

**AMENDMENT and FULL RESTATEMENT
Of the
DECLARATION OF RESTRICTIONS
OZARK HEIGHTS SUBDIVISION**

WHEREAS, on November 26, 1996 there was recorded in Book 0309, page 3240 of the Christian County Records Office a document titled: ***Declaration of Restrictions, Ozark Heights Subdivision, Ozark, Christian County, MO.*** Subsequent thereto the same document was filed on January 23, 2002, Book 342/page 9258, Christian County Records Office, pertaining to the 1st and 2nd Addition, and in Book 342/ page 9269, Christian County Reorders Office, pertaining to the 3rd Addition. All of said documents provide on page 8, paragraph numbered 22, that said covenants may be amended as follows: "The Owners of 75% of the lots covered by these restrictions may amend or revoke any part thereof by an instrument in writing, properly acknowledged, modifying or abolishing these restrictions and the same shall then be recorded in the deed records of Christian County, Missouri."

That on February 18, 2008 , at the annual meeting of the Ozark Heights Homeowners Association, Inc. with a quorum present, it was moved and seconded that the aforementioned documents constituting the Restrictions now applicable to the 1st, 2nd and 3rd Additions of said subdivision be modified and amended in accordance with the foregoing provision and fully restated as follows :

Declaration of Covenants, Conditions and Restrictions Ozark Heights Subdivision Ozark, Christian County, Missouri

This Declaration made this _____ day of _____, 2008 "Ozark Heights Subdivision". Hereinafter called the "Declarant", having its principle place of Business at 2603 N. Skyview Lane, Ozark, Missouri, 65721.

Whereas, the Declarant is the owner of certain land in Christian County, Missouri, more particularly described in Exhibit A (Subdivision plat) attached hereto; and

Whereas, it is the Declarant's intention that the aforesaid land shall be developed/maintained as a planned suburban residential community; and

Whereas, said real property has been subdivided in accordance with a certain plat that is filed for record contemporaneously with the approval of same in that office of the Recorder of Deeds, Christian County, Missouri; and

Whereas, it is necessary to protect the value and desirability of said lands and to promote the furtherance of the uniform plan.

Now therefore, the Declarant declares that the aforesaid land is held and shall be conveyed subject to:

- The following Covenants, Conditions and Restrictions, which shall run with the land for ten (10) years from the date hereof, after which time they shall automatically be extended for successive periods of five (5) years each unless an instrument, signed by the then owners of 51% of all the lots platted on said land, agreeing to change or remove such covenants and restrictions in whole or in part and then shall be recorded in the Deed of Records of Christian County, Missouri.
- The easements of record hereof, which are reserved to the Declarant, its successors and assigns, shall be perpetual in duration and run with and bind forever the land and the owner thereof, their heirs, successors, and assigns.

Article I **Definitions**

Section 1. As used in this Declaration of Covenants, Conditions and Restrictions:

- (a) "ACC" shall mean and refer to Architectural Control Committee.

