

REC. FEE: 59.00
PAGES: 13

CHRISTIAN COUNTY, MISSOURI, IN THE
RECORDER'S OFFICE
ROY MEADOWS, RECORDER OF
SAID COUNTY, DO HEREBY CERTIFY THAT
THE WITHIN INSTRUMENT OF WRITING
WAS, ON 02-05-2003 AT 11:22 AM
DULY FILED FOR RECORD AND
RECORDED IN THE RECORDS OF
OFFICE. IN BOOK 356 AT PAGE
4717. IN TESTIMONY WHEREOF, I HAVE
HEREUNTO SET MY HAND AND AFFIXED MY
OFFICIAL SEAL AT OZARK, MO., ON
THIS DATE: 02-05-2003
ROY MEADOWS, RECORDER
DEPUTY

THE BLUFFS AT RIVERSIDE LLC
AND
THE BLUFFS HOME OWNERS ASSOCIATION, INC.
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOUND IN PLAT BOOK H, PAGE 58

THIS DECLARATION is made January 14, 2003, by The Bluffs at Riverside LLC (the "Developer").

RECITALS

A. The Developer owns approximately a two hundred forty-six (246) acre tract of land located in Christian County, Missouri. The tract (the "Property") consists of all of the land shown on the final subdivision plat entitled "The Bluffs at Riverside", recorded in the records of Christian County, Missouri, in Plat Book 348, Page 0454 (the "Plat").

B. The Developer desires to subject the Property, and the parcels shown in the "Parcels", to the covenants, conditions and restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and the Parcels, and are for the purpose of distributing among the Parcel owners the cost of maintaining and operating the Common Areas located within the Property, and any improvements constructed on the Common Areas.

C. The Developer hereby declares that the Property shall be held, and the Parcels sold and conveyed subject to these Covenants, Conditions and Restrictions.

ARTICLE I
DEFINITIONS

(a) "BHOA" means The Bluffs Home Owners Association, Inc.

(b) "Common Area" means those areas of land, granted by the Developer to BHOA, and devoted to the common use and enjoyment of the owners of the Parcels.

(c) "Developer" means The Bluffs at Riverside LLC, a Missouri limited liability company, or any successor or assigns thereof to whom it shall convey or otherwise transfer all of the rights, title and interest in the Property then owned by it, under this Declaration, or any modification of this Declaration.

(d) "Owner" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple title to a Parcel in the Property, as the Parcel is now or may from time to time hereafter be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Parcel, all of them shall be deemed a single record owner and shall be a single member of BHOA by virtue of their ownership of the Parcel.

(e) "Property" or "The Bluffs" means all of the land shown on the Plat and such additional land as may be subject to this Declaration.

**ARTICLE II
PROPERTY SUBJECT TO DECLARATION
AND ANY ADDITIONS THERETO**

SECTION 1

The Property shall be transferred, held, sold, conveyed and occupied subject to this Declaration.

SECTION 2

Additional lands may be subjected to this Declaration in the following manner:

(a) The Developer, its successors and assigns shall have the right for seven (7) years from the date of this Declaration to bring within the operation and effect of this Declaration additional land. The additions authorized under this Section 2(a) shall be made by recording in the records of Christian County, Missouri, a supplement to this Declaration, which need be executed only by the Developer and the owner of such additional land if the Developer is not the Owner thereof, which shall describe the additional land and state that it is subject to this Declaration. The additions authorized by this Section 2(a) shall not require the approval of the BHOA.

(b) Upon the written approval of the BHOA after the BHOA has attained the assent of two-thirds (2/3) of the votes of the members present in person or by proxy at the meeting at which the vote is taken, the Owner of any land who desires to subject it to the operation and effect of this Declaration may do so by recording in the records of Christian County, Missouri, a supplement to this Declaration describing the additional land and stating that it is subject to this Declaration. Any such supplement to this Declaration may contain such additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary provided they are not inconsistent with this Declaration. In no event, however, shall the supplement to this Declaration revoke, modify or add to the covenants, conditions and restrictions established by this Declaration insofar as they pertain to the Property as the same exists prior to the supplement.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE BHOA**

SECTION 1

Every Owner of a Parcel shall be a member of the BHOA. Membership shall be appurtenant to and may not be separated from the ownership of the Parcel.

SECTION 2

Each member (except the Developer) shall be entitled to one vote per Parcel, for each Parcel owned by him, in all proceedings in which action shall be taken by Members of the BHOA.

