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COMPARED

**FIRST AMENDMENT TO  
HUNTER'S RIDGE SUBDIVISION  
DECLARATION OF RESTRICTIVE COVENANTS  
AND MAINTENANCE COVENANTS**

BOOK 1404 PAGE 663

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This FIRST AMENDMENT TO DECLARATION and indenture, made and entered into this 21<sup>st</sup> day of May, 1999, by Hardy's Hunter's Ridge Development, Inc. (the "Corporation") and the undersigned Property Owners (the "Owners").

WITNESSETH:

WHEREAS, the Corporation desires to amend the Declaration of Restrictive Covenants and Maintenance Covenants (the "Declaration") previously described in an instrument recorded in the Land Records of St. Francois County, Missouri on July 30, 1998 in Book 1387 at Pages 1667-1673 governing certain real estate subdivided and recorded by plat filed in Plat Book 16 at Page 185 of the Office of the Recorder of Deeds of St. Francois County, Missouri on the 30th day of July, 1998 and legally described in the attached Exhibit "A" incorporated herein by reference.

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements contained herein and the advantages to the Corporation, Owners and all future Owners of Hunter's Ridge Subdivision property, the Corporation and Owners hereby agree to amend and supplement the original Declaration as follows:

1. Protective covenant 1(A) set forth on page 1 of the original Declaration shall have the following paragraph stricken and removed from the original Declaration without replacement:

"The Grantor reserves the right to change the minimum size of a dwelling for any subdivision lot to increase or decrease the minimum size allowed on the ground floor."

The remaining paragraphs of Protective Covenant 1(A) shall remain in full force and effect.

2. Protective Covenant 5 set forth on page 3 of the original Declaration is hereby stricken and removed from the original Declaration and the following new Covenant 5 shall be incorporated into said Declaration and shall govern:

5. **VEHICLE PARKING:** No trailers, farm equipment, motorized campers of any make or variety, trucks exceeding 3 tons gross weight or boats shall be parked (except for temporary purposes not exceeding 8 hours) in any street in the subdivision, nor upon any part of any lot except if housed out of sight in a building without the prior consent of the Architectural Control Committee. No derelict or unlicensed vehicle or derelict farm equipment shall be maintained on the property unless stored in a building out of sight. No vehicle engine overhauling shall be permitted within the subdivision outside of garages. There shall be no vehicle, truck or automobile standing outside a building beyond a reasonable length of time not to exceed forty-eight (48) hours, without the prior written approval of the Architectural Control Committee.

3. Protective Covenant 9 set forth on page 3 of the original Declaration is hereby stricken and removed from the original Declaration and the following new Covenant 9 shall be incorporated into said Declaration and shall govern:

9. **SIGNS:** No "for sale" or other signs or displays of any type shall be placed or displayed on any building located in or upon part of the property without the prior written approval of the Architectural Control Committee, who shall have the right, in its sole discretion to approve such signs as to form, content, size and location.

4. Protective Covenant 12 set forth on page 3 of the original Declaration is hereby stricken and removed from the original Declaration and the following new Covenant 12 shall be incorporated into the said Declaration and shall govern:

12. **GARBAGE AND REFUSE DISPOSAL:** Garbage, rubbish, bottles, cans or any discarded material or other deleterious substance shall not be permitted to accumulate upon the premises, but the same must be moved at such frequent intervals as may be necessary to keep the property clean and sanitary. Nothing whatsoever shall be dumped into ravines, ponds or other lands at any time. No incinerators or other device for burning refuse outdoors shall be constructed, installed or used by any persons except as approved by the Architectural Control Committee.

of refuse. Such receptacles shall be screened from public view and protected from disturbance. The exterior of all residences must be kept in a neat and orderly condition at all times.

5. Protective Covenant 13 set forth on pages 3-4 of the original Declaration is hereby stricken and removed from the original Declaration and the following new Covenant 13 shall be incorporated into the said Declaration and shall govern:

13. SEWER-WATER: A monthly fee for water service will be assessed by the Hunter's Ridge Subdivision, Inc. and billed through Hunter's Ridge Property Owner's Association in accordance with the rates established and approved by the Missouri Public Service Commission pursuant to applicable law. Each lot will be serviced by a separate water meter and all charges shall be based upon usage as established by such meters. Sewer services are provided by Hunter's Ridge Property Owner's Association and are billed monthly to each lot owner.

