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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FORBES LAKE OF THE OZARKS PARK

Benton County and Camden County, Missouri

THIS DECLARATION, made and executed this 26th day of July, 1983, by Sangre de Cristo Ranches Inc., a corporation incorporated under the laws of the State of Colorado and qualified to do business in the State of Missouri, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property described in Exhibits A and B, attached hereto and made a part hereof, hereinafter referred to as "Forbes Lake of the Ozarks Park," and

WHEREAS, Declarant desires to create thereon a subdivision for the enjoyment and convenience of the persons who wish to live in Forbes Lake of the Ozarks Park with (a) access to it reserved for and restricted to those parties designated in Article IV hereof, and (b) Common Areas for the use, enjoyment and recreation of those parties designated in Article IV hereof, and

WHEREAS, Declarant desires to insure the attractiveness of Forbes Lake of the Ozarks Park to prevent nuisances, to preserve, protect and enhance the values and amenities of Forbes Lake of the Ozarks Park and to provide for the maintenance of the roads, amenities and the Common Areas therein, and

WHEREAS, To accomplish these purposes, Declarant (a) desires to subject the real property described in Exhibits A and B, together with such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said real property and each Owner thereof, (b) has caused to be incorporated Forbes Lake of the Ozarks Park Land Owners Association (hereinafter referred to as "Association") as a not for profit corporation under the laws of the State of Missouri for the purpose of exercising the powers and functions granted to it by this Declaration and by its Articles of Incorporation and Bylaws, and (c) desires that an Environmental Control Committee be created.

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit A and such additions thereto as may hereafter be made, shall be held, transferred, sold, conveyed, improved and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, which shall run with the real property of Forbes Lake of the Ozarks Park and all additions thereto and be binding on all parties having any right, title or interest in Forbes Lake of the Ozarks Park or any additions thereto or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and Declarant hereby further declares that the real property described in Exhibit B, and such additions thereto as may hereafter be made, shall be owned by the Association but dedicated and set aside for the common use, enjoyment and recreation of Members in good standing.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Forbes Lake of the Ozarks Park Land Owners Association, its successors and assigns.

Section 2. "Association Property" shall mean and refer to all real property described in Exhibit B, and all real and personal property and Improvements hereafter conveyed or leased to the Association.

Section 3. "Board" shall mean and refer to the Board of Directors of the Association.

Section 4. "Committee" shall mean and refer to the Environmental Control Committee.

Section 5. "Common Areas" shall collectively mean and refer to (a) all Association Property, and (b) such other real property and improvements as may hereafter be conveyed or leased to the Association for the common use and enjoyment of the Owners and Declarant.

Section 6. "Contractor" shall mean and refer to each person who has been selected by an Owner to provide goods, materials or services of any kind for such Owner and who has been authorized by the Committee to enter Forbes Lake of the Ozarks Park for any such purpose.

Section 7. "Declarant" shall mean and refer to Sangre de Cristo Ranches Inc., its successors and assigns.

Declarant shall be a Member of the Association, but not an Owner

Section 8. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time, applicable to Forbes Lake of the Ozarks Park and recorded in the real property records of Benton and Camden Counties, Missouri.

Section 9. "Dependent" shall mean and refer to a family member of any Owner or a tenant of an Owner who resides in such Owner's or tenant's primary residence and who is primarily dependent on such Owner or tenants for financial support.

Section 10. "Fiscal Year" shall mean and refer to the period from October 1 to September 30, inclusive.

Section 11. "Forbes Lake of the Ozarks Park" shall mean and refer to that certain real property described in Exhibits A and B and such additional lands as may hereafter be added thereto by Declarant in accordance with the provisions hereof and subjected to this Declaration by Declarant.

Section 12. "Guest" shall mean and refer to any person who is a visitor or invitee and who is accompanied by an Owner, Dependent Declarant or a tenant.

Section 13. "Improvement" shall mean and refer to every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, patios, tennis courts, swimming pools, boat houses, docks, antennas, exterior lights, roads, driveways, parking areas, fences, screening walls, retaining walls, landscaping, plantings, signs, poles, tanks, reservoirs, pipes, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

Section 14. "Lot" shall mean and refer to any plot of land shown as a numbered lot upon any recorded subdivision plat of Forbes Lake of the Ozarks Park.

Section 15. "Member" shall mean and refer to every Owner and Declarant.

Section 16. "Owner" shall mean and refer to (a) the person or persons, other than Declarant, holding a fee simple title interest in a Lot or, as the case may be, (b) the purchaser or purchasers of a fee simple interest in a Lot under an installment sales contract.

Section 17. "Person" shall mean and refer to a natural individual or any other entity having the legal right to hold title to real property.

Section 18. "Plans and Specifications" shall mean any and all documents designed to guide or control the improvement or other proposal in question, including, but not limited to, those indicating size, shape, configuration or materials, all site plans, excavation and grading plans, drainage plans, elevation drawings, samples of exterior colors, building products and materials, plans for utility services and all other documentation or information relevant to the Improvement or proposal in question.

Section 19. "Repairman" shall mean and refer to each person who has been selected by an Owner to provide goods, materials or services of any kind for such Owner and who has not been authorized by the Committee to enter Forbes Lake of the Ozarks Park for any other purpose.

Section 20. "Unaccompanied Guest" shall mean and refer to any visitor or invitee in Forbes Lake of the Ozarks Park who is not accompanied by an Owner, Dependent, Declarant, or a tenant.

Section 21. "Unit" shall mean and refer to a subdivided area of Forbes Lake of the Ozarks Park that is designated as a Unit on a subdivision plat map.

Section 22. "Voting Member" shall mean and refer to any Member of the Association with respect to whose Lot all assessments due the Association have been paid.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. **Existing Property.** The real property which initially is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is the real property described in Exhibits A and B, attached hereto.

Section 2. **Other Additions.** Real property not described in Exhibits A and B may be added to Forbes Lake of the Ozarks Park by the affirmative vote of not less than two-thirds (2/3) of the Voting Members of the Association.

Section 3. **Additions: Effect.** The additions herein described may be made by the execution and recording of a supplemental declaration describing the real property constituting the addition and containing an appropriate reference to this Declaration, whereupon, the provisions of this Declaration shall become applicable to such real property in all respects as if this Declaration had included such real property from the beginning, provided, however, that nothing herein contained shall subject such additional real property to assessments for the years prior to the year of addition.

ARTICLE III
FORBES LAKE OF THE OZARKS PARK LAND OWNERS ASSOCIATION

Section 1. Organization. The Forbes Lake of the Ozarks Park Land Owners Association is a Missouri not for profit corporation created for the purposes, charged with the duties, and invested with the powers prescribed by law or set forth in its Articles of Incorporation, Bylaws and in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted except in accordance with this Declaration.

