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BENT TREE HARBOR HOME OWNERS ASSOC

COVER PAGE

TITLE OF DOCUMENT: **THE "AMENDED DECLARATION OF COVENANTS, RESTRICTIONS AND BY-LAWS"**

Page 11, Article III, Item 11 – Amendment Committees

Page 17, Article VI, Item 2 – Prefabricated Homes

Page 17, Article VI, Item 4 – Sewage & Wastewater Disposal

Page 21, Article VI, Item 12 – Nuisances

Page 22, Article VI, Item 14 – Motorized Vehicles

Page 38, Article IX, Section 1 - Employees

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GRANTOR: **BENT TREE HARBOR HOA, INC.**

GRANTEE: **N/A**

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Page 24

**THIS IS A COVER PAGE ATTACHED TO DOCUMENT FOR
RECORDING PURPOSES**

BENT TREE HARBOR
HOMEOWNERS'
ASSOCIATION, INC.

Amended Declaration of Covenants
& Restrictions
Voted and Approved APRIL 17, 2010
Revisions/voted changes 2011-2022
inserted

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AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS

WHEREAS, the Association is the owner of certain platted real estate located in Benton County, Missouri, which is more particularly described in Exhibit "A" (hereinafter referred to as "Subdivision"), which is attached hereto and incorporated herein by reference, which such Subdivision is a portion of that certain parcel of real property located in Benton County, Missouri known as Bent Tree Harbor,

WHEREAS, the Association is desirous of promoting, enhancing and protecting the value, desirability and attractiveness of said property;

WHEREAS, the Association believes that the establishment of mutual and beneficial use of restrictions and covenants is the most beneficial means of accomplishing this purpose;

WHEREAS, it is the purpose and intention of this Declaration to preserve said Subdivision as a restricted camping, recreational and residential neighborhood and to protect the same against certain uses by the adoption of a common neighborhood plan and scheme of restrictions; to apply that plan and restrictions to all of the lots and parcels in the Subdivision, and to mutually benefit guard and restrict the present and/or future title holders or occupants of any and all said parcels to foster the health, welfare and safety of all who own lots in said Subdivision;

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained are for the benefit of all persons who may purchase, hold or own, from time to time, any of the several lots covered by this instrument, and are intended to run with the land and be mutually enforceable; and

WHEREAS, the Association has been delegated and assigned the power and duties of maintaining and/or administering the Subdivision and such other designated facilities and services and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Association has or caused to be incorporated under the laws of the State of Missouri, as a not for profit corporation, BENT TREE HARBOR HOME OWNERS' ASSOCIATION, INC., for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Association declares that all of the property in the Subdivision, and such other portions of the Development, if any, as may hereafter be subjected to the scheme of this Declaration pursuant to Article VII hereof, is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale or lease of said property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof.

Article I
Definitions

The following terms as used in this Declaration are defined as follows:

1. **"Association"** means the Bent Tree Harbor Home Owners' Association, a Missouri non-profit corporation formed, which will be charged with maintaining and managing the property in the subdivision.
2. **"Board of Trustees" or "Board"** means the duly elected or appointed Board of Trustees of the Association.
3. **"Common Property"** means all of the real property, together with improvements which may at any time be constructed thereon, which will be conveyed to the Association for the use of Owners and their guests. Common property shall include all strips and parcels of land delineated as drives, lanes, circles of streets on each plat of the Subdivision, as well as all recreational facilities including the swimming pool, lakes, dams, shower houses, out houses and related facilities for disposal of wastewater in the Subdivision to be constructed.
4. **"Declaration"** means the Declaration of Covenants and Restrictions, as it may be amended from time to time.
5. **"Development"** means all of the real property owned by the Association known as Bent Tree Harbor and which is described above.
6. **"Owner"** means any person or legal entity, including the Association, who holds fee simple title, duly record, to one or more lots in the Subdivision, or who has beneficial title to one or more lots in the Subdivision pursuant to an executed contract for deed and who is current in his said payments under said contract for deed. A contract for deed shall be one where the purchaser is required to make payments for the property for a period extending beyond 9 months from the date of the contract, and where the purchaser does not receive title to the property until the full purchase price has been paid although the purchaser is given the use of said property.
7. **"Subdivision"** means all of the land and improvements now or hereafter submitted to this Declaration, as it may lawfully be amended or supplemented from time to time.

Article II
Conveyance of Common Property

The Association shall, contemporaneously with the recording of each plat of the Subdivision, grant, bargain, sell, convey, transfer, assign and set over unto the Association, its successors and assigns, all and singular, the Common Property shown on said plat of the Subdivision including the several strips and parcels of land delineated and set apart as drives, lanes, circles, streets or roads on said plat of said Subdivision, together with the swimming pool, lakes, dams and related facilities and facilities for disposal of wastewater in the Subdivision. Upon such conveyance, the Association shall be responsible for maintaining the Common Property in the Subdivision.

All common roads will have a speed limit of 15 MPH throughout the Subdivision. All vehicles must drive in a courteous manner while being operated on the common roads. Careless and imprudent driving will not be tolerated.

Article III Organization of Association

1. Non-Profit Corporation. The Bent Tree Harbor Home Owners' Association, Inc. is or will be formed as a Missouri Non-profit corporation and shall be empowered with the rights, powers and duties set forth herein and in its Articles of Incorporation and its By-Laws, as same may be amended from time to time.

2. Membership in Association. Each Owner of a lot in Bent Tree Harbor shall be a member of the Association until he ceases to be an owner. All accounts must have a current copy of one form of Identification on file in the Association's office. Forms of identification are a valid driver's license or non-driver identification. No current stickers will be issued until this identification is on file.

