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Deb Wiles
Recorder of Deeds

AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS FOR BEACON POINTE SUBDIVISION

This Amended and Restated Declaration of Restrictive Covenants for Beacon Pointe Subdivision is made as of the date this Amended and Restated Declaration is recorded by the Beacon Pointe Property Owners' Association, Inc. 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 ("Beacon Pointe" and "Land") 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, Beacon Pointe is subject to restrictive covenants that are set forth in an instrument entitled "Declaration of Restrictive Covenants for Beacon Pointe Subdivision" dated May 31, 2000 (including Exhibit B to said Declaration – Beacon Pointe Construction Guidelines and Approval Procedure) which is recorded at Book 419, Page 473, in the Miller County Recorder's Office, and an Amendment to Restrictive Covenants filed of record at Instrument 2009-5038, and an Amendment to Restrictive Covenants filed of record at Instrument 2010-1522, and Amendment to Restrictive Covenants filed of record at Instrument 2014-2223 (collectively "Declaration"), Miller County Recorder's Office; 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

WHEREAS, the Association desires to amend and restate the Declaration in its entirety and to impose this Amended and Restated Declaration of Restrictive Covenants for Beacon Pointe Subdivision ("Amended and Restated Declaration"), and any amendments thereto, on the Land and Lots within Beacon Pointe; and

WHEREAS, pursuant to Section VIII.A of the Declaration, the Declaration may be amended upon the vote of two-thirds ($\frac{2}{3}$) of the cumulative voting rights of all Lot Owners of Beacon Pointe; and

WHEREAS, this Amended and Restated Declaration has been approved by the Board of Directors of the Association and has been submitted to and approved by a two-thirds ($\frac{2}{3}$) vote of the Lot Owners in the Association as evidenced by the certificate attached hereto as Exhibit B, which has been executed by the president and secretary of the Association; and

WHEREAS, the purpose of this Amended and Restated Declaration is to substantially and completely amend and restate the covenants, conditions and restrictions previously imposed upon Beacon Pointe and to impose this Amended and Restated Declaration, and any amendments thereto, upon the Land and Lots within Beacon Pointe; and

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the Association hereby declares that the Declaration is merged into and is superseded and completely replaced by this Amended and Restated Declaration such that the Land and Lots within Beacon Pointe, and all additions thereto, to the extent permitted by law, shall be owned, held and conveyed subject to the covenants, restrictions, easements, reservations and liens hereinafter established, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of Lots and are established for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Amended and Restated Declaration are intended to create mutual equitable servitude upon each of said Lots and in favor of each and all other Lots; to create reciprocal rights between the respective Owners of all such Lots and parcels; to create a private contract and estate between the grantees of such Lots, their heirs, successors and assigns; and shall, as to the Owners of each such Lot, his heirs, successors and assigns, operate as covenants running with the land for the benefit of each and all other such Lots and parcels in the Land and their respective Owners, present and future.

SECTION I **DEFINITION OF TERMS**

"Beacon Pointe" and "Land" each shall mean the real property which is subject to this Amended and Restated Declaration of Restrictive Covenants and any amendments thereto.

“Building Setback Line or Line” shall mean the minimum distance which buildings, out buildings, driveways, patios, decks and other man made improvements shall be set back from the property lines as described in the Beacon Pointe Construction Guidelines and Approval Procedures.

“Developed Lot” shall mean any Lot with a permanent residential structure which is completed and ready for occupancy.

“Developer” or “Declarant” shall mean Beacon Point, L.L.C. and its successors and assigns.

“Grantor” shall mean Beacon Point, L.L.C. and any successor or assign of it to whom said Grantor, by specific reference to said rights, specifically grants, conveys or assigns its rights as Grantor hereunder. Any conveyance by Grantor without such specific reference to its rights as Grantor shall not confer on the grantee any of its rights as Grantor hereunder.

“Lot” shall mean any Lot within Beacon Pointe as the same shall appear on any recorded subdivision plat, and all additions thereto.

“Owner” shall mean and refer to the Owner as shown by the real estate records in the Office of the Recorder of Deeds for Miller County, Missouri, whether it be one or more persons, firms, associations, corporations, or other legal entities of fee simple title to any Lot or parcel of Land, situated in Beacon Pointe, but notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee or holder of a security interest, its successors or assigns, unless and until such mortgagee or holder of a security interest has acquired title pursuant to foreclosure proceedings or otherwise. Nor shall the term “Owner” mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Office of the Recorder of Deeds for Miller County, Missouri, in a long term contract of sale or deed covering any Lot or parcel of Land within Beacon Pointe, the Owner of such Lot or parcel shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale or contract for deed shall be one where the purchaser is required to make payments on the property from the date of the contract, but does not receive title to the property until such payments are made, although the purchaser is granted possession of said property. A trust may be the Owner of real estate governed by this Amended and Restated Declaration. The trustee of any trust which owns real estate shall be considered the Owner, and a spouse of the trustee may serve on the Board of Directors for the Association.

“Shall” and “May”. For purposes of this Amended and Restated Declaration “shall” is meant to be a mandatory term or provision; “may” is meant to be a conditional or permissive term or provision.

“Undeveloped Lot” shall mean any Lot accessed by a paved street, with available water, sewer and electric utilities, but which does not have a permanent structure constructed upon it.

SECTION II
PROPERTY SUBJECT TO THIS AMENDED AND RESTATED DECLARATION

The Land which is, and shall be, held, conveyed, transferred, occupied and sold subject and subservient to this Amended and Restated Declaration and all easements, restrictions, agreements, reservations and conditions set forth herein is that real property located in the County of Miller, State of Missouri, and more particularly described 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.

SECTION III
GENERAL PURPOSES

These Indentures are for the mutual benefit and protection of the property Owners of Beacon Pointe which has been established as a planned residential and resort community. Beacon Pointe is designed to be attractive to people, provide a pleasant environment for residential and recreational purposes, as well as preserving existing and attracting additional wildlife, and provide a proper balance of open space, landscape and circulation systems and guarantee proper maintenance and quality upkeep within Beacon Pointe. Beacon Pointe is intended to be a balanced, totally interrelated residential and resort community compatible with and relating to the natural beauty and environment of the Lake of the Ozarks. To ensure that Beacon Pointe develops according to these intended purposes, goals, quality and general character, this Amended and Restated Declaration has been promulgated.

SECTION IV
PROPERTY OWNERS' ASSOCIATION

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

B. MEMBERSHIP.

1. Each Owner shall, by reason of ownership, become a member of the Association. The Owners of any Lot, tract, group of Lots or tracts shall only have one (1) voting member regardless of the number of persons who may have an ownership interest in such Lot, tract, group of Lots or tracts, or the manner in which title is held by them and regardless of the number of Lots or tracts in which any person may have an ownership interest. If more than one person shall have an ownership interest in any Lot, tract, group of Lots or tracts, the voting member shall be designated in writing at the request of the Association.

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

3. An annual general meeting of all Owners shall occur on the third Saturday in September of each year and written notice as to date, time and location of such meeting shall be mailed to each Owner no more than thirty (30) days nor less than fifteen (15) days in advance by the President. In any given year, the Board of Directors may change the date of the annual meeting to any other day between September 1 and November 15. In addition, the President shall, within fifteen (15) days call a general meeting of all Owners upon receipt of a written petition signed by Owners representing thirty percent (30%) of the total number of Lots subject to this Amended and Restated Declaration.

C. BOARD OF DIRECTORS.

1. NUMBER. The Board of Directors of the Association shall consist of five (5) persons, who shall serve without remuneration. All Directors shall serve a three (3) year term.

2. QUALIFICATIONS. To qualify to be a Director, a person shall be twenty-one (21) years of age, be an Owner of a Lot or of Grantor.

3. VOTING RIGHTS. In all elections of Directors, only Owners of Lots shall have the right to vote. Such vote shall be in person or by written proxy and shall be allocated on the basis of one (1) vote for each Undeveloped Lot and two (2) votes for each Developed Lot.

4. TERM OF OFFICE. The terms of the Directors shall be staggered in order to provide continuity for the Board of Directors. The Directors shall be elected or appointed pursuant to the provisions hereof for three (3) year terms.

5. ELECTION. Election of Directors as provided herein, shall be accomplished at the annual or a special meeting specified in Paragraph 6 below. Each candidate for Director nominated for and elected or appointed to the Board of Directors shall be qualified as per Paragraph 2 of this Section IV.C to fill the specific position created by the vacancy. Each vacancy shall be filled by a separate election or appointment. Election of Directors shall be by majority vote of those voting in person or by proxy. Cumulative voting shall be prohibited.

