

**COVENANTS, CONDITIONS AND RESTRICTIONS
APPLICABLE TO
COUNTRY BLUFF ESTATES
SECOND ADDITION**

The undersigned are the owners of all the lots in that subdivision located in Taney County, Missouri, which is known COUNTRY BLUFF ESTATES SECOND ADDITION, per the plat filed in Plat Book C, Slide 761, Taney County, Missouri Recorder's Office.

The following covenants, conditions, and restrictions are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot of this subdivision shall thereby agree and covenant to abide by and fully perform the following covenants, conditions and restrictions.

These covenants are to run with the land and shall be binding for a period of 25 years from the date hereof; at the end of such period, said restrictions and covenants shall automatically be extended for a successive period of ten years unless, by a vote of a seventy-five percent of the then owners of the lots in said subdivision (each lot having one vote) taken prior to the expiration of said 25 year period and filed of record in said County, it is agreed to amend or release same. In addition to the above provisions for termination or amendment, these restrictions and covenants may be amended or released at any time if in addition to the vote of seventy-five percent of the then owners of the lots in said subdivision (each lot having one vote) COUNTRY BLUFF ESTATES, INC., shall also approve such amendment or release. The requirement of the approval of COUNTRY BLUFF ESTATES, INC., shall not be required at such time as it owns less than ten percent of the lots in the subdivision, and if such amendment or release is approved by eighty percent of the then owners of the lots in said subdivision (each lot having one vote).

The right to enforce the following covenants, conditions, and restrictions shall inure to each owner of a lot in COUNTRY BLUFF ESTATES and to COUNTRY BLUFF ESTATES PROPERTY OWNERS' ASSOCIATION, a not-for-profit corporation in which each lot in COUNTRY BLUFF ESTATES SECOND ADDITION is a member by virtue of owning a lot in said subdivision.

1. Each lot in the subdivision shall be used only for one single family dwelling and private garage for not more than three cars.

2. No lots shall be subdivided and developed. If a lot owner also owns one or more adjoining lots, he may sell all or any part of his extra lot or lots to the owner of a lot adjacent to the parcel to be conveyed, but, by doing so, the lot or part of the lot conveyed will become part of the buyer's adjacent lot, and the part not conveyed will become or remain part of the seller's adjacent

lot, and both seller and buyer must there-after develop, occupy and sell their entire parcels as single lots.

3. No building, wall, fence, kennels or other structure or improvements, shall be erected or placed on any lot in the subdivision until the building plans, specifications and plat plans showing the design, location and elevation of such building or improvement have been approved in writing as to the conformity and harmony of external design with other structures in the subdivision, and as to location of the building or improvement with respect to topography and finished ground elevation, and as to the sufficiency of the specifications, by the Architectural Control Committee. The Architectural Control Committee shall consist of such 3 persons as COUNTRY BLUFF ESTATES, INC. shall appoint until it owns less than ten (10%) percent of the lots within the subdivision, at which time the authority to appoint said Architectural Control Committee shall pass to COUNTRY BLUFF ESTATES PROPERTY OWNERS' ASSOCIATION. The three members of the Architectural Control Committee may appoint a fourth member to serve on such Committee. A majority vote of such committee is controlling. In the event of death or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to appoint a new member with like authority to fill the unexpired term. In the event the Architectural Control Committee fails to disapprove or approve any such design, location, specifications and elevation within sixty (60) days after said plans and specifications have been submitted to it, such approval will not be required and this Covenant will be deemed to have been fully complied with. None of the members of the Architectural Control Committee shall be entitled to any compensation for services performed pursuant to these restrictions. The Architectural Control Committee may assign its responsibility through a recordable document to the COUNTRY BLUFF ESTATES PROPERTY OWNERS' ASSOCIATION ("Homeowner's Association" or "Association" hereafter).

4. Any governmental authority of Taney County which has the power to issue a building permit may deny such building permit on the basis that the Architectural Control Committee has not approved such design, location, specifications or elevation.

