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Kathy Plammons  
Recorder of Deeds

**FIRST AMENDMENT OF THE AMENDED AND RESTATED DECLARATION  
OF THE RESTRICTIVE COVENANTS FOR BEACON POINTE SUBDIVISION<sup>1</sup>  
(CORRECTED FILING)**

This First Amendment of the Amended and Restated Declaration of Restrictive Covenants ("First Amendment") for the Beacon Pointe Subdivision is made as of the date this instrument is recorded with the Miller County Recorder's Office.

**RECITALS**

WHEREAS, Beacon Point, L.L.C. ("Declarant") was the owner of certain real property located in Miller County, Missouri that was developed as the Beacon Pointe Subdivision; and

WHEREAS, the Beacon Pointe Subdivision consists of real property described in and depicted on the following plats filed of record with the Miller County Recorder's Office: All of Beacon Pointe Subdivision, a subdivision in Miller County, Missouri according to the plat thereof on file and of record at Plat Book A, Page 308; the plat of the Beacon Pointe Subdivision, First Addition, on file and of record at Plat Book A, Page 348, and according to the Resurvey of Lots 101 to 105 of the Beacon Pointe Subdivision, First Addition, on file and of record at Plat Book A, Page 387; and the plat of the Beacon Pointe Subdivision, Second Addition, on file and of record at Plat Book A, Page 364; and

WHEREAS, the Beacon Pointe Subdivision is subject to restrictive covenants that are set forth in an instrument entitled "Amended and Restated Declaration of Restrictive Covenants for Beacon Pointe Subdivision" dated October 22, 2018 which is recorded at Book 2018, Page 4579, in the Miller County Recorder's Office ("Declaration"); and

WHEREAS, the Declaration established a homeowners' association known as the Beacon Pointe Property Owners' Association, Inc., a Missouri not-for-profit corporation ("Association"), to maintain, administer and control certain property within Beacon Pointe and to administer and enforce the covenants, restrictions, easements, reservations and liens contained in the Declaration; and

WHEREAS, Declarant no longer owns any of the Land or Lots within Beacon Pointe subject to the Declaration; and

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<sup>1</sup> This filing is made to correct the filing made on May 16, 2023 as Instrument #202302059.

**WHEREAS, the Association desires to amend the Declaration to the extent hereinafter set forth; and**

**WHEREAS, pursuant to Section VII.A of the Declaration, the Declaration may be amended upon the vote of two-thirds (⅔) of the cumulative voting rights of all Lot Owners of the Beacon Pointe Subdivision; and**

**WHEREAS, this First Amendment has been approved by the Board of Directors of the Association and has been submitted to and approved by a two-thirds (⅔) vote of the Lot Owners in the Association as evidenced by the certificate attached hereto as Exhibit 1, which has been executed by the president and secretary of the Association; and**

**WHEREAS, the purpose of this First Amendment is to control the lease or rental of any lots, property, dwellings, buildings and other improvements within the Beacon Pointe Subdivision; and**

**NOW, THEREFORE, pursuant to the powers and authority granted to the Association and its Members, the Declaration is amended to include a new use restriction, Subsection K. of Section V of the Declaration, which shall read as follows:**

**K. LEASING OF PROPERTY. Lots and real property within the Beacon Pointe Subdivision may be rented or leased only in their entirety; no fraction or portion of any lot and real property may be rented or leased. All leases shall be in writing and shall be for an initial term of not less than six (6) months, except with the prior written consent of the Board of Directors. All leases shall require the tenant or lessee to comply with the Declaration and the rules and regulations of the Association, and shall further provide that the failure of the tenant or lessee to so comply constitutes a default under the terms of the lease. Notice of any lease, sublease or assignment of lease, together with such additional information as may be required by the Board of Directors, shall be given to the Association by the Owner within ten (10) days of execution of the same.**

**FURTHER, pursuant to the powers and authority granted to the Association and its Members, Subsection B.4 of Section VII of the Declaration shall be replaced in its entirety to hereinafter read as follows:**

**4. Fines. The Board of Directors may levy fines on Owners of Lots violating any provision of this Amended and Restated Declaration, in accordance with a Schedule of Fines adopted by Resolution of the Board of Directors. Fines may be levied by the Board of Directors for each day a violation occurs in an amount not to exceed One Thousand Dollars (\$1,000) per day. No fine shall be levied unless the Owner has been given seven (7) days written notice, at the address of record, in which to comply or request a hearing before the Board of Directors or its appointed committee. If no request for hearing is made, the fine shall be deemed levied effective the eighth (8<sup>th</sup>) day from the date of notice. If a hearing is held, and the imposition of the fine is upheld, the fine shall be deemed levied effective the eighth**