6. VACANCIES. Whenever any one or more of the said Directors shall die, be unable to act, resign, or shall cease to have an interest in Beacon Pointe as an Owner, or a duly appointed representative of an Owner or Grantor, their position as Director shall automatically be vacated. At the next meeting of the Board of Directors, the remaining Directors shall appoint the additional Director or Directors to fill the vacant Director position or positions for the remainder of the unexpired terms. If all of the Director positions become vacant at the same time or if any vacancies are not filled by the other Director(s) as herein provided, then upon a petition being signed by one or more Owners

requesting a meeting of Owners for an election of Directors, the Owners may meet for the purpose of electing Directors to fill vacancies.

7. DUTIES AND POWERS. A majority of Directors shall constitute a quorum, except for purposes of filling vacancies in the office of the Directors for which purpose one (1) or more of the qualified Directors shall constitute a quorum. Unless otherwise provided, actions of the Board shall be by majority vote of those Directors in attendance at any meeting at which there is a quorum present. At the first meeting following the annual general meeting of all owners or at the end of such general meeting before the adjournment, the Board of Directors shall elect officers. The Board of Directors shall also promulgate operating procedures for the conduct of its affairs.

a. Meetings. Meetings of the Board of Directors may be called at any time by the President or shall be called by the President upon request of any Director.

b. Authority and Obligation. The Association established under these Indentures shall have the right, power, and authority: to carry out the basic objectives as enumerated in this Declaration and the By-Laws of the Association ("By-Laws"); in the interest of public health and safety and for the general welfare of the Owners to adopt and promulgate rules and regulations to interpret and implement the provisions of this Amended and Restated Declaration and to designate requirements applicable for the enforcement of this Amended and Restated Declaration as hereinafter set forth; to have jurisdiction, control, possession, and supervision of the property, assessments, funds and activities as set forth in this Section and elsewhere in this Amended and Restated Declaration or as may hereafter be placed under its jurisdiction in the manner herein provided; to maintain, operate, reconstruct, and improve any and all structures, facilities, improvements, and lands of Beacon Pointe in which the Association has any ownership interest or which are for the common use of Beacon Pointe which shall include but not be limited to the common areas, recreational facilities, landscape areas, designated wetlands, storm water control, roads and circulation systems, entrances, medians and graphics, and to make additions desirable to carry out the provisions of this Amended and Restated Declaration which may extend beyond the term of the betterments, and extensions thereto, all of which shall be referred to as "Common Areas"; to enter into contracts as may be necessary or desirable to carry out the provisions of this Amended and Restated Declaration which may extend beyond the term of the particular Board of Directors which entered into such contracts; to take such action as it deems appropriate to protect the public health and welfare by preventing or abating the pollution of Beacon Pointe and to have all the rights, privileges and jurisdiction necessary or proper for carrying such powers into execution. Any enumeration of powers elsewhere in these Indentures shall augment rather than restrict the meaning of or exclude other powers enumerated in this general grant of rights, power and authority. Further this general grant shall permit the Board of Directors: to have the powers and duties necessary for governing and administering the affairs of the Association according to this Amended and Restated Declaration and the By-Laws; to grant or make variances

to these Indentures when same are in the best interests of Beacon Pointe, but such variances shall be in accord with the language and intent of Section III hereof; to contract for professional services which, in the judgment of the Board of Directors will provide an effective and advantageous means of providing the area within Beacon Pointe adequate and proper environmental protection; to promulgate rules and regulations governing the use of and conduct with the parks, recreation areas, common areas, lakes and other public areas, if any, within Beacon Pointe; and to set the date, time, and location for the annual general meeting. In discharging the above responsibilities, the Board of Directors may appoint one or more individuals to represent and advise the Board of Directors in administering and enforcing those responsibilities specifically delegated to them by the Board of Directors.

8. LEVYING OF ASSESSMENTS.

a. Adoption of Budget. Before September 1 of each year, the Board of Directors shall adopt a budget for the following calendar year which shall include the amount established for the general assessment and for any special assessments. Said budget shall be distributed to all of the Owners of Lots in the same mailing in which the notice of annual meeting is sent. The budget shall become effective unless at the annual meeting the Owners of more than fifty percent of all Lots within the subdivision adopt a different budget.

b. General and Special Assessments. For the purpose of carrying out the general obligations and powers of the Association as set forth in these Indentures, an annual general assessment is hereby levied upon and against the Owners of the herein defined assessable property and against the assessable property itself. This general assessment shall be calculated as follows:

(1) Lots: The sum of \$450.00 for each Lot owned.

(2) Boat Dock: A sum equal to \$1.00 per month for each foot contained in the length of each boat dock slip leased by any Owner other than Developer in any common dock maintained by the Association. This assessment will be collected pursuant to the terms of a written lease agreement between any Owner, who has leased a slip, and the Association.

(3) Personal Watercraft: The sum of \$12.00 per month for each docking facility for personal watercraft attached to any common dock maintained by the Association leased by any Owner other than Developer. This assessment will be collected pursuant to the terms of a written lease agreement between any Owner, who has leased a docking facility, and the Association.

This general assessment as set forth above may be increased from time to time by the Board of Directors. Additionally, the Board of Directors may, by majority vote, levy special assessments from time to time to carry out its general

obligations and powers for all stated purposes enumerated in the Declaration or By-Laws; but the total of such special assessments, if levied, shall not exceed in any calendar year an amount equal to the general assessment for such calendar year.

c. Notices of assessments. Notices of all assessments may be given by United States mail (or electronic mail), addressed to the last known or usual post office address (or electronic mail address) of the holder of legal title of each Lot and deposited with the United States Postal Service with postage prepaid; and said notice shall be considered given when mailed, or may be given by posting a brief notice of the assessment upon the assessable property itself, or may be given by recognized courier service to the last known or usual post office address of such Owner.

9. LOANS. The Board of Directors shall have the right, power and authority to obtain loans in order to obtain funds for the purpose of carrying out the general objectives of these Indentures and for the uses as enumerated in Paragraph 10 below and to irrevocably pledge, commit and promise to levy special assessments as provided herein, as the same may be necessary to provide funds for retirement of loans should funds from the general assessment be inadequate to retire such loans.

10. PROCEDURES, LIMITATIONS AND USE OF FUNDS. All assessments shall be made in the manner heretofore set forth and subject to the following procedures and limitations, to wit:

All funds received by the Association shall be used for "Common Expenses" to provide for, maintain, operate and improve the property owned by the Association, the common elements and environmental qualities within Beacon Pointe to be expended as authorized by this Amended and Restated Declaration and the By-Laws adopted by the Association, including but not limited to the following:

a. Maintain, operate, improve, and purchase insurance for, any such utility system or service which for any reason is not provided for by a separate company, district, governmental or quasi-environmental entity.

b. Maintain, operate and improve streets, roads, or drives.

c. Provide for, maintain, operate and improve those public or quasi-public facilities such as: common areas, parks and recreations areas; landscaping areas and easements; transit and circulation systems; street medians; pool clubhouse; and other improvements which in the opinion of the Board of Directors of the Association specifically relate to the maintenance or enhancement of the overall quality of life and environment in Beacon Pointe in accordance with the letter and intent of this Amended and Restated Declaration.

d. Provide for and operate the administrative procedures for this Amended and Restated Declaration, including, without limitation, administrative staff

requirements and expenses, liability and other insurance, retirement of debts incurred in accordance with the authority granted in this Amended and Restated Declaration, and fees and compensation for persons employed by the Association to furnish services in connection with the discharge of the rights and duties granted and delegated to the Association hereunder including but not limited to representatives and/or consultants engaged to review and enforce the provisions of the Construction Guidelines hereinafter established.

11. OWNERSHIP OF LAND. Except as modified below, the Board of Directors shall have the right to accept or convey any interest in real property located within Beacon Pointe or contiguous, adjoining or adjacent to Beacon Pointe in order to provide for, maintain, operate and improve the facilities within Beacon Pointe. The Board of Directors may, at their sole discretion, accept any interest in real property from any Owner who may wish to donate such real property to the Association to the extent not prohibited by law, the Board of Directors may sell, lease, rent, grant or dedicate to public use or any appropriate utility company or public authority any roads, utility system or service, any parks, playgrounds, recreational areas or lakes, urban plazas, museums, easements or other real estate or improvement which is held or maintained by the Association for the benefit of the Owners of Beacon Pointe whether the same are created by this Amended and Restated Declaration or by plat or other document in any other manner. The consideration of any sale, lease, rental or grant and the condition of any dedication to any party, private or public, shall include the assumption of the obligation to operate, maintain, improve and reconstruct as necessary the property or facility by the party grantee accepting such dedication. Subject to the provisions above stated, the Association shall have the right and power to sell, lease, rent or encumber any interest in real property held by them; or to enter into a joint venture for development of any such interest in real property; or to sponsor, conduct, or jointly undertake research projects with benevolent or other not-for-profit organizations, if such sale, lease, rental, encumbrance, joint venture or research project shall, in the opinion of the Board of Directors, contribute to the improvement of the environment or the general purposes and objectives of Beacon Pointe as set forth in this Amended and Restated Declaration.