The Developer shall be entitled to two (2) votes per Parcel for each Parcel owned by it in all proceedings in which action shall be taken by Members of the BHOA, including any votes added to the Declaration pursuant to Article II above. If a Member is comprised of two (2) or more persons or other entities, all votes shall be cast in the manner provided for in the Articles of Incorporation of the BHOA, but in no event shall all such persons or entities cast more than one (1) vote per Parcel for each parcel owned by them.

On the seventh anniversary of the date this Declaration is filed or at such time as the total number of votes entitled to be cast by members other than the Developer reaches fifty percent (50%) of the total number of votes eligible to be cast, including any votes added by the adding of additional land under Article II hereunder, the Developer will only have one (1) vote for each Parcel owned by the Developer.

**ARTICLE IV
COMMON AREA, EASEMENTS**

SECTION 1

The Developer shall grant and convey to the BHOA, as part of this Declaration, and the BHOA shall take and accept from the Developer, an easement for pedestrian, equestrian and motorized ingress and egress a twenty (20) foot wide easement from the paved roadway to Common Area A and along the northern shore of Finley Creek from Common Area A to the property line between Parcels sixteen (16) and seventeen (17), as specifically described by the metes and bounds in the plat, which easement shall constitute a Common Area.

The Developer shall grant and convey to the BHOA, as part of this Declaration, and the BHOA shall take and accept from the Developer, approximately six (6) acres of land to be used for recreational purposes, as specifically described by metes and bounds on the Plat, which shall constitute a Common Area.

The Developer shall grant and convey to the BHOA, as part of this Declaration, and the BHOA shall take and accept from the Developer, a right of access for ingress and egress purposes to the subdivision roads, Bluff Road, Rock Creek Road and Riverbend Lane, as depicted on the Plat, which Owner of a Parcel understands that the Parcels are deeded to the center of the

subdivision roads and that all other Owners have, by virtue of this Declaration, a right to access the subdivision roads. This right of access shall constitute a Common Area.

The Developer shall grant and convey to the BHOA, as part of this Declaration, and the latter shall take and accept from the Developer, an easement across property owned by Developer along the southern boundary of the Property and the northern shore of Findley Creek allowing access to the Finley Creek, as specifically described in the Plat, which easement shall constitute a Common Area. The Developer shall grant and convey to the BHOA, as part of this Declaration, and the BHOA shall take and accept from the Developer, the stone entrance columns, the electronic entry system, as specifically described in the Plat, which shall constitute a Common Area.

SECTION 2

Any Common Areas conveyed to the BHOA shall be deemed property and facilities for the use, benefit and enjoyment, in common, of each owner. The BHOA shall supervise, manage, operate, examine, inspect, care for, insure, repair, replace, restore and maintain the Common Areas, including the subdivision roads and gates, all at its own cost and expense.

SECTION 3

The right of each owner to use the Common Areas shall be subject to the terms, conditions, and provisions as set forth in this Declaration and, to any rule or regulation adopted by the BHOA now or in the future for the safety, care, maintenance, good order and cleanliness of the Common Areas. All such terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the BHOA and the Developer, or either of them, their respective successors and assigns, against any Owner, or any other person, violating or attempting to violate the same, either by an action at law for damages or a suit in equity to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation. The BHOA and the Developer shall each have the right, summarily, to abate and remove any breach or violation by an Owner at the cost and expense of the Owner.

SECTION 4

All Common Areas are to be kept free of all litter and trash and Owners and their guests shall respect the rights of all other Owners and guests. Use of the Common Areas by ATV riders shall be at half throttle or less, and shall be operated quietly so as not to cause a noise nuisance or disturbance. Owners and their guests who abuse these rights may have their access rights restricted by the BHOA. No overnight camping is allowed in the Common Areas without the prior written consent of the BHOA.

ARTICLE V PROPERTY RIGHTS IN THE COMMON AREAS

SECTION 1

The Developer shall hold, and hereafter grant and convey the Parcels, subject to the covenants, conditions and restrictions set forth in this Declaration, which are imposed upon the Parcels for the benefit of the Developer, the BHOA and the Owners, and their respective legal

representatives, heirs, successors and assigns, to the end and intend that each Owner of the Parcel subject to the following:

Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Areas for the purposes for which the same were designed. This right and privilege shall be appurtenant to and pass with the title to the Parcel. The right to the use and enjoyment of all Common Areas shall be subject to the right of the BHOA to suspend the voting rights and rights to use the Common Areas by an Owner (a) for any period in which any assessment against his Parcels remains unpaid, or (b) for a period not to exceed sixty (60) days for any infraction of published rules and regulations of the Association.

