

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application of)	
Osage Utility Operating Company, Inc.)	
to Acquire Certain Water and Sewer)	Case No.: WA-2019-0185 &
Assets and for a Certificate of)	SA-2019-0186
Convenience and Necessity)	

**REPLY IN SUPPORT OF MOTION TO DISMISS OR,
IN THE ALTERNATIVE, MOTION TO MODIFY
OSAGE UTILITY OPERATING COMPANY, INC'S AMENDED APPLICATION**

The Public Service Commission (the “**Commission**”) should dismiss the portion of Osage Utility Operating Company, Inc.’s (“**Osage**”) Amended Application and Motion for Waiver (“**Amended Application**”) that applies to water and sewer service at the Reflections subdivision. Reflections Condominium Owners Association, Inc. (“**Reflections Condo**”), Reflections Subdivision Master Association, Inc. (the “**Master Association**”), and Great Southern Bank have demonstrated good cause for an order of dismissal based on a material change of circumstances pursuant to 20 CSR 4240-2.116(4). The Amended and Restated Agreement for Sale of Utility System (the “**Agreement**”) between Central States Water Resources, Inc. and Reflections Condo, the Master Association, and Great Southern Bank has been terminated, and the water and sewer systems of the Master Association and Reflections Condo (the “**Systems**”) have been sold and conveyed to third parties.

It is disingenuous for Osage to refer to “perhaps misleading allegations found in the *Motion to Dismiss*” when its Response omits material facts and contradicts itself as to Missouri law. First, Osage spends a significant amount of its Response addressing the legal standard in Missouri courts for a motion to dismiss and, based on those cases, concludes that the Commission must ignore the assertions in the Motion to Dismiss (“**Motion**”). There are three flaws to Osage’s argument.

First, the Commission has the express authority to grant a motion to dismiss based on good cause. 20 CSR 4240-2.116(4) explicitly states: “A case may be dismissed for good cause found the by commission after a minimum of ten (10) days’ notice to all parties involved.” In fact, RSMo. § 386.410 states: “All hearings before the commission or a commissioner shall be governed by rules to be adopted and prescribed by the commission.” Not once in its Response does Osage address the explicit authority of the Commission to grant the relief requested by Reflections Condo, the Master Association, and Great Southern Bank. Here, good cause exists because, as set forth in the Motion and this Reply, there has been a material change in circumstances since Osage filed its Amended Application. Second, the Response ignores the testimony filed by Anthony Soukenik, Lori Wright, and Keri Roth. Third, Osage ignores the cases that it cites when it attempts to explain the distinction in authority between the Commission and the Courts. On page five of its Response, Osage explains that the Commission lacks authority to construe or enforce contracts.¹ Osage seems to recognize there is a distinction between the Commission and the courts, yet Osage asks the Commission to apply the legal procedures from Missouri Courts, while ignoring the procedures from the Commission.

Osage then alleges the steps it has taken to prosecute its lawsuit. A review of the court docket in the lawsuit pending in Camden County, Missouri on Case.net shows that the notice of hearing to schedule a hearing on Osage’s injunction request, the filing of an amended petition seeking specific performance, and the purported service of discovery were all done in the late afternoon of September 11, 2019. These efforts “to prosecute” the lawsuit were done after

¹ This analysis is particularly interesting where Osage “requests the Commission authorize Great Southern Bank, Reflections Subdivision Master Association, Inc., and Reflections Condominium Owners Association, Inc. and OUOC to execute and perform in accordance with the terms described in the *Amended and Restated Agreement for Sale of Utility System*. . . .” Surrebuttal Testimony of Todd Thomas, on behalf of Osage, p. 26, l. 9-14 (emphasis added). It is difficult to reconcile Osage’s statement that the Commission lacks authority to construe or enforce a contract while Osage simultaneously asks the Commission to have Reflections Condo, the Master Association, and Great Southern Bank “execute and perform in accordance with the terms” of the Agreement.

Reflections Condo, the Master Association, and Great Southern Bank filed their Motion, after the Commission entered its Order bifurcating the proceeding, and only a couple hours before Osage filed its Response. In addition, the actions were taken three (3) weeks after the Court denied Osage's request for a temporary restraining order.

Osage's claim that Reflections Condo, the Master Association, and Great Southern Bank have been served in the lawsuit is undermined by the court docket and Missouri law. Nowhere on the docket does a service return appear for Reflections Condo, the Master Association, and Great Southern Bank. Moreover, Missouri Supreme Court Rule 54.04 provides that "the summons and petition shall be served together . . ." (emphasis added). Further, Missouri Supreme Court Rule 55.25(a) provides that a "defendant shall file an answer within thirty days after the service of the summons and petition . . ." (emphasis added). Missouri Courts have confirmed the summons requirement. "A proper summons is jurisdictional and is absolutely essential to the validity of the proceeding . . ." *Yankee v. Franke*, 665 S.W.2d 78, 79 (Mo.App. W.D. 1984) (emphasis added).

To date, Central States' counsel has only emailed counsel for Reflections Condo, the Master Association, and Great Southern Bank a courtesy copy of the petition, motion for temporary restraining order, proposed temporary restraining order, and motion for preliminary injunction as part of its efforts to coordinate on a hearing date for the temporary restraining order. At no point in time has the registered agent, any officer, or anyone else authorized by law to accept service for Reflections Condo, the Master Association, and/or Great Southern Bank been served with the summons and petition. The fact that counsel for Reflections Condo, the Master Association, and Great Southern Bank appeared under emergency circumstances at the

temporary restraining order hearing does not waive this jurisdictional defect. In short, there has been no service of process in the lawsuit.

Osage continues with its inaccuracies on pages 2 and 3 of its Response, and again on page 6, where Osage states that its “review of Camden County records does not reveal any deed having been recorded that purports to transfer ownership.” To the contrary, two such deeds were recorded. A true and accurate copy of the Special Warranty Deed and Easement Agreement, both of which were executed on September 6, 2019 and recorded on September 9, 2019, related to the conveyance of the sewer system to Lake Area Waste Water Association, Inc. are attached as **Exhibit A**. A true and accurate copy of the Special Warranty Deed and Easement Agreement, both of which were executed on September 6, 2019 and recorded on September 9, 2019, related to the conveyance of the water system to Missouri Water Association, Inc. are attached as **Exhibit B**. Each such transfer document was recorded in Camden County, Missouri, on Monday, September 9, 2019 – two days *before* Osage filed its Response. The fact remains that the closing has occurred, and the Systems have been transferred to third parties.

Curiously, Osage suggests on pages 8 and 9 of its Response that Reflections Condo, the Master Association, and Great Southern Bank may have violated Section 16.1.5 of the Master Declaration based on who they conveyed the Systems to after terminating the Agreement with Central States. If Osage truly does not believe closing has occurred, then no such violation could have taken place.

