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PROTECTIVE COVENANTS OF BLUFFMONT ESTATES

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, HOWARD MEYER and SHIRLEY MEYER, husband and wife, and JERRY B. ANDERSON and AMY A. ANDERSON, husband and wife, are the owners of the following-described real estate:

> Lots One (1) through Thirty-two (32) and Tracts A, C and D of Bluffmont Estates, Plat I, as shown by Plat recorded in Plat Book 7, Page 66, Callaway County Records.

WHEREAS, said owners desire to place certain restrictions upon all of said lots and tracts for their own benefit and for the benefit of all future owners of said lots and tracts in said Subdivision; and

WHEREAS, said owners desire that said restrictions shall constitute covenants running with the land and all successive future owners of said lots and tracts shall have the right to invoke and enforce said restrictions; and

WHEREAS, all of said lots and tracts shall hereinafter be collectively called "Lots";

NOW, THEREFORE, the undersigned do hereby impose the restrictions hereinafter set out on all Lots in Bluffmont Estates, Plat I, Callaway County, Missouri (except Tract B), which restrictions shall be considered as covenants running with the land whether or not the same are mentioned in subsequent conveyances, and said restrictions shall be binding upon the undersigned and their successors in title and upon their heirs, executors and administrators, successors and assigns forever:

1. That said Lots shall be used only for single-family residential dwelling purposes and for no other purpose.

2. No residence or dwelling shall be permitted thereon unless it contains a minimum of 2,000 square feet of living space, exclusive of any open porch or carport. "Living space" shall include enclosed garages and finished portions of any basement.

3. No more than one (1) single-family dwelling and a garage shall be erected, placed or permitted to remain on any Lot. No lot

shall be divided or subdivided nor shall a part of a Lot be conveyed away by any owner, with the exception of Lots A, B, C, D and E which may be subdivided so long as each building tract thereon contains a minimum of one (1) acre.

4. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to a neighbor or the neighborhood.

5. No temporary structure, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporary or permanent.

6. No sign of any kind shall be displayed to the public view on any Lot, except one (1) professional sign of not more than one (1) square foot and except one (1) sign of not more than five (5) square feet advertising the property for sale.

7. No animals, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

8. No Lot shall be used or maintained as a dumping ground, and rubbish, trash, garbage or other waste shall not be kept on the premises of any Lot except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

9. Each Lot shall have an individual sewage disposal system designed, installed, and located in accordance with the latest revision of "A Guide for the Design of Small Sewage Works" (10 CSR 20-8.020) and shall specifically consist of a 1200 gallon extended aeration package plant similar to or equal to a Model J-153 as manufactured by Jet Aeration Company and a minimum of 600 square feet of soil absorption field. Each Lot owner shall be responsible for the proper maintenance and operation of the system serving his Lot.

10. No partially dismantled, non-operating, wrecked, junked or discarded vehicles shall be permitted to remain upon any Lot or upon any of the roadway areas of the Subdivision.

11. No Lot owner shall place any mud, rocks or debris upon the roadways in the Subdivision, and each Lot owner shall maintain the

roadway area abutting his or her Lot in a clean and neat condition free from litter.

12. No grass, weeds or other vegetation of excessive height shall be permitted upon any Lot, and any shrubbery upon any Lot shall be kept neatly trimmed.

13. No building or other structure or improvement shall be erected, constructed, placed or altered on any Lot until the plans and specifications therefor have been approved by the Architectural Control Committee. The person proposing to build a house or other structure or improvement on any Lot shall submit plans and specifications for the same to the Architectural Control Committee showing elevations, designs, floor plans, dimensions and other necessary data to determine if said house or other improvement is compatible with these restrictions and the other houses or improvements located on the other above-mentioned Lots in the Subdivision. The Architectural Control Committee's approval or disapproval of said plans and specifications as required herein shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove said plans and specifications within fifteen (15) days after receipt of the same and in the event no suit to enjoin the construction of any house or their improvement has been commenced prior to the completion of the same, no approval of said plans and specifications shall be required.

14. The initial Architectural Control Committee shall be composed of Howard Meyer and Jerry B. Anderson and Shirley Meyer. A majority of the Committee may designate a representative to act for it. In the event of the death, resignation or disqualification of any member of the Committee, the remaining members shall have full authority to designate a successor. The initial Architectural Control Committee shall remain members of said Committee until all of the above-mentioned Lots in the Subdivision have been sold, at which time a new Committee shall be elected by the owners of said Lots with each owner having one (1) vote for each Lot owned. The new Committee shall be composed of three (3) members with one (1) member elected for a term of one

(1) year, one for a term of two (2) years and one for a period of three (3) years, and then each year thereafter one member shall be elected annually on the first Monday in January to serve for a period of three (3) years. In the event of the death, resignation or disqualification of any member of the new Committee or any Committee thereafter, the owners of said Lots shall elect a successor. No member of any of the Architectural Control Committees shall receive any compensation for services performed.

