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CAMELOT ESTATES ASSOCIATION



## AMENDMENT AND RESTATEMENT OF INDENTURES OF COVENANTS AND RESTRICTIONS OF CAMELOT ESTATES SUBDIVISION

WHEREAS, Cascade Development Corporation, a Missouri corporation, subdivided certain real estate known as Camelot Estates in Camden County, Missouri, and imposed certain covenants and restrictions thereon, all by plats and instruments duly recorded as follows, all references to book and page being to the records of the Office of the Recorder of Deeds for Camden County, Missouri, towit:

Camelot Estates, a subdivision, according to plat thereof recorded in Plat Book 12, Page 19, subject to covenants and restrictions recorded in Book 153, Page 997, as amended by instrument recorded in Book 160, Page 19;

Camelot Estates, Section Two, according to plat thereof recorded in Plat Book 12, Page 51, subject to covenants and restrictions recorded in Book 158, Page 113, as amended by instrument recorded in Book 160, Page 34;

Camelot Estates, Section Three, according to plat thereof recorded in Plat Book 12, Page 55, subject to covenants and restrictions recorded in Book 158, Page 308, as amended by instrument recorded in Book 160, Page 35;

Camelot Estates, Section Four, according to plat thereof recorded in Plat Book 13, Page 29, subject to covenants and restrictions recorded in Book 160, Page 50;

Camelot Estates, Section Five, according to plat thereof recorded in Plat Book 13, Page 30, subject to covenants and restrictions recorded in Book 160, Page 58;

Camelot Estates, Section Six, according to plat thereof recorded in Plat Book 13, Page 31, as amended by plat thereof recorded in Plat Book 17, Page 43, subject to covenants and restrictions recorded in Book 160, Page 67;

Camelot Estates, Section Seven, according to plat thereof recorded in Plat Book 13, Page 32, subject to covenants and restrictions recorded in Book 160, Page 92;

Camelot Estates, Section Eight, according to plat thereof recorded in Plat Book 15, Page 4, subject to covenants and restrictions recorded in Book 172, Page 712;

Camelot Estates, Section Nine, according to plat thereof recorded in Plat Book 15, Page 25, as amended by amended plat thereof recorded in Plat Book 15, Page 86, subject to covenants and restrictions recorded in Book 175, Page 203, as amended by instrument recorded in Book 177, page 526;

Camelot Estates, Section Ten, according to plat thereof recorded in Plat Book 15, Page 34, as amended by amended plat thereof recorded in Plat Book 15, Page 95, subject to covenants and restrictions recorded in Book 175, Page 204, as amended by instrument recorded in Book 177, Page 527;

Camelot Estates, Section Eleven, according to plat thereof recorded in Plat Book 20, Page 20, subject to covenants and restrictions recorded in Book 220, Page 829;

Camelot Estates, Section Twelve, according to the legal description in Agreement and attached Exhibit A recorded in Book 318, Page 46, and

WHEREAS, the foregoing covenants and restrictions for said plats (except for said plat of Camelot Estates Section Eleven and said agreement for Camelot Estates Section Twelve) were restated and in some respects amended by instrument recorded in Book 194, Page 568 in the Office of the Recorder of Deeds for Camden County, Missouri; and

WHEREAS, said instrument recorded in Book 194, Page 568 in the Office of the Recorder of Deeds for Camden County, Missouri was amended by instrument recorded in Book 198, Page 142 in the Office of the Recorder of Deeds for Camden County, Missouri; and

WHEREAS, said instrument recorded in Book 198, Page 142 in the Office of the Recorder of Deeds for Camden County, Missouri was amended by instrument recorded in Book 220, Page 852 in the Office of the Recorder of Deeds for Camden County, Missouri; and

WHEREAS, said instrument recorded in Book 220, Page 852 in the Office of the Recorder of Deeds for Camden County, Missouri was amended by instrument recorded in Book 404, Page 19 in the Office of the Recorder of Deeds for Camden County, Missouri; and

WHEREAS, said instrument recorded in Book 404, Page 19 in the Office of the Recorder of Deeds for Camden County, Missouri was amended by instrument recorded in Book 458, Page 79 in the Office of the Recorder of Deeds for Camden County, Missouri; and

WHEREAS, said instrument recorded in Book 458, page 79 in the Office of the Recorder of Deeds for Camden County, Missouri was amended by instrument recorded in Book 541, page 678 in the Office of the Recorder of Deeds for Camden County, Missouri, and

WHEREAS, said instrument recorded in Book 541, page 678 in the Office of the Recorder of Deeds for Camden County, Missouri was amended by instrument recorded in Book 751, page 83 in the Office of the Recorder of Deeds for Camden County, Missouri, and

WHEREAS, the undersigned desire to restate and in some respects amend said covenants and restrictions for all twelve of said sections of said Camelot Estates Subdivision by this single instrument; and

WHEREAS, the Camelot Estates Association, a General Not For Profit Corporation duly registered in the State of Missouri, according to the provisions of paragraph seven (7) of said covenants and restrictions, has been empowered by a two-thirds (2/3) vote of all Active Members voting in person or by absentee ballot at the regular annual membership or special meeting of the Association to amend said covenants and restrictions.