In support of this argument that the Master Declaration “controls the sale of the systems to certain entities,” Osage refers to the Declaration for Reflections Subdivision, recorded on March 5, 2002. Once again, Osage ignores the facts that undermine its argument. The Master Declaration, recorded on March 5, 2002, is not the controlling document. On August 22, 2019, a

First Amended and Restated Declaration of Restrictions for Reflections Subdivision was recorded in the office of the Recorder of Deeds of Camden County, Missouri. A true and accurate copy of the relevant provision of such First Amended and Restated Declaration is attached as **Exhibit C**. The Amended Declaration of Restrictions provide the power to convey the Systems to the parties to whom they have now been conveyed.

Perhaps most surprising, Osage appears to be attempting to ignore the well based Order issued in this proceeding yesterday; and appears to be suggesting that the issue of the conveyance of the Systems should be included in the hearing next week. The Order has made it clear that the issue of the issuance of a Certificate of Convenience and Necessity to Osage in connection with the Systems is not being heard during next week's hearing.

To the extent that Osage seeks for the Commission to issue it a Certificate of Convenience and Necessity conditioned upon closing of Osage's purchase of the Systems, that request should be denied both because of the existing Order and because it is not well founded. First, the Systems have been sold and conveyed to third parties and the only possible recourse Osage would have, even assuming, *arguendo*, that it would succeed in establishing that the sellers breached the Agreement with Central States, is for money damages. The sellers no longer own the systems and cannot, therefore, convey them to Osage. It would be a waste of the Commission's and the parties' time and resources to move forward with the Certificate of Convenience and Necessity under these circumstances.

Second, even assuming, *arguendo*, that somehow Osage could obtain some type of injunction requiring the Systems to be conveyed to it, no party can predict how long the litigation in Camden County will take to reach a final resolution. Should the Commission move forward with its proceeding regarding the Systems, it could expose the parties to potentially contradictory

rulings or require them to disclose evidence or witnesses in one proceeding before required in the other proceeding. As Osage has recognized at page 7 of its Response, whether Central States has a contractual right or interest to purchase or operate the Systems is an issue the court must decide. Thus, if the issue of granting Osage a Certificate of Convenience and Necessity is to be heard at all, logic and economy dictate that the proceeding before the Commission await the determination to be made by the Court.

The Commission has the authority to grant the Motion to Dismiss under 20 CSR 4240-2.116(4). The Commission should exercise that authority because good cause exists. It would not be in the public interest to issue a Certificate of Convenience and Necessity to an applicant where the Agreement to purchase and operate the Systems has been terminated, and the Systems have been sold and conveyed to third parties. For the reasons stated in the Motion and this Reply, the Commission should grant Reflections Condo's, the Master Association's, and Great Southern Bank's request to dismiss the portion of the Amended Application that applies to the Systems.

Respectfully submitted,

ROUSE FRETS WHITE GOSS
GENTILE RHODES, P.C.

By: /s/Christopher L. Kurtz

Christopher L. Kurtz, #61654
Stanley N. Woodworth, #29217
5250 W. 116th Place, Suite 400
Leawood, KS 66311
Phone: (913) 387-1600
Fax: (913) 929-6739
ckurtz@rousepc.com
swoodworth@rousepc.com

**ATTORNEYS FOR
REFLECTIONS CONDOMINIUM
OWNERS ASSOCIATION, INC.**

SANDBERG PHOENIX & von GONTARD P.C.

By: /s/ Sue A. Schultz

Sue A. Schultz #37219

600 Washington Ave., 15th Fl.

St. Louis, MO 63101

Telephone: (314) 231-3332

Facsimile: (314) 241-7604

sschultz@sandbergphoenix.com

**ATTORNEY FOR REFLECTIONS
SUBDIVISION MASTER ASSOCIATION,
INC. and GREAT SOUTHERN BANK**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served, either electronically or by First Class United States Mail, postage prepaid, on this 12th day of September, 2019, with notice of the same being sent to all counsel of record.

/s/ Christopher L. Kurtz

Recording Date/Time: **09/09/2019** at **03:24:45 PM**

Book: **822** Page: **353**

Type: **WD**
Pages: **6**
Fee: **\$39.00 S**



Electronically Recorded
Sandberg Phoenix and von Gontard P.C...

Donnie Snelling
Recorder of Deeds

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TITLE OF DOCUMENT: Special Warranty Deed

DATE OF DOCUMENT: September 6, 2019

GRANTOR(S): Great Southern Bank,
Reflections Subdivision Master Association, Inc.

GRANTOR(S) MAILING ADDRESS: 1451 E. Battlefield
Springfield, MO 65804
Attn.: Jessica Braden

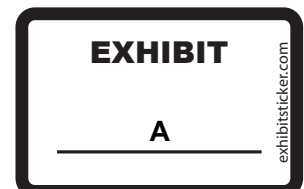
GRANTEE(S): Lake Area Waste Water Association, Inc.

GRANTEE(S) MAILING ADDRESS: 515 Old South 5
Camdenton, MO 65020

RETURN DOCUMENTS TO: Charles McElyea, Esq.
Phillips, McElyea, Carpenter & Welch
109 E US-54 Suite 103
Camdenton, MO 65020

LEGAL DESCRIPTION: See Page 2

12076444.1



SPECIAL WARRANTY DEED

This Deed is made and entered into on this 6th day of September, 2019, by and between, **Great Southern Bank**, a Missouri chartered trust company, and **Reflections Subdivision Master Association, Inc.**, a Missouri not-for-profit corporation (the "Master Association"), each duly authorized to transact business in the State where the following described real estate is located and pursuant to authority given by their respective Boards of Directors and/or Trustees, and each as their interests may appear of record (hereinafter each a "Grantor" and collectively the "Grantors"), and **Lake Area Waste Water Association, Inc.**, a Missouri corporation (hereinafter referred to as "Grantee").