3. Transfer of Membership. The membership of each Owner in the Association is appurtenant to and inseparable from his ownership of a lot in Bent Tree Harbor and shall automatically be transferred upon any valid transfer of conveyance of his lot to any transferee or grantee. Membership in the Association is transferable only in connection with the conveyance of the lot giving rise to such membership, and any other transfer of assignment of membership shall be null and void. Once membership has been transferred, the transferor shall return stickers and guest passes to the Bent Tree Harbor office.

4. Voting. Each owner of a lot is entitled to one (1) vote for each lot owned. Each member in good standing shall be entitled to cast his/her votes at any annual or special meeting of the Association. Any owner in good standing with all fees paid in full seven (7) days prior to the annual or special election shall be entitled to vote either in person or by absentee ballot. The association shall distribute to each member an absentee ballot in the event they are unable to attend the meeting and vote in person. Distribution of absentee ballot may be made via US Mail and/or Email as specifically designated by the member. Notification of preferred method of receipt is the responsibility of the property Owner. In the event property owner does not provide notification of preferred method of receipt, absentee ballot will be mailed to the last known address of the property owner. If the member elects to cast their vote via the absentee ballot method, the ballot (both those distributed by US mail and/or email) must be filled out completely, contain original signatures and returned to the office in person or by return mail at owner's expense **no later** than seven (7) days prior to the meeting. Those ballots returned via US Mail must be postmarked no later than seven (7) days prior to the meeting in order to be considered as a valid vote

Notwithstanding any of the provisions of this Declaration to the contrary, a member's voting rights may be suspended by the Association for a period to be determined by the Board representing the Association if such member violates any provision of this Declaration, the Rules and Regulations or the Association's By-Laws, pertaining to the payment of assessments. In such event, the member whose voting rights have been suspended shall have no cause of action against the Association or the Board. **VOTED REVISED 4/27/19**

5. Quorum. Except as otherwise provided in this Declaration or the By-Laws of the Association, the provisions of this Declaration may be modified or amended by a vote of 51% of owners in good standing present, either in person or absentee ballot, at a duly called and scheduled meeting provided that a quorum of fifteen percent (15%) of the lots in the Subdivision are represented in person or by absentee ballot, 5% of eligible voters present.

6. Board of Trustees. The affairs of the Association shall be governed by a Board of Trustees, the number, term and qualifications of which shall be as set forth in the By-Laws of the Association.

7. Meeting of Owners. There shall be an annual meeting of Owners at the Bent Tree Harbor Community Building in Benton County, Missouri for the transaction of such business as may properly come before said meeting. The date of the meeting and the notice procedures for said meeting shall be set forth in the By-Laws of the Association. Any business relevant or pertinent to the affairs of Bent Tree Harbor may be transacted at any annual meeting. Special meeting, regarding special topics, may be called following procedures set out in the Association's By-Laws. Additionally, monthly informational meetings may be held as provided in the Association's By-Laws.

8. Election of Board of Trustees.

- a. The Trustees shall be elected by the Owners on a one lot – one vote basis, pursuant to the terms and provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association.
- b. In all elections of Trustees, each voting member in good standing shall be entitled to one (1) vote per lot(s) owned in accordance with the restrictive covenants. One (1) vote per lot may be cast for each position to be filled. The Person(s) receiving the largest number of votes shall be elected to fill the Board vacancies.
- c. Each year, by March 1st, any member in good standing may sign up to run for Trustee. The community building will be open the first two Saturdays in April between 10:00 a.m. to 12:00 p.m. to meet the candidates. Spouses and co-owners count as one member.
- d. One ballot, indicating the number of lots owned, shall be distributed to members entitled to vote. When more than one person owns an interest in a lot the ballot shall be provided to the designated voting member upon registration/check-in. All ballots and count sheets must remain in the Association's office for two years.
- e. Any Trustee who resigns from the Board, whether elected or appointed, shall not be allowed to be a member of the Board for three (3) years after their resignation, unless said members application to run again is approved by the Association.

9. Vacancies. If the office of any Trustee becomes vacant by reason of death, incapacity, resignation, or removal from office by the Board, the remaining Trustees by a majority vote shall choose a successor to fill the vacant position up to the time of the next annual meeting

wherein the successor may be voted upon and confirmed by a quorum of the Association Members. The successor must not have been removed, resigned, or voted out of office for a minimum of (3) years preceding the Appointment.. **VOTED REVISED 4/17/21**

10. Accounting: At each annual meeting, the Board of Trustees shall render an accounting of all moneys received, disbursed and held by it during and at the end of the preceding year.

11. Amendment Committees.

- a. Any homeowner in good standing may present suggestions for Covenants & Restriction and/or Bylaw language amendments between the dates of June 1 and August 1 of each calendar year preceding the upcoming annual election. Submissions will be date stamped upon receipt in the office and considered on a first come – first served basis provisional upon homeowner's agreement to all Amendment Committee requirements more fully described below.

VOTED REVISED 4/23/22

- b. While only one amendment per lot owner(s) may be authored or "chaired" for amendment changes each year, a homeowner MAY participate on multiple review committees assuming they are an owner in good standing with the Bent Tree Harbor Home Owners Association. All proposals should be written out in their entirety, inclusive of the proposed legal ease/language representing how the proposing member wants the amendment to read if it is approved for placement on the annual ballot. All proposals must be presented to the Association office no later than August first (1st) of each year or the proposal will not be presented to the Board of Trustees and final "all person" committee meeting. There should be no more than seven (7) proposed changes submitted to the voting property owners per year unless the review committee feels there are viable changes over seven (7) that should be placed on the ballot for change

VOTED REVISED 4/23/22

- c. Any homeowner who has submitted proposal changes is required to present said proposal to a homeowner review committee consisting of at least two (2) other homeowners in good standing to discuss the final language that should be used in their amendment. Upon finalization of language the homeowner review committee must present their written proposed changes to the office by October 10th. A final meeting with all homeowner review committee members and a minimum of two (2) Board of Trustees members must take place no later than October 14th of each calendar year. The homeowner proposal review committee must consist of at least three non-trustee association members (the author/chair and two (2) additional members) in good standing. All committee members and trustees present at the final meeting will be required to sign a notarized Amendment Committee Document that documents all meeting minutes and proposed language changes prior to placement of any amendments on the ballot. All meeting minutes and documentation must be permanently kept on file in the office.

