<a href="https://maps.app.goo.gl/v6CCdGJotoDvdo3HA">https://maps.app.goo.gl/v6CCdGJotoDvdo3HA</a>
GPS Coordinates (Center):	36.5656, -93.27995

GPS Coordinates (4 corners):	36.5657, -93.2795 NE 36.5654, -93.2796 SE 36.5655, -93.2804 SW 36.5658, -93.2803 NW
City or County Limits:	County
School District:	Hollister R-V School District
Access To Property:	Yes, Eagle Crest Cir
Road Type:	Dirt
Who Maintains Roads:	County / POA
Closest Highways:	State Hwy 265
Closest Major City:	Springfield, Missouri (55 min, 52.2 miles)
Closest Small Town:	Hollister, Missouri 65672 (11 min, 7.0 mileS)
Closest Gas Station:	Conoco, 5439 Historic Hwy 165, Branson, MO 65616 (8 min, 4.7 miles)
Nearby Attractions:	Silver Dollar City (21 min, 13.2 miles) The Butterfly Palace & Rainforest Adventure, 4106 W 76 Country Blvd, Branson, MO 65616 (18 min, 11.1 miles) TITANIC Museum Attraction, 3235 W 76 Country Blvd, Branson, MO 65616 (17 min, 10.9 miles)
Notes:	N/A
Property Tax Information	
Assessed Taxable Value:	\$4,750.00
Assessed Actual Value:	\$25,000.00
Back Taxes Owed? If so amount owed:	<b>Yes, \$312.03</b>
Tax Liens? If so amount owed:	No
Annual Property Taxes:	\$255.57
Notes:	<b>Taxes are due for the year 2023</b>



## Zoning & Restriction Information

Zoning / Property Use Code:	SINGLE FAMILY RESIDENTIAL - (R-1) <b>Per CC&amp;R, RESIDENTIAL</b>
What can be built on the property?	Single family dwelling - See the ordinance attached <b>Per CC&amp;R's, building plans must be approved by Architectural Committee.</b>
Time limit to build?	Permit is good for one year but it can be extendable.
Is camping allowed?	Per county, Yes <b>Per CC&amp;R, not allowed.</b>
Camping restrictions if any:	Per county, No restrictions
Are RV's allowed?	Per county, Yes <b>Per CC&amp;R, not allowed.</b>
RV restrictions if any:	Per county, You can put and live in an RV for 180 days, for more than 180 days you would require a permit.
Are mobile homes allowed?	Per county, Yes <b>Per CC&amp;R, No, stick build only.</b>
Mobile home restrictions if any:	Per county, would have to follow building code. Would need to make sure sewer connection is available.
Are tiny homes allowed?	Per county, Yes <b>Per CC&amp;R's, No, minimum of 1800 sq ft.</b>
Tiny home restrictions if any:	Would have to follow building code. Would need to make sure for a sewer connection.
Are short term vacation rentals allowed?	Per county, No
Vacation rental restrictions if any:	N/A
Is property part of an HOA / POA?	<b>FOUND WEBSITE ONLINE: (<a href="https://www.emeraldpointepoa.org/">https://www.emeraldpointepoa.org/</a>)</b> <b>POA is unresponsive, we were unable to make contact with them via phone or email to confirm details.</b>
HOA / POA dues, if any:	<b>Per POA website: Lots/homes: \$480 ; Villas: \$360 ; Condos/timeshares: \$240 (Unconfirmed)</b> <b>Condos and Villas have HOAs independent of the POA and assess additional fees. Contact the respective HOA for details on their fees.</b>
Subdivision CC&R Availability:	See attached CC&Rs.
CC&R Information:	N/A
Deed Availability:	There is a cost of \$1 per page to get the deed copy.
Deed Information:	Book/ Page: 2023/ 24646
Notes:	<b>This parcel is outside the city limits. The information above is based on county restrictions and CC&amp;R's. Please review POA website and CC&amp;R's for additional details.</b>

Utility Information	
Water?	Would have to contact Missouri American Water Company (866) 430-0820.
Sewer / Septic?	Would have to contact Missouri American Water Company (866) 430-0820.
Electric?	Would have to contact White River Electric Coop (417) 335-9335.
Gas?	Would have to contact Affordable Propane - Oak Grove AR (+18706889488), MFA Oil Propane (+18704266227), etc.
Waste?	Would have to contact Republic Services (+14172723040).
Notes:	<b>As per Missouri American Water Company, they provide water and sewer to the area, contact them for connection details / fees.</b>
County Contact Information	
County Website:	<a href="https://www.taneycounty.org/">https://www.taneycounty.org/</a>
Assessor Website:	<a href="https://www.taneycounty.org/index.php?section=departments&amp;department=2">https://www.taneycounty.org/index.php?section=departments&amp;department=2</a>
Treasurer Website:	<a href="https://www.taneycounty.org/index.php?section=departments&amp;department=22">https://www.taneycounty.org/index.php?section=departments&amp;department=22</a>
Recorder Website:	<a href="https://www.taneycounty.org/index.php?section=departments&amp;department=18">https://www.taneycounty.org/index.php?section=departments&amp;department=18</a>
GIS Website:	<a href="https://beacon.schneidercorp.com/Application.aspx?AppID=26&amp;LayerID=155&amp;PageTypeID=1&amp;PageID=960&amp;KeyValue=18-7.0-35-001-009-004.000">https://beacon.schneidercorp.com/Application.aspx?AppID=26&amp;LayerID=155&amp;PageTypeID=1&amp;PageID=960&amp;KeyValue=18-7.0-35-001-009-004.000</a>
Zoning Link:	<a href="https://www.taneycounty.org/index.php?section=departments&amp;department=15">https://www.taneycounty.org/index.php?section=departments&amp;department=15</a>
Phone number for Planning Dept:	(417) 546-7225
Phone number for Recorder:	(417) 546-7234
Phone number for Treasurer:	(417) 546-7207
Phone number for Assessor:	(417) 546-7240
City Website: (Township)	No
Phone number for City:	n/a
Notes:	N/A

## ARTICLE 010.000 R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT

### SECTION 010.001 STATEMENT OF INTENT

The R-1 Single- Family Residential District is intended to provide for detached single-family residential development on lots two acres or less in size at a density not to exceed one (1) dwelling unit per approved lot.

### SECTION 010.010 USE REGULATIONS

The following table shows which uses are allowed in the R-1 district. For a summary of uses allowed in all Zoning Districts, see Article 007.000.

