

BILL OF ASSURANCE
BLUEBIRD MEADOWS SUBDIVISION
PHASE I (LOTS 1 THROUGH 18)
MCDONALD COUNTY, MISSOURI

SUBDIVISION PROTECTIVE COVENANTS

I. INTENT AND PURPOSES

It is the desire and intent of Robert E. Yocom and Rodney R. Horn, subdivision developers, hereinafter referred to as "Developers", to place certain safeguards, restrictions and provisions upon all of the lots situated in said subdivision for the use and benefit of the future owners of said property; therefore in consideration of the promises and in consideration of the mutual agreements herein made and set forth, said Developers, their successors, assigns and grantees, and for their successors in title, do hereby agree, subject to Paragraph A, Section IV hereof, that all lots in Phase I, Bluebird Meadows Subdivision, McDonald County, Missouri shall be and they are hereby restricted as to their use in the manner and to the extent hereafter set forth, and likewise all provisions relative thereto as hereafter set forth shall fully apply as to all such lots.

All persons, firms and corporations who now own or who shall hereafter acquire any interest in any of the lots mentioned herein, or affected hereby, shall be bound by the restrictions and provisions herein set forth, with the same force and affect as though they had joined in the execution of this instrument, it being the intention of Developers that all restrictions and provisions set forth herein shall be held to be covenants running with the land, binding upon all persons interested in said lots throughout the whole period of time for which these restrictions and provisions shall remain in effect.

II. ARCHITECTURAL CONTROL COMMITTEE

A. Developers hereby create and establish contemporaneously with and by this Bill of Assurance an Architectural Control Committee, hereinafter referred to as the "Committee", with the express goal of maintaining values of the property lying within the subdivision, and also being empowered in enforcing the restrictions and provisions herein provided, and waiving same in hardship cases, as well as passing and issuing additional orders, rules, restrictions and provisions in aid and furtherance of the purposes aforesaid.

B. The Committee is composed of Robert Yocom, Allen Morris and Rodney Horn and a majority of the Committee may designate a representative to act for the Committee and the action of such representative shall be as effective as if the entire Committee had acted. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of three-fourths of the total lots covered hereby shall have the power through a duly recorded instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

The Committee's approval or disapproval, as required in these covenants, shall be in writing.

III. SUBDIVISION RESTRICTIONS

A. Land Use

All lots shown upon the plat aforesaid are hereby designated as single-family residential lots, and shall not be otherwise used. Acceptable single-family dwellings shall include conventional stick built homes, modular and manufactured homes and log homes approved by the Committee. Lots 1-5 have been platted to accommodate stick built, modular or log homes. Lots 6-9 and 14-18 shall accommodate manufactured homes

RECEIVED
JAN 23 2007

with a minimum/nominal 4:12 pitched roof as well as stick built, modular and log homes. Lots 10-13 shall accommodate manufactured homes with a minimum 3:12 pitched roof as well as stick built, modular and log homes.

All homes must adhere to the following regulations:

1. Shall not be less than 26 feet in actual width (not including overhang) not less than 48 feet in length from corner to corner (not including hitches or eaves).
2. All outer wall studding shall be constructed of at least 2 inch by 6 inch studding (24 inches on center or less) or be approved by the Committee.
3. Must be a new home. Used or previously occupied homes are not acceptable.
4. Homes shall not include any travel or recreational type vehicle or any type of modular home or manufactured home unless BOCA coded or HUD coded respectively or unless it meets the minimum standards of the UBC.
5. All homes shall be constructed with a minimum nominal 4:12 pitched roof except as noted earlier.
6. Siding on all homes shall be either vinyl or a hardboard material or material of comparable strength, appearance and durability. The Committee must approve roofing and siding materials.
7. All lower windows shall be thermo-pane tip-out windows or approved by the Committee.
8. Any add-on expansion rooms to any home must match the original home and be approved by the Committee.
9. All homes must be built to construction and safety standards administered by the U.S. Department of Housing and Urban Development (HUD code) or must be BOCA coded or meet the minimum standard of the UBC.

