
**Seventh Amendment to the
First Amended and Restated Declaration of Protective Covenants
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") and

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 59, Pages 43A through 43D; and

WHEREAS the Grantor filed in connection therewith a certain Declaration of Protective Covenants for The Villages at Shawnee Bend 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; and

WHEREAS the Grantor filed in connection therewith a certain First Amended and Restated Declaration of Protective Covenants for The Villages of Shawnee Bend executed on the 20th day of August 1998 and recorded on the 20th day of August 1998 at Book 0454, Page 985 in the Records of Camden County, Missouri; and

WHEREAS the Grantor filed in connection therewith a certain First Amendment to First Amended and Restated declaration of Protective Covenants for The Villages of Shawnee Bend executed on the 19th day of December 2001 and recorded on the 27th day of December 2001 at Book 0526, Page 0835 in the Records of Camden County, Missouri; and

WHEREAS the Grantor filed in connection therewith a certain Second Amendment to First Amended and Restated Declaration of Protective Covenants for The Villages of Shawnee Bend executed on the 11th day of February 2003 and recorded on the 18th day of March 2003 at Book 0554, Page 0189 in the Records of Camden County, Missouri; and

WHEREAS the Grantor filed in connection therewith a Third Amendment to the First Amended and Restated Declaration of Protective Covenants for The Villages of Shawnee Bend executed on the 19th day of April 2006 and recorded on the 20th day of April 2006 at Book 622, Page 803 in the Records of Camden County, Missouri; and

WHEREAS the Grantor filed in connection therewith a Fourth Amendment to the First Amended and Restated Declaration of Protective Covenants for The Villages of Shawnee Bend executed on the 11th day of July 2012 and recorded on the 17th day of July 2012 at Book 724, Page 874 in the Records of Camden County, Missouri; and

WHEREAS the Grantor filed in connection therewith a Fifth Amendment to the First Amended and Restated Declaration of Protective Covenants for The Villages of Shawnee Bend executed on the 11th day of April 2013 and recorded on the 22nd day of April 2013 at Book 736, Page 221 in the Records of Camden County, Missouri; and

WHEREAS the Grantor filed in connection therewith a Sixth Amendment to the First Amended and Restated Declaration of Protective Covenants for The Villages of Shawnee Bend executed on the 14th day of May, 2021 and recorded on the 18th day of May 2021 at Book 853, Page 305 in the Records of Camden County, Missouri; and

WHEREAS subsequent plats have been recorded for Stonebridge Village Addition in Book 61, Pages 5A through 5B, for Woodhaven Village Subdivision in Book 61, Pages 6A through 6D, for Woodhaven Village First Addition in Book 61, Pages 7A through 7B, for Forestridge Village Subdivision in Book 62, Page 48A through 48F, East Lake Village in Book 98, Page 11, East Lake Village 1st Addition in Book 104, Page 50, Villages at Shawnee Bend Phase 6 in Book 108, Page 36, and West Lake Village in Book 158, Page 45, all filed of record in the Office of the Recorder of Deeds for Camden County, Missouri, and all of said plats have been made subject to the aforementioned Declaration of Protective Covenants for The Villages at Shawnee Bend; and

WHEREAS, the Villages at Shawnee Bend Property Owners' Association, Inc. is a Missouri not-for-profit corporation bearing Charter No. N00059103; and

WHEREAS by Section VIII(A) of said Declaration of Protective Covenants for The Villages of Shawnee Bend the Grantor granted the right to alter, amend, extend, supplement, add to or terminate all or part of the Declaration to The Villages at Shawnee Bend Board of Trustees; and

WHEREAS the Board of Trustees of Villages at Shawnee Bend Property Owners' Association, Inc. has determined and by majority vote approved certain amendments to said Indentures; and

NOW THEREFORE be it known Board of Trustees does hereby amend the Declaration of Protective Covenants for The Villages of Shawnee Bend as follows:

1. Article V, Section A entitled "USES" is amended by adding paragraphs 6, 7 and 8 which shall read as follows:

6. Fireworks; Penalties for Violations.

- a. The discharge or display of Fireworks is expressly prohibited on all lots and common areas subject to this Declaration.
- b. Any Owner who violates the above prohibition shall be subject to the assessment of a fine by the Association in an amount of not more than One Thousand Dollars (\$1,000.00) for each firework which is discharged or displayed.
- c. Said assessment(s) shall be payable immediately upon demand by the Association and if not paid within ten (10) days of such demand shall bear interest at the rate of eighteen percent (18%) per annum, compounded monthly from the date of demand.
- d. In the event that said assessment is not paid within thirty (30) days of the date of demand the association may place the collection of the same in the hands of an attorney licensed to practice law in the State of Missouri in which event all attorney's fees incurred in the collection of said assessment shall be paid by the Owner of said Lot in addition to the amount of the assessment and any interest due thereon.

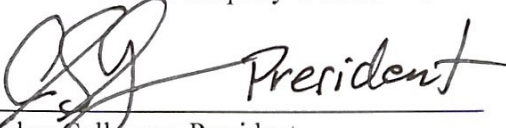
7. Injunctive Relief. The Association shall also be entitled to a temporary restraining order and injunctive relief to prohibit violations of the above prohibition of fireworks. In the event that a civil action to enjoin such violations is brought by the Association, no bond shall be required of the Association and the Association shall be entitled to recover its costs and expenses of litigation in obtaining such injunctive relief including its attorney's fees, and the cost of the time expended by the officers and employees of the Association in prosecuting such civil action.

8. Access to Community Swimming Pools and Tennis Courts. Each property owner in good standing, together with their immediate family members and accompanied guest shall have access to the Community Swimming Pools and Tennis Courts owned by the Association. Each property owner in good standing shall be issued an electronic key fob to provide access to the Community Swimming Pools and Tennis Courts at no charge. Up to two (2) additional key fobs will be issued at a cost established from time to time by the Board of Trustees. All guests must be accompanied by the property owner or an immediate family member of the property owner or may be denied access to the Community Swimming Pools and Tennis Courts. A long term tenant of the property owner will be allowed access to the Community Swimming Pools and Tennis Courts if said tenant has been registered with the Association. Any unaccompanied guest or unregistered long term tenant will be denied access to or use of the Community Swimming Pools and Tennis Courts and any key fob found in their possession will be retained by the Association and access to the Community Swimming Pools and Tennis Courts will be denied for a period of one (1) year. The affected property owner may request a hearing by the Board of Trustees regarding reinstatement of access to the

Community Swimming Pools and Tennis Courts, or may pay a fine of one thousand dollars (\$1,000.00) in lieu of the one-year suspension.

IN WITNESS WHEREOF the undersigned has caused this Seventh Amendment to the First Amended and Restated Declaration of Protective Covenants to be executed this 13th day of October, 2023.

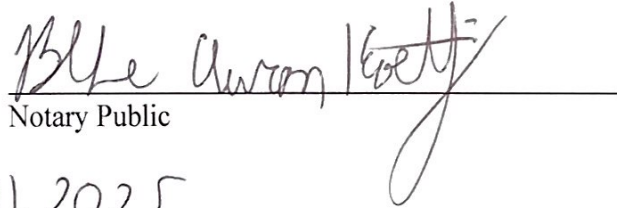
Villages at Shawnee Band Property Owners' Association, Inc.

By:  President
Christopher Galloway, President

STATE OF Missouri |
COUNTY OF Cole | ss.

On this 13 day of October, 2023 before me appeared Christopher Galloway to me personal known, who being by me duly sworn did state that he is the President of Villages at Shawnee Band Property Owners' Association, Inc., a Missouri not-for-profit corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and said Christopher Galloway acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the county and state referenced above the day and year last above written.


Notary Public

My commission expires: January 11, 2025

BLAKE AARON KOETTING
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Cole County
My Commission Expires: January 11, 2025
ID. #21701736