

THIS DECLARATION, made this 1st day of July, 1980 by the majority of the owners of the lots listed in Schedule A of the "Restrictive Covenants Applying to Certain Blocks in Ozarks Paradise Village", recorded at Book 181, Page 27, in the recorder's Office of Taney County, Missouri, and pursuant to the terms of the said "Restrictive covenants", and the Judgment recorded at Book 245, Page 464, Recorder's Office of Taney County, Missouri, for the purpose of changing and amending the aforesaid Restrictive Covenants, pursuant to the aforementioned judgment, in the following form, to wit:

All lots listed on Exhibit A, attached hereto and made a part hereof by reference are subject to:  
 (a) the following Residential Protective Covenants identified herein which shall run with the land for twenty-five years from the date hereof, after which time they shall be automatically extended for successive periods of ten years each unless an instrument, signed by the then owners of a majority of all the lots shown on the aforesaid plat, agreeing to change such covenants and restrictions in whole or in part shall have been recorded;  
 (b) the following Declaration of Covenants identified herein according to the terms thereof;  
 (c) the easements referred to in Paragraph 2 of the Residential Protective Covenants, which are reserved to the Association, its successors and assigns and which shall be perpetual in duration and run with and bind forever the land and the owner thereof, itself, himself, themselves, and their heirs, successors and assigns.

#### RESIDENTIAL PROTECTIVE COVENANTS

1. No structures shall be erected, altered, placed, or permitted to remain on any lot other than single family dwellings and accessory buildings such as garages, garden houses and the like. There shall not exist on any lot at any time more than one residence. No trailer, basement, tent, shack, garage, barn or other outbuilding or any structure of a temporary character erected on any lot shall at any time be used as a residence, either temporarily or permanently. No structure on any lot shall be higher than a two-story house, measured from the highest elevation of the lot. No outside toilet shall be allowed.

2. No building shall be erected, placed, or permitted to remain on any lot which has a width of less than 50 feet on a line 25 feet from the front lot line. No part of any building shall be located nearer than 20 feet to the front lot line or nearer than 20 feet to the rear lot line or nearer than 5 feet from a side lot line; except that on lots abutting on two streets, roads, highways or arteries, no part of the building shall be nearer than 20 feet from the front line and 20 feet from the side street, road, highway or artery. Notwithstanding the foregoing, from and after such time as two or more contiguous lots fronting on the same street are used as a single building site, such contiguous lots shall be deemed a single lot for the purpose of determining the "side lot lines".

The foregoing setback requirements may be waived, modified, or altered by the Architectural Committee specified in Paragraph 6 hereof upon application, and the Architectural Committee shall grant such waiver, modification or alteration only in cases in which compliance with the above setback requirements would cause undue hardship and upon a showing of unusual or unique circumstances; such waiver, modification or alteration shall be in writing and shall be recorded in the public records of Taney County, Missouri.

Easements and rights-of-way are hereby reserved unto Oakmont Community Improvement Association, Inc., for the construction, installation and maintenance of any and all utilities, such as electricity, gas lines, drains, sewers, roads, water supply lines, telephone and telegraph 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 width along the rear and side lines of every lot and along every street, road or highway abutting the premises, unless otherwise designated on the plat.

Oakmont Community Improvement Association, Inc., hereby reserves the right to release, relinquish and extinguish forever any easements, rights-of-way or setbacks, reserved by and unto itself, its successors and assigns, whether indicated on a plat or contained in these protective covenants, in circumstances where the release, abandonment and extinction of such easements, rights-of-way or setbacks are necessary for the full use and enjoyment of two or more lots or parcels used as a single building site, with the approval of the Architectural Committee.

The release, abandonment and extinction of such easements, rights-of-way or setbacks may be accomplished by recording in the public records of Taney County a Statement of Release, Abandonment or Extinction, referring to the Block and lot numbers of the parcel or parcels affected, and upon the filing of such Statement, the easement, right-of-way or setback reserved by or in favor of Oakmont Community Improvement Association, Inc. shall be forever extinguished.

If and when a central water and/or sewer system becomes available to serve an individual lot, an individual well, cesspool, or septic tank shall no longer be permitted on such lot.

3. No structure with an unfinished exterior shall be permitted to remain on any lot for a period exceeding six (6) months from the date of the commencement of construction.

4. Right of access is hereby reserved to Oakmont Community Improvement Association, Inc., for general improvements of any person's premises or premises of Oakmont Community Improvement Association, Inc., but such right of access to any particular premises shall terminate upon commencement of construction on the premises by Owner.