5. The ground floor area of any one-story residence, exclusive of open porches, open breezeways, garages, carports and basements, shall be not less than 1,500 square feet. The first floor area of any residence containing more than one level shall be not less than 800 square feet. In addition, all residences shall have an attached garage, with a minimum usable floor area of 576 square feet. It is recommended that such minimum floor area of 576 square feet for an attached garage be at least 24' by 24'. The Architectural Control Committee's determination as to the area shall be conclusive.

6. The set backs for front yard shall be twenty-five (25) feet; side yard shall be ten (10) feet, which includes a five (5)

foot utility easement; and rear yard shall be fifteen (15) feet. The Architectural Control Committee reserves the right to grant exceptions to such set backs.

7. All construction shall be completed within one (1) year from the start thereof, including grading and seeding or sodding of lawn areas. During construction, no unnecessary building materials, large piles of fill or trash shall be permitted to remain on any lot in the subdivision.

8. All lots in the subdivision shall have a paved driveway, with a minimum width of eighteen feet (18') extending from the street to the garage. The driveway shall be completed no later than sixty (60) days after the residence is occupied.

9. No business or business activity shall be conducted upon any lot in the subdivision. No noxious or offensive activity shall be carried upon any lot in the subdivision, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the other lot owners in the subdivision.

10. No mobile home, trailer, basement, tent, shack, garage, barn, outbuilding or other structure of a temporary character shall be used on any lot in the subdivision at any time as a residence, either temporary or permanent.

11. No sign of any kind shall be displayed to the public view upon any lot in the subdivision, except that professional signs may be used by COUNTRY BLUFF ESTATES, INC. to advertise the property for sale, and, further, except that one (1) professional sign of not more than six (6) square feet may be used to advertise the property during construction of a residence, or by a realtor or the homeowner to advertise the property for sale after construction of a residence.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in the subdivision, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All such household pets must be kept on a leash or chain when not on the owner's lot.

13. No outside clothes line shall be erected or maintained on any lot in the subdivision.

14. No lot in the subdivision shall be used or maintained as a dumping ground for rubbish. Trash, garbage and all other waste shall be kept in sanitary containers. No junk cars or mechanical equipment shall be stored outside of the garage. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

15. No vehicle (automobile, truck, tractor, motor home, trailer, boat, utility vehicle, camper, etc.) shall be permitted to

be parked on any lot or anywhere in the subdivision unless in a garage for more than forty-eight (48) hours, unless granted approval in writing by the Architectural Control Committee. It shall be the intent of the Architectural Control Committee to restrict parking to the garages upon said lots, and to further restrict vehicular parking in the subdivision to the automobiles regularly used by the owners in said subdivision.

16. No lot or residence in the subdivision shall be rented or leased without the prior written approval of the Architectural Control Committee.

17. No trees having trunks in excess of six inches (6") in diameter and exceeding twenty (20') in height may be cut or removed from any lot in the subdivision without prior written approval of the Architectural Control Committee.

18. All fuel tanks shall be installed and maintained pursuant to the laws and safety regulations applicable thereto. If not contrary to law and the safety regulations thereto, all fuel tanks shall be installed underground; provided, however, if not contrary to the laws and safety regulations, oil tanks may be permitted in basements and utility rooms. If the law or safety regulations applicable thereto require installation of any fuel tanks above the ground, such tanks shall be located and then camouflaged, covered or hidden in such a manner as required by the Architectural Control Committee so that they cannot be viewed from the adjoining lots and roadways.

19. All utility lines in the subdivision, including electrical, water, telephone and TV cable, shall be buried underground.

20. All lot owners shall install and maintain a mailbox and yard light approved by the Architectural Control Committee. The Architectural Control committee, subject to U.S. Postal regulations, reserves the right to designate the type and location of the mailbox.

21. No television or short-wave radio antenna or towers or other similar structures shall be erected or placed upon any lot until the plans, specifications and plot plan showing the design, location and elevation have been approved in writing by the Architectural Control Committee.

22. Television "dish" antennas will not be permitted, unless entirely enclosed within the residential structure and approved by the Architectural Control Committee.

23. Swimming pools will not be permitted on any lots bordering the center lake.

24. Any separate ground water system on any lot, including ground water systems used for geothermal water heating or lawn

sprinkling purposes must meet the rules, regulations and requirements of all governmental authorities. Any such separate ground water system cannot be used for domestic water use, but all residences shall use the community water system for its domestic or household use. All charges and assessments for water for domestic or household use shall be as adopted by the company operating the community water system for the benefit of all lots within the subdivision.

25. No lot owner shall use the water from the community water system for geothermal water heating or any other similar use.

26. The resident or owner of any lot shall not block or hinder any surface water or subsurface water drainage or runoff, nor shall do anything to disrupt, obstruct or retard the natural flow of any surface water or subsurface water without the approval of the Architectural Control Committee. Further, each resident or owner of each lot shall maintain that portion of any tiling and subsurface drainage systems located on their particular lot.

27. No unimproved lot in the subdivision shall be sold by the owner without having first given COUNTRY BLUFF ESTATES, INC. the right of first refusal to purchase the lot, which right of first refusal shall be exercised within ten (10) days of written notification to COUNTRY BLUFF ESTATES, INC., of said offer to purchase. In the event of COUNTRY BLUFF ESTATES, INC., shall be dissolved, this right of first refusal shall pass to COUNTRY BLUFF ESTATES PROPERTY OWNERS' ASSOCIATION.

28. Street lighting, street maintenance, maintenance of common areas, and such other common services as COUNTRY BLUFF ESTATES PROPERTY OWNERS' ASSOCIATION may agree to provide (including liability and property and casualty insurance for the common areas and common services) shall be provided by COUNTRY BLUFF ESTATES PROPERTY OWNERS' ASSOCIATION.

29. Each lot owner shall pay an amount set by the board of directors of COUNTRY BLUFF ESTATES PROPERTY OWNERS' ASSOCIATION, payable as determined by said Association for payment of expenses set forth in paragraph 28, above. The amount payable under this paragraph may be modified by COUNTRY BLUFF ESTATES PROPERTY OWNERS' ASSOCIATION, in accordance with its rules and regulations, except that each lot within the subdivision shall be assessed the same amount for each year.

30. In the event any lot owner fails to pay the amount set forth in paragraph 29, above, on or before October 1 of each year, COUNTRY BLUFF ESTATES PROPERTY OWNERS' ASSOCIATION, may take any action to enforce such payment available to it at law or in equity, including to but not limited to the following:

Filing a statement of lien in the office of the Recorder of Deeds for Taney County, Missouri, setting forth the amount due from the offending lot owner. Such statement shall be a lien

on said lot owner's lot, and may be enforced in the same fashion as a non-judicial foreclosure of a deed of trust under the laws of the State of Missouri. For purposes of such an action, the offending lot owner shall be considered the maker of the note and deed of trust, the Sheriff of Taney County, Missouri, shall be considered the trustee, and COUNTRY BLUFF ESTATES PROPERTY OWNERS' ASSOCIATION shall be considered the beneficiary of said debt. In addition to the amount of the aforesaid lien, the offending lot owner shall be responsible for all costs of collecting said amount, including publication costs, attorney's fees, trustee's fees, postage, title search costs, and any other cost associated with enforcing such lien.

31. For all purposes of these covenants, including making any amendments thereto, or enforcing the same, the owners of all lots in COUNTRY BLUFF ESTATES filed in Plat Book C, page 512 and COUNTRY BLUFF ESTATES FIRST ADDITION filed in Plat Book C, page 611 (as well as the partial replat thereof recorded in Plat Book D, page 138) shall be considered one subdivision, with each lot in all of the aforesaid subdivisions having one vote with regard to elections of directors in COUNTRY BLUFF ESTATES PROPERTY OWNERS' ASSOCIATION and with regard to all other matters dealing with said property owners association.

32. In the event COUNTRY BLUFF ESTATES PROPERTY OWNERS' ASSOCIATION, or any lot owner, institutes legal action against any other lot owner to enforce the provisions of these covenants, conditions, and restrictions, and if they obtain the relief sought in such action, the offending party shall be responsible for paying the reasonable attorney's fees and all other costs incurred by the party instituting such legal action.

33. All homes situated in COUNTRY BLUFF ESTATES SUBDIVISION, SECOND ADDITION shall be connected to the central waste water sewer system serving said Subdivision and the COUNTRY BLUFF ESTATES PROPERTY OWNERS ASSOCIATION shall have the following powers in regard to said waste water sewer system to-wit:

(a) To operate, maintain, repair, modernize and regulate the waste water treatment facility serving COUNTRY BLUFF ESTATE SUBDIVISIONS (Plat Book C, page 512; Plat Book C, Page 611, and Plat Book C, Page 761) which is situated on common property owned by the Property Owners Association;

(b) To require all property owners to be connected to such waste water treatment facility;

(c) To collect and treat waste water from the homes and common elements;

(d) To convey the waste water treatment facilities to a municipality or public sewer district which has been designated as Area Wide Management Authority under

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STATE OF Missouri)
COUNTY OF Taney) SS

KATHERINE CLARKSON
CLERK & EX-OFFICIO RECORDER
TANEY COUNTY

On November 17, 1996, before me personally appeared BILLY J. MATLOCK and LILLIAN M. MATLOCK, 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 in Brunswick, Missouri.



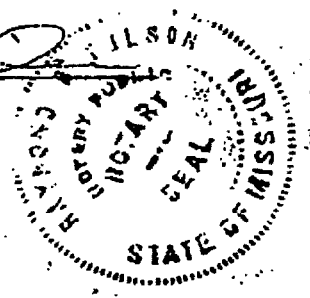
Katherine S. McGinn
Notary Public
KATHERINE S. MCGINN
6-10-2000

STATE OF MISSOURI)
COUNTY OF TANEY) SS

On Dec. 17, 1996, before me personally appeared H. ALLEN POINDEXTER and SUZANNE POINDEXTER, 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 in Brunswick, Missouri.

Raymond W. Wilson
Notary Public
EXPIRES 11/14/97
RAYMOND W. WILSON



STATE OF MISSOURI)
County of Taney)

REC'D. IN THE RECORDERS OFFICE
Katherine Clarkson, Recorder of said County, do hereby certify that the within instrument of writing was on this 14 day of FEBRUARY, 1997 at 9 o'clock 26 minutes A.M. duly filed for record and is recorded in the records of this office in Book 343 at page 561-5600.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Forsyth, Mo., this 14 day of FEBRUARY

AD 13 97
Katherine Clarkson, Recorder
Deputy

RECORDING FEE \$11.00
STATE USER FEE \$4.00
TOTAL \$45.00pl

Section 208(c)(1) of the Federal Clean Water Act; or to a Municipality, Public Sewer District or Sewer Company regulated by the Missouri Public Service Commission (PSC) which currently provides sewage collection or both treatment services on a regional or water shed basis; or to a Municipality, Public Sewer District of Sewer Company regulated by the PSC other than one which qualifies under 10CSR 20-6.010(3) (B)1. or 2., or a public water supply district.

IN WITNESS WHEREOF this document has been executed this 13th day of DECEMBER 1996.

LOTS 67-77 & 87-106
COUNTRY BLUFF ESTATES, INC.

BY: Gary D. Cox ATTEST: Raymond W. Wilson
GARY D. COX, PRESIDENT RAYMOND W. WILSON, SECRETARY
NO SEAL

LOT 78
MASTERSPIECE BUILDERS, INC.

BY: Thomas M. Caruso ATTEST: Susan A. Caruso
PRESIDENT SECRETARY
NO SEAL

LOT 79

Bobby Dale Phillips ATTEST: Karen Jean Phillips
BOBBY DALE PHILLIPS KAREN JEAN PHILLIPS

LOT 80

Richard A. Koenig ATTEST: Saundra L. Koenig
RICHARD A. KOENIG SAUNDRAL. KOENIG

LOTS 81 & 82

Thomas M. Caruso ATTEST: Susan A. Caruso
THOMAS M. CARUSO SUSAN A. CARUSO

LOT 83

Billy J. Matlock ATTEST: Lillian M. Matlock
BILLY J. MATLOCK LILLIAN M. MATLOCK

LOTS 84, 85 & 86

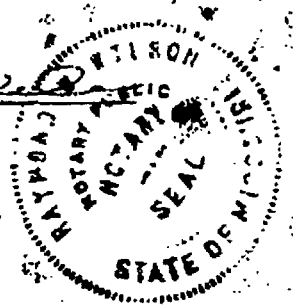
H. Allen Poindexter ATTEST: Suzanne Poindexter
H. ALLEN POINDEXTER SUZANNE POINDEXTER

STATE OF MISSOURI)
) SS
COUNTY OF TANAY)

On DEC. 13, 1996, before me, a Notary Public in and for said state personally appeared GARY D. COX, PRESIDENT of COUNTRY BLUFF ESTATES, INC., a corporation, who being duly sworn did say that he holds the aforesaid office in said corporation; that the corporation has no seal; that the aforesaid document was signed and attested in behalf of said corporation, by the authority of its Board of Directors; and said GARY D. COX acknowledged the aforesaid document to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in BRANSON, Missouri, the day and year last above written.

Richard W. Wilson
NOTARY PUBLIC
EXP. 12-14-97
RICHARD W. WILSON



STATE OF MISSOURI)
) SS
COUNTY OF TANAY)

On Dec. 16, 1996, before me, a Notary Public in and for said state personally appeared Tom CARMSO AND SUSAN CARMSO of MASTERPIECE BUILDERS, INC., a corporation, who being duly sworn did say that he holds the aforesaid office in said corporation; that the corporation has no seal; that the aforesaid document was signed and attested in behalf of said corporation, by the authority of its Board of Directors; and said TOM AND SUSAN CARMSO acknowledged the aforesaid document to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in BRANSON, Missouri, the day and year last above written.

Richard W. Wilson
NOTARY PUBLIC
EXP. 12-14-97
RICHARD W. WILSON

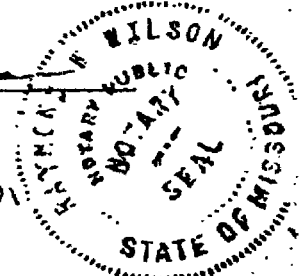


STATE OF MISSOURI)
COUNTY OF TANEY) SS

On DEC. 16th, 1996, before me personally appeared BOBBY DALE PHILLIPS and KAREN JEAN PHILLIPS, 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 in BRANSON, Missouri.

Raymond W. Wilson
Notary Public
Exp. 12-14-97
RAYMOND W. WILSON

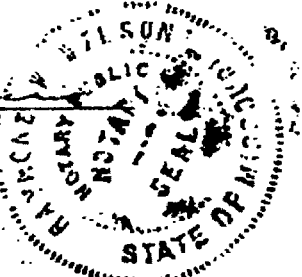


STATE OF MISSOURI)
COUNTY OF TANEY) SS

On DEC. 16th, 1996, before me personally appeared RICHARD A. KOENIG and SAUNDRA L. KOENIG, 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 in BRANSON, Missouri.

Raymond W. Wilson
Notary Public
Exp. 12-14-97
RAYMOND W. WILSON



STATE OF MISSOURI)
COUNTY OF TANEY) SS

On DEC. 16th, 1996, before me personally appeared THOMAS M. CARUSO and SUSAN A. CARUSO, 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 in BRANSON, Missouri.

Raymond W. Wilson
Notary Public
Exp. 12-14-97
RAYMOND W. WILSON