P = Permitted by-right; C= Allowed only if reviewed and approved as a Conditional Use (See Article 023.000)

<b>Residential</b>		
Single-Family Residence	P	
Group Home, Class I (Limited) < 8 Residents	C	
Group Home, Class I (General) 8-15 residents	C	
Manufactured/ Mobile Home	P	
<b>Civic/Institutional</b>		
Cemetery	C	Compliance with RSMo.214
Community Recreation, Private	P	
Day Care, Family (1-5 children/adults)	P	
Library	C	
Parks & Recreation	P	
Religious Assembly, Standard	P	See definition in Section 002.010
Residential Treatment Facility	C	
Safety Services	P	
School, Primary	P	
School, Secondary	C	
Utility Service, Major	C	
Utility Service, Minor	P	
<b>Commercial</b>		
Firearm Retail, Sales	C	
<b>Agricultural and Other Uses</b>		
Accessory Apartment	C	Subject to Section 003.080
Accessory Dwelling Units	C	Subject to Section 003.080
Accessory Security/ Guardhouse	P	
Accessory Structure	P	Subject to Section 040.080
Communications Antenna, Amateur	C	
Crop Production	P	
Home Occupations	P	Subject to Article 025.000

## SECTION 010.020      DENSITY AND DIMENSIONAL STANDARDS

The following standards apply to all residential and nonresidential development in the R-1 District:

	Minimum Lot Area	Minimum Frontage	Max. Height	Front Setback County or Subdivision Road	Front Setback Numbered State or Federal Highway	Front Setback Lettered State or Federal Highway	Side Setback	Side Setback Corner Lot County or Subdivision Road	Side Setback Corner Lot State or Federal Highway	Rear Setback
Individual single-family dwelling served by a central or public sewer system	8,000 square feet	70 feet	2½ stories (35 feet)	25 feet	50 feet	35 feet	7 feet	12 ½ feet	25 feet	10 feet
Non-Inhabitable Accessory Structure on a lot served by a central or public sewer system	8,000 square feet	70 feet	50 feet	25 feet	50 feet	35 feet	7 feet	12 ½ feet	7 feet	5 feet
Individual single-family dwelling served by approved on-site sewage system	2 acres	70 feet	2 1/2 stories (35 feet)	25 feet	50 feet	35 feet	7 feet	12 ½ feet	25 feet	10 feet
Non-Inhabitable Accessory Structure on a lot served by approved on-site sewage system	2 acres	70 feet	50 feet	25 feet	50 feet	35 feet	7 feet	12 ½ feet	7 feet	5 feet

DECLARATION OF RESTRICTIONS,  
COVENANTS AND CONDITIONS  
OF  
EMERALD POINTE

ARTICLE I  
PROPERTY SUBJECT TO THE EMERALD POINTE RESTRICTIONS

The Association hereby declares that all of the real property contained within the plat of EMERALD POINTE recorded in Plat Book D, Page 203-204, Taney 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 Emerald Pointe 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 EMERALD POINTE PROPERTY OWNERS MASTER ASSOCIATION, INC., its successors and assigns.

(b) "Common Area" shall mean all real property owned by the Association or designated as Community Area, open or drainage area on a EMERALD POINTE final plat and intended for the common use and enjoyment of the Owners.

(c) "Developer" shall mean GARY W. and PATSY A. SNADON, husband and wife, their successors and assigns and any entity designated by GARY W. and PATSY A. SNADON as a Developer or successor.

(d) "Declaration" shall mean the "Declaration of Restrictions, Covenants and Conditions of Emerald Pointe" and all other provisions set forth in this entire Document, as the same may from time to time be amended or modified.

(e) "Property" or "Properties" shall mean and refer to all of the real property contained within the plat of EMERALD POINTE, and any additional real estate acquired by Developer and developed in conjunction with EMERALD POINTE, upon filing an amendment with the Taney County Recorder of Deeds which shall state the legal description of the additional real estate to be included in the Property.

(f) "Owner(s)" shall mean the record owner, whether one or more persons or entities, of a fee or undivided interest in any lot or unit contained within the development. 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) "Single Family Residence" shall mean a structure containing one dwelling only and occupied by not more than one family.

(h) "Lot" shall mean any parcel of real property designated as a Lot on any recorded Subdivision Plat within EMERALD POINTE or any additions thereto, with the exception of the Common Area.

(i) "Subdivision Plat" shall mean a recorded plat covering any or all of the Property referred to in this Declaration.

(j) "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.

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

(l) "Corner Lot" shall mean any lot which abuts, other than at its rear line, upon more than one street.

(m) "EMERALD POINTE" shall mean the Property as set forth above.

(n) "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.

(c) "Unit" shall mean condominium, townhome or timeshare units constructed within the Property.

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 recreations 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, if any, 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 for such purposes.

(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  
PROPERTY SUBJECT TO THE EMERALD POINTE RESTRICTIONS

Section 1: General Declaration Creating Emerald Pointe. The Developer may develop EMERALD POINTE in phases, by subdivision into various Lots. It is envisioned that there will be several developments within the Development which shall include single family, multi-family, condominium units and timeshare units. The development of the property shall be done by one or more developers. The Developer may supplement or modify this Declaration with such additional covenants, conditions and restrictions as may be appropriate. 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 EMERALD POINTE, 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 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 EMERALD POINTE 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.

#### ARTICLE V

#### THE EMERALD POINTE PROPERTY OWNERS MASTER 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.

(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 the Articles and By-Laws.

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 of 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 intentional 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 Taney County.

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 or Unit, 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.

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 or Unit, 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 or Unit of each of the Owner(s) and shall be a continuing lien upon each such Lot or Unit after such assessment is made, except for any Lot or Unit 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 or Unit, 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 EMERALD POINTE. 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 manage-

ment and maintenance of the Common Areas. Nothing contained herein shall limit the associations 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 shall be Two Hundred Dollars (\$200.00) Dollars per single family residence owners; One Hundred Fifty Dollars (\$150.00) for Patio Homes/Townhomes unit owners; and One Hundred Dollars (\$100.00) Dollars for condominium unit owners. The Developer shall not be considered a member for purposes of assessment, and shall pay no assessments.

(b) After 1995, the maximum annual assessment may be increased each year, without a vote of the Members, by an amount which is not more than 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.

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 Five Hundred Dollars (\$ 500.00) per owner, and shall require an affirmative vote of the majority of the members.

Section 5: Date of Commencement of Annual Assessments. The annual assessments for each Lot, condominium, townhouse or time share provided for herein shall commence on October 1, 1994, and thereafter shall commence on the date of the first conveyance of said Lot, condominium, townhouse or time share by the Developer to an Owner. The first annual assessment for each Lot, condominium, townhouse or time share shall be prorated based on the date it is sold by the Developer. Written notice of the annual assessment shall be sent to every owner.

