

DECLARATION OF RESTRICTIONS

FOR

MISSION BAY TOWNHOMES

This Declaration is made on the date hereinafter set forth by E-C Development, LLC, An Illinois Limited-Liability Company hereinafter referred to as "Developer".

WHEREAS, Developer is the owner of certain property at the Lake of the Ozarks, Camden County, Missouri that Developer has caused to be subdivided and a platted as Lots D-1 through D-35 of Mission Bay Subdivision.

NOW THEREFORE, Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and hereby amends the original declaration to provide as follows:

Developer specifically negates and otherwise denies any equitable servitude in favor of any lot owner or persons against any and all other real property owned by Developer or any partner of Developer that may be created by this Declaration of Restrictions.

Developer retains the right to declare any real property as shown on the plat of Mission Bay Townhomes and held by it a common area.

Developer retains the right to annex any property now owned or hereafter acquired by it to the Development.

I. DEFINITIONS

SECTION 1. "Association" shall mean and refer to Mission Bay Townhome Owners Association, Inc., a Missouri Not for Profit Corporation, its successors and assigns.

SECTION 2. "Common Area" shall mean real property owned by the Association for common use and enjoyment of the owners. The common area to be owned by the association at the time of the conveyance of the first lot shall include the following portions shown in the recorded plat for MISSION BAY TOWNHOMES:

- a. Roadways as shown on the Plat are dedicated to the lot owners in the Development for ingress and egress and the installation of utilities.

SECTION 3. "Declaration" means this Declaration of Restrictions and any amendments thereto or supplemental declarations.

SECTION 4. "Developer" shall mean E-C Development, LLC, its successors, and assigns.

SECTION 5. "Development" means all lots D-1 through D-35 of Mission Bay, together with the common areas, roads, amenities and easements situated and depicted on the recorded plat of Mission Bay adjacent to said lots, and all other real property which may be annexed thereto.

SECTION 6. "Improvements" shall mean all buildings, outbuildings, sewers, water systems, roads, driveways, parking lots, fences, retaining and other walls, docks, piers, hedges, poles, antenna and any other structures of any type or kind.

SECTION 7. "Lot" means any numbered or lettered lot shown in the plat of the development.

SECTION 8. "Owner" shall mean any person or legal entity including the developer who holds fee simple title to any lot.

SECTION 9. "Plat" means the plat of MISSION BAY – Section 4 filed of record in Plat Book 109 at Pages 4A and 4B in the Office of the Recorder of Deeds of Camden County, Missouri and any additions or annexations thereto as they are from time to time recorded.

SECTION 10. "Zero-Lot Line dwelling" shall mean a residential dwelling usually intended for one or more persons, each related to the other by blood, marriage, or legal adoption together with his or their domestic servants, maintaining a common household in such dwelling, the boundaries of which may consist of one or more shared or "party" walls with adjoining residential dwellings, and for which the ownership of the real estate on which said dwelling is located is held in fee simple.

II. PROPERTY RIGHTS

SECTION 1. "Owner's Easement of Enjoyment" Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

- a. The right of the Association to suspend voting rights and the right to use the common area by an owner for any period during which any assessment against his lot remains unpaid;
- b. The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be made unless an instrument signed by two-thirds of each class of members agreeing to such dedication or transfer has been recorded.
- c. The rights, privileges, easements, reservations and exceptions in favor of the Developer, as set out herein.

SECTION 2. Delegation of Use. Any owner may delegate in accordance with the By-Laws of the Association, his right of enjoyment to the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

III. THE ASSOCIATION

SECTION 1. 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 of Incorporation and By-Laws.

Section 2. Formation of the Association. The Developer shall form the Association within a reasonable time after the sale of the first lot, but at least no later than the sale of 100% of the lots in the Development. Until the formation of the Association the Developer shall act on behalf of the Association and shall have the same powers and duties of the Association as set forth in this Declaration.

Section 3. Membership. Every owner of a lot that is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot that is subject to assessment. The Association shall have two classes of voting membership.

