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AMENDED DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that WHEREAS FOUR SEASONS LAKESITES, INC., hereinafter known as the Declarant, is the Developer of certain lands situated in the County of Camden, State of Missouri, and known as Rays Point, No. 1 and No. 2 and,

WHEREAS, the plats of said subdivisions were recorded in the Office of the Clerk of the Circuit Court, an ex officio recorder of Camden County, Missouri, on the 4th day of December, 1996, in Book 12 at Page 51; and, 22 day of September, 1970, in Book 13 at Page 51.

WHEREAS, Declarant filed in connection therewith a certain Declaration of Restrictive Covenants executed on the 2nd day of December, 1969, and recorded on the 4th day of December, 1969, in the Office of the Clerk of the Circuit Court, an ex officio recorder of Camden County, Missouri, in Book 13 at Page 145; and,

WHEREAS, Paragraph 36 of said Declaration of Restrictive Covenants provides that said Declaration of Restrictive Covenants may be amended by the affirmative vote of at least two-thirds (2/3) of the owners of lots in the Development; and,

WHEREAS, said Four Seasons Lakesites, Inc. is on the date hereof the owner of more than two-thirds (2/3) of the lots in said Development.

Lakesites
Exhibit No. 1
Date 3-22-10 Reporter KP
File No. SL-200-0110
WR-2000 011

NOW, THEREFORE, be it known that Four Seasons Lakesites, Inc., the Developer as owner of at least two-thirds (2/3) of the lots in said Development as aforesaid, amends said Declaration of Restrictive Covenants as aforesaid as follows, to-wit:

The Developer declares that all of the lots within the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Amended Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Amended Declaration are intended to create mutual equitable servitudes upon each of said lots and in favor of each and all other lots, to create reciprocal rights between the respective owners of all of such lots and parcels; to create a privity of contract and estate between the grantees of such lots, their heirs, successors and assigns; and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other such lots and parcels in the Development and their respective owners, present and future. The Developer specifically reserves unto itself the right to not later than the sale by it of any particular lot or parcel of land within the Development to designate any such lot

Exhibit No. _____
Date Reported _____
File No. _____

or parcel of land as being commercial in character or for some use or purpose other than single family residential; and, where necessary to apply to the appropriate governmental bodies for such zoning classification or authority.

I. Definitions. The following terms as used in this Declaration are defined as follows:

A. "Articles" means the Articles of Incorporation of the Association.

B. "Association" means the Four Seasons Lakeside Property Owners Association, Inc.

C. "Board" means the Board of Directors of the Association.

D. "By-Laws" means the By-Laws of the Association.

E. "Committee" means the Architectural Committee.

F. "Common Area" means all of the real property designated as such in the Supplemental Declaration; all real property which may be later annexed to the Development as Common Area; all real property acquired by the Association, whether from the Developer or otherwise, together in each instance with all improvements which may be at any time constructed thereon including, but not limited to, recreational and community facilities, parks and other amenities.

G. "Declaration" means this Amended Declaration of Restrictive Covenants and any amendments hereto.

H. "Developer" means Four Seasons Lakesides, Inc. and its successors or assigns.

I. "Development" means all that real property situated in Keys Point No. 1 and No. 2 as shown and depicted on the recorded plats thereof and described in the Supplemental Declarations and all other real property which may be annexed thereto as provided herein.

J. "Improvements" means all buildings, out-buildings, roads, driveways, parking areas, fences, retaining and other walls, docks, piers, hedgas, poles, antennae and any other structures of any type or kind.

K. "Lot" means any numbered lot shown on the plat other than those specifically designated for special purposes and any lot designated in a Supplemental Declaration for use as single family or residential multiple family purposes.

L. "Multiple Family Dwelling" means a residential dwelling containing two or more living units.

M. "Owner" means:

1. Any person or legal entity, including the Developer, who holds fee simple title to any lot.
2. Any person or legal entity who has contracted to purchase fee simple title to a lot pursuant to a written agreement, in which case, the seller under said agreement shall cease to be the owner while said agreement is in effect.

N. "Plat" means the maps of the Development as they are from time to time recorded.

O. "Single Family Dwelling" means a residential dwelling for one or more persons, each related to the other by blood, marriage or legal adoption, or a group of not more than three adult persons not so related, together with his or their domestic servants maintaining a common household in such dwelling.

P. "Supplemental Declaration" means the recorded Supplemental Declaration by the Developer designating those parcels of real estate which are subject to these Amended Declarations.