SECTION V

GENERAL COVENANTS AND CONSTRUCTION GUIDELINES

A. USES. There are hereby established the "Construction Guidelines and Approval Procedures" attached hereto and incorporated herein as Exhibit A to this Amended and Restated Declaration ("Construction Guidelines"), all of which are incorporated herein and become a part of the Terms and Conditions of this Amended and Restated Declaration. The uses within Beacon Pointe shall be residential in nature as compatible with the recreational qualities and natural beauty and environment of the Lake of the Ozarks provided that no such uses or activities shall be noxious, offensive or which may be an annoyance or nuisance as such terms are now or may in the future be defined by applicable law or which may negatively affect the environment within Beacon Pointe. All Lots shall be used only for the construction of single-family homes.

B. ARCHITECTURAL REVIEW COMMITTEE.

1. General Powers. All improvements constructed or placed on any Lot must first have the written approval of the Architectural Review Committee ("Review Committee"). Such approval shall be granted only after written application has been made to the Review Committee in the manner and form prescribed by it. The application, to be accompanied by two (2) sets of plans and specifications, shall show the location of all improvements, if any, existing upon said Lot, the location of the improvement proposed to be constructed, the color and composition of all exterior to be used, proposed landscaping, and any other information which the Review Committee may require, including soil, engineering and geological reports and recommendations.

2. Review Committee Membership. The Review Committee shall be composed of no less than three (3) nor more than nine (9) persons to be selected annually by the Board of the Association. Members shall serve until their successors are appointed, and in the case of the failure of the Board to appoint members annually, those previously appointed shall remain as members until the appointments are made by the Board.

3. Grounds for Disapproval. The Review Committee may disapprove any application if:

a. Such application does not comply with this Amended and Restated Declaration;

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

c. In the judgment of a majority of the Review Committee reasonably exercised, the proposed improvement will be inharmonious with the development, or with the improvements erected on other Lots.

4. Rules and regulations. The Review Committee shall, from time to time adopt written rules and regulations of general application governing its procedures which shall include, but not be limited to, provisions for the form and content of applications; required number of copies of plans and specifications; provisions for notice of approval or disapproval, including a reasonable time period for approval by reason of failure to disapprove.

5. Variances. The Review Committee may grant reasonable variances or adjustments from the provisions in this Amended and Restated Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to Owners of other Lots.

6. Certification of Compliance. At any time the Review Committee may require a certification from a licensed surveyor that such improvement does not violate any setback rule, ordinance or statute, nor encroach upon any easement or right-of-way of record. The cost of said certification shall be borne by the Owner of the Lot.

7. Submittal Fees. As a means of defraying its administrative expenses, the Review Committee may, in addition to the required Damage Deposit specified in the Construction Guidelines, require a reasonable filing fee to accompany the submission of plans and specifications. Said fees shall be established by the Board of the Committee or its subordinate bodies.

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

9. Appeals. Any applicant shall have the right to appeal to the Appeals Board any decision of the Review Committee within thirty (30) days after entry of such decision.

10. Appeals Committee Membership. At least one member of the Appeals Board shall be a member of the Board of Directors. Members may, but need not, be Lot Owners, but can be consultants and professionals hired by the Association. The number of members of the Appeals Board shall be set by the Board of Directors from time to time. All members shall be appointed by the Board of Directors of Association.

C. LAND AND LANDSCAPING MAINTENANCE.

1. It shall be the duty of the Owner of each and every Developed Lot in Beacon Pointe to keep and maintain (including necessary cutting, watering, fertilizing, aerating, spraying, pruning, weeding and replacement of) the lawns, ground covers, trees, shrubbery, vines and landscaping beds on his Lot, including, without limitation, all easements within the Lot.

2. Fertilizing and spraying for control of insects and fungus shall be accomplished in such a manner as to avoid contamination to Beacon Pointe and surrounding property.

3. All live trees shall be preserved unless written consent to remove such trees has been granted pursuant to the Construction Guidelines. In the event any such Owner fails to comply with these provisions within five (5) working days after written notice from the Board of Directors, the Association and its employees and agents shall have the right to enter the parcel in question and, at the expense of the Owner concerned, correct all discrepancies so noted in the same manner as provided herein.

D. TRASH ENCLOSURES.

Any improved home site developed in Beacon Pointe must store their trash container inside their residence/garage and may only place trash container(s) outside for a 24-hour period that begins the night before trash pickup. Owners must store their trash container inside their residence/garage for the remainder of the time or erect and maintain a trash enclosure meeting the design set by the Board at the roadside or adjacent to the residence/garage. Trash enclosures shall meet the specifications set by the Board and be located in such a manner as to minimize its visual impact. The Review Committee may require visual screening in the form of landscaping or other provisions so as to protect the visual integrity of the site from the road. Trash enclosures approved by the Board prior to the Amended and Restated Declaration will be grandfathered in until such time they need to be repaired or replaced.

In the event the occupants/Owners of said improved home site do not subscribe to a trash pickup service, then such occupants or Owners shall not place trash containers in public view for any reason.

E. STORM DRAINAGE. Each Owner shall respect the design and area of the drainage ways of storm water across each Owner's Lot. It shall be the Owner's responsibility to ensure that sufficient protective measures have been taken before, during and after construction to prevent any and all debris from entering the drainage channels. Particular attention shall be given to erosion control. Each Owner shall take reasonable action to prevent the introduction of dirt, sand, mud, silt or mail box posts into the drainage facilities.

F. WILDLIFE AND ANIMALS.

1. The Board of Directors shall enforce this Amended and Restated Declaration in such manner as to preserve existing wildlife and to attract additional wildlife into the community. The overall landscaping system has been designed to protect, attract and encourage wildlife habitat and growth. Landscaping of individual Undeveloped Lots shall also be designed and planted in such a manner as to enhance and supplement this system and create additional wildlife habitat. Hunting or killing of non-predatory and non-nuisance fowl and animals within Beacon Pointe is expressly prohibited.

2. No animals, livestock or poultry of any kind shall be housed, raised or kept within the Development either temporarily or permanently, except that commonly accepted household pets (but not including horses), may be kept, provided that they are not kept or maintained for any commercial purposes, and are not a nuisance to adjoining property Owners. Dogs may be kept upon a Lot by the Owner of said Lot, so long as the dogs are securely confined in an enclosed pen, approved by the Review Committee, restricted by a suitable leash or chain, or, having been properly trained, are at all times within the control of the Owner under voice command and are not running at large. Preference will be given to the use of electronic fences. Unconfined dogs, outside Owner's control, will either be impounded and/or referred to the proper animal control agency.

G. CONDITION OF PREMISES.

1. Each owner in Beacon Pointe shall maintain his property and all structures, buildings appurtenances, screening fences, parking areas and drives and lighting thereof, drainage ways, and other improvements of whatever nature thereon in a safe, clean and wholesome manner and in proper condition and repair at all times.

2. If any such Owner fails to maintain his property in accordance with the standards set from time to time by the Association, the Board of Directors shall notify said Owner in writing of discrepancies and request correction thereof within thirty (30) days. If the Owner fails to correct all discrepancies so noted within the thirty (30) days, the Association and its employees and agents shall have the right to enter upon the Lot in question and, at the expense of the Owner concerned, correct said discrepancies using due diligence in making such repairs. If due to extraordinary circumstances, the Owner is unable to complete such maintenance and repairs within the thirty (30) days and so notifies the Board of Directors in writing setting forth the reason why additional time is requested, the Board of Directors may, in its discretion, extend the time period.

3. If the Association is compelled to correct the discrepancies, the reasonable cost of such maintenance and repairs shall be assessed as a personal liability of the Owner and shall also constitute a lien on the property concerned and shall be billed to the Owner by certified mail and shall be due and payable within ten (10) days after posting. If said account remains unpaid for thirty (30) days it shall be considered delinquent and a copy of the assessment may be filed in the Miller County Land Records as a lien, and such lien shall become collectable in the same manner as provided in Paragraph B.2 of Section VII of this Amended and Restated Declaration.

H. MAINTENANCE EASEMENT.

Grantor hereby grants to the Association a non-exclusive easement for access upon and across all real property in Beacon Pointe for the purposes of carrying out the rights and obligations of the Association under these Indentures, with the understanding that such easement shall not interfere with, conflict with, or intrude upon any approved prior and existing uses of said property. In consideration of the above easement, the Association agrees to indemnify and defend the Grantor, its successors or assigns, and the Owners of any Lot burdened by this easement against claims for death, personal injury and property damage arising out of the exercise of such easement rights, but such indemnification shall apply only to the extent of any liability insurance coverage carried by the Association and shall not entitle any indemnitee to collect any judgement against assets of the Association or any of the Directors or Grantor separately or individually.