Class A: Class A members shall be all owners with the exception of the developer and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot all such persons shall be members, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B: Class B member shall be the developer or its assigns and shall be entitled to vote equal to 66 2/3% of all the votes of all classes of members. The Class B membership shall cease and be converted to Class A membership (in accordance with and with the number of votes set forth by the preceding paragraph) on the happening of any one of the following events, whichever occurs earliest:

- a. When 100% of the lots within the development (either in its present form or including annexed property) shall have been sold by the Developer,
- b. On January 1, 2020,
- c. Voluntary dissolution of the Class B membership and conversion to Class A membership by the Developer.

IV. ASSESSMENTS

SECTION 1. Authority of the Association to Make Assessments.

The Association (or the Developer acting on behalf of the Association until the Association is formed) shall have the power to levy the following kinds of assessments:

- a. Regular Annual Assessments. The regular annual assessment shall be used exclusively to promote the improvements, maintenance, operation and supervision of the common area and facilities located thereon, for the purposes of recreation, health, safety and welfare of the residents and homes situated on the properties.
- b. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any repair or replacement of a capital improvement upon the common area including fixtures and personal property related thereto.

Section 2. Creation of Lien and Personal Obligation for Assessments. Each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the assessments identified in this Declaration, such assessments to be established and collected as hereinafter provided. All assessments identified in this Declaration together with interests, costs and reasonable attorney fees shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made, and such lien shall survive conveyance of said land until paid in full. Each such assessment together with interest, costs and reasonable attorney fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The lien may be enforced by suit brought by the association or the Developer.

SECTION 3. Regular Annual Assessment. The Developer shall set the first annual assessment.

- a. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the annual assessment may be set each year by the Board of Directors or the Developer or its assigns, not more than 15% above the assessment for the previous year without a vote of the membership.
- b. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above the amount set forth in subparagraph a above by a vote of two-thirds of the members of the Association in attendance at a meeting duly called for this purpose.
- c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any repair or replacement of a capital improvement upon the common area including fixtures and personal property related thereto.

SECTION 5. Limitation on Special Assessments. No special assessment shall be made without the assent of two-thirds of the vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast 60% of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

SECTION 8. Date of Commencement of Regular Annual Assessment. Due Dates. The regular annual assessments provided for herein shall be paid in advance for each calendar year commencing with January 1. The first regular annual assessment shall be payable concurrently with the purchase of a lot by the owner and shall be adjusted according to the number of months remaining in the calendar year. The Association shall fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessment period.

Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Association. The Association shall upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

SECTION 9. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment (whether it is regular, annual or special) if not paid within 30 days after the due date, shall bear interest from the due date at the rate of 18% per annum. The Association may bring an action at law or equity against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lots.

SECTION 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 11. Assessments Against Developer or Association. No charge or assessment shall be made against the Developer after formation of the Association. No charge or assessment shall be made against the Developer or the Association for any lots or common area owned by them.

V. CONVEYANCE OF COMMON AREAS TO THE ASSOCIATION

SECTION 1. Conveyance. Developer will convey all common areas described herein, to the Association free and clear of all liens and encumbrances but subject to such easements and rights of way, restrictions and other conditions of record. Such conveyance shall be deemed to have been accepted by said Association and those persons who from time to time are members thereof upon the recording of a deed or deeds conveying such common areas to the Association.

SECTION 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 Association and the rules adopted by it regulating and governing the use of such property and improvements, 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.

SECTION 3. Maintenance. Maintenance of the 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.

VI. LAND USE RESTRICTIONS

Lots in MISSION BAY TOWNHOMES shall be subject to the following restrictions:

SECTION 1. Generally. Lots in the development shall be subject to the restrictive or other provisions of this Declaration (as supplemented or amended) relating to their permissible uses.