Section 2. Duties of the Association. The Association shall have and perform each of the following duties for the benefit of its Members:

- (a) To accept, own, operate and maintain all Association Property which may be conveyed or leased to it by Declarant together with all Improvements of whatever kind and for whatever purpose which may be located thereon.
- (b) To pay over or convey, upon dissolution of the Association, the assets of the Association to one or more exempt organizations of the kind described in Section 501(c) of the Internal Revenue Code of 1954, as amended from time to time.
- (c) To maintain in good repair and condition the Common Areas and all Improvements and facilities now or hereafter located thereon and all interior and access roads, culverts and bridges on such roads, unless such access roads, culverts and bridges are maintained by a governmental authority.
- (d) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to Association Property. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
- (e) To obtain and maintain in effect policies of insurance adequate, in the opinion of the Board, in kind and amount. Without limiting the generality of the preceding sentence, such policies of insurance shall include fire and extended coverage insurance on all Improvements, bodily injury and property damage liability insurance, worker's compensation insurance and such other insurance, including indemnity and other bonds, as the Board shall deem necessary.
- (f) To make, establish, promulgate, and in its discretion to amend or repeal and reenact, such rules and regulations, not in contradiction of this Declaration, as it deems proper covering any and all aspects of its functions, including the use and occupancy of the Common Areas. Each Member shall be entitled to examine such rules and regulations at any time during normal working hours at the principal office of the Association.
- (g) To appoint and remove members of the Environmental Control Committee as provided in Article VII hereof, and to insure that at all reasonable times there is available a duly constituted and appointed Environmental Control Committee.
- (h) To enforce, on its own behalf and on behalf of all Owners, all of the covenants, conditions and restrictions set forth in this Declaration and to perform all other acts, whether or not anywhere expressly authorized, as may be reasonably necessary to enforce any of the provisions of the Environmental Control Committee, the Articles of Incorporation and the Bylaws of the Association.
- (i) To provide an annual audit of the accounts of the Association and to make a copy of such audit available to each Member during normal business hours at the principal office of the Association. Any Member may, at any time and at his own expense, cause an audit or inspection to be made of the books and records of the Association by a certified public accountant, provided that such audit or inspection is made during normal business hours and without unnecessary interference with the operations of the Association.

ARTICLE IV
PROPERTY RIGHTS

Section 1. Right and Easement of Use and Enjoyment: Powers of Association and Board. Declarant and every Owner shall have a right and easement of ingress and egress and of use and enjoyment in and to the Common Areas, including any Improvements and recreational facilities thereon. Such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following authority and powers of the Association as hereinafter specified:

- (a) The right and power of the Association to levy general and special assessments against all Lots in Forbes Lake of the Ozarks Park in accordance with the provisions of Article VI of this Declaration.

- (b) The right of the Association to suspend any Owner's right and easement of use and enjoyment of the Common Areas and any Improvement or facility thereon (1) for any period during which an assessment against a Lot remains unpaid, and (2) for a period not to exceed one hundred eighty (180) days for each infraction of the provisions of this Declaration or the rules and regulations of the Association by an Owner or an Owner's guest, agent, employee or servant.
- (c) The right of the Association to charge reasonable admission and other fees for the use of Association Property and Improvements thereon except roads.
- (d) The right of the Association to allow the general public, or certain segments thereof, to use all or portions of the properties described in Exhibit B, and, in the discretion of the Board, to charge use or other fees therefor.
- (e) The right of the Association to make, establish, promulgate, and in its discretion to amend, repeal and reenact such rules and regulations, not in contradiction of this Declaration, as it deems proper covering any and all aspects of its functions, including the use and occupancy of the Common Areas.
- (f) The right of the Association to enter, without being liable to any Owner, upon any Lot or onto any Common Area, for the purpose of enforcing by peaceful means the provisions of this Declaration and the restrictions contained herein or for the purpose of maintaining or repairing any area, Improvement or other facility if for any reason whatsoever the Owner thereof fails to maintain or repair any such area as required by this Declaration.
- (g) The right of the Association to use and reserve, or to grant and convey to any person, real property and interests therein, including fee title, leasehold estate, easements, rights of way, mortgages and deeds of trust, out of, in, on, over or under such property for the purpose of constructing, erecting, operating or maintaining thereon, therein or thereunder:
 - (1) Parks, parkways or other recreational facilities;
 - (2) Roads, streets, walkways, driveways, boat ramps, boat docks, trails and paths;
 - (3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
 - (4) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines;
 - (5) Quarries and gravel pits; and
 - (6) Any similar improvements or facilities.

No transfer or dedication of Association Property or properties comprising any part of the Common Areas shall be made for any purposes other than those purposes stated above except with the approval of not less than two-thirds (2/3) of the Voting Members. The effect of any transfer or dedication for the purposes other than those stated above shall be the termination of the application of this Declaration to the property transferred.
- (h) The right of the Association to provide watchmen, guards or police at points of entry onto Forbes Lake of the Ozarks Park and at such other places and for such other purposes as the Board shall determine.
- (i) The right of the Association to construct, own, operate, maintain and repair Improvements and all types of facilities for recreation on Association Property.
- (j) The right of the Association to indemnify any person who was or is a party, or is threatened to be made a party, to any action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association), by reason of the fact that he is or was a director, officer, employee, servant or agent of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of directors who are not parties to such action, suit or proceeding, or (2) if such a quorum is not attainable, or, even if obtainable, a quorum of disinterested directors so direct, by independent legal counsel in a written opinion; provided, however, that if a director, officer, employee, servant or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or in defense of any claim, issue or matter therein, then, to the extent that the Association has elected to provide indemnification, he shall automatically be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith without the necessity of any such determination that he has

met the applicable standard of conduct set forth above.

Section 2. Unaccompanied Guests. An Owner, Dependent or parties authorized by the Association shall have the authority to issue permits to Unaccompanied Guests authorizing their entry to Forbes Lake of the Ozarks Park for the purpose of visiting a specific Lot or Lots in Forbes Lake of the Ozarks Park. Such permits shall be dated and shall cover a specified period. Unaccompanied Guests shall use only those roads in Forbes Lake of the Ozarks Park which provide the most direct route from a specified entrance to a specified Lot or dwelling.

Section 3. Tenancies. An Owner may lease or rent his Lot to one Person provided such Lot contains a dwelling house, and provided such tenancies are not created more frequently than once every two (2) weeks. A tenant shall have the same rights as an Owner to the use of the Common Areas. The Association shall be given written notice of all such tenancies.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner and Declarant shall be a Member of the Association. If any property interest is held jointly or in common, the owners of such interest shall, at the time of purchase, designate to the Association one address to which all notices to such joint or common owners shall be sent. Other than by operation of law, no property interest may be held jointly or in common by more than four (4) persons and such four (4) persons shall not represent more than two (2) households.

Section 2. Voting Rights. Each Member shall be entitled to one (1) vote for each Lot owned on which all assessments due the Association have been paid.

Section 3. Joint or Common Ownership. If any property interest is held jointly or in common by more than one (1) person, the vote for such Lot shall be cast as a unit and neither fractional votes nor split votes shall be allowed. Any joint or common Owner shall be entitled to cast the vote or votes belonging to the joint or common Owners unless another joint or common Owner shall have delivered to the Secretary of the Association prior to the election a written statement to the effect that the Owner wishing to cast the vote has not been authorized to do so by the other joint or common Owner or Owners. In the event that such joint or common Owners are unable to agree among themselves as to how their vote or votes shall be cast as a unit, they shall lose their right to cast their vote or votes on the matter in question.

Section 4. Proxies. A Member may cast an eligible vote in person or by proxy at any meeting of the Members.

Section 5. Cumulative Voting. The cumulative system of voting shall not be used for any purpose.

ARTICLE VI

ASSESSMENTS

Section 1. Levy of Assessments and Lien. The Association shall have the right to levy and collect general and special assessments in accordance with the provisions of this Article VI against all Lots in a unit in which one or more of the Lots in such Unit is owned by an Owner. No person shall be personally liable for any assessment; however, the annual and special assessments, together with interest, costs of collecting the same and reasonable legal fees, shall be a charge on each Lot and shall be a continuing lien on each such Lot upon which each such assessment is made. Such lien shall be prior to any declaration of homestead. However, the obligation for prior or delinquent assessments shall not pass to Declarant if Declarant regains possession of a Lot previously sold by installment sales contract. If Declarant regains possession of such Lot, all prior assessments or liens or both shall immediately cease and be extinguished.