- (b) "Assessment" shall mean and refer to Annual Homeowners' Dues or Special Assessments levied by the Association.
- (c) "Association" shall mean and refer to OZARK HEIGHTS HOMEOWNERS ASSOCIATION, INC. (OHHA), its successors and assigns.
- (d) "Board" shall mean the Board of Directors of the Association.
- (e) "Builder" shall mean any builder, contractor, investor, or other person or entity who purchases a Lot in OZARK HEIGHTS SUBDIVISION for the purpose of resale thereof to a public purchaser, or for the purpose of constructing improvements thereon for resale to a public purchaser.
- (f) "Common Area" shall mean all real property owned by the Association or designated by the Developer as common area or private streets or detention area, or open or drainage area, on an OZARK HEIGHTS SUBDIVISION final plat and intended for the common use and enjoyment of the Owners.
- (g) "Corner Lot" shall mean any Lot which abuts, other than at its rear line, upon more than one street.
- (h) "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, of OZARK HEIGHTS SUBDIVISION and all other provisions set forth in this entire document, as the same may from time to time be amended or modified.
- (i) "Lot" shall mean any parcel of real property designated as a Lot on any recorded Subdivision Plat within OZARK HEIGHTS SUBDIVISION or any additions thereto, with the exception of the common area.
- (j) "Member" shall mean and refer to every Owner that holds membership in the Association.
- (k) "Owner(s)" shall mean the record owner, whether one or more persons or entities, of a fee or undivided interest in any Lot; provided, however, multiple Owners of any Lot shall collectively constitute one "Owner". The foregoing does not include any persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise in this Declaration, the term "Owner" shall include the Developer and Builder, and shall not include a lessee.
- (l) "OZARK HEIGHTS SUBDIVISION" shall mean the Property described in Exhibit A hereto.
- (m) "Property" or "Properties" shall mean and refer to the real estate described in Exhibit A and referred to as OZARK HEIGHTS SUBDIVISION, and any additional real estate acquired by Developer and developed in conjunction with OZARK HEIGHTS SUBDIVISION, upon filing an amendment with the Christian County Recorder of Deeds which states the legal description of the additional real estate to be included in the Property.

- (n) "Rules" shall mean and refer to those rules and regulations as passed and promulgated by the Board under the authority granted by this Declaration, or the Articles of Incorporation, or By-Laws of the Association.
- (o) "Single Family Residence" shall mean a structure on the Property containing one dwelling only and occupied by not more than one family.
- (p) "Subdivision Plat" or "Plat" shall mean or refer to each Filing collectively called Ozark Heights Subdivision, as recorded in Ozark, Christian County, Missouri.

Article II **Property Rights**

Section 1. Owner's Easements of Enjoyment. Every Owner, including an Owner's lessees and guests shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

The right of the Association to charge reasonable admission and other fees for the use of any recreation facility situated upon the Common Area; the right of the Association to limit the number of lessees, tenants, and guests of Owners; the right of the Association to limit the Common Areas which may be used by lessees, tenants, and guests of Owners; the right of the Association to impose conditions under which Common Areas may be used by Owners and/or their lessees, tenants, and guests;

The right of the Association to suspend any Owner's voting rights and the right to use the recreational facilities for any period during which any assessment against his Lot remains unpaid; and, after notice and hearing, for a period to be determined by the board, for any infraction of this Declaration, any supplementary declaration thereto, By-Laws of the Association or any Rules which may be adopted by the Board of Directors of the Association;

The right of the Association to dedicate or transfer all or any part of the Common Area to any governmental agency, authority, or public or private utility for such purposes; and

The right of the Association to promulgate and enforce the Rules in connection with the Properties described herein or any additions thereto.

Article III **Architectural Control Committee**

Section 1. Committee Membership. The Architectural Control Committee (ACC) shall be appointed annually by the Board of Directors and shall have at least four (4) members.

Section 2. Reviews.

- No structure, residence, accessory building, tennis court, enclosure, fence, brick mailbox, or television satellite dishes shall be erected, altered, placed or permitted to remain on any lot until the design and location of such construction or other improvement and the kind of material to be used in the same has been submitted to and has been approved in writing by the ACC.
- The ACC shall have the right to waive, modify, or alter the set back requirements herein included.
- The ACC shall have the right to waive or modify any covenant relative to the erection, placing or permitting of any structure on any Lot including fences, television satellite dishes, or any out buildings.
- In the event such committee or its designated representatives fail to approve or disapprove any design or location or the kinds of materials to be used in the structure within fifteen (15) days after such plans have been submitted to them for approval, after written request to do so, then such approval of committee or its designated representatives will not be required.
- In no event will the required approval be unreasonably withheld, nor will any charge be made for said approval.
- The ACC shall have the right to require information as to the quality of workmanship and materials, the harmony of external design with the existing construction completed within the subdivision, and such other information as shall be required to determine location with respect to the topography and finish grade elevation.
- Approval by the ACC shall be evidenced by a stamp or signature on each sheet on the set of plans and specifications presented to the ACC.
- This approval shall be required in addition to approvals required by state, county, or other public agencies having jurisdiction.