Section 6: 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 EMERALD POINTE 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 (\$100.00) 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 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:

(i) The name of the delinquent Owner (as shown on the Association records);

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

(iii) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, the One Hundred Dollars (\$100.00) administration fee, collection costs, and reasonable attorneys' fees;

(iv) That the claim of lien is made by the Association pursuant to the EMERALD POINTE Restrictions; and

(v) 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 or 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 7. 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 in EMERALD POINTE, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Section 7: Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to 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 thereafter becoming due or from the lien thereof.

ARTICLE VIII  
ARCHITECTURAL CONTROL

Section 1: Review by Committee. 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, 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. An approved builders list will be maintained by the Architectural Committee.

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 EMERALD POINTE 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 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 two appointed by the Board of Directors of the Association, or to any committee established by the Association to perform the duties of the Architectural Committee hereunder.

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, neither the Architectural Committee, the members thereof, the Association, the Board nor the Developer assume any liability or responsibility therefor 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 Developers 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 Emerald Pointe provided, however, that such action, with the actual knowledge possessed, was taken without wilful 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. No structure whatever shall be erected, placed or permitted to remain on any Lot except a detached one family dwelling, together with:

(a) a detached private garage; or

(b) a detached utility building of not more than 100 square feet. The overall appearance and color of the building shall be compatible with the architectural style of the house, with an overall height of no more than ten (10) feet.

(c) All dwellings shall be constructed of a maintenance-free material, such as brick, stucco, or other approved materials.

(d) All single family residences in EMERALD POINTE shall be of such size as to afford not less than 1,800 square feet of living space on the main entrance level, exclusive of open porches or garages. All condominium units shall be of such size as to afford not less than 700 square feet for one (1) bedroom units, 967 square feet for two (2) bedroom units, 1,148 square feet for three (3) bedroom units, 1,500 square feet for Townhomes, and 1,100 for Patio Homes of living space on the main entrance level, exclusive of open porches or garages.

(e) Awnings or carports must be approved by the Architectural Committee.

Section 3: Condominium and Timeshare. Condominium and timeshare uses shall be available within designated areas of the Property.

Section 4: Animals. No animals, fowl, or livestock, other than a reasonable number of generally recognized house pets or riding horses, shall be maintained on any property within EMERALD POINTE, 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 and Satellite Dishes. No antenna or other device for the transmission or reception of electronic signals shall be erected, used or maintained outdoors on any Lot, which antenna or other device shall be visible from the street adjoining the front of said Lot, unless approved by the Architectural Committee. TV antennas and satellite dishes shall be erected so as to be as inconspicuous as possible and no such TV antenna or satellite dish shall extend more than six (6) feet above the ridge of the roof of the particular dwelling unit upon which the antenna or satellite dish is located; provided, however, the Architectural Committee shall have the authority to award variances with respect to the foregoing prohibition.

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, incomplete building, tent, shack, pre-fabricated structures or garage and no temporary building or structure of any kind shall be used at any time for a residence on any property within EMERALD POINTE. 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 3/4 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 EMERALD POINTE, 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 EMERALD POINTE, 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 control committee and used exclusively in connection with the construction of any improvement; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs, Developer's sales office, and administrative offices, or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Committee; and provided, moreover, that the provisions of this paragraph shall not apply with respect to any motor home or camper occupied by any guest or guests of any owner for any period not to exceed one (1) week in duration, provided, moreover, that six (6) months shall lapse subsequent to each such week of occupancy before another one (1) week period shall become available to said guest or guests aforementioned.

(b) Any motor vehicle which is, in the sole discretion of the Board, unsightly or not in keeping with motor vehicles owned by EMERALD POINTE residents, or is a service vehicle or pick-up truck with a camper top or similar top shall be parked in the garage overnight, and shall not be parked in EMERALD POINTE 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 EMERALD POINTE, 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 EMERALD POINTE.

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. The foregoing notwithstanding, an owner shall have thirty (30)

days from occupancy to complete seeding or sodding of his yard.

(b) By Owner. Each Owner of a Lot within EMERALD POINTE 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. 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, Section 6, 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 EMERALD POINTE, 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 and street lights erected within Emerald Pointe, 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 EMERALD POINTE 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: Encroachments. No tree, shrub, or planting of any kind on any Lot within EMERALD POINTE 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 14: Machinery and Equipment. No machinery or equipment of any kind shall be placed, parked, operated or maintained upon or adjacent to any Lot within EMERALD POINTE 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 EMERALD POINTE between the hours of 12:00 midnight and 5:00 A.M., unless permission to the contrary is temporary 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.

(d) An owner may use machinery and equipment as is customary for use in a wood working hobby capacity, but shall not be used for any commercial purposes.

Section 15: 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 surroundings and structures. Regarding the size of all dwellings, reference shall be made to the provisions of Article IX, Section 2(d) herein.

Section 16: 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 EMERALD POINTE.

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

Section 17: Sales and Construction Office. Notwithstanding anything herein, Developer and its agents may establish temporary sales and/or construction offices and model homes, in EMERALD POINTE 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 EMERALD POINTE.

Section 18: Easements. Easements are reserved as shown upon the recorded plat of EMERALD POINTE and future easements for the location of telephone and cable lines.

Section 19: Soil Removal. Soil may not be removed from the subdivision without the consent of the Developer.

Section 20: 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 21: Roofs. All roofs shall have an exterior surface which shall be approved by the Architectural Committee, in its sole discretion.

Section 22: Completion. A structure shall be completed within a reasonable time after commencement of construction but in no event longer than twelve (12) months from commencement. In the event of fire, windstorm, or other damage, a structure shall be repaired, remodeled, rebuilt or completely removed within a reasonable time.

Section 23: Common Area. Although Builders are also Owners, the recreation facilities in the Common Area are not for Builder's use or their family's use, unless they live in EMERALD POINTE.

Section 24: 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 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 the cause of said violation. If, by virtue of the exercise of the authority granted herein, the Board shall incur expenses in connection with the process of removing and/or terminating said violation the 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, Section 6, 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 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 X  
CARE OF COMMON AREA

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

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

(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 and maintain upon any such area such 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 wilfully 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, Section 6, 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) 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 subpart (e) hereof, this Declaration may be amended at the end of the above mentioned seven year period by an instrument in writing executed by the Association, with

the approval of a majority of the votes of the Board of Directors.

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

(e) No amendment shall be made to this Declaration without written consent of Taney County, Missouri.

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 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 EMERALD POINTE. However, any other provision to the contrary notwithstanding, only Developer, 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 EMERALD POINTE is hereby declared to be a violation of these Restrictions and subject to any or all of the enforcement procedures set forth in these 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 102 S. Commercial, Branson, Missouri 65616.

