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CAMDEN COUNTY
RECORDER OF DEEDS

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**THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, AND
RESTRICTIONS OF
THE VILLAS AT GRAND GLAIZE**

This Amendment made this 26th day of March, 2004, by Villas of Grand Glaize, L.P., d/b/a The Villas at Grand Glaize, L.P., a Missouri limited partnership, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer hereby amends the Declaration of Covenants, Conditions, and Restrictions of the Villas at Grand Glaize, dated the 10th day of November 1999 and recorded on April 25, 2000 at Book 495, page 57 in the Recorder's Office of Camden County, Missouri.

Article XI-General Provisions- by adding thereto, the following:

Section 5. Assignment. Developer may assign all or any part of its rights and reservations hereunder to any successor who takes title to all or part of the property in a bulk purchase for the purpose of development and sale. Such successor shall be indemnified, the particular rights being assigned shall be specified, and, to the extent required, concomitant obligations shall be expressly assumed by such successor, all in a written instrument duly recorded in the Office of the Recorder of Deeds of Camden County, Missouri.

All other terms and conditions of the original Declaration of Covenants, Conditions and Restrictions and any amendments thereto shall remain in full force and effect and these amendments shall be incorporated therein.

IN WITNESS WHEREOF, the undersigned, as Developer, has hereunto set its hand this 26th day of March, 2004.

Villas of Grand Glaize, L.P.

[Handwritten signature]

By: Grand Glaize Villas, Inc., General Partner
Derek M. Egan, President

STATE OF MISSOURI)
)ss.
COUNTY OF CAMDEN)

On this 26th day of March, 2004, before me, Paul R. Curran, a Notary Public, appeared Derek M. Egan, to me personally known, who being by me duly sworn did say that he is President of Grand Glaize Villas, Inc., a corporation; and that said corporation is the general partner of the limited partnership of Villas of Grand Glaize, L.P.; and that as such partner it has the authority to execute the foregoing instrument on behalf of said partnership; and that the corporate seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said Derek M. Egan acknowledged said instrument to be the free act and deed of said corporation on behalf of said partnership; and as the free act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Osage Beach, Missouri, the day and year last above written.

[Handwritten signature]
NOTARY PUBLIC
PAUL R. CURRAN

My commission expires



8K0510PG09.9

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, AND RESTRICTIONS OF THE VILLAS AT GRAND GLAIZE

This amendment made this 23rd day of March, 2001, by VILLAS OF GRAND GLAIZE, L.P., D/B/A THE VILLAS AT GRAND GLAIZE, a Limited Partnership of Derek M. Egan and Sandvest, Inc., hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer hereby amends the Declaration of Covenants, Conditions, and Restrictions of the Villas at Grand Glaize, dated the 10th day of November, 1999, and first amended the 8th day of December as follows:

ARTICLE IV-SECTION 10. Insurance

by deleting (a) therein and replacing with the following:

"(a) Commencing not later than the time of the first conveyance of a Unit to a Person other than the Developer, the Association purchase and maintain property insurance on the Common Elements, as well as on all fixtures, installations or additions comprising the Unit or Building located on a Lot as they were constructed in accordance with the original plans and specifications for a Standard Unit, but including a finished lower level and covered or screened porch. Any upgrades or additions to the Standard Unit shall be the Owners responsibility to insure. Also, any additions to the Unit after the original purchase shall be the Owners responsibility to insure. Said insurance shall insure against all risks of direct physical loss, issued by responsible insurance companies authorized to do business in the State of Missouri."

All other terms and conditions of the original Declaration of Covenants, Conditions and Restrictions shall remain in full force and effect and these amendments shall be incorporated therein.

IN WITNESS WHEREOF, the undersigned, being the Developer has hereunto set its hand this 23rd day of March, 2001.

Villas of Grand Glaize, L.P.
D/B/A Villas at Grand Glaize
Grand Glaize Inc., General Partner

BY _____

8K0510PG09.9

Signed before me, this 23rd day of March, 2001,

Cathy L. Potts
Cathy L. Potts
County of Camden, State of Missouri



Commission expires: 10, 2001

STATE OF MISSOURI
COUNTY OF CAMDEN
CERTIFIED TRUE AND CORRECT

2001 MAR 28 P 12:18
BOOK 540 PAGE 919
DONNIE S. ELLING, RECORDER
Jessie Shuman DEPUTY
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EXHIBIT "A"

LEGAL DESCRIPTION

28.16 ACRES AT 54-40 LAKE ROAD, OSAGE BEACH, MO 65063
PLAT BOOK 9
PAGE NO. 6
CAMDEN COUNTY RECORDER'S OFFICE

STATE OF MISSOURI
DEPARTMENT OF REVENUE
RECORDS & SURVEY DIVISION

2001 MAR -1 P 1:54 PM

BOOK 509 PAGE 537
DONNE G. HARRIS, RECORDER

Donne Harris
RECORDER

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G.L.T.