6. Protective Covenant 17 set forth on page 4 of the original Declaration is hereby stricken and removed from the original Declaration without replacement.

## ARTICLE II DECLARATION OF COMMON AREAS

WHEREAS, Corporation previously included certain declarations with respect to the common areas in the original Declaration and whereas Corporation and Owners now seek to make certain amendments to the declaration of common areas previously included in the original Declaration.

NOW THEREFORE, in consideration of the premises and mutual promises, covenants and agreements contained herein and the advantages to the Corporation, Owners and future owners of Hunter's Ridge Subdivision Property, the Corporation and Owners declare that:

1. Common area Covenant 3 and 3A set forth on page 5 of the original Declaration are hereby stricken and removed from the original Declaration and the following new Covenants 3 and 3(A) shall be incorporated into said Declaration and shall govern:

1. Common area Covenant 3 and 3A set forth on page 5 of the original Declaration are hereby stricken and removed from the original Declaration and the following new Covenants 3 and 3(A) shall be incorporated into said Declaration and shall govern:

3. ASSESSMENTS AND LIENS. The Hunter's Ridge Property Owner's Association is hereby given the right to levy an annual assessment, to be paid monthly, and/or special assessment for the purposes of maintaining, regulating and developing the common areas; water retention areas within the common areas; easements; front entrance or entrances to the subdivision and including keeping said areas safe and secure for use by lot owners; the water system; the sewer system; or actual charge to correct violations of restrictions as provided in paragraph 5(A).

A. Each lot owner shall pay any and all regular or special assessments to the Association. Assessments for water, sewer and maintenance shall be billed monthly and shall be considered delinquent if not paid within a thirty day period at which time the unpaid assessment shall accrue interest rate of nine percent (9%) per annum. The Association shall be entitled to set and assess a late charge or penalty for violation of association rules and regulations.

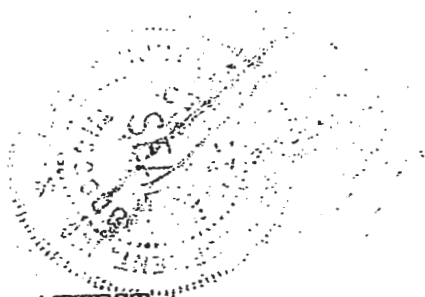
The above Amendments are incorporated into the Declaration previously filed and recorded and said Amendments shall be binding upon and inure to the benefit of the Corporation, the Owners and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the day and year first above written.

CORPORATION:

HARDY'S HUNTER'S RIDGE DEVELOPMENT, INC.

By: Daryl B. Hardy  
Daryl B. Hardy, President



ATTEST:

Donald A. Hardy  
Donald A. Hardy, Secretary

Hardy's Hunter's Ridge Development, Inc.  
5550 Hillsboro Road  
Farmington, MO 63640

8569

BOOK 1387 PAGE 1667

HUNTERS RIDGE SUBDIVISION  
DECLARATION OF RESTRICTIVE COVENANTS AND MAINTENANCE COVENANTS

WHEREAS, the undersigned, Hardy's Hunter's Ridge Development, Inc., a Missouri Corporation, hereinafter Grantor, is the owner of a parcel of land located in the County of St. Francois, to wit: see attached legal description identified as Exhibit A and incorporated herein by reference.

WHEREAS, the aforesaid real estate has been subdivided and recorded by plat filed in Plat Book 16 at page 185, of the Office of the Recorder of Deeds of St. Francois County, Missouri on the 29th day of July, 1998 and shall hereinafter be referred to as Subdivision. All references to lots and streets hereinafter are to the lots and streets as shown on said plat.

WHEREAS, it is our intention and declaration that all of said Subdivision shall be subject to the restrictions, protective covenants and maintenance provisions which are hereinafter set out, except where specific exceptions are indicated in this declaration, and that all said lots when sold shall be sold subject to the restrictions, which shall run with the land; and shall be binding upon every owner of lots in said Subdivision in the same manner as if said restrictions were set out in full in each contract and conveyance of or concerning any lot or any part thereof. The restrictive covenants are as follows:

1. LAND USE AND BUILDING TYPE. No building shall be erected, altered, placed or permitted to remain on any lot in Hunters Ridge Subdivision other than family dwellings and compatible appurtenant structures, designed and purposed for the convenience of family living. Grantor reserves the right to except from residential use certain lot (s) for storage facilities and other ventures to benefit lotowners.