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

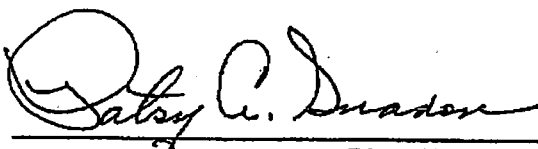
(c) If to Developer, to its Registered Agent at its registered office: currently 102 S. Commercial, Branson, Mo 65616

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. 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.

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, 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 have caused this instrument to be executed on this 20th day of June, 1994.

  
GARY W. SNADON

  
PATSY A. SNADON

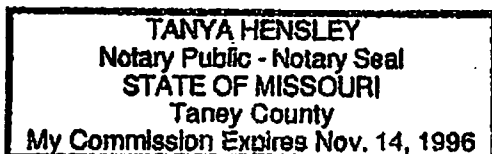
STATE OF MISSOURI )  
COUNTY OF TANEY ) SS.

On this 20th day of June, 1994, before me personally appeared GARY W. SNADON and PATSY A. SNADON, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in St. Louis, MO, the day and year first above written.

  
Notary Public

My commission expires: \_\_\_\_\_



EMERALD POINTE PROPERTY MASTER OWNERS  
ASSOCIATION, INC.By: Gary W. Snadon

GARY W. SNADON Pres

ATTEST:

By: Patsy A. Snadon

Secretary

PATSY A. SNADON Sec.

STATE OF MISSOURI )

) ss.

COUNTY OF TANEY )

On this 20th day of June, 1994, before me personally appeared Gary W. Snadon and Patsy A. Snadon to me personally known, who being duly sworn, did say that he is the Pres & Secretary of EMERALD POINTE PROPERTY MASTER OWNERS ASSOCIATION, INC. (the "Company"), and that the said instrument was signed and sealed on behalf of the Company by authority of its Board of Directors and the said Gary W. Snadon acknowledged said instrument to be the free act and deed of the Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Blanshon, MO, the day and year first above written.

Tanya Hensley  
Notary Public

My commission expires: \_\_\_\_\_

RECORDING FEE \$14.00

STATE USER FEE \$4.00

TOTAL \$18.00pd

FILED

TANYA HENSLEY  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Taney County  
My Commission Expires Nov. 14, 1996

1994 JUL 26 PM 4: 59

KATHERINE CLARKSON  
CIRCUIT CLERK & EX-OFFICIO RECORDER  
TANEY COUNTY

Email

Gary Snadon

102 S. Commercial-23-

Blanshon, MO.

656/16

Farrington & Curtis  
July 19, 1994  
48A17M

STATE OF MISSOURI ) ss.  
County of Taney

IN THE RECORDERS OFFICE

Katherine Clarkson, Recorder of said County, do hereby certify that the within instrument of writing was on the 26TH day of JULY 1994 at 4 o'clock 59 minutes P.M. duly filed for record and is recorded in the records of this office in book 328 at page 0663-0686

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Forsyth, Mo., this 26TH day of JULY A. D. 19 94

KATHERINE CLARKSON, Recorder.  
Deputy.

Jo Fabian

D E S C R I P T I O N

DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS  
OF  
EMERALD POINTE

**AMENDMENT TO DECLARATION OF RESTRICTIONS,  
COVENANTS AND CONDITIONS  
OF  
EMERALD POINTE**

The Declaration of Restrictions, Covenants and Conditions of Emerald Pointe, dated June 20, 1994, recorded in Book 0328 at Pages 0663-0686, Office of the Recorder of Deeds, Taney County, Missouri, provides in Article XI, Section 3, (b) that the Declaration may be amended within seven years from the date of recording by an instrument in writing executed by the Developer, its successors or assigns.

The Developer hereby amends said Declaration as follows:

1. The following is added at the end of Section 3, Article VI, Membership and Voting Rights: "The Developer or his successors or assigns may provide for fractional voting rights."
2. Article IX, Use and Building Restrictions, Section 2, Single Family Residential Use, Subparagraph (a) is amended by deleting the words, "with an overall height or no more than ten (10) feet."
3. Article IX, Use and Building Restrictions, Section 2, Single Family Residential Use, Subparagraph (d) is amended to read as follows:

All single family residences having a basement or a second story shall have at least 1500 square feet on the main floor of living space, exclusive of open porches or garages. All condominium units shall be of such size as to afford not less than 700 square feet for one (1) bedroom units, 967 square feet for two (2) bedroom units, 1,148 square feet for three (3) bedroom units, 1,200 square feet



for Townhomes, and 1,100 for Patio Homes of living space on the main entrance level, exclusive of open porches or garages. In the event the slope and topography of any lot or lots is such that it would not be practicable to comply with the construction requirements as set forth in this paragraph the Architectural Committee may modify the provisions of this paragraph.

4. Article VII, Covenant for Assessments, Section 3, Annual Assessment, Subparagraph (c) is added to read as follows: (c) The roads and streets in Emerald Pointe Subdivision shall be conveyed to Emerald Pointe Property Owners Master Association, Inc. its successors and assigns.
5. Article IX, Use and Building Restrictions, Section 5, Antennas and Satellite Dishes is amended by adding the following words after the word "dish" in line ten and before the word "is", "and the satellite dish shall not exceed three (3) feet in diameter."
6. Article IX, Use and Building Restrictions, Section 10, (a), the second sentence thereof is changed to read, "The foregoing notwithstanding, an owner shall complete the landscaping within the first planting season after he occupies the premises."
7. Article IX, Use and Building Restrictions, Section 24, is renumbered Section 25. Section 24 is added and shall read as follows: Section 24, Grinder Pump Stations: All home owners whose sewer service connects to a low pressure sewer main shall be required to purchase only the Environment One brand of grinder pump station. All grinder pump stations shall be purchased from and installed by the Emerald Pointe Utility Company.

Dated this 28 day of March, 1997.

Emerald Pointe Property Master Owners Association, Inc.

