

AMENDED AND RESTATED
BLACKHAWK ESTATES NO. 1 BYLAWS AND INDENTURE
CAMDEN COUNTY, MISSOURI

This Amended and Restated Blackhawk Estates No. 1, Bylaws and Indenture (the "Indenture") made and entered into this 6th day of September, 1998, by and among the undersigned Owners of record of all Lots and parcels of land located within Blackhawk Estates No. 1, Amended Plat, a subdivision of record in Camden County, Missouri, as per the plat thereof recorded in Plat Book 8, page 13; Plat Book 5, page 77; and Plat Book 9, page 34 of the Camden County Records (the "Subdivision"), hereinafter collectively referred to as the "Owners" or "Members".

WITNESSETH, THAT:

WHEREAS, Blackhawk Estates No. 1, Amended Plat, is a subdivision of record in Camden County, Missouri, according to the Plat thereof recorded in the Office of the Camden County Recorder at Plat Book 8, page 13; Plat Book 5, page 77; and Plat Book 9, page 34; and

WHEREAS, the roadways within the subdivision and certain easements for recreation and common areas are shown on the Plat and those areas are for exclusive use and benefit of all Lot owners and to provide for installation and maintenance of public utilities, the Blackhawk water system and storm drainage purposes; and

WHEREAS, the original Indenture regarding restrictions, reservations, and conditions pertaining to Blackhawk Estates No. 1, Amended Plat, was recorded in Book 110, page 431 on July 14, 1958, by the owner of the property at that time, RESORT CORPORATION OF AMERICA, and a similar Indenture regarding restrictions, reservations and conditions pertaining to Blackhawk Estates No. 1, Amended Plat was recorded in Book 123, page 31, on May 26, 1962, by the then owner of the property, RESORT CORPORATION OF MISSOURI, and

WHEREAS, the Owners of the Lots of Blackhawk Estates desire and, by their signatures hereto, do hereby amend and restate the Indenture and to Impose these restrictions herein on the Property (as hereinafter defined).

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and covenants made by the parties hereto and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, their heirs, successors or assigns, any of the Lots and parcels of land in the Property, to amend and restate the Indenture as follows, to-wit:

ARTICLE I
DEFINITION OF TERMS

The following terms when used in this Indenture (unless the context requires otherwise) shall have the following meanings:

1. "Association" shall mean and refer to the owners of Lots in the Subdivision.
2. "Board" shall mean the Board of Trustees.
3. "Common Ground" shall mean and refer to all real property and the improvements thereof owned in trust by the Trustees and all easements, licenses and other rights held by the Trustees for the open spaces, streets, walkways, subdivision entrance ways and monuments, street lights, and other such areas and facilities as may be shown on the record plats of the Subdivision.
4. "Indenture" shall mean and refer to this Amended and Restated Blackhawk Estates No. 1, Amended Plat Bylaws and Indenture of Camden County, Missouri as from time to time amended.
5. "Lot" shall mean and refer to any plot of land, with the exception of Common Ground, shown on the recorded subdivision plat of the Property.
6. "Owner/Member" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers but excluding those having such interests as security for the performance of an obligation. In the event a lot is sold under a contract for Deed or a contract of sale, notice of which is placed of record in Camden County, Missouri, the purchaser (rather than the fee owner) will be considered the Owner.
7. "Property of Subdivision" shall mean and refer to the real property described in the Subdivision Plat of Blackhawk Estates No. 1, Amended Plat as recorded in Plat Book 8, page 13; Plat Book 5, page 77 and Plat Book 9, page 34.
8. "Trustees" shall mean and refer to those persons now and from time to time hereafter serving as Trustees under this Indenture.

ARTICLE II
TRUSTEES

1. Number of Trustees. There shall at all times be five (5) Trustees.

2. Qualification of Trustees. In order to serve as a Trustee, a person shall be: (a) at least twenty-one (21) years of age, and (b) an Owner of a Lot in the Subdivision.