5. No dwelling containing less than 800 square feet of living area, exclusive of garages, carports and accessory buildings, shall be permitted on any lot. Use and occupancy of premises shall be subject to zoning, building, health, sewage disposal, and sanitation regulations of the State of Missouri, and all governmental agencies having jurisdiction.

6. No structure, swimming pool or swimming pool enclosures, shall be erected, altered, placed or permitted to remain nor shall construction commence on any lot until the design and location of such structure and the kind of materials to be used in such structure shall have been approved in writing by an Architectural Committee to be designated from time to time by the Board of directors of Oakmont Community Improvement Association, Inc., a Missouri not-for-profit corporation. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for the services performed pursuant to this covenant at any time. In the case of swimming pools and swimming pool enclosures, the Architectural Committee shall have the right to waive, modify or alter the setback requirements herein included. In the event there is no committee in existence with authority to act as stipulated herein, or in the event such committee or its designated representatives fail to approve or disapprove any design or location or the kinds of material to be used in a structure within thirty(30) days after written request to do so, then such approval of the committee or it 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.

7. No animals, horses, birds or poultry shall be kept or maintained on any lot, except recognized household pets which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purposes. Pets shall be left on a leash when not in an enclosure.

8. No fence or hedge shall be erected or maintained on the premises which shall unreasonably restrict or block the view from an adjoining lot, or which shall materially impair the continuity of the general landscaping plans of Oakmont Community Improvement Association, Inc. For this purpose, any fence or hedge erected or maintained which shall exceed four (4) feet in height must have prior approval of the Architectural Committee.

9. No fence, sign, wall, hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner lot or tract within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of the rounded property corner from the intersection of the street lines extended. The same sight lines limitations shall apply on any lot or tract within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage is maintained at a sufficient height to prevent destruction of such sight lines.

10. No sign or advertisement of any kind, other than name plates or professional signs, not to exceed one square foot in area, shall be erected or maintained on the premises without the written approval of the Architectural Committee.

11. Sale of the above described lots shall include all rights of Oakmont Community Improvement Association, Inc., in and to the street, road, or highway fronting on the same to the centerline, subject, however, to the rights of all others to the use of same as public or private highways. Oakmont Community Improvement Association, Inc., hereby reserves the right to dedicate to public use any or all streets, roads, and highways abutting the property affected hereby and elsewhere in the Oakmont Shores Development Area, without the consent of any owners of the property in the subdivision. Oakmont Community Improvement Association, Inc., hereby reserves the right to amend these covenants and building restrictions, provided that the then owner or owners of a majority of the lots covered by these covenants and building restrictions consent to such amendments.

12. No lot shall be used in whole or in part for any commercial purpose. Nor shall any lot be used in whole or in part for the storage of any property or object 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 on, or substance kept, upon any lot that will emit foul or obnoxious odors, or that will cause unreasonable noise or which may be or become a nuisance to the neighborhood.

13. Rubbish and garbage must be kept in suitable containers and moved from lots in accordance with the sanitation regulation. No rubbish or garbage may be burned or dumped on lots or on any part of Oakmont Shores Development Area except in such places as may be specifically designated and approved for such purposes by county, municipal authorities, or the Association.

14. Oakmont Community Improvement Association, Inc. reserves the right to change, extend, or close any Street or roads or to designate any area for uses other than single family residential and to cut new streets or roads, or file a replat of any of the plats of the properties subject hereto, provided such change or replat shall not interfere with ingress or egress to the property of any lot not owned by Oakmont Community Improvement Association, Inc.

15. Enforcement of the covenants contained herein shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or recover damages. In addition to the foregoing, the Association, its successors or assigns, shall have the right, whenever there shall have been built on any lot or tract any structure which is in violation, to enter and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, restrictions, or conditions contained in these protective covenants, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

16. All lots extending between and having frontage on a main and secondary artery except corner lots shall limit the vehicular access to the secondary artery. On all such lots a fence, hedge, wall or combination thereof shall be erected along such back lot line or portion of a back lot line within four (4) months after the completion of a residential structure on such lot. Materials and type of construction shall be approved by the Architectural committee prior to the erection thereof. All fences, walls, and/or hedges shall be maintained in a manner to insure compatibility with the general landscaping plan of the Oakmont Shores Development Area, as determined by the Architectural Committee. The requirements of this paragraph may be waived in whole or in part only upon the written consent of the Architectural Committee.