VOTED REVISED 4/23/22

- d. All proposed amendments duly presented and accepted by the homeowner review committee and a minimum of two (2) Trustees shall be sent to all owners in good standings to be voted on at the next annual meeting. **VOTED REVISED 4/23/22**

12. Amendments: The provisions of this Declaration may be modified or amended by a vote of 51% of owners in good standing present, either in person or absentee ballot, at a duly called and scheduled meeting provided that a quorum of fifteen percent (15% of the lots in the Subdivision are represented in person or by absentee ballot, with 5% actually present. Any and all approved modifications or amendments must be updated in the written Declarations, Covenants and Restrictions and/or Bylaws and duly recorded with the Benton County Recorder's office within 14 business days of the date of duly called and scheduled meeting in which the vote was taken to make said modifications and/or amendments to this Declaration. **VOTED REVISED 4/17/21**

Article IV

Rights and Powers of the Association

1. Powers of the Association. The rights and powers of the Association shall be exercised through its Board of Trustees and shall include, but not be limited to, the following:

- a. The Association is a legal entity and shall have the capacity and right to sue as such and shall have the right and duty to enforce, either in the Association's own name or in the name of any Owner within the Subdivision, any and all restrictive covenants and restrictions which may now or may hereafter be imposed upon any of the lots in the Bent Tree Harbor Subdivision. The rights and powers of the Association set forth herein may be enforced by the Owners. The Association shall at all times exercise its rights and power for the sole benefit of the Owners.
- b. The Association shall have the power to construct, reconstruct, improve, contract for, maintain or repair streets or roadways of any kind upon the several strips of land herein conveyed or to be conveyed to it as the property is subdivided and which are designated on the plats thereof as streets, drives, lanes, roads, and walkways, and to repair and maintain any dams, lakes, swimming pools and related facilities to be constructed on the Subdivision property.
- c. The Association shall have the right and power to provide for the plowing or removal of snow from the aforesaid streets, roadways and trail ways.
- d. The Association shall have the right and power to plant, care for, spray, trim, protect and replant shrubbery and to sow or re-sow, trim and care for grass in or upon the drives, streets, lanes, and roads herein conveyed to it or to be conveyed, in or upon any other areas of the Subdivision.
- e. The Association shall have the right and power to provide lights in or on all drives, lanes, circles, streets or roads, and on or at all gateways or entrances, or in such other places in or about the property covered by this Declaration as the Board of Trustees may determine.

- f. The Association shall have the right and power to grant easements in, over, along and under the streets, drives, lanes, or roads conveyed to it for any of the purposes set out in Article IV hereof.
- g. The Association shall have the right and power to grant right-of-way easements to electric companies, telephone companies and other utilities in order to permit them to place, replace, construct, reconstruct, operate, repair maintain and relocate thereon and in or upon all streets, roads and highways abutting said lands, either above ground or underground or a combination of both, a distribution line or system for the purpose of furnishing service to the Subdivision, and to extend said line or system in the future on and across the above-described tracts that may be subdivided and platted into separate lots to enable the utilities to furnish service to others, and the right to have ingress and egress to, from and over the above-described lands, in order to utilize the easements granted; and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said line or system; to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.
- h. The Association shall have the right and power to construct, to operate, to lease, to purchase, or in any other manner to construct, or provide for wastewater disposal facilities, drainage, water, gas, electricity, street lighting, telephone service, or fire protection facilities to serve all or any part of the Subdivision, either in its present state or as subdivided, subject to all provisions of applicable law, federal, state and local. In providing for such services or facilities, the Association may make use of or may convey, transfer or assign whole or partial rights in and to the easements created by this Declaration, or easements created and set out on the plats of the Subdivision.
- i. The Association shall have the right and power to provide for and maintain tennis courts, playgrounds, gateways, entrances, drinking fountains, lakes and related facilities, streams, and other ornamental or recreational features in said Subdivision on any lands set aside for the general use of the Owners of the lots in said Subdivision or to which the said Owners have access and the use thereof. The Association shall have the right and power to construct or maintain such boat dock facilities as it may deem necessary for the use and benefit of Owners of lots in said Subdivision on the above described property. The Association shall further have the power to regulate and determine the size of motors to be used on boats on the lake or lakes and the use of boats thereon.
- j. The Association shall have the right and power to care for and maintain any and all vacant lots and the lake and lakefront in said Subdivision, remove weeds and cut grass thereon, to pick up and remove there from loose materials, trash and rubbish of all kinds, and to do any and all other things necessary or desirable in the judgment of the Association to keep such vacant or unimproved property and said lake and lakefront neat in appearance and in good order. If an owner does not mow and keep his lot free of weeds, the Association shall have the right to mow and clean up said lot, upon giving the Owner fifteen (15) days prior written notice of its intention to do so, and to charge such Owner a reasonable fee for such service. The Association shall also have the right to remove debris, trash, or any unsightly accumulation of materials or junk from lots, in the event the Owner fails to do so, upon giving Owner fifteen (15) days prior written notice of its intention to do so. "Unsightly