3. Voting Rights. In all elections to fill Trustees positions, only Lot Owners shall have the right to vote. Such vote shall be in person or by written proxy delivered to the Trustees prior to the commencement of any meeting in which an election is to take place. Votes shall be allocated on the basis of one (1) vote for each Lot. If any Lot is jointly owned and all joint-Owners do not appear-at any meeting or execute a proxy, all joint Owners who do appear shall be entitled.to exercise a vote for that Lot, collectively, without-the requirement of a proxy from the absent joint Owner(s). In no event shall more than one (1) vote be cast with respect to any Lot. However, in the event that any Lot Owner is delinquent in the payment of any assessments or sums determined to be due under the provision of this Indenture, the right to cast a vote representing that Lot shall be suspended as to the Lot that is delinquent until such time as the amounts due and owing on that Lot have been paid in full and brought current.

4. Term of Office. In order to provide continuity, the parties desire to establish staggered terms among the Trustees. At the next meeting in which Trustees are to be elected by Owners there shall be the same amount of Trustees elected that there are vacancies at the time. The nominee receiving the highest number of votes to serve as a Trustee for a three (3) year term; and the nominee receiving the next highest number of votes to serve as a Trustee for a three (3) year term. In the event of a tied vote, or multiple tied votes, the length of terms of the nominees receiving the same number of votes shall be determined by the length of time the nominees have owned a Lot in the Subdivision (i.e., if nominee #1 and nominee #2 each receive one vote and nominee #1 owned a Lot in the Subdivision longer-than nominee #2, nominee #1 would serve the longer term). Thereafter, the terms for each Trustee elected shall be for a period of three (3) years.

5. Election of Trustees. Trustees shall be elected at the annual meeting of Owners, which shall be held in the Fall of each year at such place as shall be selected by the Trustees. Owners of 50% of all Lots plus one (1) additional Lot in the Subdivision shall constitute a quorum for the purpose of conducting a general business meeting and for the purpose of electing Trustees. Cumulative voting shall not be allowed with respect to voting upon any matter, and is hereby expressly prohibited. At least fourteen (14) days prior written notice of such meetings shall be given by the trustees to the Owners by first class mail, postage prepaid, addressed to each Owner. The Trustees may by notice given as aforesaid also call special meetings of the Owners at such time and place as they may determine for the purpose of conducting any business relating to the maintenance, preservation and welfare of the Subdivision.

6. Vacancies. Whenever any one or more of the Trustees shall die, be unable or unwilling to act, resign, become permanently disabled, fail to diligently perform the duties assigned to and assumed by him hereunder, cease to have an interest in a Lot as an Owner or an Officer of an Owner, or be the duly authorized and appointed representative of a Lot Owner, his or her position as a Trustee shall be automatically vacated and the remaining Trustees shall elect a successor or successors to fill the vacant position or positions for the remainder of the unexpired term or terms. The selection of a temporary Trustee shall be evidenced by the minutes of the Board meeting at which he was chosen.

7. Officers. The Board of Trustees will elect among themselves a President, a Vice-President, a Secretary, and a Treasurer.

(a) The President shall be chairman of and preside over all meetings of the Owners and Trustees; have general and active management authority over the business of the Subdivision; see that all orders and resolutions of the Trustees are carried into effect; execute all instruments required to be signed by the Trustees.

(b) The Vice-President shall be vested with all the powers and be required to perform all the duties of the President in his absence.

(c) The Secretary shall keep the minutes of the Owners' meeting; see that all notices are duly given in accordance with the provisions of this Indenture; be custodian of the Trustees' records; keep a register of the post office address of each Owner; and, in general, perform all duties incident to the office of Secretary.

(d) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Trustees, and shall deposit all monies and other valuable effects in the name and to the credit of the Subdivision in such depositories as may be designated by the Trustees and disburse the funds of the Subdivision as ordered by the Trustees.

8. Actions of Trustees. The Trustees are authorized to act through a representative; provided, however, that all acts of the Trustees shall be agreed upon by at least a majority of said Trustees. No Trustee shall be held personally responsible for his/her wrongful acts, and no Trustee shall be held responsible for the wrongful acts of others. No Trustee shall be held personally liable for injury or damage to persons or property by reason of any act or failure to act of the Trustees, collectively or individually. The Trustees from time to time serving hereunder shall not be entitled to any compensation or fee for services performed pursuant to this Indenture.