NOW, THEREFORE, the covenants and restrictions now placed and imposed upon the said twelve (12) sections of Camelot Estates Subdivision, as herein before described and referred to, are hereby restated and are in some respects altered and amended and after such alteration and amendment shall read in their entirety as follows:

#### **CAMELOT ESTATES COVENANTS AND RESTRICTIONS**

In the following Covenants and Restrictions whenever the term "ASSOCIATION or CEA" shall appear or be used herein, it shall be deemed and construed to mean and include "Camelot Estates Association". Whenever the term "OWNER" shall appear or be used herein, it shall be deemed and construed to mean and include all "Camelot Estates Property Owners or Future Purchasers of Property within Camelot Estates" and their respective heirs, legal representatives, administrators, executors and assigns. Whenever "SELLER" shall appear or be used herein, it shall be deemed and construed to mean and include "Cascade Development Corporation," (the original developer) its successors and assigns. Whenever singular or masculine pronouns are used herein, they shall be construed to mean and include plural and feminine or neuter gender pronouns, as the situation may be.

The SELLER at its discretion assigned to Camelot Estates Association the rights and obligations to maintain and operate all park areas, boat launching facilities, common ("Community") ground, the yacht club and other clubhouse facilities, swimming pools, tennis courts, stable facilities, roads, and all other amenities, facilities and areas developed for the common use of property owners in the Subdivision and the right to create and release easements for installation and maintenance of utilities for the purpose of bringing public services to the Subdivision; provided, however, that the obligations hereinafter set forth to erect a clubhouse and swimming pool, to blacktop all roads in the Subdivision and to provide a water line to the lot line of each lot in the Subdivision shall not be so assigned.

The following restrictive covenants and conditions shall be applicable to and binding upon the lots or parcels of land shown on plats of Camelot Estates Subdivision recorded in the Recorder's Office of Camden County, Missouri (which plats shall sometimes be referred to collectively as "Camelot Estates" or "the Subdivision").

The SELLER hereby assumes the obligation to erect a clubhouse and swimming pool, to blacktop all roads in the Subdivision and to provide a water line to the lot line of each lot in the Subdivision, with Owner to bear the burden and expense of installation and use of water in accordance with such rate schedules for such installation and use as may be established by a public water district or public

utility. The assessments, if any, will be paid directly to a public water district or public utility. "MEMBERSHIP COVENANT"

The OWNER, in consideration of these presents and this instrument and of like agreements and covenants by other Owners, covenants and agrees to maintain his membership in good standing in Camelot Estates Association so long as he/she owns property in the Subdivision, and agrees to abide by the By-Laws of Camelot Association. As an active member thereof, an annual charge in the amount of: Unimproved property - \$75.00; Improved property - \$475.00; Section 12 - \$155.00; shall be due and payable on the first day of April following the date of his/her Contract of Purchase, and a like sum on the first day of April of each succeeding year, so long as he/she shall own property in the Subdivision. Five dollars of the first annual payment shall be a membership fee, the balance and the succeeding annual payments being a reasonable, necessary and proportionate charge for the maintenance, upkeep and operation of roads, clubhouses, swimming pool, and various other areas and facilities operated by Camelot Estates Association, regardless of whether or not the privilege of using such areas or facilities are exercised. The above annual charge may not be increased except by approval of two-thirds (2/3) vote of all Active Members voting in person or by absentee ballot at the regular annual membership or special meeting of the Association.

An "Active Member" is defined as the owner (by deed or by contract) of any lot, condominium unit or multi-family residential building who is current in the payment of the annual charge and other charges due CEA including but not limited to the annual dues, boat slip and stable rental, storage fees, water usage fee and damage to CEA property charges. An Active Member shall be entitled to one (1) vote in any election of Board Members or proposed changes to the Covenants and Restrictions.

An Active Member who owns, or is the Contract Purchaser of multiple lots is obligated to pay one annual charge for his/her unimproved lot or lots, and one additional charge for each improved lot. Notwithstanding the foregoing, if an Active Member owns two contiguous single family residential lots and builds a single family residence, a substantial part of which is located partly on one such lot and partly on the other such (contiguous) lot, such combination of two (2) contiguous lots shall together constitute one (1) improved lot for both voting and assessment purposes pursuant to the foregoing. For purposes of the foregoing, each unimproved condominium or multi-residential lot shall be considered equivalent to one (1) unimproved lot; each completed condominium unit shall be considered equivalent to one (1) improved lot, and each completed rental unit in a multi-family residential building not devoted to use as a condominium shall be considered equivalent to one (1) improved lot.

All tenants of a single family residential building, a multi-family residential building or a condominium unit shall pay an annual Tenant User Fee of one hundred twenty dollars (\$120.00) to CEA. All tenants shall have the privileges of an Active Member with respect to the use of all club facilities and recreational amenities in the Subdivision during his/her tenancy (tenants, not being a property owner, shall not have the voting rights of a property owner). The Tenant User Fee shall be based upon a monthly pro-ration of an annual Tenant User Fee beginning the month of occupancy of the rental unit through March of the next year when the next full year of the Tenant User Fee shall be due. Refunds of the Tenant User Fee shall be pro-rated from the next month following the termination of a rental agreement with the Owner of the rental unit. No refunds of the Tenant User Fee shall be made until CEA staff verifies that all other fees and/or charges due CEA by the tenant have been paid. Said charges to tenants shall be in addition to the annual dues charges made to the

owner, though an Active Member who is also a tenant shall not be subject to any charge as a tenant. Each tenant shall be subject to the same rules and regulations governing such use as an Active Member. In the event that the tenant does not pay the Tenant User Fee within thirty days of invoice date, the home owner is responsible for paying the Tenant User Fee. The Association shall send to the owner notice of unpaid Tenant User Fee and an invoice which shall be due within thirty days. Failure to pay this fee will accrue the same penalties as unpaid assessments. Additionally, every owner who leases shall pay an administrative fee to CEA in the amount of twenty dollars (\$20.00) for each new tenant. It is the homeowner's responsibility to notify the CEA office of changes in occupancy.