Article IV

Use & Building Restrictions For Single Family Residence

Section 1. Restrictions. The following restrictions are imposed upon each Lot for the benefit of all Owners.

Section 2. Single Family Residential Use. All Lots shall be used, improved, and devoted exclusively as a single-family dwelling and no gainful occupation, profession, trade, or other nonresidential use shall be conducted on any such Lot.

All Lots shall not be further subdivided. Not more than one building or structure shall be erected on any Lot except for one detached out building compatible in design and appearance with the residence. Any such out building shall be located to the rear of the front building line of any residence. No metal buildings of any sort shall be permitted. All outbuildings shall be constructed on site.

Section 3. Location of Buildings. No part of any building shall be located nearer than 25 feet to the front lot line or nearer than 15 feet to the rear lot line or nearer than 10 feet from a side lot line;

except that on Lots abutting on two streets, no part of the building shall be nearer than 25 feet from any street. Note that lot lines are 12 feet from street curbs. Easements and rights of way are hereby reserved unto the Declarant its successors and assigns, for the construction, installation, and maintenance of any and all utilities such as electricity, gas line, drains, sewers, roads, water supply lines, telephone, cable TV, or the like, necessary or desirable for the public health and welfare. Such easements and rights of way shall be confined to a five-foot wide width along the rear and side lot lines of every Lot and along every street abutting the premises unless otherwise designated on the plat.

Section 4. Time Limit of Construction. No structure with an unfinished exterior shall be permitted to remain on any Lot for a period exceeding six months and all construction on the home shall be completed within twelve (12) months after commencement of construction. At no time shall construction be suspended for a period greater than 3 months. For the purposes of this paragraph, “exterior” shall include the development of in-ground irrigation systems and the establishment of lawns viewable from the fronting streets. Front and side yards shall be sodded.

Section 5. Access. Right of accesses hereby reserved to declarant for general improvements on any person’s premises but such right of access to any particular premises shall terminate upon commencement of construction on the premises by the owner.

Section 6. Building Restrictions. No dwelling containing less than 1,700 square feet of living space, on ground level, exclusive of any garage or deck, shall be permitted on any lot. Each dwelling must be constructed in a good and workmanlike manner, meet or exceed all applicable building codes, and comply with the following:

- Include at least a two (2) car attached garage measuring a minimum of twenty (20) feet in width
- All roofs must have at least a 7/12 pitch.
- All driveways shall be paved with concrete to the platted street fronting the lot except corner lots which may have concrete driveways from side streets, and said paving shall be completed prior to occupancy of any dwelling on that Lot.
- All building sides and elevations, except the rear, shall be brick, stucco, or other masonry material. Any other materials must be approved by the ACC. Concrete blocks shall be plastered, stucco or veneered with suitable material. The rear of the house shall be at least 75% brick, stucco or other masonry material. Corner lots shall have both street elevations brick, stucco, or other masonry material in combination with other materials approved by the ACC.

Section 7. Lease. No Lot or dwelling shall be “Rented” or “Sublet” at anytime. Nothing herein shall be deemed to prevent the leasing of any dwelling, provided that the Board of Directors is presented with a copy of the lease, legally binding the lessee to a period of no less than one year. Lessees are bound by and subject to all of the provisions of the Declaration. This lease shall also contain penalties

for early termination and the declaration that any and all monies paid to the Association in the form of Assessments or Special Assessments are forfeited if the lease is broken. Assessments and/or Special Assessments paid by a lessee shall not be transferable to a new lessee. A copy of the bylaws and covenants, as-well-as proof of dues payment, must be available to the lessee at the time the lease is finalized. This covenant may be amended by the OHHA Board of Directors.