II. Land Use. Lots in the Development shall be designated in the Supplemental Declaration as to their permissible uses and shall thereupon become subject to the restrictive or other provisions of this Amended Declaration relating to such uses. In the event a use is designated for which no such provisions are contained herein e.g., commercial, governmental, school, etc., the same may be set forth in such Supplemental Declaration.

A. Single family residential. Only single family dwellings and such out-buildings as are usually accessory thereto shall be permitted on any lot designated as single family residential. The following restrictions shall apply specifically to such lots:

1. Minimum area. Minimum residence living space on ground or first floor exclusive of porch area shall be in conformity with the letter symbol on each lot as set forth on the plat or plats so that the minimum area for lots classified "A" shall be one thousand two hundred square feet (1,200 sq. ft.); the minimum for lots classified "B" shall be one thousand twenty square feet (1,020 sq. ft.); the minimum for lots classified "C" shall be eight hundred forty square feet (840 sq. ft.); the minimum for lots classified "D" shall be six hundred eighty square feet (680 sq. ft.); the minimum for lots classified "E" or bearing no classified symbol shall be subject to individual determination by the Developer. Areas shall be determined exclusive of garage, patios, terraces, porches and unfinished basements.

2. Set-backs. Each such dwelling shall be at least:

- a. Thirty feet (30 ft.) from the front lot line;
- b. Fifty feet (50 ft.) from the rear lot line;
- c. Ten feet (10 ft.) from side lot lines;
- d. Fifty feet (50 ft.) from the shoreline of the Lake of the Ozarks, using as such line the 662 contour elevation thereof; provided, however, that on any lakefront lot there may be constructed and maintained, at or adjacent to such

shoreline, a boat shelter, pier or dock in respect to the size, design, construction or placement of which the Committee has issued a permit.

B. Multiple family residential. Only multiple family dwellings and such out-buildings as are usually accessory thereto shall be permitted on any lot or parcel designated as multiple family residential. The following restrictions shall apply specifically to such lots or parcels:

1. Zoning. Multiple family residential use shall be approved by the appropriate governmental authorities.

2. Minimum area. There shall not be more than one dwelling unit for each three thousand square feet (3,000 sq. ft.) of land area in such lot or parcel and the amount of fully enclosed floor area devoted to living purposes in each such unit shall not be less than six hundred square feet (600 sq. ft.).

3. Carport or garage. A carport, garage or parking space shall be constructed for each dwelling unit constructed.

4. Type of construction. Subject to the approval of the Committee, multiple family dwellings may be of single or multiple story construction, and may be detached or joined by common walls.

9. Set-backs and lakefront elevations. Set-backs and lakefront elevations for multiple family dwellings shall be the same as for single family dwellings as set forth in subparagraph II A1.

G. Common Areas. All lots or parcels in the Development designated as Common Areas are and shall remain private property and Declarant's recordation of a Plat shall not be construed as a dedication to the public of any such Common Areas located therein.

1. Ownership. Developer will convey all Common Areas as described in the Supplemental Declaration to the Association free and clear of all liens and encumbrances, but subject to such easements and rights-of-way, restrictions of record and other conditions as the Developer may, at the time of such conveyance, deem appropriate and proper. Such conveyance shall be deemed to have been accepted by the said Association and its persons who may from time to time be members thereof upon the recording of a deed or deeds conveying such Common Areas to the Association. Said conveyance shall occur within five (5) years after completion of the Common Areas.

2. Use. The use and enjoyment of the Common Areas and the improvements thereon, whether before or after conveyance to the Association, shall be subject to the powers of the Developer and the Association and the rules adopted by them.

regulating and governing the use of such property and improvements and, subject to the reservation of the right by the Developer to reasonable use of such Common Areas in connection with its sales and development programs.

J. Maintenance. Maintenance of Common Areas and repairs to any improvements thereon shall be the obligation and responsibility of the Developer until conveyance to the Association, and thereafter, the Association shall have the sole responsibility therefor.

III. Residential Restrictions. The following shall be applicable to all lots and parcels within the Development designated as residential in character, whether single family or multiple family, and each Owner, as to his lot or parcel, covenants to observe and perform the same:

A. Accessory out-buildings. Without approval of the Committee no accessory out-buildings shall be erected on any lot or parcel prior to the erection thereon of a dwelling. In no event shall any such accessory out-building, partially completed or temporary structure ever be used for human occupancy or habitation.