9. Resignation. A Trustee may resign during his/her term of Trusteeship by executing a written notice of resignation, acknowledged in the manner required by law for instruments affecting title to real estate, to the other Trustees, either by mailing such notice to them at their regular place of residence or delivering such notice to them in person.

ARTICLE III
TRUSTEES' DUTIES AND POWERS

The Trustees shall have the rights, powers, duties and authorities described throughout this Indenture including, but not limited to, the following:

1. Title to Common Property. The Owners hereby grant, bargain, sell, convey and confirm to the Trustees and their successors in Trust title to the private roads traversing and passing through common ground and recreation ground and easements within the Subdivision and now known as Blackhawk Estates No. 1, IN TRUST, however, for the exclusive use and benefit of all present and future Owners of Lots in the Subdivision, their heirs, personal representatives, successors and assigns, for the uses and purposes herein set forth and with all powers and duties herein granted or necessary or incidental to the execution of their trust. All easements shown on the plat of the Subdivision are hereby dedicated to those whom the easement is granted for the purpose of constructing, maintaining and operating poles, wires, and other facilities and utilities.

2. Control and Maintenance of Common Ground. To exercise such control over the easements, roadways, entrances and entrance markers, lights, gates, and shrubbery constituting Common Ground as necessary to maintain, repair, rebuild, supervise and insure the proper use of those elements, but not limited to the right to construct, operate and maintain on, under and over said easements and streets, pipes, poles, wires and other facilities and public utilities for services to the Lots, and the right to establish traffic rules and regulations for the usage of driveways, streets and parking areas in the Common Ground.

To maintain the Common Grounds and easements by repair, replacement, and/or improvements of paving, utility systems, lighting, landscaping and any and all other items in the interest of health, welfare, and safety of the owners to pay real estate taxes and to prescribe by reasonable rules and regulations the terms and conditions for the use of the Common Grounds and area of the Subdivision.

3. Easements. To grant easements for public utilities and cable television on and over the Common Ground which is in the best interest of the Subdivision.

4. Enforcement. To prevent, as Trustees of an express trust, any infringement and to compel the performance of any restriction set out in this Indenture or established by law, and also any rules and regulations issued by said Trustees governing the use of the Common Ground or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any Owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

5. Vacant and Neglected Lots. To clean up rubbish, debris, abandoned vehicles, boats, trailers, or other personal property and remove grass and weeds from and to trim, cut back, remove, replace and maintain trees, shrubbery and plants upon Lots in the Property, and the Owners thereof may be charged with the reasonable expenses so incurred. The Trustees, their agents or employees, shall not be deemed guilty or liable for any manners of trespass or any other act or any injury, abatement, removal or planting.

6. Plans and Specifications. As more specifically provided in Article IV hereof, to consider, approve or reject any and all plans and specifications for any and all buildings or structures, any additions or exterior renovations thereto, fences, satellite dishes, swimming pools, tennis courts, playground equipment, landscaping and docks proposed for construction, erection or installation on any Lot. In acting hereunder, the Trustees shall consider and apply the limitations and parameters established in this Indenture and shall otherwise use their discretion in determining what is best for the Subdivision as a whole, and in no event shall a decision to allow or disallow any item constitute precedent for any similar future request, nor shall such a decision be considered a reversal of any past request for similar approval.

7. Deposits. To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, swimming pool, tennis courts, or other structure in the Property in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent Lots and parcels, and that any and all damage to Subdivision improvements shall be repaired.

8. Insurance. To purchase and maintain in force such insurance as they may deem appropriate, including, but not limited to, property insurance and liability insurance protecting the Trustees and the Owners from any and all claims for personal injuries and property damage arising from use of the Common Ground.

9. Employment. In exercising the rights, powers and privileges granted to them in discharging the duties imposed upon them by the provisions of this Indenture, from time to time to enter into contracts, employ agents, servants and labor as they may deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Trustees.

10. Condemnation. In the event it shall become necessary for any public agency to acquire all or any part of the Common Ground for a public purpose, the Trustees are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary to that purpose. Should acquisition by eminent domain become necessary, only the Trustees need be made parties, and any proceeds received shall be held by the Trustees for the benefit of those entitled to the use of said Common Property.