I. RESTRICTIONS ON TEMPORARY STRUCTURES OR CERTAIN VEHICLES. No travel trailer, mobile home, motor home, boat, boat trailer, utility trailer or commercial vehicle shall be placed or kept on any Lot, street, road, or easement within Beacon Pointe unless garaged or kept in a manner approved by the Review Committee. No tent shall be placed or erected on any Lot, nor shall any overnight camping be permitted on any Lot.

J. CONSOLIDATING OR SUBDIVIDING LOTS.

1. Lots may be subdivided if all portions of the Lots so subdivided are conveyed to the Owners of an adjacent Lot(s), thereby enlarging such Lot(s). Upon compliance with this paragraph, the boundary between the enlarged Lot(s) shall constitute the new back or side lines of the Lot(s) for the purposes of this Amended and Restated Declaration.

2. The subdivision authorized by this section shall be effective only if the Owners of the Lot being subdivided and the Owners of the Lots being enlarged join the execution of a subdivision plat, setting forth the new boundary of the enlarged Lots approved in writing by the President of the Association and which is recorded in the Office of the Recorder of Deeds, Miller County, Missouri.

3. Said Owners of the enlarged Lots shall be liable for their pro-rated share of the assessments attributable to the subdivided Lot. If a building or any part of a building is placed on a portion of the subdivided Lot, the Owner to whom that portion was conveyed shall pay twice his pro-rated share.

SECTION VI ROADWAY AND UTILITY EASEMENT

A. DEDICATION OF ROADS. Each and every road and/or right-of-way (the "Roadways") depicted on any validly executed and recorded Plat within the Land subject to these Indentures, now or in the future, are hereby dedicated to and all right, title and interest therein is hereby conveyed to the Association as established pursuant to these Indentures for the common benefit and use of all the Owners now or in the future, together with the rights and authority to dedicate, grant or convey all or any portion of any such Roadways and any improvements constructed therein to the City of Lake Ozark or other public authority as public road at such time as the City agrees to accept such right-of-way and the roads and improvements contained therein and agrees to maintain the right-of-way- and any roads and improvements constructed therein.

B. UTILITY EASEMENTS.

1. There are hereby established and granted onto the Association Utility Easements for electric, water, telephone, cable, sanitary sewer, storm water drainage, circulation, or other such purposes required to provide public services within Beacon Pointe (hereinafter called "Utility Easements"). Such Utility Easements are hereby established and created within all common areas and green areas as depicted or defined on any validly recorded subdivision plat within the Land subject to this Amended and Restated Declaration and in addition thereto the following portion of all Lots: (a) a twenty foot (20') wide strip of land parallel and adjacent to the right-of-way of any road or road right-of-way; (b) a ten foot (10') wide strip of land parallel and adjacent to any side or rear property line; and (c) the Roadways as set forth in Section VI.A above, provided that the rights of Miller County, the City of Lake Ozark or other public authority if such Roadways have been so dedicated, shall be superior to the rights of any utility company within the Roadways.

2. All such Utility Easements shall be a non-exclusive right to use the areas so designated above for the purpose of construction, reconstruction, maintenance, repair, and replacement of any utility line or lines, conduits, pipes, transformers, junction boxes, other such improvements or appurtenances in connection, with and use of such Utility Easements. In addition to the other powers and authority granted to the Association hereunder, the Utility Easements are hereby granted to the Association with the right to regrant, confirm and convey said easements to any utility companies or other entity providing services within Beacon Pointe which shall include but not be limited to City of Lake Ozark and any utility provider or governmental or quasi-governmental entity providing utility or other services within Beacon Pointe. Any such easement granted by the Association to any utility or any other entity as set forth above shall not become effective until such easements have been conveyed by an appropriate instrument, document or agreement which has been placed in record in the Miller County Recorder's office.

SECTION VII **DURATION AND ENFORCEMENT**

A. **DURATION AND AMENDMENT OF INDENTURES.** Each of the conditions, covenants, indentures, restrictions and reservations herein contained shall continue and be binding upon the Grantor and upon its successors and assigns and upon each of them, and all parties and persons claiming under Grantor in perpetuity. The Owners by a vote of two-thirds (2/3) of the cumulative voting rights of the Lot Owners may, by written declaration signed and acknowledged by them and recorded in the Miller County Land Records, alter, amend, extend, supplement, add to, or terminate such restrictions, conditions, covenants and reservations. The Board of Directors is granted the right and authority to alter, amend, extend, supplement, add to or terminate all or part of this Amended and Restated Declaration, but only to the extent authorized by this Amended and Restated Declaration or if required to comply with the rules of any governmental agency or law, whether federal, state or local.

B. **ENFORCEMENT.** This Amended and Restated Declaration and the covenants and conditions contained herein shall operate as reservations running with the land into whosoever hands the above described property, or any part thereof shall come, and all provisions shall be enforceable at the suit of any Owner thereof, the Grantor or the Association. The failure of an Owner, the Grantor, or the Association to enforce any of the covenants herein set forth, at the time of violation, shall in no event be deemed to be a waiver of their right to do so to any subsequent violation.

1. **Non-Payment of Assessment.** Every assessment made pursuant to these Indentures shall become a lien on the Lot against which levied if not paid within thirty (30) days after notice is given as provided in Paragraph C.8.c of Section IV. If any assessment remains unpaid after said thirty (30) days, they shall be considered delinquent and shall be subject to a late charge of not more than ten percent (10%) of any amount that remains unpaid. Any unpaid assessments shall also bear interest at the rate of ten percent (10%) per annum compounded annually until paid. The Association may record necessary documents in the Miller County Land Records setting forth such lien on the Lot or Lots in question. Reasonable attorney's fees and all other costs in connection with any

contemplated or actual legal proceedings in connection with such collection shall be collectible as provided in Paragraph 2 of this Section. The Association shall, upon full payment, cancel or release said Lot from the lien of the delinquent assessment by executing, acknowledging and recording, at the expense of the Owner of the Lot affected, a release of such lien for the delinquent assessment with respect to the Lot affected. The lien of all assessments levied and recorded, as herein provided, shall take precedence over any and all mortgages, deeds of trust or any other liens placed on any of the property herein described after the original Declaration or this Amended and Restated Declaration has been recorded in the Miller County Land Records, or those filed prior to such recording if same have been subordinated to the original Declaration or this Amended and Restated Declaration, excepting only first mortgages or first deeds of trust held by any bank, savings and loan association, insurance company, pension fund or other so-called "institutional lender", which first mortgages or first deeds of trust shall be superior to such assessments arising subsequent to recording of such first mortgages or first deeds of trust.

2. Collection of Delinquent Assessment. Every Owner, purchaser, and person holding title to any Lot in Beacon Pointe hereby acknowledges, understands and agrees that in the event an assessment made against their Lot becomes delinquent for any reason, the Association may institute and prosecute any legal proceedings at law or in equity, or both, against said Owner, or person holding title to the Lot for which the assessment is delinquent, to compel such payment with interest, cost of suits and attorneys' fees attending the recovery of the delinquent payments. Said Lot for which the assessment shall be delinquent, shall at all times on occasion of such delinquency be liable to be sold under the order or decree of any court of competent jurisdiction under appropriate legal or equitable proceedings in the like manner as if the amount so due and unpaid with interest, costs and attorneys' fees was secured by a mortgage or deed of trust on such Lot. The purchaser or purchasers, however, at any such sale shall take subject to this Amended and Restated Declaration and to all of the covenants, easements, provisions, powers and the rights herein contained, created or granted, in the same manner and to the same extent as if said Owners had sold said Lot voluntarily; excepting that such sale shall release the Lot from the lien of the particular delinquent assessment on account of which said sale occurred.

3. Suspension of Privileges. The Board of Directors may suspend all voting rights and all rights of any Owner to use the Association's Common Areas or facilities for any period during which the Association's assessment against such Owner remains unpaid, or during the period of continuing violation of the provisions of this Amended and Restated Declaration by such Owner after the existence thereof has been declared by the Board of Directors.

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. Such fines may be a single fine for a violation not to exceed Ten Dollars (\$10) per day but not to exceed 100 days. 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 (8th) 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 as of the date the Board of Directors or Committee issues its decision upholding the fine. The Board of Directors or Committee's determination shall be conclusive. If such fine is not paid within thirty (30) days of the date the fine is levied, the unpaid amount, plus interest at the rate of ten percent (10%) per annum, shall constitute and become a lien on the Lot owned by the person fined. Any fine which becomes a lien may be enforced in the same manner and be subject to the same provisions as liens for unpaid assessments described in this Amended and Restated Declaration.