This covenant concerning said real estate, and the enjoyment, use and benefit thereof, shall be deemed to run with the land, and the non-payment of the annual charge shall, after the respective due date, become a lien thereon in favor of the said Camelot Estates Association and shall be enforceable by said Association. Further, any and all fees, including but not limited to, annual dues, assessments, special assessments, rental charges, service charges, and damage to Camelot Estates Association property charges, shall be subject to the following penalty and interest schedule if said fees are not received in full in the CEA office within thirty (30) days of the date of fee invoice or notice.

### Penalty and Interest Schedule

Penalty Schedule: A penalty of ten percent (10%) per month shall be calculated and charged to the balance of any fee not paid in the Camelot Estates Association office within thirty (30) days of the invoice or notice date. For each additional month in which a fee remains unpaid, an additional ten percent (10%) penalty shall be calculated and charged to the account balance.

Interest Schedule: Interest shall be charged on any fee not paid to the CEA office within thirty (30) days of the fee invoice or notice date. This interest shall be at a rate of two percent (2%) per month and shall be calculated on the original fee plus any penalties and/or interest. For each month in which a fee remains unpaid, the two percent (2%) interest shall be charged

#### RESTRICTIONS

- 1. The lots shall be used exclusively for residential purposes, except those lots now designated as business, commercial, or "special use" areas.
- 2. All building plans and type of materials must be approved by the Camelot Estates Association and must comply with CEA Building Codes in force at the time of construction.
- 3. No more than one single family dwelling house may be erected or constructed on any one lot. No building may be erected on any lot prior to the erection of a dwelling house, except a boat dock on waterfront lots may be constructed upon receiving prior written permission from the Camelot Estates Association. No accessory, basement or temporary building, including a boat dock, shall be used or occupied as living quarters. No building shall be constructed or erected on said lots unless built of solid or permanent material. No unpainted exteriors shall be permitted. No manufactured home, modular home, house trailers, tents, or other similar structures shall be erected, moved onto or placed upon said premises. The exteriors of all building must be completed within 3 months from the date construction commenced.
- 4. Lots designated single family residential shall be used for no other purpose. No building shall be erected, altered, placed or permitted, except if the owner of the single family dwelling owns an

adjacent lot to either side of dwelling lot, may construct an outbuilding or garage in accordance of all building codes and must be aesthetically similar to color of single family dwelling. Single family dwelling not to exceed three stories in height and total size of garages cannot exceed three cars, to remain on any single family residential lot other than one detached single family dwelling not to exceed three stories in height and a private garage for not more than three cars. Specific restrictions for the eleven (11) different plats in the Subdivision are as follows, to-wit:

(a) With respect to the original plat of Camelot Estates (Plat Book 12, Page 19):

Lot 33 is designated for special use as a park and/or boat launching facility for use by all Purchasers.

Lots 34 through 57, and 59 through 68 are restricted to homes of a minimum of 1200 sq. ft. for a one (1) story dwelling, 1500 sq. ft. for a two (2) story dwelling and 2000 sq. ft. for a three (3) story dwelling.

Lots 1 through 19 and 86 through 105 are restricted to homes of a minimum of 900 sq. ft. for a one (1) story dwelling, 1350 sq. ft. for a two (2) story dwelling and 1800 sq. ft. for a three (3) story dwelling.

(b) With respect to Camelot Estates, Section Two (Plat Book 12, Page 51):

Lots 106 through 114 are restricted to homes of a minimum of 900 sq. ft. for a one (1) story dwelling, 1350 sq. ft. for a two (2) story dwelling, and 1800 sq. ft. for a three (3) story dwelling.

Lots 300 through 335 and 337 through 341 are restricted to homes of a minimum of 900 sq. ft. for a one (1) story dwelling, 1350 sq. ft. for a two (2) story dwelling, and 1800 sq. ft. for a three (3) story dwelling.

Lot 336 is designated for special use as a community area.

(c) With respect to Camelot Estates, Section Three (Plat Book 12, Page 55):

Lots 342 through 370 are restricted to homes of a minimum of 900 sq. ft. for a one (1) story dwelling, 1350 sq. ft. for a two (2) story dwelling and 1800 sq. ft. for a three (3) story dwelling.

(d) With respect to Camelot Estates, Section Four (Plat Book 13, Page 29):

Lot 241, Lot 246 and Lot 247 are restricted to homes of a minimum of 900 sq. ft. for a one (1) story dwelling, 1350 sq. ft. for a two (2) story dwelling and 1800 sq. ft. for a three (3) story dwelling.