Section 2. Purpose of Assessments. All amounts realized from assessments levied by the Association shall be used as determined by the Board for any lawful purpose consistent with this Declaration and the Articles of Incorporation and Bylaws of the Association, including, but not by way of limitation, the following:

- (a) to promote the recreation, health, safety and welfare of the Members;
- (b) for restoration, improvement and maintenance of the Association Property;
- (c) for all services, equipment and facilities relating to the use and enjoyment thereof, and
- (d) for the payment of taxes, insurance and other costs and expenses on Association Property.

Section 3. Maximum Annual Assessment. Until October 1, 1985, the maximum annual assessment shall be \$75 per Lot. Thereafter such annual assessment may be increased or decreased as follows:

- (a) From and after October 1, 1985, the maximum annual assessment may be increased or decreased once each Fiscal Year by not more than ten percent (10%) above or below the assessment for the preceding Fiscal Year by action of the Board and without a vote of the membership;

(b) From and after October 1, 1985, the maximum annual assessment may be increased or decreased annually by more than ten percent (10%) above or below the assessment for the preceding Fiscal Year by the affirmative vote of not less than two thirds (2/3) of the eligible votes of the Voting Members voting in person or by proxy at the annual meeting or at a special meeting called for that purpose; and

(c) Neither the Association nor the Board may increase or decrease the annual assessment except as provided above.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any Fiscal Year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair or replacement of any Association Property, provided however, that all special assessments shall be approved by the affirmative vote of not less than two-thirds (2/3) of the votes of the Voting Members voting in person or by proxy at the annual meeting or at a meeting called for that purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of the time and location of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 of this Article shall be sent not less than five (5) days nor more than forty (40) days in advance of the meeting to all Voting Members eligible to vote as of the date of the notice. At the first meeting called, Voting Members present in person or by proxy entitled to cast sixty percent (60%) of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at the same amount for each Lot subject to assessments, regardless of Lot size, price or value.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessment for all Lots in a Unit shall commence on the first day of October following the sale of the first Lot in such Unit, either by fee simple conveyance or installment sales contract. Declarant shall pay the assessments on all Lots which it owns. The annual assessment shall be paid in advance. The Board shall fix the amount of the annual assessment on each Lot for the next Fiscal Year at the annual meeting. The due date for the annual assessment shall be October 1 of the Fiscal Year for which the assessment is made. Written notice of the amount of the annual assessment shall be sent to every Member subject thereto. 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 8. Date of Commencement of Special Assessments. Any special assessment under Section 4 of this Article VI shall be applicable only to those Lots subject to the obligation for annual assessments on the first day of October of the Fiscal Year in which such special assessment is levied. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such special assessment.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within sixty (60) days after the due date shall be delinquent and a late charge at the rate of \$5 per month may be charged on any assessment received more than 10 days after its due date. The Association may, if any assessment remains delinquent for ninety (90) days, foreclose the lien against the property in the same manner as is provided in the laws of Missouri for the foreclosure of mortgages on real property.

Section 10. Mortgagee Protection. Notwithstanding any other provisions of this Declaration, no lien created under this Article VI or under any other article of this Declaration, nor any lien arising by reason of any breach of this Declaration, nor the enforcement of any provision of this Declaration or any supplemental declaration shall defeat or render invalid the rights of the beneficiary under any recorded mortgage or deed of trust of first and senior priority, now or hereafter upon a Lot, made in good faith and for value. However, after the foreclosure of any such mortgage or deed of trust or after any conveyance in lieu of foreclosure, such Lot shall remain subject to this Declaration and shall be liable for all regular annual assessments and all special assessments levied subsequent to completion of such foreclosure or delivery of such conveyance in lieu of foreclosure, and to all installments of all regular annual and special assessments levied prior to completion of such foreclosure or delivery of such conveyance, but falling due after completion of such delivery. Sale or transfer of any Lot will not affect or extinguish the assessment lien; however, the repossession of any Lot pursuant to delinquency or default under an installment sales contract with Declarant shall extinguish the lien of such assessments as to

payments, penalties or interest which became due prior to such repossession. No such repossession shall relieve such Lot from liability for any assessments thereafter becoming due on the next October 1 assessment date or the lien thereof.

No amendment of this Section 10 shall affect the rights of any mortgagee or beneficiary of any deed of trust or mortgage whose mortgage or deed of trust has the first and senior priority as above provided and who does not join in the execution of any such amendment, provided that his mortgage or deed of trust is recorded in the real property records of Benton County or Camden County, Missouri (whichever is applicable), prior to the recordation of such amendment; provided, however, that after foreclosure or conveyance in lieu of foreclosure, the property which was subject to such mortgage or deed of trust shall be subject to such amendment.

Section 11. Subordination. By subordination agreements executed by the Association, the benefits of preceding Section 10 may, in the sole and absolute discretion of the Board, be extended to beneficiaries not otherwise entitled thereto.

ARTICLE VII ENVIRONMENTAL CONTROL COMMITTEE

Section 1. **Creation of Environmental Control Committee.** There shall be an Environmental Control Committee consisting of three (3) persons appointed by the Board to exercise the controls and powers assigned it in this Declaration.

Section 2. **Committee Control of Plans and Specifications.** Except for any prior or future construction by Declarant, no Improvements shall be commenced, installed, built or erected upon a Lot, nor shall any exterior addition to or change or alteration thereon be made, until all Plans and Specifications shall have been submitted to and approved by the Committee. The Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Committee. The Committee shall approve Plans and Specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the surrounding area of Forbes Lake of the Ozarks Park as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The Committee may condition its approval of Plans and Specifications on such changes therein as it deems appropriate and may require submission of additional Plans and Specifications or other information prior to approving or disapproving the materials submitted. The Committee may also issue rules or guidelines regarding anything relevant to its function, including, but not limited to, minimum standards and procedures for the submission of Plans and Specifications for approval. The Committee may require such detail in Plans and Specifications submitted for its review and such other information as it deems proper. Until receipt by the Committee of all required Plans and Specifications and other information, the Committee may postpone review of anything submitted for approval. In the event the Committee fails to notify a Member of its approval or disapproval of such plans and specifications in writing by certified mail within sixty (60) days after all Plans and Specifications and any other required information have been submitted to it, either in person or by certified mail, approval of the Committee shall be deemed to have been fully obtained.

Section 3. **No Waiver of Future Approval.** The approval or consent of the Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans or Specifications or other matters whatever subsequently or additionally submitted for approval or consent by the same or a different Owner.

Section 4. **Reimbursement of Member.** The members of the Committee shall be entitled to reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 5. **Meetings of the Committee.** The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution, unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on behalf of the Committee, except the granting of variances. In the absence of such designation, the vote of a majority of all of the members of the Committee, or the written consent of a majority of all of the members of the Committee taken without a

meeting, shall constitute an act of the Committee.

Section 6. Inspection of Work. Upon the completion of any Improvement for which approved Plans or Specifications are required under this Declaration, the Owner shall give written notice of completion to the Committee. Within such reasonable time as the Committee may set in its rules, but not to exceed fifteen (15) days thereafter, the Committee or its duly authorized representative may inspect such Improvement. If the Committee finds that such work was not done in strict compliance with all approved Plans and Specifications submitted or required to be submitted for its prior approval, it shall notify the Owner in writing of such noncompliance within such period, specifying in reasonable detail the particulars of noncompliance, and shall require the Owner to remedy the same. If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Committee shall notify the Board in writing of such failure. Upon notice and hearing, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board's ruling. If the Owner does not comply with the Board's ruling within such period, the Board, at its option, may either remove the noncomplying Improvement or remedy the noncompliance, and the Owner shall reimburse the Association upon demand for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy an assessment against such Owner and the Improvement in question and the land on which the same is situated for reimbursement, and same shall constitute a lien upon such land and Improvement and be enforced as in this Declaration provided. The Committee may inspect all work in progress and give notice of noncompliance as provided above. If the Owner denies that such noncompliance exists, the procedures set out above shall be followed, except that no further work shall be done, pending resolution of the dispute, which would hamper correction of the noncompliance if the Board shall find that such noncompliance exists.