C. LIABILITY OF DIRECTORS. No one Director shall be liable for the acts of other Directors, and no Director herein shall ever be held personally liable for injury to persons or property by reason of any acts of commission or omission by said Board of Directors respectively or collectively. Neither the Association nor any Director or Officer shall be liable for damages to anyone submitting plans for approval or making any other request of the Board of Directors or Review Board, or to any Owner, lessee or subleases of property in Beacon Pointe by reason of mistake in judgement, negligence or nonfeasance of itself, its agent or employees, arising out of or in connection with the approval or disapproval, or failure to approve any plans or other requests. The Board of Directors is authorized to employ counsel and pay expenses of litigation to defend suits brought against the Association or any member, its Directors and officers, employees or agents of the Board of Directors, by reason of any such act or acts set forth herein. The Board of Directors is also authorized to purchase liability insurance protecting themselves both as Directors and as individuals.

D. TRANSFER OF PROPERTY. All sales or transfers or conveyances of ownership shall be reported by the holder of title upon completion of the transaction to the Board of Directors by certified mail indicating the property involved, the seller and purchaser.

E. INVALIDATION OF PART. In the event any of the conditions, covenants, indentures, restrictions, reservations, and easements contained in this instrument or any part thereof should be declared void or for any reason unenforceable, the validity and binding effect of the others shall be unimpaired and unaffected and the same shall remain in full force and effect.

F. EFFECT OF AMENDMENT AND RESTATEMENT. The rights, duties, privileges and obligations of any Owner, the Grantor, or the Association under the original Declaration shall in all respects continue as amended and restated by this Amended and Restated Declaration, except to the extent the original Declaration is specifically modified or amended herein.

G. INTERPRETATION. As a matter of understanding and convenience for purposes of interpretation and enforcement, these Indentures are to be interpreted for the mutual benefit and protection of the Owners of Lots in Beacon Pointe, which intent is set forth in Section III, General Purposes, of these Indentures.

H. CAPTIONS. The captions, section numbers and article letters appearing in this Amended and Restated Declaration are inserted only as a matter of convenience and in no way

define, limit, construe or describe the scope or intent of such sections or articles of these Indentures nor in any way modify or affect this Amended and Restated Declaration.

I. GOVERNMENTAL AND AGENCY REGULATIONS. Each and every Lot and parcel of Land in Beacon Pointe shall be subject to all present applicable laws, ordinances, rules and regulations and orders of the United States Government, the State of Missouri, the County of Miller, and Lake Ozark, Missouri.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Association has executed this Amended and Restated Declaration of Restrictive Covenants of Beacon Pointe on this 22 day of October 2018.

BEACON POINTE PROPERTY OWNERS' ASSOCIATION, INC.

By: *Larry Buschjost*
Larry Buschjost, President

BEACON POINTE PROPERTY OWNERS' ASSOCIATION, INC.

By: *John E. Nichols*
John E. Nichols, Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF MILLER)

On this 22 day of October 2018, before me, a notary public in and for the State of Missouri, personally appeared Larry Buschjost and John E. Nichols, known to me to be the persons who executed the within Amendment, and acknowledged to me that they executed the same for the purposes herein stated.

Donna L. Gibbons
Notary Public

My commission expires:
9-30-2019



DONNA L. GIBBONS
My Commission Expires
September 30, 2019
Camden County
Commission #15999929

BEACON POINTE CONSTRUCTION GUIDELINES AND APPROVAL PROCEDURES

I. GENERAL COVENANTS

A. Purpose:

The Amended and Restated Declaration ("Covenants") was created for the mutual benefit and protection of the property Owners of Beacon Pointe and these Construction Guidelines and Approval Procedures ("Guidelines") are an integral part of the Covenants and are hereby incorporated therein as amended from time to time. The Covenants among other things were established to provide a procedure to review all improvements to any Lot within the development. The diligent monitoring of improvements within the Beacon Pointe assures the homeowner that the integrity of the development will not be compromised. Therefore, the Amended and Restated Declaration, which governs the land use, has been adopted to ensure the quality of living within this planned residential development, as well as maintain the peaceful sylvan characteristics of the area. The unique features of the Lake of the Ozarks require careful preservation and the review process and guidelines for construction within Beacon Pointe are designed to balance these features within a development of superior quality residences. The Beacon Pointe Property Owners' Association, Inc. shall sometimes be referred to herein as the "Association" or "Beacon Pointe". The "Board" is the Board of Directors of the Association.

B. Review Board:

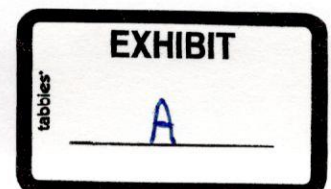
An Architectural Review Committee (the "Review Committee") will be appointed to administer the Guidelines. The Board may engage professional consultants in the form of architects, engineers, or other professionals to aid in the review of any such plans for construction which require approval by the Review Committee. A review and permit fee will be charged for each set of plans submitted for review. Approval of plans will be in the form of a permit for conspicuous display at any construction site and must be issued in connection with each construction project.

C. Design and Specifications:

1. General Information/Permit/Review Fees:

A minimum of one certified survey, two complete sets of floor plans, building elevations and specifications and two copies of site plans are required for submittal and review by the Review Committee. One (1) set of plans will be returned to the Applicant; notations as to revisions and/or requirements, or exceptions for approval will be so noted on the returned plans. One (1) set of plans will be retained by the Review Committee for its files.

A review and permit fee should be paid at the time plans are submitted to the Board for review. These fees are for the purpose of determining the costs of administrative time, site inspections and review consultants. Fees are not refundable and shall be



made payable to Beacon Pointe. All fees are subject to change at any time by the Board. A current fee schedule is attached hereto and incorporated herein by this reference.

Any modifications or alterations from the approved plans must be resubmitted for approval.

The Applicant is responsible for the validity and accuracy of the plans submitted for review by the Review Committee. The Review Committee is not responsible for errors or omissions in the plans and specifications reviewed or approved. There are no variances granted at the site for any phase of construction. The approved plans become a valid binding contract between the Applicant and the Review Committee; therefore, it is necessary all proposed changes be supplied to, reviewed and approved by the Review Committee.

The plans should reflect all proposed improvements at scale. Construction details must be provided for review. Type of siding, roofing materials, color scheme, building materials, must be specified or may be provided at the time plans are submitted. The Review Committee may request a sample of any of the proposed building materials for the improvements. Color swatches of base and trim color must be submitted with plans.

A \$1,000.00 damage deposit must be posted for all new homes or projects that require heavy equipment within Beacon Pointe, at the time plans are submitted. Should there be damage from construction, the Review Committee will determine repair costs and the refund will be adjusted accordingly. All damage deposits will be returned to the titleholder of the property, regardless of who may have initially posted the damage deposit, upon completion of construction in accordance with these construction guidelines.

A copy of the estimate to correct the situation will be made to the Applicant and the Applicant will have the option to have the matter corrected in a manner satisfactory to the Review Committee. Make check payable to **Beacon Pointe damage deposit fund**.

If not resolved in a timely manner, the damage deposit will be forfeited and utilized to reclaim area, with an additional deposit bringing the total back to \$1,000.00 being supplied by the titleholder.

PRIOR TO ENGAGING A CONTRACTOR, ARCHITECT OR ENGINEER FOR ANY PLANNED CONSTRUCTION ON YOUR LOT OR BEGINNING ANY WORK ON YOUR LOT, IT IS ADVISABLE TO PROVIDE ANY SUCH PARTY WITH A COPY OF THESE GUIDELINES. COPIES MAY BE OBTAINED FROM THE ASSOCIATION.

2. Floor Plans:

Two copies of floor plans must be submitted to the Review Committee with floor area calculations shown. One copy will be retained for the Review Committee files and one copy will be returned to the Applicant. Floor plan must be accurate, must reflect the dimensions of the site plan, be to scale, and depict the position of all water using appliances and appurtenances, as a part of the floor plan package, drawings showing front, rear, and side views of the structure are to be included. Said drawings shall accurately depict scaled dimensions, slopes, exterior materials, positioning of windows and shutters, guttering and downspouts, chimneys and vents, and facades.