ARTICLE IV

ARCHITECTURAL AND ENVIRONMENTAL CONTROL

1. Architectural Approval. No building, fence, wall, driveway or other structure, swimming pool, tennis court or improvement shall be commenced, erected or maintained on any Lot within the Subdivision, nor shall any exterior addition to, removal of all or any part thereof, or exterior change or alteration (structural or nonstructural) in any improvement on any such Lot be made, nor shall the grade or slope of any Lot be changed, nor shall any item, apparatus or device be attached to or the color or other exterior appearance of any structure upon any such Lot be changed until the plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location and configuration of the same shall have been submitted to and approved in writing by the Trustees. In the event the Trustees fail to approve or disapprove any design, materials, colors or location within forty-five (45) days after all required plans and specifications have been submitted to them, then approval will not be required and this provision will be deemed to have been fully complied with.

2. Architectural Restrictions. Without limiting any other provision of this Indenture or diminishing the authority of the Trustees under Section 1 of this Article, the following restrictions shall apply to all Lots within the Subdivision:

(a) No Lot shall hereafter be re-divided or sub-divided into more than one parcel nor shall any more than one single family residence be constructed on any one Lot. No part of the Property or of any Lot shall be used directly or indirectly for business or commercial purposes; provided that an Owner may maintain a business office in his home subject to the Rules and Regulations adopted by the Board and as long as the Owner does not conduct business with clients or customers or have employees physically on the premises, or park their cars on the property. All Lots shall be used solely for single family residential purposes and any multi-family residential housing or business is strictly prohibited.

Any residence on the various Lots may be rented or leased by the Owner thereof for single family residential purposes, provided, however, that the Restrictions shall be equally applicable to such tenants.

(b) None of the Lots may be improved, used or occupied for other than private single-family residence purposes, and no duplex, flat, bed & breakfast type building, or apartment house, although intended for residence purposes, may be erected thereon. Any residence erected or maintained on any of the Lot hereby restricted shall be designated for occupancy by a single family only. No trailer, tent, shack, shed, garage, travel trailer, recreational vehicle, mobile home, barn or outbuilding shall at any time, temporarily or permanently, be placed or erected on any of the said Lots for human habitation; however, this restriction shall not prevent the Association from erecting or placing temporary or permanent structures on any Lot owned by it or the Common

Ground and from using them for office, meeting or storage purposes or a permanent structure to store items necessary for the continual maintenance of the properties.

(c) Property lines shall be observed as shown on the plat of the Subdivision, and no building or any other improvement may extend beyond said property line.

(d) No building may be erected unless that building, including footings, roof eaves, covered decks, and screen porches are contained within the following setbacks as measured from the property line.

1. Side Yard: 10 feet or 10% of Lot's road frontage but not less than 7.5 feet.
2. Front Yard: 25 feet.
3. Back Yard: 25 feet.

Two or more Lots may be consolidated to constitute one sited Lot for but one dwelling, and the setbacks as herein provided will the apply to the Lots as consolidated.

(e) Each dwelling erected on one or more Lots shall provide for not less than two (2) parking spaces with a minimum size of 9' x 18' each, wholly contained within the property boundary. Further, all drive and parking surfaces shall be dust free.

(f) Recreational vehicles, personal watercraft, boats and boat trailers may be maintained on an individual owner's Lot provided that such vehicles are located fully -and completely on the Lot, are properly licensed and titled, and are properly maintained and do not constitute an eyesore, and do not exceed two in number. However, in no case shall any such vehicle be maintained on Common Ground or unimproved lot without the consent of the Board of Trustees. No vehicles, boats or boat trailers or other objects shall be placed or kept or maintained in the platted streets of the Subdivision overnight.

(g) Trailers, trucks (other than pickup trucks or vans), tractors, back-hoes, garden and maintenance equipment, etc. shall at all times be kept in an enclosed structure or screened from view of the public and other Lot owners. No repairs or maintenance work shall be done on any of the above, including automobiles, except minor emergency repairs, unless the same is done in an enclosed or screened area. No abandoned cars, motorcycles, trucks or other type of motor vehicles of any kind whatsoever, whether or not they are able to move under their own power, may be stored or suffered to remain upon any of the Common Ground or on any Lot. If any such vehicle is so stored or remains on the aforesaid premises, the Trustees may take the necessary steps to remove the same at the Owner's expense.

(h) No activity shall be conducted in the Subdivision which might be considered an annoyance, nuisance, noxious, offensive, unsafe or hazardous to any person or property and no firearms nor fireworks shall be discharged within the Subdivision.

(i) No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be-kept on any Lot. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats or other ordinary household pets; provided, however, in no event shall any animals with known vicious propensities be kept on any lot.

(j) Each Lot Owner and/or Occupant shall be responsible for keeping their Lot (including the area between the Lot line and any Subdivision road) clear of all trash, garbage, yard debris, or other offensive debris, objects or materials. Should a Lot Owner or occupant fail to do so, the Association or its assigns may enter upon such Lot and clean same. Such Owner or occupant shall be liable for the cost of such services and such shall be deemed an additional assessment due to the Association by such Lot Owner.

(k) Residential structures shall contain the following minimum square footage of living area, exclusive of basements, decks, porches and garages:

- i. Lot fronting on the Lake of the Ozarks, two thousand four hundred (2,400) square feet, and
- ii. All other Lots, one thousand eight hundred (1,800) square feet.

Each Lot Owner shall, before occupancy of any structure, be responsible for installing and maintaining his/her own Missouri state-approved sanitary waste system in compliance with Chapter 204 of the Revised Statutes of Missouri, which sanitary waste system and its design and location shall also be subject to the approval of the Board of Trustees prior to installation and the provisions of Article IV hereof.

(l) No building, (except within the building envelope), fence, wall or hedge or other landscaping shall be constructed or grown on the lake side of any Lot so as to block or impair the view of any neighbor. Further, any fences must be approved by the Board of Trustees.

(m) No live trees over six (6) inches in diameter, unless within the building envelope, shall be removed without prior approval of the Board of Trustees.

(n) Exterior lighting shall be low in intensity and shall not produce excessive glare to pedestrian or vehicular traffic.

(o) No swimming, fishing or boat dock anchored immediately adjacent to any Lot in the Subdivision shall be put in place until plans, specifications and location have been approved by the Board of Trustees and AmerenUE or the Corps of Engineers or any other regulatory authority charged with granting permits therefor.

(p) Once construction of a structure is approved by the Board of Trustees, work must start within thirty (30) days thereafter, and construction must proceed diligently and be completed within twelve (12) months, unless further application for extension is made. No Lot shall be used for storage of building materials for a period of more than sixty (60) days prior to construction, and shall be removed entirely after completion of the structure and all building materials shall be removed.

(q) All utilities shall be underground,

(r) No building shall be erected that exceeds 35 feet in height, from finish grade to ridge line.

(s) No residence shall be heated with soft coal or any other fuel that creates unusual or unsightly amount of smoke, anthracite coal, coke gas or oil distillates shall be permitted.

(t) Chimneys must be equipped with spark arrestor devices.

(u) Automatic irrigation systems may not be attached to the Subdivision's water supply.

(v) Open burning of trash, brush or unwanted building materials is allowed provided that the individual so burning has received a burn permit from the Lake Ozark Fire Protection District before he commences any burning.

(w) No signs are permitted within the subdivision, except to advertise the property herein for sale and no sign of that type shall be larger than two feet by three feet.

Invalidation of any Restriction set forth in this Article or contained anywhere in this Indenture or by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other Restrictions or any part thereof as set forth herein, but they shall remain in full force and effect.

ARTICLE V
ASSESSMENTS

1. General. There are hereby created General Assessments for Common Expenses as may be from time to time specifically authorized by the Board. General Assessments shall be allocated among all improved and unimproved Lots within the Association, in such proportion as shall be determined by the Board to be for the benefit of the Association as a whole. Each Owner is deemed to covenant and agree to pay the General Assessments. All such assessments, together with interest at the highest rate allowable under the laws of Missouri from time to time relating to usury for residential real estate loans, costs, and reasonable attorneys' fees, when allowed by law, shall be charge on the land and shall be a continuing lien upon the Lot against which each assessment is made.