Section 7. Non-Liability of Committee Members. Neither the Committee nor any member thereof nor the Board nor any member thereof shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Committee or any member or the Board or any member, as the case may be. Except insofar as its duties may be extended with respect to a particular area by the Association, the Committee shall review and approve or disapprove all Plans and Specifications submitted to it for any proposed Improvement, including the construction, alteration or addition thereof or thereto, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the surrounding area and Forbes Lake of the Ozarks Park generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any Plans and Specifications be deemed approval thereof, from the standpoint of structural safety, engineering soundness or conformance with building or other codes.

Section 8. Variances. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, bulk, size, shape, floor area, land area, placement of structures, setbacks, colors, materials and similar restrictions when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental consideration may, in its sole and absolute discretion, warrant. Such variances must be evidenced in writing and must be signed by at least a majority of all of the members of the Committee. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision and in the particular instance covered by the variance.

Section 9. Obligations with Respect of Zoning and Subdivisions. The Committee shall require all persons to comply fully with the zoning ordinances and subdivision regulations, if any, of Benton County, or Camden County, Missouri, insofar as the same are applicable, and as they may hereafter be amended.

Section 10. Committee Control of Contractors: Committee Power to Grant Temporary Ingress and Egress. The Committee shall have the power to approve or disapprove any Contractor to be used for any of the purposes approved in Section 2 above, provided, however, that the Committee shall only disapprove a Contractor for a

reasonable cause stated in writing. The Committee shall approve or disapprove a Contractor in writing within seven (7) days of the time the Committee is informed of the contractor's identity. The Committee shall have the power to grant temporary licenses permitting ingress and egress over specified roads in Forbes Lake of the Ozarks Park to a Contractor and shall only grant such licenses to a Contractor for a specific period of time. The Committee may withdraw such licenses at any time such Contractor (a) uses nonspecified roads, (b) does not diligently pursue the work to be done, or (c) violates any of the Protective Covenants hereinafter set forth.

Section 11. Other Committee Powers. The Committee shall have the power to approve, control, permit, license and regulate such other activities and matters as the Board may from time to time determine.

ARTICLE VIII

PROTECTIVE COVENANTS

The following restrictions, conditions and covenants, collectively called "Protective Covenants," are imposed upon all the Lots and Common Areas, without limiting or altering the provisions of Article VII, except that items (h) through (k) and item (s) shall not apply to the existing structures on the lots described in Exhibit C, attached hereto and made a part hereof:

- (a) All refuse, rubbish, trash, garbage or waste shall be kept, disposed of or removed in a sanitary manner. All household refuse and rubbish, trash, garbage or waste shall be kept in closed containers inside a building or other approved enclosure until taken to a disposal place operated or licensed by the proper public authority for such disposal. Nonhousehold refuse, rubbish, trash, garbage or waste, other than dead leaves and fallen limbs, shall not be permitted to remain exposed on a Lot.
- (b) Noxious, obnoxious, noisy, unsightly or otherwise offensive objects or activities, specifically including vehicle repairs and littering, shall not be permitted nor shall anything be permitted that may be an unreasonable annoyance or nuisance to other Owners.
- (c) Any vehicle, whether self-propelled or not, permitted to remain on any Lot or Common Area shall be kept in a licensed and operable condition. Any vehicle, whether self-propelled or not, shall be parked in such a manner that it is not a nuisance, aesthetically or otherwise, to other Members. A truck larger than three-quarter (3/4) ton rating shall only be kept on a Lot inside an approved building except during any period of authorized construction. A vehicle shall not be parked on that part of any road normally used by vehicles being driven on such road. The provisions of this paragraph shall not apply to Declarant during time of construction of roads.
- (d) Any vehicle requiring its operator to have an operator's license under the laws of the State of Missouri shall be operated only by a person having a valid operator's license.
- (e) Excessively noisy vehicles of any kind, all-terrain vehicles, trail-bikes, helicopters, aircraft or motorcycles shall not be used anywhere in Forbes Lake of the Ozarks Park.
- (f) No structure of a temporary or mobile nature, motor home, mobile home, camper truck, travel trailer, camping trailer, other vehicles used or designed for camping, or tent, shall be placed on a Lot prior to construction of the residential building.
- (g) No camping is allowed on a Lot. Camping is permitted only in areas designated by the Environmental Control Committee and only under the conditions set by said Committee.
- (h) Lots shall be used for residential purposes only, and no residential building shall be permitted which shall house more than one (1) family. No building shall be erected nearer than thirty (30) feet to any boundary line of any Lot. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of the building.
- (i) No single-family residence, exclusive of open porches, garages, carports and appropriate ancillary buildings, shall be less than one thousand (1,000) square feet in main floor area. No commune, cooperative or similar type of living arrangement shall be permitted anywhere in Forbes Lake of the Ozarks Park.
- (j) Building materials shall not be placed on a Lot nor shall foundation work be started for any Improvement unless such Improvement has previously been approved by the Committee. No mobile homes or previously erected homes shall be allowed. Once approval is obtained, such Improvement must be completed within twelve (12) months after building materials are first placed on such Lot or foundation work is begun, whichever occurs first.
- (k) Any tank for the storage of gas or liquid shall be hidden from view of other Lots and the Common Areas.

- (l) All Improvements shall be maintained in such a manner that they do not become unsightly, in disrepair, unsanitary or a fire hazard.
- (m) No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept in Forbes Lake of the Ozarks Park. No animals of any kind shall be raised, bred or kept in Forbes Lake of the Ozarks Park except horses and reasonable numbers of dogs, cats or other ordinary household pets. No poultry may be kept in Forbes Lake of the Ozarks Park. No dog shall be allowed to run loose except when accompanied by a person capable of keeping such dog under surveillance and control. Horses will be allowed only with the approval of the Environmental Control Committee, but then only on Lots larger than four (4) acres that have suitable terrain, vegetation and fencing.
- (n) No guest house, garage, carport, boat house, dock or other outbuilding shall be constructed on any Lot until after commencement of construction of the dwelling house on the same Lot.
- (o) Existing tree lines on all Lots shall not be disturbed or altered, and wherever practicable, all Improvements shall be placed a reasonable distance behind such tree lines as determined by the Committee.
- (p) No tree having a diameter at breast height greater than six (6) inches shall be cut down without prior approval of the Committee.
- (q) No Lot shall be subdivided or partially leased.
- (r) Any outdoor fire shall be made in a receptacle having a properly operating spark screen. No campfires built on the ground will be allowed. All fireplaces, whether inside a building or outdoors, shall have an operationally approved spark screen covering the top of the chimney. No condition which creates a fire hazard shall be permitted on a Lot.
- (s) No commercial enterprise shall be operated.
- (t) No hunting shall be permitted.
- (u) No firearms, explosives, fireworks or arrows shall be used, shot or discharged except in such areas as may be designated by the Association for such use, shooting or discharge.
- (v) No explosives shall be used for construction purposes unless such use has been approved by the Committee.
- (w) One professional quality sign of not more than one (1) square foot in area shall be allowed to be displayed for advertising such Lot or Improvement thereon for sale, lease or rent.
- (x) All wells must be drilled in accordance with the standards required by the State of Missouri for this development.
- (y) All septic systems must be constructed according to the standards required by the State of Missouri for this development.
- (z) Only wind, electric and hand-powered craft will be allowed on lakes forty (40) acres or smaller within the development.