SECTION 2. Zero-Lot Line dwelling. Only Zero-Lot Line dwellings shall be permitted. The restrictions contained in this declaration shall apply specifically to any construction on said lots. Once construction of the zero-lot line dwelling is completed by the Developer, no modifications to the exterior of the unit may be made without the express written consent in advance by the Developer or the Association, including specifically the expansion of patios, addition of decks or porches, the addition of a screened enclosure to any deck, patio or porch, or the construction of sidewalks, walkways, paths, or additional landscaping features.

SECTION 3. Setbacks. The Association reserves the right at all times to approve the actual location of any dwelling upon any lot within the development.

SECTION 4. Maintenance of Lots and Buildings. 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 their agents and employees, to do so; the cost of which shall be added to and become a part of the annual assessment to which each such lot is subject. In particular, without the express written consent of the Association, none of the following shall be allowed upon any lot within the subdivision:

- a. Trees, shrubs and bushes that overhang roadways or sidewalks;
- b. Machinery or appliances in plain view from either the roads or adjoining lots;
- c. Automobiles, boats and equipment of all sorts being repaired, salvaged or constructed in plain view from either the roads or adjoining lots.

The exterior of all buildings shall be maintained by the Association from the exterior surfaces thereof to the exterior side of the exterior framing structure, including the windows, exterior doors, decks siding, roofing, wastewater lift station and associated exterior plumbing, exterior potable water plumbing, exterior concrete, yards and associated ditches and swales, landscaping installed by the Developer prior to sale, gutters, soffit, fascia, chimneys, and exhaust vents, and the cost of such maintenance shall be assessed to the Lot owners as part of their regular assessments as herein provided. No exterior maintenance or modifications shall be made to any building within the Development after completion of the initial construction thereof, unless such exterior maintenance or modification is expressly authorized in writing in advance by the association. The Association will also maintain the common areas of the subdivision including the proportionate share of the Townhomes of the cost of maintenance of the clubhouse, pools, cart paths, green spaces, and the sanitary sewer system, storm drainage system, and potable water systems.

Neither the Association nor the Developer nor their agents, employees or contractors shall be liable for any damage that may result from any maintenance work performed.

Unit owners shall be responsible for the maintenance of their respective townhome's interior elements, including but not limited to the interior trim, interior doors, paint, plumbing (including fixtures), electrical system (including fixtures), flooring, HVAC system(s), and any exterior building or landscaping modifications made by the unit owner with the association's approval, including but not limited to screened in porches, flower beds, or similar items.

SECTION 5. Disposal of Sanitary Waste. Each lot shall connect to the central sewage system. No individual septic system or sewage treatment plant may be installed or operated on any lot or common area. Each owner shall be responsible for paying the usual and customary charges for said sewer system, which is included in the Association's assessment.

SECTION 6. Fences. All property lines shall be kept free and open and no fences, hedges or walls shall be permitted thereon without the Association's approval.

SECTION 7. Nuisances. No noxious or offensive activities or nuisances shall be permitted on any lot.

SECTION 8. Signs or Advertisements. No "for sale" or other signs shall be erected or maintained on any of the lots without the written consent of the Association.

SECTION 9. Conduct of Business. There shall be no conduct of any commercial enterprise of any kind on any lot or upon the waters of the Lake of the Ozarks adjoining said lot without the express written consent of the Association.

SECTION 10. Animals. No animals shall be kept or maintained on any lot except the usual household pets that shall be kept reasonably confined so as not to become a nuisance. "Household pets" as used herein shall mean no more than two dogs and/or two cats per household.

SECTION 11. Garbage and Refuse Disposal. No owner shall burn trash, garbage or other like household refuse without a permit from the Association nor shall any owner accumulate on his lot junked vehicles, or litter, refuse or garbage except in receptacles.

SECTION 12. Fuel Storage Tanks and Trash Receptacles. Exterior fuel storage tanks including LP gas or gasoline, on any lot shall be limited to underground tanks or to individual tanks for outdoor barbeque grills. Every receptacle for ashes, rubbish or garbage shall be so placed and kept as not to be visible from any street or common area within the Development, except at the times when refuse collections are made.