Lot Preparation Requirements For All Homes

1. All lots on which a home shall be placed shall be prepared as follows:
 - a. A concrete pad of the entire area of the unit shall be constructed on which the home shall sit; or
 - b. In the alternative, a footing system may be used, which footings shall be constructed of concrete.
 - c. Foundations: All modular and manufactured homes shall have a foundation of either concrete or masonry blocks or some other type of masonry product including stone, brick or poured concrete provided that it is permanently joined with some type of masonry material; shall be located on a poured cement footing of a minimum of 4 inches in depth and ten (10) inches in width, and said foundation shall completely enclose the under portion of any modular or manufactured home.
 - d. Steps: All homes shall have a rear and front porch, which porch shall be permanently attached to the real estate and the home. The porch shall be constructed of masonry material, or wood and shall be at least 24 square feet in size.
 - e. Anchors: All manufactured homes (except modular) shall be anchored to the real property according to manufacturer's specifications or under the requirements of the Missouri Public Service Commission.
2. All tongues or hitches, tires, wheels and axles located on any manufactured home shall be removed from the property upon the setting or placement of said manufactured home.

B. Approval of Plans

RECEIVED
[Signature]

No building, fence, wall, or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a topographical site plan showing the location of the proposed structure shall have been presented to and approved in writing by the Committee as to quality of workmanship and material, structural design and appearance, harmony of external design with the existing structures on this

JAN. 23. 2007 9:55AM LTR RIVER TITLE NO. 8171 P. 5
and adjacent lots and as to location with respect to topography and finish grade elevation, and to adjacent property.

C. Construction of Buildings

Prior to beginning construction of a building, fence, wall or any other structure upon any lot herein, the owner of that lot shall furnish to the Committee proof that a suitable completion bond has been made by the Contractor or builder to insure completion of the structure and to indemnify the owner against the material man's and mechanics' liens, or in lieu of the above, he shall furnish to the Committee satisfactory credit information and proof of financial ability to complete the structure within the time requirements hereinafter set forth.

In any case, the owner shall furnish the Committee with satisfactory proof that builder's risk insurance, including workman's compensation insurance, will be in effect for the construction.

D. Completion of Buildings

1. The exterior of any structure erected on or moved upon any lot shall be completed within six (6) months after construction has begun and in accordance with the Bluebird Meadows Building Code as formally adopted by the Committee and approved by Developers. In the absence of such a building code, the provisions of the most recently revised edition of the Federal Housing Administration's "Minimum Property Standard for One and Two Living Units" will be substituted. Completion of the exterior shall include foundation walls, exterior siding, windows and doors, corner boards, molding, chimneys, roof rakes, roof overhangs, roof cornices, fascias, patios, walks, drives, and steps as applicable and shall include completion of any and all kinds of details of exterior construction or finish which, in their absence, shall change the appearance of the structure from that approved by the Committee.

2. The interior of any structure erected on or moved upon any lot shall be completed within twelve (12) months after construction has begun and in accordance with the Bluebird Meadows Building Code as formally adopted by the Committee and approved by Developers. In the absence of such a building code, the provisions of the most recently revised edition of the Federal Housing Administration's "Minimum Property Standards for One and Two Living Units" shall be substituted. The interior walls and ceilings of a standard nature, such as sheetrock, plaster, paneling, finished floors, ceiling tile, etc. shall be substantially completed. Completion of interior painting, wallpapering and final finishing touches may be postponed; however, shades and/or curtains or drapes must be hung at the windows within the time allowed. Electric wiring installed in any structure shall be in accordance with the standards required by the Federal Housing Administration or with the standards required by the local power company, whichever are more restrictive. Plumbing shall be in complete accordance with the requirements set up the Missouri State Health Department or the Federal Housing Administration, whichever is more restrictive.

E. Inspections

All structures shall be submitted to inspections by the Committee and/or its representative as necessary to enforce these Subdivision Restrictions. In the event the completion dates and requirements above provided are not met, the Committee shall have the right but not the obligation, to hire a contractor to promptly complete the work in accordance with such requirements and to bill the owner for the amount expended plus 10% of such amount for administration. In the event that the owner does not pay said charges, the Committee shall have the right to file a lien subject however to lien by reason of first mortgage or first deed of trust against the property and proceed in law or equity to sell the property and obtain said charges. All money received over and above said charges and court costs shall be returned to the owner.

RECEIVED
JAN 23 2007

NO. 0177 P. 0
F. Dwelling, Square Foot and Quality

No dwelling of less than 1248 square feet of living space, excluding carport or garage, shall be permitted on any lot. Any dwellings shall be of a quality of workmanship and materials generally accepted as "good quality". No used or old buildings shall be moved on any lot.

