

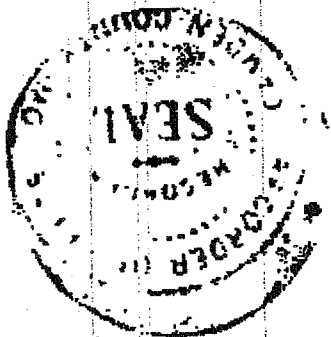
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DAVID E. SKELLING
CANDLER COUNTY
RECORDER OF DEEDS

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PSS. 2342

DEPUTY D. Kinney



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Title of Document: Third Amendment to First Amended and Restated Declaration of Protective Covenants for the Villages of Shawnee Bend

Date of Document: April 19, 2006

Grantor: Shawnee Bend Development Co., L.L.C.

Grantee(s): The Villages of Shawnee Bend Property Owners' Association

Grantor's Mailing Address: P.O. Box 1329
Lake Ozark, Missouri 65049

Grantee's Mailing Address: P.O. Box 1329
Lake Ozark, Missouri 65049

Legal Description: See Page 1

Reference Book and Page: Book 554, Page 189

622
803

**Third Amendment
to
First Amended and Restated Declaration of Protective Covenants
for
The Villages at Shawnee Bend**

KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS SHAWNEE BEND DEVELOPMENT CO., L.L.C. (hereinafter referred to as "Grantor"), is the Developer of certain lands situated in the County of Camden, State of Missouri, and known as The Villages at Shawnee Bend hereinafter referred to as the "Land" or "The Villages";

WHEREAS, the initial plat of the Villages was Stonebridge Village Subdivision, recorded in the Office of the Recorder of Deeds of Camden County, Missouri on the 1st day of December, 1997, in Book 59, at Pages 7A through 7E, and amended by plat filed on the 13th day of May, 1998, in Book 50, Pages 43A through 43D;

WHEREAS, the Grantor filed in connection therewith, a certain Declaration of Protective Covenants for The Villages at Shawnee Bend (hereafter referred to as "Indentures") executed on the 24th day of November, 1997, and recorded on the 1st day of December, 1997, in Book 451, at Page 186 in the Records of Camden County, Missouri, as stated aforesaid;

WHEREAS, the Grantor filed in connection therewith, a certain First Amended and Restated Declaration of Protective Covenants, the Grantor filed in connection therewith, a certain Declaration of Protective Covenants for the Villages at Shawnee Bend (hereafter referred to as "Restatement of Indentures"), executed on the 2nd day of February, 2001, and recorded on the 20th day of August, 1998, at Book 0454, Page 0985 in the Records of Camden County, Missouri;

WHEREAS, Grantor filed in connection therewith a certain First Amendment to First Amended Restatement of Indentures, executed on the 19th day of December and recorded on the 27th day of December, 2001, at Book 0526, Page 0835 in the Records of Camden County, Missouri;

WHEREAS, Grantor filed in connection therewith a certain Second Amendment to First Amended and Restated Declaration of Protective Covenants executed on the 11th day of February, 2003, and recorded at Book 554, at Page 189 in the Records of Camden County, Missouri;

WHEREAS, subsequent plats have been recorded for Stonebridge Village Addition in the Records of Camden County, Missouri, as stated aforesaid, on the 20th day of August, 1998, in Book 61, Pages 5A through 5B; and for Woodhaven Village Subdivision, in the Records of Camden County, Missouri, as stated aforesaid, on the 20th day of August, 1998, in Book 61, Pages 6A through 6D; and for Woodhaven Village first Addition, in the Records of Camden County, Missouri, as stated aforesaid, on the 20th day of August, 1998, in Book 61, Pages 7A through 7B; for Forestridge Village Subdivision, in the Records of Camden County, Missouri, as

Stated aforesaid, in Book 62, Pages 48A through 48F, and all of said plats have been made subject to the aforementioned Declaration of Protective Covenants for The Villages at Shawnee Bend;

WHEREAS, by Section VIII (A) of said Restatement of Indentures, Grantor may amend said Restatement of Indentures so long as said Grantor, its successors or assigns, own at least ten percent (10%) of the Land then subject to said Amendment of Indentures;

WHEREAS, Grantor owns at least ten percent (10%) of the Land subject to said Indentures; and

NOW THEREFORE, be it known that Grantor preserves the previous Amendments and Restatements of Indentures, and hereby further amends said Restatement of Indentures and the Construction Guidelines and Approval Procedures attached thereto as Exhibit C only as follows:

Paragraph I Section V of the Indentures is deleted in its entirety and the following is inserted in substitution therefore:

- I. 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). The boundary between the enlarged lot (s) shall constitute the new back and side lines for the purpose of the Protective Covenants.
 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 in the execution of a subdivision plat, setting forth the new boundary of the enlarged lots approved in writing by the President of the Owners Association and which is recorded in the Office of the Recorder of Deeds, Camden County, Missouri.
 3. Two adjoining lots may be combined with the approval of the President of the POA Board for the purpose of creating more open spaces and less density within The Villages. The lot resulting from any such combination shall not be required to pay a double assessment. Any combined lots shall not thereafter be subject to partition or subdivision without the prior written approval of the Board of Directors. Following any re-subdivision of the lot, payments of all past assessments and interests that would have been due if the lots had not been combined must be paid.

