

RESTRICTIVE COVENANTS

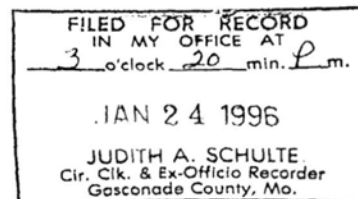
KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, *BLACK FOREST*, a Joint Venture consisting of ELMER F. BIRK and GLORIA J. BIRK, husband and wife (BIRK), and STADIUM PROPERTIES, a Missouri partnership consisting of John L. McGee and Richard C. Thomas, (STADIUM PROPERTIES), owns the following described real property situated in Gasconade County, Missouri and described on the survey which is recorded in Book 3 at Page 82 of the Gasconade County, Missouri records, and

WHEREAS, the undersigned desire to place certain restrictions and covenants upon that real property which is known as *Black Forest Subdivision* for its benefit and for the benefit of all future owners of that real property or any part thereof, and

WHEREAS, these restrictive covenants shall constitute covenants running with the land and desires that all future owners of this real property or any portion thereof shall be bound by and have the right to invoke and enforce these restrictions, and

NOW THEREFORE, the undersigned do hereby impose the following restrictions on the above-described real property, which restrictions shall be considered as covenants running with the land whether or not the same are mentioned in future conveyances and the restrictions shall be binding upon the undersigned and their successors in title and assigns. THESE RESTRICTIONS ARE INTENDED TO PROTECT ALL OF THE OWNERS OF THIS REAL PROPERTY AND ASSURE THEM A PLEASANT RESIDENTIAL SURROUNDING:



1. Each tract shall be used only for single family residential dwelling purposes and for no other purpose, and not more than one single family residential dwelling shall be constructed on each tract which shall not be less than three (3) acres.

2. No single family residential dwelling shall be permitted on any tract unless the following requirements are met:

(a) The finished living area of the main floor of a one-story dwelling must contain not less than 1,000 square feet.

(b) The finished living area of both floors of a two-story dwelling must contain not less than 1,200 square feet and the ground floor must contain not less than 750 square feet.

(c) The finished living area of all floors of a dwelling containing three or more levels must contain not less than 1,500 square feet and the main floor level must contain not less than 750 square feet.

(d) No mobile homes, "double-wides", house trailers or metal buildings shall be located on this real property for use as a dwelling.

(e) All dwellings shall be located on a permanent foundation and all dwellings shall have attached garages of a minimum of 160 square feet. The roof pitch for each dwelling shall not be less than five inches of vertical drop for each twelve inches of roof run (5/12 pitch). Campers, motor homes and other recreational vehicles may be located on this real property for periods not to exceed thirty (30) days, but no recreational vehicles shall be used as permanent residences on this real property. No dwelling, building or other structure shall be located within 50 feet of any public right-of-way and every dwelling shall be set back 25 feet from the nearest tract line.

The term "finished living area" as used herein shall be exclusive of and not include open porches, patios and garages.

3. No dwelling shall be permitted on any tract unless it contains an attached garage for one (1) or more automobiles.

4. No dwelling, building or structure shall be located on any tract closer than fifty (50) feet from the front boundary line, twenty-five (25) feet from each side boundary line and twenty-five (25) feet from the rear boundary line of the tract; provided, however, the Architectural Control Committee shall have the right to waive the side boundary line setback along the common boundary line between two (2) tracts which are owned by the same owners provided concurrently therewith said owners execute and deliver to the Architectural Control Committee for recording a recordable document reciting that said two (2) tracts shall be deemed one (1) tract and precluding the same from thereafter being treated as two (2) separate tracts, and provided further, the Architectural Control Committee shall have the right to designate the front boundary line of tract three (3) and the front boundary line of any tract which abuts two (2) or more roadways. For the purpose of this paragraph, open porches and steps shall not be considered to be a part of a dwelling.

5. No dwelling, building or other structure shall remain on this real property unless the exterior construction of the same is completed within one (1) year after the commencement of the construction thereon.

6. No dwelling, building or other structure shall be constructed or located on this real property unless the siding on

the exterior walls meets the requirements of the BOCA Basic Building Code in effect when these restrictions are recorded.

7. No fence shall be constructed on any tract which has a height greater than six (6) feet above the surface of the ground.