A. The minimum size of any dwelling, exclusive of open porches and garages shall be 1100 square feet.

The Grantor reserves the right to change the minimum size of a dwelling for any Subdivision lot to increase or decrease the minimum size allowed on the ground floor.

B: No business of any kind shall be conducted or operated within the Subdivision, except a home-based business that is confined to the interior of the home. No exterior advertising of any business shall be allowed. No business invitees shall be allowed. Grantor may conduct a real estate business within the subdivision including an office and model homes during the time lots are being sold.

2. ARCHITECTURAL CONTROL.

A.) No building, fence, wall, animal kennels, sheds, or other structure shall be commenced, erected or maintained on any lot, nor shall any additions to or change or alteration of any exterior be made, until materials, floor plans, color scheme and location, the grading plan, and the landscaping plan of the lot to be built upon, shall have been submitted to and approved in writing by the Architectural Control Committee hereinafter provided for; and a copy of such plans, as finally approved, are lodged permanently with said Committee. The committee shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable in its opinion, for aesthetic or other reasons. In so passing upon such plans or specifications, the Committee shall have the right to take into consideration the suitability of the proposed building or other structure, the materials of which it is to be built, and the location which it is proposed to erect the same, and to consider the harmony thereof with the surrounding buildings, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. The architectural control committee shall also be responsible to notify any owner of any exterior ornamentation or color that is so gaudy as to offend reasonable sensibilities and which does not blend with the general scheme of the subdivision. The owner shall remove the

offending ornamentation or repaint within 30 days from the notification. The notification shall be in writing and is presumed delivered when deposited in the U. S. Mail, postage prepaid. Failure to comply by the lotowner with the notification shall allow the committee to implement the provisions of paragraph 20 to seek court ordered compliance.

B) All buildings and dwellings erected or placed in said subdivision shall be constructed with brick, stone, steel, vinyl siding or other materials, approved by the Architectural Control Committee. No fence or wall shall be erected, place or altered on any lot nearer to the frontage street than the rear exterior wall of the residence unless similarly approved.

C) The Architectural Control Committee is composed of Daryl B. Hardy, Patsy R. Hardy, Donald A. Hardy and Lisa J. Hardy. In the event of the death, resignation, or removal of any member of the committee, the remaining member or members shall have full authority to designate a successor or successors. A majority of the committee may designate a representative of the committee to act for it. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after three (3) years from the date of this declaration, if this development is fully developed with improvements on all lots, the then record owners of a majority of the tracts shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of its power or duties. It is essential that the Architectural Control Committee not be subject to change, except as herein provided in case of vacancy, for a period of three (3) years, for the reason that the developers plan to develop land adjacent to this subdivision and desire some continuity of development between this tract and any adjacent tracts. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it (or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof), approval will not be required and the related covenants will be deemed to have been fully complied with.

3. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown and/or as referenced on the recorded plat of said Subdivision. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change direction of the flow of water through drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The easements delineated on the plat of said subdivision may be used for the purpose of construction, operating and maintaining wires, pipes, conduits or other transmissions systems and appurtenances for electric, telephone, water, sewage, storm water, natural gas, video or cable television, and all other services in the nature of public utility, either under ground or above ground.

In the event that two or more lots are purchased and a single residence on the multiple lots is planned, the side yards, set backs and utility easements shall be deemed vacated so long as there are no existing utility lines located in said easements.

Each lot owner is granted reciprocal easements in utility easements and that portion of roadway easements in use. Each lot owner is granted the exclusive easement right to use the thirteen feet of right-of-way in front of their respective lot for driveway, ingress and egress, and yard purposes subject to utility easements, roadway and sight distances.

4. SET BACK LINES: Building set back lines shall be as shown on Plat 1; provided, however that the Architectural Control Committee may, in its discretion, require a greater set back line, or allow a lesser set back line.

5. VEHICLE PARKING: Under no circumstances shall any motor vehicle be parked on any street in the Subdivision except for purposes of delivery, construction, and/or repair work to buildings and grounds within the Subdivision. Vehicles shall be exclusively parked in driveways or garages. No vehicle engine overhauling shall be permitted within the Subdivision outside of garages. No vehicle, truck, automobile or conveyance shall be permitted to stand outside a building beyond a reasonable length of time not to exceed forty-eight (48) hours, without special permission of the Architectural Control Committee.

