

THIRD AMENDED DECLARATION OF
RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS

DECLARATION of covenants, conditions and restrictions made effective the
~~30th~~ day of APRIL, 2001 by DEER CREEK LAKE L.L.C., as owner of the
property described herein below.

WHEREAS, Deer Creek Lake is platted as a subdivision in Bates County,
Missouri, located on the following described tracts:

TRACT I:

ALL THAT PART OF THE SOUTH HALF OF SECTION 34 LYING EAST OF
NEW HIGHWAY ROUTE 71 AND NORTH OF HIGHWAY ROUTE 18
EXCEPT THE EAST 2361.00 FEET THEREOF. ALSO THE SOUTHWEST
QUARTER OF THE NORTHEAST QUARTER AND ALL THE SOUTH HALF
OF THE NORTHWEST QUARTER OF SECTION 34 LYING EAST OF NEW
HIGHWAY 71, ALL IN TOWNSHIP 42 NORTH, RANGE 31 WEST OF THE
5TH PRINCIPAL MERIDIAN IN BATES COUNTY, MISSOURI. SUBJECT TO
ALL EASEMENTS OF RECORD;

TRACT II:

ALL OF THE NORTH 360.0 FEET OF THE WEST 600.0 FEET OF THE EAST
2361.00 FEET OF THE SOUTH HALF OF SECTION THIRTY-FOUR (34),
TOWNSHIP FORTY-TWO (42) NORTH, RANGE THIRTY-ONE (31) WEST
OF THE 5TH PRINCIPAL MERIDIAN IN BATES COUNTY, MISSOURI.
SUBJECT TO ALL EASEMENTS OF RECORD. CONTAINING 8.68 ACRES
MORE OR LESS;

In Bates County, Missouri; and

WHEREAS, the owners of all the land (except Lot 8 thereof) in said proposed
subdivision have agreed to form a not-for-profit corporation to be known as Deer Creek
Lake Homeowners' Association. (the "Association" or the "Homeowners' Association"),
to manage the improvements in the subdivision, and to administer the affairs of the
subdivision in accordance with this agreement; and

WHEREAS, the owners wish to establish the subdivision restrictions affecting all
the lots and real property in the subdivision (except Lot 8 thereof), for the purpose of
maintaining fair and adequate property values in the subdivision, and to insure that the
entire subdivision constitutes a single residential community with obligations to the
ownership's operations and maintenance of community facilities, including but not
limited to open space and street lights, streets, lakes, jogging trails, shelter houses, boat

ramps and docks, and so that all such properties are also benefited and burdened by the same land use restrictions and controls.

NOW THEREFORE:

- I. **SUBDIVISION RESTRICTIONS:** In consideration of the premises, the Association and the property owners hereby subject all the real property, including roadways and common areas, in the above-described tracts (except Lot 8 thereof), hereinafter referred to as "Deer Creek Lake Subdivision," to the following covenants, charges, assessments, conditions and restrictions subject to the limitations contained in this declaration:
 1. **Minimum Size of Residences:** No more than one home shall be erected on each lot in the subdivision. No fractional part of any lot shall be conveyed to any persons other than the owners of an adjacent full lot. No residence shall be constructed on property that shall have less than 2,000 square feet of enclosed, finished residential living space on the ground floor, or less than 2,400 square feet of enclosed, finished residential space above ground level, excluding porches, patios and garages.
 2. **Detached Buildings:** Not more than one building detached from the residence shall be constructed on any lot. No such building shall be less than 144 square feet in size, nor larger than 1,500 square feet in size, nor taller than 14 foot walls. Any buildings in the subdivision shall be constructed with the type of roofing and siding normally used in residential construction, and of the same architectural style as the residence on the property.
 3. **Set Backs:** The front elevation of any dwelling shall face the highway or private road, as shown in the recorded plat, and be parallel to it to the extent practicable, and the part thereof closest to the roadway shall be set back a minimum of 75 feet or a maximum of 175 feet from the front property line. All other structures shall be back of the line coinciding with the rear wall line of the dwelling. All structures above or below grade except permitted

fences, if any, and utility lines shall be a minimum of 50 feet from side property lines and no closer than 10 feet from the rear property line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered a part of the building.