**ARTICLE IX
GENERAL PROVISIONS**

Section 1. Enforcement. The Association, the Board or any Member at his own expense shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Any monies received by any Member from any other Member or former Member on account of assessments levied by the Association, less all reasonable enforcement costs, shall be paid by such enforcing Member to the Association. Failure by the Association or by any Member to enforce any provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Violation a Nuisance. Every act or omission whereby any provision of this Declaration or any rules and regulations promulgated by the Association or the Committee is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated by any Member, at his own expense, or by the Board.

Section 3. Severability. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Life of Declaration. The covenants and restrictions of this Declaration, as they may be amended from time to time, shall run with and bind the property now or hereafter subjected to this Declaration for a term of ten (10) years from the date of this Declaration, after which time they shall be automatically extended for

successive periods of ten (10) years, unless extinguished by a written instrument executed by at least three fourths (3/4) of the Voting Members of the Association and recorded in the Benton County and Camden County, Missouri, real property records.

Section 5. Amendments. This Declaration may be amended, by an affirmative vote of not less than two-thirds (2/3) of the votes of the Voting Members. All amendments shall be recorded.

Section 6. Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by certified mail. If delivery is made by certified mail, it shall be deemed to have been delivered on the third day (including Sundays or holidays) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Person at the address given by such Person to the Association for the purpose of service of notices, or to the residence of such Person if no address has been given the Association. Such address may be changed from time to time by notice in writing given by such Person to the Association.

ARTICLE X

OTHER PROVISIONS WITH RESPECT TO DECLARANT

Section 1. Lot Sales and Sales Models. Notwithstanding any provisions to the contrary herein contained, Declarant shall be allowed to show and sell Lots and use Lots designated by it as sales models, conducting thereon usual sales activities for a period of ten (10) years from the date hereof. In addition, Declarant may maintain for said period such signs as may be required, in Declarant's discretion, to advertise Lots for sale.

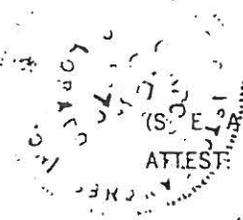
Section 2. Construction Work. Notwithstanding any provision to the contrary herein contained, Declarant shall be entitled to conduct development and construction activities even though such activities would otherwise be in violation of this Declaration.

Section 3. Recreational Facilities. At any time, and from time to time hereafter, the Declarant may, in its sole discretion, convey or lease to the Association, if acceptable to the Association, all or some of the recreational and other facilities which it may now or hereafter own. Such facilities shall be transferred to the Association "as is" and free of charge and shall be deemed to be a part of the Common Areas and shall be administered as such by the Association.

IN WITNESS WHEREOF, this Declaration has been executed the day and year first above written.

SANGRE DE CRISTO RANCHES INC.

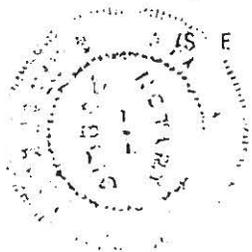
By: *Leonard H. Yablon*
President
(Leonard H. Yablon)



ATTEST: *Leonard Greenberg*
Assistant Secretary
(Leonard Greenberg)

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

The foregoing instrument was acknowledged before me this *26th* day of *July*, 198*3* by Leonard H. Yablon, as President, and Leonard Greenberg, as Assistant Secretary, of Sangre de Cristo Ranches Inc., a Colorado corporation qualified to do business in the State of Missouri. Witness my hand and official seal. My commission expires *March 30, 1984*



DIANNA BLUMA
Notary Public, State of New York
No. 41-4764203
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1984

Dianna Bluma
Notary Public
(Dianna Bluma)

EXHIBIT A

All Lots and other property included within the official plats of Units A-1, B-1 and C-1 of the Forbes Lake of the Ozarks Park subdivision, as filed in the Office of the Recorder of Deeds of Camden County, Missouri.

All Lots and other property included within the official plats of Units D-1, E-1, F-1, G-1, H-1, J-1, K-1, L-1, M-1, N-1, P-1, Q-1, R-1, S-1, T-1, U-1, V-1, W-1, X-1, Y-1, Z-1, A-2, B-2, C-2, D-2, E-2, F-2, G-2, H-2, J-2, K-2, L-2, M-2, N-2, P-2, Q-2, R-2 and S-2 of the Forbes Lake of the Ozarks Park subdivision, as filed in the Office of the Recorder of Deeds of Benton County, Missouri.

EXHIBIT B

The following Common Greenbelts, as shown on the official plat of the Unit set opposite their respective names of the Forbes Lake of the Ozarks Park subdivision, as filed in the Office of the Recorder of Deeds of Camden County, Missouri:

Unit	Common Greenbelt
B-1	I
C-1	II

The following Common Greenbelts, as shown on the official plat of the Unit set opposite their respective names of the Forbes Lake of the Ozarks Park subdivision, as filed in the Office of the Recorder of Deeds of Benton County, Missouri:

Unit	Common Greenbelt
E-1	III
E-1	iv
F-1	V
K-1	VII
K-1	VIII
R-1	IX
S-1	X
T-1	XI
U-1	XII
B-2	XIII
C-2	XIV
G-2	XV
H-2	XVI
L-2	XVII
N-2	XVIII
P-2	XIX

EXHIBIT C

The following Lots, as shown on the official plat of the Unit set opposite their respective names of the Forbes Lake of the Ozarks Park subdivision, as filed in the Office of the Recorder of Deeds of Benton County, Missouri:

Unit	Lot
K-1	1477
D-2	3142
E-2	3202
H-2	3515
S-2	4236



FILED FOR RECORD ON THE 2nd DAY OF
August 1983 AT 3
O'CLOCK 57 MIN. P. M. RECORDED
IN BOOK 383 PAGE 1785
ROSEMARY WALTHALL, CIRCUIT CLERK AND
EX OFFICIO RECORDER, BENTON COUNTY, MO
BY: Malia Ireland DEPUTY

289

FIRST AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FORBES LAKE OF THE OZARKS PARK
BENTON COUNTY AND CAMDEN COUNTY, MISSOURI

THIS DECLARATION, made and executed this 9th day of December, 1983, by Forbes Lake of the Ozarks Park Land Owner's Association ("Declarant"), a corporation incorporated under the laws of the State of Missouri, and acting pursuant to an action by unanimous consent of all members of said association, executed by Sangre de Cristo Ranches Inc. ("Sangre"), being the owner of all of the real property described in the original Declaration of Covenants, Conditions and Restrictions of Forbes Lake of the Ozarks Park, and acting pursuant to the Declaration of Covenants, Conditions and Restrictions of Forbes Lake of the Ozarks Park, specifically Article IX, Section 5, dealing with Amendments of the Declaration recorded at Book 383 and Page 1785 in the Recorder's Office of Benton County, Missouri and Book 248 and Page 352 of the Recorder's Office of Camden County, Missouri.

