

**SECOND MODIFICATION OF PROTECTIVE COVENANTS OF  
BLUFFMONT ESTATES**

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 Estate, 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, said covenants as previously written and as amended herein shall apply to the following described tracts:

- a. Lots One (1) through Thirty-Two (32), Tracts A, B, C and D of Bluffmont Estates per Plat I, as shown in Plat as recorded in Plat Book 7 Page 66, Callaway County Records and shall further include the 5.63 acres with a physical address of 825 Walnut Ridge Lane, Holts Summit, Missouri.

WHEREAS, the undersigned property owners desire to modify said Protective Covenants as follows:

1. No new residence or dwelling shall be permitted unless said residence or dwelling contains a minimum of 2000 square feet of finished living space. This shall not include any porch, carport or garage space, but shall include any finished portions on all floors, including the basement area.
2. Each lot containing a residence or dwelling shall have a properly operating and installed sewage disposal system that has been properly inspected and installed by a certified agent. Said sewage system shall comply with all applicable statutes, regulations and ordinances and shall be maintained by the property owner.
3. The Architectural Control Committee shall be comprised of the members of an Elected Board of Directors.

4. The Board of Directors shall be comprised of three elected office holders with each office holder holding said office for a term of two years. This Board of Directors shall also serve as the Board of Directors for the Not-for-profit Corporation which shall be known as Bluffmont Estates Homeowners Association, Inc.
  - a. The Board of Directors shall be elected every two years and said Directors shall be elected by a majority vote of the lot owners.
  - b. Each lot owner shall have one vote available to cast for each lot owned. If said lot is owned by more than one person then the owners of said lot shall cast one collective vote per lot.
  - c. Only owners of Lots that have structures on them or with structures under construction shall have a vote in regard to decisions being made by the Board of Directors. Each lot owner, which contains a structure or a structure under construction, shall be given a share of stock in the not-for-profit corporation, Bluffmont Estates Homeowners Association, Inc. and said share shall be forfeited upon the sale of said property with said share being transferred to the new lot owner.
  - d. In the event of a death, resignation or other disqualification of a board member, said board member shall be replaced by a vote of the lot owners.
  - e. The Board of Directors will not receive compensation for their duties and shall be responsible for insuring the covenants applying to properties listed above are properly and fairly enforced.
  - f. The Board of Directors shall assess annual dues for trash and community electric service. This assessment shall be hereafter known as Assessment 1.
    - i. This Assessment shall occur once a year at a meeting called by the Board of Directors and notice of said meeting shall be sent in proper form to all current Lot Owners.
    - ii. This assessment shall be based on the projection of said expenses using the prior years past expenses and any additional activities or projections available to the Board at the time of the assessment.
    - iii. Said Assessment shall be split equally between the Lot owners once assessed.
    - iv. Said assessment shall apply to any lot containing a residence currently, along with any new construction.
    - v. The initial annual assessment for trash and electric service shall not exceed \$250/year per residence but

shall be reviewed and adjusted every year when necessary and appropriate.

- g. The Board of Directors shall assess annual dues for roadway repair and maintenance. This assessment shall be hereafter known as Assessment 2.
  - i. This assessment shall occur once a year at a meeting called by the Board of Directors and notice of said meeting shall be sent in proper form to all current Lot Owners.
  - ii. This assessment shall be based on projections for needed repairs and anticipated maintenance on said roadway.
  - iii. Said assessment shall be split equally between the Lot owners once assessed.
  - iv. Said assessment shall apply to any lot containing a residence currently, along with any new construction.
  - v. The initial annual assessment for roadway repair and maintenance shall not exceed \$200/year per residence but shall be reviewed and adjusted every year when necessary and appropriate.
- h. The Board of Directors shall have the authority to call a meeting of the members to discuss and approve any special assessments needed to support any necessary or continued improvements for Bluffmont Estates.
  - i. Any special assessment would be assessments outside the scope of the annual assessments outlined above.
  - ii. Any special assessment will be brought before the membership by the Board of Directors. However, any special assessments shall require a vote of two-thirds (2/3) of the members owning residences.

Each residence shall have one vote and if the residence is owned by more than one individual the residence shall have only one collective vote.

- 5. All assessments made shall be announced to the members in writing along with an invoice for the payment of the same and shall be mailed out within ten (10) days of the assessment being made.

- a. Members shall have thirty (30) days from the issuance of an invoice to remit payment for said assessment to The Bluffmont Estates Homeowners Association.
  - b. If said invoice is not paid within the prescribed thirty (30) day period interest will begin to accrue on said amount due at the rate of 18% per annum.
  - c. If said assessment is not paid within one hundred twenty (120) days a lien may be placed on the property owned by the member for said assessment with interest continuing to accrue.
  - d. The Homeowners Association, through Bluffmont Estates Homeowners Association, Inc. shall have all other legal recourses available to them for collection purposes, including, but not limited to the filing of legal action to collect said debt and the subsequent filing of a lien against the property once a formal judgment is obtained.
- 6. Any proposed amendments to the Protective Covenants shall be discussed by the Board of Directors and shall be provided in writing to the members. The members shall be given thirty (30) days to cast a vote regarding the proposed changes and it shall take a two-thirds (2/3) majority to approve any changes to the Protective Covenants. Upon receiving notice of the proposed changes, any member may request that the Board of Directors call a meeting of all the members in order to discuss said changes. The Board of Directors shall provide written notice to all members of the time, date and location of said meeting and a vote may be made on any proposed changes at that time.
- 7. The Board of Directors shall be responsible for enforcing the Protective Covenants.
  - a. Any violator of the Protective Covenants shall be notified in writing by the Board of Directors of said violation and shall have thirty (30) days to remedy said violation.
  - b. If said violation is not remedied by the member within said thirty (30) days, the Board of Directors shall reserve the right to hire a third-party to remedy the violation.

- c. Any charges incurred in bringing the property into compliance with the Protective Covenants shall be the responsibility of the member.
  - d. The Board of Directors will provide an invoice for said services to the member and the member shall have thirty (30) days to pay said amount to the Bluffmont Estates Homeowners Association.
  - e. In the event the member does not pay the invoice within said thirty (30) period, the Board of Directors, through the Bluffmont Estates Homeowners Association, Inc. shall have authority to utilize any legal recourse available to it to collect said amount, including, but not limited to litigation, the use of a collection agency, or the placing of a lien on the property owned by said member. Any lien placed on any property within the subdivision shall be subject to any purchase money mortgage currently outstanding on said property.
8. Paragraph 14 of the original Protective Covenants is hereby deleted.
9. Paragraph 15 of the original Protective Covenants shall hereby be deleted and replaced with the following language:

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 with a structure, or with a structure under construction, shall be issued one share of stock in said corporation for said Lot (only one share of stock is to be issued for each Lot) and the owner or owners of each Lot shall be subject to assessment by the corporation for maintenance or the roadway and other assessments as referenced above.

Any Protective Covenants not specifically modified herein shall remain in full force and effect as described in the Protective Covenants originally dated on March 5, 1979 and recorded in Book 248 at Page 814 of the Callaway County Deed Records.

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Signature

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Date

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Signature

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Date

My commission expires:

STATE OF MISSOURI     )  
                                      ) ss.  
COUNTY OF \_\_\_\_\_ )

Now on this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
\_\_\_\_\_ appeared before me and executed the above as their free  
act and deed.

\_\_\_\_\_  
Notary Public