WITNESSETH, that the said Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents **SELL AND CONVEY** unto the said Grantee the following Real Estate situated in the County of Camden, State of Missouri, and more particularly described as:

SEWER PLANT LOT

All of the following described land lying above contour elevation 662 feet: a tract of land lying in the Southwest Quarter of Section 8, Township 39 North, Range 17 West, Camden County, Missouri, described as follows: From the Southeast corner of the southwest Quarter of Section 8, run west along the South line of said Southwest Quarter, a distance of 1918.4 feet to the centerline of a road of ingress and a gross 40 feet in width known as Trails End Drive; thence leaving said South line of the Southwest Quarter and run along said centerline of Trails End Drive, North 25 degrees 20 minutes East 324.6 feet; thence continue along said centerline, North 25 degrees 20 minutes East 45.65 feet; thence leaving the centerline of Trails End Drive and run North 66 degrees 04 minutes West 147.07 feet to the centerline of a roadway known as Lakeview Drive; thence along said centerline as follows: North 18 degrees 45 minutes East 33.53 feet; thence, departing said centerline of Lakeview Drive, North 78 degrees 29 minutes 47 seconds West, a distance of 20.16 feet to an iron pin for the POINT OF BEGINNING; thence North 78 degrees 29 minutes 47 seconds West, a distance of 67.63 feet to an iron pin; thence North 11 degrees 54 minutes 27 seconds East, a distance of 102.36 feet to an iron pin; thence South 78 degrees 00 minutes 05 seconds East, a distance of 79.78 feet to an iron pin; thence South 18 degrees 45 minutes 00 seconds West, a distance of 102.48 feet to the POINT OF BEGINNING. Having an area of 7520.85 Square Feet or 0.173 Acres.

This deed is made pursuant to an Agreement for Sale of Sewer Utility System in which the Grantors and the Grantee are parties dated August 2, 2019, and each representation made in such agreement shall survive the delivery of this deed.

The conveyance made by this deed is subject to (i) general real estate taxes for 2019 and subsequent years, (ii) special assessments not yet due and payable, and (iii) any covenants, easements, reservations, restrictions, and conditions of record or apparent, including the lawsuit currently pending in Camden County, Missouri and having Docket No. 19CM-CC00158 and the Lis Pendens recorded in connection therewith (collectively, "Permitted Conditions").

Grantee is aware that Great Southern Bank acquired the property which is the subject of this transaction by way of deed in-lieu of foreclosure and settlement and comprise and that Great Southern Bank is selling and Grantee is purchasing the property in its present "AS IS" CONDITION WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE except as specifically set forth herein. Grantee acknowledges that Grantee has been given a reasonable opportunity to inspect and investigate the property and all improvements

thereon, either independently or through agents of Grantee's choosing, and that in purchasing the property Grantee is not relying on Grantors, or their agents, as to the condition or safety of the property and/or any improvements thereon including, but not necessarily limited to electrical, plumbing, sewage, roof, foundations, soils and geology, lot size or suitability of the property and/or improvements for particular purposes, or that any appliances, if any, plumbing and/or utilities are in working order, and/or that the improvements are structurally sound and/or in compliance with any city, county, state and/or Federal statutes, codes or ordinances. Any reports, repairs, or work required by Grantee's lender are to be the sole responsibility of the Grantee. Grantors do not warrant the suitability of the property for its intended use. Grantors do not warrant existing structure or its land as to its habitability or suitability for occupancy. Grantee assumes responsibility to check with appropriate regulatory authorities for intended use and holds Grantors harmless as to suitability for Grantee's intended use. Grantee agrees that Grantors shall bear no liability or responsibility for any actions, problems, or damages surrounding the platting of said Property or any causes arising from or coming out of said platting. Grantee further states that it is relying solely upon its own inspection of subject property and not upon any representation made to it by any person whomsoever, and is purchasing subject property in the condition in which it now is, without any obligation on the part of the Grantors to make any changes, alterations, or repair thereto. The closing of this transaction shall constitute an acknowledgment by the Grantee that **THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE (OTHER THAN AS EXPRESSLY SET FORTH HEREIN) AND IN ITS PRESENT "AS IS" CONDITION BASED SOLELY ON GRANTEE'S OWN INSPECTION.** The parties agree that this disclaimer is controlling and shall supersede any and all conflicting terms in any contract, agreement or understanding between the parties.

The conveyance made by this deed is further subject to a reversionary interest retained by the Master Association, such that should the Grantee ever cease to operate and/or maintain the sewer system serving the Reflections Subdivision, all property conveyed hereby shall automatically revert to the Master Association.

The conveyance made by this deed is further subject to the condition that the Grantee shall allow any developer that constructs additional residential or commercial facilities within the Reflections Subdivision to either (i) construct any required improvements at the developer's cost and contribute them to the Grantee (and the Grantee shall advise the developer what the estimated rates for service are that would apply to such development after any such units are connected) or (ii) in the alternative, construct its own sewer system to serve the new development.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to the successors and assigns of such party forever.

Each Grantor hereby covenants that said party shall and will **WARRANT AND DEFEND** the title to the premises unto the said Grantee, and to the successors and assigns of

such party, forever, against the lawful claims of all persons claiming under such Grantor but none other, excepting, however, the Permitted Conditions.

IN WITNESS WHEREOF, the Grantors have executed this instrument as of the day and year first above written.

GREAT SOUTHERN BANK, a Missouri
chartered trust company

By: 

Name: KEVIN WILSON

Title: VICE PRESIDENT

STATE OF MISSOURI)
) ss.
) ss.
COUNTY OF Johnson)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT** Kevin Wilson, personally known to me to be the same person whose name is subscribed to the foregoing instrument and who stated that s/he is a Vice President of Great Southern Bank, a Missouri chartered trust company, which is a Grantor, appeared before me this day in person and acknowledged that as such officer of such bank s/he signed and delivered the said instrument pursuant to authority given by its Board of Trustees/Directors as her/his free and voluntary act, and as the free and voluntary act of such bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6 day of September, 2019.



Jarre L. Hastings
Notary Public

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REFLECTIONS SUBDIVISION MASTER ASSOCIATION, INC., a Missouri not-for-profit corporation

By: Anthony J. Soukewik
Name: Anthony J. Soukewik
Title: President

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Anthony Soukewik, personally known to me to be the same person whose name is subscribed to the foregoing instrument and who stated that s/he is a President of Reflections Subdivision Master Association, Inc., a Missouri not-for-profit corporation, which is a Grantor, appeared before me this day in person and acknowledged that as such officer of such corporation s/he signed and delivered the said instrument pursuant to authority given by its Board of Trustees/Directors as her/his free and voluntary act, and as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of September, 2019.

Christina J. Ozgowski
Notary Public

Recording Date/Time: **09/09/2019** at **03:24:46 PM**

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Pages: **9**
Fee: **\$48.00 S**



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Donnie Snelling
Recorder of Deeds

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TITLE OF DOCUMENT: Easement Agreement

DATE OF DOCUMENT: September 6, 2019

GRANTOR(S): Great Southern Bank
Reflections Condominium Owners Association, Inc.
Reflections Subdivision Master Association, Inc.

GRANTOR(S) MAILING ADDRESS: 1451 E. Battlefield
Springfield, MO 65804
Attn.: Jessica Braden

GRANTEE(S): Lake Area Waste Water Association, Inc.