WITNESSETH:

WHEREAS, Declarant is acting pursuant to the terms of the original Declaration and by action of the owner of certain real property described in Exhibits "A" and "B" of said recorded Declaration, and whereas Sangre being the owner of all platted lots of Forbes Lake of the Ozarks Park and therefore being all of the voting members of Forbes Lake of the Ozarks Park Land Owner's Association and acting pursuant to an action by unanimous consent of the Members of Forbes Lake of the Ozark Park Land Owner's Association, dated December 5, 1983, specifically authorizing this First Amended Declaration, does state as follows:

1. That Exhibit "B" to said Declaration at page 12 of said Declaration, incorrectly describes Common Greenbelt XII as being in Unit U-1 and the correct location of said Common Greenbelt XII being Unit T-1, said Exhibit "B" to said Declaration is amended to delete the reference to Unit U-1 and in lieu thereof, to insert "T-1". Attached hereto and incorporated herein is a new page 12 which correctly states the location of Common Greenbelt XII.

In all other respects, except as amended herein, the original Declaration of Covenants, Conditions and Restrictions of Forbes Lake of the Ozarks Park, are ratified and affirmed.

IN WITNESS WHEREOF, this First Amended Declaration has been executed the day and year first written above, by Declarant and Sangre.

385

634



FORBES LAKE OF THE OZARKS
PARK LAND OWNER'S ASSOCIATION

By: Leonard H. Yablon
Leonard H. Yablon - President

ATTEST:

Leonard Greenberg
Leonard Greenberg - Secretary

STATE OF NEW YORK)
: ss.
COUNTY OF NEW YORK)

On the 9th day of December, 1983, before me, a Notary Public in and for said state, personally appeared Leonard H. Yablon, President of Forbes Lake Of The Ozarks Park Land Owners Association, known to me to be the person who executed the within First Amended Declaration in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at my office in New York, New York, the day and year first above written.

Leonard Greenberg
Leonard Greenberg
Notary Public

My Commission Expires: March 30, 1984



LEONARD GREENBERG
Notary Public
State of New York
Commission Expires March 30, 1984

SANGRE DE CRISTO RANCHES INC.

By: Leonard H. Yablon
Leonard H. Yablon - President

ATTEST:

Leonard Greenberg
Leonard Greenberg
Assistant Secretary

STATE OF NEW YORK)
COUNTY OF New York; ss.

On the 9th day of March, 1983, before me, a Notary Public in and for said state, personally appeared Leonard H. Yablon, President of Sangre de Cristo Ranches Inc., known to me to be the person who executed the within First Amended Declaration in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at my office in New York, New York, the day and year first above written.

Leonard Greenberg
Notary Public



My Commission Expires:
March 30, 1985

LEONARD GREENBERG
Notary in the State of New York
No. 44-11923
Qualified in New York County
Certificate issued in New York County
Commission Expires March 30, 1985



FILED FOR RECORD ON THE 20th DAY OF
December 1983 AT 9
O'CLOCK 00 MIN. A. M. RECORDED
IN BOOK 385 PAGE 634
ROSEMARY WALTHALL, CIRCUIT CLERK AND
EX OFFICIO RECORDER, BENTON COUNTY, MO
BY: Mabra Ireland DEPUTY

593

SECOND AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FORBES LAKE OF THE OZARKS PARK
Benton County and Camden County, Missouri

This Second Amendment to Declaration of Covenants, Conditions and Restrictions made and entered into this 14th day of April, 1988, by Forbes Lake of the Ozarks Park Land Owners Association, a corporation incorporated under the laws of the State of Missouri, and acting pursuant to a Special Meeting of Members of the Association, called by Notice and held March 3, 1988, and to the Declaration of Covenants, Conditions, and Restrictions of Forbes Lake of the Ozarks Park, specifically Article IX, Section 5, dealing with amendments of the Declaration, said Declaration recorded at Book 383, at Page 1785, in the Recorder's Office of Benton County, Missouri, and Book 248, at Page 352 of the Recorder's Office of Camden County, Missouri, as first amended December 9, 1983, and recorded at Book 385 at Page 634 in the Recorder's Office of Benton County, Missouri, and at Book 253, at Page 336 of the Recorder's Office of Camden County, Missouri, and applicable to all of the real property described in Exhibits A and B attached hereto and made a part hereof, hereinafter referred to as "Forbes Lake of the Ozarks Park".

403

1096

W I T N E S S E T H;

WHEREAS, Forbes Lake of the Ozarks Park Land Owners Association is acting pursuant to the terms of the Declaration and by Action of the members pursuant to the Declaration and Bylaws of the Association, and does hereby amend the terms of the Declaration as first amended, to permit camping on certain lots. A new section 12, to Article VII, Environmental Control Committee, shall be added, said new section to read as follows:

Section 12. Committee Control of Camping.

The Committee shall have the power to grant camping on lots in Units W-1, X-1, Y-1, Z-1, B-2 (except Lots 2928 and 2929), C-2, D-2, E-2, F-2, G-2, H-2, J-2, K-2, L-2, R-2, and S-2 to an Owner or Dependant and accompanied guests for non-consecutive periods of time of up to three (3) weeks in length, provided the Owner or Dependant applies to the Committee either in writing or in person and satisfies the Committee that the Lot to be used will not be left littered with trash or waste and that such camping will not create a fire hazard to such Lot or to Forbes Lake of the Ozarks Park as a whole.

Article VIII, Subparagraph (f) thereof, shall be deleted in its entirety, and a new subparagraph (f) inserted, to read as follows:

(f) A structure of a temporary or mobile nature, camper truck, travel trailer, camping trailer, other vehicle used or designed for camping, or tent, shall not be placed on a Lot except that the Committee may grant a permit (1) for any of the above to be placed on a Lot and used for longer periods of time during construction of a dwelling, diligently pursued, or, (2) for vacation camping, all under the conditions and procedures provided in Article VII hereof

In all other respects, except as amended herein, the original Declaration of Covenants, Conditions and Restrictions of Forbes Lake of the Ozarks Park, as First Amended, are ratified and affirmed.

IN WITNESS WHEREOF, this Second Amended Declaration has been executed the day and year first written above, by Forbes Lake of the Ozarks Park Land Owners Association.

Leonard H. Yablon
Leonard H. Yablon - President



ATTEST:

Jean Ryland
Jean Ryland - Secretary

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 14th day of April, 1988, before me, a Notary Public in and for said state, personally appeared Leonard H. Yablon, President of Forbes Lake of the Ozarks Park Land Owners Association, known to me to be the person who executed the within Second Amendment to Declaration of Covenants, Conditions and Restrictions in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at my office in New York, New York, the day and year first above written.

Mary Claire Donovan
Notary Public
Mary Claire Donovan

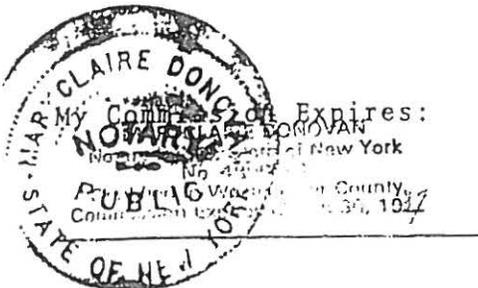


EXHIBIT A

All Lots and other property included within the official plats of Units A-1, B-1 and C-1 of the Forbes Lake of the Ozarks Park subdivision, as filed in the Office of the Recorder of Deeds of Camden County, Missouri.

All Lots and other property included within the official plats of Units D-1, E-1, F-1, G-1, H-1, J-1, K-1, L-1, M-1, N-1, P-1, Q-1, R-1, S-1, T-1, U-1, V-1, W-1, X-1, Y-1, Z-1, A-2, B-2, C-2, D-2, E-2, F-2, G-2, H-2, J-2, K-2, L-2, M-2, N-2, P-2, Q-2, R-2 and S-2 of the Forbes Lake of the Ozarks Park subdivision, as filed in the Office of the Recorder of Deeds of Benton County, Missouri.