Boats, campers, motor homes, trailers, and other mobile equipment shall be stored in an enclosed structure compatible with the main residence on the lot or in an area designated by the Architectural Control Committee.

6. SWIMMING POOLS: No pools shall be allowed unless and until all plans and specifications for such pools, hot tubs, decks and appurtenant enclosure shall have been approved by the Architectural Control Committee.

7. NUISANCES: No noxious or offensive activity shall be carried on upon any lot in the Subdivision, nor shall anything be done there which may be or may become an annoyance or nuisance to the neighborhood. No vehicles which are not licensed for operation on the highways of the state shall be permitted to use the streets in said Subdivision. Lawn tractors or mowers shall be allowed.

8. TEMPORARY STRUCTURES. There shall not be used as a residence, either temporarily or permanently, upon any lot, a trailer, basement, tent house, shack, or garage, nor shall there be permitted on any lot or part thereof, any residence whatsoever of a temporary nature. No structure shall be occupied until completion of plans submitted and approved by the Architectural Control Committee.

9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale. Said restriction shall not be applicable to a sign used by the Owner/Developer to advertise the property during the construction and sales period.

10. DRIVEWAYS: All driveways shall be asphalt or concrete.

11. ANIMALS AND PETS:

A. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Pets must be controlled so as to not become an annoyance to other property owners. Animals shall be kenneled, leashed or under the owner's direct, visual control at all times.

B. There shall be no more than two dogs that are kept, kennelled, or housed outside the residence in a pen or on a chain.

12. GARBAGE AND REFUSE DISPOSAL: No lot shall be used as a dumping ground for rubbish or offensive materials. Trash, garbage, or other waste shall not be kept except in sanitary containers. Equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition.

Each lot, once occupied, shall be assessed a monthly fee for trash removal. Only such trash shall be collected as determined by the contractor hired for trash removal.

13. SEWER-WATER All dwellings or residences shall be connected

to the sewer and water system constructed by the grantor/developer. There will be a monthly fee assessed by the association for water, sewer and trash removal. Every lot shall have a water meter to determine monthly charges.

14. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the straight property lines and a line connecting them at points 25 feet from the intersection of the property lines along the street, or in case of a rounded property corner, from the intersection of the property lines along the street as extended. The same sight line limitation shall apply upon any lot within 25 feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersection unless a foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. **SEVERABILITY.** Invalidation of any one of these restrictions or covenants by judgment of or order of a court of competent jurisdiction shall in no wise affect any of the other restrictions or covenants, which shall remain in full force and effect.

16. **WEED AND GRASS:** Once a lot is sold, owners not building immediately must sow grass and keep it mowed to a maximum height of 4.5 inches. All weeds and grass on all lots shall be cut and mowed at frequent intervals and the same shall be kept in a clean and sanitary condition at all times. The Architectural Control Committee shall have the right to enter upon and mow any lot which, in its sole judgment, is not being kept in accordance with this restriction, and to charge the individual lot owner with the cost thereof, which charge shall be added to the monthly maintenance charge, any charges which remain unpaid for thirty (30) days after a statement showing the charges has been sent will become a lien against the lot and shall be collectible and recordable in the same manner as any delinquent maintenance assessments.

17. **SECURITY GATE:** Access to Hunters Ridge Subdivision shall be exclusively through the security gate entrance. The Architectural Control Committee can grant special permission to construction workers and maintenance personnel as it sees fit to use other access.

18. **LOTS SHALL NOT BE SUBDIVIDED:** No lot shown on the recorded plat of Hunter's Ridge Subdivision shall be hereinafter subdivided, except where all portions shall be used to enlarge other lots.

19. **DURATION:** These covenants shall be filed in the Office of the Recorder of Deeds of St. Francois County, Missouri, and shall be binding upon the parties hereto, the future owners of the property hereinabove described, and upon all persons or corporations claiming under the parties hereto.

20. **ENFORCEMENT:** All owners of property shall individually, the Architectural Control Committee or the Association shall have the right to enforce these covenants, restrictions, and requirements in any court of competent jurisdiction. Enforcement shall be by proceedings at law or equity against any and all persons violating or attempting to violate any restrictions or covenants either to restrain such a violation, or to recover damages thereof, or both, and may be instituted by the grantor or any other lot owner or owners in said Subdivision, and all costs and attorney's fees shall be recovered against the person or persons violating these restrictions and said recovery shall be considered a lien against the property owned by the person or persons violating the restrictions and covenants contained herein.