8. No partially dismantled, non-operating, unlicensed, wrecked, junked or discarded vehicle or equipment of any kind shall be permitted to be placed on or remain on this real property.

9. No tractor, tractor-trailer, trailer, truck body, truck trailer, camper or motorhome shall be permitted to be placed on or remain on this real property EXCEPT boats on boat trailers, garden tractors and riding lawn mowers can be stored in back yards.

10. No junk yard, storage yard, dumping ground, landfill or hazardous waste disposal area shall be placed on or be maintained on this real property.

11. No commercial or commercial agricultural operation or activity shall be permitted on this real property. No horses, hogs, sheep, goats or cattle shall be maintained on this real property, EXCEPT that horses and/or bovines may be kept on a tract provided the total number of horses and bovines does not exceed one (1) such animal per acre of land.

12. No illegal, noxious or offensive activities shall be conducted on any tract nor shall anything (including but not limited to activities generating odors, noise or unsightly appearance) be done on any tract which may be or may become an

annoyance or nuisance to a neighbor or to the neighborhood or which would substantially interfere with the use and enjoyment of neighboring tracts or the values of such tracts.

13. No tower, external metal tank or satellite dish shall be permitted (a) on any tract above the surface of the ground in the area between the front line of the dwelling (extended to each side tract line) and the public roadway leading to said tract nor (b) on a tract within one hundred (100) feet of the public roadway in the event a dwelling is not constructed on a tract nor (c) on a tract within twenty-five (25) feet from any boundary of a tract; provided, however, the requirements of this paragraph as to any tract may be waived in writing by the Architectural Control Committee.

14. Each building on a tract which is totally or partially destroyed by fire, windstorm or other casualty must be repaired or removed from the tract as soon as practicable after said destruction and said repair or removal work must commence within sixty (60) days after said destruction.

15. No sewage disposal system of any kind shall be permitted on any tract unless the same complies with all rules, regulations, ordinances and laws applicable to the same, and no sewage lagoon shall be installed or maintained on any tract unless the location of the same is approved in writing by the Architectural Control Committee.

16. No building not attached to a dwelling shall be permitted on this real property unless the same has been approved by the Architectural Control Committee. For the purposes of these restrictions, "building" includes, but is not necessarily limited to, mailboxes, dog pens, fences, benches, seats, gazebos, area lights, yard lights, sheds, unattached garages, driveways and satellite television dishes. No pens or runs for dogs or cats shall be permitted on any tract without the prior written consent of the Architectural Control Committee. No dog may be kept or maintained on any tract which barks causing disturbance to the occupant of any other tract. No dog shall be permitted to run at large off the premises of the tract unless either such dog is on a leash and under the control of a competent person, or such dog is under the control of a competent person and is obedient to the command of such person.

17. No tract of land in this subdivision may be subdivided into tracts or parcels smaller than three (3) acres, except for parcel No. 7 which shall not be divided into less than two (2) acre lots.

18. Before commencing construction, rebuilding or substantial remodeling of any dwelling or other structure on this real property, complete construction drawings and site plans (including drainage plans) shall be submitted to the Architectural Control Committee. The Architectural Control Committee shall approve or disapprove the same within five (5) working days. The Architectural Control Committee shall initially consist of Elmer F. Birk and

Gloria J. Birk. The Architectural Control Committee's address shall be Elmer Birk's real estate office in Hermann, Missouri. The Architectural Control Committee shall make unanimous decisions to approve any proposal. After one (1) years, a majority of the owners of the various tracts in this subdivision shall elect a new member. Every three (3) years on the first Tuesday in January that is not a national holiday, beginning in 1998, a majority of the owners of the various tracts in this subdivision shall elect a second new member of the initial committee. If at any time any person on the Architectural Control Committee shall become unable to serve for any reason, then the other member of that Committee shall select a new member so that the number on the Architectural Control Committee shall be two. Decisions of the Architectural Control Committee shall be based on reasonableness and shall follow good faith efforts by the members of the committee to serve the interests of the owners of this real property. The decisions of the Architectural Control Committee shall be final and binding unless overturned by the Circuit Court of Gasconade County which shall have exclusive jurisdiction in all matters regarding this real property.