EXHIBIT B

The following Common Greenbelts, as shown on the official plat of the Unit set opposite their respective names of the Forbes Lake of the Ozarks Park subdivision, as filed in the Office of the Recorder of Deeds of Camden County, Missouri:

Unit	Common Greenbelt
B-1	I
C-1	II

The following Common Greenbelts, as shown on the official plat of the Unit set opposite their respective names of the Forbes Lake of the Ozarks Park subdivision, as filed in the Office of the Recorder of Deeds of Benton County, Missouri:

Unit	Common Greenbelt
E-1	III
E-1	IV
F-1	V
K-1	VII
K-1	VIII
R-1	IX
S-1	X
T-1	XI
-1	XII
B-2	XIII
C-2	XIV
G-2	XV
H-2	XVI
I-2	XVII
N-2	XVIII
P-2	XIX



FILED FOR RECORD ON THE 6th DAY OF

May 1988 AT 10

0 CLOCKS 38 MIN A. M. RECORDED

IN BOOK 403 PAGE 1096

ROSEMARY WALTHALL, CIRCUIT CLERK AND
EX OFFICIO RECORDER, BENTON COUNTY, MO

BY: Rosemary Walthall

403

1099

**ASSIGNMENT OF DEVELOPER'S RIGHTS UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FORBES LAKE OF THE OZARKS PARK
Benton County and Camden County, Missouri**

WHEREAS, SANGRE DE CRISTO RANCHES INC., a Colorado corporation, qualified to do business in Missouri, as Declarant, by agreement dated July 26, 1983 ("Declaration"), entered into an agreement captioned "Declaration of Covenants, Conditions and Restrictions, Forbes Lake of the Ozarks Park, Benton County and Camden County, Missouri", recorded in the Office of the Recorder of Deeds of Benton County, Missouri, at Book 383 and page 1785, and recorded in the Office of the Recorder of Deeds of Camden County, Missouri, at Book 248 and Page 352, as amended December 9, 1983, said First Amendment recorded in the Office of the Recorder of Deeds of Benton County, Missouri, at Book 385 and page 634, and recorded in the Office of the Recorder of Deeds of Camden County, Missouri, at Book 253 and Page 336, and April 14, 1988, said Second Amendment recorded in the Office of the Recorder of Deeds of Benton County, Missouri, at Book 403 and page 1096 and recorded in the Office of the Recorder of Deeds of Camden County, Missouri, at Book 311 and Page 588, and the rights and obligations of Sangre de Cristo Ranches Inc. having been transferred to FORBES FAMILY HOLDINGS INC. (fka Forbes Inc., aka Sangre de Cristo Ranches, a division of Forbes Inc., "Forbes"), of the County of New York, and the State of New York, a New York Corporation qualified to do business in the state of Missouri, pursuant to a merger of Sangre de Cristo Ranches Inc. into Forbes as the surviving corporation in said merger. Capitalized terms not otherwise defined have the meanings ascribed in the Declaration unless otherwise expressly stated or defined herein or otherwise clearly required by the context.

AND, WHEREAS, the Declaration provides that "'Declarant' shall mean and refer to Sangre de Cristo Ranches Inc., its successors and assigns", and Forbes desires to transfer and assign its rights and obligations as Declarant to Sangre de Cristo Ranches Inc. ("Ranches"), a New York corporation, which corporation desires to accept said transfer and assignment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. FORBES hereby transfers and assigns to RANCHES all its rights and obligations as Declarant pursuant to the Declaration to RANCHES, and RANCHES accepts such transfer and assignment and agrees to be bound thereby, to fulfil the obligations of Declarant thereunder, and to indemnify and hold FORBES harmless therefrom.

2. This is a Missouri contract and shall be governed by laws of that state. This Contract may be modified only by written instrument signed by all the parties hereto. Any notices required herein shall be effective upon deposit in the United States mail, postage prepaid by Certified Mail or Registered Mail, return receipt requested to the last known address of the respective party to receive notice. Anything to the contrary herein notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies under or by reason of this Agreement upon any person or legal entity other than FORBES or RANCHES. This

BOOK 474 PAGE 160

Contract shall be binding upon and shall operate for the benefit of the parties hereto, and shall be binding upon the parties respective executors, administrators, successors, heirs and assigns.

IN WITNESS HEREOF, the parties have hereunto set their hands and seals effective the 1st day of January, A.D. 2000.



(SEAL)

ATTEST:

Sean P. Hegarty
Sean P. Hegarty, Secretary

Forbes Family Holdings INC.

By: *Terrence O'Connor*
Terrence O'Connor, Vice President



(SEAL)

ATTEST:

Joel Redler
Joel Redler, Assistant Secretary

SANGRE DE CRISTO RANCIIES INC.

By: *Sean P. Hegarty*
Sean P. Hegarty, Vice President

FCC\048702\5.DC2

STATE OF New York,
COUNTY OF New York) ss

On this 1st day of Jan 2000, before me personally appeared Terrence O'Connor, to me personally known, who being duly sworn, did say that he is Vice President of Forbes Family Holdings Inc., that the seal affixed to this instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Terrence O'Connor acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in New York the day and year first above written.

Carol S. Katz
Notary Public
County of Commission:
My Commission Expires:

CAROL S. KATZ
Notary Public, State of New York
No. 4979321
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires March 25, 2001

STATE OF New York,
COUNTY OF New York) ss

On this 1st day of Jan 2000 before me personally appeared Sean P. Hegarty, to me personally known, who being duly sworn, did say that he is Vice President of Sangre de Cristo Ranches Inc., that the seal affixed to this instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Sean P. Hegarty acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in New York the day and year first above written.

Carol S. Katz
Notary Public
County of Commission:
My Commission Expires:

CAROL S. KATZ
Notary Public, State of New York
No. 4979321
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires March 25, 2001

FILED FOR RECORD ON THE 5th DAY OF
January 2000 AT 10
O'CLOCK 12 MIN A M RECORDED
IN BOOK 474 PAGE 160
CHERYL SCHULTZ, CIR. IT CLERK AND
EX OFFICIO RECORDER, BENTON COUNTY, MO

BY Beverly Burnett DEPUTY

BOOK 474 PAGE 162

425

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Sangre de Cristo Ranches Inc., a Colorado corporation authorized to do business in the State of Missouri, for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Southwest Electric Cooperative, Inc., a Missouri cooperative corporation with its principal office located at Bolivar, Missouri, hereinafter called the "Cooperative," and to its successors or assigns, the right, privilege and easement of right of way to lay, construct, operate and maintain underground or overhead conduit and cable lines for transmitting and distributing electric power, including all wires, cable handholes, manholes, transformers, transformer enclosures, concrete pads, connection boxes, poles, anchors, ground connections, attachments, equipment, accessories and appurtenances desirable in connection therewith (hereinafter referred to as "facilities"), under, upon and across the lands of the undersigned, situated in the County of Benton, State of Missouri, and more particularly described as follows:

Thirty (30) foot utility easement adjacent to all roads and a fifteen (15) foot wide utility easement adjacent to all side and rear lot lines per the recorded plats of the Units of Forbes Lake of the Ozarks Park, as reflected on Exhibit "A" attached hereto and incorporated herein by reference; further provided that:

1. All poles shall be erected and maintained within said utility right-of-way easements except as provided below and where

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practical all poles shall be on roads, property lines or wherein mutually agreed upon by both parties;

2. Grantee has the right for power lines to overhang outside of dedicated utility right-of-way easements;

3. Guy wires and anchors for poles may be erected and maintained outside of dedicated utility right-of-way easements.

4. Grantee shall have the right to trim and cut trees, shrubs and bushes outside of dedicated utility right-of-way easements as necessary for line and pole maintenance; and

5. Should Grantee request permission of the Environmental Control Committee of Forbes Lake of the Ozarks Park subdivision as established by the Restrictive Covenants and By-Laws of the Owners Association recorded at Book 248 and Page 352, to erect poles outside of the dedicated utility right-of-way easements, then said Environmental Control Committee may in its sole discretion determine that poles may be so erected as necessary, and the terms and conditions thereof.