accumulation of materials shall include disabled, inoperative, abandoned, or unlicensed vehicles. The term vehicles shall include cars, trucks, motorcycles, and boats. These so defined vehicles may not be left on a lot for more than 30 days unless they are out of view inside of a storage building or garage. If an owner's property is wrecked, damaged, or destroyed by wind; weather, fire, or human activity the owner will make arrangements within (15) days of notification of condition to remove, fix or otherwise correct the property that is in disarray." In addition, the Association shall have the right to cause all wastewater disposal facilities on lots to be pumped to assure compliance with the Health Department's regulations and standards, upon giving the affected Owner fifteen (15) days prior written notice of its intention to do so. Owner's failure to pay the charge for the above referenced mowing or cleaning of his lot, pumping of wastewater and sewage, or removal of debris or unsightly accumulation of materials undertaken by the Association shall give the right to the Association, or its designee, or place a lien against the Owner's lot for said charge and to collect therefore in an action in debt. All owner voting rights shall be automatically suspended until all liens pertaining to this Section J are paid in full.

k. The Board of Trustees have the authorization from the property owners of Bent Tree Harbor Home Owner's Association to take the necessary steps to enforce any and all articles and/or regulations listed in the Covenants and/or Bent Tree Harbor Home Owner's Association. A majority of Trustees shall govern the procedure(s) to be followed. Any fees or legal costs incurred shall be paid by the property owner in violation.

l. The Association has the right and power to administer fees to any Owner and/or their guest in violation of the Rules and Regulations and/or Covenants herein.

2. Financial Limitations of the Board of Trustees.

a. The Board shall have the right to sell, trade or dispose of any Association equipment that is worn out, unsafe or not usable without member's approval by posting a 30-day notice at the office and guardhouse prior to the sale.

b. The Board shall have the right to sell, trade, or dispose of any property that has been donated to the Association by an individual owner without member's approval by posting a 30-day notice at the office or the guardhouse prior to the sale.

c. The board shall not commit the members to any financial obligations above \$7,500.00 without the prior approval of the members. **VOTED REVISED 4/20/13**

d. Should the need arise whereby the Board needs to seek member's approval of financial obligations, the Board shall make known its intentions by posting a 30-day notice of the meeting at the office, guardhouse, and/or other locations in Bent Tree Harbor.

Article V
Assessments by the Association

1. Purpose of Assessments. The Association is hereby authorized, empowered and granted the right to make assessments upon and against the lots in the subdivision or the purpose of carrying out the general duties and powers of the Association as described herein and for the further purpose of enabling the Association to defend and enforce the restrictive covenants as hereinafter described.

2. Annual Assessments. Each current property owner shall be required to pay to the Association, an annual assessment of **\$180.00** for the first lot owned and **\$67.50** for each additional lot owned. The annual assessment may be raised by a vote at an annual or special meeting. All payments must be paid directly to Bent Tree Harbor Home Owners' Association. **VOTED REVISED 4/17/21**

3. Payment of Assessments. All the above referenced assessments shall be due at the time of purchase. Subsequent annual assessments on all lots shall be paid by December 31st of every year and will be considered past due on December 31st. Members with unpaid balances due on their accounts will not receive new stickers or be permitted to have guest privileges and will not be permitted to drive on Bent Tree Harbor common roads, or be allowed access to any other Bent Tree Harbor common areas and/or properties until amounts owing to Bent Tree Harbor are satisfied. Any owner not in good standing known to be in violation of the common property rules set forth in the covenants herein, shall be subject to fines, and/ or possible legal actions. **VOTED REVISED 4/17/21**

4. Unpaid Assessments. Members with unpaid assessments will be subject to collections, lien and/or foreclosure of one or all of their property(s). All fees including, but not limited to, all assessments currently due, finance charges (late fees), attorney's fees and court costs accumulated to collect on a past-due balance will be the responsibility of the Owner. Any member having caused the Association to foreclose on any lot(s) through court proceedings will be banned from entering Bent Tree Harbor as a guest of another Owner or otherwise.

5. Owner Guests. Any Owner who is current on their assessments, allowing guest privileges to another Owner having past-due assessments will be notified of a minimum twenty-five dollar (\$25.00) fee to be charged to their account upon each visit from the delinquent Owner. In addition, the current owner will relinquish all rights to voting privileges and vehicle stickers until resolved.

6. Account Balances. All account balances owed at the time of sale of any lot(s) by Owners must be paid in full either by the seller or the buyer.

7. Special Assessments. If the annual assessments collected from Owners are at any time inadequate to meet the cost and expenses incurred by or imposed upon the Association for any reason, the Association may levy a special assessment on the Owners in such amount as the Association determines to be necessary. In such event, the Association shall transmit in writing to the Owners, for their approval, the reason for the special assessment and the amount of the special assessment required. If the special assessment so stated is approved at a meeting of the Owners, duly called and held in the manner provided by the Declaration and By-Laws, the Association shall notify all Owners

of the special assessment. At no time shall any special assessment exceed twenty-five dollars (\$25.00) per owner, per year.

A special assessment is due and payable after thirty days of receipt of notice.