G. Exterior Maintenance

A green-belt area (well maintained lawn) shall surround each home and shall not be less than 30 feet out from the front and back of each dwelling nor less than 15 feet out from the sides of each home. The remainder of open areas on each property must be mowed or brush-hogged at least twice annually.

In the event that the Owner of any Lot or Living Unit shall fail to properly provide for exterior maintenance as to buildings or grounds the Committee may, but shall not be obligated to do so, provide exterior maintenance as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements and to bill the owner for the amount expended plus 10% of such amount for administration. In the event that the owner does not pay said charges, the Committee shall have the right to file a lien subject, however, to lien by reason of a first mortgage or first deed of trust against the property and proceed in law or equity to sell and obtain said charges. All money received over and above said charges and court cost shall be returned to the owner. §

H. Access at Reasonable Hours

For the purpose solely of performing the exterior maintenance authorized by this Bill of Assurance, the Committee through its respective duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit at reasonable hours on any day except Sunday.

I. Re-Subdivision

No lot, as shown on the plat, shall be re-subdivided into building plots but a portion of a lot may be used in connection with an adjoining lot and the total considered as a single building plot upon written approval of the Committee.

J. Setbacks

Setback requirements shall apply to all structures moved onto or erected on any lot as follows:

1. Front yard setback for house: 30 feet from front property line or as shown on record plat.
2. Rear yard setback for house: 50 feet from rear property line.
3. Side yard setback for house: 15 feet from side property line.
4. Corner lot setback for house: 30 feet from front property line and 30 feet from side street.

No building shall be placed closer to the Roads and Streets than the setback line set forth above except where such requirement creates an undue hardship upon the Owner, such setback may be modified by the Committee as necessary to prevent the hardship.

K. Outbuildings and Accessory Buildings

RECEIVED
Ramin

Outbuildings or accessory buildings, such as a garage, workshop or storage shed, shall be permitted on lots upon which a single family detached structure has been constructed or is under construction, provided that the Committee shall approve the design, plans, specifications, et cetera of such buildings.

JAN. 23. 2007 9:30AM LK River Title NO. 8171 P. 7
L. Livestock and Poultry

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other ordinary household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes; it is further provided that they shall not be kept in such numbers or in such a manner that would create a nuisance. Several lots may be conducive for keeping horses but special approval must be granted by the Committee.

M. Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for garbage or rubbish. Trash, garbage, manure or other waste incidental to the use of the property as herein provided shall be kept in covered sanitary containers.

N. Easements for Utilities and Drainage

Developers for themselves, their successors and assigns, hereby reserves all easements for installation and maintenance of utilities and drainage facilities as reflected upon the recorded plat and as herein provided, and by reason of such reservation, shall have the right to install or have installed water mains, power lines or any other utility or drainage facility within such easements without notification to the lot owner and may also grant the right of ingress and egress (road easement) within said easements. However, all such facilities will be placed within the easement wherever such installation would be most practical and least detrimental to the lot. Such easements, as so reserved, shall be assignable, perpetual, alienable and releasable on the part of Developers, their successors and assigns.

Within easements as reflected upon the recorded plat or as herein provided, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easements, or which may obstruct or retard the flow of water through drainage channels within the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lots except for those improvements for which a public authority or utility company is responsible. Developers reserve the right of easement to and within all streambeds and drainage channels within said development including banks and slopes and may (but are not obligated to) perform exterior maintenance of areas.

In addition, Developers for themselves and their successors and assigns, hereby reserves and is given an assignable, perpetual, alienable and releasable easement, privilege and right on, over and under the hereinafter designated portions of the above described lands to erect, maintain and use electric and telephone poles, wires, cables, conduits, water mains, water meter stations, water pressure reducing stations, water hydrants and water system structures, drainage lines and drainage ditches or drainage structures, sewer and other suitable equipment and structures for drainage and sewerage collection and disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, C.A.T.V., gas, lighting, heating, water, drainage, sewerage and other conveniences or utilities on, or over and under the following property reflected upon said plat:

1. All streets and other vehicular ways reflected upon said plat.
2. The Developer may dedicate said streets to the public or to a Bluebird Meadows H.O.A. or P.O.A.
3. A strip of land 6 feet in width parallel to and contiguous to all lot lines of each lot.