15. The undersigned shall promptly hereafter form a not-for-profit corporation named Bluffmont Estates Homeowners Association, Inc., and convey title to all of the roadway areas in the Subdivision to said corporation and concurrently therewith said corporation shall grant to each Lot owner a non-exclusive roadway easement over and across said roadway areas. The owner or owners of each Lot shall be issued one (1) membership certificate in said corporation for said Lot (only one membership certificate to be issued for each Lot) and the owner or owners of each Lot shall be subject to assessment by the corporation for maintenance of the roadway areas in the Subdivision. If any said assessment shall not be paid by the owner of any Lot, the amount assessed against said owner shall be a lien upon the Lot involved, but said lien shall be subordinate to any purchase money mortgage filed subsequent to this instrument, and the corporation shall have the power to sue and take whatever legal action necessary to collect any delinquent assessment, including the right to judicial foreclosure on said lien. The corporation shall have the right to own and maintain the roadway areas shown on the Subdivision plat of any ground currently owned by the undersigned in the area adjacent to the above-mentioned Subdivision and to expend corporate funds for the maintenance of all of said roadway areas collectively without administering the corporate funds separately for each Subdivision. The corporation shall have the power to dedicate said roadway areas to public use on condition that responsibility for maintenance of said roadway areas is accepted by the County Court or any other governmental body with authority to maintai

said roadway areas, and in the event of said dedication, the aforesaid private easements shall terminate. The preceding shall not apply to the present record owners of Lot B. Lot B shall only be included when it is transferred by alienation from the present to any future owner or owners.

16. At any time hereafter any of the foregoing covenants may be abrogated, modified or amended upon the written consent of the owners of two-thirds (2/3) of the above-described Lots, and these restrictions shall continue until abrogated, modified or amended as aforesaid.

17. Enforcement of these covenants shall be by proceedings in law or in equity against any person or persons violating or attempting to violate any of these covenants, either to restrain violation or to recover damages, or both, and said remedies shall be cumulative.

18. Invalidation of any one of these covenants by judgment or court decree shall not in any way affect the validity of the other provisions herein which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto executed this restrictive agreement this 5TH day of MARCH, 1979.

Howard L. Meyer
Howard Meyer

Shirley J. Meyer
Shirley Meyer

Jerry B. Anderson
Jerry B. Anderson

Amy A. Anderson
Amy A. Anderson

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

On this 5th day of March, 1979, before me personally appeared Howard Meyer and Shirley Meyer, husband and 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 said county the day and year first above written.

[illegible]
Notary Public

My Commission Expires
January 15, 1983

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

On this 5th day of March, 1979, before me personally appeared Jerry B. Anderson and Amy A. Anderson, husband and 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 said county the day and year first above written.

Frank W. Ham
FRANK W. HAM
Notary Public

FRANK W. HAM NOTARY PUBLIC MOORE COUNTY, MO.

My Commission Expires
NOTARY PUBLIC STATE OF MISSOURI
MY COMMISSION EXPIRES NOV. 27 1979

STATE OF MISSOURI
COUNTY OF CALLAWAY } ss.

I, Recorder of said County and State, do hereby certify that this instrument was filed at 1 o'clock 05 min. P M. March 7 1979

and is recorded in Book 248 on page 814
Witness my hand and seal of office

Glenn Higgens Recorder
By Helen Barrow D.R.
Helen Barrow

BOOK [illegible] PAGE [illegible]

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MODIFICATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the owners of two-thirds (2/3) of the following described lots, to-wit:

> Lots One (1) through Thirty-two (32) and Tracts A, C and D of Bluffmont Estates, Plat I, as shown by Plat recorded in Plat book 7 Page 66, Callaway County Records.