3. Site Plan:

Two copies of the site plan are to be submitted. Site plans of insufficient detail will not be approved. All improvements must be incorporated into the site plan including, but not limited to:

- (a) Dimensions of the Lot, as referenced by accompanying survey;
- (b) Topography with contour elevations drawn accurately, in two foot (2') increments;
- (c) Building envelope noted, setbacks defined;
- (d) Structure, including garages, decks, patios, and courtyards depicted by a heavy, consistent line;
- (e) Roof line or overhang depicted by a broken line;
- (f) Square footage, entry level; lower and upper levels; total (square footage requirements are exclusive of decks, carports, garages, gazebos, porches, etc.);
- (g) Driveway location, dimensions, culvert location and size, and existing finish grade elevations;
- (h) Projected lot lines;
- (i) Copy of Ameren dock permits;
- (j) Seawall location, contour elevations, existing finish grade, and finish texture and materials, where applicable;
- (k) Trash enclosure location, size and dimensions;
- (l) Propane tank location, screening, flow line, where applicable;
- (m) Swimming pools, size and location, cross-section and elevations, and pump house (if included);
- (n) Proposed landscaping, retaining walls or terrace walls, plantings, boulders, etc.;
- (o) Playgrounds and/or pet confinement areas, where applicable;
- (p) Any retaining walls for support of driveway, elevations, and cross-section; and
- (q) Surface drainage paths, means of diverting, or channeling.

4. Square Footage:

Minimum square footage requirements for each lot classification of fully enclosed floor area devoted to living purposes of a single-family house (exclusive of porch areas, patios, decks, garages, terraces, and unfinished basements) shall be as follows:

Waterfront Lots	1800 square feet
Off Shore Lots	1500 square feet

Notes:

- (a) At least fifty percent (50%) of the required floor area shall be on the first floor of the house.
- (b) Lot classifications will be shown on the sales plats available from the Association. If any questions exist about the lot classification, the Review Committee will confirm the appropriate lot designation upon request.

5. Setbacks:

All construction must be contained within the building setbacks including all buildings, structures, decks, patios, driveways (except in the front yard setback), ramps, etc. The setbacks are determined using the following lateral distances from the surveyed property lines based upon the appropriate lot classification:

<u>Lot Classification</u>	<u>Roadside Setback</u>	<u>Lakeside Setback</u>	<u>Side Yard Setback</u>
WF	25 feet	30 feet	10 feet
Offshore	25 feet	Back 30 feet	10 feet

Notes:

- (a) Corner Lots shall use the front lot setback line on each street frontage.
- (b) On Lots classified as WF, the lake side setback shall be measured from the contour elevation of 662' above mean sea level.
- (c) Lots with a shallow depth or narrow width as compared to similar Lots with the same lot classification may be considered by the Review Committee to be an exception and the Review Committee may grant variances from the set back as the Review Committee deems appropriate.
- (d) The setbacks are not intended to preclude steps and sidewalks and consideration will be given to driveways encroaching on a side lot line.

6. Surveys:

A certified property survey and topography from a Missouri registered land surveyor must be submitted for construction. The survey must include the recorded

subdivision, existing roads, utility easements, property lines with dimensions and bearings, lot number and subdivision, orientation, date, Owner of record, and any other features identifying the legal limits of the Lot. Should any encroachments be included, said encroachments are to be identified and dimensioned as such on the survey.

After the survey has been completed, the property pins are to remain intact. Pin location is to be marked to facilitate the necessary inspections. In order to clearly define the areas of activity, the property pins shall be string-lined for approval of the plans and for a pre-construction inspection.

A survey is required for all building improvements, seawalls, and landscaping unless property pins are in place and can be validated. If the property pins are in place and found, the Review Committee, in its discretion, waive the requirement of a survey for such improvements, provided the proposed improvements are clearly within the building envelope and not within the setbacks.

7. Elevations:

Determining grade elevations for proposed home construction is mandatory and must be signed and sealed by your civil engineer or surveyor. The contour elevations must be drawn accurately and to a noted scale, in no more than two feet (2') increments. Waterfront properties must locate the 658.5 and 662 contour elevations.

Profile drawings of the structure must incorporate the contour elevations of the Lot. These elevations must be numerically noted as well as drawn on the elevations of the structure. Existing elevations are to be noted by means of a broken line; finish grade elevations noted by a heavy, consistent line. The topography of the property, as it relates to the structure, must be accurately detailed.

Elevations are to be provided if any structure or improvement is to be above grade, such as decks, landings, terrace walls, retaining walls, etc. Elevation of the floor of the lowest living area and the elevation of the original and finished grade at each corner of the structure must be included.

D. Site Preparation:

Limited clearing may be approved for site preparation in accordance with tree removal guidelines. Except in the areas approved by the Review Committee for construction of buildings and other improvement, alteration of the existing grade is not allowed. All property lot lines are to be string-lined after the surveyor has established the property pins or the pins have been found. Failure to do so can result in an inspection not being approved.

The preservation of trees should be emphasized when designing and laying out the home. It is requested that all flowering trees be allowed to remain wherever possible. To protect trees, it

is suggested a "drip line" be created which consists of a fence or other identifying barrier be erected around the tree. This "line" should follow the outermost branches of the tree as much as possible.

E. Rules and Regulations for Construction:

1. Dump truck and other vehicles transporting sand, gravel, top soil, fill, and any other material must be covered at all times. Any exposed load will result in a Stop Work Order being issued to the contractor/property Owner.
2. All Lots approved for construction must be maintained in a professional workmanlike manner, with all debris and trash confined to a trash receptacle of suitable size to accommodate the amount of rubbish for the Lot. An excessive amount of trash and debris left on a Lot for a period of seven (7) days shall be subject to a Stop Work Order.
3. Littering: Any driver, operator, or worker will be prosecuted to the fullest extent of the law for littering within Beacon Pointe.
4. All fires for the removal of trash and debris shall be attended to at all times, with appropriate means of extinguishing immediately available. All controlled burns must be approved by the Lake Ozark Fire Protection District's Fire Marshall and advance notice of such burns given to the Board.
5. No fill, top soil, sand, gravel, or other materials shall be placed on the road, road right-of-way, common area, or adjoining property at any time without express permission from all affected parties. Failure to comply may result in a Stop Work Order being issued.
6. All construction equipment shall be parked on the Lot where construction is in process and not impede traffic flow nor create a hazard for driving. Temporarily blocking one lane of traffic (i.e., delivering concrete, unloading and loading), shall be adequately identified for oncoming traffic as a hazard ahead, with time limits for each vehicle not to exceed one (1) hour. The roads or road right-of-way for Beacon Pointe may not be used for storage or staging of construction materials.
7. Washing out of cement trucks shall not occur in the road right-of-ways, ditches, or adjoining property or anywhere within Beacon Pointe except on the Owner's property in a manner which will be unseen after construction is completed. Failure to properly dispose of washout may result in the contractor and/or property Owner being subject to a Stop Work Order. The cost for removing washout improperly dumped within Beacon Pointe will be borne by the contractor or property Owner, as determined by the Board or its designated representative.
8. Individual sewage and personal sanitary facilities will be on all Lots during all phases of residential home construction.

9. Any damage to adjoining property, roads, ditch lines, or common areas may subject any construction to a Stop Work Order until the restoration is completed in a manner satisfactory to the Review Committee or its designated representative.
10. Changes during the course of construction must be submitted prior to commencing with said changes. Failure to do so may result in the Review Committee taking appropriate action including a Stop Work Order.
11. A minimum twenty-four (24) hour advance notice is mandatory to schedule all inspections by the Review Committee or its representative. This does not infer the inspection will be completed within the twenty-four (24) hour notice time. All property pins are to be identified by means of a string-line to facilitate inspections. All property identification lines are to be left intact during the entire course of construction. It is the contractor's or property Owner's responsibility to inquire as to the status of the inspection. No concrete may be poured until verification has been given to the contractor or property Owner that the inspection has been completed.
12. All utility trenches will be back filled and cables buried.
13. Property pins intact.
14. The permit issued by the Review Committee must be conspicuously displayed on the Lot.

F. Variances:

A reasonable variance may be granted at the discretion of the Review Committee from the documented provisions of the Amended and Restated Declaration when in the Review Committee's opinion the granting thereof will not be materially detrimental or injurious to the Owners of other Lots.

G. Trash Enclosures:

Any improved home site developed in Beacon Pointe must store their trash container inside their residence/garage and may only place trash container(s) outside for a 24-hour period that begins the night before trash pickup. Owners must store their trash container inside their residence/garage for the remainder of the time or erect and maintain a trash enclosure meeting the design set by the Board at the roadside or adjacent to the residence/garage. Trash enclosures shall meet the specifications set by the Board and be located in such a manner as to minimize its visual impact. The Review Committee may require visual screening in the form of landscaping or other provisions so as to protect the visual integrity of the site from the road. Trash enclosures approved by the Board prior to the Amended and Restated Declaration will be grandfathered in until such time they need to be repaired or replaced.

In the event the occupants/Owners of said improved home site do not subscribe to a trash pickup service, then such occupants or Owners shall not place trash containers in public view for any reason.