**AMENDMENT TO THE DECLARATION OF COVENANTS, AND RESTRICTIONS
OF THE VILLAS AT GRAND GLAIZE**

This amendment made this 8th day of DECEMBER, 2020, by VILLAS OF GRAND GLAIZE, L.P., D/B/A THE VILLAS AT GRAND GLAIZE, a Limited Partnership of Derek M. Egan and Sandvest, Inc., hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer hereby amends the Declaration of Covenants, Conditions, and Restrictions of the Villas at Grand Glaize, dated the 10th day of November, 1999, as follows:

ARTICLE IV—SECTION 10. Insurance—by adding thereto, the following:

"(a) Commencing not later than the time of the first conveyance of a Unit to a Person other than the Developer, the Association shall purchase and maintain property insurance on the Common Elements, as well as on all fixtures, installations or additions comprising the Unit or Building located on a Lot as they were constructed in accordance with the original plans and specifications, however, any upgrades or additions to the interior of the Unit which are added by Owner after the original purchase of the Unit shall be the Owners responsibility to insure. Said insurance shall insure against all risks of direct physical loss, issued by responsible insurance companies authorized to do business in the State of Missouri.

(b) Each Unit Owner may obtain additional insurance at his own expense for his own benefit, provided that all such policies shall contain waiver of subrogation and provided further, that the liability of the carriers issuing insurance to the Association shall not be affected or diminished by reason of any such insurance carried by a Unit Owner. Insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner and casualty and public liability insurance coverage pertaining to losses within each individual Unit shall be the responsibility of the Unit Owner thereof.

(c) Insurance policies carried by the Association shall provide that each Unit Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association; that the insurer waives its rights to subrogation under the policy against any Unit Owner or members of his household; that no act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and that if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Associations policy provides primary insurance.

(d) Any loss covered by the insurance carried by the Association shall be adjusted with the Association, and insurance proceeds for that loss shall be payable to the Association (as trustee for Unit Owners and lienholders as their interests may appear), and not directly to any mortgagee or beneficiary under any deed of trust. The proceeds shall be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored.

(e) Any portion of a Unit or Common Element, for which insurance proceeds are paid to the Association, shall be repaired or replaced promptly by the Association. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense of the Association and its members."

ARTICLE V—EXTERIOR MAINTENANCE is hereby deleted in its entirety and replaced as follows:

**ARTICLE V
MAINTENANCE RESPONSIBILITY**

"For purposes of maintenance, repairs, alteration and remodeling of the Unit, the Owner shall be responsible for the interior non-supporting walls, the materials such as, but not limited to, lath, furring, wallboard, plaster, gypsum dry wall, paneling, wallpaper, paint, wall and floor tile, or other floor covering making up the finished surfaces of the perimeter walls, ceilings and floors within the Unit, including Unit doors and windows. Including lines, pipes, wires, conduits or systems (herein after referred to as utilities), which service the Owners Unit. A Unit Owner shall maintain and keep in repair the interior of his own Unit, including the fixtures thereof. All fixtures and equipment installed within the Unit commencing at a point where the utilities enter the Unit shall be maintained and kept in repair by the Unit Owner thereof.

The Association shall be responsible for maintenance of the Common Elements. In addition the Association shall be responsible for exterior maintenance and repair of the exterior supporting walls, siding, roofs, gutters, downspouts and exterior surfaces (Homeowners can stain their decks but prior approval is required by the Homeowners Association) including patio walls, trees, shrubs (except those planted by Homeowner), grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces of exterior doors, garage doors, and windows.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, the Owner's family, guests, tenants or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Owner is subject. An Owner shall not have the right to paint, repair, maintain, or otherwise cover the exterior portion of the building on any Lot except the glass portions of any door or window."

Article X—Section 9, shall be amended by adding thereto the following:

"However, propane bottle gas shall be allowed on decks or patios for connection to interior fireplaces as long as all connections comply with City code requirements."

Article X—By adding adding thereto, Section 21, as follows:

"Section 21, Outdoor Swimming Pool.

- (a) There are NO LIFE GUARDS. Persons are notified the pool is used at their own risk.
- (b) NO GLASS CONTAINERS OR KEGS are permitted in the pool area. Litter must be placed in proper receptacles.
- (c) A responsible adult must accompany children under 14.
- (d) Roller skates, skateboards, roller blades, bicycles, etc., are not permitted in the pool deck area.
- (e) No pets are allowed in the pool area.
- (f) Obey all rules which may be adopted by the Association and posted in the pool area."

After Article X—Section 20, by adding the following:

"ARTICLE X-A—BOAT DOCK AREA

1. Each slip lessee is expected to keep his area clean and free of debris.
2. Swimming off or near boat docks is prohibited.
3. Running on docks or ramps is prohibited.
4. Dock finger and walkways must be cleared of all obstacles, including all personal water craft (ie. Paddle boats, canoes, rafts, waverunners, jet skis.
5. Cleaning of fish on docks and ramps is prohibited.
6. NO WAKE SPEED IS MANDATORY within 100 feet of docks and/or other watercraft and inside buoyed areas adjacent to docks.
7. While on docks or ramps, respect the rights of others by keeping all excessive noise at a minimum. Loud and boisterous conduct on docks and ramps is prohibited.

8. Dock utility service is restricted to the lessee or owner of a boat slip or PWC slip. No ship to shore electricity hookups for the purpose of refrigeration and utilities more than 72 hours will be allowed without prior permission of the Association.
9. There will be no cooking, overnight sleeping or living on watercraft docked in a slip.
10. No docking is permitted on the outside of any dock.
11. Tarps, curtains or any other materials are not to be used for wind or sun barricades on docks or slips.
12. Special wiring beyond what is available is prohibited without the prior consent of the Association, and if permitted, shall be paid by slip owner.
13. The sub-leasing or use of dock slips by non-owners or persons not residing on the premises is prohibited.
14. Permanent mooring and/or tying to the seawall, ramps and stairs leading to the docks is prohibited.
15. Any child on or near the dock under the age of 7, must wear a personal flotation device at all times.
16. The storage and use of combustible material on the docks is strictly prohibited.
17. Fueling of boats, jet skis or any motorized vehicle is strictly prohibited on the boat docks.
18. One dock storage container per lessee is allowed.
19. No trash containers, other than those provided by the Association, shall be located on any dock."

All other terms and conditions of the original Declaration of Covenants, Conditions and Restrictions shall remain in full force and effect and these amendments shall be incorporated therein.

IN WITNESS WHEREOF, the undersigned, being the Developer has hereunto set its hand this ^{14th} ~~5th~~ day of ~~November~~, 2000.
December

Villas of Grand Glaze, L.P.
D/B/A Villas at Grand Glaze
Grand Glaze Inc., General Partner

BY 
Derek M. Egan, President

STATE OF MISSOURI

SS

COUNTY OF CAMDEN

On this 8th day of December, 2000, before me appeared Derek Egan to me personally known, who being duly sworn, did say that he is the authorized signatory for Villas of Grand Glaize L.P./D/S/A Villas at Grand Glaize and the foregoing instrument was signed and acknowledged said instrument to the free act and deed of said Partnership.

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

My commission expires:

KAREN D. WIEDENMANN
Notary Public - Notary Seal
State of Missouri
Camden County

My Commission Expires November 4, 2002

NOTARY PUBLIC

Karen Wiedenmann

STATE OF MISSOURI

SS

COUNTY OF CAMDEN

I, the undersigned Recorder of Deeds for said County and State do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office on the _____ day of _____ 20____ at _____ o'clock _____ M. and it truly recorded in Book _____ Page _____ Witness my hand and official seal on the day and year aforesaid.

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF THE VILLAS AT GRAND GLAIZE**

THIS DECLARATION, made this 16th day of November, 1999
by VILLAS OF GRAND GLAIZE, L.P., D/B/A THE VILLAS AT GRAND GLAIZE, a Limited
Partnership of Derek M. Egan and Sandvest, Inc., hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of certain real property in the County of Camden, State of Missouri, which is more particularly described on Exhibit A attached hereto.

NOW, THEREFORE, Developer hereby declares the following:

The properties described in this Declaration shall be held, sold and conveyed subject to the following easements, Covenants, Conditions, and Restrictions, which are for the purpose of protecting and enhancing the value and desirability of, and which shall run with and encumber the real property above described and any additions thereto, and be binding on all parties having any right, title, or interest in the above described properties or any part thereof, and being binding on additional land added subject to these Covenants, Conditions and Restrictions pursuant to Article entitled, "STAGED DEVELOPMENTS", and such parties, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The Development to which this Declaration shall apply shall be known as The Villas at Grand Glaize and is a Planned Unit Development.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to VILLAS AT GRAND GLAIZE HOMEOWNERS ASSOCIATION, a Missouri not-for-profit corporation, its successors, and assigns.

Section 2. "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

The Developer shall be considered, and is the "Owner" of all Units, Lots and Building Lots, until conveyed to purchasers.

Section 3. "Property" or "Properties" shall mean and refer to that real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by reason of the Article entitled "STAGED DEVELOPMENTS."