Lots 81 through 85 and Lots 200 through 248 (EXCEPT Lots 241, 246 and 247) and Lots 251 through 255 are restricted to homes of a minimum of 900 sq. ft. for a one (1) story dwelling, 1350 sq. ft. for a two (2) story dwelling and 1800 sq. ft. for a three

- (3) story dwelling.
- Lots 249 and 250 are designated for special use as a community area.

  (e) With respect to Camelot Estates, Section Five (Plat Book 13, Page 30):

Lots 546 through 549, and Lots 579 through 590 are restricted to homes of a minimum of 900 sq. ft. for a one (1) story dwelling, 1350 sq. ft. for a two (2) story dwelling, and 1800 sq. ft. for a three (3) story dwelling.

Lots 500 through 526, and Lots 550 through 578, and Lots 591 through 619 are restricted to homes of a minimum of 900 sq. ft. for a one (1) story dwelling, 1350 sq. ft. for a two (2) story dwelling and 1800 sq. ft. for a three (3) story dwelling.

Lots 527 through 545, and Lots 620 through 626 are hereby designated for special use as a community area.

(f) With respect to Camelot Estates, Section Six (Plat Book 13, Page 31, as amended by plat recorded in Plat Book 17, Page 43):

Entire Section Six is hereby designated for special use as a Commercial Area, for use as retail or other establishment or establishments.

(g) With respect to Camelot Estates, Section Seven (Plat Book 13, Page 32):

Lots 256 through 283, Lots 386 through 388, 393 and 394, and 405 through 474 are restricted to homes of a minimum of 900 sq. ft. for a one (1) story dwelling, 1350 sq. ft. for a two (2) story dwelling, and 1800 sq. ft. for a three (3) story dwelling.

Lots 284 through 299, 371 through 385, 389 through 392, 395 through 404, and 475 through 478, are hereby designated for special use as community areas.

(h) With respect to Camelot Estates, Section Eight (Plat Book 15, Page 4):

Lots 700 through 794 are restricted to homes of a minimum of 900 sq. ft. for a one (1) story dwelling, 1350 sq. ft. for a two (2) story dwelling, and 1800 sq. ft. for a three (3) story dwelling.

(I) With respect to Camelot Estates, Section Nine (Plat Book 15, Page 24, as amended by amended plat thereof recorded in Plat Book 15, Page 86):

Lot 803, Lots 806 through 839, Lots 842 through 912, Lots 914 through 946, Lots 957 through 970, Lots 975 through 995, Lots 999 through 1146, Lots 1148 through 1199, Lots 1201 through 1227, Lots 1230 through 1241, Lots 1243 through 1336, Lots 1338 through 1343, Lots 1345 through 1359, and Lots 1361 through 1372, are restricted to homes of a minimum of 900 sq. ft. for a one (1) story dwelling, 1350 sq. ft. for a two (2) story dwelling and 1800 sq. ft. for a three (3) story dwelling.

Lots 974, 997A, 997B, 998 and 1360 are designated Special Use areas for recreational, utility, residential or commercial use.

Lots C-840, C-841, C-947, C-948, Lots 951 through 956 (which shall be grouped together and considered a single Condominium or Multi-Residential lot) C-971, C-972, C-973, C-1147, C-1200, C-1228, C-1229, C-1242, C-1337, C-1344 and C-1360 are designated Condominium or Multi-Residential lots for the development of multi-residential or condominium buildings and units, which shall be restricted, however, as follows:

(1) The total number of units (of whatever size) in buildings on said lots shall not exceed the following:

Lot Number	Maximum Number of Units	
C-840	10	
C-841	10	
C-947	10	
C-948	46	
951 through 956, grouped together and		
considered as a single lot as	aforesaid 12	
C-971	26	
C-972	20	
C-973	16	
C-1147	10	
C-1200	6	
C-1228	4	
C-1229	10	
C-1242	8	
C-1337	10	
C-1344	8	
C-1360	8	

- (2) The total floor area of each unit having only one (1) bedroom shall be at least 625 sq. ft.; the total floor area of each unit having only two (2) bedrooms shall be at least 800 sq. ft.; and the total floor area of each unit having only three (3) bedrooms shall be at least 1100 sq. ft.
- (3) All building plans must comply with all CEA Building Codes in existence at the time of commencement of construction.
- (4) All buildings on said lots shall be of solid or permanent materials.
- (5) No building shall be located less than 15 feet from any property line of the lot on which such building is located.
- (6) All building plans must be approved by the Camelot Estates Association, its

successors and assigns, prior to commencement of construction; provided, however, that such approval shall be based solely upon compliance with the foregoing provisions (1) through (5), and shall not be withheld unless a violation of one or more of said provisions is reflected in said building plans.

(j) With respect to Camelot Estates, Section Ten (Plat Book 15, Page 34, as amended by Plat recorded in Plat Book 15, Page 95):

Lots 1373 through 1430 and Lots 1433 through 1444 are restricted to homes of a minimum of 900 sq. ft. for a one (1) story dwelling, 1350 sq. ft. for a two (2) story dwelling, and 1800 sq. ft. for a three (3) story dwelling.

Lot 1445 is designated a special use area for water supply purposes.

Lot P-1446 is designated a Special Use area for recreational purposes.