H. Landscape:

Site plans presented to the Review Committee must include a landscape plan for all homes being built. Landscape plans must depict trees and bushes that will be planted, and any above ground structures or grade elevations which will be added. Features to be shown include, but are not limited to, retaining walls, fountains, gazebos, flag poles, light standards, sidewalks, and flumes. Property Owners are reminded that landscape maintenance is required in the Amended and Restated Declaration of Beacon Pointe.

I. Driveways & Culvert:

Plans must be submitted depicting driveway location with dimensions; culvert location and size; and existing finish grade elevations of driveway. Hard surface driveways are required for all homes.

All surface runoff must be confined to the limits of the Lot unless running directly into a natural drainage ditch, and appropriate and efficient methods of diverting the runoff must be included. Should a berm be utilized to support the driveway, the berm must be confined entirely to the boundaries of the Lot. The driveway may not be supported by a retaining wall or similar structure where it encroaches into the side yard setback. Curbing must not exceed six (6) inches in height above grade level. The driveway pavement must be the same elevation as the existing pavement of the road at the point of juncture.

Culverts are mandatory if there is an existing drainage ditch. Culverts are to be a minimum diameter of fifteen inches (15), and be of corrugated metal pipe or concrete. It is the responsibility of the Owner of record to maintain the culvert servicing the driveway to the residence, even though the culvert is within the road right-of-way.

J. Fences:

Plans must be submitted depicting location, dimensions, and type of fence proposed. No fence may be placed directly on a common lot line. Preferably all fences are to be within the building setback lines. If the purpose of the fence is for pet confinement, it is encouraged that electronic or "invisible fences" are installed. Privacy fences are not allowed. Decorative fences, rock wing walls, etc., which are primarily for landscaping or cosmetic purposes, must also be within the setback lines (unless a variance is approved by the Review Committee) and not located within the road right-of-way. Light posts of stone or brick must be low-profile and positioned using the same guidelines as decorative fences. Maintenance of such structures is the responsibility of the Owner of record.

K. Decks and Deck Railing:

The Review Committee has the authority to allow a deck to be located within the rear yard setback. To minimize the extent of the encroachment all other possible means of relocating the structure within the building setback lines and maintaining a minimum deck size must have been exhausted prior to requesting the Review Committee allow an encroachment. Enclosing decks within the rear yard setback is strictly prohibited. Enclosing under the decks may be considered.

All walking platforms including decks, above grade elevation, and as stipulated must be protected by a railing of some fashion. All construction details for railings must be submitted to the Review Committee for approval.

L. Swimming Pools:

All pools must be submitted on a site plan, with a cross-section noting elevations attached. The pool may be located within the rear yard setback with the approval of the Review Committee. The pool may not be located within the side yard setback, nor may any appurtenances thereof (i.e., pump house, deck, retaining walls, etc.). All decking, retaining walls, railings, etc. must be submitted to the Review Committee in accurate detail. Drainage of the pool may be discharged into the Lake of the Ozarks. A discharge permit is required by the Missouri Department of Natural Resources. Pool discharge may not be drained into the sanitary sewer system.

M. Signs:

The following signs are permitted on the property:

1. A builder sign not to exceed a total dimension of 24" x 24" which shall be allowed to be posted only for the duration of the initial building permit.
2. If applicable, a "for sale" sign meeting the criteria and specifications supplied by the Review Committee. This sign shall be removed upon transfer of the title to the house.
3. If applicable, an "open house" sign not to exceed 24" x 24" on its own post. This sign may be displayed only while the house is attended and held open.

All signs will be of a professional quality and may not be casually painted or printed. Signs are not permitted on any trees or other vegetation.

Signs which do not meet the above criteria, or which are, in the opinion of the Review Committee, not of the quality of Beacon Pointe shall be removed.

N. Fuel Storage Tanks:

1. Above Ground Storage:

Appropriate screening of any and all fuel storage tanks must be submitted to the Review Committee for review. The fuel storage tank must be screened so as to not be visible from any road, common area, or lake. This may be accomplished by physical enclosures, plantings, or berms.

2. Underground Storage

The designated utility corridors or setback easements are not to be utilized for the flow line or underground tank burial. The tank and all appurtenances shall be in accordance with the Lake Ozark Fire Protection District's regulations and approved by the District's Fire Marshall.

II. REVIEW PROCESS

A. Review Committee Decision:

Notice of the Review Committee's decision regarding approval or disapproval of plans will be sent to the applicant and Owner of record within thirty (30) days following submittal. Should plans be disapproved for any reason, the Review Committee shall provide an explanation for such disapproval.

B. Outdoor Burning:

The burning of trash, brush and unwanted building materials is allowed provided the Lake Ozark Fire Protection District has been notified and approved the burn. If during construction, the Review Committee must also approve any such burning, the Owner and/or contractor must provide the lot number, street address, and contractor at the time the burn request is made. **All fires must be attended to at all times, with adequate arrangements for immediately extinguishing the fire provided.** Any unattended fire is prohibited and may be subject to actions of the Review Committee and/or the fire district.

C. Dredging and Work below 662 Contour:

Should you desire to dredge below the 662 contour to allow more water depth for a dock or to improve the water frontage, it will be necessary that the Corps of Engineers issue a permit prior to review by the Review Committee. To contact the Corps of Engineers, write 700 Federal Building, 601 East 12th Street, Kansas City, MO 64106-2896, ATTN: MRKOD-P.

It is **MANDATORY** that Ameren UE approve all improvements lakeward of the 662 contour elevation, pursuant to their Federal license to regulate Bagnell Dam. You may contact Ameren UE, Real Estate Department at P.O. Box 66149, Code 700, St. Louis, MO 63166-6149 to obtain a copy of the application for Ameren UE and/or the Corps of Engineers must be forwarded to the Review Committee. Upon approval, a copy should be forwarded to the Review Committee for inclusion in the lot file.

A damage deposit will be required if the excavated material is to be removed from the site by land. If removed by barge, no damage deposit is necessary. A permit for the work must be obtained by the Review Committee, as will all improvements.

III. INSPECTION PROCEDURES

A. Overview:

During the construction process, the Review Committee will need to make inspections from time to time of the construction. Prior to the commencement of any construction project or the removal of any trees, there shall be a pre-construction inspection. Prior to the preconstruction inspection, the applicant will cause the property corner pins to be string-lined and all building corners and the outside dimensions of all improvements to be staked on the site so that the Review Committee or its representative can easily determine whether or not any part of the improvements will encroach on the building setback lines. The applicant will give three (3) days prior written notice to the Review Committee of its request for a pre-construction inspection and the Review Committee or its representative will attempt to accommodate the applicant's inspection request. The Review Committee or its representative may from time to time inspect the improvements to verify compliance with the approved plans and specifications and at any time the applicant or its contractor is uncertain as to whether improvements being made on the property are in compliance, can request an inspection by the Review Committee or its representative by giving twenty-four (24) hours' notice.

All inspections are to be scheduled during weekdays, except for holidays, unless otherwise agreed to by the Review Committee or its representative. Failure to allow sufficient time for scheduling the inspections may result in a delay of construction time. If possible, inspections will be completed so that delays do not occur. In the event a second inspection should be requested to avoid encroachment onto setback lines and the possibility of a requirement to remove such work. No work shall continue until said inspection has been approved. If disapproved, construction must cease until the inspection has been approved.

B. Right of Entry:

The Review Committee or its representatives has the right to enter any Lot or tract at any reasonable time for the purpose of inspection, maintenance and repair of any part of the sewage treatment system, or for the purpose of inspecting for possible violation of the provisions of Beacon Pointe restrictive covenants or other rules and guidelines contained in this manual. The right of entry is granted to the Board and its authorized representatives, its successors and representatives, and the representatives of any person, firm, corporation, municipality or public agency contracting or otherwise acting with or for the Review Committee to provide security operation, maintenance or monitoring service.

C. Footing Inspections:

A footing inspection will be done to ensure that the construction is being performed as submitted to the Review Committee. No structural review will be inferred. Location will be the

only criterion used in footing inspections. No concrete may be poured at any time without prior approval. Failure to comply will be a violation of the building guidelines set forth for the development. All excavation is to be completed and forms correctly placed prior to requesting said inspection. The Review Committee may request a survey by a registered land surveyor of the State of Missouri to survey the foundation prior to pouring concrete. A copy of the survey must be submitted for approval to be granted. No framing may begin until a copy of the certified foundation survey is received and approved by the Review Committee.

D. Final Inspection:

A final inspection will be completed at the time of construction completion of the approved plans, with results made available to the applicant. Additional inspections may be necessary after the final inspection is completed to determine whether any deficiencies are found upon the final inspection have been properly completed.