Section 4. "Common Elements" included in the Common Elements of the project are:

- (a) The "property", (excepting the building "units"); and the common elements and limited common elements shall include, without limitation, all easements appurtenant, open parking areas, access ways, walkways, sidewalks, play areas, gardens, lawns, landscaped and planting areas, yards, and any lots hereafter added by reason of the Article entitled "STAGED DEVELOPMENTS";
- (b) All sanitary and storm sewer facilities, and all utilities installations, lines and connections for gas, electricity, light, telephone, water and plumbing, cable television wires, except those within the Lots; Except such as are subject to municipal ownership or jurisdiction and facilities owned by public utility company;
- (c) All apparatus and installations now or hereafter erected and intended for common use;
- (d) All auxiliary buildings, parks, swimming pools, recreation buildings, perimeter fencing, if any, and any other structures, which may, at any time, be erected on the Property;
- (e) All other appurtenances not herein specifically designated;

(f) Gutters and down spouts;

(g) Notwithstanding anything heretofore set forth in this section, Common Elements shall not include any item that solely serves a particular Unit (except gutters and downspouts) including, but not limited to plumbing, wiring, hot water heaters, furnaces, air conditioning equipment and exhaust fans. The responsibility for maintaining, repairing, and replacing any such item, shall be the sole responsibility of the particular Owner receiving the sole service of such item. The Common Elements shall include all outside parking spaces and the patios and outside decks excluding those decks that have been enclosed as a screen porch. The Association shall be responsible for maintaining, repairing, and replacing such parking spaces, patios and decks. To the extent that any of the aforementioned items, except outside parking spaces, decks and patios are covered by an insurance policy carried by the Association, the relevant Owner or Owners shall be responsible for the payment of the deductible amount under said policy, and the Association shall apply the policy's proceeds to any repair or replacement;

(h) The definition of "Common Elements" is for purposes of this declaration only and "Common Elements" shall not be construed according to the Uniform Condominium Act of Missouri, Mo. Rev. Stat. Sections 448.1-101-4-120 (Supp. 1984).

- (i) All streets, sidewalks and common ground are considered common elements of Villas at Grand Glaize Homeowners Association.
- (ii) All driveways shall be "LIMITED COMMON ELEMENTS" and each Owner shall have the right of easement of enjoyment in and to the driveway to their individual Unit.

Section 5. Any recreation facilities, which may be subsequently built by the association, shall be part of the Common Elements.

Section 6. "Building Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties which describes the property upon which a building or buildings containing multiple units is intended to be constructed.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties which contains a legal boundary of the individual Lots and describes the portion of the Properties, upon which a single Unit, including driveway, is intended to be located; and is expected to have a boundary defined by the front exterior surface of the building and the outside sidewall of an end Unit, and a distance of fifteen feet (15') beyond the rear exterior wall as set out on the plat, and the centerline of any party walls forming the outside perimeter of the Unit, or as otherwise described as a Lot by the plat. It is anticipated that the Properties will first be platted showing Building Lots. Upon completion of construction of the building or building units the initial subdivision of the Properties will be filed which will show the precise boundaries of the individual units and the Common Elements and Limited Common Elements. The portions of the Building Lot, which are not part of the individual Lots shall from time to time, be dedicated to the Association by the Developer free and clear of encumbrances as Common Elements or in the case of driveways to the Owner as Limited Common Elements.

Section 8. Developer, shall mean and refer to VILLAS AT GRAND GLAIZE, L.P., D/B/A THE VILLAS AT GRAND GLAIZE or its successors and assigns if such successors and assigns should acquire any undeveloped Building Lot from the Developer for the purpose of Development.

Section 9. "Unit" shall mean the portion of any building or improvement located on any Lot forming a functional dwelling Unit to be used as a personal residence excluding the driveway, which is a Limited Common Element, and shall include all of the floors, ceilings, balconies, doors, roofs, walls, mechanical systems (heating and air conditioning systems, plumbing, electric and gas systems), windows, foundation, and the portion of all party walls adjacent to such Unit to the centerline of such party wall, but shall not include the gutters and downspouts. A Unit shall further include any roof or Bay Window overhangs even though these appurtenances may overhang the common elements. A Unit becomes a Unit upon completion of its construction and upon recording of the Plat designating the unit Boundaries.

ARTICLE II PROPERTY RIGHTS

Section 1. Ownership of Common Elements. Fee simple title to the Common Elements or parts of them will from time to time be conveyed by the Developer to the Association by separate conveyance of

record which areas may in such conveyance be described by metes and bounds, or by reference to this instrument as the common Elements" of The Villas at Grand Glaize or by any other means of description that the Developer may choose, including a plat. The title to each part of the Common Elements so conveyed by express grant shall be vested in the Association, or its successors or assigns under this instrument. Developer has reserved an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Developer's obligations hereunder.

Section 2. Owner's Easements of Enjoyment. Every Owner shall be a member of the Villas at Grand Glaize Homeowners Association. Subject to the provisions of the Declaration, every Owner shall have a right and easement of enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to every Lot or Unit, subject to paying the annual assessments, as provided for under the article entitled "Covenant of Maintenance and Assessments" and the following provisions.

(a) Fee Ownership of the Common Elements and Limited Common Elements shall vest in the Association and not in the unit owners;

(b) the right of the Association to charge reasonable admission and other fees for the use of any Recreation Facility that may be situated upon the Common Elements, if any;

(c) the right of the Association to suspend the voting rights and right to use the Recreation Facilities by an Owner, his guests, tenants, or invitees for any period during which any assessment against him remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the use restrictions contained herein, the by-laws of the Association, or any of its published rules and regulations; Should the Owner continue to fail to comply with the use restrictions, the Bye-Laws of the Association, or any of its published Rules and Regulations, the Homeowners Association shall at their discretion, have the right to impose penalties and or liens of a Monetary or non Monetary nature against the owner or his Property.

(d) the right of the Association to dedicate or transfer all or any part of the Common Elements to any institution, trustee, agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless a simple majority of all voting members of the Association agree to such dedication or transfer at a duly authorized meeting.

(e) all owners and their guests, tenants and invitees shall strictly comply with any use restrictions, rules and regulations of by-laws contained in or promulgated in accordance with the Declaration of the by-laws.

(f) the right of the individual Owners to the exclusive use of the parking spaces as provided in the article entitled "PARKING AND PATIOS."

Section 3. Owner's Easements of Enjoyment Every owner of a unit shall have a right and easement of enjoyment in and to the Recreation Facilities (if any should be erected) of the Common Elements.

Section 4. Encroachment. Through construction, settlement, or shifting of any building, should any part of any building encroach upon any part of the Common Elements or upon any other unit, perpetual easements for the maintenance of such encroachments and for the use of the space required thereby, are hereby established and shall exist for the benefit of the Owners; provided, however, that no easement shall be created in the event the encroachment is due to the willful conduct of the Owner. All easements and rights herein established shall run with the land and inure to the benefit of, and be binding upon the Developer, his successors or assigns, and any Owner, purchaser, mortgagee, or other person having an interest in any portion of the properties.

Section 5. Easements in Gross. The Property shall be subject to a perpetual easement in gross to the Association, its successors, and assigns, for ingress and egress to perform its obligations and duties as required by this Declaration. Should it be necessary to enter a Unit or Lot in order to maintain, service, improve, repair, or replace any Common Elements, or Limited

Common Elements, employees, agents, and workmen shall be entitled to entrance by exhibiting to the Owner an order from the Association. The Association shall specifically have the authority to enter any Unit or Lot, for the purposes of repairing, maintaining, servicing, improving, or replacing the roof, pipes, and wires within any Unit or Lot which services another Unit or Lot. Nothing in this subsection shall be construed to require the Association to maintain, repair, or replace anything, which serves only one Unit, except for the Limited Common Elements.

Section 6. Streets. All streets and adjacent sidewalks shall be and are hereby privately owned and are maintained by the Homeowners Association.

Section 7. Personal Residence. Each Unit shall be used for single family residential purposes only, and no trade or business of any kind may be carried on therein. A "single family" residence means a single housekeeping unit operating on a non-profit, non-commercial basis between its occupants.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Unit Owner and the Developer shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from ownership of any Unit or Lot.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Unit Owners and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. The Class B member shall be the Developer which shall be entitled to a number of votes equal to three times the number of Class A votes in addition to those votes granted pursuant to Section Three hereof. The Class B membership and votes shall dissolve on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal ninety percent of the total Units shown on any recorded subdivision maps subject to this instrument but owned by Owners other than the Developer; or

(b) January 31, 2010.

Section 3. In the event that a Building Lot which is a portion of the Properties, has not been subdivided into individual Units by a recorded resubdivision map, the Developer, for purposes of this Article and in addition to any other Unit owned by the Developer, shall be deemed to own one (1) Unit for each Unit planned for such Building Lot. The Developer shall be entitled to one additional vote for each Lot owned.

Section 4. At such time as a Board of Trustees of the Association is created, the Purchasers of developed lots shall be represented among the Trustees as follows:

(a) One-third of the Trustees shall be purchasers of developed lots after permits for fifty percent (50%) of the lots have been issued;

(b) Two-thirds of the Trustees shall be purchasers of developed lots after permits for ninety-five (95%) percent of the lots have been issued;

(c) All of the Trustees shall be chosen by purchasers of developed lots after all of the lots have been sold.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a deed for a Unit, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for any purpose approved by the Association, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used generally to promote the recreation, health, safety, and welfare of the Owners other than the Developer, and may be used for the improvement and maintenance of the Common Elements and the exterior of all buildings; for those items mentioned in Article V, for the cost of all insurance carried by the Association as set out in Section No. Ten (10) of this Article, for the provision of utilities in the Common Elements, for the administration and management costs of the Association, for legal, accounting, and auditing fees of the Association, and to build the reserves of the Association.

Section 3. Establishment of Assessment.

(A) Each year, on or before June 1, the Board of Directors of the Association shall provide, to each member of the Association, a copy of a proposed annual budget for the next succeeding fiscal year in which is estimated: (i) individual items of expenditures, (ii) a total amount necessary to pay the cost of carrying out the Association's duties, and (iii) a reasonable amount considered by the Board of Directors of the Association to be necessary for contingencies, all sufficiently detailed to reasonably inform the members.

(B) The Board of Directors shall also set a date for a general meeting of the membership, to take place during July, and shall include a notice of the meeting to be delivered with the proposed budget to each member of the Association. The purpose of the meeting will be for the Board of Directors to explain the proposed budget to the membership. Each item of the budget shall be discussed and the members shall be given the opportunity to ask questions or request further explanation of such items.

(C) On or before September 1, the membership may request by petition and signed by sixty percent (60%) of the members entitled to vote, a general meeting of the membership to reconsider the proposed budget. Upon receipt of such request, the Board of Directors shall schedule such meeting, during September, and shall notify each member, in writing, of the time of such meeting and the purpose therefor.

(D) At the meeting held to reconsider the budget, any number of members present shall constitute a quorum. The Board of Directors shall discuss and the members of the Association shall have the opportunity to ask questions about each item of the proposed budget. After the discussion on each item, that item shall be submitted to a vote of the members and shall be considered approved by a simple majority of the members present and voting thereon. After all items in the proposed budget have been discussed and voted upon, the Board shall accept for discussion proposals or additional items of expenditure from the members of the Association. These items shall be discussed and voted upon as provided hereinabove. Any such proposals accepted by a majority vote of the members of the Association present and voting thereon shall be added to and become part of the budget for the next succeeding fiscal year.

(E) The final budget for the Association for the next succeeding fiscal year shall be composed either (i) of the aggregate of those items approved by a majority of the members of the Association present and voting thereon at such meeting as provided for by Section C and D or (ii) the original budget proposed by the Board of Directors and presented to the members under Section B hereof.

(F) On or before December 1 each year, the Board of Directors of the Association shall notify each Owner subject to assessment in writing, of the amount of the estimate established pursuant to subparagraphs (B) or (C) and (D) hereof, if different from the preceding annual assessment. The estimate shall be divided by the total number of Owners subject to assessment, and the result shall constitute the next annual assessment for each Owner.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for any purpose whatsoever, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section Four. Written notice of any meeting called for the purpose of taking any action authorized under Section Four shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on a monthly basis, or for such other period as may be determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on a monthly basis with respect to any Owner on the first month following the recordation of the deed from the Developer by which the Lot is transferred to the Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The monthly due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the monthly due date shall bear interest from the due date at the statutory rate of interest, plus a late charge fee of Ten (\$10.00) Dollars. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Lot. If an Owner does not pay a monthly installment of the annual assessment by 5:00p.m. on the fifteenth day of the month after the month in which the installment was due, the Board may, at its option, declare any remaining balance of the annual assessment for the year to be due and payable and take any and all action necessary to collect the same.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Owner from liability for any assessments thereafter becoming due or relieve the Owner's Lot from the lien thereof.

Section 10. Insurance. The Association shall procure and maintain adequate liability and hazard insurance on all property owned by the Association. The Association is authorized and required to procure and maintain liability and hazard insurance on all building structures, components, appliances, and systems being a part of the Unit or Lot (or a replacement of any part of a Lot) but excluding personal property contents not constituting a part of the Unit. If insurance upon any property other than the Property owned by the Association is procured and

maintained by the Association it shall be procured and maintained in a manner which provides, and maintained substantially equal benefits to all Owners.

ARTICLE V EXTERIOR MAINTENANCE

The Association shall be responsible for maintenance of the Common Elements. In addition, the Association shall be responsible for exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace, and care for roofs, gutters, downspouts, exterior building surfaces (Homeowners can stain their decks but prior approval is required by the Homeowners Association) including patio walls, trees, shrubs (except those planted by Homeowner), grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces of exterior doors, garage doors, and windows.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, the Owner's family, guests, tenants, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Owner is subject. An Owner shall not have the right to paint, repair, maintain, or otherwise cover the exterior portion of the building on any Lot except the glass portions of any door or window.

ARTICLE VI PARKING AND PATIOS

Each Unit shall have two (2) inside garage parking spaces which shall not be a Common Element. A Patio and/or deck shall be an assigned space so that the Owner of the Unit shall have either Patios or Deck space which shall be common area and a Limited Common Element driveway, to be maintained by the Association. Screen porches are excluded.

ARTICLE VII ARCHITECTURAL CONTROL

Section 1. Applicability. The following provisions shall apply exclusively to Owners other than the Developer. The Developer, even though an Owner for certain purposes of this Declaration, shall not be required to comply with any provisions of this Article VII entitled "Architectural Control."

Section 2. Additions, Changes, or Alterations. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and locations in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board who may be compensated at the discretion of the Board, except that no Board member may be compensated for such efforts. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been complied with fully.

Section 3. Fees for Review. If the Architectural Committee receives compensation for its efforts, the Board of Directors may establish a reasonable fee for review of any proposed changes.

Section 4. Guidelines. The Architectural Committee may adopt reasonable guidelines to facilitate the review of proposed changes.

ARTICLE VIII

PARTY WALLS

Section 1. General Rules of Law to Apply Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to their use thereof. Any such use shall be without prejudice to the right of any those Owners to call for a larger contribution from the others under any rule of law which provides for liability or negligent or willful acts or omissions. To the extent that any of the aforementioned items are covered by an insurance policy carried by the Association, the relevant Owner or Owners shall be responsible for the payment of the deductible amount under that policy, and the Association shall apply the policy's proceeds to any repair or replacement.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contributions Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE IX STAGED DEVELOPMENTS

The Developer may make additions to or amend, from time to time, the subdivision map or maps of the Properties, and of any additions to the Properties, and may cause such additions or amendments to be recorded, without the consent of any Owner. Any such additions to the Properties shall be subject to this Declaration by reference hereto on any such subdivision map, all for the purpose of carrying out a general plan of development with respect to such properties.

ARTICLE X USE RESTRICTIONS

Section 1. Residential Uses. Only attached single family- dwelling units shall be erected on any Lot. No use shall be made of any Unit except as is incidental to the occupation thereof for residence purposes by one immediate family residing in an attached single family-dwelling.

Section 2. Fences. No visible, or invisible fence or wall of any kind shall be erected, begun, or permitted to remain upon any Lot or Unit of the Properties unless approved by the Board of Directors of the Grand Glaize Homeowners Association.

Section 3. No Commercial Activities. No commercial activity of any kind shall be conducted on any Lot or in any Unit, but nothing herein shall prohibit the carrying on of promotional activities by the Developer.

Section 4. Livestock. No hogs, cows, horses, rabbits, chickens, goats, poultry, birds livestock, or animals of any kind, other than house pets (except house pets with vicious propensities), shall be brought onto or kept on any Lot or in any Unit; and no more than a total of two dogs, cats, or other such pets may be kept or maintained on any Lot or in any Unit. The Homeowner shall be responsible for cleaning up after Pets in any common areas, and shall comply with City leash laws governing Pets.

Section 5. Parking of Motor Vehicles, Boats, and Trailers. No trucks, or commercial vehicles, boats, house trailers, boat trailers, recreational vehicles, and trailers of every other description shall be permitted to be parked or to be stored on any Lot except only during periods of approved construction on the Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, or other commercial services.

Section 6. Overhead Wiring. No power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on any Lot without the consent in writing by the Board of Directors of The Villas at Grand Glaize Owners Association.

Section 7. Laundry Poles. No permanent poles for attaching wires of lines for the purpose of hanging laundry thereon shall be erected, installed, or constructed on any Lot. No Linens or Towels shall be allowed to hang over outside Deck or Railings.

Section 8. Antennas. Unless prohibited by Federal Law, no outside radio, television, or satellite antenna shall be erected, installed, or constructed on the Properties, without the written consent of the Board of Directors of the Grand Glaize Homeowners Association.

Section 9. Fuel Tanks. No fuel tank or container of any nature shall be placed, erected, installed, or constructed on any Lot, unless approved in writing by the Board of Directors of the Grand Glaize Homeowners Association.

Section 10. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 11. Signs. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any Lot; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each Lot as sold and conveyed, which advertising board shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale the Lot upon which it is erected. During the course of Development of the Property no Signs for sale or re-sale of any units shall be allowed without the written approval of the Developer or the Home Owners Association.

Section 12. Drilling and Quarrying. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 13. Dumping of Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, all of which shall not be kept except in sanitary containers, or incinerators or other equipment for the storage or disposal of such material, which equipment shall be kept in a clean and sanitary condition.

Section 14. Sewage Disposal. No individual sewage treatment system shall be permitted on any Lot. All sanitary sewer lines shall connect with the central sewage disposal system provided. Water from downspouts or any surface water shall not be permitted to drain into the sanitary sewer system.

Section 15. Water Supply. No individual water supply system shall be permitted on any Lot, except for use in air conditioners and sprinkler systems.