Each such assessment, together with interest thereon and cost of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Assessments shall be paid in the manner and on such dates as may be fixed by the Board which may include, without limitation, acceleration of the annual assessment for delinquents. The Assessments shall be due January 1 of each year and shall be delinquent February 1 of that year.

2. Purpose. The assessments levied under this Article shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents and owners of the Lots in the Subdivision and in particular for the rendering of services in the furtherance of such purpose, including the carrying out of all functions herein authorized, and for the maintenance and operation of the Common Ground including, but not limited to, the payment of taxes and insurance thereon, and repair, maintenance, replacements and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and for such other needs as may arise.

3. Computation of Assessment. It shall be the duty of the Board at least sixty (60) days prior to the meeting at which the budget shall be presented to the membership, to prepare a budget covering the estimated costs of the Common Expense and of operating the Association during the coming year. The budget shall include a line item encompassing a reserve fund to be maintained in a separate account. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Lot for the following year, to be delivered to Owner at least fifteen (15) days prior to the meeting. The budget and assessments shall become effective unless disapproved at the meeting by a vote of at least a simple majority of the Association membership.

Notwithstanding the foregoing, however, in the event that the membership disapproves the proposed budget and assessments or the Board fails for any reason to so determine the budget and assessments for the succeeding year, then and until such time

as a budget and assessments shall have been determined as provided herein, the budget and assessments in effect for the then current year shall continue for the succeeding year.

4. Special Assessments. If at any time the Trustees consider it necessary to make any expenditure requiring an assessment additional to the annual general assessment, they shall submit a written outline of the contemplated project and the amount of the assessment to the then Lot owners. If such assessment is approved, either at a meeting of the Owners called by the Trustees, by a majority of the votes cast in person and by proxy, or on written consent of a majority of the total votes entitled to vote thereon, the Trustees shall notify all Owners of the additional assessment; provided, however, that in determining such required majority, each Owner shall be entitled to one (1) full vote, except that only those Lots that have paid all assessments theretofore made shall be entitled to vote. Notice of any special assessment hereunder shall be delivered to the owners, with such assessment becoming delinquent thirty (30) days after the date of such notice.

5. Individual Owner Additional Assessment. In addition to the General Assessment and Special Assessment, the Board may levy an "Individual Owner Additional Assessment" against any individual Owner for damage which has been committed by said Owner or said Owner's guest, employees, agents or invitees, to any Common Area property. Such assessment shall be in the amount of the repair cost or replacement cost of the damaged property in the Board's sole discretion.

6. Lien for Assessments. When a notice of a General, Special or Additional Assessment has been recorded by the Board or its assigns as provided for herein, such assessment shall constitute a lien on each Lot prior and superior to all other liens, except (1) taxes or governmental assessments which by law would be superior thereto, and (2) the lien of any first Mortgage of Deed of Trust of record with respect to notices of assessments recorded after the recording of the first Mortgage or Deed of Trust.

All fees and assessments, together with any penalties and interest, shall be the personal obligation of each Owner and shall also constitute a continuing lien on any Lot upon which such fees of assessments are imposed. Collection of assessments and penalties and interest may be enforced by:

- a. Lawsuit against the Owner personally obligated; and/or
- b. Lawsuit to foreclose the lien against any Lot which the fee or assessment is imposed.

The Board shall be authorized to file for record a notice showing the lien against any Lot upon which the fee, general, special or additional assessment has become delinquent. In addition, the Board shall add and collect any costs incurred in the filing of a lien for delinquent assessments, or the collection thereof, including court costs, reasonable attorney's fee and other cost associated with such collection.

Neither the Board, nor any person filing said notice on behalf of the Board, shall incur any liability whatsoever for the filing of any notice of delinquent assessments. Failure to file the lien notice shall in no way affect the validity of the Assessment or fee and shall

not be a prerequisite to filing suit to collect any such amounts due or to foreclose on a lien on an Owner's lot.

7. Non-Use of Common Areas. Failure of any Owner to utilize the Common Area or of any Owner to accept the services provided by the Association shall not relieve said Owner from the liability of any assessment or fee.