GRANTEE(S) MAILING ADDRESS: 515 Old South 5
Camdenton, MO 65020

RETURN DOCUMENTS TO: Charles McElyea, Esq.
Phillips, McElyea, Carpenter & Welch
109 E US-54 Suite 103
Camdenton, MO 65020

LEGAL DESCRIPTION: See Page 2

EASEMENT AGREEMENT

Camden County

This Document Prepared By:

Sandberg Phoenix & von
Gontard P.C.
475 Regency Pak, Suite 175
O'Fallon, IL 62269
(618) 397-2721

THIS AGREEMENT, made this 6th day of September, 2019, by and between Great Southern Bank, a Missouri chartered trust company, Reflections Condominium Owners Association, Inc., a Missouri not-for-profit corporation, and Reflections Subdivision Master Association, Inc., a Missouri not-for-profit corporation, hereinafter referred to as the "Grantors", and Lake Area Waste Water Association, Inc., a Missouri not-for-profit corporation, having an office for the transaction of business at 515 Old South 5, Camdenton, MO 65020, hereinafter referred to as the "Grantee".

WITNESSETH:

The Grantors, in consideration of the covenants and agreements hereinafter recited and the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, do hereby give, grant, and convey unto the Grantee, its successor and assigns, for so long as they continue to provide sewer service to the Reflections Subdivision as more further described on Exhibit A attached hereto and incorporated herein by this reference (the "Reflections Subdivision"), an easement and a free uninterrupted and unobstructed right of way in, under, across, and over the property of the Grantors situated in the County of Camden and State of Missouri; said right of way to be twenty (20) feet in width, the centerline of which is over the now existing sewer lines and appurtenances located in the Reflections Subdivision outside of the residential buildings, and ten (10) feet around the now existing lift station (the "Easement Area"), for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, the lift station and pumps therein and all pipe or pipes, with necessary fittings, appurtenances, and attached facilities, including laterals and connections for the collection and transmission of sanitary and/or storm sewage.

Together with the right to the Grantee, its successors and assigns, to (i) enter in and upon the Easement Area with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid sewer lines, lift station, and appurtenances; (ii) remove trees, bushes, undergrowth, and other similar obstructions interfering with the activities authorized herein; and (iii) for doing anything reasonably necessary, useful, or convenient for the enjoyment of the easement herein granted.

12076766.2

The right of the Grantors to freely use and enjoy their interests in the premises is reserved to Grantors, their successors and assigns insofar as the exercise thereof does not endanger nor interfere with the construction, operation, and maintenance of Grantee's sewer lines, lift station, and attached facilities. All new sewer pipe shall be laid below the water lines.

TO HAVE AND TO HOLD the above granted easement and right of way unto the Grantee, its successors and assigns, for so long as they continue to provide sewer service to the Reflections Subdivision.

The Grantee agrees, by acceptance of this Easement and Right of Way Agreement, that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made. Grantee, at its expense, shall be responsible for promptly repairing and restoring any other damage done to the Easement Area or the surrounding area as a result of the exercise of its easement rights hereunder.

This Easement Agreement is made pursuant to an Agreement for Sale of Sewer Utility System between the Grantors and the Grantee dated August 2, 2019, and each representation made in such agreement shall survive the delivery of this Easement Agreement.

IN WITNESS WHEREOF, the Grantors have duly executed this AGREEMENT, all as of the day and year first above written.

ACCEPTED BY:


LAKE AREA WASTE WATER
ASSOCIATION, INC.

By: 
K.C. # 161 President Kelly N. Goss, Administrator

Date: 9/6/19
(use black ink only)

GRANTORS:

GREAT SOUTHERN BANK

By: 
Title: VICE PRESIDENT
Date: 9/6/19

REFLECTIONS CONDOMINIUM
OWNERS ASSOCIATION, INC.

REFLECTIONS SUBDIVISION MASTER
ASSOCIATION, INC.

By: *Don Wright*
Title: President
Date: 9/06/19
(use black ink only)

By: *Anthony J. Smith*
Title: President
Date: September 6, 2019

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

I, a Notary Public for the State and County aforesaid, do hereby certify that _____ of Great Southern Bank, a Missouri chartered trust company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument on behalf of such company by authority of its board of directors, as the free and voluntary act of such company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2019.

Notary Public

My Commission Expires:

REFLECTIONS CONDOMINIUM OWNERS ASSOCIATION, INC.

REFLECTIONS SUBDIVISION MASTER ASSOCIATION, INC.

By: _____
Title: _____
Date: _____

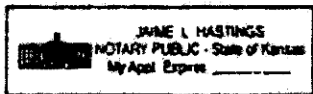
By: _____
Title: _____
Date: _____

(use black ink only)

^{Kansas}
STATE OF MISSOURI)
) ss.
COUNTY OF Johnson)

I, a Notary Public for the State and County aforesaid, do hereby certify that Kevin Wilson, Vice President of Great Southern Bank, a Missouri chartered trust company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument on behalf of such company by authority of its board of directors, as the free and voluntary act of such company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11 day of September 2019.



Jamie L. Hastings
Notary Public

My Commission Expires:

1-3-2023

STATE OF MISSOURI)
) ss.
County OF ST. LOUIS)

I, a Notary Public for the State and County aforesaid, do hereby certify that Anthony Soukenik, President of Reflections Subdivision Master Association, Inc., a Missouri not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the same instrument on behalf of such corporation by authority of its board of directors, as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of September, 2019.

Christina L. Drzewucki
Notary Public

My Commission Expires:
01-26-2023

CHRISTINA L. DRZEWUCKI
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 15397188
My Commission Expires 01-26-2023

STATE OF MISSOURI)
COUNTY OF Camden) ss.

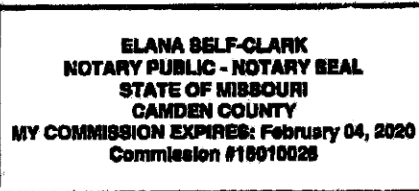
I, a Notary Public for the State and County aforesaid, do hereby certify that John Wright, President of Reflections Condominium Owners Association, Inc, a Missouri not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument on behalf of such corporation by authority of its board of directors, as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6 day of September, 2019.

Elana Self-Clark
Notary Public

My Commission Expires:

2/4/2020



STATE OF MISSOURI)
) ss.
COUNTY OF Camden)

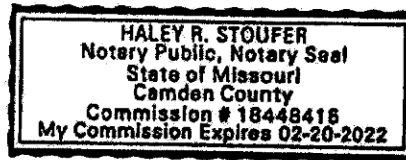
I, a Notary Public for the State and County aforesaid, do hereby certify that Kelly Goss, personally known to me to be the same person whose name is subscribed to the foregoing instrument as President of Lake Area Waste Water Association, Inc., appeared before me this day in person and acknowledged that he signed and delivered the same instrument, in such capacity, as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of September 2019.