The facilities erected hereunder shall remain the property of the Cooperative. The Cooperative shall have the right to inspect, rebuild, replace, retrench, remove, repair, improve and make such changes, alterations, substitutions and additions in and to its facilities as the Cooperative may from time to time deem advisable, including the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, poles, anchors, transformers and transformer enclosures.

The Cooperative shall have the right to license, permit or

otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation for electrification or telephone purposes. The Owner assumes all risks occasioned by concreting or otherwise improving the surface area covered by this Easement. All trees and limbs cut by Cooperative at any time shall remain the property of Owner.

The Owner, his successors and assigns, may use only the surface of the land within the easement for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with or endanger the construction, operation or maintenance of Cooperative's facilities. However, the Owner expressly agrees not to dig or trench beneath the surface of the land within the area of this Easement, or to permit or allow others to do so unless first securing the written permission of the Cooperative.

For the purpose of construction, inspecting, maintaining or operating its facilities, Cooperative shall have the right of ingress to and egress from the easement over the lands of Owner adjacent to the easement and lying between public or private roads and the easement, such right to be exercised in such manner as shall occasion the least practicable damage and inconvenience to Owner.

The Undersigned covenant that they are the owners of the above-described lands and have the right to convey said easement, right and privileges.

EXHIBIT "A"

Units of Forbes Lake of the Ozarks Park subject to utility right-of-way easement.

Unit D-1 of Forbes Lake of the Ozarks Park as recorded at Book 17 and Page 1 of the Benton County Recorder's Office.

Unit E-1 of Forbes Lake of the Ozarks Park as recorded at Book 17 and Page 2 of the Benton County Recorder's Office.

Unit F-1 of Forbes Lake of the Ozarks Park as recorded at Book 17 and Page 3 of the Benton County Recorder's Office.

Unit G-1 of Forbes Lake of the Ozarks Park as recorded at Book 17 and Page 4 of the Benton County Recorder's Office.

Unit H-1 of Forbes Lake of the Ozarks Park as recorded at Book 17 and Page 5 of the Benton County Recorder's Office.

Unit J-1 of Forbes Lake of the Ozarks Park as recorded at Book 17 and Page 6 of the Benton County Recorder's Office.

Unit K-1 of Forbes Lake of the Ozarks Park as recorded at Book 17 and Page 7 of the Benton County Recorder's Office.

Unit L-1 of Forbes Lake of the Ozarks Park as recorded at Book 17 and Page 8 of the Benton County Recorder's Office.

Unit M-1 of Forbes Lake of the Ozarks Park as recorded at Book 17 and Page 9 of the Benton County Recorder's Office.

Unit N-1 of Forbes Lake of the Ozarks Park as recorded at Book 17 and Page 10 of the Benton County Recorder's Office.

Unit P-1 of Forbes Lake of the Ozarks Park as recorded at Book 17 and Page 11 of the Benton County Recorder's Office.

Unit Q-1 of Forbes Lake of the Ozarks Park as recorded at Book 17 and Page 12 of the Benton County Recorder's Office.

Unit R-1 of Forbes Lake of the Ozarks Park as recorded at Book 17 and Page 13 of the Benton County Recorder's Office.

Unit S-1 of Forbes Lake of the Ozarks Park as recorded at Book 17 and Page 14 of the Benton County Recorder's Office.

Unit T-1 of Forbes Lake of the Ozarks Park as recorded at Book 17 and Page 15 of the Benton County Recorder's Office.

Unit U-1 of Forbes Lake of the Ozarks Park as recorded at Book 17 and Page 16 of the Benton County Recorder's Office.

Unit V-1 of Forbes Lake of the Ozarks Park as recorded at Book
17 and Page 17 of the Benton County Recorder's Office.

Unit W-1 of Forbes Lake of the Ozarks Park as recorded at Book
17 and Page 18 of the Benton County Recorder's Office.

Unit X-1 of Forbes Lake of the Ozarks Park as recorded at Book
17 and Page 19 of the Benton County Recorder's Office.

Unit Y-1 of Forbes Lake of the Ozarks Park as recorded at Book
17 and Page 20 of the Benton County Recorder's Office.

Unit Z-1 of Forbes Lake of the Ozarks Park as recorded at Book
17 and Page 21 of the Benton County Recorder's Office.

Unit A-2 of Forbes Lake of the Ozarks Park as recorded at Book
17 and Page 22 of the Benton County Recorder's Office.

Unit B-2 of Forbes Lake of the Ozarks Park as recorded at Book
17 and Page 23 of the Benton County Recorder's Office.

Unit C-2 of Forbes Lake of the Ozarks Park as recorded at Book
17 and Page 24 of the Benton County Recorder's Office.

Unit D-2 of Forbes Lake of the Ozarks Park as recorded at Book
17 and Page 25 of the Benton County Recorder's Office.

Unit E-2 of Forbes Lake of the Ozarks Park as recorded at Book
17 and Page 26 of the Benton County Recorder's Office.

Unit F-2 of Forbes Lake of the Ozarks Park as recorded at Book
17 and Page 27 of the Benton County Recorder's Office.

Unit G-2 of Forbes Lake of the Ozarks Park as recorded at Book
17 and Page 28 of the Benton County Recorder's Office.

Unit H-2 of Forbes Lake of the Ozarks Park as recorded at Book
17 and Page 29 of the Benton County Recorder's Office.

Unit J-2 of Forbes Lake of the Ozarks Park as recorded at Book
17 and Page 30 of the Benton County Recorder's Office.

Unit K-2 of Forbes Lake of the Ozarks Park as recorded at Book
17 and Page 31 of the Benton County Recorder's Office.

Unit L-2 of Forbes Lake of the Ozarks Park as recorded at Book
17 and Page 32 of the Benton County Recorder's Office.

Unit M-2 of Forbes Lake of the Ozarks Park as recorded at Book
17 and Page 33 of the Benton County Recorder's Office.

Unit N-2 of Forbes Lake of the Ozarks Park as recorded at Book
17 and Page 34 of the Benton County Recorder's Office.

Unit P-2 of Forbes Lake of the Ozarks Park as recorded at Book 17 and Page 35 of the Benton County Recorder's Office.

Unit Q-2 of Forbes Lake of the Ozarks Park as recorded at Book 17 and Page 36 of the Benton County Recorder's Office.

Unit R-2 of Forbes Lake of the Ozarks Park as recorded at Book 17 and Page 37 of the Benton County Recorder's Office.

Unit S-2 of Forbes Lake of the Ozarks Park as recorded at Book 17 and Page 38 of the Benton County Recorder's Office.



FILED FOR RECORD ON THE 21 DAY OF
May 19 85 AT 2
O'CLOCK 05 MIN. P. M. RECORDED
IN BOOK 390 PAGE. 743
ROSEMARY WALTHALL, CIRCUIT CLERK AND
EX OFFICIO RECORDER, BENTON COUNTY, MO
BY: Joanne B. England DEPUTY

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