4. Fences: No fence shall be constructed on any part of the premises, except a pen for the containment of domesticated dogs located to the rear of a detached outbuilding or garage, which pen shall not enclose more than 200 square feet in area, and no part of which is more than 50 feet from the rear lot line of the property.
5. Concealment of Mechanical Equipment: Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pool pumps filtration systems, satellite dishes, and similarly exposed mechanical equipment shall be aesthetically concealed from view on all sides, and shall be shielded in such a manner as to minimize noise and safety concerns.
6. Underground Cables Required/Towers Prohibited: All lines or wires for telephone power, cable television or other wires shall be placed underground, and no wires shall be shown on the exterior of any building. No television or radio antenna or aerial may be installed that has a height in excess of 20 feet above ground, provided that a television antenna may be extended to a height no higher than 6 feet above the part of any building upon which it is mounted. Any permitted aerial must be free standing or roof or building mounted without guy wires.
7. Swimming Pools: All swimming pools shall be fully in-ground pools. Notwithstanding any restrictions on fencing, any pool shall be fenced with a fence constructed of wood or PVC material, at least 4 ½ feet high, and shall have a locking childproof gate.
8. Roofing Materials: All roofing materials shall be limited to either cedar shakes, cedar shingles, earth tone concrete tile, asphalt shingles, or flat roofs with asphalt material shielded from public

view. Any additional roofing material may be approved by the Homeowners' Association.

9. Siding Materials: Siding of homes and structures shall be of wood, brick, stucco, or other combinations thereof, and in the case of wood or stucco, shall be stained or painted the same color as the residence.
10. Driveways: All driveways and parking areas on the lot shall be constructed of concrete, asphalt, brick, or other material approved by the Homeowners' Associations. No dirt, gravel, or rock driveways or parking areas shall be permitted.
11. Sewage Disposal: No septic tanks will be permitted. All lot owners shall be required to be connected to the sanitary sewer system provided.
12. Utility Easements: Easements for the installation and maintenance of utilities have been reserved by the subdivision. The easement area of each lot shall be maintained by the owner who shall not interfere with the easement or utilities installed thereon. With respect to electrical distribution facilities, for purposes of safety, minimization of utility facilities, the avoidance of facility duplication, and aesthetics, each lot is subject to the restriction and covenant that only the electrical distribution facilities of Osage Valley Electric Cooperative Association, a Missouri corporation, or its successor, may be placed or installed upon or under the land. This covenant is to run with the land for a period of 35 years from the date hereof. At the end of such period said restriction shall be automatically renewed for successive 10 year periods unless terminated at least 2 years prior to the expiration of the initial or any extension period. The right to enforce this restriction and covenant shall ensure to the developer, to any lot owner, or to Osage Valley Electric Cooperative Association, or its successor. Each lot shall be subject to the following easement which is hereby

granted to Osage Valley Electric Cooperative Association, or its successor:

"Osage Valley Electric Cooperative Association, (The Cooperative) a corporation whose post office address is P.O. Box 151, Butler, Missouri, and its successors and assigns, are hereby granted the perpetual right to enter upon each lot of the Deer Creek Lake Subdivision, and to place, replace, construct, operate, repair, maintain and relocate thereon, and in or upon all streets, roads or highways abutting said lands, an electric and/or communications transmission or distribution line or system for the purpose of furnishing electric and/or communications service to the above described premises, and to extend said lines in the future on and across the above described premises to enable grantee herein to furnish service to others; and to control trees and shrubbery by trimming, cutting or herbicide application to the extent necessary to keep them clear of said lines or systems; to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling; and to remove all structures that might endanger the line or systems by fire or otherwise."

13. Trees: No trees may be removed from any lot without approval of the Homeowners' Association unless they are diseased, dead, damaged, or must be removed for construction or improvements. Diseased trees shall be removed from the premises as soon as possible, and no wood or brush from diseased trees shall be allowed to remain in the subdivision. Each lot owner shall be required to plant at least ten additional shade trees of at least seven feet in height within one year from the date the lot is deeded to the owner.
14. Signs Prohibited: No signs of any kind shall be displayed to public view on any lot except one sign of not more than one square foot, and one sign of not more than five square feet advertising the property for sale or rent, excluding signs used by a builder during construction.
15. No Temporary Residence: No structure of any character, including but not limited to a trailer, mobile home or recreational vehicle, nor any basement, barn, tent, shack, garage or other buildings other

than a complete modern dwelling shall be used as a residence, either temporarily or permanently.

16. Motor Vehicles: No unlicensed motor vehicle (a vehicle which must be licensed to be operated on public roads in Missouri) shall be permitted to be on any part of the land subject to these restrictions at any time.
17. Vehicle or Tangible Personal Property Storage: No boat, boat trailer, house trailer, horse trailer, automobile trailer, automobile recreational vehicle, truck, wagon, tractor, or other vehicle or tangible personal property other than lawn furniture, or any part thereof shall be stored or permitted to remain on any residential lot unless the same is stored or placed in a garage or fully enclosed space, except for temporary storage for a period not to exceed 20 consecutive days in duration with such temporary occurrences to occur not more than three times in any one calendar year.
18. Mobile Homes: No mobile homes, modular homes, or other similar manufactured housing shall be permitted on the property.
19. Refuse/Storage and Disposal: No lot shall be used or maintained as a dumping ground for rubble, trash, garbage, animal waste, discarded vehicles, household furnishings or other waste, and all such material shall be kept in sanitary containers in enclosures shielded from public view. If the Homeowners' Association provides or arranges for trash removal service, then all homeowners will be required to pay for such service whether used or not and no incinerators or trash burners shall be permitted. Not outside burning other than barbeque grills will be permitted at any time except in areas set aside by the Homeowners' Association.
20. Private Road: The private road dedicated for the use of lot owners in Deer Creek Lake, as per the plat of the subdivision, shall hereafter be the property of Deer Creek Lake Homeowners' Association. There shall be no parking upon said road, except in an