E. Corrective Action:

Failure to comply with the above rules and regulations may result in a course of action deemed necessary by the Review Committee to correct the violation as provided in the restrictive covenants. In the event a Stop Work Order is posted, all construction activity shall cease until the corrective action is completed, inspected and approved by the Review Committee.

IV. CONSTRUCTION ACTIVITY

All construction and equipment must be confined to the limits of the Lot that has been approved for construction. No brush, dirt, fill, equipment, building materials, or other materials may be stored on an adjacent Lot, common area, or any road during the improvement process. All trash and debris must be disposed of in a proper receptacle. All work is to be done in a professional manner and the site cleaned up after each day's work. It is mandatory that temporary sewage facilities (i.e., portable toilet facilities) be available on the construction site during the course of construction of a new residential structure.

V. COMMON AREAS

Areas designated as common, community, or access on the plat or plats recorded in Miller County, Missouri are to remain in a natural state and are maintained by the Association. These areas have been set aside for drainage, future common improvements or amenities, sanctuary for wildlife and to maintain the woodland characteristics of the development. It is not permissible to make any improvement to these areas. Clearing the underbrush, grading, graveling, or any other alteration is prohibited unless approval is received by the Review Committee. Removal of any trees is also prohibited. Trees that have fallen or rotted may be removed only if there is a potential danger to existing structures and prior approval by the Review Committee has been obtained. There are no permanent structures to be erected on any common area, including, but not limited to, walkways, paths, retaining walls etc. without prior written consent of the Review Committee. All improvements will be of natural materials, walkways are to be serpentine in design, and no trees are to be removed unless approved by the Review Committee.

VI. TREES

A. The Review Committee and its representatives will review tree removal requests in a manner which takes the entire development into consideration, not just the individual Lot.

B. Tree removal is discouraged before actual development on a Lot. Removal before construction shall be limited to these trees which are diseased or in danger of failing and damaging property. All trees over five feet in height which are to be removed shall be pre-marked and pre-removal review will then be made by the Review Committee and only those trees marked in the same fashion as set forth in Section "C" below. Removal of any trees is prohibited without the approval of the Review Committee.

C. At the time of construction all trees over five feet in height which are to be removed shall be marked with a ribbon for inspection the Review Committee. Upon inspection by the Review Committee or its authorized representative, all trees approved for removal shall be marked with orange industrial marking in a location on the tree clearly visible from the street at the time of such inspection.

D. Trees to be removed should be limited to those trees located in footprints of construction, diseased trees, dead trees, and deformed trees.

E. Some thinning of trees may be allowed. Priority for preservation will be given to flowering trees and rare trees. Removal of diseased trees is encouraged. A diseased tree is defined as one infested with fatal and incurable viruses and blights. Normal infestation with insect or nonfatal viruses and blights will not be a cause for removal.

F. Following construction, tree removal will be discouraged except for diseased or dead trees. Other tree removal will be limited only to those where a plan for tree replacement is included in the application and is approved by the Review Committee.

G. Tree removal due to severe wind or lightening damage will be exempt.

H. Tree removal during periods of dormancy is discouraged. It will be assumed the tree is alive and not to be removed unless it is obviously dead or severely damaged by natural events.

I. The property Owner will assume all responsibility for the removal of trees from their property. The property Owner will pay all fees and fines and will be responsible for proper cleanup of any trees on their Lot which are cut or which fall over.

J. If trees are removed without a permit, the Review Committee may at its sole discretion require the property Owner to replace any trees removed immediately with a nursery grade replacement.

K. Any tree removed without a permit will be considered to have been alive and healthy in determining rules for fees and replacement requirements. Any tree with a stump diameter of one inch or larger will be assumed to have been five feet in height.

L. All trees, brush, limbs, or other debris consequent to clearing or removal shall be disposed of in an acceptable manner. Acceptable methods are burning (with permit from the fire protection district and the Review Committee) chipping and mulching, or carrying off site to a location where permission to dispose has been obtained. If burned, all fires must be attended at all times with adequate arrangements for immediately extinguishing the fire. Failure to dispose of the cut material will be treated as a violation of the restrictive covenants which if not corrected after notice by the Review Committee, could result in the Review Committee removing such cut material at the expense of the property Owner.

VII LAKEWARD IMPROVEMENTS

A. Overview:

All docks, seawalls, swim platforms, piers, or similar structures lakeward of the 662 contour elevation must be approved by the Review Committee prior to construction, as outlined, and all appropriate permits from Ameren UE and Army Corps of Engineers must be obtained.

B. Docks:

Placements must be confined to the limits of the extended side lot lines lakeward (some Lots have more restrictive limits on the plat). Projection of the lot lines will define the available area for the dock, swim platform, and anchorage. The Review Committee will review each request on a case-by-case basis. In order to accurately assess the request, the Review Committee requires the submission of a cove plan depicting the location of docks on the adjacent Lots, the distance between the existing docks and the proposed dock, the distance across the cove must be included with the application. A copy of Ameren UE's completed application must be included with the submittal. The Review Committee will generally follow the guidelines in effect for Ameren UE. If a possibility exists that the dock may encroach over the extended lot lines, the Review Committee may require that the property Owner provide a survey by a registered surveyor in the State of Missouri to verify the dock's location within the lot lines projected Lakeward. The Applicant is responsible for all surveying expenses. Low water conditions should be considered when determining dock placement and ramp length. Unhinging the dock and moving it lakeward during the winter months is not permissible unless the relocation is pre-approved by Ameren UE and the Review Committee. No docks are allowed on undeveloped Lots. Side panels, awnings, curtains or other appurtenances which restrict views are not allowed on any dock.

Only those Lots with a classification as "Waterfront" or "WF" are entitled to the waterfront privileges such as a dock, seawall, etc. All other docks of any nature are prohibited excepting only docks installed on common areas owned by the Association for use by Lot Owners within the subdivision. Said common docks shall be the property of the Association and shall be leased only to Lot Owners upon such terms and conditions as the Board may from time to time establish. Said common docks shall be constructed and installed in accordance with the conditions

and specifications established by the Review Committee. No boat ramp may be constructed on any property without the approval of the Review Committee.

C. Seawalls:

Plans depicting the location and dimensions of the proposed seawall must be submitted and approved by the Review Committee and Ameren UE prior to construction. The footing may not extend lakeward below the 658.5 contour elevation, without Army Corps of Engineers approval. Should circumstances exist where the structure would be in violation of the 658.5 contour elevation, approval from the above agencies must accompany the request to the Review Committee. No footing may be poured until approval has been obtained. A cross section must be submitted noting the elevation of the footing and top of wall along with a site plan depicting the exact aerial location. Seawalls are to be installed as to blend as much as possible with preexisting walls and the Review Committee may require identical seawalls where it deems appropriate to maintain visual aesthetics from the lake. If a seawall already exists abutting the property in question, any subsequent seawalls are to match that wall in elevation and possibly design unless a special permit would be necessary. Footings for a sea wall may be checked by the Review Committee for accuracy to submitted plan. The installer is responsible for contacting the Review Committee prior to pouring of the seawall. The installer must provide the Review Committee with 24 hours' notice for footing inspections.

D. Decks on Seawalls:

If a proposed deck will extend Lakeward over the seawall, it is necessary to obtain a setback variance from the Review Committee and obtain approval from the U.S. Corps of Engineers and any other applicable authority. Construction details must be provided along with the appropriate side profile elevations.

VIII UTILITIES

A. Central Water and Sewer Systems:

Water and sewer service is provided by the City of Lake Ozark. Application for water and sewer connections shall be made to the City of Lake Ozark.

The central sewer system at Beacon Pointe is a pressurized sewer system and the property Owner will, at his or her cost, be required to put in a grinder pump and sewage sump pit at the time of construction of their home using a system specified by the City of Lake Ozark. The City of Lake Ozark can provide you with the details and specifications for the sewage grinder pump and pits. Once the sewer system is installed and completed, maintenance of the grinder pump shall become the responsibility of the City of Lake Ozark.

IV. COVENANTS RUNNING WITH THE LAND

The provisions of these Construction Guidelines and Approval Procedures shall affect and run with the land and shall be binding upon all properties described in the Amended and Restated

Declaration or any amendments thereto. These Construction Guidelines can be amended at any time by a majority vote of the Board of the Association; or at the request of sixty-seven percent (67%) of the Owners of property in Beacon Pointe in the manner required to effect such an amendment, as outlined in the Amended and Restated Declaration, or any amendments thereto; or by the affirmative majority vote of the Board of the Association.

VI. PROPERTY

The property covered by these guidelines is all that Land property encompassed within the Amended and Restated Declaration, which is incorporated therein by reference. Additional property may be made subject to the Indentures and Construction Guidelines upon designation by the Board of Directors of the Association in the manner established in said Amended and Restated Declaration.