(k) With respect to Camelot Estates, Section Eleven (Plat Book 20, Page 20):

Lots 1450 through 1461, both inclusive, are restricted to homes of a minimum of 900 sq. ft. for a one (1) story dwelling and are restricted to homes of a minimum of 1350 sq. ft. for a two (2) story dwelling and are restricted to homes of a minimum of 1800 sq. ft. for a three (3) story dwelling.

With respect to each and every single family residential lot in the Subdivision, or any Section thereof, no residential building shall be located less than 35 feet from the front or low side of the lot on which it is located and shall not be less than 10 feet from the side property lines or less than 25 feet from the back property line, except that the Camelot Estates Association retains the absolute right to give consent in writing for the erection of a residential building wherein the location would not be within the provisions of this paragraph when the size and area of the lot would prevent the construction of a normal residential building; provided, however, that such consent must be in writing and shall be recorded in the Office of the Recorder of Deeds, Camden County, Missouri, prior to the commencement of construction of said residential building.

Notwithstanding the general building line restrictions herein set forth, with respect to Lots 1001, 1002, 1003, 1004, 1005, 1006, 1007 and 1043, all in Section Nine of the Subdivision, no residential building shall be located less than 40 feet from the front or low side of the lot on which it is located and shall not be less than 10 feet from the side property lines or less than 35 feet from the back property line; and with respect to Lots 1026, 1039, 1040, and 1153, all in Section Nine of the Subdivision, no residential building shall be located less than 30 feet from the front or low side of the lot on which it is located and shall not be less than 10 feet from the side property lines or less than 35 feet from the back property line; and with respect to Lots 1030, 1031, 1032, 1037, and 1038, all in Section Nine of the Subdivision, no residential building shall be located less than 50 feet from the front or low side of the lot on which it is located and shall not be less than 10 feet from the side property lines or less than 25 feet from the back property line; and with respect to Lots 1041, and 1042, both in Section Nine of the Subdivision, no residential building shall be located less than 50 feet from the front or low side of the lot on which it is located and shall not be less than 10 feet from the side property lines or less than 35 feet from the back property line.

Easements for the installation and maintenance of utilities and drainage facilities are reserved by the Camelot Estates Association. CEA has the right to create such additional easements and release an easement as in its sole judgment is necessary, appropriate or convenient.

No fence, walls or docking facilities shall be erected, placed or altered without the approval of the Camelot Estates Association.

All lands lying within the boundaries of the following described real estate located in the County of Camden, State of Missouri, to-wit:

All of the North half of the Southeast quarter and all of Lot 1 of the Northeast quarter of Section 3, Township 38 North, Range 17 West; all of the North half of the Northwest quarter of Section 11, Township 38 North, Range 17 West; all of the Southwest quarter of Section 2, Township 38 North, Range 17 West; all that part of the Northwest quarter of the Southeast quarter of Section 2, Township 38 North, Range 17 West lying West of the County Road known as Lake Road 5-89 as presently located in Camden County, Missouri; all of the following described land lying above contour elevation 662 feet: All that part of the West half of the Southwest quarter of Section 35, Township 39 North, Range 17 West, Camden County, Missouri, described as follows: Beginning at the Southeast corner of the West half of the Southwest quarter of Section 35, run North along the East line of the West half of the Southwest quarter 1345.8 feet to the centerline of a road; thence along the centerline South 81 degrees 30 minutes West 162.0 feet; thence South 69 degrees 30 minutes West 507.5 feet; thence South 81 degrees 30 minutes West 247.1 feet to the shoreline of the Lake of the Ozarks; thence along the shoreline in a Southerly and Easterly direction to the South line of Section 35; thence East along said line to the place of beginning.

ALSO, all of the West half of Lot 1 and 2 of the Northeast quarter and all of Lot 1 of the Northwest quarter and all of the East half of Lot 2 of the Northwest quarter and all of the East 870.0 feet to the West half of Lot 2 of the Northwest quarter, all in Section 2, Township 35 North, Range 17 West.

ALSO, a tract of land in the Southeast quarter of the Southeast quarter of Section 3, Township 38 North, Range 17 West, Camden County, Missouri, more particularly described as follows: Beginning at the Northeast corner of the Southeast quarter of the Southeast quarter of Section 3, Township 38 North, Range 17 West, Camden County, Missouri, thence South 02 degrees 32 minutes 11 seconds West, 430.64 feet along the Section line; thence South 86 degrees 03 minutes 43 seconds West, 956.33 feet; thence West 01 degrees 04 minutes 15 seconds West 428.43 feet to the quarter section line; thence along said quarter section line West 86 degrees 03 minutes 43 seconds East, 983.45 feet to the point of beginning, containing 9.53 acres, more or less,

ALSO, all that part of the following described property which lies above contour elevation 662 feet:

The East half of Lot 2 of the Northeast quarter of Section 3, Township 38 North, Range 17 West, Camden County, Missouri.

