

**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RIVER CREST, A SUBDIVISION IN
OZARK COUNTY, MISSOURI DATED JUNE 1, 2007**

THIS AMENDMENT, dated as of September 17, 2010, is made by Conover Enterprises, LTD a Florida Limited Partnership as Grantor, referred to in this document as the owner of more than 75% of the lots platted as:

**RIVER CREST,
A SUBDIVISION IN OZARK COUNTY, MISSOURI,**
According to the plat recorded in Plat Cabinet A at Pages 138 & 139
(referred to in this document as the "Plat") in the Office of the Recorder of Deeds,
Ozark County, Missouri

General: As owner of more than 75% of the real estate comprising River Crest, Conover Enterprises, LTD desires:

- a. To impose covenants, conditions, and restrictions up River Crest, which consists of lots 1 thru 27.

These covenants, conditions and restrictions are in addition to any conditions and restrictions upon the lots in River Crest imposed by the ordinances of Ozark County and any other units of government. These covenants, conditions and restrictions are intended to bind the present and future owners, as Grantees, of River Crest, as covenants running with the land, in order to create a uniform plan of development for River Crest.

Conover Enterprises, LTD as owner of more than 75% of the lots in River Crest, does declare that

all the lots in River Crest are subject to and bound by this Declaration and shall be held, conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges of this Declaration, as follows:

1. Land shall be used for residential purposes only. No commercial business of any kind shall be permitted within River Crest. Lots may not be subdivided and must be sold in their entirety.
2. Dwelling size and quality. All homes must consist of a minimum of 1200 square feet of livable floor space which is heated and cooled. Outbuildings must be constructed of painted metal or match the materials used in the home. The exterior of all buildings must be fully completed within six months after start of construction. It is the intent and purpose of this covenant to assure that all dwellings and outbuildings be constructed of high quality material and workmanship to be attractive and permanent.
3. Sewage disposal (i.e.: septic systems) must be installed to County specifications with the exception that all septic tanks will be concrete or fiberglass in construction and a minimum of 1000 gallons. Water well drilling will be done in accordance with State or County regulations.
4. On lots of 5 to 8 acres only one residence may be built. Lots over 8 acres may have two separate residences providing that lot ownership is not changed or modified in any manner. The second home will be considered a satellite home and lots may not be subdivided.
5. Mobile homes, travel trailers and campers will be classified as temporary and may only be used as temporary dwellings during the six month building time frame for completion of the permanent residence. Mobile homes, single wide trailers, and double wide trailers, are not allowed as permanent homes. Modular homes on permanent poured concrete or cement block foundations will be allowed if approved by Developer. Personal RV's may be stored on lots but may not be lived in except during the initial construction period. No structure of a temporary character, basement, tent, shack, garage, barn or other building, shall be used on any lot at any time except for construction purposes not to exceed six months and shall immediately be removed after construction. Use of RV's will be allowed on lots prior to construction for a period of up to two consecutive weeks, not to exceed 5 weeks per year.
6. No building shall be located on any lot nearer than twenty-five feet from either side lot line nor fifty feet from the front or rear lot line. The front lot line shall be the edge of the road surface, not the center line of the road.
7. Easements for roads, National Forest land access, US Army Corps of Engineers land access, and utility easements are permanent and shall run with the land.
8. No obnoxious or offensive or illegal activity shall be carried on upon any lot. Noise should be kept to a minimum at all times.

9. No animals, livestock or poultry of any form shall be kept, bred, or maintained for any commercial purpose on lots. Horses for personal use and riding are permitted on lots of 5 acres or more. Cattle are allowed at 1 per each 5 acres owned, horses at 2 each per 5 acres owned, sheep & goats at 2 per 5 acres owned, chickens at 25 per lot no Guinea fowl or Peacocks allowed, no hogs/pigs/pot bellied pigs allowed. Horses, dogs, cats, and other pets may be kept and maintained. All animals or pets are allowed outside of their lot areas only when either on leash or when ridden. Each owner will be held responsible and liable for the action of their pets or animals.
10. Lots must be maintained in a neat and orderly fashion. Garbage and garbage cans must be kept out of sight and covered. No dumping or burning is allowed except that allowed by State or County regulations. No signs of any kind shall be displayed except the following, real estate "for sale" signs of less than 4 square feet. Yard sales must be held indoors, either a garage or barn.
11. Easements granted on the Plat for access to the National Forest lands, U. S. Corps of Engineers land, Utility companies and Platted roads will not be interfered with by any lot owner. Users may maintain the easements for their intended use.
12. When 75% or more of all lots are sold, then a 2/3 majority vote of lot owners' may modify these Covenants. One vote per lot will be allowed.
13. The Covenants are to run with the land and shall be binding on all parties, heirs and assigns.

IN WITNESS WHEREOF, the General Partners of Conover Enterprises LTD., has set his hand, as authorized by the Corporation:

By: Charles Conover
Charles Conover: General Partner

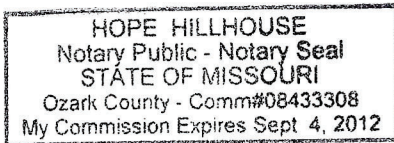
Acknowledgement

STATE OF Missouri
COUNTY OF Ozark

On this 2nd day of November, 2010, before me personally appeared Charles Conover, General Partner of Conover Enterprises LTD, a Florida Limited Partnership, and that this Declaration of Restrictions, Covenants and Conditions was signed on behalf of said corporation by authority of its board of directors, and that Charles Conover acknowledged this

instrument, and acknowledged that he executed the same as their free and voluntary act and deed of said corporation, and that the corporation has no seal.

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



Hope Hillhouse

Notary Public

Hope Hillhouse

My commission expires: 9/4/2012