SECTION 2

Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as these rules, regulations, and restrictions are from time to time adopted by the BHOA for the safety, care, maintenance, good order and cleanliness of the Common Areas. Each Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the Common Areas.

ARTICLE VI SPECIAL LIMITED EASEMENTS

SECTION 1

The Developer shall hold, and hereafter grant and convey the Parcels, subject to the covenants, conditions and restrictions set forth in this Declaration, which are imposed upon the Parcels for the benefit of the Developer, to the Owners of Lots 17, 18, 19, 20, 21, 22, and 23 ("Easement Owners") and the latter shall take and accept an easement from said Lots to the Finley Creek. This right of access shall not constitute a Common Area but the Group A Lot Owners shall have the same privileges, rights and duties that the BHOA has in the Common Area, as set forth in Article IV, Section 1, above.

The Developer shall hold, and hereafter grant and convey the Parcels, subject to the covenants, conditions and restrictions set forth in this Declaration, which are imposed upon the Parcels for the benefit of the Developer, to the Owners of Lots 33, 34, 35, 36, 37, and 38 ("Easement Owners") and the latter shall take and accept an easement from said Lots to the Finley Creek. This right of access shall not constitute a Common Area but the Group A Lot Owners shall have the same privileges, rights and duties that the BHOA has in the Common Area, as set forth in Article IV, Section 1, above.

SECTION 2

The special limited easements conveyed to said Owners shall be deemed property and facilities for the use, benefit and enjoyment in, of said respective Easement Owners and the respective Easement Owners, shall supervise, manage, operate, examine, inspect, care for, repair, replace, restore, maintain the special limited easements, at their own cost and expense.

**ARTICLE VII
COVENANT FOR ASSESSMENT**

SECTION 1

The Developer, for each Parcel owned by it within the Property, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Parcel to him, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the BHOA (i) annual assessments or charges; and (ii) special assessments or charges for capital improvements, such annual and special assessments and charges to be established and collected as provided in this Declaration. The annual and special assessments or charges, together with interest at the rate of ten percent (10%) per annum accruing from their due date until payment is made, and the costs of collection and reasonable attorney's fees, shall be a charge on, and continuing lien upon, each Parcel against which an assessment is made and shall also be the personal obligation of the Owner of the Parcel.

SECTION 2

The assessments and charges levied by the BHOA shall be used exclusively for promoting the recreation, health, safety, and welfare of the residents of The Bluffs, and in particular for the improvement, operation and maintenance of the Common Areas, roads and gates, including, but not limited to, the payment of taxes (except to the extent that proportionate shares of such public charges and assessments on the Common Areas may be levied against all Parcels on the Property by the tax collecting authority so that the same are payable directly by the Owners in the same manner as real property taxes assessed or assessable against the Parcels) and insurance on the Common Areas, and for the other expenses of the BHOA, but shall not apply to the special limited easements described in Article VI.

SECTION 3

The initial annual assessment shall be \$300.00 per Parcel beginning in the year 2003, which shall be the maximum annual assessment for the year. Thereafter, the annual assessment shall be modified by the BHOA. Annual assessments must be fixed at a uniform rate for all Parcels, regardless of size or location. Notwithstanding anything elsewhere set forth in this Declaration, the Developer shall not be assessed for any Parcels for the year 2003.

SECTION 4

In addition to the annual assessments authorized above, the Board of Directors of the Association may levy in any year, a special assessment, applicable for that year or for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the roads, gates, or Common Areas, including fixtures and personal property related thereto.

SECTION 5

Written notice of any meetings of members of the BHOA called for the purpose of taking any action authorized under this Article shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first meeting, the presence of

members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of member entitled to be cast at the meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6

The annual assessments shall commence on January 1, 2003. The annual assessment for any year after the first year shall be on a calendar year basis and become due and payable on the first day of March of that year. The due date under any special assessment under Section 4 shall be fixed in the resolution authorizing the special assessment; however, such due date shall be at least forty-five (45) days after the date of such resolution.