19. No structure shall be covered with tar paper, rolled brick siding, tin or other building coverings generally regarded as coverings that diminish the value of structures. The front of each dwelling shall have at least 50 percent wood, stone or brick (exclusive of windows).

20. These restrictions shall be considered as covenants running with the land and shall bind the owners of this real property and any portions thereof, their heirs, executors, administrators, successors and assigns for a period of fifty (50) years from this date and if the owners, their heirs, executors, administrators, successors or assigns or anyone else shall violate or attempt to violate any of these covenants or restrictions during the fifty (50) year period, the owner of any portion of this real property may enforce these covenants and restrictions and in doing so shall have the right to proceed in law or in equity against any person or persons violating or attempting to violate any of these covenants and restrictions, either to restrain violation or attempted violation or for damages or both those remedies. Those remedies shall be cumulative and not exclusive. If any court action is decided in favor of any person enforcing these covenants or restrictions, then the party in violation of these covenants or restrictions shall pay the prevailing party a reasonable amount for the prevailing party's attorney's fees and the costs incurred in prosecuting that court action.

21. At any time hereafter, any of the foregoing Restrictive Covenants may be amended, modified or abrogated upon the written and recorded vote of the owners of more than one-half of the tracts described as *Black Forest Subdivision*.

22. The invalidation of any of these covenants or restrictions

by judgment or court decree shall not in any way effect the validity of any of the other provisions in this instrument and the unaffected provisions of this instrument shall remain in full force and effect.

23. Except on roadways or the tracts owned by the users, no person shall ride or use any of the following: horses, motorbikes, motorcycles, "4-wheelers", go-carts or other vehicles propelled by motors.

24. While boats and canoes are permitted for use on the lake located on this real property, no motors (electric, gasoline or otherwise) shall be permitted, no jugging lines, trot lines, live lines and no unattended fishing lines shall be permitted. The owners, members of their families and their guests shall abide by the LAKE RULES established by the Architectural Control Committee. Those rules shall be posted at or near the lake. Each tract owner and members of each owners' family shall have the right to use and enjoy the "Lake" which is shown on the survey which is referred to on the first page of these RESTRICTIVE COVENANTS.

25. No signs except one sign of not more than twelve square feet advertising property for sale shall be permitted on this real property.

26. At no time shall an owner be permitted to remove more than 50 percent of the trees existing on a lot when that lot is purchased by the owner. At no time shall anyone be permitted to

erect or maintain a dam or impound water or impede the natural flow of water.

27. The owners of each tract in this subdivision recognize and agree that it is in the best interests of all the interested persons that this real property and the various tracts be subject to annual monetary assessments which shall be made in favor of and promptly payable to the *Black Forest Homeowners' Association, Inc.*, a Missouri corporation, which will be formed ("the Homeowners' Association"). The first assessment shall be made on July 1, 1996 and on the first day of July of each year thereafter. The Homeowners' Association shall maintain the roads, lake and the shoreline around the lake including the dam and spillway. The Homeowners' Association shall maintain only those roads shown on the survey which is mentioned on the first page of these RESTRICTIVE COVENANTS. The Homeowners' Association shall assess each tract and each tract owner its prorata share of the costs for maintaining the roads. In the event a tract is subdivided, then each new tract shall be treated as a separate tract and each tract and its owner shall bear a prorata share of the costs for maintaining the roads, lake and shoreline around the lake including the dam and spillway. The initial annual assessment shall enable the Homeowners' Association to maintain the roads and lake. Initially, each tract shall be assessed ONE HUNDRED DOLLARS (\$100.00) for the maintenance of the roads and lake. The amount of the assessments shall be increased as required to enable the Homeowners' Association to

carry out its maintenance purposes. The failure of any tract owner to pay any assessment within thirty (30) days from the date notice is given shall constitute a breach of these covenants and shall empower any owner of any tract in this subdivision to collect such assessments. Additionally, unpaid assessments shall bear interest at the rate of fifteen percent (15%) per year. Interest paid to the Homeowners' Association shall be used to carry out the Homeowners' Association's purposes thereby benefitting the persons who timely pay their assessments. Any judgment rendered in court pursuant to the terms of these restrictions shall be a lien, subject only to a first deed of trust, against the tract upon which the judgment is entered.


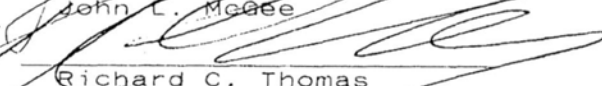
IN WITNESS WHEREOF, the undersigned have executed this instrument this 12th day of January, 1996.

BLACK FOREST, A Joint Venture
By: Elmer F. Birk (a/k/a Elmer Birk)
and Gloria J. Birk (a/k/a Gloria Birk), his wife


Elmer F. Birk
(a/k/a Elmer Birk)


Gloria J. Birk
(a/k/a Gloria Birk)

By: Stadium Properties, a Missouri partnership

By: 
John L. McGee
By: 
Richard C. Thomas

Being all of the partners of Stadium Properties, a Missouri partnership

Elmer F. Birk (a/k/a Elmer Birk) and
Gloria J. Birk (a/k/a Gloria Birk), his
wife, and Stadium Properties, a Missouri
partnership, being all of the members of
Black Forest, a Joint Venture.

Cynthia H. McGee
Cynthia H. McGee, spouse of John
L. McGee

Heather K. Thomas
Heather K. Thomas, spouse of
Richard C. Thomas

STATE OF MISSOURI)
) ss.
COUNTY OF GASCONADE)

On this 12th day of January, 1996 before me personally
appeared Elmer F. Birk, Gloria J. Birk and Stadium Properties by
John L. McGee and Richard C. Thomas to me known on their behalfs
and on behalf of *Black Forest, a joint venture*, who being first
duly sworn on their respective oaths, stated that they executed the
foregoing instrument as their free acts and deeds.

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

Lisa Jones
Notary Public

My commission expires: LISA JONES
NOTARY PUBLIC, STATE OF MISSOURI
COUNTY OF BOONE
My Commission Expires April 2, 1996

STATE OF MISSOURI } ss. IN THE RECORDER'S OFFICE
COUNTY OF GASCONADE }

I, Judith A. Schulte, Ex-Officio Recorder, within and for the county afore-
said, do certify that the instrument of writing hereto attached, with the
certificate thereon was filed for record in my office on the 24
day of January, 1996 at 3
o'clock and 20 minutes P.M., and that the same is duly recorded
in said office in Book 297 at Page 828. In Witness Whereof,
I have hereunto set my hand and affixed the seal of said office. Done at
of Hermann, Mo., this 24 day of January, 1996.

JUDITH A. SCHULTE, Ex-Officio Recorder

By Judith A. Schulte Deputy

Elkins-Swyers Co., Springfield, Mo. - V-4037

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Div 13
Pdt \$57.00
Cena. 03

EXHIBIT A

Prior to recording the plat, the property known as Black Forest Subdivision is described as follows: The SW $\frac{1}{4}$ of Section 3 and part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 10, Township 45 North, Range 5 West of the 5th P.M., described as follows: Commencing at the Northeast corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 10 and running South 0°03'25" West 615.46 feet to the North right-of-way of Hwy. #100, thence along the highway as follows: South 46°55' West 84.81 feet to point of curve, thence with right-of-way chord South 60°20' West 251.55 feet to point of tangent, said curve having radius of 543.66 feet; thence South 73° 40' West 374.4 feet; thence leaving the highway North 19°09' West 977.72 feet to the section line; thence South 88°47' East 961.44 feet to the point of beginning, containing 188.98 acres as per Birk Survey #11,156.

BK0313PG0816

D-1722

AMENDMENTS TO RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, *BLACK FOREST*, a Joint Venture consisting of ELMER F. BIRK and GLORIA J. BIRK, husband and wife (BIRK), and STADIUM PROPERTIES, a Missouri partnership consisting of John L. McGee and Richard C. Thomas, (STADIUM PROPERTIES), owns the following described real property situated in Gasconade County, Missouri and described in a survey recorded in Book 3 at Page 82 of the Gasconade County, Missouri records, and

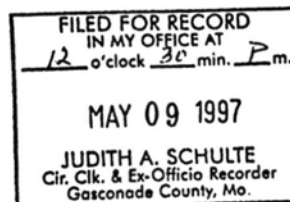
WHEREAS, the undersigned desire to amend the certain restrictions and covenants upon that real property which restrictive covenants are recorded in Book 297 beginning at Page 828 of the Gasconade County, Missouri records, and

WHEREAS, the undersigned are the owners of more than one-half of the tracts known as *Black Forest* Subdivision,

NOW THEREFORE, the undersigned do hereby amend the restrictions and covenants as follows:

First, Restriction #3 is amended to be:

No dwelling shall be permitted on any tract unless it contains an attached garage for one (1) or more automobiles. A garage for one (1) or more automobiles which is part of the basement structure satisfies the requirements of this restriction. In addition, the requirements of this restriction may be satisfied with the construction of an unattached 2-car garage provided that the same is built to the rear of the front of the dwelling.



Second, Restriction #11 is amended to be:

No commercial or commercial agricultural operation or activity shall be permitted on this real property. [The second sentence of that restriction, consisting of four lines, is hereby deleted.] However, one horse may be kept on a tract if the tract contains three or more acres.

Third, Restriction #19 is amended to be:

No structure shall be covered with tar paper, rolled brick siding, tin or other building coverings generally regarded as coverings that diminish the value of structures. The front of each dwelling shall have at least 50 percent wood, stone, brick or textured or grained metal or vinyl siding which is approved by the Architectural Committee provided for in Restriction #4.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 7th day of May, 1997.

BLACK FOREST, A Joint Venture
By: Elmer F. Birk (a/k/a Elmer Birk)
and Gloria J. Birk (a/k/a Gloria Birk), his wife

Elmer F. Birk

Elmer F. Birk
(a/k/a Elmer Birk)

Gloria J. Birk

Gloria J. Birk
(a/k/a Gloria Birk)

By: Stadium Properties, a Missouri partnership

By John L. McGea

John L. McGea

By Richard C. Thomas

Richard C. Thomas

Being all of the partners of Stadium Properties, a Missouri partnership

BK0313PG0818

Elmer F. Birk (a/k/a Elmer Birk) and
Gloria J. Birk (a/k/a Gloria Birk), his
wife, and Stadium Properties, a Missouri
partnership, being all of the members of
Black Forest, a Joint Venture.

Cynthia H. McGee
Cynthia H. McGee, spouse of John
L. McGee

Heather K. Thomas
Heather K. Thomas, spouse of
Richard C. Thomas

STATE OF MISSOURI)
) ss.
COUNTY OF GASCONADE)

On this 7th day of May, 1997 before me personally
appeared Elmer F. Birk, Gloria J. Birk and Stadium Properties by
John L. McGee and Richard C. Thomas to me known on their behalfs
and on behalf of *Black Forest, a joint venture*, who being first
duly sworn on their respective oaths, stated that they executed the
foregoing instrument as their free acts and deeds.

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

Lisa Jones
Notary Public

My commission expires:

LISA JONES
NOTARY PUBLIC, STATE OF MISSOURI
COUNTY OF BOONE
My Commission Expires April 2, 1998

STATE OF MISSOURI }
COUNTY OF GASCONADE } ss. IN THE RECORDER'S OFFICE
I, Judith A. Schulte, Ex-Officio Recorder, within and for the county afore-
said, do certify that the instrument of writing hereto attached, with the
certificate thereon was filed for record in my office on the 7
day of May 1997 at 1
o'clock and 30 minutes P M., and that the same is duly recorded
in said office in Book 313 at Page 816. In Witness Whereof,
I have hereunto set my hand and affixed the seal of said office. Done at
office in Hermann, Mo., this 9 day of May 1997.
JUDITH A. SCHULTE, Ex-Officio Recorder
By Danella R. Drunka Deputy
Elkins-Swyers Co., Springfield, Mo. - V-6612

pd \$24.00
inc A & C
JH



AMENDMENTS TO RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, BLACK FOREST, a Home Owners Association consisting of the property owners of the described real property situated in Gasconade County, Missouri and described in a survey recorded in Book 3 at Page 82 of the Gasconade County, Missouri records, and

WHEREAS, the undersigned desire to amend certain restrictions and covenants upon those real properties which are recorded in Book 297 beginning at page 828 of the Gasconade County, Missouri records, and

WHEREAS, the members of the Black Forest Home Owners Association are the owners of more than one-half of the tracts known as Black Forest Subdivision,

NOW THEREFORE, the members of the Black Forest Home Owners Association, by majority vote, do hereby amend the restrictions and covenants as follows:

RESTRICTION #2 IS AMENDED TO READ:

2. No single family residential dwelling shall be permitted on any tract unless the following requirements are met:

- (a) The finished living area of the main floor of a one-story dwelling must contain not less than 1,500 square feet.
- (b) The finished living area of both floors of a two-story dwelling must contain not less than 2,000 square feet and the ground floor must contain not less than 1,000 square feet.
- (c) The finished living area of all floors of a dwelling containing three or more levels must contain not less than 2,000 square feet and the main floor level must contain not less than 1,000 square feet.
- (d) No mobile homes, "double-wides", manufactured homes, house trailers, or metal buildings shall be located on this real property.
- (e) All dwellings shall be located on a permanent foundation and all dwellings shall have attached garages of a minimum of 400 square feet. The roof pitch for each dwelling shall not be less than five inches of vertical drop for each twelve inches of roof run (5/12) pitch. Campers, motor homes, and other recreational vehicles may be located on this real property for periods not to exceed thirty (30) days, but no recreational vehicles shall be used as permanent residences on this real property. No dwelling, building or other structure shall be located within 50 feet of any public right-of-way and every dwelling shall be set back 25 feet from the nearest tract line.

The term "finished living area" as used herein shall be exclusive of and not include open porches, patios, and garages.

RESTRICTION #3 IS AMENDED TO READ:

3. No dwelling shall be permitted on any tract unless it contains an attached garage for (2) or more automobiles. A garage for (2) or more automobiles which is part of the basement structure satisfies the requirements of this restriction. In addition, the requirements of this restriction may be satisfied with the construction of an unattached 2-car garage provided that the same is built to the rear of the front of the dwelling.

RESTRICTION #11 IS AMENDED TO READ:

11. No commercial or commercial agricultural operation or activity shall be permitted on this real property. No horses, hogs, sheep, goats or cattle shall be maintained on this real property.

RESTRICTION #13 IS AMENDED TO READ:

13. No tower, external metal tank or satellite dish shall be permitted (a) on any tract above the surface of the ground in the area between the front line of the dwelling (extended to each side tract line) and the public roadway leading to said tract nor (b) on a tract within one hundred (100) feet of the public roadway. In the event a dwelling is not constructed on a tract nor (c) on a tract within twenty-five (25) feet from any boundary of a tract; provided, however, the requirements of this paragraph as to any tract may be waived in writing by the Architectural Control Committee upon the written and recorded vote of more than one-half of all eligible tract owners.

RESTRICTION #14 IS AMENDED TO READ:

14. Each building on a tract which is totally or partially destroyed by fire, windstorm or other casualty must be repaired or removed from the tract as soon as practicable after said destruction and said repair or removal work must commence within sixty (60) days after said destruction and be completed within one year.

RESTRICTION #15 IS AMENDED TO READ:

15. No sewage disposal system of any kind shall be permitted on any tract unless the same complies with all rules, regulations, ordinances and laws applicable to the same, and no sewage lagoon shall be installed or maintained on any tract unless the location of the same is approved in writing by the Architectural Control Committee. All sewage disposal systems must be in good working condition.

ADD THE FOLLOWING SENTENCES TO RESTRICTION #16:

16. Dog pens may be permitted within these restrictions: Dog pen must be to the rear of the dwelling, have concrete flooring, chain link fence, 12 x 12 square feet, maximum of two dogs. If not kept clean, the Architectural Control Committee can have it removed.

RESTRICTION #18 IS AMENDED TO READ:

18. Before commencing construction, rebuilding or substantial remodeling of any dwelling or other structure on this real property, complete construction drawings and site plans (including drainage plans) shall be submitted to the Architectural Control Committee. The Architectural Control Committee shall approve or disapprove the same within five (5) working days. The Architectural Control Committee shall initially consist of Elmer F. Birk and Gloria J. Birk. The Architectural Control Committee shall make unanimous decision to approve any proposal. After one (1) year, a majority of the owners of the various tracts in this subdivision shall elect a new member. Every three (3) years on the first Tuesday in January that is not a national holiday, beginning in 1998, a majority of the owners of the various tracts in this subdivision shall elect a second new member of the initial committee. If at any time any person on the Architectural Control Committee shall become unable to serve for any reason, then the other member of that Committee shall select a new member so that the number on the Architectural Control Committee shall be three. Decision of the Architectural Control Committee shall be based on reasonableness and shall follow good faith efforts by the members of the committee to serve the interests of the owners of this real property. Deviation from any of these restrictive covenants by the Architectural Control Committee must be approved by eligible tract owners as outlined in these restrictive covenants. All decisions shall be final and binding unless overturned by the Circuit Court of Gasconade County which shall have exclusive jurisdiction in all matters regarding this property.

RESTRICTION #19 IS AMENDED TO READ:

19. No structure shall be covered with tar paper, rolled brick siding, tin or other building coverings generally regarded as coverings that diminish the value of structures. The front of each dwelling shall have at least 50 percent wood, stone or brick (exclusive of windows), and/or covered porch that is approved by the Architectural Control Committee and is included with the natural roofline of the dwelling.

RESTRICTION #21 IS AMENDED TO READ:

21. At any time hereafter, any of the foregoing Restrictive Covenants may be amended, modified or abrogated upon the written and recorded vote of the owners of more than one-half of the tracts described as *Black Forest Subdivision*.

Tract owners will get one vote for each tract in which the annual monetary assessment is paid. If annual assessment is delinquent for any reason, said tract owner's vote(s) will be disallowed until all assessments, plus penalties, are paid in full.

RESTRICTION #24 IS AMENDED TO READ:

24. While boats and canoes are permitted for use on the lake located on this real property, no gasoline motors, jugging lines, trot lines, live lines or unattended fishing lines shall be permitted. The owners, members of their families and their guests shall abide by the LAKE RULES established by the Architectural Control Committee. Those rules shall be posted at or near the lake. Each tract owner and members of each owners' family shall have the right to use and enjoy the "Lake" which is shown on the survey which is referred to on the first page of these RESTRICTIVE COVENANTS.

AMEND THE SECOND SENTENCE OF RESTRICTION #27 TO READ:

27. The first assessment shall be made on July 1, 1996, and on the first day of January of each year thereafter. [The remainder of Restriction #27 is unchanged.]

ADD RESTRICTION #28 AS FOLLOWS:

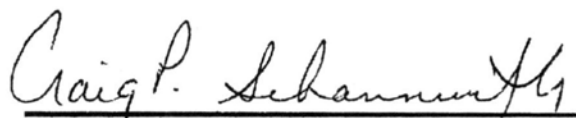
28. Damage to any street, road or water lines in the subdivision caused by heavy trucks or equipment delivering materials to any lot in connection with the construction of a home or repair of the same, or in connection with constructing improvements on the lots, or caused by any action by a member, shall be paid by the responsible member. Any new home to be constructed shall have a \$1,000 Construction Deposit posted with the Association by the builder. The \$1,000 will be refunded if, upon completion of construction, no damage has occurred to Association property or to adjacent properties, or such damage has been repaired.

IN WITNESS WHEREOF, the undersigned have executed this instrument the

9th day of July, 2001.

Black Forest Home Owner Association

By: Craig P. Schannuth, President


Craig P. Schannuth

STATE OF MISSOURI)
) ss.
COUNTY OF GASCONADE)

On this 9th day of July, 2001 before me personally appeared Craig P. Schannuth on behalf of the Black Forest Home Owners Association who stated he executed the foregoing instrument as directed by majority vote of the Black Forest Home Owners Association.

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



Patricia D. Heaney
Notary Public

My commission expires: 5/14/05





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2016-1121

PAMELA R. GREUNKE
GASCONADE COUNTY
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BLACK FOREST HOMEOWNER'S ASSOCIATION #2 ARTICLE FOR A LEAD BAN IN PUBLIC AND PRIVATE DRINKING WATER PLUMBING

Article No. VIII

Be it ordained by the Black Forest Homeowner's Association #2, state of Missouri:

Section I. Lead Ban – General Policy to be added as an Article to the Restrictive Covenants

A. Purpose. The purpose of this Article is:

- 1) To ban the use of lead materials in the public drinking water system and private plumbing connected to the public drinking water system; and
- 2) To protect subdivision residents from lead contamination in the subdivision's public drinking water system and their own private plumbing systems.