ALSO, all that part of the West half of Lot 2 of the Northwest quarter of Section 2, Township 38 North, Range 17 West, Camden County, Missouri, lying West of the approximate centerline of a branch, which is described as follows: From a stone at the Northeast corner of the West half of said Lot 2, run West along the North line of the West half of Lot 2, 1237.0 feet, more or less, to the centerline of branch; thence down said centerline as follows: South 12 degrees 15 minutes West 246.0 feet; thence South 66 degrees 00 minutes East 442.0 feet; thence South 19 degrees 30 minutes East 400.0 feet; thence North 72 degrees 10 minutes East 120.0 feet; thence south 06 degrees 00 minutes East 180.0 feet; thence south 31 degrees 50 minutes East 250.0 feet; thence South 60 degrees 15 minutes West 136.0 feet; thence South 14 degrees 30 minutes East 110.0 feet; thence South 42 degrees 30 minutes East 95.0 feet, more or less, to the South line of said Lot 2.

ALSO, all of the South half of the Southeast Quarter of Section 34, Township 39 North, Range 17 West, Camden County, Missouri.

ALSO, part of the Northwest quarter of the Southeast quarter of Section 34 Township 39 North, Range 17 West, Camden County, Missouri, described as follows: From the Southwest corner of said Northwest quarter of the Southeast quarter, run East along the South line of Northwest quarter of the Southeast quarter 125.0 feet, more or less, to a point in the approximate center of a small cove of the Lake of the Ozarks for the point of beginning, thence North, parallel to the West line of said Northwest quarter of the Southeast quarter 240.0 feet; thence Northeasterly down the center of said small cove, 1650.0 feet, more or less, to the Northeast corner of said Northwest quarter of the Southeast quarter; thence South along the East line of said Northwest quarter of the Southeast quarter; thence West along the South line of said Northwest quarter of the Southeast quarter; thence West along the South line of said Northwest quarter of the Southeast quarter; thence West along the South line of said Northwest quarter of the Southeast quarter; thence West along the South line of said Northwest quarter of the Southeast quarter; thence West along the point of beginning.

ALSO, that part of the Northeast quarter of the Southeast quarter of Section 34, township 39 North, Range 17 West, Camden County, Missouri, lying West of the following described conditional line: From the Southeast corner of said Northeast quarter of the Southeast quarter, run West along the South line of said Northeast quarter of the Southeast quarter, 500.0 feet to a point at the approximate center of a cove of the Lake of the Ozarks, for the point of beginning of said conditional line; thence in a Northwesterly direction, down the approximate centerline of said cove, to a point on the North line of said Northeast quarter of the Southeast quarter, said point being 1000.0 feet West of the Northeast corner of said Northeast quarter of the Southeast quarter

the use of which is not otherwise designated in this instrument, or in any other instrument of record, shall be common ("Community") lands. Common lands are to be left in their natural state and no lot owner shall encroach upon them with buildings, fences, barbecue facilities or other construction of any manner other than a driveway providing access from the main roads of said property. Said real estate hereinabove described in this paragraph 4 includes all of the twelve (12) platted sections of Camelot Estates.

So long as these covenants and restrictions shall remain in force in accordance with their terms, the

- common ("Community") land in the Subdivision shall be used as a scenic area and for such other use as the Camelot Estates Association shall determine, so long as such other use shall be for the common use and enjoyment of the lot owners and residents of Camelot Estates.
- 5. No noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood, and the Camelot Estates Association shall determine what constitutes noxious or offensive activity and said determination shall be complete and final. No animals or fowl shall be kept or maintained on said lots except customary household pets in reasonable numbers. No signs of any kind shall be displayed on any lot without written permission of the Camelot Estates Association. Failure to maintain lots in a tidy manner will result in maintenance of the lots by the Camelot Estates Association for which a reasonable charge may be levied against the property owner.
- 6. As part of the consideration herein the OWNER, his heirs, devisees or assigns further agrees that he will not sell, assign or convey any lot or lots to any person or persons without written notification being given to Camelot Estates Association. This restriction shall not apply to mortgages given to banks, institutions for savings, co-operative banks, savings and loan associations, credit union or other bona fide lenders or lending institutions but shall apply to all conveyances of the equity of redemption in any lot.
- These restrictions and covenants run with the land, and shall bind the PURCHASERS, their 7. heirs, executors, administrators, personal representatives and assigns, and if any of them shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person(s) or corporation(s) owning any lots in the Subdivision to prosecute any proceedings at law or in equity against those violating or attempting to violate any such covenants or restrictions and either to prevent him, them or it from doing so, or to recover damages for such violation. Amendments to the Indentures of Covenants and Restrictions of Camelot Estates Subdivision may be made at any regular or special meeting of the Association, provided the proposed amendment has been submitted to the Board of Directions first for consideration, and a copy mailed first class postage to each lot owner not less than one month prior to the time of the meeting at which the amendment is to be considered. A two-thirds (2/3) vote of all Active Members voting in person or by absentee ballot at the regular annual membership or special meeting of the Association, shall be necessary for adoption. Absentee ballots shall be accepted until the beginning of the meeting. Said ballots shall contain the legible name and lot number of the owner and shall be signed by the owner. Any invalidation of any one of these covenants and restrictions shall in no way affect any other of the provisions hereof, which shall thereafter remain in full force and effect.
- 8. No lot owner shall have the right to divide or sub-divide his lot for the purpose of erecting another residential building thereon unless consent in writing is first given by Camelot Estates Association, a Missouri not-for-profit corporation, and placed of record in the Office of the Recorder of Deeds, Camden County, Missouri, more than 15 days prior to the commencement of construction of said residential building.
- 9. Lots 69 through 70 of the Subdivision and the park area adjacent to said lots, including the yacht club, swimming pool and parking lot now located on said premises, shall be Owned by CEA and shall be available for use by all Active Members of CEA as well as tenants who are current with their Tenant User Fee and their guests in accordance with the by-laws and rules and regulations of