B. Completion of construction. Construction of any improvement, once commenced, shall be completed within nine (9) months. Improvements not so completed or upon which construction has ceased for ninety (90) consecutive days or which

have been partially or totally destroyed and not rebuilt within nine (9) months shall be deemed nuisances. Developer or the Association may remove any such nuisance or repair or complete the same at the cost of the owner.

C. Prohibition against used structures. No used buildings or structures, intended for use as a dwelling, shall be placed on any lot.

D. Maintenance of lots. All lots and parcels, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the Association shall have the right, through its agents and employees, to do so; the cost of which shall be added to and become a part of the annual assessment to which such lot is subject. Neither the Association nor the Developer nor any of their agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed.

E. Disposal of sanitary waste. No outside toilet shall be constructed on any lot. All plumbing fixtures, dishwashers, toilets or garbage disposal systems shall be connected to the sanitary sewer system in the Development when it is in operation.

F. Fences. All property lines shall be kept free and open and no fences, hedges or walls shall be permitted thereon without Committee approval.

G. Golf Course lots. Owners of lots adjacent to golf course fairways shall permit the entrance upon their lots for retrieval of golf balls.

H. Nuisances. No noxious or offensive activities or nuisances shall be permitted on any lot.

I. Signs. No person, except Developer, shall erect or maintain upon any lot or improvement any sign or advertisement.

J. Animals. No animals shall be kept or maintained on any lot except the usual household pets which shall be kept reasonably confined so as not to become a nuisance.

K. Garbage and refuse disposal. No owner shall burn trash, garbage or other like household refuse without a permit from the Committee, nor shall any owner accumulate on his lot junked vehicles, or litter, refuse or garbage, except in receptacles provided for such purposes.

L. Concealment of fuel storage tanks and trash receptacles. Fuel storage tanks on any lot shall be either buried below the surface of the ground or screened to the satisfaction of the Committee. Every receptacle for ashes, rubbish or garbage shall be installed underground or be so placed and

kept as not to be visible from any street, lake or common area within the Development except at the times when refuse collections are made.

H. Restrictions on temporary structures. No travel trailer, mobile home or tent shall be placed or erected on any lot nor shall any overnight camping be permitted on any lot.

I. Removal of trees. No tree over three inches in diameter may be removed from any lot without the prior written consent of the Committee.

J. Docks and piers. No dock, pier or other similar structure shall be constructed without express written permission of the Committee.

K. Ditches and swales. Each owner shall keep drainage ditches and swales located on his lot free and unobstructed and in good repair and shall provide for the installation of such culverts upon his lot as may be reasonably required for proper drainage.

L. Resubdivision of lots. No lot or parcel shall be further subdivided by subsequent owners except those designated multiple family residential and then only to the extent required or permitted by governmental authority. The Developer retains the right to resubdivide lots prior to the time of original sale.

R. Drilling and mining. No drilling, refining, quarrying or mining operation of any kind shall be permitted on any lot.

IV. Architectural Committee.

A. General powers. All improvement constructed or placed on any lot must first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. The application, to be accompanied by two sets of plans and specifications, shall show the location of all improvements, if any, existing upon said lot, the location of the improvement proposed to be constructed, the color and composition of all exterior materials to be used, proposed landscaping, and any other information which the Committee may require, including soil, engineering and geologic reports and recommendations.

B. Committee membership. The Committee shall be composed of no less than three nor more than five persons to be selected by the Developer. This power of appointment may be assigned by the Developer to the Association at any time hereafter.

C. Grounds for disapproval. The Committee may disapprove any application:

1. If such application does not comply with this Amended Declaration;

2. Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed improvement on a lot, finished ground elevation, color scheme, finish, design proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon; or,

3. If, in the judgment of a majority of the Committee reasonably exercised, the proposed improvement will be inharmonious with the development, or with the improvements erected on other lots,

D. Rules and regulations. The Committee shall, from time to time, adopt written rules and regulations of general application governing its procedures which shall include, among other things, provisions for the form and content of applications; required number of copies of plans and specifications; provisions for notice of approval or disapproval, including a reasonable time period for approval by reason of failure to disapprove; etc.

E. Variances. The Committee may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to owners of other lots.

F. Certification of compliance. At any time prior to completion of construction of an improvement, the Committee.

may require a certification, upon such form as it shall furnish, from a licensed surveyor that such improvement does not violate any set-back rule, ordinance or statute, nor encroach upon any easement or right-of-way of record.