Section 16. Utility Easements. Easements for installation of maintenance utilities and drainage facilities are reserved to the Developer as shown on recorded plats. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Any easement area of any Lot and all improvements in it shall be maintained continuously by the owner of the Lot, or the Homeowners Association, except for those improvements for which a public authority or utility company is responsible.

Section 17. Care and Appearance of Premises. The structures and grounds on each Lot a neat and attractive manner. The Villas at Grand Glaize Homeowners Association shall have the right upon twenty (20) days notice to the Owner of the Lot involved, setting forth the action intended to be taken, and if at the end of such time such action has not been taken by the Owner, at the expense of the Owner, to remove trash or rubbish, and to cut grass, weeds, and vegetation and to trim or prune, any hedge or other planting that in the opinion of the Board of Directors of the Grand Glaize Homeowners Association, by reason of its location, or the height to which or the manner in which it is permitted to grow is detrimental to adjoining property or is unattractive in appearance. The Villas at Grand Glaize Homeowners Association shall further have the right, upon like notice and conditions, to care for vacant and unimproved property, and to remove grass, weeds, and rubbish therefrom and to do any and all things necessary or desirable in the opinion of The Villas at Grand Glaize Homeowners Association to keep such property in neat and good order, all at the cost and expense of the Owner. Such costs and expenses incurred by The Villas at Grand Glaize Homeowners Association shall be paid to the Association upon demand and if not paid within ten (10) days thereof then they shall become a lien upon the property effected, equal in priority to the lien provided for in the Article entitled "Maintenance Assessments." All interior window treatments shall show as white on the outside. No individual landscaping, fences or exterior structures shall be allowed without the prior written approval of the Homeowners Association.

Section 18. Garages. Each unit shall be equipped with an electronic garage door opener.

Section 19. Rentals. No short or long term rental or leasing of the Units shall be allowed without the prior written consent of the HomeOwners Association.

Section 20. General Plan. All of the foregoing restrictions are intended to constitute a general plan for the benefit of and be enforceable by all present and future owners of or parties interested in any of the Lots or Units of The Villas at Grand Glaize or any part thereof and their heirs and assigns as well as by the Grand Glaize Homeowners Association.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any such action instituted by the Association, acting through its Board of Directors, exclusively, the prevailing party shall have the right to collect reasonable attorneys fees and if the Association is the prevailing party it shall also have the right to recover costs of suit.

Section 2. Severability. Invalidation of any one of these covenants or order shall in no wise affect any other Provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years for three consecutive extensions. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-five percent (65%) of the Owners, and thereafter by an instrument signed by not less than fifty-one percent (51%) of the Owners. Any amendment must be recorded. For purpose of this Section the Developer shall have the right to veto any amendment, so long as the Developer has voting rights pursuant to Article III, Section 2.

Section 4. Duration. In the event that the Villas at Grand Glaize Homeowners Association is dissolved, the residents shall still be responsible for the maintenance of any storm water management systems or areas held in common.

IN WITNESS WHEREOF, the undersigned, being the Developer has hereunto set its hand and seal this 10th day of November 1999.

Villas of Grand Glaize L.P.
D/B/A Villas at Grand Glaize
Grand Villas Inc., General Partner

By: [Signature]
Derek M. Egan, President

STATE OF MISSOURI

SS

COUNTY OF CAMDEN

On this 10 day of ~~NOVEMBER~~ NOVEMBER, 1999, before me appeared Derek Egan to me personally known, who being duly sworn, did say that he is the authorized signatory for Villas at Grand Glaize L.P. D/B/A Villas at Grand Glaize and the foregoing instrument was signed and acknowledged said instrument to be the free act and deed of said Partnership.

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

Notary Public Mary E Nelson

My Commission expires: 3/26/00

MARY E NELSON
NOTARY PUBLIC STATE OF MISSOURI
CAMDEN COUNTY
MY COMMISSION EXP. MAR. 26, 2000



STATE OF MISSOURI

SS

COUNTY OF CAMDEN

I, the undersigned Recorder of Deeds for said County and State do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office on the 10 day of NOVEMBER A.D. 1999 at 12 o'clock P.M. and it truly recorded in Book 495 Page 57. Witness my hand and official seal on the day and year aforesaid.

EXHIBIT "A"

LEGAL DESCRIPTION

28.16 ACRES AT 54-40 LAKE ROAD, OSAGE BEACH, MO 65065
PLAT BOOK 9
PAGE NO. 6
CAMDEN COUNTY RECORDER'S OFFICE

BK0495PG0057

STATE OF MISSOURI
COUNTY OF CAMDEN
CERTIFIED INSTRUMENT RECORDED

2000 APR 25 A 10:22

BOOK 495 PAGE 57
DONNIE SHELLING, RECORDER

J. Shilling DEPUTY

SI⁰⁰ G.L.T.