emergency, or by permission of the Homeowners' Association. The Homeowners' Association may, at its discretion, dedicate or convey said streets and associated right-of-way as a public street or road.

21. Nuisances: No noxious or offensive activity shall be carried out on any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.
22. Animals: No animals shall be permitted outside the residence constructed on any lot in the subdivision, other than domestic dogs and cats. Any dogs or cats must be kept on a leash, or under the verbal control of its owner at all times. No animals, livestock or poultry shall be raised, bred or kept on any lot of the subdivision for commercial purposes.
23. Business Activity: No persons shall at any time conduct or permit to be conducted on any residential lot any trade or business of any description, either commercial or non-commercial, religious or otherwise, including day schools, nurseries or church schools, nor shall any premises be used for any purposes whatsoever except for the purpose of providing a private, single-family dwelling or residence.
24. Lawns: All open, unpaved areas shall be seeded or sodded with an appropriate lawn grass within six (6) months of completion of construction. Lawns shall be maintained at a maximum height of 6" at all times.
25. Mailboxes: If a centrally located mailbox shall be erected for residents of the subdivision, no individual mailboxes shall be thereafter erected or used.
26. Firearms: No firearms may be discharged anywhere in the subdivision.
27. Grandfather Clause: No building, structure, or fence on any owner's premises as located and constructed at the time of

execution of this agreement shall be deemed a violation of these restrictions by said owners, or by said owners, successors or assigns, or by the Association.

28. Community Lake: All residents shall have access to the community lake to be constructed in the subdivision. No watercraft of any type powered by internal combustion engines shall be permitted on the lake. Residents will comply with all other rules concerning use of the lake, which may be imposed by the Homeowners' Association.
29. Deeds: Any deed of property within the subdivision shall contain the recital: "Subject to the Residential Covenants, Conditions and Restrictions of DEER CREEK LAKE recorded at Book _____, Page _____, of the real estate records of Bates County, Missouri which _____ (Grantee) hereby accepts and agrees to, and which shall be binding on _____ (Grantee's) heirs, successors, assigns, and mortgages." Any deed, lease, conveyance or contract made in violation of this agreement shall be void, and may be set aside on petition of one or more of the parties to this Agreement, and all successors in interest, executors, administrators or assigns shall be deemed parties to this agreement to the original signers.
30. Enforcement: This Agreement constitutes an obligation of each lot owner, running with the land, for the benefit of all the owners of lots in Deer Creek Lake Subdivision, and they and all successive owners of lots in Deer Creek Lake Subdivision, shall have the right to invoke and enforce its provisions. The Association may also enforce any of the covenants herein on behalf of all of the property owners in the subdivision. By accepting a conveyance of any lot subject to these restrictions, each owner thereof agrees that money damages are not an adequate remedy for breach of any of these covenants, and that any covenant or restriction shall, at the option

of the person seeking enforcement of the survey, be enforceable by injunction or restraining order, or preliminary restraining order, or such other equitable relief as may be just and proper.

31. Severability: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

II. **HOMEOWNERS' ASSOCIATION**: The owners hereof agree to form a Missouri Not-for-Profit Corporation to be known as the Deer Creek Lake Homeowners' Association (referred to hereinabove as "the Association or the "Homeowners' Association." The owners of each lot in the subdivision (except Lot 8 thereof) shall be entitled to appoint one member of the Homeowners' Association. The Homeowners' Association shall be empowered to grant waivers of these restrictions and covenants. However, no such waiver shall be granted except upon two-thirds vote of the directors of the Association.

The directors of the Association may direct the assessment of fees against the property for maintenance of the streets and common areas. The Homeowners' Association may charge the owners for each lot an amount equal to one percent of the fair market value of the lot and improvements annually, payable on or before December 31 of each year. Fair market value shall be the market value established by the taxing authority of Bates County, Missouri. The Homeowners' Association shall hold said funds in the trust for the maintenance, replacement, and insurance of the roadway or other improvements to the common areas of the subdivision, including but without limitation, street lights, landscaping, signage, and lake maintenance, and for reasonable and necessary expenses of operation of the Homeowners' Association. The assessment may be temporarily reduced if funds are not needed, if approved by two-thirds of the directors of the Homeowners' Association. The Homeowners' Association shall not raise the maximum annual assessment by the Homeowners' Association

without the vote of $\frac{3}{4}$ of all the voting members of the Homeowners' Association.