CEA applicable thereto. CEA shall make available membership in Camelot Estates Association to all owners of lots or other residential units of property now, or in the future to be, platted as a part of the Subdivision. All such memberships shall be made available by CEA on the same basis with respect to membership fees, charges and right of membership, and membership standards shall be consistent with those previously in effect; provided, however, that CEA may adopt reasonable by-laws and rules of uniform general application relating to conduct of members, payment of bills and differentiation in charges based upon reasonable classification of memberships. For all purposes of these restrictions, the Subdivision referred to shall include the original subdivision designated "Camelot Estates", and any and all real estate now designated "Camelot Estates" followed by any section number.

NOW, THEREFORE, Camelot Estates Association, a General Not-for-Profit corporation registered in the State of Missouri, by the execution of this instrument, covenants and warrants that it has been empowered by a two-thirds (2/3) vote of all Active Members voting in person or by absentee ballot at the regular annual membership or special meeting of the Association to amend said covenants and restrictions in accordance with paragraph seven (7) of said covenants and restrictions.

IN WITNESS WHEREOF, Camelot Estates Association has caused these presents to be executed by Bart LaBram, its President, attested to by Pat Murphy, its Secretary, and its corporate seal hereto affixed on this 4th day of April, 2015

Bart LaBram, President

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} SS:

COUNTY OF CAMDEN }

On this 4th day of April, 2015 before me appeared Bart LaBram, to me personally known, who, being by me duly sworn (or affirmed), did say that he is the President of Camelot Estates Association of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the Association, and that the said instrument was signed and sealed on behalf of said Association by authority of its Board of Directors, and said Bart LaBram acknowledged said instrument to be the free act and deed of said Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

TERI MURPHY My Commission Expires August 26, 2017 Camden County Commission #13519569 Recorded in Camden County, Missouri

Recording Date/Time: 08/20/2015 at 09:46:36 AM

Book: 767 Page: 125

Type: AME Pages: 2

Fee: \$27.00 S 20150006625

**CAMELOT EST** 



# AMENDMENT TO COVENANTS AND RESTRICTION OF CAMELOT ESTATES SUBDIVSION OF CAMDEN COUNTY, MISSOURI

At the Annual Meeting on April 18<sup>th</sup>, 2015 of the Members of the Camelot Estates Association, a Missouri Nonprofit Corporation, of Camelot Estates Subdivision of Camden County, Missouri, after Notice to each member having been given in accordance with the By-Laws of the Association, with a vote was had to amend it's Covenants and Restrictions in the following manner

Whereby the Covenants and Restrictions of Camelot Estates Subdivision as filed with Recorder of Deeds office of Camden County, Missouri, state in part as follows:

"An Active member who owns, or is the Contract Purchaser of multiple lots is obligated to pay one annual charge for his/her unimproved lot or lots, and one additional charge for each improved lot" "An Active Member shall be entitled to one (1) vote in any election of Board Members or proposed changes in the Covenants and Restrictions."

Said provision is hereby changed as follows:

"An Active Member who owns, or is the Contract Purchaser of multiple lots is obligated to pay one annual charge for each owned (emphasis added) unimproved lot, and one additional charge for each owned emphasis added) improved lot." "An Active Member shall be entitled to one (1) vote in any election of Board Members or proposed changes to the Covenants and Restrictions"

**NOW THEREFORE**, Camelot Estates Association, a General Not for Profit corporation, registered in the State of Missouri, by the execution of this instrument, covenants and warrants that it has been empowered by a two-thirds (2/3) vote of all members voting in person or by absentee ballot at the regular annual membership meeting of the Association to amend said covenants and restrictions in accordance with paragraph seven (7) of said Covenants and Restrictions.

IN WITNESS WHEREFORE, Camelot Estates Association has caused these presents to be executed by Jack Puckett, its President, attested to by Pat Murphy, its Secretary, and its corporate seal affixed on this the 18th day of

luguest 2015.

Jack Puckett, It's President

Rick Hollingsworth, It's Secretary

**CORPORATE SEAL** 

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 Book: 767 Page: 125 AME
 Page 1 of 2

State of Missouri )		
SS.		
County of Camden )	. 4. 0 . 4.	
	On this the 18th day of Hugust	2015 before me appeared Jack Puckett, to
me personally known, who being by me sworn (or affirmed), did say he is the President ot Camelot Estates Association of		
the State of Missouri, and that the seal affixed to the foregoing instrument is corporate seal of the Association, and that		
the said instrument was signed and sealed on behalf of said Association by authority of its Board of Directors, and said		
Jack Puckett acknowledged said instrument to be the free act and deed of said association.		
J		

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written. 7

Mar ( MARI

NOTARY SEAL SE

TERI MURPHY
My Commission Expires
August 26, 2017
Carnden County
Commission #13519569

Recorded in Camden County, Missouri

Recording Date/Time: 05/11/2016 at 09:45:56 AM

Book: 776

Page: 150

Type: AME Pages:

Fee: \$24.00 S 20160004023

**CAMELOT ESTATES** 



AMENDMENT TO COVENANTS AND RESTRICTION OF **CAMELOT ESTATES OF** CAMDEN COUNTY, MISSOURI

At the Annual Meeting on April 30, 2016 of the Members of the Camelot Estates Association, a Missouri Nonprofit Corporation, of Camelot Estates Subdivision of Camden County, Missouri, after notice to each member having been given in accordance with the By-Laws of the Association, with a vote was had to amend its Covenants and Restrictions in the following manner.