21. **AMENDED RESTRICTIONS:** By written consent of at least two-thirds of the owners of lots in the Subdivision, any or all of the above restrictions may be amended or abrogated.

No amendment hereto shall be valid and binding on the owners in



the subdivision unless same shall have been in writing, duly executed, with signatures notarized, by sixty-seven percent of the owners of lots in the subdivision and recorded in the Office of the Recorder of Deeds of St. Francois County, Missouri.

All covenants and agreements herein are expressly declared to be independent; nor shall any laches waiver, estoppel condemnation or failure of title as to any part or parcel of the said tract known as Hunter's Ridge Subdivision be of any effect to modify, invalidate or annul any grant covenants or agreements herein, with respect to the remainder of said subdivision saving always the right of amendment, modification or repeal as hereinabove expressly provided.

ARTICLE II  
DECLARATION OF COMMON AREAS

Whereas, Grantor desires to establish certain areas within the subdivision as common areas which shall be maintained for the use and benefit of the subdivision lot owners. The common areas may include park areas, playground areas, subdivision entrance areas, walkway, and areas designed as storm water retention areas.

NOW THEREFORE, in consideration of the premises and of the mutual promises, covenants, and agreements contained herein, and further, in consideration of the advantages to Grantor and the lot owners in the subdivision, the Grantor hereby declares that:

1. COMMON AREA.

The areas designated as common area on the plat of Hunters Ridge Subdivision shall be used and maintained for the benefit of the lot owners of said subdivision. The Owners' Association shall maintain all common areas.

2. MAINTENANCE BY ASSOCIATION: the Association shall keep the brush and grass mowed in creeks and drainage ditches, whether natural or man-made, and other common areas; keep said areas clear of trees and brush, other organic material, trash, or other objects which might restrict the flow of the creek or drain water, and the association shall repair any erosion that occurs in said creek or drainage ditches.

The association shall maintain the common areas and walkways. The association shall have the right to implement reasonable rules and regulations regarding the common entrance, common areas, roadways and easements, and to promote the general welfare and safety of residents in the subdivision.

3. ASSESSMENTS AND LIEN. The association is hereby given the right to levy an annual assessment, to be paid monthly, or special assessment for the purposes of maintaining, regulating and developing the common areas; water retention areas within the common areas; easements; front entrance or entrances to the subdivision and including keeping said areas safe and secure for use by lot owners; the water system; the sewer system, trash removal or actual charge to correct violations of restrictions as provided in paragraph 5A.

A. Each lot owner shall pay any and all regular or special assessments to the association. Assessments for water, trash, sewer and maintenance shall be billed monthly and shall be considered delinquent if not paid within a thirty day period at which time the unpaid assessment shall accrue interest at the rate of nine percent per annum. The association shall be entitled to set and assess a late charge or penalty for unpaid assessments or for violation of association rules and regulations.

B. The assessments provided for herein shall constitute a lien against the the lot incurring said assessment. The lien shall be formally established by a recording of same as provided hereinafter.

C. Any assessment approved hereunder, and any lien to enforce same, shall be a claim against the property of such owner(s) who shall fail to pay and shall create personal liability as to such owner for the assessment, accrued interest and other charges or fees provided for herein.

D. An assessment levied in accordance with the provisions hereof shall be binding upon all of the owners of Lots in the Subdivision. In the event that said assessments are not paid as and when same are due, the person serving as secretary or treasurer of the association shall no later than one hundred eighty (180) days after the approval or levy of such assessment cause to be recorded in the Office of the Recorder of Deeds, St. Francois County, Missouri, a notice that said assessment is due and owing, which notice shall recite the time of the levy, the amount of the assessment, the name of the person or persons who have failed to pay said assessment, the description of the real property of said persons, and that the persons signing said statement was duly elected as treasurer or secretary of the association. In addition the chairman, secretary and/or treasurer or any other owner of a lot in the Subdivision may, on their own behalf and on behalf of other owners of lots in the Subdivision bring suit against any owner who shall fail to pay said assessment.

