

**AMENDMENTS TO
DECLARATIONS OF RESTRICTIONS, COVENANTS AND
CONDITIONS
OF
PRAIRIE VIEW HEIGHTS 4th, 5th, 6th, and 7th ADDITIONS**

These Amendments to the Declarations of Restrictions, Covenants and Conditions for PRAIRIE VIEW HEIGHTS FOURTH (4th), FIFTH (5th), SIXTH (6th), and SEVENTH (7th) ADDITIONS, made, on the date hereinafter set forth, by the PVH HOME OWNERS ASSOCIATION, INC., and MARY ANN SCHELL, individually and as surviving spouse of Larry E. Schell (Developers of the 4th and 5th Additions), SCHELL DEVELOPMENT CO., L.L.C., a Missouri Limited Liability Company (Developer of the 6th Addition) and KELTNER HOMES, INC. (Developer of the 7th Addition).

WITNESSETH:

WHEREAS, Mary Ann Schell, individually and as surviving spouse of Larry E. Schell, as Developer previously caused to be recorded in Book 2235 at Page 554 in the Office of the Recorder of Deeds of Greene County, Missouri a "Declaration of Restrictions, Covenants and Conditions of Prairie View Heights Fourth Addition and Any Subsequently Platted Additions of Prairie View Heights", and

WHEREAS, Mary Ann Schell, individually and as surviving spouse of Larry E. Schell, as Developer previously caused to be recorded in Book 2448 at Page 2297 in the Office of the Recorder of Deeds of Greene County, Missouri a "Declaration of Restrictions, Covenants and Conditions of Prairie View Heights Fifth Addition", and

WHEREAS, Schell Development Co., L.L.C., as Developer previously caused to be recorded in Book 2738 at Page 606 in the Office of the Recorder of Deeds of Greene County, Missouri a "Declaration of Restrictions, Covenants and Conditions of Prairie View Heights Sixth Addition", and

WHEREAS, Keltner Homes, Inc., as Developer previously caused to be recorded in Book 2859 at Page 618 in the Office of the Recorder of Deeds of Greene County, Missouri a "Declaration of Restrictions, Covenants and Conditions of Prairie View Heights Seventh Addition", and

WHEREAS, Article X of each of said Declarations contained the following provisions:

“ * * * **Section 3. Amendment.** * * * ”

- (b) This Declaration may be amended in whole or in part at any time within seven (7) years from the date of recordation of same by an instrument in writing executed by Developer, its successors or assigns.
- (c) This Declaration may be amended at the end of the above mentioned seven year period by an instrument in writing executed by the [PVH Home Owners] Association [Inc.], with the approval of a majority of the votes of the Board of Directors. * * * ”
and

WHEREAS, the aforesaid Developers and the PVH Home Owners Association Inc. (hereinafter “Association”) with the approval of a majority of the votes of the Board of Directors thereof, have determined to amend said Declarations as hereinafter set forth,

NOW THEREFORE, the aforesaid Developers and the Association do hereby declare that the Declarations of Restrictions, Covenants and Conditions of PRAIRIE VIEW HEIGHTS 4th, 5th, 6th, and 7th Additions be and the same hereby are amended as hereinafter set forth.

1. Article VIII, Section 3 is hereby declared amended to read as follows:

“Section 3. Animals and Birdhouses. A. Animals. No animals, fowl or livestock other than a maximum of four generally recognized house pets on any lot shall be allowed on or maintained on any property within PRAIRIE VIEW HEIGHTS and then only if they are kept solely as domestic pets and not for commercial purposes. The total body weight of all of the pets maintained on any lot shall not exceed 150 pounds (e.g., it shall be a violation of this provision to maintain two 80 pound dogs). No more than two pets shall be of the same species (e.g., no more than two of such animals shall be dogs). No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. Any animal

making noise which may be heard beyond the confines of any lot after written complaint to the lot's Owner by any adjoining lot Owner, the Board or the Developer shall be automatically deemed to be a nuisance. No doghouse, structure, or pen for the care, housing or confinement of any animal shall be constructed or maintained unless it is in a fenced rear yard, and is approved under Article VII. Upon the written request of any Owner or the Developer, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally recognized house pet, or a nuisance. Any decision rendered by the Board shall be enforceable as other restrictions contained herein. Pets shall not be allowed loose or unsupervised on any part of the Properties and walking of pets shall be on a leash and allowed only on such portions of the Properties as the Board may prescribe by its Rules and Regulations.