Notary Public

My Commission Expires:

02-20-2022



Return Document To:

Parcel No.: 07-3.0-08.0-000.0-005-001.000

Sue A. Schultz, Esq.
Sandberg Phoenix & von Gontard P.C.
475 Regency Park, Suite 175
O'Fallon, IL 62269
(618) 397-2721

EXHIBIT A

Legal Description of Reflections Subdivision Land

All of the following described land lying above contour elevation 662 feet:

A tract of land lying in the Southwest Quarter of Section 8, Township 39 North, Range 17 West, Camden County, Missouri, described as follows: From the Southeast corner of the Southwest Quarter of Section 8, run West along the South line of said Southwest Quarter, a distance of 1,918.4 feet to the centerline of a road of ingress and egress 40 feet in width known as Trails End Drive; thence leaving said South line of the Southwest Quarter and run along said centerline of Trails End Drive, North 25 degrees 20 minutes East 324.6 feet to the point of beginning; thence continue along said centerline, North 25 degrees 20 minutes East 45.65 feet; thence leaving the centerline of Trails End Drive and run North 66 degrees 04 minutes West 147.87 feet to the centerline of a roadway known as Lakeview Drive; thence along said centerline as follows: North 18 degrees 45 minutes East 168.1 feet; thence North 16 degrees 56 minutes East 183.3 feet; thence North 13 degrees 09 minutes East 68.9 feet; thence North 0 degrees 39 minutes East 237.1 feet; thence North 9 degrees 39 minutes East 333.7 feet to the intersection of the centerline of roadway known as Lakeside Drive; thence along centerline of said Lakeside Drive, North 86 degrees 09 minutes East 122.4 feet; thence South 42 degrees 01 minutes East 66.2 feet to the intersection of the centerline of said road of ingress and egress 40 feet in width, known as Trails End Drive; thence along the centerline of Trails End Drive, North 28 degrees 27 minutes East 103.5 feet; thence North 36 degrees 47 minutes East 51.2 feet; thence North 56 degrees 47 minutes East 119.5 feet; thence North 23 degrees 07 minutes East 75.0 feet; thence leaving the centerline of Trails End Drive, run South 89 degrees 05 minutes East 109.7 feet to the shoreline of the Lake of the Ozarks; thence along said shoreline in a Northerly and Southwesterly direction 2,150 feet, more or less, to a point that is North 59 degrees 58 minutes West 567.0 feet from the point of beginning; thence leaving said shoreline, run South 59 degrees 58 minutes East 567.0 feet to the point of beginning.

Recording Date/Time: 09/09/2019 at 03:24:43 PM

Book: 822 Page: 351

Type: WD
Pages: 5
Fee: \$36.00 S



Electronically Recorded
Sandberg Phoenix and von Gontard P.C...

Donnie Snelling
Recorder of Deeds

Space above this line reserved for Recorder of Deeds

TITLE OF DOCUMENT: Special Warranty Deed

DATE OF DOCUMENT: September 6, 2019

GRANTOR(S): Great Southern Bank,
Reflections Subdivision Master Association, Inc.

GRANTOR(S) MAILING ADDRESS: 1451 E. Battlefield
Springfield, MO 65804
Attn.: Jessica Braden

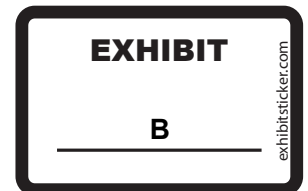
GRANTEE(S): Missouri Water Association, Inc.

GRANTEE(S) MAILING ADDRESS: 515 Old South 5
Camdenton, MO 65020

RETURN DOCUMENTS TO: Charles McElyea, Esq.
Phillips, McElyea, Carpenter & Welch
109 E US-54 Suite 103
Camdenton, MO 65020

LEGAL DESCRIPTION: See Page 2

11990780.5



SPECIAL WARRANTY DEED

This Deed is made and entered into on this 6th day of September, 2019, by and between, **Great Southern Bank**, a Missouri chartered trust company, and **Reflections Subdivision Master Association, Inc.**, a Missouri not-for-profit corporation (the "Master Association"), each duly authorized to transact business in the State where the following described real estate is located and pursuant to authority given by their respective Boards of Directors and/or Trustees, and each as their interests may appear of record (hereinafter each a "Grantor" and collectively the "Grantors"), and **Missouri Water Association, Inc.**, a Missouri corporation (hereinafter referred to as "Grantee").

WITNESSETH, that the said Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents **SELL AND CONVEY** unto the said Grantee the following Real Estate situated in the County of Camden, State of Missouri, and more particularly described as:

WELL LOT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 17 WEST, CAMDEN COUNTY MISSOURI BEING PART OF THE TRACT OF LAND DESCRIBED IN BOOK 226 PAGE 369 IN THE OFFICE OF THE RECORDER OF DEEDS, DESCRIBED AS FOLLOWS:

Commencing at the Southeast corner of Lot 1 as shown on the record plat of "Reflections Subdivision"; thence along the South line of said tract described in Book 226 page 369 South 59 DEGREES 22 MINUTES 29 SECONDS East (old deed = South 59 DEGREES 58 MINUTES West) a distance of 131.71 feet; thence North 30 DEGREES 37 MINUTES 31 SECONDS East a distance of 381.25 feet to the POINT OF BEGINNING of the tract described herein; thence North 04 DEGREES 38 MINUTES 22 SECONDS East a distance of 64.30 feet; thence South 84 DEGREES 57 MINUTES 23 SECONDS East a distance of 55.86 feet to a point on the West right of way a 40 feet wide roadway; thence along said right of way, South 00 DEGREES 39 MINUTES 00 SECONDS West a distance of 64.49 feet; thence departing said right of way, North 84 DEGREES 57 MINUTES 23 SECONDS West a distance of 60.35 feet to the POINT OF BEGINNING, said tract having an area of 3736 square feet, 0.09 acres.

This deed is made pursuant to an Agreement for Sale of Water Utility System in which the Grantors and the Grantee are parties dated August 2, 2019, and each representation made in such agreement shall survive the delivery of this deed.

The conveyance made by this deed is subject to (i) general real estate taxes for 2019 and subsequent years, (ii) special assessments not yet due and payable, and (iii) any covenants, easements, reservations, restrictions, and conditions of record or apparent, including the lawsuit currently pending in Camden County, Missouri and having Docket No. 19CM-CC00158 and the Lis Pendens recorded in connection therewith (collectively, "Permitted Conditions").