SECTION 13. Restriction on Temporary Structures and Parking. No mobile home or tent shall be placed or erected on any lot or portion of the Development nor shall any overnight camping be permitted on any lot. Recreational vehicles, including boats, boat trailers, motor homes and travel trailers may not be parked or stored on any lot and may only be stored in the common area, if any, designated by the association for such storage, and in no event shall such a vehicle be used for overnight sleeping or in any way as a permanent or temporary dwelling while stored within the Development. There shall be no "on street" parking of any vehicles, trailers or boats.

SECTION 14. Removal of Trees. No tree with a diameter of four inches or more may be removed from any lot without the prior written consent of the Association, except such trees as are located in the building site approved by the Association or the Developer, or removal of which is necessary to provide a view of the Lake of the Ozarks.

SECTION 15. Insurance. The Association shall provide insurance coverage for damage from wind, fire and water on the townhome elements which it is obligated to maintain under the terms of Section 4 above, including the wood frame structure, plumbing and wiring within the wood frame, and drywall. The Association shall also provide insurance coverage for damage to or liability arising from the sewer system, water system, and the common areas of the development. Unit Owners are responsible for providing their own insurance coverage for damage to those items which they have the obligation to maintain, for any modifications which they may make to their townhouse with the Association's approval, and for their personal furnishings, fixtures, appliances, and belongings, and any items they may have installed on the building exterior such as exterior speakers, barbeque grills, patio furniture or similar items.

SECTION 16. Subdivision of Lots. No lot or parcel shall be further subdivided by the Owners without prior written approval of the Association. Developer reserves the right to resubdivide lots or parcels prior to the time of the original sale.

SECTION 17. Drilling and Mining. No drilling, refining, quarrying or mining operation of any kind shall be permitted on any lot.

SECTION 18. Outside Lighting and Noise. There shall be no outside lighting or electrical speakers installed on any lot after completion of construction of the improvements thereon by the Developer without the express written consent of the Association. All exterior speakers shall be operated so as to not disturb the peace and enjoyment of the Development by surrounding property owners, and violation of this requirement shall be grounds for removal of such exterior speakers by the Association after written notice of violation.

SECTION 19. Livestock or Pets for Commercial Purposes. No livestock or pets shall be kept within the development for commercial purposes or for agricultural purposes.

SECTION 20. Association Access to Lots. The Association shall have the right of access to the lots at reasonable times and in such a reasonable manner as to minimize inconvenience to the lot owners for the purpose of constructing, maintaining or inspecting facilities owned by the Association or essential to the development as a whole, or for the purpose of furthering or enforcing the restrictions within this declaration.

SECTION 21. Clotheslines. Exterior clotheslines are hereby prohibited.

SECTION 22. Firewood. No firewood shall be stacked or otherwise stored at any exterior location.

SECTION 23. Waterwells. Each dwelling must be connected to the central water system serving the Development. No individual waterwells or common waterwells may be installed on any Lot or Common Area. Each Lot owner shall be responsible for payment of the usual and customary charges for water service, which is included in the Association's assessments.

SECTION 24. Short Term Rentals. Short term rentals of dwellings within the Development is expressly prohibited. For purposes of this limitation, a short term rental shall be any rental or lease of a habitable structure or portion thereof within the Development for a period of less than one (1) year.

VII. DEVELOPER AND ASSOCIATION APPROVAL OF CONSTRUCTION AND IMPROVEMENT

SECTION 1. Architectural Control. No building, fence wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of exterior design and location in relation to the surrounding structures, quality of materials and workmanship, and topography by (a) the Developer or, after the Association has been formed, (b) the Board of Directors of the Association. The Board may delegate its right of approval to an architectural committee composed of three or more representatives appointed by the Board. In the event the Developer or said Board (or its designated committee) fail to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with. The Developer reserves the right to approve plans and specifications in connection with the construction of improvements on property owned by the Developer, or at the time of sale thereof by the Developer.