G. Administrative fees. As a means of defraying its expenses, the Committee may institute and require a reasonable filing fee to accompany the submission of plans and specifications, to be not more than one-fourth of 1% of the estimated cost of the proposed improvement, subject to a minimum fee of Twenty-five Dollars (\$25.00). No additional fee shall be required for resubmissions.

H. Liability. Notwithstanding the approval by the Committee of plans and specifications or its inspection of the work in progress, neither it, the Developer, the Association, nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.

I. Appeals. Any application shall have the right to appeal to the Board from any decision of the Committee within thirty (30) days after entry of such decision.

V. Easements.

A. Reservations. The following easements over each lot or parcel and the right to ingress and egress to the extent reasonably necessary to exercise such easements, are reserved to the Developer and its licensees:

1. Utilities. A ten foot (10 ft.) wide strip running along the inside of all lot lines except those lot lines coincident with street right-of-way lines, in which case such strip shall be twenty feet (20 ft.) wide, for the installation, maintenance and operation of utilities, including radio and TV transmission cables, and the accessory right to locate guy wires, braces or anchors or to cut, trim or remove trees and plantings wherever necessary upon such lots in connection with such installation, maintenance and operation. An easement is retained for the purpose of locating, constructing, operating, and maintaining sanitary sewer lines and all necessary appurtenances, across all lots at locations deemed necessary by Four Seasons Lake Sites, Inc. for the construction, operation, and maintenance of a sanitary sewer system. Said easement shall consist of a temporary easement 50 ft. wide laying 25 ft. either side of the centerline of the sewer line located as deemed necessary by Four Seasons Lake Sites, Inc. Upon completion of construction, the temporary construction easement is automatically vacated and a permanent easement 10 ft wide laying 5 ft. either side of the centerline of the sewer as constructed shall be retained. Said easements shall consist of the right to ingress and egress to the

easement across the hereinafter described lots, together with the right to trim, cut, or remove any trees or vegetation necessary to accomplish the above stated purpose. Subsequent owners of the hereinafter described property shall have no cause of action against seller, or its licensees, successors, heirs, or assigns, either at law or in equity by reason of any damage caused to said property in the location, construction, operation, or maintenance of the sanitary sewer lines, except in case of gross negligence.

2. Shoreline maintenance. A fifty foot (50 ft.) wide strip running along the inside of all lot lines coincident with the shoreline of Lake of the Ozarks or any water-course in the Development for the purpose of shoreline maintenance.

3. Slope and drainage. A thirty foot (30 ft.) wide easement running along the inside of all lot lines coincident with street right-of-way lines for the purpose of cutting, filling, drainage and maintenance of slopes and drainage courses.

4. Other easements. Any other easements shown on the Plat or which are otherwise of record.

5. Use of maintenance by Owners. The areas of any lots affected by the easements reserved herein shall be maintained continuously by the owner of such lot, but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purpose herein set forth.

Improvements within such areas shall be maintained by the owner except those for which a public authority or utility company is responsible.

C. Liability for use of easements. No owner shall have any claim or cause of action against the Developer or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or shown on the plat except in cases of willful or wanton misconduct.

VI. Four Seasons Lakesides Property Owners Association, Inc.

A. General. The Association is or will be a Missouri not-for-profit corporation organized to further and promote the common interest of property owners in the Development. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles and By-Laws.

B. Membership.

1. Classes of members. There shall be members and associate members.

2. Members. Each owner shall, by reason of ownership, become a member of the Association.

There shall be one voting member for each lot regardless of the number of persons who may have an ownership interest in such lot or the manner in which title is held by them and regardless of the number of lots in which any person may have

an ownership interest. If more than one person shall have an ownership interest in any lot, the voting member shall be designated in writing at the request of the Association.

3. Associate members. If not otherwise a member, each of the following shall be associate members in the Association:

a. The spouse and children of a member who have the same principal residence as the member.

b. Persons who may be tenants or regular occupants of residences situated within the Development.

c. Persons who by virtue of contractual agreements with the Developer are entitled to membership in the Association.

C. Rights, privileges and obligations. The rights, duties, privileges and obligations of membership in the Association, including voting rights, are as set forth in its Articles and By-Laws.

D. Assessments.

1. Generally. Pursuant to the powers granted to it in its Articles and By-Laws, the Association shall have the power to levy annual assessments against all lots in the Development. Such annual assessment shall be not less than One Hundred Twenty Dollars (\$120.00) for each lot but may be in a greater amount if so determined by the Board after consideration of the current maintenance needs and future needs of the Association.