8. Notice of Assessments. Notice of all assessments levied by the Association will be mailed to the last known address of the owner. Upon request pump-out services are available through Bent Tree Harbor. Pump-outs must be paid for within 10 days of service. If pump-out is not paid, a bill will be generated. Distribution of bill may be made via US Mail and/or Email as specifically designated by the member. Notification of preferred method of receipt is the responsibility of the property Owner. In the event property owner does not provide notification of preferred method of receipt, bill for services will be mailed to the last known address of the property owner. If owner owes for one pump-out or any other assessments, there will be no more pump-outs made until the assessments and/or any pump-out balances are paid in full. Notification of change of mailing or email address to the Bent Tree Harbor Office is the responsibility of the owner. **VOTED REVISED 4/27/19**

9. Interest on Assessments and Creation of Lien. Every assessment which becomes 30 days delinquent shall bear interest at the rate of ten percent (10%) per annum until paid, and such payment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. At any time after levying of an assessment, the Association may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lot and cause same to be recorded in the office of the Recorder of Deeds, and the Association may, upon payment, cancel or release any one or more lots from liability of assessments (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the Owner) a release of such assessment with respect to any lot or lots affected, and the Association shall cause to be noted from time to time in the Association records, the payment made on account of assessments. The Association may institute proceedings to collect the past due assessments or foreclose the lien imposed by the failure to pay assessments under this declaration in a court of competent jurisdiction. Any and all fees accrued for collection will be the responsibility of the Owner.

Article VI **Restrictive Covenants**

1. Applicability. These covenants are applicable to the entire Bent Tree Harbor Subdivision, shall run with the land and shall be binding upon all parties having or acquiring a lot or any right, title, or interest therein, and shall be for the benefit of each Owner, his heirs, successors and assigns. The use and enjoyment of each lot in the Subdivision is subject to the rights and powers of the Association established by this instrument and these restrictive covenants, as the same may hereafter be amended. These restrictive covenants are mutually enforceable by the Association and each Owner and shall be applied uniformly to every lot.

2. Prefabricated Homes.

- a. Prefabricated homes, buildings and/or structures must be no more than three years old to be considered for approval or placement within Bent Tree Harbor. Under no circumstances will a home, building and/or structure older than three years be permitted to enter Bent Tree Harbor without prior board approval. Photographs must be attached and included with every permit request and returned to Bent Tree Office along with a ten dollar (\$10.00) permit Fee.

VOTED REVISED 4/23/22

- b. Under no circumstances will a prefabricated home, camper, trailer, building and/or structure be moved or transferred from one lot to another without application for permit being made and approved. Any prefabricated home, camper, trailer, building and/or structure being transferred within Bent Tree Harbor may not be done without prior board approval. Photographs must be attached and included with every permit request and returned to Bent Tree Office along with a ten dollar (\$10.00) permit application fee prior to the initiation of any such work being allowed to commence. **VOTED REVISED 4/23/22**
- c. Removal and/or demolition, disassembly or scrapping of any prefabricated home, camper, and/or building/structure located within Bent Tree Harbor must apply for a 30 day permit at a cost of ten dollars (\$10.00) with a fifteen day (15) extension being made available at an additional cost of ten dollars (\$10.00). All permits and/or extensions must be approved by the Board of Trustees prior to the commencement or initiation of any work. The lot where removal and/or demolition, disassembly or scrapping is being done must be cleared of all debris within the time frame of permit or an automatic Five Hundred Dollar (\$500.00) fine will be assessed. Additionally, a ten percent (10%) penalty will be assessed against the Five Hundred Dollar (\$500) fine for each subsequent fifteen (15) day period required in excess of the first extension. NO DEBRIS OR SCRAP may be deposited in Bent Tree Harbor dumpsters or other common Bent Tree Harbor grounds. Each lot owner will be responsible to acquire their own dumpster and MUST have all debris and/or scrap removed from the lot at their expense within the permitted time frame. Upon completion of any demolition efforts, the lot must be inspected and approved by Trustees. Failure to comply with these requirements may result in legal actions. **VOTED REVISED 4/23/22**

3. Underground Lines. All underground lines (electric, phone, etc.) crossing the common road areas must be buried at least eighteen to twenty-four inches (18" - 24") deep as to not interfere with road grading. All overhead lines must be at least eighteen feet (18') above all the common road areas as to not interfere with dumping of gravel. The Association will not be responsible for any damaged lines not in compliance. The Association shall have the right to disconnect any service in the event of a possible danger or hazardous situation at no cost to the Association of damages. This applies to ALL lots within the subdivision. If any damage is done to Bent Tree Harbor property while laying any lines, the property must be brought back up to the condition it was in prior to such damages.

4. Sewage and Wastewater Disposal. Before any improvement are erected on a lot(s) in part or parts of the Subdivision, the lot Owner shall first apply for and obtain a permit for installation of approved sewage and wastewater disposal facilities from the Association and is required to obtain a copy of the Health Department permit for all permanent holding tanks as well as septic tanks and soil

absorption fields to remain on file at the Association office. The holding tanks MUST be concrete and not of plastic material and be a minimum of 1000 gallon tank. All systems shall be designed and installed by a licensed installer, registered in the State of Missouri and all computations, soil percolation tests, drawing and other related documents must be in compliance with the specified Missouri codes. Septic tank systems shall not pollute adjoining properties. Each lot owner shall be required to cause said holding tank to be regularly pumped by Bent Tree Harbor (at a minimum of every 6 months) and/or any person, firm or corporation approved by the Trustees and the state of Missouri in order to assure compliance with the Missouri Clean Water Law. Any homeowner choosing to have holding tanks pumped by any qualified external person, firm or corporation MUST submit proof of pumping service once yearly no later than January 1 of each calendar year. In addition, the Association shall have the right to cause all wastewater disposal facilities on lots to be pumped to assure compliance with the Benton County Health Department's regulations and standards, upon giving the affected Owner fifteen (15) days prior written notice of its intention to do so at a charge of the current fees charged by Bent Tree Harbor. Owner's failure to pay the charge for the above referenced pumping of wastewater and sewage shall give the right to the Association, to place a lien against the Owner's lot for said charge and to collect therefore in an action in debt. All owners's voting rights shall be automatically suspended until all liens pertaining to this section are paid in full. **VOTED REVISED 4/23/22**

Anyone using a portable pump and tank to remove sewage and/or water from any system installed on a lot shall be referred to the state and/or local authorities due to the health risk caused to others. The Association has the right and power to remove from the subdivision, any such materials in violation and reserves the right to administer a fine (to be determined by the Board of Trustees) which shall be paid directly to the Association and if not paid, will be charged to the Owner's account making all other provisions stated in these restrictions and Covenants for collections valid, including but not limited to all legal fees and court costs if applicable. All permanent structures MUST have a holding tank installed as described above.

a. Commercial Lots: All lots platted as commercial lots in Bent Tree Harbor shall be used for business purposes of nature non-competitive with the Association. These lots are the only place a business may be constructed and only with the approval of the Trustees. Permanent structures are permitted for the transaction of business. Sewage and wastewater systems must be in accordance with the requirements contained in 10CSR 20-8.021 of the Missouri Code. Any person who operates or solicits business in Bent Tree Harbor must have an occupational or business license from Benton County on file in the Bent Tree Harbor Office.

b. Multi-purpose lots: All design and construction of sanitary sewage disposal facilities shall be in accordance with the requirements and guidelines outlined in the approved "Engineering Report" prepared in 1989 and all supplemental updates of same. The approved methods of disposal include; a permanent concrete holding tank (installed prior to any residence construction including, but not limited to, a building structure or mobile home), a septic tank, a soil absorption field or individual aeration unit provided each is in accordance with 10CSR 20.8.021 of the Missouri Code.

c. Camping Lots: Portable holding tanks within campers and/or motor homes shall be discharged into the state approved disposal facility located by the maintenance barn just off of the main road. There may be a fee established for use of same.

5. Dwelling Structures. All dwelling structures must be finished and painted or stained on the outside. All material used for the construction of the outside of the structures shall be new and construction shall be completed within six (6) months from the commencement of construction. If construction is not complete within six (6) months, the Association must inspect amount complete and lot owner will need to request an extension of permit.

6. Individual Water Wells. Owners may drill individual water wells provided approval is received from the Missouri Department of Natural Resources. The wells must be in compliance with all local and state regulations and be cased and sealed with grouting or other appropriate material to comply with State and Local law. The suitable locations are specified in the "Engineering Report for Bent Tree Harbor" prepared in 1989 and all supplemental updates of same. A copy of the approved permit must be submitted to the office for filing purposes.

7. Placement of Campers. All fees and assessments must be paid to the Association. Commercially manufactured campers may be placed on the lots provided they are no closer than five (5) feet from any lot line. If the lot topography is such that these restrictions cannot be met, the Association will have the authority to allow a variance there from. No more than two (2) permanently set campers may be placed on a camping lot without prior written approval of the Association Board. Truck camper shells are not permitted to be removed from a vehicle and placed on a lot. While converted buses, trucks and utility vans may be permitted to be used as campers they may not be permanently placed on lots. Cab-over campers are permitted on the lots provided they are placed on a wood, concrete or similar foundation and are enclosed. Tents are allowed on camping lots but must be removed when not being used. **VOTED REVISED 4/20/13**

8. Buildings. Prior to the construction of any building and/or permanent dwelling, and inspection/construction permit must be obtained from the Association at a cost of ten dollars (\$10.00). All applications for permits must be submitted and fees paid to the Association office and approved by the Board of Trustees prior to any construction. The Association has the right to refuse entrance to any mobile home without proper approval. Permits will be submitted to the Board of Trustees at least **two weeks** prior to construction.

a. Camping lot(s): No permanent dwellings may be constructed on any camper lot unless there are two or more connecting lots regardless of size. (A dwelling is defined as a home which would be continuously lived in day after day on a permanent basis, or as a permanent residence.) Other types of permanent buildings such as, storage sheds, enclosed wood bins, and other camping type structures, may be built according to specifications listed in these restrictive covenants. However, storage sheds may not be placed on a lot in Bent Tree Harbor and be used as a residential facility. Up to two buildings and one wood bin may be built on a camper lot, however, the combined area of the buildings shall not be over the amount allowed by the size of the lot. An owner with adjoining lots may combine their total area as if they were one lot providing they file the proper request for building permit explaining the combination. Prior to construction of any building an inspection/construction Permit must be obtained from the Association at a cost of \$10. All material used for the construction of the outside

of the building must be new. All exterior walls must have siding installed, with wooden finishes being painted or stained. Outside construction must be completed within six (6) months from the commencement of construction. All building plans must be approved by the Association in writing prior to commencement of construction. Owners wishing to erect roofs over campers must submit written plans to the Association for approval.

b. Multi-purpose Lot(s): Only one (1) single family dwelling may be constructed on lots designated as "Multi-Purpose". All constructed dwellings shall face the street or road upon which the lot fronts and shall not be closer than twenty-five (25) feet from the front lot line, nor closer than five (5) feet from the side lot lines and must be constructed of new materials. If the lot topography is such that these restrictions cannot be met, the Association will have the authority to allow a variance there from. No constructed dwellings shall be constructed on any lot purchased in the subdivision with less than 1000 square feet of floor space excepting porches and porticos. There shall be no shed roofs and all buildings will be finished and painted or stained on the outside. No basement shall be occupied until living accommodations are completed. Any improvements shall be completed on the exterior within six months after construction starts. All other structures shall be in the rear of the living accommodations and shall be slightly, of neat construction, and of a character to enhance the value of the property. A garage may be constructed separately or attached to the dwelling, but must be of the same construction material as the living accommodations, and the exterior of it must be finished in the same manner as the living accommodations. Mobile homes shall be no less than 720 square feet in size and under no circumstances will a mobile home be permitted to enter Bent Tree Harbor without prior Board approval. Photographs must be attached with permit and returned to the Bent Tree Harbor Office prior to being located on the lot. No building shall be constructed below the 800 feet elevation line notwithstanding other provisions herein. Minimum square footage for buildings constructed on each lot shall be determined by the recorded plat of each section of the development.

The Association has the right and power to refuse entrance into Bent Tree Harbor any mobile home if the Owner is not in compliance with any of these restrictions listed in these Covenants. If an Owner is in violation, the Association has the right and power to have any structure or mobile home removed, at the expense of the Owner, upon giving the Owner fifteen (15) days prior written notice of its intentions to do so.

While in the process of bringing in campers, houses, or any other building materials any damage is done to Bent Tree Harbor property it must be brought back up to the condition it was in prior to such damage.

9. Sanitation and Debris.

- a. The disposal containers for trash and debris that are provided for Association members as part of their annual assessments are to be used ONLY for Bent Tree Harbor Association Members. No trash, debris, or waste from households or property external to Bent Tree Harbor will be allowed.
- b. No dumping or disposal of tires, appliances, electronic devices or lumber will be allowed within Bent Tree Harbor.
- c. No debris, trash or unsightly accumulation of materials or junk shall be allowed to remain on the lots. Each lot must be mowed and kept free from weeds and underbrush for the general appearance of the subdivision and prevention of fires except as allowed by section 15.

10. Signs. All residents are encouraged to place signs with their address on their property.

11. Animals. All house pets must be on a leash or in an enclosure at all times as per State Law. No livestock such as horses, cattle or pigs shall be stabled within the confines of Bent Tree Harbor.
VOTED REVISED 4/20/13

12. Nuisances. No noxious or offensive activity shall be carried on or perpetrated (by any homeowner, guest or assigns, or animals belonging to any homeowner, guest or assigns) upon any homeowner's lot or common grounds, nor shall anything be done thereon which may be or become a nuisance or annoyance. "Quiet time" shall be between the hours of eleven PM (11:00 PM) through six AM (6:00 AM). In the event of a holiday weekend, quiet time hours may extend past the stated time limit with the approval of the board provided any neighbors in the immediate area of the activity shall be considered. **VOTED REVISED 4/23/22**

13. Stickers, Annual Guest Passes and/or Daily or Weekend Guest Passes:

- a. Stickers are required for property owner to enter the front gate of Bent tree Harbor. Stickers are intended only for those persons shown on title work as the individual, individuals or entity legally responsible for the property in question. One sticker will be provided and assigned in the name of each owner shown on the title work up to a total of five (5) free stickers. In the event the persons and/or individuals shown on the title work exceed the total of the allocated five (5) free stickers, an owner may purchase additional stickers at a cost of Ten Dollars (\$10.00) each to be assigned ONLY to the names of the individuals shown on the title work. Stickers should be permanently attached to the lower left side of the vehicle's windshield or may be attached to a piece of plexiglass and displayed in the windshield upon entering Bent tree Harbor. Any homeowner known to provide stickers to any individual, regardless of relationship, that is not show as a legal owner of the property may be subjected to fines, loss of voting privileges and/or legal recourse when and where applicable.
- b. Any guests of Owners may enter utilizing an annually issued guest pass bearing the name of the individual to which the guest pass is assigned. There is no limit on the number of guest passes that may be requested nor restrictions on any relationship to the property owner,

whether family, friend, or associations of any kind. However, for the protection of the property owners and other association members, requests for annually issued guest passes must be submitted to Bent Tree Harbor via a "Permission to Enter" form that provides Bent Tree Harbor and/or its representatives or assigns legal authorization to admit the identified individuals. Homeowners should be aware that execution of a "Permission to Enter" form also releases and agrees to hold harmless Bent Tree Harbor Homeowner's Association for any damage, theft, injury or other wrongdoing that occurs at the hands of any and/or all of the owner's assigned guests. Execution of said Permission to Enter also provides homeowner acknowledgment that Annual Guest Passes are issued for one (1) year period that runs concurrently with payment of annual dues as well as their understanding that guest passes are not transferable to other guests. Additional guests may be added to an owner's Permission to Enter form at any time during the issuance period. All Permission to Enter forms and Annual Guest Pass issuance must be done in person at the office by any and/or all persons shown on the property title work. Any homeowner known to provide Annual Guest passes to any unauthorized individual, regardless of relationship, may be subjected to fines, loss of voting privileges and/or legal recourse when and where applicable.

c. Any homeowner may request daily and/or weekly admittance for a guest by contacting the guard shack and providing the name of the guest and/or visitors. It is important to note, these passes are intended for temporary admittance only and are usable only during the authorized period shown on the pass. Guests of Owners who are not in good standing will not be allowed to enter Bent Tree Harbor. Any homeowner known to provide Guest passes to any unauthorized individual, regardless of relationship, may be subject to fines, loss of voting privileges and/or legal recourse when and where applicable.

VOTED REVISED 4/17/21

14. Motorized Vehicles.

a. All vehicles, which require a license plate or driver's license to operate on Missouri highways, must be duly licensed to operate on common ground of Bent Tree Harbor.

b. Property owners and guests must abide by Bent Tree Harbor Rules and Guidelines for all ATVs, golf carts, and trail bikes.

c. All guest bringing in ATVs, UTVs, trail bikes, golf carts or any motorized vehicle, must have a property owner meet them at the front gate and sign a form that holds them responsible for the actions of their guests in the riding of these recreational vehicles within Bent Tree Harbor sub-division. And that all guests will be required to pay a Twenty Dollar (20), non-refundable charge per ATV, UTV, trail bike or golf cart that will be ridden in Bent Tree Harbor per weekend and/or visit. This cost will help to defer the cost of maintaining the roads in Bent Tree Harbor. Each visitor will receive a pass to be displayed on their vehicle for the duration of their visit. Anyone caught not having a pass will be asked to refrain from riding on the respective roads in our community. Also, all property owners that allow their visitors, or themselves, to do damage to the roads or property will be assessed a fine to cover the cost of repairs to the roads or property. Any assessment made for damages incurred will be due and payable upon receipt and subjected to all legal recourse if necessary. **VOTED REVISED 4/23/22**

15. Natural Growth State. As there are many lot owners who enjoy the natural setting and do not wish to clear cut, denaturalize, or who would like to keep part, most, or all of their lots in a natural state for the benefit of wildlife. These owners may keep said parts of their lots natural. A natural state of condition does not mean clear off some of the lot and let it grow back with weeds. It means natural. Cleared areas must be maintained.

16. NO Hunting. There will be NO HUNTING on any grounds within Bent Tree Harbor. This shall include hunting of any kind with all types of weapons including all types of guns and all types of bows and arrows. Safety within a tight community area is the main concern.

Article VII **Grantee's Acceptance**

Each Owner of a lot shall, by acceptance of a deed conveying title thereto, or by the execution of a contract for the purchase thereof, is subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, and privileges of Declarant and of the Association. By such acceptance, each Owner shall for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, covenants, consent and agree to observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

Article VIII **Enforcement**

The restrictions and covenants contained in this Declaration shall constitute covenants running with the land, and shall bind the Owners, their heirs, executors, successors and assigns, and if said Owners, their heirs executors, successors and assigns shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any Owner owning any lots in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from doing so by appropriate injunctive relief, or to recover damages for such violation. Further, the Association may in its name enforce these restrictions by any proceeding at law or in equity. If the Association is required to initiate any action at law or equity to enforce the Covenants and Restrictions then the losing party shall be responsible for payment of any attorney's fees and court costs which may be incurred.

Article IX **Severability**

Every provision of this Declaration is independent of and severable from every other provision. Invalidation of any of said covenants by judgment of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

"EXHIBIT A"

The West Three Fourths ($\frac{3}{4}$) of Section Seventeen (17); the Northeast quarter, on the Right Bank of Grand River, the East half of the Southeast quarter and the Northwest quarter of the Southeast quarter of Section Eighteen (18), the Northeast quarter of the Northeast quarter of Section Nineteen (19); all of the North half of Section Twenty (20), lying North of the Warsaw and Finey Road, and all of the West half of the Northwest quarter of Section Twenty-one (21), lying North of the Warsaw and Finey public Road; all in Township Forty (40), of Range Twenty-three (23), and containing 1025 acres, more or less, excepting Tract No. 2002-1 consisting of the $EE\frac{1}{2}SE\frac{1}{4}NW\frac{1}{4}NE\frac{1}{4}$, the $E\frac{1}{2}E\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$, the $SW\frac{1}{4}SE\frac{1}{4}SW\frac{1}{4}NE\frac{1}{4}$, the $S\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}NE\frac{1}{4}$, and the $N\frac{1}{2}NW\frac{1}{4}SE\frac{1}{4}$ of Section 17, Township 40 North, Range 23 West of the Fifth Principal Meridian, Benton County, Missouri, containing 42.50 acres, more or less, and Tract No. 2002-2 consisting of the $SW\frac{1}{4}SW\frac{1}{4}SW\frac{1}{4}NW\frac{1}{4}$, the $NW\frac{1}{4}NW\frac{1}{4}NW\frac{1}{4}SW\frac{1}{4}$ and the $NW\frac{1}{4}SW\frac{1}{4}SW\frac{1}{4}SW\frac{1}{4}$ of Section 17 and the $N\frac{1}{2}NE\frac{1}{4}NE\frac{1}{4}NE\frac{1}{4}$, the $W\frac{1}{2}NE\frac{1}{4}NE\frac{1}{4}$, the $SW\frac{1}{4}NE\frac{1}{4}$, the $SE\frac{1}{4}SE\frac{1}{4}NE\frac{1}{4}$, the $N\frac{1}{2}SE\frac{1}{4}$, the $N\frac{1}{2}SE\frac{1}{4}SE\frac{1}{4}$, and the $N\frac{1}{2}S\frac{1}{2}SE\frac{1}{4}SE\frac{1}{4}$ of Section 18, Township 40 North, Range 23 West of the Fifth Principle Meridian, Benton County, Missouri; also that portion of the $N\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}NW\frac{1}{4}$ of said Section 17 described as beginning at the northwest corner of said $N\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}$; thence easterly along the north line of said $N\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}$ to the northeast corner thereof; thence southwest to the southeast corn of the $NW\frac{1}{4}NW\frac{1}{4}NW\frac{1}{4}NW\frac{1}{4}$ of said Section 17, thence westerly along the south line of said $N\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}NW\frac{1}{4}$ to the southwest corner thereof; thence northerly along the west line of said $N\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}NW\frac{1}{4}$ to the point of beginning; also the $NW\frac{1}{4}NE\frac{1}{4}$, except that part lying north and west of the center of the South Grand River, in said Section 18, the tract of land herein described contains, in the aggregate, 246.55 acres, more or less. /_ Subject to an easement for a private road recorded in Book 187, at Page 608, of the deed records of Benton County, Missouri, and conveying all rights of grantors in and to said private road.,(hereinafter referred to as "Subdivision").