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

#### DECLARATION OF COVENANTS OAKMONT COMMUNITY IMPROVEMENT ASSOCIATION, INC.

WITNESSETH:

WHEREAS, the owners of the real property referred to in Article II and further described on Exhibit A attached hereto intend to encourage the development of the entire community known as Oakmont Shores as a community affording well-planned residential, commercial, recreational, institutional and open space uses, buildings, facilities and areas; and

Whereas, the owners desire to provide for the preservation of the values and amenities in said community and for the maintenance of said common lands and facilities and the providing of funds for the purposes herein-after described; and to this end, desire to subject the real property referred to in Article II and described as certain blocks in Ozarks Paradise Village to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, for the efficient preservation of the values and amenities in said community, Oakmont Community Improvement Association, Inc., exists to which are hereby delegated and assigned the powers of maintaining and administering the community facilities, administering and enforcing the covenants and restrictions and levying, collecting and disbursing assessments and charges hereinafter created; and

WHEREAS, the Oakmont Community Improvement Association, Inc., a not-for-profit corporation, has been incorporated under the laws of the State of Missouri, and in existence since 1971 for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, it is hereby declared that the real property referred to in Article II hereof, and more particularly described on Exhibit A, attached hereto, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") herein set forth.

#### ARTICLE I - DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Oakmont Community Improvement Association, Inc., its successors and assigns.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the properties and any facilities or improvements now or hereafter placed thereon and intended to be devoted to the common use and enjoyment of the owners of the properties.

(d) "lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Properties as heretofore defined.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(f) "multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof except when each such living unit is situated upon its own individual lot.

(g) "Owner" shall mean and refer to the record owner whether one or more persons or entities, of the fee simple title to any lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of mortgage or deed of trust, shall not mean or refer to the mortgagee or trustee unless and until such mortgagee or trustee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(h) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

(i) "Board" means the Board of Directors of Oakmont Community Improvement Association, Inc.

(j) "Purchaser" shall mean the purchaser of a lot or living Unit under contract of sale not in default.

## ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONAL PROPERTIES

**Section 1. Existing Property.** The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Taney County, State of Missouri, and is more particularly described on Exhibit A, attached hereto, all of which real property shall hereinafter be referred to as "Existing Property".

**Section 2. Additions to Existing Property.** Additional lands may become subject to this Declaration in the following manner:

(a) **Addition to the Properties by the Association.** The Association shall have the right to bring within the scheme of this Declaration Additional properties in future stages of development, provided that such additions are part of a general plan of development and are approved by vote of the Board of Directors of the Association. The additions authorized under this and the succeeding subsection shall be made by filing of record a supplementary declaration of covenants and restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such supplementary declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(b) **Addition to The Properties by Owners.** Upon approval in writing of the Association, pursuant to a vote of its Board of Directors as provided in the Articles of Incorporation, the owner of any lots in the development known as Oakmont Shores and/or Ozark Paradise Village who desires to add said lots to the scheme of this Declaration may subject said lots to the jurisdiction of the Association by the filing of record of a supplementary declaration of covenants and restrictions with respect to said lots. Said supplementary declaration of covenants and restrictions shall become effective if the same are filed of record by the Association and the lot owner.

(c) **Mergers.** Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the properties together with the covenants and restrictions established upon any other properties as one scheme.

## ARTICLE III - MEMBERSHIP &amp; VOTING RIGHTS IN THE ASSOCIATION

**Section 1. Membership.** Every person or entity who is a record owner of any lot, or owner of a living unit which is subject by these Covenants to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

**Section 2. Voting Rights.** The Association shall have one class of voting membership, Class A. Class A members shall be persons as defined in Section 1. Class A members shall be entitled to one vote for each lot or living unit in which they hold the interests required for membership by Section 1. When more than one person holds such interest of interests in any Lot or Living Unit all such persons shall be member, and the vote for each Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

## ARTICLE IV - PROPERTY RIGHTS IN THE COMMON PROPERTIES

**Section 1. Members' Easements of Enjoyment.** Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

**Section 2. Title to Common Properties.** The Association shall have legal title to the Common Properties.

**Section 3. Extent of Member' Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

- the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving or adding to the Common Properties and in all thereof to mortgage said properties; and
- the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and
- the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of the published rules and regulations; and
- the rights of the Association to charge reasonable admission and other fees for the use of the Common Properties; and
- the right of the Association to contract with utility companies and to operate its own utility companies to provide necessary public services including, without limitation, the installation, maintenance, repair and replacement of central water and/or sewerage systems; and
- The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the condition thereof, shall be effective unless a certificate of the secretary of the Association has been recorded certifying that the members entitled to vote have cast a majority of the votes of the membership agreeing to such dedication, transfer, purpose or condition and unless written copies of the proposed agreement and action thereunder are sent to every member at least thirty (30) days in advance of any action taken; and
- the right of the Association to grant and release easements and rights-of-way through, over and across the common properties for the installation, maintenance and inspection of roads and lines for public water, sewer, drainage, fuel oil or other utilities.