SECTION 2. Grounds for Disapproval. The Developer or Association may disapprove any application if such application does not comply with this Declaration or for the following reasons:

1. Because of the reasonable dissatisfaction 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
2. If in the judgment of the Developer or Association reasonably exercised, the proposed improvement will be inharmonious with the development or with the improvements erected on other lots.
3. Failure to comply with the codes identified herein or designated by the Board of Directors as supplementary or replacing the Codes identified herein.

SECTION 3. Rules and Regulations. The Association may from time to time adopt written rules and regulations of general application governing its procedures which may include among other things provisions for the form and content of the applications, required provisions for notice of approval or disapproval, including a reasonable time period for approval by reason of failure to disapprove, etc.

SECTION 4. Variances. The Developer, or, after its formation, the Association may grant reasonable variations 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 the owners of the other lots.

SECTION 5. Liability. Notwithstanding the approval by the Developer or the Association of plans and specifications or its inspection of the work in progress, neither the Developer, the Association nor any person acting on behalf of any of them shall be responsible in any way for any defects and any plans and specifications or other materials submitted to the Developer 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.

SECTION 6. Building Codes. All improvements constructed on the property shall conform to all building, fire, and safety codes adopted in any jurisdiction in which the property is located at the time the improvements are constructed.

VIII EASEMENTS.

SECTION 1. Easements for Utilities. The Developer, the Association, and their licensees reserve an easement for the purpose of all utilities necessary for the Development over each lot or parcel, including the right to ingress or egress to the extent reasonably necessary to exercise such easement. The easement shall be a 20 foot wide strip adjoining platted roadways, and a 10 foot wide strip running along all other lot lines for the installation, maintenance and operation of utilities including radio and TV transmission cables and 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 water lines, and all necessary appurtenances across all lots at locations deemed necessary by the Developer for the construction, operation and maintenance of a water system. Said easements shall consist of a temporary easement 20 feet wide lying 10 feet either side of the centerline of the water line located as deemed necessary by the Developer. Upon completion of construction, the temporary construction easement is automatically vacated, and a permanent easement 10 feet wide lying five feet either side of the centerline of the water lines as constructed shall be retained.

An easement is retained for the purpose of locating, constructing, operating, and maintaining sewer lines and all appurtenances across all lots at locations deemed necessary by the Developer for the construction, operation and maintenance of a sewer system. Said easements shall consist of a temporary easement 20 feet wide lying 10 feet either side of the centerline of the sewer line located as deemed necessary by the Developer. Upon completion of construction, the temporary construction easement is automatically vacated, and a permanent easement 10 feet wide lying five feet either side of the centerline of the sewer lines as constructed shall be retained.

Said easements shall consist of the right of egress and ingress to the easement across the lots of this development, together with the right to trim, cut or remove any trees or vegetation necessary to accomplish the above stated purpose. Subsequent owners of the herein described property shall have no cause of action against Developer or its licensees, successors, heirs, or assigns, or the Association either at law or in equity by reason of any damage caused to said property in location, construction, operation or maintenance of the water or sewer lines, except in the case of gross negligence. Developer or the Association may convey these utility easements to any public or private utility company providing utility service to any portion of the Development.

SECTION 2. Slope and Drainage. A 10 foot wide easement is reserved running along the inside of all lot lines coincident with the street right of way lines for purpose of cutting, filling, drainage and maintenance of slopes and drainage courses.

SECTION 3. Other Easements. Other easements shown on the plat or which are otherwise of record are reserved.

SECTION 4. Use of and Maintenance by Owners. The areas of any lots affected by the easements reserved herein shall be maintained continuously by Association. No structures, plantings or other materials 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 Association except those for which a public authority or utility company is responsible.

SECTION 5. Liability for Use of Easement. No owner shall have any claim or cause of action against the Developer or the Association 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.

IX. REMEDIES

SECTION 1. Enforcement. Developer 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 attorney fees.

SECTION 2. Suspension of Privileges. Developer, until such right is transferred to the Board of Directors of the Association and thereafter, such Board, may suspend all voting rights and rights to use the Association's common area 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.