WHEREAS, the above-described real estate is subject to the Protective Covenants recorded in Book 248, Page 814, Deed Records of Callaway County, Missouri and said Protective Covenants provide that the same may be modified or amended at any time upon the written consent of the owners of two-thirds (2/3) of the above-described lots; and

WHEREAS, the undersigned desire to modify said Protective Covenants by reducing the minimum of two thousand (2,000) square feet of living space in paragraph 2 down to a minimum of one thousand seven hundred (1,700) square feet of living space and by permitting a duplex dwelling (two family residential dwelling) to be constructed on Tract A;

NOW, THEREFORE, the undersigned, being the owners of two-thirds (2/3) of the lots subject to the above-described Protective Covenants, do hereby modify and amend said Protective Covenants recorded in Book 248, Page 814, Deed Records of Callaway County, Missouri as follows:

1. That the provisions of paragraphs 1, 2 and 3 of said Protective Covenants are hereby deleted and in lieu thereof the following provisions substituted and adopted:

> "1. That said Lots shall be used only for single-family residential dwelling purposes and for no other purpose, except Tract A may in addition be used for duplex dwelling (two family residential dwelling) purposes.
>
> 2. No residence or dwelling shall be permitted thereon unless it contains a minimum of 1,700 square feet of living space, exclusive of any open porch or carport. 'Living space' shall include enclosed garages and finished portions of any basement.

3. No more than one (1) single-family dwelling and a garage shall be erected, placed or permitted to remain on any Lot, except on Tract A either one (1) single-family dwelling or one (1) duplex dwelling (two family residential dwelling) may be erected, placed and permitted to remain. No Lot shall be divided or subdivided nor shall a part of a Lot be conveyed away by any owner, with the exception of Lots A, B, C, D and E which may be subdivided so long as each building tract thereon contains a minimum of one (1) acre."

2. That the Protective Covenants recorded in Book 248, Page 814, Deed Records of Callaway County, Missouri, shall remain and continue in full force and effect in all respects as therein set out, except as modified herein.

3. That these modifications shall be considered as covenants running with the land whether or not the same are mentioned in subsequent conveyances and shall be binding upon the current owners of the above-described real estate and upon their successors in title to the above-described real estate and upon their heirs, executors and administrators, successors and assigns forever.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 14th day of June, 1983.

Jerry B. Anderson
JERRY B. ANDERSON

Amy A. Anderson
AMY A. ANDERSON

Amy A. Anderson, Trustee
AMY A. ANDERSON, Trustee for
Jeffrey D. Anderson

Amy A. Anderson, Trustee
AMY A. ANDERSON, Trustee for
Jerry P. Anderson

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 14TH day of June, 1983, before me personally appeared JERRY D. ANDERSON and AMY A. ANDERSON, husband and wife, known to me 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 Columbia, Missouri, the day and year first above written.

Sandra K. Bernard
Notary Public

My commission expires:
June 23, 1986

SANDRA K. BERNARD
NOTARY PUBLIC STATE OF MISSOURI
COMMISSIONED IN BOONE COUNTY
MY COMMISSION EXPIRES JUNE 23, 1986

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 14th day of June, 1983, before me personally appeared AMY A. ANDERSON, Trustee for Jeffrey D. Anderson, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

Sandra K. Bernard
Notary Public

My commission expires:
June 23, 1986

SANDRA K. BERNARD
NOTARY PUBLIC STATE OF MISSOURI
COMMISSIONED IN BOONE COUNTY
MY COMMISSION EXPIRES JUNE 23, 1986

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 14TH day of June, 1983, before me personally appeared AMY A. ANDERSON, Trustee for Jerry P. Anderson, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

Sandra K. Bernard
Notary Public

My commission expires:
June 23, 1986

SANDRA K. BERNARD
NOTARY PUBLIC STATE OF MISSOURI
COMMISSIONED IN BOONE COUNTY

STATE OF MISSOURI
COUNTY OF CALLAWAY } SS

I, RECORDER OF SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT 1 O'CLOCK 25 MIN. P.M. ON August 11 19 83 AND RECORDED IN BOOK 266 ON PAGE 187

WITNESS MY HAND AND SEAL OF OFFICE

Helen Barrow
Helen Barrow RECORDER

BY _____ D. R.

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BOOK 338 PAGE 186

ADDENDUM TO PROTECTIVE COVENANTS OF BLUFFMONT ESTATES
(Tract B)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the undersigned own the following described real estate situated in Callaway County, Missouri, herein referred to as "Tract B", to-wit:

> Part of the northeast quarter of the southwest quarter and part of the southeast quarter of the northwest quarter, all in Section 4, Township 44, Range 11, more particularly described as follows: From the northeast corner of the northeast quarter of the southwest quarter of said Section 4; thence South 0 degrees 20 minutes 10 seconds East, along the Quarter Section line, 452.0 feet to the centerline of the old bed of Cedar Creek Slough; thence South 23 degrees 54 minutes 50 seconds West, along the centerline of Cedar Creek Slough; 264.0 feet; thence South 50 degrees 19 minutes 29 seconds West, along the centerline of Cedar Creek Slough; 165.96 feet to the northeasterly line of the Missouri-Kansas-Texas Railroad; thence North 49 degrees 25 minutes 27 seconds West, along the northeasterly line of said Railroad, 606.53 feet to the point of beginning for this description; thence continuing North 49 degrees 25 minutes 27 seconds West, along the northeasterly line of said Railroad, 300.0 feet; thence North 31 degrees 30 minutes 37 seconds East, 595.21 feet; thence South 64 degrees 45 minutes 50 seconds East, 272.73 feet; thence South 22 degrees 21 minutes 49 seconds East, 124.08 feet; thence South 42 degrees 09 minutes 06 seconds West, 26.94 feet; thence southerly on a curve to the left having a radius of 65.07 feet, a distance of 67.78 feet; thence South 41 degrees 36 minutes 14 seconds West, 519.35 feet to the point of beginning. Containing in all, 5.09 acres, more or less.

WHEREAS, the above described real estate is the same property as Tract B shown on the plat of Bluffmont Estates recorded in Plat Book 7, Page 66, Deed Records of Callaway County, Missouri; and

WHEREAS, the Protective Covenants recorded in Book 248, Page 814, Deed Records of Callaway County, Missouri provide that the above described Tract B shall be included in said Protective Covenants when it is transferred by alienation from the then owner to a future owner; and

WHEREAS, the above described Tract B has been transferred by alienation as referred to in the aforesaid Protective Covenants and said Tract B should be included in the aforesaid Protective Covenants.

NOW, THEREFORE, the undersigned do hereby impose the Protective Covenants hereinafter set out on the above described real estate being referred to herein as Tract B which Protective Covenants shall be considered as covenants running with the land whether or not the same are mentioned in subsequent conveyances, and said covenants shall be binding upon the undersigned and our successors in title and upon our successors and assigns forever:

1. That the above described Tract B shall be subject to all of the provisions of paragraphs 1 through 18 of the Protective Covenants of Bluffmont Estates recorded in Book 248, Page 814, Deed Records of Callaway County, Missouri (herein referred to as "Protective Covenants") which are hereby imposed upon the above described Tract B as covenants running with the land whether or not the same are mentioned in subsequent conveyances.

2. That the above described Tract B shall be subject to the Architectural Control provisions contained in paragraph 14 of the Protective Covenants, that the owners of the above described Tract B shall be entitled to one (1) membership certificate in Bluffmont Estates Homeowners Association, Inc. as referred to in paragraph 15 of the aforesaid Protective Covenants, that the owners of the above described Tract B shall be subject to assessment by Bluffmont Estates Homeowners Association, Inc. for maintenance of the roadway areas in the subdivision as provided in paragraph 15 of the aforesaid Protective Covenants, that the owners of the above described Tract B shall have the same rights as the other members of Bluffmont Estates Homeowners Association, Inc. to use the common areas in Bluffmont Estates and that the owners of the above described Tract B shall have all of the rights and shall be subject to all of the restrictions referred to in the aforesaid Protective Covenants recorded in Book 248, Page 814, Deed Records of Callaway County, Missouri.

3. This agreement shall be binding upon the undersigned and our successors and assigns forever.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 3rd day of October, 1997.

OWNERS:

Jerry B. Anderson

JERRY B. ANDERSON, Co-Trustee of the Jeffrey D. Anderson Trust established by Revocable Living Trust Indenture dated the 27th day of July, 1994

Amy A. Anderson

AMY A. ANDERSON, Co-Trustee of the Jeffrey D. Anderson Trust established by Revocable Living Trust Indenture dated the 27th day of July, 1994

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 3rd day of October, 1997, before me personally appeared JERRY B. ANDERSON and AMY A. ANDERSON, Co-Trustees of the Jeffrey D. Anderson Trust established by Revocable Living Trust Indenture dated the 27th day of July, 1994, known to me 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 as said Co-Trustees.

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

Notary Public

MICHELLE L. MODUGNO, NOTARY PUBLIC
STATE OF MISSOURI
MY COMMISSION EXPIRES APRIL 2, 2001
BOONE COUNTY MISSOURI

My commission expires:

4-2-01

MICHELLE L. MODUGNO NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

STATE OF MISSOURI
COUNTY OF CALLAWAY } SS

I, RECORDER OF SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT 11 O'CLOCK 10 MIN. A M. ON October 3 19 97 AND IS RECORDED IN BOOK 359 ON PAGE 186 WITNESS MY HAND AND SEAL OF OFFICE.

Kenneth Dillon RECORDER

BY Judy Wilmurth D.R.

Judy Wilmurth

RECORDER OF DEEDS SEAL CALLAWAY CO.