By: Gary W. Snadon

President

FILED

No Seal

1997 MAY -7 AM 9:22

ATTEST:

KATHERINE CLARKSON  
CLERK & EX-OFFICIO RECORDER  
TANEY COUNTY

  
Secretary

STATE OF MISSOURI )

COUNTY OF TANEY )

) ss.  
)STATE OF MISSOURI ) ss. IN THE RECORDERS OFFICE  
County of Taney

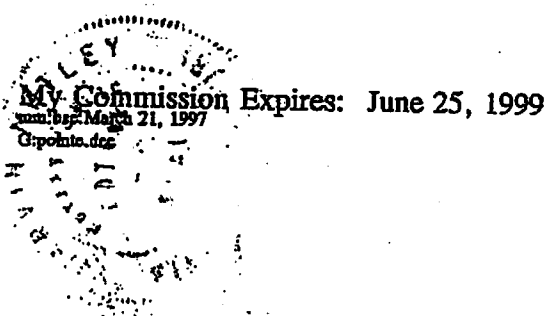
Katherine Clarkson, Recorder of said County, do hereby certify that the within instrument of writing was, on the 7 day of MAY, 1997 at 9 o'clock 22 minutes A. M. duly filed for record and is recorded in the records of this office. In book 344 at page 8149-8151 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Forsyth, Mo., this 7 day of MAY A.D. 1997

  
KATHERINE CLARKSON, Recorder  
Deputy

On this 28th day of March, 1997, before me personally appeared GARY W. SNADON and PATSY A. SNADON, to me personally known, who being duly sworn state that they are President and Secretary respectively of Emerald Pointe Property Master Owners Association, Inc. and that said instrument was signed on behalf of the Association by authority of its Board of Directors and the said Gary W. Snadon and Patsy A. Snadon acknowledged said instrument to be the free act and deed of said Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Branson, Missouri the day and year first above written.

RECORDING FEE \$20.00  
STATE USER FEE \$4.00  
TOTAL \$24.00

  
Marvin Motley, Notary Public  
Taney County, Missouri


MARVIN MOTLEY  
Taney County  
My Commission Expires June 25, 1999  
Notary Public  
State of Missouri

Taney County Abstract

**SECOND AMENDMENT**  
**TO**  
**RESTRICTIONS, COVENANTS AND CONDITIONS**  
**OF**  
**EMERALD POINTE**

The Declaration of Restrictions, Covenants and Conditions of Emerald Pointe dated June 20, 1994, recorded in Book 0328, Pages 0663-0686, and amended on the 28<sup>th</sup> day of March, 1997, and recorded in Book 0344, Pages 8150-8151, Office of the Recorder of Deeds, Taney County, Missouri are further amended as follows:

The following shall be added as subparagraph (f) of Section 2, Single-Family Residential Use, Article IX to read as follows:

"(f) All signs are prohibited in areas zoned and platted as residential except:

1. Signs erected by the developer or a public authority for the identification of streets, neighborhoods, recreational facilities, traffic control and directional purposes.

2. Signs by the developer in connection with its sales program.

Except for signs as provided in subparagraphs 1 and 2 above, the erection of signs in areas zoned residential upon any recorded plat shall require a permit from the Architectural Control Board. No signs shall be erected without the prior approval of the Architectural Control Board."

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**ARTICLE VIII**

**ARCHITECTURAL CONTROL**

Is Amended by adding Section 7 thereto to read as follows:

"Section 7 - Architectural Fees and Construction Fee.

The Lot owner shall pay a non-refundable fee of Two Hundred Fifty Dollars (\$250.00) to the Developer for the review of residential house plans and to receive a residential building permit from the Architectural Committee. Said fee shall be paid at the time the plans are submitted to the Committee. Whether

or not the plans are approved, the payment is non-refundable.

All contractors and builders shall pay a non-refundable fee in the amount of Seven Hundred Fifty Dollars (\$750.00) to the Developer for any damages to the common areas during residential construction. Said payment shall be made prior to the commencement of construction."

Dated this 7 day of July, 1999.

EMERALD POINTE PROPERTY MASTER OWNERS  
ASSOCIATION, INC.

By: Gary W. Snadon

Gary W. Snadon, President

Attest Patsy A. Snadon

Patsy A. Snadon, Secretary

State of Missouri )

) ss

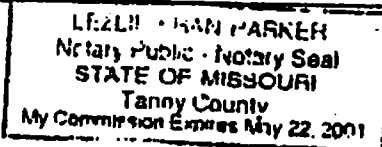
County of Taney )

On this 7 day of July, 1999, before me personally appeared Gary W. Snadon and Patsy A. Snadon, to me personally known, who being duly sworn state that they are President and Secretary respectively of Emerald Pointe Property Master Owners Association, Inc. and that said instrument was signed on behalf of the Association by authority of its Board of Directors and the said Gary W. Snadon and Patsy A. Snadon acknowledged said instrument to be the free act and deed of said Association.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Branson, Missouri the day and year first above written.

Lela Jean Parker  
Notary Public, Taney County, Missouri

My commission expires: \_\_\_\_\_



016753

BOOK 0360 PAGE 9879

FILED

1999 JUL -8 PM 8:07

CLERK OF RECORDS  
TANEY COUNTY

RECORDING FEE \$20.00  
STATE USER FEE \$4.00  
TOTAL \$24.00 per

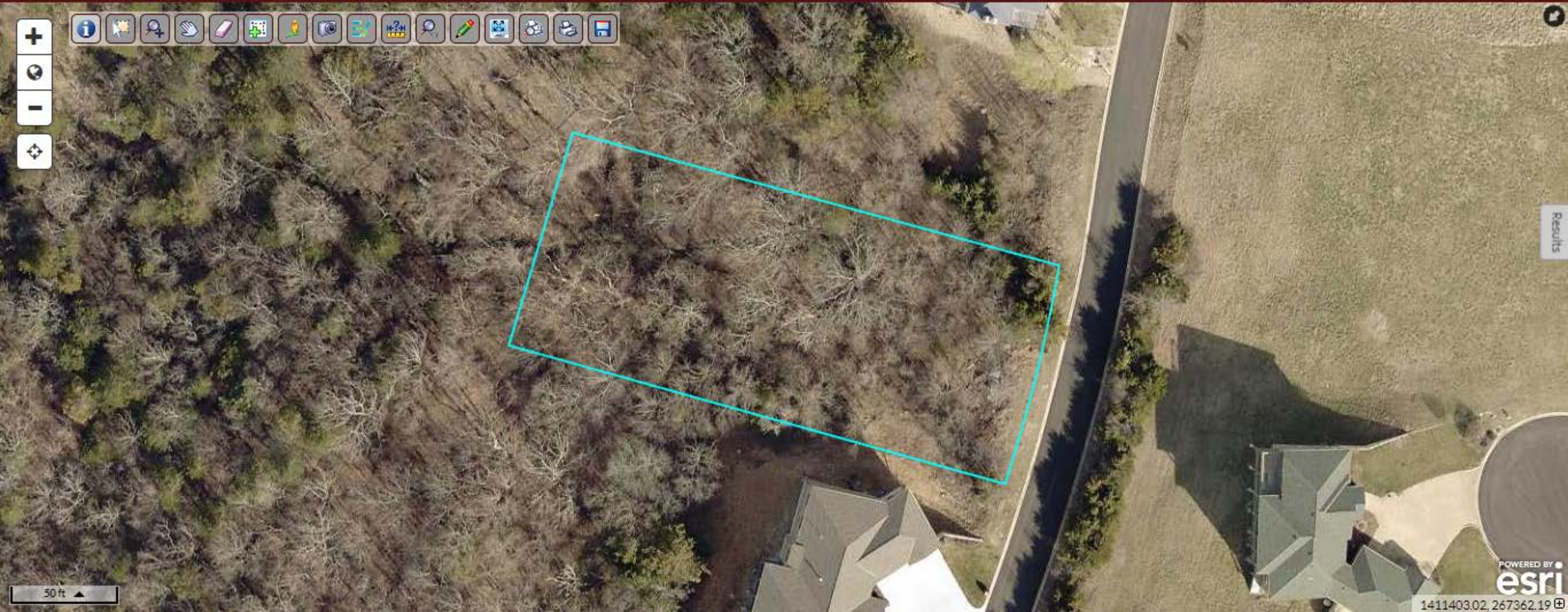
STATE OF MISSOURI } ss. IN THE RECORDERS OFFICE  
County of Taney

Katherine Clarkson, Recorder of said County, do hereby certify that the within instrument of writing was, on the 8TH day of JULY 1999, at 8 o'clock 07 minutes A.M. duly filed for record and is recorded in the records of this office, in book 360 at page 9877-9879.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Forayth, Mo. this 8TH day of JULY A.D. 1999.

*Katherine Clarkson*  
KATHERINE CLARKSON, Recorder  
Deputy





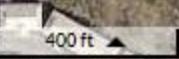
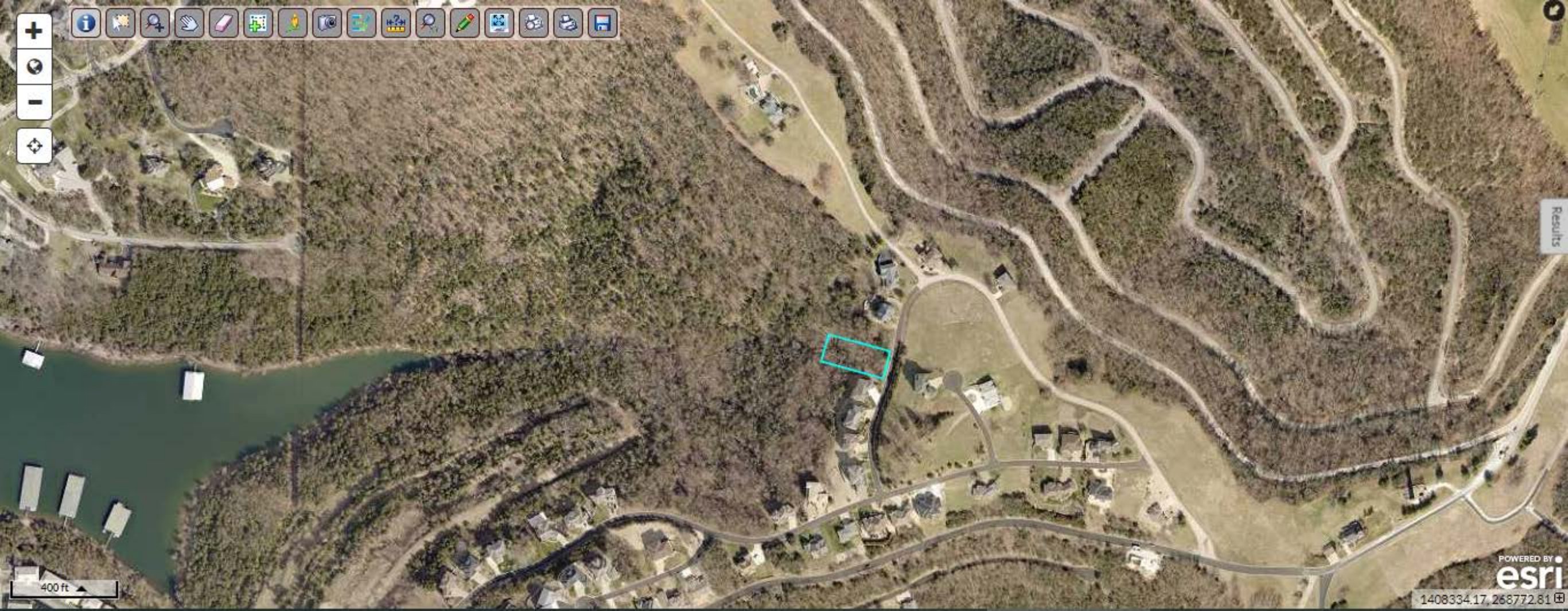
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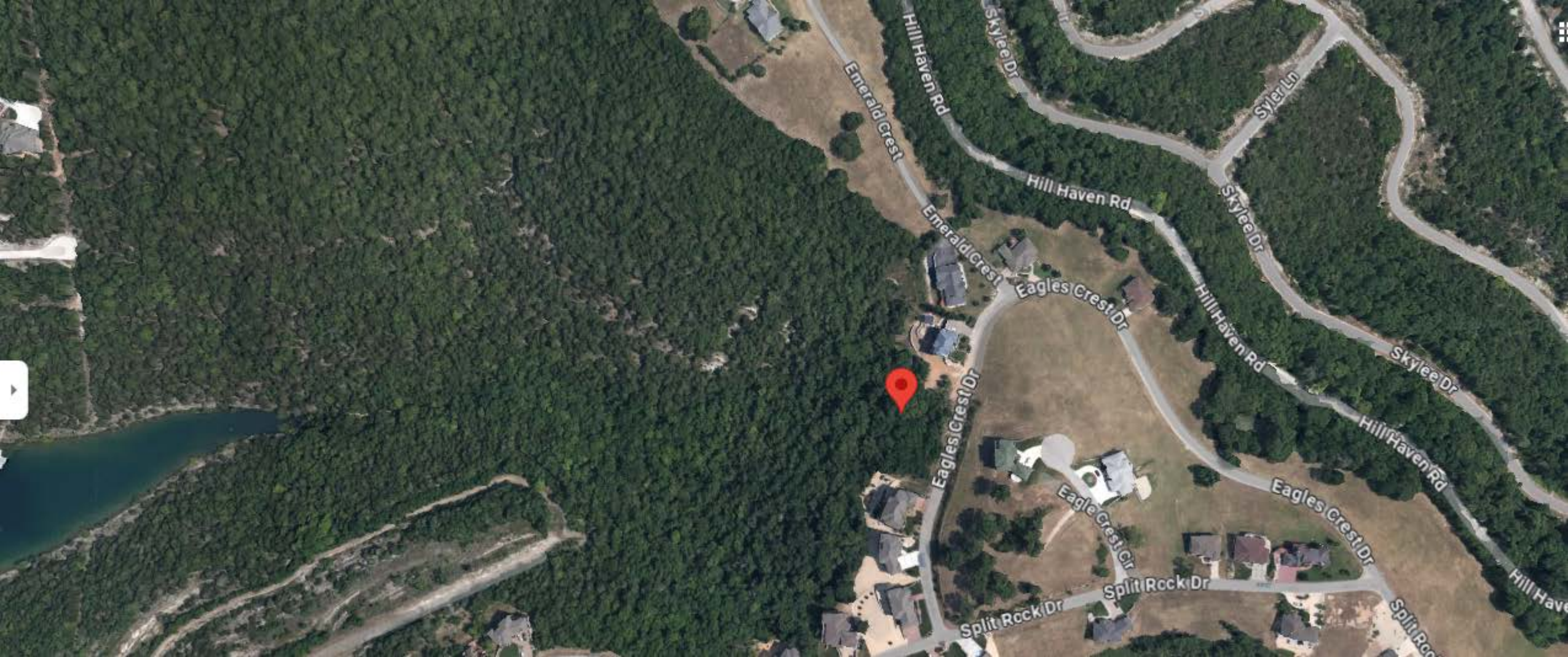


