

**DECLARATION OF RESTRICTIVE COVENANTS OF
POINTE ROYALE GOLF VILLAGE
PROPERTY OWNERS' ASSOCIATION
AND GOLF COURSE ASSOCIATION**

(Approved by POA 11.18.2023)

Pointe Royale Golf Village (PRGV) Property Owners and Golf Course Associations desire to provide for the preservation of the values and amenities in said community and the maintenance of private streets, roads, ways, and lanes, as well as the lakes, clubhouse, tennis courts, swimming pools, golf course, and other common facilities and amenities. To this end, PRGV desires to subject the real property described in Article II together with such additions as may be made.

PRGV has deemed it prudent and necessary, for the preservation of values and amenities in said community, that an entity or entities be created to which shall be delegated and assigned the powers of constructing, maintaining, and administering the common facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

PRGV declares that the real property described in Article II and such additions thereto are and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, 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 Pointe Royale Golf Village (PRGV).

1. "Pointe Royale Golf Village" includes all real property, common elements, and amenities subject to this Declaration.
2. "Declaration" means this instrument extended or supplemented from time to time in the manner herein provided.
3. "Pointe Royale Property Owners' Association (POA)," a Missouri not-for-profit corporation encompassing all property owners.
4. "Condominium Owners Association (COA)," a Missouri not-for-profit corporation encompassing all condominium owners.
5. "Golf Course Association (GOLF)," a Missouri for-profit corporation owned by the POA,

encompassing all property owners.

6. "Finance Committee" appointed by all three Boards for the purpose of reviewing financials and advising the Boards on financial matters.
7. "Architectural Control Committee (ACC)" appointed by their respective Boards for the purpose of protecting the aesthetics and property values of PRGV.
8. "Board of Directors (BOD)" is a group of elected owners for the purpose of directing their respective Associations.
9. "Common Element" means any property, real, personal, or mixed, owned or leased by PRGV intended to be devoted to the common use and enjoyment of the Owners.
10. "Private Streets" shall mean and refer to every way of access for vehicles that is not dedicated to the general public and shall be considered as either Common Elements or Limited Common Elements.
11. "Utility Easements" shall mean and refer to those areas of land designated for such purposes within PRGV.
12. "Reserved Properties" shall mean and refer to those areas of land designated as such within PRGV.
13. "Lot" shall be the numbered Lots or numbered and lettered Lots in the numbered blocks as defined in Article II.
14. "Commercial Lot" shall mean and refer to any Lot so designated within PRGV.
15. "Residential Lot" shall mean and refer to any Lot so designated within PRGV.
16. "Living Unit" shall mean and refer to any portion of a building situated within PRGV designated and intended for use and occupancy as a residence.
17. "Single Family Detached" shall mean and refer to any building intended for use by a single family and not attached to any other building.
18. "Single Family Attached" 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.
19. "Multi-family Structure" shall mean and refer to any building containing two or more "Living Units" located on a single Parcel of Land.
20. "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.
21. "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.
22. "Owner" means any person, firm, corporation, partnership, association, or other legal entity, or any combination thereof, owning a fee interest in a Lot or Living Unit entitled to the use and enjoyment of the common elements, among other privileges.
23. "Guest" – any individual within PRGV invited by an owner.

24. "Long Term Rental" means any Living Unit rented for six months or more.
25. "Short Term Rental" means any Condominium rented for less than six months.
26. "Occupant" means any person or persons who have legally established residence in a Living Unit.
27. "Common Expense" means all expenses by PRGV for the construction, maintenance, repair, replacement, operation, management, and administration of PRGV.
28. "Assessment" means such amounts levied against Owners that are required by the respective Associations for payment of Common expenses.
29. "Personal Charge" means any expense for which a specific owner is liable.
30. "Member" is a person or entity who, by virtue of ownership of a property within PRGV, is included in one or more PRGV Associations.
31. "Member In Good Standing" has met the requirements defined in their respective Bylaws.

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, Pages 57 & 58, Taney County Missouri, Recorder of Deeds. Lots 1 through 17, inclusive, Block 3, Pointe Royale Subdivision as per plat thereof, recorded at Book 21, Pages 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, Pages 61 & 62, Taney County, Missouri, Recorder of Deeds. 181 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, Pages 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. Lots 1 through 16, both inclusive, Block 2, Pointe Royale Subdivision as per plat thereof, recorded at Book 21, Pages 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, Pages 61 & 62, Taney County, Missouri, Recorder of Deeds. Lots 1 through 14A, inclusive, Block 4, Pointe Royale Subdivision as per plat thereof, recorded at Book 21, Page 71, Taney County, Missouri, Recorder of Deeds. 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 patio homes/zero lot line, attached structures only.

SECTION 2. ADDITIONS TO EXISTING PROPERTY

PRGV shall have the right, but not the obligation, to bring additional properties within the scope of this Declaration. Such proposed additions, if made, shall become subject to assessments as hereinafter provided. Under no circumstances shall this Declaration or any Supplemental Declaration bind PRGV to make any proposed additions.

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

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.

ARTICLE III

ASSOCIATIONS FOR THE MANAGEMENT OF POINTE ROYALE GOLF VILLAGE

SECTION 1 – PROPERTY OWNERS ASSOCIATION (POA) STRUCTURE AND RESPONSIBILITY

The Board of Directors consists of owners elected by the ownership. Responsibilities include the hiring of management for the operation of PRGV, acquiring funding for and directing the maintenance and improvements of the POA common elements and amenities (excluding the golf course), establishing standards and expectations for PRGV, and enforcing the same.

SECTION 2 – CONDOMINIUM OWNERS ASSOCIATION (COA) STRUCTURE AND RESPONSIBILITY

The Board of Directors consists of condominium owners elected by condominium owners. Responsibilities include acquiring funding for and directing the maintenance and improvements of the condominium buildings, grounds, parking lots, common elements, and limited common elements.

SECTION 3 – GOLF COURSE ASSOCIATION (GOLF) STRUCTURE AND RESPONSIBILITY

The Golf Committee consists of owners appointed by the POA BOD plus the POA President or Vice-President serving as the Chairman. Responsibilities include acquiring funding for and directing the maintenance and improvements of the Pointe Royale Golf Course.

ARTICLE IV

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERSHIP

Every person or entity who is the record Owner of a fee interest in a Lot or Living Unit subject to being assessed shall be a Member of the POA and GOLF Associations. In addition, Condominium owners shall be members of the POA, GOLF, and COA Associations. Members in good standing shall be entitled to the privileges of Membership.

SECTION 2. VOTING RIGHTS

All those persons or entities, as defined in Section 1 of this Article IV, shall be entitled to one (1) vote for each Lot, Living Unit, and/or Condominium in which they hold the interest required for Membership in the respective Associations. When more than one person and/or entity holds such interest, the vote for such Lot or Living Unit and/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 or Living Unit and/or Condominium.

ARTICLE V

RESERVATION OF EASEMENTS

SECTION 1. UTILITY AND DRAINAGE EASEMENTS

PRGV 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 as PRGV 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 disposal purposes, or for the installation, maintenance, transmission and use of electricity, cable television systems, telephone, gas, lighting, heating, water, drainage, 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 streets in PRGV.

No building, including Single Family Detached Residential Structure shall be constructed no closer to a side Lot line than seven and one-half (7½) feet, with the exception of Single Family Attached Residential structures having a side lot line of six (6) feet, otherwise constructed on any utility easement reserved herein, in the Declaration or in the Subdivision plat. 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

PRGV 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 PRGV provided, however, that PRGV 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. PRGV further reserves the unrestricted and sole right and power of designating such roads, streets or highways as 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 PRGV or hereafter granted of record by PRGV 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 VI 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 PRGV, 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 thereunder as provided in Article II.

SECTION 2. UTILITIES RESERVED.

Utilities for PRGV shall be furnished by companies so engaged in the vicinity of PRGV. Each respective Association 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, telephone systems, satellite television transmission, distribution facilities, and water distribution services. In the event the respective Associations cannot negotiate contracts and agreements with local companies to furnish the 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. Nothing herein contained should be construed or interpreted as an obligation on the part of the respective Associations to provide the utilities reserved. The respective Associations shall have the right, but not the obligation, to enter into contracts with utility companies to furnish certain or all of the utility services aforesaid and shall have the right to contract and to expend funds as a common expense in order to secure necessary or desirable utility services named above.

ARTICLE VII

PLAN FOR CONSTRUCTION AND MAINTENANCE OF COMMON ELEMENTS

SECTION 1. WATER DISTRIBUTION SYSTEM

The cost of the acquisition of treated and potable water from a Missouri Public Service Commission-regulated entity shall be paid by the Owners of Lots, Living Units, and Condominiums directly to the regulated entity or other Missouri Public Service Commission regulated entity and pursuant to rates; therefore established by the Missouri Public Service Commission.

SECTION 2. SEWAGE SYSTEM

The cost of the treatment of sewage from a Missouri Public Service Commission-regulated entity shall be paid by the Owners of Lots, Living Units, and Condominiums directly to the regulated entity or other Missouri Public Service Commission regulated entity and pursuant to rates; therefore established by the Missouri Public Service Commission.

SECTION 3. PRIVATE STREETS

Streets that are dedicated to the general public will be private streets and a part of the Common Elements. 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. AMENITIES

The POA shall have the right, but not the obligation, to construct amenities as Common Elements. The cost of maintenance, capital improvements, operation, taxes, and other expenses incident to these Common Elements shall be the obligation of the POA and shall be paid in accordance with the Bylaws.

ARTICLE VIII

PROPERTY RIGHTS IN COMMON ELEMENTS

SECTION 1. POINTE ROYALE GOLF VILLAGE POWERS AND DUTIES

The operating entities for the Common Elements and amenities within PRGV shall be the respective Associations. PRGV 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 the Board of Directors of the respective Associations as advisable or necessary to carry out its functions. Every Owner, however, acquired, shall be bound by this Declaration, each Association's Articles of Incorporation, By-Laws and Rules and Regulations, and the above set forth laws, statutes, ordinances, and governmental rules and regulations.

SECTION 2. INTEREST OF THE POINTE ROYALE GOLF VILLAGE

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

SECTION 3. TITLE TO COMMON ELEMENTS.

The respective Associations shall have the right, but not the obligation, to provide additional lands and improvements to the Association as Common Elements. The Associations may acquire additional lands and improvements as Common Elements.

SECTION 4. MEMBERS EASEMENT OF ENJOYMENT

Every owner in good standing within PRGV shall have a right and easement of enjoyment in and to the Common Elements and Amenities. 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:

1. The right of the respective Associations, in accordance with their Articles and By-Laws, to borrow money for the purpose of constructing, maintaining, and improving the Common Elements and Amenities, 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
2. The right of the respective Associations to take such steps as are reasonably necessary to protect the Common Elements and Amenities against foreclosure
3. The right of the respective Associations to suspend the enjoyment rights of any Owner as provided in this Declaration.
4. The right of the respective Associations to charge reasonable admission and other fees for the use, service, and enjoyment of any Amenities or other improvements situated upon the Common Elements
5. Owners shall be entitled to the benefit of the easement of enjoyment for one household as to the Common Elements and Amenities, provided, however, the respective Associations may enlarge the limitation by a majority vote of its Board of Directors and further provided, this limitation shall not apply to Private Streets.
6. The right of the respective Associations to dedicate or transfer all or any part of the Common Elements and Amenities 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.

SECTION 5. TENANTS AND DELEGATION OF EASEMENT OF ENJOYMENT

The easement of enjoyment of an Owner of a Lot, Living Unit, or Condominium may be transferred to a long-term 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.
4. Such delegation shall be otherwise subject to such reasonable rules and regulations as the

Board of Directors of the POA shall, from time to time, determine.

5. The easement of enjoyment of an Owner of a Condominium may be transferred to a short-term tenant or lessee who shall occupy such Living Unit for a period of less than six (6) months using an Amenities Access device.

SECTION 6. ACCESS TO PRIVATE STREETS

Each Owner, guest and/or invitee shall have a right to utilize streets which are Common Elements subject to such limitations as the POA BOD may impose from time to time. All 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 PRGV to permit the performance of their duties.

ARTICLE IX

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF LIEN FOR ANNUAL POA, GOLF, AND SPECIAL ASSESSMENTS

Each Owner of a Lot, Condominium, or Living Unit, by acceptance of a deed therefore or by entering into a contract of purchase 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 respective Association: (1) Annual POA Assessments (2) GOLF Assessments, and (3) Special Assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The Annual POA, GOLF, and any Special Assessments, together with such fees thereon and costs of collection, including a reasonable attorney's fee shall be a continuing charge and lien upon and against the Lot, Condominium, or Living Unit. The lien shall be lifted when the account is made current.

SECTION 2. PURPOSE OF ANNUAL POA ASSESSMENTS

The Annual Assessment levied hereunder by the POA 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 Amenities, and the improvements including, but not limited to, 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. PURPOSE OF GOLF ASSESSMENT

The Golf Assessments collected by GOLF shall be held in trust by the POA and shall be used as directed by the GOLF Committee for the operation, improvement, management, repair, and regulation of the Golf course, pro shop, and restaurant. No part of the Golf Assessments shall be used in any other manner or applied for any other purpose than for the operation, improvement, management, repair, and regulation of said Golf course, pro shop, and restaurant. GOLF and the POA shall not commingle 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(s).

SECTION 4. ANNUAL ASSESSMENTS

The Annual POA and GOLF Assessments will be established each year by a majority vote of the respective BODs and approval of the Owners. Unless the Annual POA and GOLF Assessments are approved by the Owners, they shall remain at the rates prevailing for the previous year. The BODs of the respective Associations 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 POA and GOLF Assessments at an amount less than the amounts aforesaid.

SECTION 5. SPECIAL ASSESSMENTS

In addition to the Annual POA and Golf Assessments, the respective Associations 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, of streets within PRGV, and also any desired repair, replacement or improvement of facilities of the respective Association and/or the construction, of any capital improvement upon the Common Elements and/or amenities, 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 Owners voting in person or by proxy at a meeting duly called for this purpose.

SECTION 6. NOTICE AND QUORUM FOR ANY ACTION OF OWNERS AUTHORIZED UNDER SECTIONS 4 AND SECTION 5

Written notice of any meeting of the Membership called for the purpose of taking any action authorized under Section 5 hereof shall be sent to all Owners not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Owners 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 7. DATE OF COMMENCEMENT OF ASSESSMENTS AND APPLICATION THEREOF TO LOTS, CONDOMINIUMS, AND LIVING UNITS

Annual POA and Golf 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. The due date of any Special Assessment shall be fixed in the resolution authorizing such assessment and shall be payable as determined by the respective BOD.

SECTION 8. NON-PAYMENT OF POA AND GOLF ASSESSMENTS

If any assessments are not paid on the date when due, then such assessments shall become delinquent. The respective 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. Furthermore, the respective Association may charge an appropriate late fee, to be set by the respective association's BOD, to cover the costs of collection.

SECTION 9. 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 10. EXEMPT PROPERTY

The following property subject to the Declaration shall be exempt from the assessments created herein:

1. All properties dedicated to and accepted by a local public authority
2. The Common Elements
3. Utilities
4. Utility easements and all other easements
5. Any Reserved Properties

ARTICLE X

ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee of the POA was established for the purpose of reviewing all plans for construction and/or alteration of exterior building elements of properties within PRGV. The ACC responsibility is to ensure harmony of external design, location in relation to surrounding structures and topography and compliance with this Declaration, the Protective Covenants, and the By-Laws of the POA.

ARTICLE XI

FINANCE ADVISORY COMMITTEE

The Finance Advisory Committee was established to provide financial and budget oversight and assistance to the POA, COA, and GOLF BODs regarding all aspects of the financial operations of the Association. The members of the Committee must have an appropriate financial background and experience. The Committee shall review proposed budgets with the staff prior to presentation to the POA, COA, and GOLF to determine that the methodologies used to develop the budgets are based on sound estimating principles.

ARTICLE XII

EXTERIOR MAINTENANCE

SECTION 1. FAILURE TO MAINTAIN BY OWNER

In the event the Owner of any Lot or Living Unit shall fail to provide for exterior maintenance thereof, the POA 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, downspouts, 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 POA Association against the Lot or Living Unit upon which such maintenance is done and shall be added as a Personal Charge. It may be subject to a lien upon said Lot or Living Unit until paid, subject 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, the respective 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 at reasonable hours on any day except Sunday.

ARTICLE XIII 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, or licensee of any Owner shall be the responsibility of that Owner and all enforcement rights or penalties 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 respective Association shall have the right to proceed in any appropriate Court for the appropriate equitable relief to seek compliance. 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, or Living Unit 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 XIV SUSPENSION OF VOTING RIGHTS AND EASEMENT OF ENJOYMENT

SECTION 1. REGULAR SUSPENSION

Should an Owner 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 POA Association may deny such Owner easement of enjoyment of the Common Elements, amenities, and voting rights until such time as any such delinquent assessments or personal charges are paid and any such violations are ceased, and any penalties are satisfied.

SECTION 2. PENALTY SUSPENSION

The POA may impose a Penalty Suspension for violations of the PRGV Covenants and/or By-Laws. Such Penalty Suspension shall include the suspension of an Owner's Ease of Enjoyment of amenities for a time period not to exceed thirty (30) days for any one violation or occurrence. The time period will be established by the managing agent or the POA BOD. An Owner shall be given notice and reasonable opportunity to refute or explain in person or in writing the charges against him by the POA prior to imposing any Penalty Suspension.

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 XV PROTECTIVE COVENANTS AND BY-LAWS

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 PRGV as well as any other lands which may be added as provided in Article II. Every provision of this Declaration shall apply as fully as to the Protective Covenants as set forth herein.

ARTICLE XVI 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 Associations or the Owners subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 10 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years unless an instrument ratified by the then Owners having fifty-percent (%) plus one (1) of the total number of qualified votes in the POA 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 one hundred eighty (180) days 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 Associations, 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.

SECTION 3. NOTICES

Any notice required to be sent to any 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 Owner on the records of the Association at the time of such mailing.

SECTION 4. GENDERS AND PLURALS

Whenever the context so requires, the 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 PRGV.

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 Associations, 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 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.

PROTECTIVE COVENANTS TO POINTE ROYALE GOLF VILLAGE

EXHIBIT 1

PROTECTIVE COVENANTS TO POINTE ROYALE GOLF VILLAGE TO THE DECLARATION

1. APPLICATION:

These Protective Covenants shall apply to all Existing Properties and additions within PRGV. In the event of Conflict between these Protective Covenants and the Declaration, the Declaration shall prevail.

2. TEMPORARY STRUCTURES

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

3. OUTBUILDINGS

No outbuildings, including but not limited to treehouses, detached garages, equipment sheds, etc., shall be constructed, placed, or located on any Lot or Lots.

4. SETBACKS

No Single Family Detached Residential Structures shall be placed closer to the front or back Lot lines than the setback lines shown 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. The setback requirement of side Lot lines, as such Lots are currently platted, shall be seven and a half (7 ½) feet.

5. 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, 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.

6. 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, the height of fence or wall and location thereof.

7. SIGHT DISTANCE AT INTERSECTION

No plant, shrubbery, hedge, tree, fence, or wall shall be planted, placed, 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.

8. 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.

9. 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 (mean sea level).
- b. No cutting of vegetation larger than four (4) inches in D.B.H. (diameter at breast height) shall be permitted between the 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 Association.
- 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 Association.

10. 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.

11.NUISANCES

No obnoxious, offensive, or illegal activity which may be, or which may become, either a private or public nuisance shall be carried out or permitted upon any Lot or within any living unit.

12. INOPERATIVE MOTOR VEHICLES PROHIBITED

No inoperative motor vehicles shall be permitted to remain on or upon any Lot or Lots or on or upon any Common Elements, including streets, for a period in excess of ten (10) days.

13.LIVESTOCK, ANIMALS, AND POULTRY

No animals, livestock, or poultry of any kind shall be housed, raised, or bred within PRGV except that dogs, cats, or other domesticated household pets may be kept, provided they are not bred or maintained for any commercial purpose.

14.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.

15.PRIVATE BOAT DOCKS

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

16.BUSINESS PROHIBITED IN RESIDENTIAL AREAS

The practice of any profession or the carrying on of any business is prohibited within the Subdivision except for any home occupation that does not create any extraordinary traffic. Said home occupation must first be approved by the POA BOD.

17.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.