SECTION 7

The Board of Directors of the BHOA shall fix the date of commencement and the amount of the annual assessment against each Parcel for each assessment period at least one (1) month in advance of the due date for the payment of the assessment and shall, at that time, prepare a roster of the Parcels and assessments applicable to the Parcels which shall be kept in the office of the BHOA and shall be open to inspection by any Owner. If an annual or special assessment is not paid on the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the BHOA may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Parcel for such assessment, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the action, and shall include interest on the assessment as above provided and reasonable attorney's fees together with the cost of the action. Each Owner of a Parcel shall by accepting title to the Parcel be deemed to have assented to the passage of a decree for the foreclosure of any lien upon his Parcel which results from his failure to pay an assessment on the due date of the assessment.

SECTION 8

The lien of the assessments provided for in this Declaration shall be subordinate to any mortgage or deed of trust hereafter placed upon the Parcel subject to assessment; provided, however, that the sale or transfer of any Parcel pursuant to deed of trust foreclosure, or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Parcel from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by nonuse of the Common Areas or abandonment of his Parcel.

**ARTICLE VIII
REPAIR AND MAINTENANCE**

The Owner of each Parcel shall keep the Parcel, and the buildings and other improvements on the Parcel, in good order and repair, and free of debris. Lawns shall be seeded and mowed,

shrubby trimmed and exterior surfaces painted, stained or cleaned, all in a manner and with such frequency as is consistent with good property management. In the event the Owner of a Parcel shall fail to maintain the Parcel and the buildings and other improvements on the Parcel as provided in this Declaration, the BHOA, after notice to the Owner and with the approval of the Board of Directors, shall have the right to enter upon the Parcel to perform such work as is reasonably required to restore the Parcel and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the BHOA in connection with the restoration shall be reimbursed to the BHOA by the Owner of the Parcel, upon demand. All unreimbursed costs shall be a lien upon the Parcel until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with Article VII of this Declaration.

ARTICLE IX BUILDING RESTRICTIONS

SECTION 1

- A. There will be architectural controls through an architectural control committee. Some diversity of architectural design will be encouraged, including European old country, Georgian, federal, antebellum and American country.
- B. The electricity and telephone wires and cables will all be underground and the streets and roads will be built to Christian County specifications, and will be surfaced with asphalt.
- C. The Bluffs will be a gated community with an electronic ingress/egress system.
- D. The architectural control committee ("Committee") will initially consist of three (3) members, a representative of the Developer, a representative of Carol Jones Realtors and an Owner selected by the Developer. After ten (10) Parcels are sold and the building plans approved, the architectural control committee will be expanded to five (5) members consisting of a representative of the Developer, a representative of Carol Jones Realtors and three (3) Owners selected by a majority vote of the then members of the BHOA. The architectural control committee shall review and approve or reject all building plans by Owners of the Parcels for all items set forth in the section. Decisions of the architectural control committee may be appealed to the Board of Directors of the BHOA.

SECTION 2

The following restrictions are required by this Declaration:

- (a) The minimum ground floor level of any residence on a Parcel shall be not less than 2,400 square feet for a single level home, and not less than 1,600 square feet for a multi-level home. A residence with a walkout basement shall not be considered a multi-level home within the meaning of this Section. The total enclosed square footage of any residence on a Parcel shall be not less than 2,400 square feet, excluding garages and porches.
- (b) No residence, fence, wall, driveway, gate, driveway, cut or design, additions or other structure of any kind may be erected, placed, or altered (including alterations in exterior finish or design) on any Parcel until the construction plans and specifications showing the nature and

shape, height, materials, and color of the improvement, and a plat showing the location of the improvement on the Parcel, shall have been approved by either the Committee or the Board of Directors of the BHOA.

(c) In reviewing said documents, the Committee shall consider: (i) the quality and design of the improvements, including the nature and durability of materials and workmanship; (ii) choice of colors; (iii) the effect of the proposed structure, addition or alteration on the use, enjoyment and value of other neighboring properties and/or the outlook or view from adjacent or neighboring properties; and (iv) the suitability of the proposed structure, addition or alteration taking into account the general aesthetic values of the surrounding area.

(d) The minimum side setback is seventy-five (75) feet, rear setback for lots with adjacent back yard boundaries is seventy-five (75) feet and the front setback is a minimum of one hundred (100) feet. The placement of buildings will be encouraged to be consistent with adjacent construction.