Eagles Crest Dr

Eagles Crest Dr







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Reports

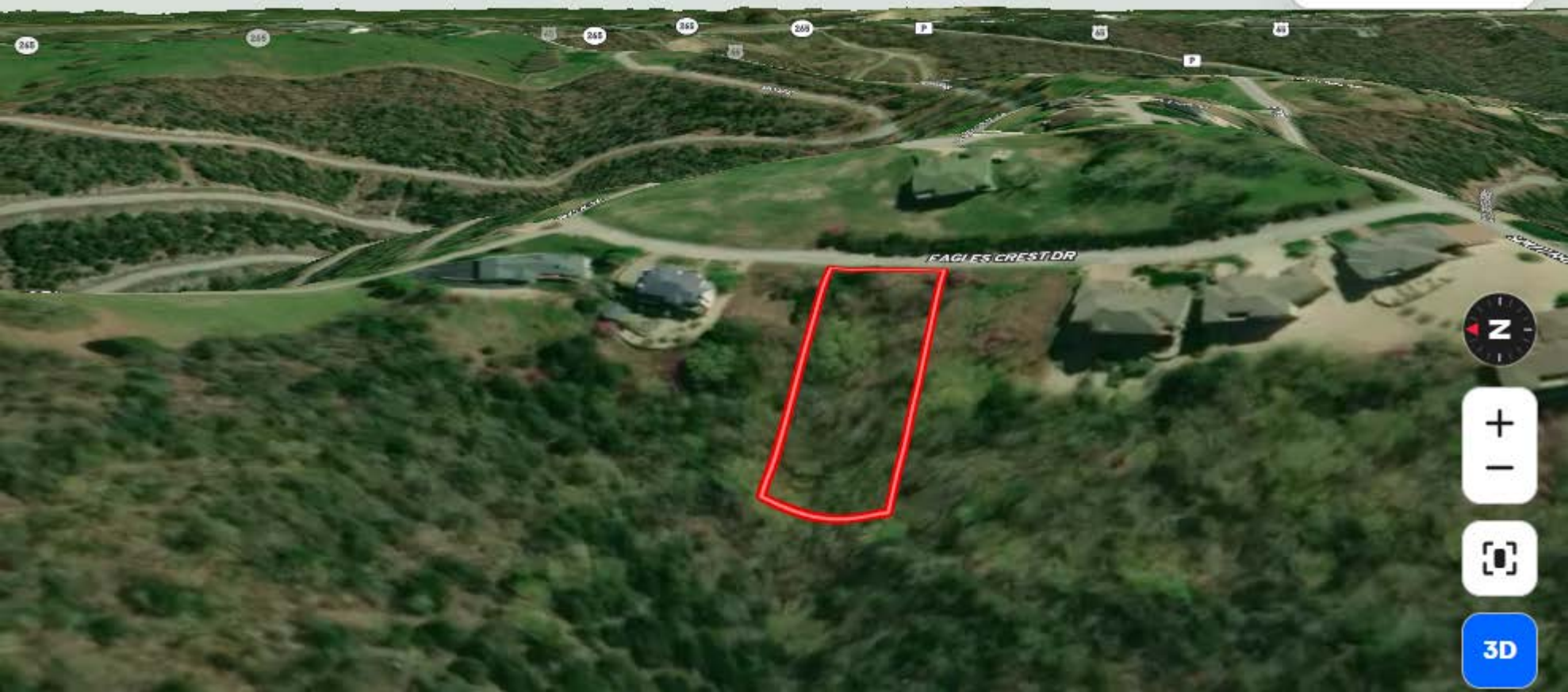


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Reports



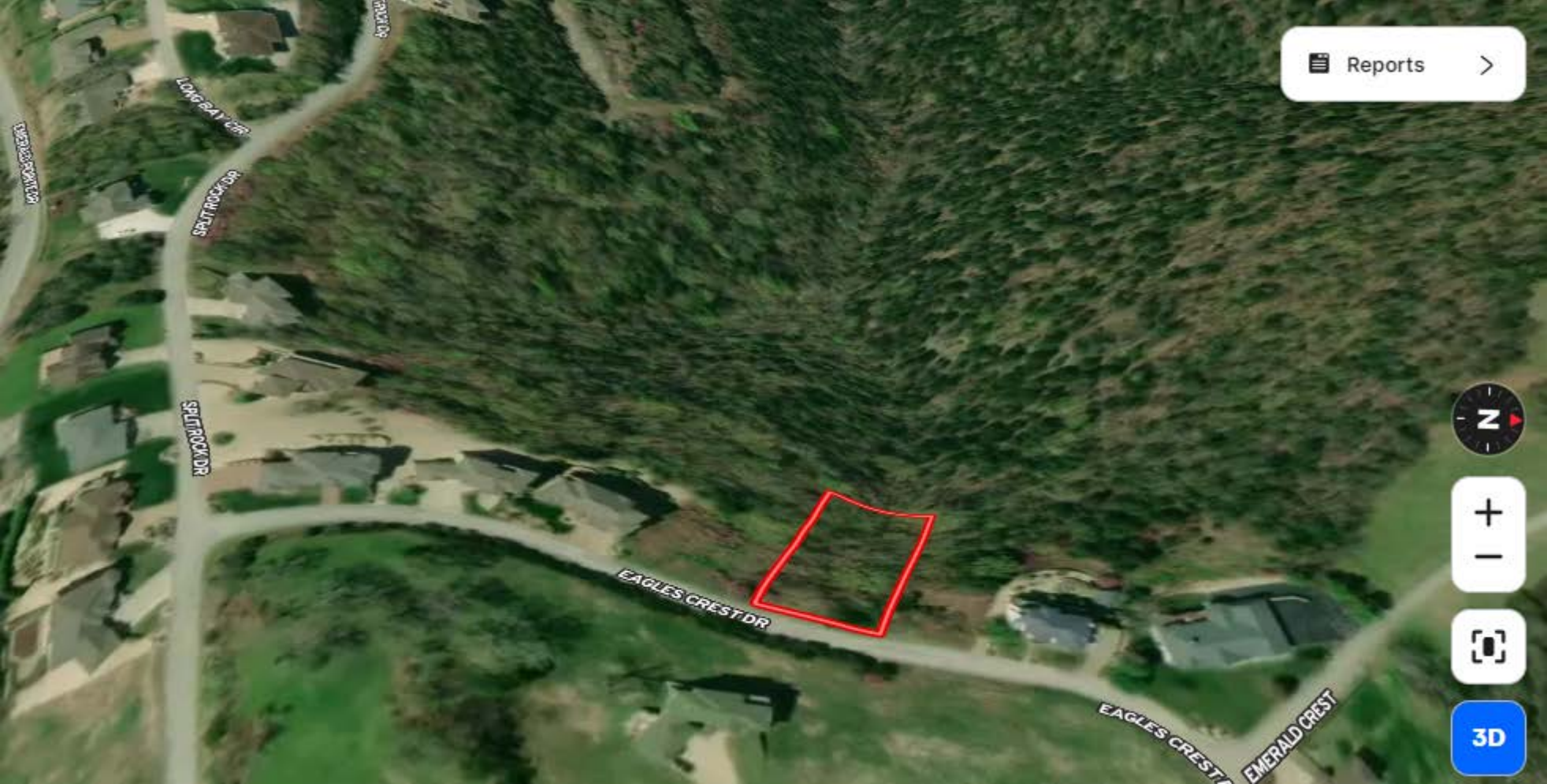
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EMERALD CREST