The Developer shall have the unrestricted sole right and power of alienating and releasing the privileges, easements and rights referred to herein. The owners, other than Developers, of the lot or lots subject to the privileges, rights and easements referred to herein, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over, or under the

RECEIVED
JAN 23 2007

property which is subject to said privileges, rights and easements. All such easements are and shall remain private easements and the sole and exclusive property of Developers and its successors and assigns.

O. Fences

Garden walls or fences, except barbed wire fences, may be constructed or erected on any lot except within 6 inches of a property line and except in the area outlined in Paragraph R. of these subdivision restrictions and provisions. However, any such fence or wall in excess of five (5) feet in height must be given specific written approval of the Committee prior to its construction.

This restrictive covenant shall not be construed so as to in any way lessen or limit the effect or intent of the preceding Paragraph O, which shall control this covenant in all cases of conflict. If it becomes necessary to partially or completely remove any such fence or wall in order to install and maintain utility or drainage facilities within any easements reserved herein, the cost of such removal and reconstruction, if any, shall be borne by the lot owner.

P. Sewage Disposal

No building shall be maintained or erected unless the owners thereof shall install sewage disposal facilities located and constructed in accordance with requirements, standards and recommendations of the Missouri State Department of Natural Resources and approved by the County Sanitarian.

Q. Water Supply

No privately owned water system shall be permitted upon any Lot or Parcel of Land of the properties covered by these Protective Covenants unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the Missouri State Department of Natural Resources and approved by the County Sanitarian and by the Committee.

R. Sight Distance at Intersections

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot 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 a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within (10) feet from the intersection of a street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

S. Nuisances

No noxious or offensive activity shall be carried on upon any part of the above described premises nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which may be or become offensive by reason of color, design or emission of odor, liquid, gas, smoke, vibration or noise or for any other reason.

T. Signs

No sign of any kind shall be displayed to the public view on any lot or upon any building or other structure thereon except signs erected by the developer in connection with its sale program or unless approved in writing by the Architectural Control Committee.

RECEIVED
JAN 23 2007

JAN. 23. 2007 9:57AM EIR RIVER TITLE NO. 8171 P. 9

U. Oil and Mining Operations

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

V. Business Prohibited

Except for the business of the developer in furtherance of its sale program, the practice of any profession or the carrying on of any commercial business of any kind, which has any outward appearance of a business or employs any persons, is prohibited.

W. Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at anytime as a residence, whether temporarily or permanently.

X. Reserved Properties

Any area upon a plat covered by this Bill of Assurance designated as "Reserved Properties" shall remain the privately owned and the sole and exclusive property of the Developers, their successors and grantees, and are reserved from the Bill of Assurance.

Y. Utilities Reserved from the Bill of Assurance

Utilities are specifically reserved into the Developer. It is contemplated that utilities for the Properties shall be furnished by companies or municipalities or improvement districts so engaged in the vicinity of the properties and the developer retains and has the exclusive right to negotiate contracts and agreements with such entities, under such conditions and for such consideration, which consideration shall belong to the developer, as it shall deem proper under circumstances. The utilities referred to shall include, but not be limited to:

Water,
Natural, Liquefied or Manufactured Gas System,
Electrical System,
Telephone System,
Antenna Television Transmission and Distribution Facilities and System.

In the event the Developer cannot negotiate contracts and agreements with local municipalities, improvement districts or companies to furnish the utility services aforesaid, it may, but shall not be obligated to do so, organize an improvement district or districts or a company or companies, to furnish such utility services, and shall have the right to enter into agreements with such district or districts, or company, or companies to furnish the utility services reserved, or any of them, even though such company, or companies, so organized shall be wholly or partially owned by the developer. Nothing herein contained shall be construed or interpreted as an obligation on the part of the Developer to provide the utilities reserved, although the Developer will use its best efforts consistent with economic feasibility to so provide same.

RECEIVED
R. M. M. M.

NO. 8171 P. 10
JUN 23, 2007 7:50AM LEX RIVER TITLE
IV. GENERAL PROVISIONS

A. Term


These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

B. Enforcement


Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, which proceedings may be brought either to restrain violation or to recover damages, including reasonable attorney fees, and any other legal expenses incurred. The Committee or any owner of one or more of the lots shall have the right to enforce the aforesaid subdivision restrictions by filing suit in any court of proper jurisdiction.

C. Severability

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force.



Robert E. Yocom



Rodney R. Horn

RECEIVED
