

POINTE ROYALE GOLF VILLAGE

DECLARATION OF RESTRICTIVE COVENANTS

Pointe Royale Subdivision

Current as of
3/1/2009

Pointe Royale Village and Country Club, Inc., is a Missouri corporation and owns certain lands hereinafter described in Article II of this Declaration and are reflected in a plat filed contemporaneously filed with this Declaration in the Office of the Taney County, Missouri, Recorder of Deeds and is of record at Book 21 Pages 55-64.

Table of Contents

PAGE

ARTICLE I.....	6
DEFINITIONS.....	6
PROPERTY SUBJECT TO THIS DECLARATION	8
Section 1. Existing Property.....	8
Section 2. Additions to Existing Property.....	9
Section 3. Limitation on Additions.....	9
ARTICLE III.....	10
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS	10
Section 1. Membership.....	10
Section 2. Voting Rights	11
Section 3. Easement of Enjoyment Limited.....	11
RESERVATION OF EASEMENTS.....	12
Section 1. Utility and Drainage Easements.....	13
Section 2. Easements for Streets.....	13
Section 3. Others.....	14
ARTICLE V	14
RESERVED PROPERTIES	14
Section 1. Reserved Properties	14
Section 2. Utilities Reserved.....	14
PLAN FOR CONSTRUCTION AND MAINTENANCE OF COMMON ELEMENTS	15
Section 1. Water Distribution System	15
Section 2. Sewer Collection System and Sewage Treatment Plant.....	15
Section 3. Private Streets.....	15
Section 4. Recreational Facilities	16
ARTICLE VII	16
PLAN FOR CONSTRUCTION AND MAINTENANCE OF LIMITED COMMON ELEMENTS	16
Section 1. Construction and Maintenance.....	16
Section 2. Failure to Administer	16
ARTICLE VIII.....	17
PROPERTY RIGHTS IN COMMON ELEMENTS.....	17
Section 1. Association	17
Section 2. Interest of the Association.....	17
Section 3. Title to Common Elements.....	17

Section 4. Members Easement of Enjoyment	17
Section 5. Guests and Delegation of Easement of Enjoyment.....	18
Section 6. Parking Rights	19
Section 7. Access to Private Streets.....	19
ARTICLE IX.....	20
PROPERTY RIGHTS IN LIMITED COMMON ELEMENTS.....	20
Section 1. Owners' Easement of Enjoyment	20
Section 2. Title to Limited Common Elements	20
ARTICLE X.....	20
COVENANT FOR MAINTENANCE ASSESSMENTS	20
Section 1. Creation of Lien for Annual and Special Assessments.	20
Section 2. Purpose of Annual Assessments	21
Section 3. Basis and Maximum Annual Assessment	21
Section 4. Special Assessments	21
Section 5. Notice and Quorum.....	21
Section 6. Date of Commencement of Assessments and Application thereof to Lots, Condominiums, Living Units and Associate Memberships.....	22
Section 7. Non-Payment of Assessments.....	22
Section 8. Subordination of the Lien to Deeds of Trust and Mortgages.....	22
Section 9. Exempt Property	23
Section 10. Golf Assessment	23
Section 11. Purpose of Golf Assessment	23
Section 12. Basis and Maximum Golf Assessment.....	23
Section 13. Notification of Golf Assessment.....	24
Section 14. Non-Payment of Golf Course Assessment.....	24
Section 15. Delegation of Collection of Assessments.....	24
ARTICLE XI.....	25
ARCHITECTURAL CONTROL COMMITTEE	25
ARTICLE XII.....	25
GOLF COURSE COMMITTEE	25
ARTICLE XIII.....	26
EXTERIOR MAINTENANCE	26
Section 1. Failure to Maintain by Owner	26
Section 2. Assessment	26
Section 3. Access at Reasonable Hours.....	26

ARTICLE XIV.....	26
OWNER LIABILITY.....	26
ARTICLE XV.....	27
SUSPENSION OF VOTING RIGHTS AND EASEMENT OF ENJOYMENT.....	27
Section 1. Regular Suspension.....	27
Section 2. Penalty.....	27
Section 3. General.....	27
ARTICLE XVI.....	27
PROTECTIVE COVENANTS.....	27
ARTICLE XVII.....	28
MISCELLANEOUS PROVISIONS.....	28
Section 1. Duration.....	28
Section 2. Invalidity.....	28
Section 3. Notices.....	28
Section 4. Genders and Plurals.....	28
Section 5. Captions.....	28
Section 6. Enforcement.....	28
Section 7. Assignment, Transfer or Conveyance by Developer.....	28
Section 8. Applicability.....	29
EXHIBIT 1 TO THE DECLARATION.....	30
1. APPLICATION.....	30
2. ARCHITECTURAL CONTROL COMMITTEE.....	30
3. AMENDMENT, RESCISSION OR ADDITIONS.....	30
4. ZONING.....	30
5. SQUARE FOOTAGE OF SINGLE FAMILY DETACHED.....	31
6. HEIGHT LIMITATION ON SINGLE FAMILY.....	31
7. DRIVEWAYS OF SINGLE FAMILY.....	31
8. TEMPORARY STRUCTURES.....	31
9. OUTBUILDINGS.....	31
10. RE-SUBDIVISION.....	31
11. SETBACKS.....	31
12. UTILITY EASEMENTS.....	32
13. FENCES AND WALLS.....	32
14. SIGHT DISTANCE AT INTERSECTION.....	32
15. TIME FOR COMPLETION OF BUILDINGS.....	32

16.	INSPECTION PRIOR TO OCCUPANCY	32
17.	NO DIRECT ACCESS TO POINTE ROYALE DRIVE	32
18.	CUTTING OF VEGETATION.....	33
19.	GARBAGE AND REFUSE DISPOSAL	33
20.	NUISANCES.....	33
21.	INOPERATIVE OR JUNK MOTOR VEHICLES PROHIBITED.....	33
22.	LIVESTOCK, ANIMALS AND POULTRY.....	33
23.	SEWAGE DISPOSAL.....	33
24.	WATER SUPPLY	33
25.	SIGNS	34
26.	MODEL HOUSES	34
27.	PRIVATE BOAT DOCKS	34
28.	BUSINESS PROHIBITED IN RESIDENTIAL AREAS	34
29.	A.C.C	34
30.	ENFORCEMENT	34

**DECLARATION OF RESTRICTIVE COVENANTS
OF
POINTE ROYALE SUBDIVISION
(With Amendments through October 15, 1999)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Pointe Royale Village and Country Club, Inc., a Missouri corporation, hereinafter called "Developer has acquired and is now the Owner of certain lands hereinafter described in Article II of this Declaration and all of which, with the exception of certain Lots hereinafter referred to, are reflected on a plat prepared by Steven A. Smith, Registered Land Surveyor #1880, State of Missouri, bearing the date of July 8, 1985, which plat referred to is filed contemporaneously with the filing of this Declaration in the Office of the Taney County, Missouri, Recorder of Deeds and is of record at Book 21 Pages 55 - 64, and which plat is by reference made a part of this Declaration and likewise this Declaration is by reference made a part of said plat; and

WHEREAS, Developer desires to create upon said lands and other additions as herein provided under Article II a residential community with public and private streets, roads, ways and lanes as indicated on the plat aforesaid, water system, lakes, clubhouse tennis courts, swimming pool, golf course, sewerage system and other common facilities for the benefit of said community; and,

WHEREAS, Developer desires to provide for the construction of the facilities aforesaid and also desires to provide for the preservation of the values and amenities in said community and for the maintenance of said public and private streets, roads, ways and lanes as well as the water system, lakes, clubhouse, tennis courts, swimming pool, golf course, sewerage system and other common facilities; and to this end desires to subject the real property described in Article II together with such additions as may hereafter be made thereto the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof; and,

WHEREAS, Developer has deemed it desirable and necessary, for the efficient construction of the common facilities and the preservation of the values and amenities in said community that an entity be created to which should be delegated and assigned the powers of the construction, maintaining and administering the common facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and,

WHEREAS, the Developer has through its management encouraged and participated in the organization of Pointe Royale Village Property Owners Association, hereinafter referred to as the "Association," a not-for-profit corporation organized and existing under and by virtue of the laws of the State of Missouri with its principal place of business at Branson, Missouri, for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easement, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

In addition to other definitions herein provided and except where it is clearly evident from the context that a different meaning is intended, the following terms shall have the following meanings when used in this Declaration, any Supplemental Declaration, any recorded plat of the lands covered hereby, and other documents related to the Project:

(1) "Declaration" means this instrument as extended or supplemented from time to time in the manner herein provided.

(2) "Developer" means Pointe Royale Village & Country Club, Inc., a Missouri corporation, its successors and assigns.

(3) "Association" means Pointe Royale Property Owners Association, a Missouri not-for-profit corporation, its successors and assigns.

(4) "Project" means all real property concurrently herewith or in the future subjected to this Declaration.

(5) "Common Elements" means any property, real, personal or mixed, owned or leased by the Association, those areas reflected as such upon any recorded subdivision plat of the Project, and those areas so designated from time to time by the Developer, intended to be devoted to the common use and enjoyment of the Owners.

(6) "Limited Common Elements" means those areas reflected as such upon any recorded subdivision or condominium or plat of the Project and those areas so designated from time to time by the Developer, intended to be devoted to the common use and enjoyment of the Owners of specifically designated property.

(7) "Private Streets" shall mean and refer to every way of access for vehicles which is not dedicated to the general public and shall be considered as either Common Elements or Limited Common Elements. The fact that a Private Street shall be known by the name of street, road, avenue, way, lane, place or other name shall in nowise cause the particular street to be public in nature despite the fact that streets under general definitions are not private in nature.

(8) "Public Streets" shall mean and refer to all ways of access for vehicles which are dedicated to the general public.

(9) "Utility Easements" shall mean and refer to those areas of land designated for such purposes on any recorded subdivision plat of the Project or as may be provided for in or by this Declaration or any Supplemental Declaration.