Grantee is aware that Great Southern Bank acquired the property which is the subject of this transaction by way of deed in-lieu of foreclosure and settlement and comprise and that Great Southern Bank is selling and Grantee is purchasing the property in its present "AS IS" CONDITION WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE except as specifically set forth herein. Grantee acknowledges that Grantee has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of Grantee's choosing, and that in purchasing the property Grantee is not relying on Grantors, or their agents, as to the condition or safety of the property and/or any improvements thereon including, but not necessarily limited to electrical, plumbing, sewage, roof, foundations, soils and geology, lot size or suitability of the property and/or improvements for particular purposes, or that any appliances, if any, plumbing and/or utilities are in working order, and/or that the improvements are structurally sound and/or in compliance with any city, county, state and/or Federal statutes, codes or ordinances. Any reports, repairs, or work required by Grantee's lender are to be the sole responsibility of the Grantee. Grantors do not warrant the suitability of the property for its intended use. Grantors do not warrant existing structure or its land as to its habitability or suitability for occupancy. Grantee assumes responsibility to check with appropriate regulatory authorities for intended use and holds Grantors harmless as to suitability for Grantee's intended use. Grantee agrees that Grantors shall bear no liability or responsibility for any actions, problems, or damages surrounding the platting of said Property or any causes arising from or coming out of said platting. Grantee further states that it is relying solely upon its own inspection of subject property and not upon any representation made to it by any person whomsoever, and is purchasing subject property in the condition in which it now is, without any obligation on the part of the Grantors to make any changes, alterations, or repair thereto. The closing of this transaction shall constitute an acknowledgment by the Grantee that THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE (OTHER THAN AS EXPRESSLY SET FORTH HEREIN) AND IN ITS PRESENT "AS IS" CONDITION BASED SOLELY ON GRANTEE'S OWN INSPECTION. The parties agree that this disclaimer is controlling and shall supersede any and all conflicting terms in any contract, agreement or understanding between the parties.

The conveyance made by this deed is further subject to a reversionary interest retained by the Master Association, such that should the Grantee ever cease to operate and/or maintain the water system serving the Reflections Subdivision, all property conveyed hereby shall automatically revert to the Master Association.

The conveyance made by this deed is further subject to the condition that the Grantee shall allow any developer that constructs additional residential or commercial facilities within the Reflections Subdivision to either (i) construct any required improvements at the developer's cost and contribute them to the Grantee or (ii) pay Grantee (A) a tap fee per connection of (I) \$1,500.00 for connections to the main for parcels on the same side of the street as the main, or (II) \$2,000.00 for connections to the main for parcels across the street from the main; (B) a water storage fee of \$1,000.00 per unit; and (C) if fire services required, a \$1,500.00 Per unit fire protection storage fee; and the Grantee shall advise the developer what the estimated rates for service are that would apply to such development after any such units are connected. It shall be

the developer's sole discretion to thereafter connect to such water system or, in the alternative, to construct its own water system to serve the new development.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to the successors and assigns of such party forever.

Each Grantor hereby covenants that said party shall and will **WARRANT AND DEFEND** the title to the premises unto the said Grantee, and to the successors and assigns of such party, forever, against the lawful claims of all persons claiming under such Grantor but none other, excepting, however, the Permitted Conditions.

IN WITNESS WHEREOF, the Grantors have executed this instrument as of the day and year first above written.

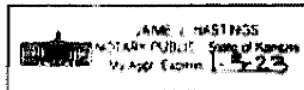
GREAT SOUTHERN BANK, a Missouri chartered trust company

By: 
Name: KEVIN WILSON
Title: VICE PRESIDENT

STATE OF ~~MISSOURI~~)
 Kansas) ss.
COUNTY OF Jackson)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT** Kenn Wilson, personally known to me to be the same person whose name is subscribed to the foregoing instrument and who stated that s/he is a Vice President of Great Southern Bank, a Missouri chartered trust company, which is a Grantor, appeared before me this day in person and acknowledged that as such officer of such bank s/he signed and delivered the said instrument pursuant to authority given by its Board of Trustees/Directors as her/his free and voluntary act, and as the free and voluntary act of such bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11 day of September, 2019.



James J. Hastings
Notary Public

Remainder of page intentionally blank. Please proceed to next signature page.

REFLECTIONS SUBDIVISION MASTER ASSOCIATION, INC., a Missouri not-for-profit corporation

By: [Signature]
Name: Anthony J. Sorkenik
Title: President

STATE OF MISSOURI)
) ss.
COUNTY OF St. Louis)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Anthony Sorkenik, personally known to me to be the same person whose name is subscribed to the foregoing instrument and who stated that s/he is a President of Reflections Subdivision Master Association, Inc., a Missouri not-for-profit corporation, which is a Grantor, appeared before me this day in person and acknowledged that as such officer of such corporation s/he signed and delivered the said instrument pursuant to authority given by its Board of Trustees/Directors as her/his free and voluntary act, and as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of September, 2019.



[Signature]
Notary Public

Recording Date/Time: **09/09/2019** at **03:24:44 PM**

Book: **822** Page: **352**

Type: **EASE**
Pages: **9**
Fee: **\$48.00 S**



Electronically Recorded
Sandberg Phoenix and von Gontard P.C...

Donnie Snelling
Recorder of Deeds

Space above this line reserved for Recorder of Deeds

TITLE OF DOCUMENT: Easement Agreement

DATE OF DOCUMENT: September 6, 2019

GRANTOR(S): Great Southern Bank
Reflections Condominium Owners Association, Inc.
Reflections Subdivision Master Association, Inc.

GRANTOR(S) MAILING ADDRESS: 1451 E. Battlefield
Springfield, MO 65804
Attn.: Jessica Braden

GRANTEE(S): Missouri Water Association, Inc.

GRANTEE(S) MAILING ADDRESS: 515 Old South 5
Camdenton, MO 65020

RETURN DOCUMENTS TO: Charles McElyea, Esq.
Phillips, McElyea, Carpenter & Welch
109 E US-54 Suite 103
Camdenton, MO 65020

LEGAL DESCRIPTION: See Page 2

EASEMENT AGREEMENT

Camden County

This Document Prepared By:

Sandberg Phoenix & von
Gontard P.C.
475 Regency Pak, Suite 175
O'Fallon, IL 62269
(618) 397-2721

September

THIS AGREEMENT, made this 6th day of ~~August~~, 2019, by and between Great Southern Bank, a Missouri chartered trust company, Reflections Condominium Owners Association, Inc., a Missouri not-for-profit corporation, and Reflections Subdivision Master Association, Inc., a Missouri not-for-profit corporation, hereinafter referred to as the "Grantors", and Missouri Water Association, Inc., a Missouri not-for-profit corporation, having an office for the transaction of business at 515 Old South 5, Camdenton, MO 65020, hereinafter referred to as the "Grantee".