(e) Fences, walls and gates are permitted and encouraged. Fencing and walls should be constructed of natural materials, wood or stone, when possible, but PVC fencing is not prohibited. Chain link fencing is discouraged unless for containment and then only fully from view.

(f) The approval or disapproval as required in this Declaration shall be in writing and shall be issued within ten (10) business days after the documents have been received, unless the Committee request additional documentation. If additional documentation is requested, the ten (10) business day period shall run from the date on which the requested documentation is received. All approved plans shall be dated and initialed by the Developer as authorized by the Committee. If the Committee fails to issue a written approval or disapproval within the time permitted by this Section, the improvement shall be deemed approved. All disapprovals shall state the reasons for disapproval.

(g) Construction on a Parcel prior to approval in writing is strictly prohibited and may be removed by the Developer or the BHOA at the Owner of the Parcel's cost. No verbal approvals or statements are authorized and any such statements will not be binding on the Developer or BHOA.

(h) No Owner of a Parcel shall clear-cut more than fifty (50) feet from the residence or any other structure on the Lot without prior written permission from the Committee.

(i) Construction on all Parcels shall commence within five (5) years of the initial Parcel purchase and shall be completed and occupied within one (1) year of the commencement of construction. If construction does not commence within five (5) years of the initial Parcel purchase, Developer shall have the right to repurchase the Lot at the initial purchase price paid by the Owner plus six percent (6%) interest, or require the Owner to list the Parcel with a licensed L. Owner of multiple adjoining Parcels being used as a single estate shall not be subject to the provisions of this Section. The purpose of this provision is to encourage Owners to begin construction of residences on the Parcels in a timely fashion after the purchase of a Parcel. These time limitations may be waived by the BHOA upon good cause shown.

(j) All structures other than residences, including garages, barns, and outbuildings, should be constructed of materials consistent with the subdivision guidelines set forth herein and

shall match the residence on the Parcel in color and materials. Metal buildings and pre-built storage buildings are prohibited. The setback requirement for any such structure shall be at least seventy-five (75) feet from all roads and property lines on the Property.

(k) No Parcel, regardless of size, may be subdivided by any Owner without a two-thirds (2/3) vote of all members of the BHOA.

**ARTICLE X
GENERAL RESTRICTIONS**

SECTION 1

(a) Occupancy of the residence on a Lot is limited to use as a single family residence, except as otherwise provided by law.

(b) No trailer, modular home, mobile home, motor home, barn, garage, tent, or temporary structure shall be placed or constructed upon any Parcel for the purpose of occupying said structure as a permanent or temporary residence, or for any other purpose, except that a barn, garage, or outbuilding may be built provided the structure complies with the ordinary use for such structure and meets the other restrictions and provisions applicable to buildings within this Declaration. Notwithstanding the foregoing, one (1) construction office may be used on one Parcel during the construction of a residence for the strict use of an office between the hours of 6 a.m. and 6 p.m. until the residence is completed.

(c) No wild animals may be kept temporarily or permanently, except that one (1) horse, or other domesticated four-legged farm mammal of similar size shall be permitted per Parcel and one (1) additional for every additional three (3) acres per Parcel. Fowl or other typical farm animals may be kept if properly housed and maintained. Under no circumstances may an animal be kept or maintained for commercial purposes. Any animal of any kind which causes a nuisance is strictly prohibited. No animals shall be permitted to run at large on the Property at any time. The BHOA, with the approval of the Board of Directors, may require removal of any animal causing a nuisance and the Owner of the Parcel with the animal shall comply with the demand of the BHOA. This Section may be enforced by the BHOA by requesting injunctive or any other type of relief by law, and the Owner of each Parcel consents to such relief.

(d) No Parcel shall be used for any commercial purpose, including the operation of a manufacturing business, the storage of business equipment on the Parcel or multi-family rental activity. No Parcel shall be used for the storage of heavy equipment or inoperable automobiles, trucks, or other equipment. This provision does not prohibit home offices and activities consistent therewith.

(e) Propane gas tanks must be fully fenced from view or buried.

(f) No above ground swimming pools are permitted. Inground swimming pools will be permitted, but shall be walled or fenced and all access gates to the pool shall have automatic closures for safety purposes.

(g) Trash receptacles shall be enclosed from view. Trash shall be picked up by a professional company at least once a week in well contained trash containers and shall be promptly returned to their enclosures after pickup.

(h) Satellites or other antennas shall not be placed in a location which is overly close and said antennas shall be as compatible as possible with the structure upon which they are placed.