EMERALD CREST



Reports







☰ Reports >

📏 Saved Distances ✕

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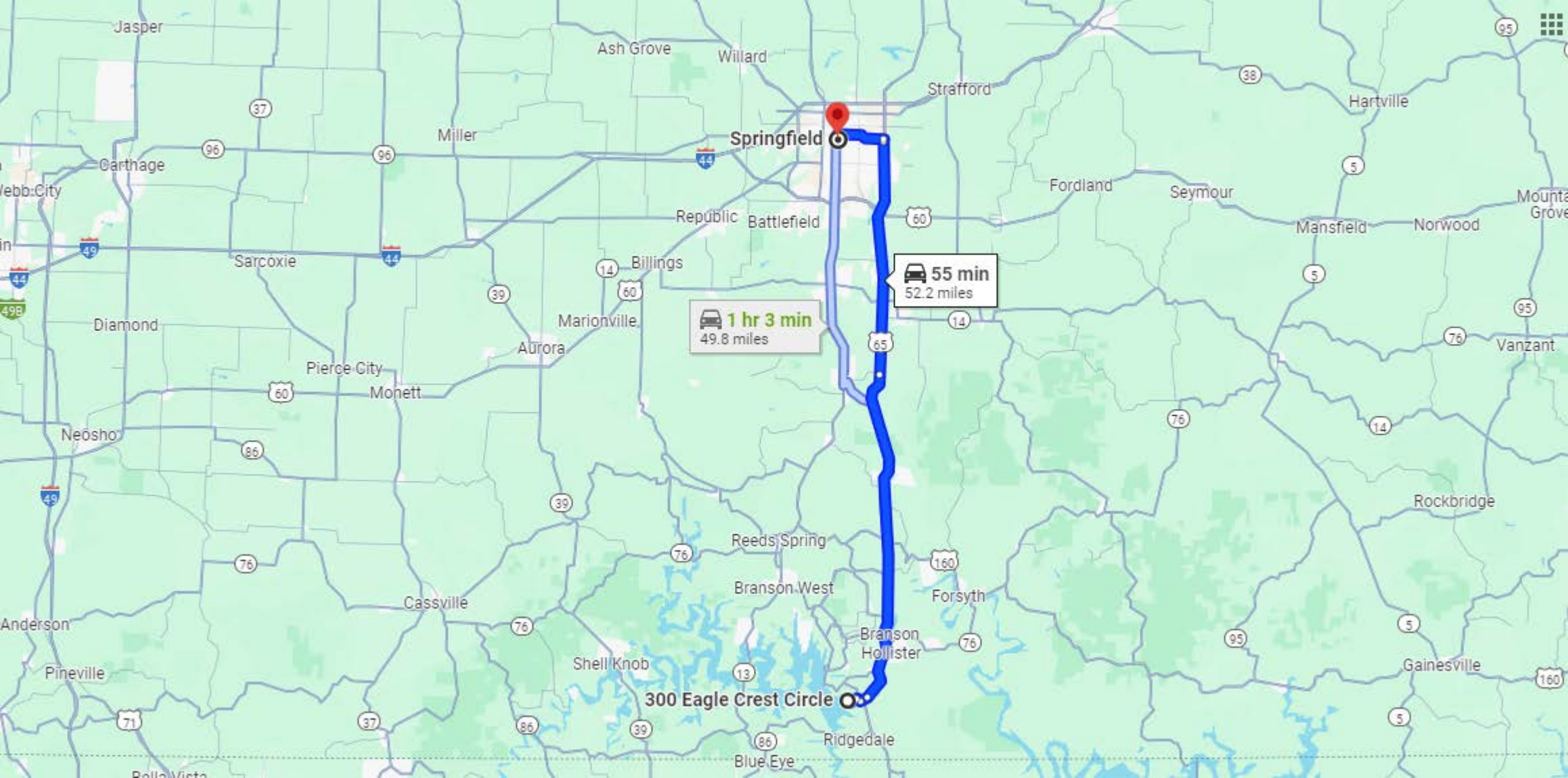
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97.47 feet



3D



Springfield

55 min  
52.2 miles

1 hr 3 min  
49.8 miles

300 Eagle Crest Circle