WITNESSETH:

The Grantors, in consideration of the covenants and agreements hereinafter recited and the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, do hereby give, grant, and convey unto the Grantee, its successor and assigns, for so long as they continue to provide water service to the Reflections Subdivision as more further described on Exhibit A attached hereto and incorporated herein by this reference (the "Reflections Subdivision"), an easement and a free uninterrupted and unobstructed right of way in, under, across, and over the property of the Grantors situated in the County of Camden and State of Missouri; said right of way to be twenty (20) feet in width, the centerline of which is over the now existing water lines and appurtenances located in the Reflections Subdivision outside of the residential buildings (the "Easement Area"), for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, pipe or pipes, with necessary fittings, appurtenances, and attached facilities, including laterals and connections for the transmission and distribution of potable water for domestic and fire suppression purposes.

Together with the right to the Grantee, its successors and assigns, to (i) enter in and upon the Easement Area with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid water pipe lines and appurtenances; (ii) remove trees, bushes, undergrowth, and other similar obstructions interfering with the activities authorized herein; and (iii) for doing anything reasonably necessary, useful, or convenient for the enjoyment of the easement herein granted.

12034652.4

The right of the Grantors to freely use and enjoy their interests in the premises is reserved to Grantors, their successors and assigns insofar as the exercise thereof does not endanger nor interfere with the construction, operation, and maintenance of Grantee's water pipe lines and attached facilities. All new sewer pipe shall be laid below the water lines.

TO HAVE AND TO HOLD the above granted easement and right of way unto the Grantee, its successors and assigns, for so long as they continue to provide potable water service to the Reflections Subdivision.

The Grantee agrees, by acceptance of this Easement and Right of Way Agreement, that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made. Grantee, at its expense, shall be responsible for promptly repairing and restoring any other damage done to the Easement Area or the surrounding area as a result of the exercise of its easement rights hereunder.

This Easement Agreement is made pursuant to an Agreement for Sale of Water Utility System between the Grantors and the Grantee dated August 2, 2019, and each representation made in such agreement shall survive the delivery of this Easement Agreement.

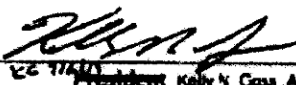
IN WITNESS WHEREOF, the Grantors have duly executed this AGREEMENT, all as of the day and year first above written.

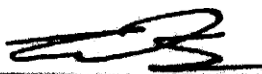
ACCEPTED BY:

GRANTORS:

MISSOURI WATER ASSOCIATION, INC.

GREAT SOUTHERN BANK

By: 
President Kelly N. Goss, Administrator
Date: 9/6/19
(use black ink only)

By: 
Title: KEVIN HANSON
Date: VICE PRESIDENT

REFLECTIONS CONDOMINIUM OWNERS ASSOCIATION, INC.

REFLECTIONS SUBDIVISION MASTER ASSOCIATION, INC.

By: [Signature]
Title: President
Date: 9/6/19
(use black ink only)

By: [Signature]
Title: President
Date: 9/6/19

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

I, a Notary Public for the State and County aforesaid, do hereby certify that _____ of Great Southern Bank, a Missouri chartered trust company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument on behalf of such company by authority of its board of directors, as the free and voluntary act of such company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2019.


Notary Public

My Commission Expires:

STATE OF MISSOURI)
) ss.
County OF ST. LOUIS)

I, a Notary Public for the State and County aforesaid, do hereby certify that Anthony Soukenik, President of Reflections Subdivision Master Association, Inc., a Missouri not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the same instrument on behalf of such corporation by authority of its board of directors, as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of September, 2019.


Notary Public

My Commission Expires:

01-26-2023



STATE OF MISSOURI)
) ss.
COUNTY OF Camden)

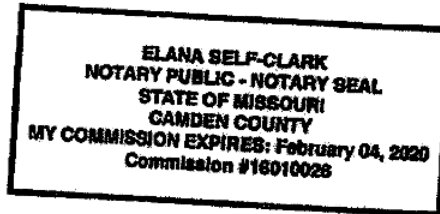
I, a Notary Public for the State and County aforesaid, do hereby certify that John Wright, President of Reflections Condominium Owners Association, Inc., a Missouri not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument on behalf of such corporation by authority of its board of directors, as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6 day of September, 2019.

Elana Self-Clark
Notary Public

My Commission Expires:

2/4/2020



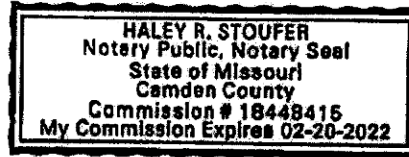
STATE OF MISSOURI)
) ss.
COUNTY OF Camden)

I, a Notary Public for the State and County aforesaid, do hereby certify that Kelly Goss, personally known to me to be the same person whose name is subscribed to the foregoing instrument as President of Missouri Water Association, Inc., appeared before me this day in person and acknowledged that he signed and delivered the same instrument, in such capacity, as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of September 1919.


Notary Public

My Commission Expires:
02-20-2022



Return Document To:

Parcel No.: 07-3.0-08.0-000.0-005-001.000

Sue A. Schultz, Esq.
Sandberg Phoenix & von Gontard P.C.
475 Regency Park, Suite 175
O'Fallon, IL 62269
(618) 397-2721

EXHIBIT A

Legal Description of Reflections Subdivision Land

All of the following described land lying above contour elevation 662 feet:

A tract of land lying in the Southwest Quarter of Section 8, Township 39 North, Range 17 West, Camden County, Missouri, described as follows: From the Southeast corner of the Southwest Quarter of Section 8, run West along the South line of said Southwest Quarter, a distance of 1,918.4 feet to the centerline of a road of ingress and egress 40 feet in width known as Trails End Drive; thence leaving said South line of the Southwest Quarter and run along said centerline of Trails End Drive, North 25 degrees 20 minutes East 324.6 feet to the point of beginning; thence continue along said centerline, North 25 degrees 20 minutes East 45.65 feet; thence leaving the centerline of Trails End Drive and run North 66 degrees 04 minutes West 147.07 feet to the centerline of a roadway known as Lakeview Drive; thence along said centerline as follows: North 18 degrees 45 minutes East 168.1 feet; thence North 16 degrees 56 minutes East 183.3 feet; thence North 13 degrees 09 minutes East 68.9 feet; thence North 0 degrees 39 minutes East 227.1 feet; thence North 9 degrees 39 minutes East 332.7 feet to the intersection of the centerline of roadway known as Lakeside Drive; thence along centerline of said Lakeside Drive, North 86 degrees 09 minutes East 122.4 feet; thence South 42 degrees 01 minutes East 66.2 feet to the intersection of the centerline of said road of ingress and egress 40 feet in width, known as Trails End Drive; thence along the centerline of Trails End Drive, North 28 degrees 27 minutes East 103.5 feet; thence North 36 degrees 47 minutes East 51.2 feet; thence North 56 degrees 47 minutes East 119.5 feet; thence North 23 degrees 07 minutes East 75.0 feet; thence leaving the centerline of Trails End Drive, run South 89 degrees 05 minutes East 109.7 feet to the shoreline of the Lake of the Ozarks; thence along said shoreline in a Northerly and Southwesterly direction 2,150 feet, more or less, to a point that is North 59 degrees 58 minutes West 567.0 feet from the point of beginning; thence leaving said shoreline, run South 59 degrees 58 minutes East 567.0 feet to the point of beginning.

