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Title of Document: Eighth Amendment to the First Amended and Restated Declaration of Protective Covenants of The Villages at Shawnee Bend

Date of Document: December 10, 2025

Grantor(s): Shawnee Bend Development Co., LLC
3121 Northeast 28th Avenue
Lighthouse Point, FL 33064

Grantee(s): Villages at Shawnee Bend

Legal Description: SEE LEGAL DESCRIPTION ON PAGE 2

Reference Book and Page(s): 59-7; 59-43; 451-186; 454-985; 526-835; 554-189;
622-803; 724-874; 736-221; 853-305; 892-943; 61-5;
61-6; 61-7; 62-48; 98-11; 104-50; 108-36; 158-45

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**Eighth Amendment to the
First Amended and Restated Declaration of Protective Covenants of
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 454, 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 526, Page 835 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 554, Page 189 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, the Villages at Shawnee Bend Property Owners' Association, Inc. filed in connection therewith a Seventh Amendment to the First Amended and Restated Declaration of Protective Covenants for The Villages of Shawnee Bend executed on the 13th day of October, 2023 and recorded on the 4th day of December, 2023 at Book 892, Page 943 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 by Section VIII(A) of said Declaration of Protective Covenants for The Villages of Shawnee Bend the Grantor retained the right to alter, amend, extend, supplement, add to or terminate all or part of the Declaration, so long as it owns at least ten per cent (10%) of the Land then subject to the Indentures; and

WHEREAS, the Grantor does now own at least ten per cent (10%) of the Land subject to the Indentures; and

WHEREAS, the Grantor is desirous of conveying certain land, parcels, and property subject to the Indentures to the Association for use as common ground or common area for the use of the benefit of all of the owners in the Villages, for no consideration; and

WHEREAS, the Grantor would not make said conveyance or conveyances if they would result in the loss, or potential loss, of its rights as the Grantor and developer of the Villages; and

WHEREAS, even after said anticipated conveyances, the Grantor would still retain ownership of more than ten per cent (10%) of the Land subject to the Indentures, and;

WHEREAS, the Grantor desires to maintain its rights under the Protective Covenants and the Indentures, and to continue to add property to the Indentures in accordance with its rights, and

to continue to control and maintain the Association for the benefit of all owners within the Villages;
and

WHEREAS, the Villages has grown in size, scope, and nature such that it has become difficult, unreasonable, and burdensome on the Grantor, the Association, and others to track and determine what percentage of the Land subject to the Indentures the Grantor now owns.

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

[Beginning of Amendments]

Section IV(A), which governs the Property Owners Association, is deleted in its entirety, and the following new Section IV(A) is enacted in its place:

A. MEMBERSHIP

1.) **There has been established The Villages at Shawnee Bend Property Owners Association (hereinafter the “Owners Association”), a not-for-profit corporation.**

2.) **Each owner of a Lot shall be a member of the Owners Association. The Board of Directors of the Owners Association shall consist of five (5) Directors, who shall serve without remuneration. The Board of Directors shall continue to consist of the same individuals that are currently serving on the Board at the time of this Amendment, and their Terms shall remain unchanged and as previously established by the Board, the Protective Covenants, and the Grantor.**

3.) **So long as the Grantor owns any property subject to the Protective Covenants, the Grantor shall have a special power to appoint, remove, or replace three (3) members of the Board, with or without cause. The remaining two (2) other members shall be elected by the Owners of Lots subject to these Indentures. When the Grantor no longer owns any property subject to the Protective Covenants, the three Board seats previously filled by appointment of the Grantor shall be elected by the Owners of Lots subject to these Protective Covenants and Indentures. The Grantor may, in its sole discretion, relinquish this special power of appointment by recording notice of such relinquishment in the Office of the Camden County Recorder of Deeds.**

Section VII, which governs addition of property to the Protective Covenants, is deleted in its entirety, and the following new Section VII is enacted in its place:

SECTION VII
ADDITIONS AND WITHDRAWALS OF LAND FROM PROTECTIVE
COVENANTS

A. Additions.

The Grantor, from time to time, shall have the right at any time before it has conveyed all of the Land then subject hereto to render other land also subject and subservient to these

Indentures in all respects if such land is contiguous, adjoining or adjacent to Land then subject to this instrument by executing, delivering to the Owners Association and recording in the Camden County Records a supplement to these Protective Indentures stating:

a) A description of the land to be added to the Land subject and subservient to these Indentures.

b) A statement that Grantor is the owner in fee simple of such land; or, in lieu thereof, all other persons, firms or corporations having an interest in such land to be added, shall join in such supplement.

c) A statement of any additional restrictions and burdens to which the land to be added shall be subjected, if any, and a statement of any restrictions, burdens and provisions of these Indentures which shall be applicable in modified form, if any. Following the execution, delivery and recording of such supplement, but subject to its terms, such land to be added and the then and future property owners thereof shall in all respects be fully subject to these Indentures and any modification thereof and all rights, privileges, obligations, duties, liabilities, responsibilities, burdens and restrictions, including the right to serve as an elected member of the Board of Directors and to the payment of assessments as though said land had originally been included in and subject to these Indentures.

B. Withdrawals.

The Grantor shall have a special power to withdraw any property from the Protective Covenants and Indentures with the written consent of the owner thereof. This special power of withdrawal may be applied even if the Grantor has conveyed the property to another and then re-acquired ownership of it. This special power of withdrawal shall be exercised by recording a notice of withdrawal with the Office of the Camden County Recorder of Deeds, executed by the Grantor and by any person, corporation, or entity that holds an ownership interest in the property. Upon withdrawal, the property shall no longer be subject to the Protective Covenants or Indentures or any amendments thereto nor subject to assessments by the Association in any way.

Section VIII(A), which governs duration and amendment of the Protective Covenants and Indentures, is deleted in its entirety, and the following new Section VIII(A) is hereby enacted in its place:

A. DURATION AND AMENDMENT OF INDENTURES.

Each of the 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 provided, so long as the Grantor is the Owner of any Land subject to these Protective Covenants and Indentures, the Grantor may by written declaration signed and acknowledged by it and recorded in the Office of the Camden County Recorder of Deeds, alter, amend extend, supplement, add to, or terminate such restrictions, conditions, covenants and Indentures. The Grantor may, in its sole discretion, relinquish this special power of amendment by recording notice of such relinquishment in the Office of the Camden County Recorder of Deeds.

Only after the end of the period described above during which the Grantor may amend the Protective Covenants and Indentures, the Owners, by a vote of two-thirds (2/3) of the cumulative voting rights of all the Lot Owners may, by written declaration signed and acknowledged by them and recorded in the Office of the Camden County Recorder of Deeds, alter, amend, extend, supplement, add to, or terminate such restrictions, conditions, covenants and Indentures.

Only after the end of the period described above during which the Grantor may amend the Protective Covenants and Indentures, the Board of Directors is granted the right and authority to alter, amend, extend, supplement, add to or terminate all or part of these Indentures, but only to the extent authorized by these Indentures or if required to comply with the rules of any government agency or law, whether federal, state or local.

The Grantor does hereby ratify, re-adopt, and confirm any prior amendments executed by itself, by the Association, or by the Board of Directors.

[End of Amendments]

All other portions of the Protective Covenants and Indentures not expressly modified herein shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned has caused this Eighth Amendment to the First Amended and Restated Declaration of Protective Covenants to be executed this 10th day of December, 2025.

Shawnee Bend Development Co., LLC,
A Missouri Limited Liability Company
Developer of the Villages

By:


Jonathan B. Biggs, Its Manager

STATE OF Florida)
) ss.
COUNTY OF collier)

On this 10th day of December in the year 2025, before me, a Notary Public, in and for said state, personally appeared Jonathan B. Biggs, Manager, Shawnee Bend Development Co., LLC, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

Paola Soriano

Notary Public
Print Name: Paola Soriano
My commission expires: 4/11/28