Provided, however, that no such charge or assessment shall ever be made against the Developer, the Association itself, or any lots owned by them.

2. Collection and lien. The amount of the assessment levied by the Association shall be paid to it on or before the date fixed by resolution of the Board. If not so paid, the amount of such assessment, plus any other charges thereon, including interest at the maximum limit provided by law per annum from date of delinquency and costs of collection, including attorneys' fees, if any, shall constitute and become a lien on the lot so assessed when the Board causes to be recorded in the office of the appropriate County Recorder of Deeds, a notice of assessment which shall state the amount of such assessment and such other charges and a description of the lot which has been assessed. Such notice shall be signed by the Secretary of the Association on behalf of the Association. Upon payment of said assessment and charges, or other satisfaction thereof, the Board shall, within a reasonable time, cause to be recorded a further notice stating the satisfaction and the release of said lien.

3. Priority of lien. Conveyance of any lot shall not affect any lien for assessments provided herein. Such lien shall be prior to all other liens recorded subsequent to said notice of assessment except that liens of first trust deed incurred

either for the purpose of construction of improvements or for the purchase of the lot and which are recorded in accordance with applicable law shall be superior to any and all assessment liens provided for herein.

4. Enforcement. The lien provided for herein may be foreclosed by suit by the Association in like manner as a mortgage and, in such event, the Association may be a bidder at the foreclosure sale. The Association may also pursue any other remedy against any owner owing money to it which is available to it by law or equity for the collection of debt.

5. Proof of payment. Upon request, the Association shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.

6. Suspension. The Association shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of membership on account thereof to any owner or to any persons claiming under them unless or until all assessments and charges to which they are subject have been paid.

VII. Provisions with respect to disposal of sanitary sewage. No outside toilet shall be permitted. No sanitary waste shall be permitted to enter the lake and all sanitary installations must conform with the recommendations of the Developer, its successors and assigns, and the County and State Boards of Health. Lot owners

who desire to build before sewers are completed to their lots may use septic tanks and tile fields until sewers have been completed to their lots. Upon completion of the sewer system to these lots use of the septic tanks and the tile fields must be discontinued and connection made to the sewer system.

VIII. Central sewage disposal system and water works system. The Owner of each lot agrees to pay to the owner or owners of the sewage disposal system and water works system to be constructed within the Development, a minimum monthly availability charge for water, water service and the accommodations afforded the owners of said lots by said water works system, commencing upon the availability of water in a water works system distribution main provided for the lot and continuing thereafter so long as water is available for use, whether or not tap or connection is made to a water works system distribution main and whether or not said owner actually uses or takes water; and, a minimum monthly availability charge for sewage disposal and treatment and the accommodations afforded the owners of said lots by said sewage disposal system commencing upon the availability for use of a sewage collection main provided for the lot which leads to an operating sewage treatment facility, and continuing thereafter so long as such sewage collection main is so available for use, irrespective of whether or not connection is made to or

use made of said sewage collection main in connection with or for the purposes of any said lot. No charge will be made to the lot owners for the right to connect to the sewer and/or water system. Each lot owner will bear the cost of the service line from his building into the sewer and/or water main. The said owner or owners of said water works system and sewage disposal system will be a privately owned public utility authorized by a Certificate of Public Convenience and Necessity issued by the State of Missouri Public Service Commission to operate sewage disposal systems and/or water works systems, the aforesaid amounts of said availability charges, times and methods of payments thereof by said owners and other matters shall be as provided in Schedules or Rates and Rules, Regulations and Conditions of Services for Water Services and for Sewer Service filed and published by said public utility or utilities with said Missouri Public Service Commission, or any successor Regulatory Body of the State of Missouri, in accordance with law and passed to file or formally approved by said Commission as the then effective Schedule of Rates and Rules, Regulations and Conditions of Service of said public utility or public utilities. The amounts of said availability charges and other charges are subject to change hereafter by order of the said Missouri Public Service Commission or its successors in accordance with then existing law and the structure of said availability charges are likewise and in the

same manner subject to change from availability rates to another type of rate or rates. Unpaid charges shall become a lien upon the lot or lots to which they are applicable as of the date the same become due. Nothing in this paragraph shall be construed as a limitation on the rights of any such public utility to sell and assign in accordance with law its property and assets to a governmental subdivision of the State of Missouri. Prior to the construction of the central water system lot owners who wish to build at that time may drill individual wells. Upon completion of the central water system serving these lots the use of individual wells must be discontinued and connection must be made to the central water system. Individual wells will be prohibited after completion of the central water system.

IX. Annexation.

A. Property to be annexed. Declarant may, from time to time and in its sole discretion, annex to the Development any other real property owned by Declarant which is contiguous or adjacent to or in the immediate vicinity of the Development.

B. Manner of annexation. Declarant shall effect such annexation by recording a Plat of the real property to be annexed and by recording a Supplemental Declaration which shall:

1. Describe the real property being annexed and designate the permissible uses thereof;

2. Set forth any new or modified restrictions or covenants which may be applicable to such annexed property, including limited or restrictive uses of Common Areas; and,

3. Declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of this Amended Declaration. Upon the recording of such Plat and Supplemental Declaration, the annexed area shall become a part of the Development and shall be subject to the provisions hereof as supplemented, as fully, as if such area were part of the Development on the date of recording of this Amended Declaration.

X. Remedies.

A. Enforcement. Declarant and each person to whose benefit this Declaration inures, including the Association, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provision of this Declaration; and the court in such action may award the successful party reasonable expenses in prosecuting such action, including attorneys' fees.

B. Suspension of privileges. The Board may suspend all voting rights and all rights to use the Association's Common Areas of any owner for any period during which any Association assessment against such owner remains unpaid, or during

the period of any continuing violation of the provisions of this Declaration by such owner after the existence thereof has been declared by the Board.

C. Cumulative rights. Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provision of this Amended Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

XI. Grantee's Acceptance. Each grantee or purchaser of any lot or parcel shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot or parcel, accept such deed or contract upon and subject to each and all of the provisions of this Amended Declaration and to the jurisdiction, rights, powers, privileges and immunities of Declarant and of the Association. By such acceptance such grantee or purchaser shall for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent and agree to and with

Declarant and the grantee or purchaser of each other lot to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

XII. Suspension of Restrictions. The provisions on improvements, use and occupancy set forth herein shall be suspended as to any lot, parcel or other area while and so long as the same is owned by or leased to the State of Missouri or any governmental agency, public or private utility, whenever and to the extent, but only to the extent, that such provisions shall prevent the reasonable use of such lot, parcel or area for said purposes. On cessation of such use, such provisions shall become applicable again in their entirety. While owning or leasing and using, such owner shall have no rights as a member of the Association, nor shall it be liable for any Association assessments.

XIII. Severability. Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

XIV. Captions. Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms of provisions hereof.

XV. Term and Amendment. The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Development until January 1, 1995, after which time the same shall be extended for successive periods of ten (10) years each. This Declaration may be amended by the affirmative vote of two-thirds (2/3) of the Owners of all lots in the Development entitled to vote an amendment to this Declaration duly executed by:

A. The requisite number of such Owners required to effect such amendment or;

B. By the Association, in which latter case such amendment shall have attached to it a copy of the resolution of the Board attesting to the affirmative action of the requisite number of such Owners to effect such amendment, certified by the Secretary of the Association.

IN WITNESS WHEREOF, the undersigned, being the authorized officers of the Declarant herein, has hereunto set its hand and seal this 10th day of March, 19 71.



FOUR SEASONS LAKESITES, INC.
Developer

By: [Signature]
President

ATTEST:

[Signature]
Secretary

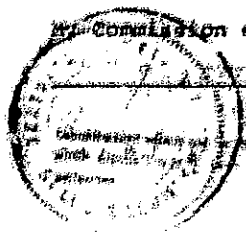
STATE OF MISSOURI)
COUNTY OF ST. LOUIS) ss

Before me, a Notary Public in and for said County and State, personally appeared Howard H. [unclear] and [unclear], personally known to me to be a president and secretary respectively of Four Seasons Lakesites, Inc., a Missouri Corporation.

The execution of the foregoing Amended Declaration of Restrictive Covenants on behalf of said corporation witness my hand and Notarial Seal this 10th day of March, 19 71.

[Signature]
Notary Public

My Commission expires:



162 N. 780

State of Tennessee, County of Camden, ss.
I, B. B. Edwards, Clerk of said County, do hereby certify that the within instrument of writing
was on the 17th day of March A. D. 1924 at
2 O'clock P. M. between John and John and
is now recorded in the records of said County in Book 162 of
page 780.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal at Camden, Tenn., this 17 day of March
A. D. 1924.

Bill Edwards
Recorder
Ray Edwards
Deputy

John Edwards
John Edwards