Section 8. Approvals. Before any dwelling or structure is constructed on any Lot, plans of such dwelling or structure shall be presented to the ACC for approval. If such plans aren't approved or rejected within 15 days after presented, then the same shall be deemed to be approved.

Section 9. Improvements and Alterations. No building, fence, wall, residence, or other major change to the exterior structure shall be commenced, erected, improved, or structurally altered without the prior written approval of the Architectural Control Committee.

Recreation facilities such as play structures, swing sets, trampolines, in-ground pools, hot tubs, and other like accessory uses shall be confined to the rear yard and constructed and maintained so as not to be visible from the fronting street. Furthermore, Owner/Owners must take proper steps to secure these facilities so as not to provide unintended risk to other residents within the subdivision.

Section 10. Animals. No animals, horses, poultry, or other farm or wild species shall be kept or maintained on any Lot except recognized household pets which may be kept thereon not to exceed the limit specified by Ozark City Ordinance as pets for the pleasure and use of the occupants, but not for any commercial use or purpose. Any household pet permitted hereunder shall be kept reasonably confined on such Lot so as not to become a danger to persons or other pets. Pets shall be left on a leash when not in an enclosure. Litters of puppies or kittens are allowed for a proper weaning period not to exceed eight (8) weeks.

Section 11. Fencing. No fence or hedge shall be erected or maintained on the premises which shall unreasonable restrict or block the view from any adjoining Lot or which shall materially impair the continuity of the general landscape plan of Ozark Heights. Fences will be limited to the back yard of homes for this purpose. Fences shall be allowed to extend toward the front of the home up to fifty (50) percent of the length of the house on each side. All decorative sides of the fencing must face outward. The standard material of construction shall be wood; however, other materials may be allowed on individual cases, taking into consideration any neighboring fences. Any fence or hedge erected shall have prior approval of the ACC. At no time shall chain link fencing be acceptable.

Section 12. Signage. No sign or advertisement of any kind shall be erected or maintained on the premises without the written approval of the ACC. Signs reflecting the provider of improvements or other work shall be allowed for a period not to exceed two (2) weeks. A for sale sign may be placed on any lot so long as such sign or signs do not exceed 30 inches in any dimension. A Lot Owner may place a sign on such lot identifying the owner thereof. Declarant or its agents shall have the right to remove any sign, billboard, or other advertising structure that does not comply with the above and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal.

Section 13. Trash & Rubbish Removal. Rubbish or garbage must be kept in suitable containers and moved from lots in accordance with the sanitation regulations. Said containers are to be removed from view from the fronting and/or side streets excepting trash pickup days. Said containers may be placed curbside no earlier than 12 hours before designated pick-up and must be removed from view no later than 12 hours after pick-up. No rubbish or garbage may be burned or dumped on lots or any part thereof or of any common area.

Section 14. Landscaping & Maintenance.

- (a) Each Owner shall keep the Lot and home in good condition and repair and in conformity with the general character and quality of Ozark Heights Subdivision. Lawns shall be maintained to a height of not more than six (6) inches above the ground. Any bare areas in public view on any Lot shall be immediately sodded, reseeded or landscaped. Lot Owners or occupants shall keep their lawns and landscaped areas maintained at all times both prior and subsequent to the construction thereon. Lot Owners or occupants shall be obligated to destroy noxious weeds and plants such as thistle, poison ivy, and poison oak. Any violation of this provision may be cured by the Board of Directors at the expense of the Lot Owner, after the Owner has been given a written notice to cure the violation within fifteen (15) days and the violation has not been resolved.

- (b) No Lot shall be used in whole or in part for the storage of any property that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any activity be carried or substance be kept upon any Lot that will emit foul or obnoxious odors, or that will cause unreasonable noise, or which may become a nuisance to the neighborhood. Any violation of this provision may be cured by the Board of Directors at the expense of the Lot Owner, after the Owner has been given written notice to cure the violation within five (5) days and the violation has not been cured.