Recorded in Camden County, Missouri



Recording Date/Time: 08/22/2019 at 02:28:21 PM

Book: 821 Page: 637

Type: DECLA

Pages: 50

Fee: \$171.00 \$ 20190006728

SANDBERG PHOENIX



The space above this line reserved for Recorder of Deeds

TITLE OF DOCUMENT: First Amended and Restated Declaration of Restrictions for Reflections Subdivision

DATE OF DOCUMENT: August 22, 2019

GRANTOR/GRANTEE: Great Southern Bank
Reflections Condominium Owners Association, Inc.

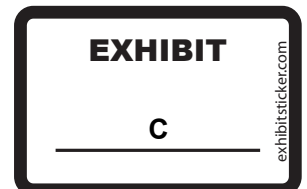
GRANTOR/GRANTEE
MAILING ADDRESSES: Great Southern Bank
c/o Jessica Braden
1451 E. Battlefield
Springfield, MO 65804

Reflections Condominium Owners Association, Inc.
c/o Professional Management Group
P.O. Box 2409
Lake Ozark, MO 65049

RETURN DOCUMENTS TO: Sue Schultz, Esq.
Sandberg Phoenix & von Gontard, P.C.
475 Regency Park, Suite 175
O'Fallon, IL 62269

LEGAL DESCRIPTION: *See Exhibit A*

REFERENCE TO BOOK(S) AND PAGE(S): Book 0530, Page 0243 *et seq.*



upon the offending premises or take appropriate peaceful action to abate, remove, modify, or replace, at the expense of the offending Owner, any structure, thing or condition that may exist in violation of this Declaration. If the offense occurs on any easement, walkway, Common Area or the like, the cure shall be at the expense of the Owner or other person responsible for the offending condition.

15.6 Nonexclusive Remedies. All the remedies set forth herein are cumulative and not exclusive.

15.7 No Waiver. The failure of the Board, Declarant, the Manager, or any aggrieved Owner to enforce shall not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any other part of Reflections Subdivision documents at any future time.

15.8 No Liability. No member of the Board, the Declarant, the Manager, or any Owner shall be liable to any other Owner for the failure to enforce the provisions of any of the documents at any time.

15.9 Recovery of Costs. If legal assistance is obtained to enforce any of the provisions of the documents or in any legal proceeding (whether or not suit is brought) for damages or for such enforcement or the restraint of violations of the documents, then the prevailing party shall be entitled to recover all costs incurred by it in such action, including reasonable attorneys' fees as may be incurred.

ARTICLE XVI - WATER AND SEWER SYSTEMS

16.1 Rights, powers and duties of the Association. The following rights, powers and duties shall apply, in regard to any Water System and/or Sewer System:

16.1.1 Except when Declarant gives a specific exemption, Owners shall connect to the water and sewer system maintained by the Association, the Project Association, or the utility company providing service within the Project Area where the Owner's Lot or Unit is located. Each owner shall be responsible for payment of all charges and fees levied by the Association, the Project Association, or utility company (as the case may be) and shall comply with all local, state and federal permits and orders. The Association shall have the power to levy assessments pursuant to this First Amendment for the maintenance, repair and replacement of any water and sewer lines, pipes, pumps and other components to be maintained and operated by the Association. A Project Association shall have the power to levy assessments against Lots or Unit within its Project for the maintenance, repair and replacement of any separate water and sewer lines, pipes, pumps and other components to be maintained and operated by such Project Association. A utility company may charge rates legally authorized for it to recover the costs to maintain, repair, and/or replace the water and sewer lines, pipes, pumps and other components maintained and operated by it.

16.1.2 Any purveyor maintaining, operating, repairing, improving, and/or regulating the use of any part of the Sewer System shall comply with all requirements

and duties imposed by the Missouri Clean Water Law, Chapter 244, R.S.Mo, and all standards, rules and regulations adopted pursuant thereto and permits and orders issued thereunder, and all other provisions of law, federal, state and local, as such may exist from time to time.

16.1.3 The Association (acting by consent of the Board) may acquire for addition to any Water System and Sewer System owned and maintained by the Association, any sewage treatment facilities, properties, and improvements of the type described in this Declaration which are located outside the Property, and may permit any property and improvements located outside the Property to be connected to such Water System and/or Sewer System, provided that (i) all such assets which are acquired for addition to the Water System and/or Sewer System and all such property and improvements which are permitted to be connected to the Sewer System or Water System shall be made subject to all the terms, conditions and restrictions of this Declaration and the rules and regulations of the Association promulgated pursuant thereto, and (ii) no such addition of facilities or allowing of other property outside of the Property to use any such system shall be made that would be adverse (when considering the long-term effect of such addition and/or use) to the COA or the Unit Owners of the COA, without the written consent of the Board of Directors of the COA.

16.1.4 Declarant, and subsequent to such time as Declarant may transfer and convey the Water System and Sewer System or any portion thereof to the Association, the Association, is empowered to transfer and convey to any public authority, municipal corporation, private corporation certificated by the Public Service Commission of Missouri, or not-for-profit, member managed entity established pursuant to sections 393.825 to 393.861 of the Revised Statutes of Missouri, the Water System and/or Sewer System, either with or without money consideration therefor, and such conveyance shall become mandatory and shall be made by the Declarant or Association as soon as practical when any such entity is willing to accept and becomes capable of accepting such conveyance and thereafter performing all functions relating to the construction, maintenance, extension, operation, repair, improvement, and regulation of the Water System and/or Sewer System. Upon such a conveyance, the receiving entity shall have the obligation and the authority to operate such system(s) and to set rates and charges in accordance with applicable law and any applicable contractual restrictions. To the extent any other provision of this Declaration is in conflict with this section, this section shall control.

16.1.5 The Association is empowered to contract with any other Person, firm, or governmental or other entity for the performance of all or any part of the sewage treatment services, or maintenance, repair and improvement of any Water System and/or Sewer System to be maintained by the Association, provided that the cost of any such contract shall be paid by the Association in the same manner as all other costs and expenses incurred by the Association in operating and maintaining such Water System and Sewer System.