It shall be the duty of the Association to notify all owners or contract purchases of lots within the subdivision of the amount of the assessment for each calendar year, no later than December 1 of each year, but failure to send such notice shall not affect the homeowners' liability for payment upon demand.

The Homeowners' Association shall be empowered to establish reasonable rules and regulations for the health and safety of occupants of the subdivision, and for maintenance of property values, and may enforce the same by injunction, or by suit for damages.

These covenants shall be in full force and shall take effect when all of the parties hereto have signed it, and shall continue in force for a period of fifty years from the date of recording.

III. MISCELLANEOUS PROVISIONS: Any levy set forth in this declaration shall become a lien upon the affected real estate as soon as the assessment is due and payable, as set forth above. In the event any owner fails to pay the assessment when due, then the assessment shall bear interest at the maximum legal rate permitted by the State of Missouri from the date when said assessment is due until it is paid in full.

Any legal action required to be initiated by any person pertaining to the enforcement or interpretation of these covenants and restrictions shall be brought in Bates County, Missouri, and the laws of the State of Missouri shall apply.

If an attorney must be employed to collect an assessment, or to enforce a covenant or restriction set out herein, or to enforce any rule or regulation of the Association, then reasonable attorney's fees, court costs, or other expenses of collection or enforcement shall also be due from the homeowner.

IN WITNESS WHEREOF, the Deer Creek Lake L.L.C., Betty Murphy, Ken Jacob, Rogers Saathoff and Goldie Saathoff, husband and wife, being the sole owners of land in the above-described tract, has hereunto set its hands as of the 1st day of June, 2001.

DEER CREEK LAKE L.L.C.

Betty Murphy
Betty Murphy

Randy Saathoff
By, Randy Saathoff, Member

Ken Jacob
Ken Jacob

Dale L. Davis
By, Dale L. Davis, Member

Rogers Saathoff
Rogers Saathoff

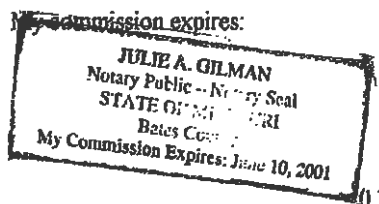
Goldie Saathoff
Goldie Saathoff

STATE OF MISSOURI)
) s.s.
COUNTY OF BATES)

On this 1st day of June, 2001, before me personally appeared Randy Saathoff and Dale L. Davis, to me personally known, who being duly sworn do say that they are all of the Managers of Deer Creek Lake L.L.C., a company organized under the Limited Liability Company Act of Missouri, and that the Managers of said L.L.C. signed this instrument on behalf of said L.L.C.

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

Julie A. Gilman
Notary Public



STATE OF MISSOURI)
) s.s.
COUNTY OF BATES)

On this 11th day of July, 2001, before me personally appeared Betty Murphy, to me known to be the person(s) 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 the day and year first above written.

Lori Jan Haskins
Notary Public

My commission expires: 09-25-2004

STATE OF MISSOURI)
) s.s.
COUNTY OF BATES)

On this 1st day of June, 2001, before me personally appeared Ken Jacob, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

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

Diane M. Ross
Notary Public

My commission expires: 6-26-2004

DIANE M. ROSS
Notary Public - Notary Seal
STATE OF MISSOURI
Bates County
My Commission Expires: 6-26-2004

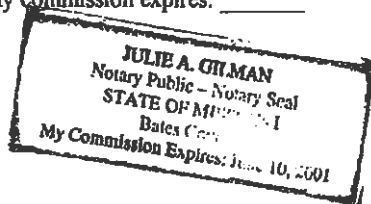
STATE OF MISSOURI)
) s.s.
COUNTY OF BATES)

On this 1st day of June, 2001, before me personally appeared Rogers Saathoff and Goldie Saathoff, to me known to be the person(s) 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 the day and year first above written.

Julie A. Gilman
Notary Public

My commission expires: _____



STATE OF MISSOURI } ss IN THE RECORDERS OFFICE
County of Bates

Lucille Munday, Recorder of said county, does hereby certify that the within instrument of writing was on the 1st day of June A.D. 20 01 duly filed for record in this office at 2 o'clock 10 minutes P M and is recorded in the records of this office in Book 748 on Page 193

In Witness Whereof, I have hereunto set my hand and affixed my official seal at office in Butler, Missouri this 1st day of June A.D. 20 01

By Lucille Munday Recorder
Deputy.