Section V of the Indentures shall be amended by addition of the following section:

K. FORESTRIDGE VILLAGE LOTS.

Lots 167 through 212 inclusive will be within the gated community known as Forestridge Village. The Board shall establish an additional assessment to be levied on such lots for the maintenance, repair and reconstruction of the gate and ancillary equipment and costs to be levied, collected and enforced in the same manner as for regular assessments set forth in this Declaration.

Paragraph 4, Section C of Article I of the Construction Guidelines and Approval Procedures is deleted in its entirety and the following is inserted in substitution therefore:

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 Estate Lots:	(WE)	2,200 square feet
Interior Estate Lots:	(IE)	2,000 square feet
Waterfront Lots:	(WF)	1,800 square feet
Limited Waterfront Lots:	(LWF)	1,800 square feet
Interior Lots:	(I)	1,600 square feet
Other Lots:	(O)	to be determined by Board

Notwithstanding the foregoing, for (i) all Lots located in East Lake Village, (ii) Lots 244 through 225 in Brookhaven and (iii) Lots 317 through 341 in Ferncrest, the minimum square footage for Waterfront Estate Lots shall be 3,200 square feet and for Interior Lots shall be 2,000 square feet.

Section K of Article I of the Construction Guidelines and Approval Procedures shall be amended by deletion of the same in its entirety and the following inserted in substitution therefore:

K. 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 be positioned using

the same guidelines as decorative fences. Maintenance of such structures is the responsibility of the owner of record.

If perimeter fence is approved by the Review Committee, it must be black wrought iron or aluminum with a black wrought iron appearance. The fence must be set on the side setback line unless the owner of the lot upon which such fence is being constructed has received the written consent of the owner of the property immediately adjacent to the proposed location of the fence.

Section O of Article I of the Construction Guidelines and Approval Procedures is deleted in its entirety and the following is inserted in substitution therefore:

O. SIGNS:

1. General Prohibition:

Other than to the extent hereunder specifically permitted, no sign or any other form of advertisement shall be erected, attached to, posted or displayed at, or upon any lot or improvement located within The Villages at Shawnee Bend. In the event any such sign or other form of advertisement is placed at or upon any property located within The Villages, the Association shall have the right at any time, through its agents and employees, to remove such material and the cost of removal shall be assessed against the owner of the lot upon which such material is located, or the owner of the lot which is the subject of such material, whichever is applicable. This general prohibition shall include, but not be limited to the following:

1. No sign or any other form of advertisement will be placed on any lot or on public property or a private right-of-way located within The Villages at Shawnee Bend.
2. No twirlers, flags, ribbons, streamers, balloons or other paraphernalia shall be attached to any sign, vegetation or improvement located within The Villages at Shawnee Bend when used in conjunction with an attempt to advertise a lot or improved lot for sale or lease.

2. Specific Exceptions:

Notwithstanding the general prohibitions set forth above, the following signs are permitted:

1. The lot number sign provided by the Developer. The building permit shall be affixed to this sign below the lot number.

2. A sign listing the builder and builder's telephone number and designating the house as being "for sale" may be affixed on the lot number sign pole, immediately below the lot number sign. This builder sign shall not exceed a total dimension of 24" x 24" and shall be allowed to be posted only for the duration of the initial building permit.

3. If applicable, an "open house" sign not to exceed 24" x 24" on its own post, which is either a sign the POA has made in The Villages' colors of cream and forest green with The Villages sunburst logo, or a sign obtained by the Realtor as long as it meets the specifications set forth in this paragraph. In addition, two directional arrow signs may be used. If a Realtor is using a sign owned by the Property Owners' Association, it must check the sign out on the day of the open house and return the sign by the end of the day. If a Realtor is using its own sign, the Realtor must notify the POA of the open house no later than the day it intends to have the house open. All open house signs placed at the entrance to The Villages are to be placed there only by The Villages' staff.

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 The Villages at Shawnee Bend, will be removed.

Article I of the Construction Guidelines and Approval Procedures is hereby modified by addition of the following section Q at the end of the Article:

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Q. Exterior Materials.

The exterior materials used on residences located within East Lake Village and on Lots 244 through 225 Brookhaven shall be either a quality siding approved by the Architectural Review Board, or stone, stucco, drivit, cedar and redwood lap siding, or brick. Vinyl or cement board will be considered for approval by the Architectural Review Board only if it is used as a very small architectural element.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed as of the day and year referenced below.

Shawnee Bend Development Co., L.L.C.

By: *Thomas H. Biggs*
Thomas H. Biggs, as Authorized Agent

STATE OF MISSOURI)
)ss.
COUNTY OF CAMDEN)

On this 19th day of April, 2006, before me did appear Thomas H. Biggs, to me personally known, who being by me duly sworn did say that he is the Authorized Agent of Shawnee Bend Development Co., L.L.C., a Missouri limited liability company, and that said instrument was signed on behalf of said company by authority of its Members and said Thomas H. Biggs acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in OSAGE BEACH, MISSOURI the day and year last above written.

Paul R. Curran
Notary Public
PAUL R. CURRAN

My commission expires: 2-2-2009