E. In the event that a suit is filed to enforce the lien as hereinabove provided, then the owner against whom such lien is sought shall pay all reasonable attorney's fees incurred in connection with the prosecution of said lien, as approved by a court of competent jurisdiction. Said attorney's fees shall be added to the amount of the lien upon judgment to enforce same. Upon a judgment to enforce lien, a court of competent jurisdiction may order sale of the property of any owner against whom a lien is sought, as provided by law.

F. The liability of any person serving as treasurer, secretary or chairman hereunder shall be limited to the actual amount of funds collected from assessments which are paid to such person. In no event shall any such person so receiving funds be liable for the quality of workmanship or failure of performance of any person selected in good faith, and paid in good faith, for work done in connection with the easements as hereinabove described.

G. The association shall have, in addition to the rights set out above, the right to terminate water and sewer service to any lot which accrues delinquent assessments and which assessments are not paid within 60 days of levy. The association may charge a fee to reactivate service.

4. TERM OF OFFICERS. Each such person selected as chairman, secretary, or treasurer at any meeting of the then owners of lots in the Subdivision shall serve until a successor is duly selected at a subsequent meeting of the then owners of lots in the Subdivision as hereinabove provided. All books, records, bank accounts, and statements of account shall thereupon be made available to such successor. In the event that a person selected as secretary, treasurer, or chairman as hereinabove provided shall desire to resign, then and in such event such person may resign upon his or her appointment of a successor. A party so resigning shall give written notice to the persons then acting in other capacities as herein set forth, informing them of the resignation and the appointment of a successor.

The affairs of the Association shall be managed by a Board of Directors, who need not be members of the Association. The number of Directors, except the first board, shall be provided in the Bylaws of the Association, which number may be changed by amendment to the Bylaws, but in no event shall the number of Directors be less than three. The names and addresses of the persons who are to act in the capacity of Directors until selection of their successors are:

Daryl B. Hardy and Patsy R. Hardy -  
5314 Hillsboro Rd. Farmington, MO.

Donald A. Hardy and Lisa J. Hardy -  
5550 Hillsboro Rd. Farmington, MO

These directors shall serve until the first annual meeting of the members of the association. In the event of death or resignation of an interim director, the remaining directors shall select a successor to fill the unexpired term.

5. VIOLATION OF RESTRICTIONS. In the event that any owner of a lot in the Subdivision shall violate the restrictions as set forth in Article One herein, the secretary or treasurer of the association or the Architectural Control Committee shall send the owner of a lot in the Subdivision who has violated the terms of said restrictions and requirements a notice in writing which states the violation and gives 30 days for the owner to correct the violation. If, after 30 days the offending owner has not corrected the violation, the owners of lots in the Subdivision may, by a vote of two-thirds (2/3) of the owners of lots in the Subdivision cause to occur:

A. In the event of trash, garbage, mowing need, derelict vehicles, non-working equipment, junk accumulation on the lot cause the offending items to be removed and shall charge the cost of the removal to the owner as an assessment which shall then come under the provisions of paragraph 3 herein.

B. In the event of a violation of building line, nuisance, animals or livestock, business use, Architectural Committee Control rules, regulations plan approvals and other use violations, bring suit in equity or law to enforce the restrictive covenants. In the event the Owner's Association prevails, it is entitled to receive as part of its judgment, all court costs, costs of prosecution, and attorney's fees in the cause.

IN WITNESS WHEREOF, we have hereunto set our hands this 29th day of July, 1998.

Daryl B. Hardy

Donald A. Hardy

Patsy R. Hardy

Lisa J. Hardy

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF ST. FRANCOIS )

On this 29th day of July, 1998, before me, a Notary Public, personally appeared Daryl B. Hardy, Patsy R. Hardy, Donald A. Hardy, & Lisa J. Hardy 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.

Marilyn Shoouake  
Notary Public

My Commission expires:

MARILYN L. SHOUMAKE  
Notary Public-Notary Seal  
STATE OF MISSOURI  
St. Francois County  
My Commission Expires May 14, 2002

9 FILED  
o'clock 01 Minutes P.M.  
JUL 30 1998

State of Missouri )  
County of St. Francois ) ss.  
I hereby certify that this instrument was FILED FOR RECORD at the date and time shown hereon and is recorded in Book 1387 Page 1673  
Recorder of Deeds, Steve Grider  
By Rhonda Boney Deputy

STEVE GRIDER  
By Rhonda Boney