(i) No advertising or display signs of any character, including political signs, shall be placed or maintained on any part of the Property or on any structure on a Lot without the written consent of the Board of Directors, except customary "For Sale" signs, not larger than twenty-eight (28) inches wide and twenty (20) inches high, placed on or in front of a home by the Owner or his agent.

(j) ATVs are allowed on the Property during daylight hours, but shall be operated in a reasonably quiet manner, so as not to cause a noise nuisance or disturbance.

(k) Property access is to be strictly controlled and for the use of Owners only. Access to the Property will be by coded keypads and security gates and each Owner shall control and supervise access to the codes and restrict access to authorized persons only.

(l) No boats, recreational vehicles, mobile or motor homes, inoperable automobiles or trucks, trailers, trucks larger than three-quarter ton, or off-road vehicles may be parked on the streets or driveways, or in the front or side yard of any parcel, except that during development and construction of a residence upon a Parcel, such trucks, trailers, and other vehicles may be located on a Parcel during the period of construction. No such construction vehicles shall be parked overnight on the driveway or in the front or side yard of any Parcel so as to be visible from the street for periods in excess of seventy-two (72) hours.

(m) No rubbish or debris of any kind shall be placed or permitted to accumulate on or adjacent to any Parcel. No obnoxious or offensive odor, sound, or sight shall be permitted to exist or continue which affects the Lot in any way as to be unsanitary, unsightly, offensive, or detrimental to any other Parcel. Exterior speakers, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located or operated on any Parcel. The BHOA, with approval of the Board of Directors, shall determine whether a condition constitutes a nuisance under this Section and such determination shall be conclusive. This Section may be enforced by the BHOA by requesting injunctive or any other type of relief allowed by law, and the Owner of each parcel consents to such relief.

(n) In the event of partial or total destruction of a residence or other structure located on a Parcel, the Owner, together with any mortgage holder, if any, shall be responsible for cleaning and clearing the damage from the Parcel within sixty (60) days. In the event the Parcel has not been cleaned and removal of debris completed within sixty (60) days, the BHOA may, in its sole discretion, employ persons to clean and remove the debris on the Parcel. Any costs incurred by the BHOA pursuant to the provisions of this Section shall be charged against the Owner of the Parcel and, if unpaid, shall result in a lien against the Parcel which may be enforced by the BHOA in accordance with Article VI of this Declaration.

(o) Water wells shall be drilled to DNR standards for the Property, including depth casing and gallon per minute flow. No more than two (2) Parcels may share a common well where the topography will permit, but individual wells are encouraged. All wells and pressure tanks must be fenced from view or housed in architecturally compatible shelters, and the submersible pump powered by no more than a five (5) horsepower motor.

(p) Septic tanks will be constructed as approved by the State of Missouri and Christian County. Each Parcel will be tested to determine the compatibility, size, depth, lateral lines, etc. for said approval. Each septic tank shall be cleaned, inspected and certified on each three (3) year anniversary from construction, and such certification shall be the responsibility of each Owner, but shall be verified and recorded by the BHOA. BHOA shall have the authority to cause the cleaning, inspection and certification to be made and charged back to the Owner pursuant to the procedure set forth in Article VII.

ARTICLE XI GENERAL PROVISIONS

SECTION 1

Invalidation of any one of these covenants or restrictions by judgment or court shall not affect any other provisions which shall remain in full force and effect.

SECTION 2

If an action is brought by BHOA or Developer to enforce any provision of this Declaration, the BHOA or Developer shall be entitled to recover its costs, expenses, and reasonable attorney's fees from the Owner of the Parcel against whom the action is brought. The BHOA, Developer, or the Owner of any Parcel shall have the right to enforce, by any proceeding at law or in equity, the provisions set forth in this Declaration. Failure by the BHOA, Developer, or the Owner of any Parcel to enforce any provisions of this Declaration shall in no event be deemed a waiver of the right to later enforce the provision.

SECTION 3

The covenants and restrictions of this Declaration shall run with and bind the Property for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of seventy-five percent (75%) of the Parcels stating that this Declaration shall expire at the end of the then current term. This Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Parcels. Any amendment must be recorded among the records of the jurisdiction referred to in the Recitals to this Declaration.

SECTION 4

Anything as set forth in Section 3 of this Article to the contrary notwithstanding, the Developer shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration at any time prior to May 1, 2003, by an