SECTION 3. 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 in this 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.

X. GRANTEE'S ACCEPTANCE

SECTION 1. Each grantee or purchaser of any lot or parcel shall by acceptance of a deed conveying title thereto or the executing of a contract for the purchase thereof, whether from Developer or a subsequent owner of such lot or parcel, accept such deed of contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges and immunities of Developer 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 Developer and the grantee or purchasers of each other lot to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration. Such acceptance shall further constitute an acceptance of the property therein conveyed "as is" and an acknowledgment that the Developer has fully performed all of its obligations with respect to said property or the Owner thereof. No Owners shall have any cause of action against Developer subsequent to the acceptance of such Owner's deed for any act, omission, or representation occurring prior to the delivery of said deed, unless said representation is in writing and expressly states that it is to survive the acceptance and recording of such owner's deed.

SECTION 2. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions that shall remain in full force and effect.

SECTION 3. Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land and be binding upon all parties claiming an interest in the land until January 1,

2025, after which the same shall automatically renew for successive periods of ten (10) years each unless terminated by a majority vote of the Association.

SECTION 4. Equitable Servitudes. Developer specifically denies that the imposition of these restrictive covenants, or any amendments or supplements thereto, upon the real property known as MISSION BAY TOWNHOMES creates any equitable servitudes upon any other real property owned by Developer or any of its partners and each lot owner, successor in interest and transferee of any lot or tract shall be deemed to deny the existence of any equitable servitudes by acceptance of any conveyance of any real property interest in MISSION BAY TOWNHOMES.

SECTION 5. Reservations by Developer. In addition to the reservations and exceptions as hereinbefore set out, Developer specifically retains:

- a. The right, power, authority and ability to allow Developer, its heirs, assigns, transferees, grantees, and successors in interest to use and enjoy any and all amenities of MISSION BAY TOWNHOMES including, but not limited to, the roadways, and common areas, upon the payment of its pro rata share of the operation and maintenance of any said amenities as if, and on the same basis as a lot owner of MISSION BAY TOWNHOMES.
- b. The right, power, authority and ability to resubdivide any lot, block or parcel of land within the subdivision at any time within five (5) years from the date of the execution of this Declaration.
- c. The right, power, and authority to annex additional properties to the Development and to subdivide the same into additional lots, the owners of which shall become members of the Association. All such annexed properties shall be subject to all of the terms of this Declaration, with the exception that Developer may alter the minimum square footage of houses in any non-lakefront addition as the Developer deems appropriate. Such annexation shall be accomplished by the recording of a Supplemental Declaration and Plat describing the property to be annexed and the minimum square footage for houses thereon.

Each lot owner, successor in interest and transferee of any lot or tract shall affirm such reservation by acceptance of any conveyance or transfer of any real property interest within MISSION BAY TOWNHOMES.

SECTION 6. Amendment. This Declaration may be amended by the Developer until 100% of the lots in MISSION BAY TOWNHOMES or additions thereto have been conveyed to individual lot owners and thereafter such right of amendment is vested in the Association and if by the association such amendment shall have attached to it resolution of the Board of Directors of such Association attesting to the action of such Association and the said restrictions shall be prepared in form suitable for filing and filed in the Office of the Recorder of Deeds of Camden County, Missouri.

IN WITNESS WHEREOF, the undersigned Developer of MISSION BAY TOWNHOMES has hereunto set its hand and seal this _____ day of _____, 2010.

E-C Development, LLC

Erik Sloneker, Manager

STATE OF MISSOURI)

COUNTY OF CAMDEN) ss
)

On this ____ day of _____, 2010, before me appeared Erik Sloneker, to me personally known, who, being by me duly sworn, did say that he is the manager of E-C Development, LLC, a Missouri Limited Liability Company, and that said instrument was signed and sealed in behalf of said company by authority of its members and managers, and said Erik Sloneker acknowledged said instrument to be the free act and deed of said company.

Notary Public

My commission expires: