



Image# 002747060005 Type: LAN
 Recorded: 10/10/2006 at 11:40:01 AM
 Total Amt: \$36.00 Page 1 of 5
 Christian County Recorder
 Roy Meadows Recorder of Deeds
 File# 2006-00020121

BK **2006** PG **19919**



**Declaration of Covenants, Conditions and Restrictions for
 The Final Plat of Creek Bridge, Phase One,
 A Subdivision in the city of Ozark, Christian County, Missouri**

This Declaration, dated October 9, 2006 and effective upon recording, is made by **Jerry L. Crawford and Dee A. Crawford**, husband and wife, as Grantor, referred to here as the Developer, who is the owner of:

The Final Plat of Creek Bridge, Phase One, Ozark, Christian County, Missouri containing: Lots One (1), Two (2), Four (4), Six (6), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Nine (29), Thirty-One (31), Thirty-Two (32), Thirty-Three (33), Thirty-Four (34), Forty-Three (43), Forty-Four (44), Forty-Five (45), Fifty-One (51), Fifty-Two (52), Fifty-Five (55), Fifty-Six (56), Fifty-Seven (57), Fifty-Eight (58), Sixty (60), Sixty-Three (63), Sixty-Four (64), Sixty-Six (66), Sixty-Seven (67), Sixty-Eight (68), Sixty-Nine (69), Seventy (70), Seventy-One (71), Seventy-Two (72), Seventy-Four (74) and Seventy-Five (75),

according to the plat recorded in Plat Book H, Page 378, in the Office of the Recorder of Deeds, Christian County, Missouri, referred to herein, with any lots or phases added to Creek Bridge later, as Creek Bridge.

Recitals:

The Developer owns and has improved Creek Bridge, and after obtaining the approval of the City of Ozark for the final plat for Creek Bridge, Phase One, desires to impose covenants, conditions and restrictions upon Creek Bridge, which are in addition to any conditions and restrictions upon the lots in Creek Bridge imposed by the ordinances of the City of Ozark and any other units of government. These covenants, conditions and restrictions are intended to bind the present and future owners of Creek Bridge, in Phase One and later phases, as covenants running with the land, in order to create a uniform plan of development.

At the time the Plat was recorded, by inadvertence this Declaration was not recorded. From the time the Plat was recorded, approximately 35 lots in Creek Bridge were sold by the Developer. The Developer has asked that owners of those lots ratify this Declaration by separate recorded instrument, in order to bind those lots to this Declaration.

The Developer has created the Creek Bridge Homeowners Association ("Association"), a Missouri nonprofit corporation, of which membership is inseparable from lot ownership, to which the common areas of Creek Bridge are dedicated and conveyed by plat and for which the Association is responsible for maintaining.

The streets of Creek Bridge are public streets, owned and maintained by the City of Ozark.

NOW, THEREFORE, Developer, as owner of the lots in Creek Bridge identified above, does hereby declare Developer's intent that all the lots in Creek Bridge be subject to and bound by this Declaration and shall be held, conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges of this Declaration, as follows:

1. No lot shall be used except for residential purposes; however, the Developer may use one or more homes as models with sales offices operated by the Developer's designee. "Residential purposes" does not include running a street through a lot to serve other residential lots. Not more than one dwelling house shall be constructed on any lot, and each dwelling house shall be designed for and used as the residence of only one family. "Family" is defined as a household consisting of no more than three adults, unrelated by blood, and any number of children for whom at least one of the adults is the natural or adoptive parent, guardian or foster parent of each of the children.
2. Each dwelling shall contain a minimum of 1,450 square feet of living area and an attached garage of sufficient size to accommodate two or more standard automobiles. While the Developer or the Developer's designee is using a home as a model, the overhead garage doors may be removed and framed in or replaced with a door, and the garage area may be used as a sales office.
3. No building, fence or wall shall be erected, placed or altered on any lot until the construction plans, elevation drawings, specifications and a plot plan showing the location of the proposed structure have been approved by the Architectural Control Committee ("ACC"). The ACC shall also have the right to approve or disapprove of the design, composition and structure of any mailboxes not attached to a dwelling house and to issue design guidelines for mailboxes erected on lots. Until the Developer has appointed an ACC, the Developer shall constitute the ACC.
4. No dwelling shall be erected closer than the building setback line as shown on the Plat to the boundary line of the lot on which the dwelling will sit. In determining compliance with setback lines, porches and decks, paved terraces (other than sidewalks and driveways) shall be included. The regulations of the City of Ozark regarding measurement of setbacks shall be followed.
5. The rear yard depth shall be at least 25 feet, as measured from the back lot line to the nearest part of the structure. All other building setbacks shall comply with the setback regulations of the City of Ozark.
6. No house or other building not constructed on a lot in Creek Bridge shall be placed upon any lot.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become a nuisance to the neighborhood.
8. Installation and maintenance of utilities shall be conducted in the easements therefor as shown on the Plat.
9. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or

maintained for any commercial purpose. "Commercial purpose" shall be interpreted to mean that not more than one litter of puppies or kittens or the offspring of any other household pets may be raised and sold from any single lot in any calendar year.

10. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising a lot or dwelling unit for sale or rent. Developer reserves the right to place and authorize signs of any kind to be posted by the Developer or any other entity approved by Developer.

11. No truck larger than a one-ton pickup shall be allowed to remain in Creek Bridge longer than the time necessary for loading or unloading of its cargo. This restriction shall not apply to construction vehicles while being used in the construction of buildings on lots in Creek Bridge.

12. The lawns of all improved lots shall be maintained in a neat and clean condition, with the grass being properly mowed at all times. For failure to maintain lawns in a neat and clean condition and to mow as needed to keep grass and weeds from being more than eight inches in height, Developer or the Association shall have the right to enter and mow such lot and charge the owner of such lot the sum of \$50 for each mowing, plus the reasonable costs of removal and disposal of debris, with such charge to be a lien on the lot in favor of the Developer or Association.

13. There shall be no incinerators, barrels, garbage cans or other trash containers, or junk, debris, litter or accumulations of branches or clippings visible from the street in front of any lot except on days of that trash pick-up is scheduled. Junk, debris, litter, branches or clippings, whether or not visible from the street, shall not be allowed to accumulate in front, side or rear yards.

14. The doors of all garages shall be kept closed at all times except when necessary for ingress or egress.

15. To the extent that this restriction does not conflict with federal law, no radio towers, antennas, and satellite dishes in excess of one meter in diameter, shall be erected on any lot or on the exterior of any house in Creek Bridge. However, television antennas that do not extend above the highest ridgeline of the house to which they are affixed are permitted, if installed on the side of the roof opposite the street on which the house fronts.

16. Recreational vehicles (including truck bed campers extending higher than the top of the truck cab, travel trailers, camping trailers, motor homes, and boats) may be stored on any lot, provided that they are behind a privacy fence at least five feet in height.

17. Commercial vehicles and construction or like equipment and trailers of any kind shall not be parked on any street in Creek Bridge except during service calls and deliveries.

18. No awnings shall be attached to any houses in Creek Bridge. This does not apply to patio covers not facing the street. The awning, if any, on any home being used as a model, shall be removed upon the conveyance of the model home by the Developer or builder.

19. No elevated tanks of any kind shall be erected, placed or permitted on any part of a lot, except as specifically authorized by the Developer in connection with the improvement of property within Creek Bridge.

20. No disabled motor vehicle shall be parked or kept on any lot or street for more than 24 hours. No vehicle repairs shall be conducted on any street, yard or driveway within Creek Bridge unless such repairs may be reasonably expected to be completed within 24 hours.

21. No dwelling house erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to being fully completed. Nor shall any residence, when

completed, be in any manner occupied until made to comply with the plans approved by the Developer, as required herein and the other covenants, conditions and restrictions of this Declaration and the City of Ozark. No trailer home or other temporary structure shall be placed or erected upon any lot unless approved by the Developer and the City of Ozark.

22. The Association has the right to assess, not less frequently than annually, each property owner for a fair share of the insurance (if any); maintenance (including snow removal), repair and replacement of the facilities that have been dedicated to the Association on any recorded plats for Creek Bridge, including stormwater detention areas, the swimming pool, signs and entrance features. The total amount of the assessments shall not exceed the actual costs incurred, plus an administrative charge not to exceed 10% of the actual costs. The Association shall have the right to impose a lien against the lots within Creek Bridge for the unpaid amounts of any such assessments, which are also personal obligations of the owners of each lot. Assessments not paid within 30 days of the date billed shall bear interest at the rate of 1% per month. The Association shall have the right to collect such assessments by non-judicial or judicial foreclosure or by seeking a personal judgment (without affecting the lien of the assessments), and shall be entitled to recover all costs of collection, fees for service of process, recording fees (and fees for recording releases of liens), court costs and attorney fees.

23. The Association also has the right, through its board of directors or through resolutions adopted at regular or special meetings, to make rules concerning the use of the common areas of the Creek Bridge. The rules may carry fines, secured by liens on lots, for violations, and the Association may seek enforcement of its rules by injunction or declaratory judgment and any other appropriate legal proceeding, with the prevailing party to bear the costs, including fees for service of process, recording fees (and fees for recording releases of liens), court costs and attorney fees.

24. Except as permitted in writing by the Developer, each and every purchaser of a vacant lot in Creek Bridge must commence and complete construction of a dwelling house thereon within one year of purchase. In the event that the purchaser has not complied with this requirement, Developer shall have the assignable option to repurchase the lot at the price the purchaser paid at any time within the period ending 60 days after the first anniversary of the date the purchaser's deed to the lot was recorded. Developer shall have the right to enforce any option created by this provision through the remedy of specific performance.

25. One storage building with a maximum floor area of 144 square feet is permitted per lot, provided that their exterior roof, siding, windows and doors are of substantially the same colors, composition and quality as the dwelling on the same lot, in the judgment of the ACC. No construction of a storage building may begin until the ACC has issued written approval of the plans for the storage building.

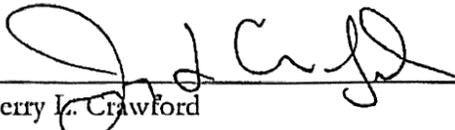
26. Subject to the right of partial amendment, as described below, the covenants, conditions and restrictions of this Declaration as a whole will endure for 30 years. After that, they will continue to bind Creek Bridge's owners for successive 10-year periods unless, before the 30 years has expired, the owners of a majority of the lots file proper amendments with the Recorder of Deeds, which amendments will become effective at the time recorded in the land records of Christian County, and the Declaration as a whole, as amended, will extend in force for a 10-year period beginning on the 30th anniversary of the recording of this original Declaration. If the owners of a majority of the lots do not amend the covenants before the 30 years has expired, the Declaration will continue to bind the subdivision's landowners for 10 more years. After the first 10-year period has expired after the initial 30-year period, the Declaration as amended will continue to bind the subdivision's landowners for another 10 years unless the owners of a majority of the subdivision's lots file amendments with

the Recorder of Deeds, which specify a different date at which the covenants, conditions and restrictions of this Declaration as a whole, as amended, shall expire.

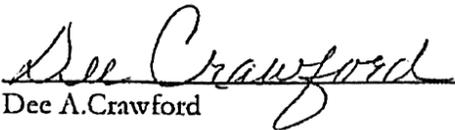
27. This Declaration may be amended in part or in whole only by the recording in the office of the Christian County Recorder an instrument of amendment, signed by the owners of a majority of the lots in Creek Bridge, or their proxies, with the instrument containing the certification that a meeting was held in Christian County for the purpose of adopting the amended provisions, after notice sent by first-class mail to all the owners of lots, as shown by the then current addresses for the owners of such lots as maintained by the Christian County Assessor, notifying the owners that a meeting would be held for the purpose of consideration of the proposed amended provisions, at least 10 days but fewer than 40 days after the mailing of the notice.

28. The Developer retains the right for a period of 24 months after the initial recording of this Declaration to make corrections of typographical errors and matters of form.

IN WITNESS WHEREOF, Jerry L. Crawford and Dee A. Crawford have signed this Declaration.



Jerry L. Crawford



Dee A. Crawford

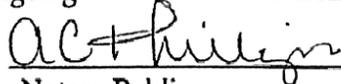
STATE OF MISSOURI)
COUNTY OF Christian)

ACKNOWLEDGMENT

On this 9 day of October, 2006, personally appeared before me, Jerry L. Crawford and Dee A. Crawford, husband and wife, known to me to be the persons who executed the foregoing, and they acknowledged the foregoing instrument to be their free act and deed.



A.C. PHILLIPS
Greene County
My Commission Expires
March 25, 2007



Notary Public

Printed Name: A.C. Phillips

A.C. PHILLIPS

29. Additional Development. The real property described on attached Exhibit A shall hereinafter be referred to as “Additional Development Property.” The owners of the Additional Development Property shall be allowed to develop such property as part of Creek Bridge Subdivision. The Additional Development Property may be annexed in in any portions and order as the owner thereof sees fit. Such owner(s) may add the Additional Development Property to the Creek Bridge Subdivision by amending this Declaration to include the Additional Development Property and confirming that such Additional Development Property shall be subject to the terms and conditions of the Declaration. No approval from any other lot owner in the Creek Bridge Subdivision shall be necessary to amend the Declaration to add such Additional Development Property.

30. Dues on Unimproved Lots. Notwithstanding anything herein to the contrary, the Association shall not assess any dues on unimproved lots within the Subdivision until such time as a home has been constructed on such lot and such home has been sold to a homeowner. It is the intention of this Section to encourage the development of homes by developers in the Subdivision by alleviating the financial burden of Subdivision assessments until such time as the developer has constructed and sold a home on the developer’s lots. In the event that a private homeowner purchases a lot in the Subdivision and constructs his or her own home on the lot, Subdivision assessments will begin when the home is completed.

31. Additional Development Phase III. The real property described on attached **Exhibit B** shall hereinafter be referred to as “Additional Development Property Phase III.” The owners of the Additional Development Property Phase III shall be allowed to develop such property as part of Creek Bridge Subdivision. The Additional Development Property Phase III may be annexed in any portions and order as the owner thereof sees fit. Such owner(s) may add the Additional Development Property Phase III to the Creek Bridge Subdivision by amending this Declaration to include the Additional Development Property Phase III and confirming that such Additional Development Property Phase III shall be subject to the terms and conditions of the Declaration. No approval from any other lot owner in the Creek Bridge Subdivision shall be necessary to amend the Declaration to add such Additional Development Property Phase III.