8. Keeping of Funds. The Trustees shall deposit the funds coming into their hands as Trustees in a bank protected by the Federal Deposit Insurance Corporation, the treasurer being bonded for the proper performance of his duties in an amount fixed by the Trustees.

ARTICLE VI
GENERAL PROVISIONS

These general provisions shall apply to the foregoing Indenture:

1. Enforcement. The Subdivision and its Lots shall be used only for single family residential purposes as may more particularly be set forth in this Declaration. Any Lot Owner, Mortgage holder or the Association, acting through the Board shall have the standing and the power to enforce use restrictions contained herein as if such provision were a regulation of the Association. In the event that legal action is necessary to compel compliance with any Restriction herein set forth, or provided for in the Rules, Regulations or By-Laws of the Association, the prevailing party in any such action shall be entitled to collect court costs and expenses and reasonable attorney fees from the Owner of any Lot violating the Restrictions or allowing the violation thereof. Enforcement of any of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants and may be brought to restrain any such violation and/or to recover damages thereto together with reasonable attorneys' fees and court costs.

2. Adjoining Tracts. The Trustees are authorized and empowered to cooperate and contract with Owners of adjoining or nearby tracts in the development and maintenance of facilities inuring to the benefit and general welfare of the Subdivision and its Owners.

3. Amendments. The provisions of this Indenture may only be amended, modified or changed by the written consent of seventy-five percent (75%) of all the Owners, (and not merely seventy-five percent (75%) of the Owners represented at a duly called meeting) with any such amendment, modification or change being recorded in the Office of the Recorder of Deeds for Camden County, Missouri. No amendment, modification or change shall reduce or modify the obligations or rights granted to or imposed upon the Trustees or eliminate the requirement that there be Trustees unless some person or entity is substituted for the Trustees with their responsibilities and duties in a manner approved by the governmental authorities or laws of the County of Camden, Missouri.

4. Severability. All covenants and agreements herein are expressly declared to be independent and not interdependent. No laches, waiver, estoppel, condemnation or failure of title as to any part of the Subdivision or any Lot in the Subdivision shall be of any effect to modify, invalidate or annul any grant, covenant or agreement herein with respect to the remainder of the Subdivision, saving always the right to amendment, modification or repeal as hereinabove expressly provided.

5. Invalidation. Invalidation of any one of the covenants of this Indenture shall in no way affect any other provision hereof.

6. Term. The covenants and restrictions of this Indenture shall run with and bind the Property for a term of twenty-five (25) years from the date of recordation of this Indenture, and shall inure to the benefit of and shall be enforceable by the Association or the Owner or Mortgagee of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, after which said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots subject hereto has been recorded agreeing to terminate this Indenture as of the end of any such ten (10) year period, but in no event prior to the vacation of the plat of the Subdivision. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such termination, and unless written notice of the proposed agreement of termination is sent to every Owner at least ninety (90) days in advance of any action taken.

7. Indemnification. The Association and each Owner shall indemnify every Member of the Board of Trustees against any and all expenses, including attorney fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be party by reason of being or having been a Member of the Board of Trustees. Board members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The Board members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, or behalf of the Association and the Association shall indemnify and forever hold each such Board member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Member of the Board may be entitled. The Board shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance.

8. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his or her right of enjoyment to the Common Ground area to the members of his or her family, tenants, and social invitees, except, as may be limited by the rules and regulations promulgated by the Board from time to time.

9. Integration with Prior Restrictions. Until such time as the provisions of the Indenture is terminated according to its terms, this Restated Declaration as amended from time to time shall be construed in conjunction with the Indenture and to the extent that any of the provisions hereof may be found by a court of competent jurisdiction to be invalid in whole or in part with respect to any Lot or Lots, the Board shall retain the powers granted in the Indenture with respect to said Lots.

10. Partition. Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition of the Common Area. This Article shall not be construed to prohibit the Board from acquiring the disposition of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

11. Appurtenances to Common Ground. The Owners of all private docks attached to Common Ground shall obtain a liability policy for accidents that may occur on their dock, and name the Blackhawk Estates No, I Board of Trustees as co-insured on the said policy, as well as execute a Waiver and Indemnification in favor of the Board as it may pertain to any liability that may arise on their respective dock.