## ARTICLE V - COVENANT FOR ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Each owner of any Lot or Living Unit, except Lots or Living Units owned by the Association not under contract of sale to a purchaser thereof, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provide. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents and owners in the Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon the Properties and to provide reasonable and necessary public services, including but not limited to, the payment of all principal and interest on loans by the Association, the costs and expenses of the Association, the payment of taxes and insurance on the Common Properties and repair, replacement, and additions thereto, and for the cost of labor, equipment, material, management and supervision thereof, for fire protection, police protection, lighting systems, garbage and trash collection, construction, repair and maintenance of roads and streets and drainage systems, installation, maintenance, repair and replacement of central water and/or sewerage facilities, and any and all other improvements, facilities and services that the Board shall deem to be necessary, desirable or beneficial to the interest of the Common Properties.

Section 3. Basis and Maximum of Annual Assessments. Annual Assessments (which must be fixed for all Lots and Living Units) shall be at the rate of \$60.00 per Lot or Living Unit, payable in annual, monthly or other installments as the Board shall in its discretion determine. The Annual Assessments may be increased by the Board of Directors as hereinafter provided for the next succeeding two (2) years, and at the end of such period of two (2) years, for each succeeding two years.

The Board of directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the Annual Assessments for any year at a lesser amount provided that it shall be an affirmative obligation of the Association and its Board of Directors to fix such assessments at an amount sufficient to maintain, operate and administer the common property and facilities and to repay the principal and interest on any loans, mortgages or other obligations of the Association.

Section 4. Special assessment for Capital Improvements. In Addition to the annual assessments authorized by section 3 hereof, the Board of Directors of the Association may levy a special assessment commencing with the date hereof, payable by installments or otherwise, to be used for the purpose of installation, maintenance, repair or replacement of a central water and/or sewer utility system and streets, roads and drainage system. Such special assessments shall be apportioned by the Board of Directors of the Association on a per lot or living unit basis or on a frontage foot basis as circumstances, current and future needs and costs may warrant.

The Association shall be exempt from the payment of any Annual or Special Assessments or charge with respect to any lots or living units owned by the Association except that Lots or Living Units under contract of sale to Purchasers from the Association shall not be so exempt.

Section 5. Quorum for any Action Authorized under Sections 3 and 4. The quorum required for any action by the Board of Directors of the Association authorized by Sections 3 and 4 hereof shall be a majority of the Board present at the meeting of the Board of Directors entitled to vote thereon. If the required quorum is not forthcoming at any meeting another meeting may be called subject to the notice requirements set forth in the Bylaws of the Association.

Section 6. Date of Commencement of Annual and Special Assessments. The annual or special assessments provided for in Section 3 and 4 hereof shall commence on the date fixed by the Board of directors of the Association as the date of commencement.

Section 7. Duties of the Board of directors. The Board of Directors of the Association shall fix the date of commencement, the method of payment (by installments or otherwise) and the amount of the annual or special assessment against each Lot or Living Unit for each assessment period at least thirty (30) days in advance of such date or period and shall at that time prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates fixed under Section 6 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the Assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum legal rate of interest, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and 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 interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 9. Subordination of the Lien to Contracts and Mortgages. The Lien of the assessments provided for herein shall be subordinate to the right of purchasers under contract of sale to obtain title to any lot or living unit upon payment in full and compliance with all terms and conditions of said contract and the lien of any mortgage or mortgages now or hereafter placed upon the property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure of any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from Liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

Section 10. Exempt Property. The Following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all common Properties as defined in Article 1, Section 1, hereof; (c) all properties exempted from taxation by the laws of the State of Missouri, upon the terms and to the extent of such legal exemption; (d) all land lots and Living Units owned by the Association except lots or living units under contract of sale not in default with Purchasers from the Association.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

#### ARTICLE VI - GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of 50% of the Lots or Living Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. For purposes of meeting the 50% requirement, when Living Units are counted the Lot or Lots upon which such Living Units are situated shall not be counted. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner, under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. The Association, or any Owner, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectible in the same manner as the assessments hereunder.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect or their applicability to any other Owners.

CERTIFICATE OF PASSAGE OF RESOLUTION

OAKMONT COMMUNITY IMPROVEMENT ASSOCIATION, INC.

June 18, 19 80

At a duly constituted meeting of the Board of Directors of the Oakmont Community Improvement Association, Inc., held on June 18, 1980, the following resolution was adopted:

RESOLUTION

OAKMONT COMMUNITY IMPROVEMENT ASSOCIATION, INC.

WHEREAS, on July 14, 1967, an instrument entitled "Restrictive Covenants Applying to certain Blocks in Ozarks Paradise Village" was recorded at Book 181, Page 27 in the Recorder's Office of Taney County, Missouri, subjecting certain lots in the subdivisions known as Ozarks Paradise Village, Lakeside South Addition, East Addition to Ozarks Paradise Village, and South Addition to Ozarks Paradise Village, to certain restrictions, and on June 23, 1971, an instrument entitled "Declaration of Covenants - Oakmont Community Improvement Association, Inc.", was recorded at Book 202, Page 62-3 in the Taney County, Missouri Recorder's office, subjecting certain lots in those same subdivisions to restrictions,

WHEREAS, these two sets of restrictive covenants contain different and inconsistent provisions, and WHEREAS, as a result of these inconsistencies, an inequity exists in that all property owners benefit from the services provided by the Oakmont Community Improvement Association Inc. (hereinafter called O.C.I.A.), but only those property owners whose properties are subject to the 1971 Covenants are members of O.C.I.A. and obligated to pay annual dues (from which funding source services are provided by O.C.I.A.), and

WHEREAS, O.C.I.A., a not-for-profit property owners' association, is the only available and existing body to provide the abovementioned services and the governance necessary to keep the aforementioned subdivisions a viable, orderly and desirable development area,

WHEREAS, the 1967 Covenants provide that said covenants may be amended by the majority of the lot owners, to wit: "These restrictions shall be automatically extended...unless by a vote of the majority of the then owners of the lots in said subdivision it is agreed to change such covenants in whole or in part.", and

WHEREAS, 1,609 of the lots listed on Schedule A of the 1967 Restrictive Covenants are owned by members of Oakmont Community Improvement Association, and

WHEREAS, this Board of Directors has the power to "exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles or Incorporation or the Declaration..." in Article VIII, Section 1(b) of the Bylaws of Oakmont Community Improvement Association, Inc., and in this specific instance may act by virtue of the Power of Attorney reserved in the Correction to Restrictive Covenants Nunc Pro Tunc dated August 5, 1977 and recorded at Book 245, Page 465, in the Taney County Recorder's Office (said correction relating to the 1971 Covenants), to wit:

"There is hereby reserved to Oakmont Community Improvement Association, Inc. its successors and assigns an irrevocable power of attorney to take all actions which it may deem necessary or proper regarding any prior existing restrictive covenants affecting the property subject hereto and to execute any and all documents and acknowledgements in the name, place and stead of the then owners of said property for the purpose of changing, amending, abrogating and/or conforming said prior restrictive covenants to these covenants", and

WHEREAS, the Board of Directors of O.C.I.A. was specifically authorized by the members by vote at the Annual Meeting on May 3, 1980, to exercise the abovereferenced power of attorney on behalf of the members to change the 1967 Restrictive Covenants, and

WHEREAS, on August 5, 1977, a judgment was entered in the United States District Court for the Western District of Missouri in which the propriety of amending prior existing covenants which are inconsistent with the 1971 Covenants was affirmed, to wit: "That in the best interest of all property owners and persons affected hereby, as well as in the public interest, that all of the property herein referred to be subject to the same covenants and entitled to the same rights.", and

WHEREAS, in said Judgment of August 5, 1977 the terms of the above-mentioned power of attorney were clarified and affirmed, to wit: "...that the Oakmont Community Improvement Association, Inc. may execute such instruments on behalf of its members as own lots in each subdivision subject to the Association (1971) covenants.", and

WHEREAS, said Judgment also construed the language of the 1967 covenants as follows: "That the provision for change of restrictive covenants by a majority of lot owners in the Ozarks Paradise Village Restrictions recorded July 14, 1967 in Book 181, Page 27, confers the right on the owners of a majority of the lots covered by any such covenant to at any time execute and record documents providing for such changes.", and