B. Birdhouses. No more than 3 birdhouses shall be located on any Lot. No more than 1 birdhouse containing more than 1 entrance/exit (that is, bird "doorway") shall be located on any Lot. No multi-entrance/exit birdhouse shall have more than 16 entrance/exits. No birdhouse shall be attached to or located within 6 feet of any fence. No birdhouse shall be located within 6 feet of any property line. Birdhouses shall only be located in the fenced rear yard of a Lot. Upon the written request of any Owner or the Developer, the Board shall conclusively determine, in its sole and absolute discretion, whether, a particular birdhouse may continue to be maintained in PRAIRIE VIEW HEIGHTS."

2. Article VIII, Section 25 is hereby declared amended to read as follows:

"Section 25. Basketball Goals and Other Sporting Devices and Paraphernalia. No basketball goals shall be attached to the front or side of any dwelling or garage, nor erected, maintained, stored or located in any front yard or side yard on any lot. Basketball goals and other sporting devices and paraphernalia (e.g., volleyball nets, badminton nets, trampolines, soccer goals, batting cages, etc.) may only be maintained, stored or located outside in the fenced rear yard of a lot and shall not be visible from the front curb of any lot or adjoining lot. The Board shall have the authority to prohibit, in particular instances, the maintenance of

particular sporting devices or paraphernalia of any lot in PRAIRIE VIEW HEIGHTS. Upon the written request of any Owner or the Developer, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph particular sporting device(s) or paraphernalia may continue to be maintained in PRAIRIE VIEW HEIGHTS. The Board may also prescribe rules and regulations regarding their maintenance and use."

3. Article X, Section 3 (c) is hereby declared amended to read as follows:

" (c) This Declaration may be amended at the end of the above mentioned seven year period and at any time thereafter by an instrument in writing executed by the Association, with the approval of a majority of the votes of the Board of Directors."

THE aforesaid Developers and the Association do hereby further declare as follows:

A. The invalidation of any one of the aforesaid amendments to the Declarations of covenants and restrictions by judgment or court order shall in no way affect any other amendment which said other amendments shall remain in full force and effect.

B. In the event a particular amendment on this instrument is invalidated by a subsequent judgment or court order then and in said event the original covenant and restriction as in force prior to the recordation of this instrument shall be deemed to be re-instated as if the invalid amendment had never been enacted.

C. The invalidation of any one of the aforesaid amendments to the Declarations of covenants and restrictions of a particular Addition to Prairie View Heights by judgment or court order shall in no way affect their application to the other Additions to Prairie View Heights and as to said other Additions said amendments shall remain in full force and effect.

D. Except as hereinabove amended, the Declarations for the 4th, 5th, 6th, and 7th Additions to Prairie View Heights as originally recorded, are hereby ratified and affirmed.

IN WITNESS WHEREOF, the undersigned PVH HOME OWNERS ASSOCIATION, INC., MARY ANN SCHELL, individually and as surviving spouse of Larry E. Schell, SCHELL DEVELOPMENT CO., L.L.C., and KELTNER HOMES, INC., have caused this instrument to be executed on this _____ day of _____, 2003.

PVH HOME OWNERS ASSOCIATION, INC.

BY _____
Mike Lawson, President

Attest:

Secretary

Mary Ann Schell

SCHELL DEVELOPMENT CO., L.L.C.

BY _____
Mary Ann Schell, Operating Manager

KELTNER HOMES, INC.

BY _____
Kim Keltner, Vice President

Attest:

Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this ____ day of _____, 200__ before me personally appeared **Mike Lawson**, to me personally known, who being duly sworn did say that he is the President of **PVH HOME OWNERS ASSOCIATION, INC.** and that the said instrument was signed and sealed in behalf of said **PVH HOME OWNERS ASSOCIATION, INC.** and the said **Mike Lawson**, acknowledges said instrument to be the free act and deed of said corporation.

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

Notary Public

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this ____ day of _____, 200__ before me personally appeared **MARY ANN SCHELL** to me personally known, who acknowledges said instrument to be her free act and deed.

Mary Ann Schell further declared herself to be single and to be the surviving spouse of Larry E. Schell.

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

Notary Public