(10) "Reserved Properties" shall mean and refer to those areas of land designated as such on any recorded subdivision plat of the Project.

(11) "Lot" shall be the numbered Lots or numbered and lettered Lots in the numbered blocks as shown on any recorded subdivision plat of the Project.

(12) "Commercial Lot" shall mean and refer to any Lot so designated upon any recorded subdivision plat of the Project, or as may be so designated by this Declaration or any Supplemental Declaration.

(13) "Residential Lot" shall mean and refer to any Lot so designated upon any recorded subdivision plat of the Project, or as may be so designated by this Declaration or any Supplemental Declaration.

(14) "Living Unit" shall mean and refer to any portion of a building situated upon the Project designated and intended for use and occupancy as a residence by a single family and shall include, but not be limited to, condominiums.

(15) "Single Family Detached" shall mean and refer to any building intended for use by a single family and not attached to any other building.

(16) "Single Family Detached" shall mean and refer to any building containing two or more Living Units attached but each Living Unit located on a separate Parcel of Land.

(17) "Multi-family Structure" shall mean and refer to any building containing two or more Living Units located on a single Parcel of Land.

(18) "A Parcel of Land" may be less than a Lot, a single Lot, more than a Lot, several Lots, or a plot of land described by a metes and bounds description.

(19) "Member" means all those persons or entities who are members of the Pointe Royale Village & Country Club Association as hereinafter provided.

(20) "Owner" means the Developer and any person, firm, corporation, partnership, association or other legal entity, or any combination thereof, owning of record or purchasing from the Developer a fee interest in a Lot, Condominium, or Living Unit, or who has purchased or is purchasing an Associate Membership from the Developer.

(21) "Occupant" means any person or persons in possession of a unit.

(22) "Household" shall mean those who dwell under the same roof and constitute a family.

(23) "Common Expense" means all expenses incurred by the Association for the construction, maintenance, repair, replacement, operation, management and administration of the Project and the Common Property, together with any expenses which are the specific responsibility of an individual Owner which are paid by the Association and charged to the responsible Owner as a Personal Charge for reimbursement.

(24) "Assessment" means such amounts as are required by the Association for payment of the Common expenses and levied against the Owners by the Association in accordance herewith.

(25) "Personal Charge" means any expense of charge of the Association for which a specific Owner is liable.

(26) "Condominium" means real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the Owners of those portions.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The existing real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located and situated in Taney County, Missouri, to-wit:

Lots 1 through 33, both inclusive, Block 1, Pointe Royale Subdivision as per plat thereof, recorded at Book 21, Page 57 & 58, Taney County, Missouri, Recorder of Deeds.

Lots 1 through 16, both inclusive, Block 2, Pointe Royale Subdivision as per plat thereof, recorded at Book 21, Page 57 & 58, Taney County Missouri, Recorder of Deeds.

Lots 1 through 17, both inclusive, Block 3, Pointe Royale Subdivision as per plat thereof, recorded at Book 21, Page 61 & 62, Taney County, Missouri, Recorder of Deeds.

Lots 1 through 40, both inclusive, Block 6, Pointe Royale Subdivision as per plat thereof, recorded at Book 21, Page 61 & 62, Taney County, Missouri, Recorder of Deeds.

Lots 1 through 21, both inclusive, Block 7, Pointe Royale Subdivision as per plat thereof, recorded at Book 21, Page 61 & 62, Taney County, Missouri, Recorder of Deeds.

Lots 1 through 43, both inclusive, Block 8, Pointe Royale Subdivision as per plat thereof, recorded at Book 21, Page 63 & 64, Taney County, Missouri, Recorder of Deeds.

Lots 1 through 69, both inclusive, Block 9, Pointe Royale Subdivision as per plat thereof, recorded at Book 21, Page 63 & 64, Taney County, Missouri, Recorder of Deeds.
and all the same being residential Lots for Single Family Detached structures only.

(Amendment 3/27/86)

Lots 1 through 14A, both inclusive, Block 4, Pointe Royale Subdivision as per plat thereof, recorded at Book 21, Page 71, Taney County, Missouri, Recorder of Deeds.

(Amendment 1/27/88)

Lots 1 through 14A, both inclusive, Block 5, Pointe Royale Subdivision being platted as SECOND RE-PLAT OF TRACT B POINTE ROYALE SUBDIVISION thereof, recorded at Book 21, Page 55-68, Taney County, Missouri, Recorder of Deeds.

and all the same being residential Lots of zero-lot line, Attached structures only.

Section 2. Additions to Existing Property. Additional lands of the Developer situated in Taney County, Missouri, as well as any other hereafter acquired by the Developer, whether or not so situated, may become subject to this Declaration in the following manner:

(a) The Developer, its successor and assigns, shall have the right, but not the obligation, to bring additional properties within the plan of this Declaration in future stages of development regardless of whether said properties are presently owned by the Developer. Such proposed additions, if made, shall become subject to Assessments as hereinafter provided. Under no circumstances shall this Declaration or any Supplemental Declaration bind the Developer, its successors and assigns, to make any proposed additions.

(b) The additions authorized hereunder shall be made by filing of record a Supplemental Declaration with respect to the additional property which shall extend the plan of this Declaration to such property, and the Owners, including the Developer, in such additions shall immediately be entitled to all privileges herein provided.

(c) Such Supplemental Declarations, if any, may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as are not inconsistent with the plan of this Declaration. In no event, however shall such Supplemental Declarations revoke, modify or add to the covenants, conditions and restrictions established by this Declaration or any Supplemental Declaration with respect to the Existing Property.

Section 3. Limitation on Additions. No one other than the Developer, its successors and assigns, shall have the right to subject additional lands to this Declaration unless the Developer, its successors and assigns, shall indicate in writing the Association that such additional lands may be included hereunder.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. The following classes of membership in the Association are hereby established subject to the limitations herein set forth.

(a) General Membership: Every person or entity, other than the Developer or Associate Member, who is the record Owner of a fee interest in a Lot or Living Unit or Condominium, which is subject to being assessed by the Association, even though such Assessment has not yet commenced, shall be a General Member of the Association. General Members shall be entitled to the privileges of Membership.

(b) Associate Membership: In order to provide revenue to the Association and enhance utilization of the recreational facilities of the Project the Developer shall have 200 Certificates of Associate Membership in the Association. Such Associate Memberships may be sold by the Developer and shall not require the ownership of a Lot or Living Unit or Condominium. Any person who owns or is purchasing from the Developer an interest in such Associate Memberships shall be entitled to the privileges of Membership in the Association except as hereinafter provided. Such Associate Memberships may be terminated by the Developer for failure of the purchasing Owner to pay in full the purchase price therefore to the Developer or any other breach of such contract of purchase in accordance with the terms of such contract of purchase or by the mutual cancellation of such contract of purchase by the parties thereto. Notwithstanding anything herein above to the contrary, upon the termination of an Associate Membership, for any reason whatsoever, the Developer shall have the right, but not the obligation, to create and sell an additional Associate Membership in the place thereof, without payment of any kind by the Developer therefore, so long as the total of the outstanding Associate Memberships does not exceed 200.

(c) Developer Membership: The Developer, its successors and assigns, shall be a Member of the Association so long as it shall be the record Owner of a fee or undivided fee interest in any Lot, Living Unit or Associate Membership which is subject to being assessed by the Association, even though such assessments have not yet commenced, and shall further be a member until it is paid in full for every such Lot, Living Unit or Associate Membership it shall sell. The Developer, its successors and assigns, shall be entitled to the privileges of a Member for each such Lot, Living Unit or Associate Membership and shall be further entitled to the issuance of membership guest cards during such Membership to the extent it may deem necessary in its sole discretion to assist in the development and sale of Lots, Living Units, condominiums and Associate Memberships.

Notwithstanding anything hereinabove to the contrary, these provisions for Membership are not extended to any person or entity than the Developer who holds such interest merely as security for the performance of an obligation.

Section 2. Voting Rights. All those persons or entities as defined in Section 1, Paragraph (A) of this Article III, with the exception of Developer, who have paid the Developer in full for the purchase price of the Lot, Living Unit or Condominium, shall be entitled to one (1) vote for each Lot, Living Unit or Condominium in which they hold the interest required for Membership by Section 1, Paragraph (A) of this Article III. When more than one person and/or entity holds such interest, the vote for such Lot, Living Unit or Condominium shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot, Living Unit or Condominium.

All those persons as defined in Section 1, Paragraph (B) of this Article III, with the exception of Developer, who have paid the Developer in full for the purchase price of the Association Membership shall be entitled to one (1) vote for each Associate Membership in which they hold the interest required for Associate Membership by Section 1, Paragraph (B) of this Article III, provided however that such Associate Members shall be entitled to vote and cast votes only on issues which come before the Association and which pertain to the operation, maintenance, repair, improvement, management, funding, regulation, conveyance and encumbering of the 18-hole championship golf course common element as more particularly described in Section 3 of Article VI hereof and the pro shop, and men's and women's locker rooms which are, or are to be, a part of the clubhouse common element as more particularly described in Section 3 of Article VI hereof.

The Developer shall be entitled to two (2) votes for each Lot, Living Unit, Condominium, or Associate Membership in which it holds the interest required for Membership by Section 1 of this Article III until such time as it shall cease to be a record Owner thereof and shall have been paid in full therefore. The Developer shall continue to have the right to cast votes as aforesaid even though it may have contracted to sell the Lot, Living Unit, Condominium or Associate Membership or may have same under a mortgage or deed of trust.

For the purposes of determining the votes allowed herein when Living Units or condominiums are counted, the Lot, or Lots upon which such Living Units are situated shall not be counted.

Section 3. Easement of Enjoyment Limited. Unless expanded by the Association as provided in Section 4 (F) of Article VIII of this Declaration, Members other than the Developer are limited in their easement of enjoyment of the Common Elements to one Household, with the exception of usage of the Private Streets. When more than one household holds Membership in a single Lot, Living Unit, Condominium, or Associate Membership, the Household entitled to the easement of enjoyment shall be designated by accordance with the subject to the provisions and restrictions set forth therefore in the By-Laws of the Association.

ARTICLE IV

RESERVATION OF EASEMENTS.

(Original)

Section 1. Utility and Drainage Easements. Developer, for itself and its successors and assigns, hereby reserves and is given a perpetual, alienable and reasonable blanket easement, privilege and right, but not the obligation, on, in, over and under the lands as hereinafter designated of the Project to install, maintain and use electric, antenna television, telephone transmission and distribution systems, poles, wires, cables and conduits, water mains, water lines, drainage lines and drainage ditches, or drainage structures, sewers and other suitable equipment and structures for drainage and sewerage collection and disposal purposes, or for the installation, maintenance, transmission and use of electricity, cable television systems, telephone, gas, lighting, heating, water, drainage, sewerage and other conveniences or utilities on, in, over and under all of the Common Elements and Limited Common Elements, and, on, over and under all of the easements, including but not limited to, private and public streets, in place or shown on any subdivision plat of the Project, whether such easements are for drainage, utilities or other purposes, and on, in, over and under a 7 ½ foot strip along the interior of all Lot lines of each Lot in the Project, said 7 ½ foot strip aforesaid to be parallel to the interior Lot lines of the respective Lots. Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to herein with the understanding, however that the Developer will make such utility easements available to the Association for the purpose of installation of sewer lines and other sewer installation and, in addition, will also make such utility easements available to the Association for any other utilities which the Developer and Association shall agree upon, and for which the Association shall have assumed the responsibility for obtaining additional easements in order that utilities other than sewer may be installed. Such utility easements shall be made available to the Association without cost to it. The Association and Owners other than the Developer and Developer's successors and assigns shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements, except that the Association shall own all pipes, mains lines and other equipment or facilities which pertain to the sewer system and sewage treatment plant installed as Common Elements. All such easements, including those designated on any plat of the Project, not made available to the Association are and shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns. Within these aforesaid easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance or utilities, or which may change the direction of flow of drainage channels within the easements, or which may obstruct or retard the flow of water through drainage channels within the easements.

(Amendment 3/27/86)

Section 1. Utility and Drainage Easements. Developer, for itself and its successors and assigns, here reserves and is given a perpetual, alienable and releasable blanket easement, privilege and right, but not the obligation, on, in, over and under the lands as hereinafter designated of the Project to install, maintain and use electric, antenna television and telephone transmission and distribution systems, poles, wires, cables and conduits, water mains, water lines, drainage lines and drainage ditches, or drainage structures, sewers and other suitable equipment and structures for drainage and sewerage collection and disposal purposes, or for the installation, maintenance, transmission and use of electricity, cable television systems, telephone, gas, lighting, heating, water, drainage, sewerage and other conveniences or utilities on, in, over and under all of the Common Elements and Limited Common Elements, and on, in, over and under all of the easements, including, but not limited to, private and public streets, in place or shown on any subdivision plat of the Project, no building, including Single Family Detached Residential Structure shall be constructed closer to a side Lot line than six (6) feet or otherwise constructed on any utility easement reserved herein, in the Declaration or in the Subdivision plat. Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements, and rights referred to herein with the understanding, however, that the Developer will make such utility easements available to the Association for the purpose of installation of sewer lines and other sewer installations and, in addition, will also make such utility easements available to the Association for any other utilities which the Developer and Association shall agree upon, and for which the Association shall have assumed the responsibility for obtaining additional easements in order that utilities other than sewer may be installed. Such utility easements shall be made available to the Association without cost to it. The Association and Owners other than the Developer and Developer's successors and assigns shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements, except that the Association shall own all pipes, mains, lines and other equipment or facilities which pertain to the sewer system and sewage treatment plant installed as Common Elements. All such easements, including those designated on any plat of the Project, not made available to the Association are and shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns. Within these aforesaid easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance or utilities, or which may change the direction of flow of drainage channels within the easements, or which may obstruct or retard the flow of water through drainage channels within the easements.

Section 2. Easements for Streets. Developer, for itself and its successors and assigns, hereby reserves a perpetual, alienable and releasable blanket easement, privilege and right, but not the obligation, in, upon, over and across the Common Elements, Limited Common Elements and Private Streets for purposes of constructing and maintaining such roads, streets or highways as it shall determine to be necessary or desirable in its sole discretion, including such cuts, grading, leveling, filling, draining, paving, bridges, culverts, ramps and any and all other actions or installations which it deems necessary or desirable for such roads, streets or highways to be sufficient for all purposes of transportation and travel. The width and location of the right of way for such roads, streets or highways shall be within the sole discretion of Developer, its successors and assigns, provided, however, that the Developer, its successors and assigns, will use their best efforts consistent with their purposes to lessen any damage or inconvenience to

improvements which have theretofore been located upon the property. Developer, its successors and assigns, further reserves the unrestricted and sole right and power of designating such roads, streets or highways as public or private and of alienating and releasing the privileges, easements and rights reserved herein.

Section 3. Others. All other easements and reservations as reflected on or in the notes of the recorded subdivision or condominium plats of lands within the Project or hereafter granted of record by the Association, in its sole discretion, as to the Common Elements, shall be binding upon each Owner and his Lot, Condominium, or Living Unit to the same extent as if set forth herein.

ARTICLE V

RESERVED PROPERTIES

Section 1. Reserved Properties. Any area upon a recorded plat under this Declaration or any Supplemental Declaration, if any, designated as "Reserved Properties" shall remain the sole and exclusive property of the Developer, its successors and assigns, and neither this Declaration or any Supplemental Declaration or the plats in connection with same shall in anywise apply to such "Reserved Properties" unless at a later time same shall be included there under as provided in Article II hereof.

Section 2. Utilities Reserved. It is contemplated that utilities for the Project other than the sewer distribution system and sewage treatment plant shall be furnished by companies so engaged in the vicinity of the Project. The developer has and retains the exclusive right to negotiate contracts and agreements with such companies, under such conditions and for such considerations as it shall deem proper under the circumstances. The utilities referred to shall include, but not be limited to, natural, liquefied or manufactured gas systems, electrical systems, sanitation service, telephone systems, satellite television transmission, distribution facilities and water distribution services.

In the event the Developer cannot negotiate contracts and agreements with local companies to furnish the utility services aforesaid, it may, but shall not be obligated, to organize a company or companies to furnish such utility services and shall have the right to enter into agreements therewith to furnish utility services, even though such companies so organized shall be wholly or partially owned by the Developer. Nothing herein contained shall be construed or interpreted as an obligation on the part of the Developer to provide the utilities reserved.

The developer shall have the right, but not the obligation, to delegate to the Association the right to enter into contracts with utility companies to furnish certain or all of the utility services aforesaid. In the event of such delegation, the Association shall have the right to so contract and to expend funds of the Association therefore as a Common Expense in order to secure necessary or desirable utility services whether named hereinabove or not.

ARTICLE VI

PLAN FOR CONSTRUCTION AND MAINTENANCE OF COMMON ELEMENTS

Section 1. Water Distribution System. It is contemplated that the water distribution system infrastructure serving the Project and the water distribution system within the Project shall be constructed by Developer and shall then be conveyed by Developer to Tri-State Utilities, Inc. a Missouri corporation regulated by the Missouri Public Service Commission or to another entity regulated by the Missouri Public Service Commission. The Developer shall be the sole judge as to the time when the water system shall be constructed, the sole judge as to when such system shall be extended from time to time and the sole judge as to when said water distribution system and extension thereof are conveyed to Tri-State Utilities, Inc. or other entity regulated by the Missouri Public Service Commission. In the event Developer shall deem that is not economically feasible to extend the water distribution system to any particular area or areas then it shall not be obligated to do so. The cost of the acquisition of treated and potable water from Tri-State Utilities, Inc. or other Missouri Public Service Commission regulated entity shall be paid by the Owners of Lots, Living Units and Condominiums directly to Tri-State Utilities, Inc. or other Missouri Public Service Commission regulated entity and pursuant to rates therefore established by the Missouri Public Service Commission.

Section 2. Sewer Collection System and Sewage Treatment Plant. It is contemplated that the sewage collection system infrastructure and sewage treatment plant serving the Project shall be constructed by Developer and will be a part of the Common Elements. The Developer shall be the sole judge as to the time when the sewer system and sewage treatment plant shall be constructed, shall be the sole judge as to the time when the sewer collection system shall be extended and the sewage treatment plant expanded and the sole judge as to the time when the sewage collection system and sewage treatment plant shall be conveyed to the Association. In the event Developer shall decide it is not economically feasible to extend the sewage collection system to a particular area or expand the sewage treatment plant, it shall not be obligated to do so. The cost of acquisition of sewage treatment from third party sources, maintenance, capital improvements, operations, taxes and other expenses necessary for the operation of the sewer collection system and sewage treatment plant, shall be paid from assessments as herein provided and from charges made to Owners of Lots, Living Units and Condominiums by the Association, or the Associations successors, at such prices as shall be fixed from time to time by the Board of Directors of the Association or governing authority of the Association's successor, if applicable.

Section 3. Private Streets. It is contemplated that the streets shall be constructed by the Developer and that those streets which are dedicated to the general public will be private streets and a part of the Common Elements. However, the developer shall be the sole judge as to when such streets, whether dedicated to the public or as Common Elements, shall be constructed and extended from time to time. The Developer shall also be the sole judge as to the extent the streets will be improved although it is anticipated that same will be constructed and paved in any subdivision of the Project within twelve (12) months after completion of the utility systems in such subdivisions. In the event the Developer shall decide it is not economically feasible to extend improved streets to a particular area, it shall not be obligated to do so. Upon completion of construction, the cost of maintenance, capital improvements, operations, taxes and other

expenses incident to the streets, regardless of whether dedicated to the public or as Common Elements, shall be paid from Assessments as herein provided.

Section 4. Recreational Facilities. It is contemplated that the Developer shall construct Common Elements certain initial recreational facilities consisting of one 18-hole golf course, one golf clubhouse, one recreation center including swimming and tennis, and one boat dock facility. The Developer shall have the right, but not the obligation, to construct such other recreational facilities as Common Elements in later phases of development as it shall in its sole discretion decide. The cost of maintenance, capital improvements, operation, taxes and other expenses incident to these Common Elements shall be the obligation of the Association and shall be paid from Assessments as herein provided and also from any fees for the use of the Common Elements. The Developer shall be the sole judge as to the time when such recreational facilities shall be constructed and if the Developer shall decide that it is not economically feasible to construct any or a portion of such due to the failure to sell sufficient Lots, Living Units, condominiums, and Associate Memberships, it shall not be obligated to construct same.

ARTICLE VII

PLAN FOR CONSTRUCTION AND MAINTENANCE OF LIMITED COMMON ELEMENTS

Section 1. Construction and Maintenance. The Developer shall construct as Limited Common Elements such streets, public or private, utility systems, recreational facilities and other facilities as it shall in its sole discretion decide. The cost of maintenance, capital improvements, operation, taxes and other expenses incident to those Limited Common Elements shall be the obligation of the Owners of the Lots, condominiums, or Living Units entitled to the use and enjoyment of the particular Limited Common Elements. In order to perform such obligations, the Owners of the Lots, Condominiums and Living Units entitled to the use and enjoyment of the particular Limited Common Elements may organize a not-for-profit corporation to be limited in membership to those Owners of Lots, Condominiums and Living Units entitled to the use and enjoyment of the particular Limited Common Elements and the not-for-profit corporation shall have all of the powers, including the power to levy assessments against particular Lots, Condominiums and Living Units in order to obtain funds, as the Association has which are referred to in this Declaration.

Section 2. Failure to Administer. Upon the failure of the Owners of the property entitled to use and enjoyment of the particular Limited Common Elements to provide maintenance, capital improvements, operation, taxes and other expenses indigent to the Limited Common Elements, the Association may perform same and apportion the charge against the Lots, Condominiums and Living Units entitled to the benefit of the particular Limited Common Elements and same shall constitute a lien against such property subject only to the lien by reason of a first mortgage or deed of trust against such property.

ARTICLE VIII

PROPERTY RIGHTS IN COMMON ELEMENTS

Section 1. Association Powers and Duties. The operating entity for the Common Elements within the Project shall be the Association. The Association shall have all powers and duties set forth therefore in this Declaration, its Articles of Incorporation and By-Laws, applicable laws, statutes, ordinances and governmental rules and regulations, and all other lawful powers and duties deemed by its Board of Directors as advisable or necessary to carry out its functions. Every Owner, however acquired, shall be bound by this Declaration, the Association Articles of Incorporation, By-Laws and Rules and Regulations, and the above set forth laws, statutes, ordinances and governmental rules and regulation.

Section 2. Interest of the Association. All property acquired by the Association, whether real, personal or mixed, whether owned or leased, shall be held, utilized and disposed of by the Association as Common Elements for the use and benefit of the Associate Members and Owners within the Project. Except as otherwise specifically provided in this Declaration, any expenses of the Association for replacement of the Common Elements shall be treated as and paid for as part of the Common Expense of the Association.

Section 3. Title to Common Elements. The sewer system collection infrastructure and sewage treatment plant serving the Project and sewer collection system and sewage treatment plant within the Project constructed by the Developer as a part of the Common Elements shall be owned by the Association and transferred by the Developer to the Association as the same is completed. The Developer shall be the sole judge as to the time when the aforesaid improvements, if any, shall be constructed or provided and as to when such lands will be so conveyed. The Developer shall have the right, but not the obligation, to provide additional lands and improvements to the Association as Common Elements and to cause same to be conveyed or transferred to the Association as and when it shall in its sole discretion decide. The Association may acquire additional lands and improvements as Common Elements at its own instance, from the Developer or otherwise.

Section 4. Members Easement of Enjoyment. Every Member of the Association, so long as such Membership shall continue, shall have a right and easement of enjoyment in and to the Common Elements. Such easements of enjoyment shall, however, be subject to the provisions and limitations thereon as set forth in this Declaration or any Supplemental Declaration, including, but not limited to, the following:

(a) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of constructing, maintaining and improving the Common Elements and in aid thereof to mortgage or encumber said property or use any leasehold interest therein as security therefore, provided the rights of such mortgage or deed of trust in said properties shall be subordinate to the rights of the Owners hereunder until there shall be a default under said mortgage or deed of trust; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the Common Elements against foreclosure; and

(c) the right of the Association to suspend the enjoyment rights of any Member other than the Developer as provided in this Declaration; and

(d) the right of the Association to charge reasonable admission and other fees for the use, service and enjoyment of any recreational facility or other improvements situated upon the Common Elements; and

(e) except as to the Developer, Membership in the Association shall entitle only one Household to the benefit of the easement of enjoyment as to the Common Elements, provided, however the Association may enlarge the limitation aforesaid by a majority vote of its Board of Directors and, further provided, this limitation shall not apply to Private Streets; and

(f) the right of the Developer, so long as any Lot, condominium Living Unit or Associate Member is being held by the Developer for sale in the ordinary course of business, to use such portions of the Common Elements as the Developer shall determine in its sole discretion for the purpose of aiding in such sales, including the right to freely determine its sales tour route through the Project even though traffic is increased in a specific area thereby and to use portions of the Common Elements for parking or prospective purchasers and such other parties as the Developer determines. Notwithstanding any provisions of this Declaration to the contrary, the Developer shall further have the right to use any Living Unit owned by it for Model Home purposes in the furtherance of its sales program. The foregoing rights shall include the right to display and erect signs, billboards and placards and to store, keep and exhibit same and to exhibit and distribute audio and visual promotional materials upon the Common Elements or in Model Homes; and

(g) the right of Members to the exclusive use of parking spaces as provided in Section 6 hereof; and

(h) the right of the Association to dedicate or transfer all or any part of the Common Elements to any public agency, quasi public agency or entity, municipal authority, or regulated utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument is signed by Members entitled to cast two-thirds (2/3) of all votes, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance thereof.

Section 5. Guests and Delegation of Easement of Enjoyment. The Association shall, upon the request of an Owner of any Lot, Living Unit or Condominium, issue temporary guest cards for the use of the Common Elements of the Association by guests and invitees of such Owners, provided, however, such temporary guest cards shall be limited to periods not in excess of seven (7) days and, except as to Developer guests, shall be subject to such other reasonable limitations, rules and regulations as provided therefore by the Association. Notwithstanding anything herein to the contrary, the easement of enjoyment of an Owner of a Lot, Living Unit or Condominium may such be transferred to a tenant or lessee who shall occupy such Living Unit of such Owner under a written lease agreement for a term of not less than six (6) months, provided: (1) that a copy of such lease agreement is provided to the Association, (2) the Owner shall remain jointly and severally liable with the lessee for any breach of the duties and

responsibilities of an Owner under this Declaration, (3) during the period of such lease delegation, the lessee shall have such easement of enjoyment in lieu of the Owner, and (4) such delegation shall be otherwise subject to such reasonable rules and regulations as the Board of Directors or the Association shall from time to time determine.

The Association shall, upon the request of Developer or Developer's successors and assigns, issue to Developer or to Developer's successors and assigns not more than one hundred fifty (150) guest cards for the use of the Common Elements of the Association, which guest cards may be distributed by Developer or by Developer's successors and assigns to the guest and invitees of the motel/resort/hotel facility that is to be constructed or shall be constructed on real property located in the North Half of Section 23, Township 22 North, Range 22 West, Taney County, Missouri and which motel/resort/hotel site is adjacent to the Project. The Association shall replace any guest cards lost, damaged or destroyed at no charge so that at all times Developer or Developer's successors and assigns have no less than one hundred fifty (150) guest cards available for use by guest and invitees of the aforesaid motel/resort/hotel facility. The use of the Common Elements of the Association by such guests and invitees of the said motel/resort/hotel facility shall be subject to such reasonable limitations, rules and regulation as provided therefore by the Association.

Section 6. Parking Rights. Subject to reasonable rules and conditions, the Association shall maintain and designate at least one parking space conveniently located with respect to each Living Unit for which the Developer may request same and such parking space shall be for the exclusive use of Members residing therein, their families and guests. The use of such space by any other Member or person may be prohibited and/or enjoined by the Association or the Members entitled thereto. The right of the exclusive use of such parking space and to its maintenance and designation by the Association shall be appurtenant to and shall pass with title to each such Living Unit.

Section 7. Access to Private Streets. Each Owner shall have a right in ingress and egress and passage over all Private Streets which are Common Elements for himself, members of his Household, and his guest and invites, subject to such limitations (except such limitations shall not apply to Developer) as the Association may impose from time to time as to guests and invitees. Such right in the Private Streets shall be appurtenant to and shall pass with the title and equity to every Lot, Living Unit, Condominium and Associate Membership. All Private Streets shall further be subject to a right-of-way for the agents, employees and officers of Taney County, Missouri, State of Missouri, and any other governmental or quasi-governmental agency having jurisdiction in Pointe Royale Subdivision to permit the performance of their duties, including, but not limited to, school buses, mail vehicles, emergency vehicles and law enforcement vehicles. Section 3 of the Article VIII shall in nowise apply to the rights conferred by this Section.

ARTICLE IX

PROPERTY RIGHTS IN LIMITED COMMON ELEMENTS.

Section 1. Owners' Easement of Enjoyment. Lands so designated from to time by the Developer shall be devoted to the common use and enjoyment of the Owners of specifically designated Lots, Condominiums and Living Units to the exclusion of the Lots, condominiums, Living Units, subject to Article IV hereof, shall have a right and easement of enjoyment in and to the particular Limited Common Elements and such easement shall be appurtenant to and shall pass with every such specifically designated Lot, Condominium, or Living Unit.

Section 2. Title to Limited Common Elements. The Developer may retain the legal title to the Limited Common Elements until the Owners of Lots, Condominiums and Living Units entitled to the easement of enjoyment as to the particular Limited Common Elements shall have constructed the permanent improvements thereon and provided for maintenance of same. At such time, the Developer shall convey the title to the particular Limited Common Elements to such entity as the Owners shall direct, and on failure of the Owners to perform or direct the conveyance of the title as to the particular Limited Common Elements, then the Developer shall convey to the Association, and it shall perform as provided in Section 2 of Article VII hereof.

ARTICLE X

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien for Annual and Special Assessments. The Developer, subject to the provisions hereinafter set forth, for each Lot, Condominium and Living Unit owned by it within the Project, hereby covenants and each Owner of a Lot, Condominium, or Living Unit, other than Developer, by acceptance of a deed therefore or by entering into a contract of purchase with Developer therefore, whether or not it shall be so expressed in any deed, contract of purchase or other conveyance, shall be deemed to covenant and agree to pay the Association: (1) Annual Assessments, and (2) Special Assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with such interest thereon and costs of collection, including a reasonable attorney's fee, as hereinafter provided, shall be a continuing charge and lien upon and against the Lot, Condominium, or Living Unit against which each such assessment is made until same be paid in full.

(Amendment 3/3/86)

All dues and assessments heretofore designated and set out for each Lot Owner shall be applicable to and paid by each Owner of a zero lot line or patio home Owner and each such Owner shall be considered a Member of the Property Owners Association referred to in such Declaration.

Section 2. Purpose of Annual Assessments. The Annual Assessment levied hereunder by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners and in particular for the construction, leasing, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Elements and the improvements situated thereupon, including, but not limited to, the sewer system, taxes and insurance on the Common Elements, maintenance, repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. The limitation aforesaid shall not preclude the use of Assessments levied hereunder for maintenance of streets within the Project, even though same may have been dedicated to the public.

Section 3. Basis and Maximum Annual Assessment. Until January 1, of the year immediately following the date of this Declaration, the maximum Annual Assessment shall be Two Hundred Forty Dollars (\$240.00) per Lot, Condominium, or Living Unit. From and after January 1, of the year immediately following the date of this Declaration, the Annual Assessment aforesaid may be increased each year above the Annual Assessment for the previous year by majority vote of the Board of Directors of the Association and without a vote of the Membership, provided, however, that such increase shall not in any one year exceed the greater of ten percent (10%) or increases in the Consumer Price Index for the twelve (12) month period ending June 30, of the preceding year using the "All Urban Consumer, U.S. City Average" for "General Summary, All Items" as promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor or, if such is not available, any other reliable governmental or other non-partisan publication evaluating similar information. Unless the Annual Assessments shall be increased as aforesaid, they shall remain at the rates prevailing for the previous year. From and after January 1 of the year immediately following the date of this Declaration, the Annual Assessment may be changed prospectively from the amounts hereinabove set forth in any year, without limitation on the amount of such change, by a majority vote of Members voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors of the Association may at any time after consideration of current income and expense and the future income requirements of the Association, within its discretion, fix the Annual Assessment at an amount less than the amounts aforesaid.

Section 4. Special Assessments. In addition to the Annual Assessments, the Association may levy in any assessment year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the sewer system and streets within the Project, even though such streets may have been dedicated to the public, and also any desired repair, replacement or improvement of facilities of the Association and/or the construction, of any capital improvement upon the Common Elements, including the necessary fixtures and personal property related thereto, provided that any such assessments shall have the assent of the majority of the votes of Members voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action of Members Authorized Under Sections 3, 4, and 12. Written notice of any meeting of the Membership called for the purpose of taking any action authorized under Section 3 or 4 or 12 hereof shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast a majority of all votes shall

constitute a Quorum. If the required Quorum is not present, another meeting may be called, subject to the same notice requirements, 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 ninety (90) days following the preceding meeting.

Section 6. Date of Commencement of Assessments and Application thereof to Lots, Condominiums, Living Units and Associate Memberships. Annual Assessments shall commence and become due and payable as to each Lot, Condominium and Living Unit on January 1 of each year and shall become delinquent if not paid on or before January 31 of the same year, provided, however, no Assessments shall be applicable to or payable with respect to any Lot, Condominium, or Living Unit until the first day of the second month following the execution of a contract of sale by the Developer with respect to such Lot, Condominium, or Living Unit and, further provided, no Assessment shall commence upon a Lot, Condominium, or Living Unit where such contract of purchase is terminated by reason of a failure of down payment or rescission thereof pursuant to any right granted by any public and/or governmental authority or agency. Each initial Annual Assessment on a Lot, Condominium, or Living Unit shall be prorated according to the number of months remaining in that calendar year. Written notice of Assessments shall not be required. The due date of any Special Assessment shall be fixed in the resolution authorizing such Assessment and may be payable monthly within the discretion of the Board of Directors. The Association shall, upon demand and for which a reasonable charge may be imposed, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot, Condominium, or Living Unit have been paid, which certificate shall be conclusive evidence of payment of any Assessments therein stated to have been paid.

Section 7. Non-Payment of Assessments. If any Assessments are not paid on the date when due, then such Assessments shall become delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and both actions shall be cumulative and neither shall preclude the other. No Owner may waive or otherwise escape liability for the Assessments by non-use of the Common Elements or abandonment.

If Assessments have become delinquent, such Assessments shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Owner to pay such Assessments shall remain his personal obligation and shall pass to successors in title. Such delinquent Assessments shall bear interest from the date of delinquency at any lawful rate as determined from time to time by the Board of Directors of the Association or, if not so determined, the rate of 10% per annum. In the event a judgment is obtained, such judgment shall include interest on the Assessments as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 8. Subordination of the Lien to Deeds of Trust and Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgages or deed of trust now or hereafter placed upon the properties subject to Assessments prior to the date of such Assessment. Assessments made prior to the filing of any mortgage or deed of trust shall be superior liens to have a priority lien interest over such lien of subsequent first mortgages and deeds of trust.

Section 9. Exempt Property. The following property subject to the Declaration shall be exempt from the Assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Elements; (c) the Limited Common Elements; (d) utilities; (e) utility easements and all other easements; (f) any Reserved Properties; and (g) any Lot, Condominium, or Living Unit owned or held by the Developer and excluding and exempting any such Lot, Condominium, or Living Unit sold or contracted to be sold by the Developer which does not remain effective by reason of failure of down payment or rescission pursuant to any right granted or created by any public and/or governmental agency or authority.

Section 10. Golf Assessment. As a condition precedent to the exercise by the Owner of any Lot, Condominium, Living Unit or Associate Membership of the right to use and utilize the 18-hole championship golf course and men's and women's locker rooms, all of which are a part of the Common Elements of the Project, each such Owner of any Lot, Condominium, Living Unit or Associate Membership shall first pay to the Association a Golf Assessment. Such Golf Assessments shall be in addition to all other assessments required herein to be paid by Owners of any Lot, Living Unit or Condominium and shall be fixed, established and collected from time to time as hereinafter provided. No Owner of any Lot, Condominium, Living Unit or Associate Membership shall be permitted to exercise the right to use or utilize the said championship golf course and men's and women's locker rooms until having first paid in full a Golf Assessment in the amount and in the manner herein provided.

Section 11. Purpose of Golf Assessment. The Golf Assessments collected by the Association shall be held in trust by the Association and shall be used exclusively by the Association as directed by the Golf Course Committee for the operation, improvement, management, repair and regulation of the 18-hole championship golf course, pro shop and men's and women's locker rooms, all of which are a part of the Common Elements of the Project. No part of the Golf Assessments collected by the Association shall be used in any other manner or applied for any other purpose than for the operation, improvement, management, repair and regulation of said 18-hole championship golf course, pro shop and men's and women's locker rooms. The Association shall not co-mingle with any other funds or assessments paid to it or owned by it, the Golf Assessments collected by it and all Golf Assessments paid to or collected by the Association shall be deposited in and maintained by it in a separate account at a bank or Savings and Loan Association.

Section 12. Basis and Maximum Golf Assessment. Until January 1 of the year immediately following the date of this Declaration, the maximum Golf Assessment shall be Nine Hundred Dollars (\$900.00) annually for Associate Members and Three Hundred Sixty Dollars (\$360.00) annually for Owners of any Lot, Condominium, or Living Unit. From and after January 1st of the year immediately following the date of this Declaration, the Golf Assessment aforesaid may be increased each year above the Golf Assessment for the previous year by a majority vote of the Board of Directors of the Association and without a vote of the Membership, provided however, that such increase shall not in any one year exceed the greater of ten percent (10%) or increases in the Consumer Price Index for the twelve month period ending June 30 of the preceding year using the "All Urban Consumer, U.S. City Average" for "General Summary, All Items" as promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor or, if such is not available, any other reliable governmental or other non-partisan publication evaluating similar information. Unless the Golf Assessment shall be increased as aforesaid, they

shall remain at the rates prevailing for the previous year. From and after January 1 of the year immediately following the date of this Declaration, the Golf Assessment may be changed prospectively from the amounts hereinabove set forth in any year, without limitation on the amount of such change, by a majority vote of members voting in person or by proxy at a meeting called for such purpose. The Board of Directors of the Association may at any time after consideration of current income and expenditures of the 18-hole championship golf course, pro shop and men's and women's locker rooms, and after consideration of the future income requirements of same, within its discretion, fix the Golf Assessment at amounts less than the amounts aforesaid. Any increase or decrease in the amounts of Golf Assessments for Associate Members and the Owners of Lots, Condominiums or Living Units shall be made in the same ratio to one another as though initially set forth herein.

Section 13. Notification of Golf Assessment and Payment of Golf Assessment. No later than January 10 of each year, other than the year immediately following the date of this Declaration, the Association shall mail by ordinary mail, postage pre-paid, to each Associate Member and Owner of any Lot, Condominium, or Living Unit a notice as to the amount of the Golf Assessment due from each such Associate Member and Owner of any Lot, Condominium, or Living Unit for that calendar year. Such notice shall also set forth that unless said Golf Assessment be paid in full by no later than January 31 of that calendar year that the rights of the said Associate Member or Owner of any Lot, Condominium, or Living Unit to use the 18-hole championship golf course, pro shop and men's and women's locker rooms shall be suspended for the balance of that calendar year. Any Associate Member or Owner of any Lot, Condominium, or Living Unit who shall pay in full his or her Golf Assessment by January 31 of each year shall have the right to use the 18-hole championship golf course, pro shop and men's and women's locker rooms for the remainder of that calendar year, subject to all regulations and rules for use of such facilities as adopted by the Association or the Golf Course Committee.

Section 14. Non-Payment of Golf Course Assessment. Any Associate Member or Owner of any Lot, Condominium, or Living Unit who shall fail to pay in full by January 31 of any year the Golf Course Assessment established as herein provided for that calendar year shall have suspended for the balance of said calendar year his or her right to use or utilize the said 18-hole championship golf course, pro shop and men's and women's locker rooms. No Associate Member or Owner of any Lot, Condominium, or Living Unit who shall fail to pay in full by January 31 of any calendar year the Golf Assessment for such calendar year as established by the Association as hereinabove provided shall be entitled to use or utilize the 18-hole championship golf course, pro shop and men's and women's locker rooms, all of which are Common Elements of the Project, for the balance of the calendar year.

Section 15. Delegation of Collection of Assessments. The Association may delegate the collection of the Assessments herein provided to the Developer, its successors and assigns to be accomplished at the expense of the Association. Due to the common interest of the Developer and the Association, the failure on the part of an Owner to pay an Assessment as herein provided shall be a reason or ground for which the Developer may rescind a contract of sale as to a Lot, Condominium, Living Unit or Associate Membership.

ARTICLE XI

ARCHITECTURAL CONTROL COMMITTEE

Except as to original construction by the Developer, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition, change or alteration be made thereto, until and unless the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design, location in relation to surrounding structures and topography and compliance with this Declaration and the Protective Covenants contained herein by the Architectural Control Committee of the Association. The Committee shall make such determinations by majority vote and the determination of the individual committee members shall be upon the exercise of the sole and absolute discretion of such member. Such Committee shall be composed of three (3) or more representatives appointed by the Board of Directors of the Association. In the event said Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been properly submitted to it in accordance with reasonable rules and regulations which may be adopted thereby, approval will not be required and this provision will be deemed to have been fully complied with. The Architectural Control Committee shall have the right to set reasonable charges and fees within their discretion necessary to offset expenses incurred by them in connection with the performance of their duties hereunder and the failure to pay same shall be grounds for withholding approval hereunder. The Architectural Control Committee, through its members or duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot, Condominium, Living Unit or Lakeshore Easement Area at reasonable hours for the purpose of the performance of its functions hereunder.

ARTICLE XII

GOLF COURSE COMMITTEE

The duties of the operation, management, maintenance, repair and improvement of the 18-hole championship golf course, pro shop and men's and women's locker rooms, all of which are to be a part of the Common Elements of the Project shall be vested in a Golf Course Committee. The Golf Course Committee shall be composed of seven (7) members, three (3) of which shall be appointed by the Board of Directors of the Association and who shall all be Owners of either a Lot, Condominium, or Living Unit and three (3) of which shall be elected by Associate Members by a majority vote of all Associate Members and who shall all be Associate Members. The President of the Board of Directors of the Association shall serve as ex-officio member of the Golf Course Committee, shall preside at all meetings of the Golf Course Committee and shall be entitled to vote only in order to break a tie vote. The Golf Course Committee shall have the authority to hire personnel to operate, manage, repair, maintain and improve the golf course, pro shop and men's and women's locker rooms and the Association shall pay from the funds received by it for Golf Course Assessments the actual bills, costs and expenses incurred by the Golf Course Committee for the operation, management, maintenance, repair and improvement of the golf course, pro shop and men's and women's locker rooms. The

Committee shall have the responsibility for adoption of such rules and regulations and fees governing the use of the golf course, pro shop and men's and women's' locker rooms as it deems prudent and advisable for the orderly, convenient and business-like operation and management of same. The Committee shall also have the responsibility for adopting annual budgets for the operation of the golf course, pro shop and men's and women's locker rooms and shall recommend to the Board of Directors of the Association changes in the Golf Assessments as required in Article X, Section 10 hereof.

ARTICLE XIII

EXTERIOR MAINTENANCE

Section 1. Failure to Maintain by Owner. In the event the Owner of any Lot, Condominium, or Living Unit shall fail to provide for exterior maintenance thereof, the Association may, but shall not be obligated to, provide such exterior maintenance as follows: cut, trim, care for and maintain trees, shrubs and grass, or repair, replace and care for walks, roofs, gutters, down spouts, exterior building surfaces, windows, fascia, doors, decks, sewer grinder pumps and other exterior improvements, including repainting or staining as needed.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed by the Association against the Lot, Condominium, or Living Unit upon which such maintenance is done and shall be added to and become a part of the Annual Assessment to which such Lot, Condominium, or Living Unit is subject as a Personal Charge, and, as a part of such Annual Assessment, it shall be a lien upon said Lot, Condominium, or Living Unit until paid, subject, however, to any prior lien by reason of a first mortgage or first deed of trust, and shall become due and payable in all respects as provided herein for assessments.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article XII, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit or condominium at reasonable hours on any day except Sunday.

ARTICLE XIV

OWNER LIABILITY

Any violations of this Declaration, any Supplemental Declaration, the Association Articles of Incorporation, By-Laws and Regulations, or any laws, statutes, ordinances, or governmental authority rules and regulations by a family member, guest, lessee, licensee or invitee of any Owner other than the Developer shall be the responsibility of that Owner and all enforcement rights or penalties therefore shall be applicable to said Owner, except as specifically provided to the contrary in such documents or laws, statutes, ordinances, or governmental authority rules and regulations.

In the event an Owner violates or threatens to violate any of the provisions hereof, the Association shall have the right to proceed in any appropriate Court for the appropriate equitable relief to seek compliance. In lieu thereof, or in addition thereto, the Association shall have the right to levy a Personal Charge, enforceable in the same manner as Assessments, against the Owner and his Lot, Condominium, Living Unit or Associate Membership for such sums as are necessary to enjoin any violation or to remove any unauthorized addition or alteration and to restore the affected property to good condition and repair.

ARTICLE XV

SUSPENSION OF VOTING RIGHTS AND EASEMENT OF ENJOYMENT

Section 1. Regular Suspension. Should an Owner or Associate Member other than the Developer become delinquent in payment of any Assessment or Personal Charge or violate any other provision of this Declaration, and Supplemental Declaration, or the Association Articles of Incorporation, By-Laws, or Rules and Regulations, the Association may deny such Owner enjoyment of the Common Elements until such time as any such delinquent Assessments or Personal Charges and any interest due thereon are paid and any such violations are ceased and any penalties therefore are satisfied.

Section 2. Penalty Suspension. The Association shall further have the right in its sole discretion to impose as a Penalty Suspension for any such violations the suspension of such Owners easement of enjoyment for a period not to exceed thirty (30) days for any one violation or occurrence. An Owner must be given such notice and opportunity as is reasonable under the circumstances to refute or explain in person or writing the charges against him by the Association before any decision of the Association to impose any such Penalty Suspension is enforced.

Section 3. General. Any suspension of rights under these provisions shall not be used as a basis for any reduction of Assessments or other charges payable by such Owner.

ARTICLE XVI

PROTECTIVE COVENANTS

Attached hereto as Exhibit 1 and made a part hereof as fully as though contained herein word for word are the Protective Covenants relative to the Project as well as any other lands which may be added as provided in Article II hereof. Every provision of this Declaration shall apply as fully as to the Protective Covenants as if same were set forth herein word for word.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owners subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 26 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners having two-thirds (2/3) of the total number of qualified votes in the Association has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least 90 days in advance of any action taken.

Section 2. Invalidity. If any of the provisions of this Declaration, any supplemental Declaration, the Articles of Incorporation or By-Laws of the Association, or any section, clause, phrase, word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of such instruments and the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Genders and Plurals. Whenever the context so requires, use of any gender shall be deemed to include all genders, use of the singular shall include the plural, and use of the plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Project.

Section 5. Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text.

Section 6. Enforcement. Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any covenant, condition or restriction herein, either to restrain violation or to recover damages against the party in violation, and/or against the land to enforce any lien created by these covenants. Failure by the Association, the Developer or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7. Assignment, Transfer or Conveyance by Developer. The Developer reserves and shall have the right to assign, transfer or convey any reservations, rights or obligations of the Developer hereunder, and upon such assignment, transfer or conveyance the

Developer shall immediately be released and discharged as to any and all liability incident to such reservations, right or obligation.

Section 8. Applicability. All provisions set forth herein shall extend to and be binding on the respective legal representatives, heirs, successors and assigns of all parties mentioned herein where consistent with the context hereof.

IN WITNESS WHEREOF, the Developer, joined by the Association for purposes of indicating its agreement hereto, have caused this instrument to be executed by their duly authorized corporate officers and their seals affixed as of this 14th day of February, 19 86.

ATTEST

Pointe Royale Village & Country Club, Inc.
Developer

By: See Below

President – Steven S. Redford

ATTEST

Pointe Royale Property Owners Association, Inc.
Association

By: See Below

President –

STATE OF MISSOURI)

) §§ ACKNOWLEDGMENT

COUNTY OF TANEY)

On this 14th day of February, 19 86 personally appeared before me STEVEN S. REDFORD, to me personally known, who, being by me duly sworn, did say that he is the President of Pointe Royale Village and Country Club, Inc., a Missouri Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed, and delivered in behalf of said corporation, by authority of its Board of Directors, and the said STEVEN S. REDFORD severally acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal at Branson, Missouri, this the day and year aforesaid.

SEAL

See Below

Notary Public

My Commission expires: _____

*NOTE: Original signatures on file.

**PROTECTIVE COVENANTS
TO
POINTE ROYALE SUBDIVISION**

EXHIBIT 1 TO THE DECLARATION

1. **APPLICATION.** These Protective Covenants shall apply to all of the Existing Properties. Same shall also apply to additions to existing Properties unless the Developer shall specifically except from these Protective Covenants such additions or a portion thereof in the Supplemental Declaration by which the Developer subjects such additions to this Declaration. In the event of Conflict between these Protective Covenants and the Declaration, the Declaration shall prevail.

2. **ARCHITECTURAL CONTROL COMMITTEE.** When the Architectural Control Committee, hereinafter referred to as the A.C.C., is mentioned in these Protective Covenants, it shall mean the Architectural Control Committee of the Association as more particularly described in Article XI of the Declaration. Except as to original construction by the Developer, A.C.C. permits shall be required for any construction activity within the Project as set forth in Article XI or the Declaration. The A.C.C. shall further have the authority in connection with the issuance of such permits to adopt such rules, regulations and standards and to adopt such standard building or other codes (or any portion thereof) as it shall deem appropriate or necessary for the proper performance of its function and duties. The Owner, contractor and builder will subject all permitted activities to such inspections as required by the A.C.C. to determine compliance with such A.C.C. permits, the Declaration and these Protective Covenants. In the event of any conflict between the provisions of the Declaration, these Protective Covenants and those of the A.C.C. rules, regulations and standards, same shall prevail in that order. All actions of the A.C.C. shall be subject to review by the Board of Directors of the Association and appeals may be taken thereto under such terms and conditions as such Board of Directors may set time to time.

3. **AMENDMENT, RESCISSION OR ADDITIONS.** The Developer, its successors and assigns, may amend, rescind or add to the Protective Covenants from time to time, provided, however, unless the Lots are specifically exempted from the Protective Covenants by the Declaration or a Supplemental Declaration at the time the Lots are subjected to the plan of the Declaration, such amendment, rescission or additions shall not make the Protective Covenants as to those Lots zoned as residential less restrictive for construction of residential buildings that as provided in the standards herein.

4. **ZONING.** All Lots described in Section 1 of Article II of the Declaration, the same being the Existing Properties, shall be used and improved only with Single Family Detached Residential Structures and shall be occupied by no more than one (1) family unit.

(Amendment 3/3/86)

4a. All Lots in Blocks 2, 3, 4, and 5 may be further subdivided to allow and permit patio homes or zero Lot line homes, two in number, on any such Lots.

4b. "Single Family Attached" homes containing two (2) Living Units attached, may be located on any such Lots.

4c. The division of any such Lot to allow zero lot line or patio homes thereon, may be done by further subdividing such Lot or the same may be described by a metes and bounds description.

5. **SQUARE FOOTAGE OF SINGLE FAMILY DETACHED RESIDENTIAL STRUCTURES.** No Single Family Detached Residential Structures shall be constructed which shall have a floor space of less than one thousand two hundred (1,200) square feet, exclusive of decks, porches, garages or carports.

(Amendment 3/3/86)

5a. Each "Single Family Attached" Living Unit or zero Lot line home or patio home so constructed shall have a floor space of not less than one thousand fifty (1,050) square feet, exclusive of decks, porches, garages or carports.

6. **HEIGHT LIMITATION ON SINGLE FAMILY DETACHED RESIDENTIAL STRUCTURES.** No Single Family Detached residential structure shall be constructed which shall be in excess of two and one-half (2 ½) stories in height.

7. **DRIVEWAYS OF SINGLE FAMILY DETACHED RESIDENTIAL STRUCTURES.** No Single Family Detached Residential Structure shall be constructed which shall not have a garage appurtenant or attached to said Single Family Detached Residential Structure from which shall run to the street a concrete, asphalt or other approved hard surface driveway.

8. **TEMPORARY STRUCTURES.** No structures of a temporary character, trailer, basement, tent, mobile home, pre-manufactured home, "double wide" home, modular home, shack, garage, recreational vehicle or outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

9. **OUTBUILDINGS.** No outbuildings shall be constructed on any Lot or Lots.

10. **RE-SUBDIVISION.** No Lot shall be re-subdivided nor shall any portion thereof less than the whole be conveyed, mortgaged or encumbered by the lien of a deed of trust. The A.C.C. may permit the construction of a single residence upon two or more of the Lots by waiver of the 1 ½ foot utility easement and side yard setback on the appropriate interior lines, provided, however, such action by the A.C.C. shall not be constructed as a waiver of such other matters affecting such Lots, including, but not limited to, the obligation to pay Assessments on each such Lot.

11. **SETBACKS.** No building, including Single Family Detached Residential Structures and approved outbuildings shall be placed closer to the front or back Lot lines than the setback lines shown therefore on the recorded subdivision plats; however, all Lots are subject to a twenty (20) foot rear yard setback unless specifically designated otherwise on the said plats.

(Amendment 3/3/86)

11A. The setback requirement of side Lot lines, for "Single Family Attached," as such Lots are currently platted, shall be six (6) feet from such existing side Lot lines, instead of seven and a half (7 ½) feet, with no setback requirement for the interior Lot line as such Lots may be divided

for the construction of attached patio or zero Lot line homes and such easements reserved by the Developer as set out in Article IV shall be six (6) feet instead of seven and a half (7 ½) feet.

12. **UTILITY EASEMENTS AND SIDE YARDS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as indicated upon the recorded plats of the Subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. No Single Family Detached Residential Structure shall be constructed closer to a side Lot line than seven and one half (7 ½) feet or otherwise constructed on any utility easement reserved herein, in the Declaration or in the Subdivision plats.

13. **FENCES AND WALLS.** No fence or wall shall be constructed, erected, placed or maintained on any Lot closer to any street than the minimum setback line unless approved by the A.C.C., and no fences or walls shall be constructed, erected or placed on any Lot without the prior approval of the A.C.C. as to materials used, height of fence or wall and location thereof.

14. **SIGHT DISTANCE AT INTERSECTION.** No plant, shrubbery, hedge, tree, fence or wall shall be planted or placed or constructed or maintained near any corner Lot where said plant, shrubbery, hedge, tree, fence or wall would create a traffic hazard or otherwise obstruct the sight lines of motorists using the streets adjacent to said corner Lots.

15. **TIME FOR COMPLETION OF BUILDINGS.** The exterior of any Single Family Detached Residential Structure, garage or outbuilding which shall be constructed, erected or placed on any Lot shall be completely finished no later than six (6) months from the date any such construction was commenced and the interior of such Single Family Detached Residential Structures, garages and outbuildings shall be completely finished no later than twelve (12) months from the date the said construction was commenced.

16. **INSPECTION PRIOR TO OCCUPANCY.** No Single Family Detached Residential Structure erected on any Lot shall be occupied, either on a temporary or permanent basis, until inspected by the A.C.C. to determine compliance with these restrictions and covenants. Further, the contractor, builder or Owner of any Lot upon which a Single Family Detached Residential Structure, garage or outbuilding is being constructed or erected shall subject the said residential structure, garage or outbuilding to inspection by the A.C.C. at all reasonable times to determine compliance with completion dates and other of these restrictions and covenants.

17. **NO DIRECT ACCESS TO POINTE ROYALE DRIVE.** No driveway shall be constructed or maintained on any Lot such that there is direct access from that Lot to those sections of Pointe Royale Drive having a right-of-way of sixty (60) feet in width, said sections of Pointe Royale Drive with a right-of-way of sixty (60) feet serving as a collector street for the entire subdivision and associated development.

18. **CUTTING OF VEGETATION IN RIPARIAN ZONES.** No Lot Owner shall cut, remove, nor permit nor suffer to be cut or removed from any Lot which is either totally or partially in a riparian zone, vegetation except as follows.

- a) No cutting or removal of vegetation, except dead trees shall be permitted below the elevation of 710 MSL.
- b) No cutting of vegetation larger than four (4) inches in D.B.H. shall be permitted between elevation of 710 MSL and elevation 715 MSL; however, the trimming of limbs on selected trees, to open sight lines will be permitted with prior approval from the Developer.
- c) No cutting of vegetation larger than ten (10) inches in D.B.H. shall be permitted between elevation 715 MSL and elevation 720 MSL; however the trimming of limbs on selected trees, to open sight lines, will be permitted with prior approval from the Developer.

19. **GARBAGE AND REFUSE DISPOSAL.** No Lot shall be used or maintained as a dumping ground for trash, rubbish, junk or filth. Trash, garbage, rubbish, junk and other waste shall be kept in a clean sanitary container and disposition of same shall be prompt.

20. **NUISANCES.** No obnoxious, offensive or illegal activity shall be carried on or permitted upon any Lot or within any Single Family Detached Residential Structure upon any Lot or within any condominium or Living Unit or no obnoxious, offensive or illegal activity shall be carried on or permitted upon any Lot or within any Single Family Detached residential structure upon any Lot or within any condominium of Living Unit which may be or which may become either a private or public nuisance.

21. **INOPERATIVE OR JUNK MOTOR VEHICLES PROHIBITED.** No inoperative junk motor vehicles shall be permitted to remain on or upon any Lot or Lots or on or upon any Common Elements or Limited Common Elements, including streets, for a period in excess of ten (10) days.

22. **LIVESTOCK, ANIMALS AND POULTRY.** No animals, livestock or poultry of any kind shall be housed, raised, bred or kept on any Lot in any Single Family Detached Residential Structure constructed on any Lot or in any condominium or the Limited Common Elements thereto or in any Living Unit, except that dogs, cats or other domesticated household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

23. **SEWAGE DISPOSAL.** No privately owned septic tank or other sewage disposal system shall be permitted on any Lot unless the utility serving the Subdivision has indicated that it will not make its sewer system available to any such Lot, and then not unless such system is designed and constructed in accordance with the requirements of the relevant public agencies and authorities and approved by the A.C.C.

24. **WATER SUPPLY.** No privately owned well or individual water supply system shall be permitted on any Lot unless the utility serving the subdivision has indicated that it will not make

its water supply system available to any such Lot, and then not unless such well or water supply system is designed and constructed in accordance with the requirements of the relevant public agencies and authorities and approved by the A.C.C.

25. **SIGNS.** All signs are prohibited on all Lots or on any and all Single Family Detached Residential Structures and garages and outbuildings on any Lots, except as follows:

- a) Signs erected by the Developer for identification of streets, traffic control and directional purposes;
- b) Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed two square feet in area; and
- c) Signs erected by the Developer in connection with its sales program.

26. **MODEL HOUSES.** No provision of these restrictions and covenants shall preclude the Developer in furtherance of its sales program from erecting and maintaining Model Houses on any Lot in the Subdivision.

27. **PRIVATE BOAT DOCKS.** No Lot in the Subdivision shall have moored, anchored, attached or adjacent to it any private boat dock on Lake Taneycomo.

28. **BUSINESS PROHIBITED IN RESIDENTIAL AREAS.** The practice of any profession or the carrying on of any business is prohibited within the Subdivision, except the business of the Developer in the furtherance of its sales program and any home occupation which does not create any extraordinary traffic within the Subdivision. Said home occupation must first be approved by the A.C.C.

29. **A.C.C. RESPONSIBILITY.** The function of the A.C.C. is designed for the enforcement of the Declaration and these Protective Covenants. The performance of its duties with respect thereto shall be on a best efforts basis in an effort to reasonably protect the aesthetics and property values of the Project and the health, safety and welfare of all of the Owners therein as a community of interests. No warranty or representation is made to or should be implied by any Owner that the actions of the A.C.C. in the issuance of permits, inspection and approval of construction, or otherwise, is intended as a tacit approval of the quality, safety, desirability, or suitability of such design or construction.

30. **ENFORCEMENT.** These Protective Covenants may be enforced in the same manner as any violation or threatened violation of the Declaration of which these Protective Covenants are a part, including, but not limited to the lien rights of the Association for any costs or charges incurred in connection therewith.

FILED
#899
Feb. 14, 1986
92.00 paid
Catherine Clarkson
Recorder of Deeds, Taney County

INDEX

1

18-hole championship · 11, 23, 24

A

A.C.C. · 30, 31, 32, 33, 34

A.C.C. RESPONSIBILITY · 34

Access at Reasonable Hours · 26

agreements · 14

Amendment 1/27/88 · 9

Amendment 3/27/86 · 9, 13

Amendment 3/3/86 · 20, 30, 31

animals · 33

Annual Assessment · 21, 22, 26

Annual Assessments shall commence and become due and payable as to each Lot, Condominium and Living Unit on January 1 of each year and shall become delinquent if not paid on or before January 31 of the same year · 22

Architectural Control Committee · 25, 30

Articles of Incorporation · 17, 26, 27, 28

Assessment · 8, 10, 21, 22, 23, 24, 27

Assessment of Cost · 26

Assessments on each such Lot · 31

Associate Membership · 10, 11, 23

Associate Memberships · 10, 16, 22

Association · 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 34

Association shall entitle only one Household to the benefit of the easement of enjoyment as to the Common Elements · 18

Association shall maintain and designate at least one parking space conveniently located with respect to each Living Unit · 19

attorney's fee · 20, 22

B

blanket easement · 12, 13

Board of Directors · 15, 17, 18, 19, 21, 22, 23, 25, 29, 30

boat dock · 16, 34

business is prohibited within the Subdivision · 34

By-Laws · 11, 17, 26, 27, 28

By-Laws of the Association · 11

C

capital improvement · 21

cats · 33

championship golf course · 23, 24

clubhouse · 5, 11, 16

Common Elements · 6, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 27, 33

Common Expense · 8, 14, 17

Condominium · 7, 8, 10, 11, 14, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27

construction · 5, 8, 15, 21, 25, 30, 31, 32, 34

Consumer Price Index · 21, 23

contracts · 14

Court · 22, 27
covenants · 5, 6, 9, 20, 28, 32, 34
CUTTING OF VEGETATION · 33

D

Declaration · 5, 6, 7, 8, 9, 11, 13, 14, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 28, 30, 32, 34
deed of trust · 11, 16, 17, 22, 26, 31
delinquent · 22, 27
delinquent Assessments · 22, 27
Developer · 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34
direct access · 32
dogs · 33
drainage · 12, 13, 32
DRIVEWAYS OF SINGLE FAMILY · 31

E

easement of enjoyment of an Owner of a Lot, Living Unit or Condominium may such be transferred to a tenant or lessee · 18
Easements for Streets · 13
Enforcement of · 28
ex-officio member · 25
exterior maintenance · 26
EXTERIOR MAINTENANCE · 26

F

Failure to Maintain · 26
fence · 25, 32
fences · 32

G

garage appurtenant · 31
garbage · 33
GARBAGE AND REFUSE DISPOSAL · 33
General Member · 10
golf · 5, 11, 16, 23, 24, 25
Golf Assessment · 23, 24
Golf Course Committee · 23, 24, 25
Golf Course Committee shall be composed of · 25
guest cards shall be limited to periods not in excess of seven (7) days · 18
guests and invitees · 18, 19

H

HEIGHT LIMITATION ON SINGLE FAMILY · 31
height of fence or wall and location thereof · 32
home occupation · 34
Household · 7, 11, 18, 19

I

illegal activity · 33
infrastructure · 15, 17
INOPERATIVE OR JUNK MOTOR VEHICLES PROHIBITED · 33
inspection by the A.C.C · 32
INSPECTION PRIOR TO OCCUPANCY · 32

J

judgment · 22
junk · 33

L

lease agreement for a term of not less than six (6) months · 18
Limited Common Elements · 6, 12, 13, 16, 20, 23, 33
LIMITED COMMON ELEMENTS · 16, 20
livestock · 33
Living Unit · 7, 10, 11, 14, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 31, 33
locker rooms · 11, 23, 24, 25
Lot · 7, 10, 11, 12, 13, 14, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 30, 31, 32, 33, 34

M

materials used · 32
Member · 7, 10, 17, 18, 19, 20, 24, 27, 28
Membership · 7, 10, 11, 17, 18, 19, 21, 23, 24, 27
mobile home · 31
Model Houses · 34
motor vehicles · 33
Multi-family Structure · 7

N

Non-Payment of Assessments · 22
notice of any meeting · 21
notice required · 28
Notices · 28
NUISANCES · 33

O

obnoxious · 33
Occupant · 7
offensive · 33
outbuildings · 31, 32, 34
Owner · 5, 7, 8, 10, 11, 14, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 30, 32, 33, 34
OWNER LIABILITY · 26

P

Parcel of Land · 7
Parking Rights · 19
patio home · 20, 31
Penalty · 27
permits · 30, 34
Personal Charge · 8, 26, 27
pets · 33
poultry · 33
Powers and Duties · 5, 17
pre-manufactured home · 31
President of the Board of Directors · 25
Private Streets · 6, 11, 13, 15, 18, 19
Project · 6, 7, 8, 10, 12, 13, 14, 15, 17, 18, 19, 20, 21, 23, 24, 25, 27, 28, 30, 34
Protective Covenants · 25, 27, 30, 34
proxies · 21
Public Streets · 6

Q

Quorum · 21
Quorum is not present · 22

R

recreational facilities · 10, 16
recreational vehicle · 31
Reserved Properties · 7, 14, 23
Residential Structures and shall be occupied by no more than one (1) family unit · 30
right and easement of enjoyment · 17, 20
right of Members to the exclusive use of parking spaces · 18
right of the Association to charge reasonable admission and other fees · 18
right of the Association to dedicate or transfer all or any part of the Common Elements to any public agency, quasi public agency or entity, municipal authority · 18
rubbish, · 33
rules and regulation · 17, 19

S

septic tank · 33
setback lines · 31
sewer distribution system · 14
sewerage collection · 12, 13
sewers · 12, 13
shack · 31
SIDE YARDS · 5, 32
SIGHT DISTANCE AT INTERSECTION · 32
Signs · 34
Signs of a temporary nature advertising property for sale and construction signs · 34
Single Family Attached” homes · 30
Single Family Detached · 7, 8, 13, 30, 31, 32, 33, 34
six (6) months · 32
Special Assessment · 22
SQUARE FOOTAGE OF SINGLE FAMILY DETACHED · 31

structures · 8, 9, 12, 13, 25, 31
Supplemental Declaration · 6, 7, 9, 14, 17, 26, 27, 30
suspend the enjoyment rights · 18
Suspension · 5, 27
suspension of rights · 27
SUSPENSION OF VOTING RIGHTS AND EASEMENT OF ENJOYMENT · 27
swimming · 5, 16

T

temporary guest cards · 18
TEMPORARY STRUCTURES · 31
tennis · 5, 16
tent · 31
three (3) years in advance · 28
tie vote · 25
TIME FOR COMPLETION OF BUILDINGS · 32
traffic hazard · 32
traffic within the Subdivision · 34
trailer · 31
Trash · 33
Tri-State Utilities · 15
twelve (12) months from the date the said construction was commenced · 32
two-thirds (2/3) of the total number of qualified votes · 28

U

utility easements · 12, 13, 23
Utility Easements · 7
UTILITY EASEMENTS · 32

V

vegetation · 33
VOTING RIGHTS · 10, 27

W

wall · 25, 32
walls · 32
water distribution system · 15
WATER SUPPLY · 33

Z

zero Lot · 32
zero lot line · 20, 31
ZONING · 30