B. Application. This Article shall apply to all premises served by the public drinking water system located in, and serving, the Black Forest Subdivision.

C. Policy. This Article will be reasonably interpreted by the water purveyor. It is the purveyor's intent to ban the use of lead based material in the construction or modification of the association's drinking water system or private plumbing connected to the subdivision system. The cooperation of all consumers is required to implement the lead ban.

If, in the judgement of the water purveyor or his authorized representative, lead based materials have been used in new construction or modifications after January 1, 1989, due notice shall be given to the consumer. The consumer shall immediately comply by having the lead base materials removed from the plumbing system and replaced with lead free materials. If the lead base materials are not removed from the plumbing system, the water purveyor shall have the right to discontinue water service to the premises.

Section II. Definitions

A. The following definitions shall apply in the interpretation and enforcement of this Article.

- 1) "Consumer" means the owner or person in control of any premises supplied by or in any manner connected to a public water system;
- 2) "Lead base materials" means any material containing lead in excess of the quantities specified in Section II. A. 3;
- 3) "Lead free" means:

A. In General.

- 1) When used with respect to solder and flux, refers to solders and flux containing not more than 0.2 percent (0.2%) lead; and
- 2) When used with respect to pipes and pipe fittings, refers to pipes and pipe fittings containing not more than 0.25 percent (0.25%) lead.

B. Calculation

The weighted average lead content of a pipe, pipe fitting, plumbing fitting, or fixture shall be calculated by using the following formula: For each wetted component, the percentage of lead in the component shall be multiplied by the ratio of the wetted surface area of that component to the total wetted surface area of the entire product to arrive at the weighted percentage of lead of the component. The weighted percentage of lead of each wetted component shall be added together, and the sum of these weighted percentages shall constitute the weighted average lead content of the product. The lead content of the material used to produce wetted components shall be used to determine compliance with paragraph (A)(2). For lead content of materials that are provided as a range, the maximum content of the range shall be used.

- 4) "Public drinking water system" means any publicly or privately owned water system supplying water to the general public which is satisfactory for drinking, culinary and domestic purposes and meets the requirements of the Missouri Department of Natural Resources; and
- 5) "Water purveyor" means the owner, operator, or individual in responsible charge of a public water system.
- 6) "Exemptions"
 - (A) pipes, pipe fittings, plumbing fittings, or fixtures, including backflow preventers, that are used exclusively for non-potable services such as manufacturing, industrial processing, irrigation, outdoor watering, or any other uses where the water is not anticipated to be used for human consumption; or
 - (B) toilets, bidets, urinals, fill valves, flush-o-meter valves, tub fillers, shower valves, service saddles, or water distribution main gate valves that are 2 inches in diameter or larger.

Section III. Lead Banned from Drinking Water Plumbing

- A. No water service connection shall be installed or maintained to any premises where lead base materials were used in new construction or modifications of the drinking water plumbing after January 1, 1989.

- B. If a premises is found to be in violation of Section III. A., water service shall be discontinued until such time that the drinking water plumbing is lead free.

Date of Adoption: 5/1/16

Signature/Official Title: Kate Schmitt Date Signed: 5/3/16
Black Forest Water
Committee

Glenda R. Shockley



GLEND A. SHOCKLEY
My Commission Expires
November 13, 2016
Gasconade County
Commission #12414203

Payment Will Be Sent To:

Gasconade Cnty Mo Court

119 E First St

Hermann, MO 65041

Payment Receipt**Status:** Approved**Date:** 9:38 AM Friday June 26th, 2020**Agency:** Gasconade Cnty Mo Court**Form:** Gasconade Cnty Mo Recorder**Transaction ID:** 9528278**Authorization Number:** 165152**Email Address:** JJSFLOOR@GMAIL.COMTransaction Information**Name on Record:** DENNIS FOGARTY**Address:** 2301 GRAVOIS AVE ST LOUIS MO
63104**Cardholder Phone Number:** 314-772-3396**Type:** copies-marriageBilling Address2301 GRAVOIS AVE
ST LOUIS, MO 63104Credit Card Information**Name on Card:** DENNIS FORGARTY**Card Number:** **** * 6248**Expiration:** 04/2022**Payment Amount:** **\$26.00****Technology Fee:** **\$2.00****Total Payment:** **\$28.00**