Section 15. Vehicles.

- (a) No trailers, motorcycles, dirt bikes, unlicensed motor vehicles, nor automobiles elevated off the ground, shall be stored on any Lot or any roadway. Golf carts are permitted only on improved roads and operated only by legally recognized, licensed drivers.

- (b) No nonfunctioning vehicle shall be maintained on any Lot, driveway, or street within the development. All repairs to vehicles shall be performed inside a garage.

- (c) No motor vehicle, trailer, van, camper, underground structure, recreational vehicle, shack, tent, mobile home or boat shall be used either temporarily or permanently, for residential purposes.

- (d) No motorhome, pick-up camper, travel trailer, boat, boat trailer or cargo trailer shall be stored on any Lot or any roadway. However, a grace period, not to exceed three days, shall exist for the purposes of minor maintenance, cleaning, and/or loading and unloading. Golf carts, riding lawn mowers, and personal watercraft may be stored on property so long as they are kept to the rear of any dwelling and are completely concealed from public view.

- (e) No trucks, trailers, or hauling equipment related to cargo, commercial, or industrial, nor any other commercial vehicle of any kind or nature shall be parked overnight on any Lot, or any street, in the subdivision.
- (f) No vehicles shall be parked on streets overnight. All vehicles must be moved from the street no later than midnight. Upon the third violation, offenders shall risk having their vehicles towed at their expense.

Section 16. General. No lumber, metal, masonry materials or bulk materials shall be kept, stored, or allowed to accumulate on any Lot except during the construction or improvement on said Lot, and during such time they shall be stored in an orderly manner. All firewood shall be stored in the back of each house or garage.

No ham radio, or other electromagnetic broadcasting or radiation equipment shall be permitted which shall cause reception difficulty or interference with radio or television receivers in the subdivision. No mast antennas or towers will be permitted.

No Dwelling or Lot shall be used in any unlawful manner or in any manner which might cause injury to the reputation of the development, or which might be a nuisance, annoyance, inconvenience, or damage to other Owners and occupants of the development.

Article V
Right to Enforce

Enforcement of the Covenants contained herein shall be by proceedings at law or in equity by the Declarant or any Lot Owner against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Any person found to be a violator of these covenants in a court of law shall bear all costs of the legal proceedings, including reasonable attorneys' fees and if not paid, said costs shall become a lien against any property in the subdivision to which the offending party shall have any titled interest.

Enforcement of the Covenants contained herein can include but is not limited to:

- 1st Offense:** Verbal or written notification of the infraction with notice to correct.
- 2nd Offense:** Written documented notification of the infraction with 15 days to correct. Additional time to correct can be granted in writing by the Board of Directors.
- 3rd Offense:** Declarant will pursue all legal avenues to correct the infraction.

In addition to the foregoing, the Declarant shall have the right to summarily abate or remove any structure built on any Lot which violates the within restrictions, at the expense of the owners, and such entry and abatement or removal, shall not be deemed a trespass.

The failure to enforce any right, restriction or condition contained in these Covenants, Conditions and Restrictions however long continued, shall not be deemed a waiver of the right to do thereafter as to

the same breach as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

Invalidation of any one of the Covenants contained herein by judgment, court order, or for any reason shall in no way affect any of the other Covenants, all of which shall remain in full force and effect.

Article VI **Covenant for Annual and Special Assessments**

Section 1. Creation of the Lien and Personal Obligation of Assessments

Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in any such deed of other conveyance, covenants and agrees to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements. Such assessments (collectively, the "Assessments") are to be fixed, established and collected as provided herein. Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Lot (Household) and shall be secured by a continuing lien which is hereby created and impressed for the benefit of the Association upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to any successors in title unless expressly assumed by such successors; however, the lien upon the Lot shall continue until paid.

Section 2. Purpose of Assessments

The Assessments levied by the Association shall be used exclusively for the purpose of improvement and maintenance of the Areas of Common Responsibility and any property owned by the Association. Assessments shall include, but not be limited to, funds to cover actual Association costs for all taxes, insurance, repair, replacement, maintenance and other activities as may from time to time be authorized by the Board of Directors; legal and accounting fees, expenses incurred in complying with any laws, ordinances or governmental requirements applicable to the Association or the Property; reasonable replacement reserves and the cost of other facilities and service activities, including, but not limited to, mowing grass, grounds care, sprinkler system, landscaping, and other charges required or contemplated by this Declaration of Covenants, Conditions and Restrictions and/or that the Board of Directors of the Association shall determine to be necessary to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, taxes and other charges as specified herein.

Section 3. Special Assessments

In addition to the regular annual Assessment authorized above, the Association may levy, in any assessment year, a special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs incurred by the Association pursuant to the

provisions of this Declaration, provided that any such Assessment shall have the prior written approval of fifty-one percent (51%) of the outstanding votes, by Members at a meeting at which a quorum is present. Any special Assessments shall be prorated based on the period of time the Owner owns the Lot during such year.

Section 4. Notice and Quorum For any Action Authorized Under Article VI, Sections 3

Written notice of any meeting called for the purpose of taking any action concerning Assessments shall be sent to all Members at least ten (10) days in advance of the meeting. At the meeting, the presence of Members or of proxies entitled to cast fifty one percent (51%) of all the votes entitled to be cast by the Members of the Association shall 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 the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 5. Date of Commencement of Annual Assessments: Due Dates

The obligation to pay regular annual Assessments provided for herein shall be paid by January 31 of each calendar year. Special Assessments shall be due and payable on date designated by the Association. No Owner may exempt himself from liability for Assessments by waiver of the use or enjoyment of any portion of the Development or by abandonment of his Lot.

Section 6. Effect of Non-Payment of Assessments: Remedies of the Association

Any Assessment provided for in this Declaration which is not paid when due shall be delinquent. If any such Assessment is not paid within thirty (30) days after the date of delinquency, the Association may assess a \$20 delinquency fee. An additional \$20 delinquency fee may be assessed for each additional 30 day period that the Assessment has not been paid. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same; or, upon compliance with the notice provisions hereof, place a lien against the Lot. There shall be added to the amount of such Assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include reasonable attorney fees, together with costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or in equity foreclosing such lien against such Owner, and the expenses incurred in connection therewith, including costs and reasonable attorney's fees shall be chargeable to the Owner in default. Under no circumstances, however, shall Declarant or the Association be liable to any Owner or to any other person or entity for failure or inability to enforce or attempt to enforce any Assessments. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed the actual cost of preparing and filing or recording the lien and the release. The Assessment lien shall be in addition to and not in substitution for all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid Assessments, as above provided. The sale

or transfer of any Lot shall not affect the Assessment lien. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due; according to the terms herein provided.

IN WITNESS WHEREOF, the Ozark Heights Homeowners Association, Inc. has caused this Declaration of Covenants, Conditions, and Restrictions to be adopted this 18th day of February, 2008.

Ozark Heights Homeowners Association, Inc.

By: _____
President

Printed Name: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
SS
COUNTY OF CHRISTIAN)

On this _____ day of _____, 2008, before me personally appeared _____, to me known, who duly sworn, did say that he is the president of Ozark Heights Subdivision, and that the foregoing instrument was signed on behalf of Ozark Heights Subdivision by authority of its Board of Directors, and that said _____ acknowledge said instrument to be the free act and deed of its Members.

In witness whereof, I have hereunto set my hand and affixed my official seal at my office in _____, Christian County, Missouri on the day and date first above written.

NOTARY PUBLIC _____
(Signature)

(SEAL)

PRINT NAME OF NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____