Whereby the Covenants and Restrictions of Camelot Estates Subdivision as filed with Recorder of Deeds office of Camden County, Missouri, state in part as follows:

Penalty Schedule: A penalty of ten percent (10%) per month shall be calculated and charged to the balance of any fee not paid in the Camelot Estates Association office within thirty (30) days of the invoice or notice date. For each additional month in which a fee remains unpaid, an additional ten percent (10%) penalty shall be calculated and charged to the account balance.

Interest Schedule: Interest shall be charged on any fee not paid to the CEA office within thirty (30) days of the fee invoice or notice date. This interest shall be at a rate of two percent (2%) per month and shall be calculated on the original fee plus any penalties and/or interest. For each month in which a fee remains unpaid, the two percent (2%) interest shall be charged.

Said provision is hereby changed as follows:

A penalty for any and all monies owed to Camelot Estates Association, including but not limited to annual dues, fines, fees, assessments, dock fees, stable fees, storage fees and/or special assessments that remain due and owing and are delinquent 30 days or more from the date of notice or invoice shall impose a yearly late penalty in the amount of \$50.00 which will be charged to said account and an additional penalty of \$10.00 which will also be charged to said account on the first day of each month thereafter for any balance due on the account until the balance is paid in full. No penalty will be pro-rated and all penalties are non-negotiable. All payments will first be posted to any past due monies owed and secondly to any current and/or future monies that may be owed.

NOW THEREFORE, Camelot Estates Association, a General Not for Profit corporation, registered in the State of Missouri by the execution of this instrument, covenants and warrants that it has been empowered by a two-thirds (2/3) vote of all members voting in person or by absentee ballot at the regular annual membership meeting of the Association to amend said covenants and restrictions in accordance with paragraph seven (7) of said Covenants and Restrictions.

IN WITNESS WHEREFORE, Camelot Estates Association has caused these presents to be executed by Jack Puckett, its President, attested to by Steve Weber, its Secretary, and its corporate seal affixed on this the \_ day of

Jack Puckett, its President

CORPORATE SEAL

Steve Weber, its Secretary STATE OF MISSOURI }

COUNTY OF CAMDEN

On this 9th day of April, 2016 before me appeared Jack Puckett and Steve Weber, to me personally known, who, being by me duly sworn (or affirmed), did say that he is the President and Secretary of Camelot Estates Association of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the Association, and that the said instrument was signed and sealed on behalf of said Association by authority of its Board of Directors, and said Jack Puckett and Steve Weber acknowledged said instrument to be the free act and deed of said Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above writ

TERI MURPHY My Commission Expires August 26, 2017 Camden County Commission #13519569 Recorded in Camden County, Missouri

Recording Date/Time: 05/11/2018 at 11:31:12 AN

Book: 803 Page: 442

Type: REST Pages: 2

Fee: \$27.00 S 20180004795

CAMELOT



### AMENDMENT TO COVENANTS AND RESTRICTION OF CAMELOT ESTATES SUBDIVISION OF CAMDEN COUNTY, MISSOURI

At the Special Meeting on September 17th, 2012 of the Members of the Camelot Estates Association, a Missouri Nonprofit Corporation, of Camelot Estates Subdivision of Camden County, Missouri, after Notice to each member having been given in accordance with the By-Laws and the Indentures of Covenants and Restrictions of Camelot Estates Subdivision of the Association, with a vote was had to amend its Covenants and Restrictions in the following manner,

Whereby the Covenants and Restrictions of Camelot Estates Subdivision as filed with Recorder of Deeds office of Camden County, Missouri, state in part as follows:

4. Lots designated single family residential shall be used for no other purpose. No building shall be used for no other purpose, No building shall be erected, altered, placed or permitted to remain on any single family residential lot other than one detached single family dwelling not to exceed three stories in height and a private garage for not more than three cars. Specific restrictions for the eleven (11) different plats in the subdivision are as follows . . . .

Said provision is hereby changed as follows:

4. Lots designated single family residential shall be used of no other purpose, The owner of any single family dwelling is permitted to rent/lease said dwelling to a single family. The term of each rental or lease contract shall be not for less than 180 consecutive calendar days. The owner is required to notify the Camelot Homeowners Association office of each contract or any change in tenants, including the name(s) and address of the tenants, within 7 days of initiating or canceling the contract. More than two individual leases/rentals of residential dwelling within 360 consecutive calendar days may cause the suspension of owner privileges and/or a fine of up to \$1,000.00 per occurrence as determined by the Board of Directors. No renter/lessee is allowed to assign or sublease the dwelling. All tenants shall be subject to the "Tenant user fee" as prescribed in the Camelot Estates Membership Covenant. DEFINITION: Single Family is defined as a 1) Individual, 2) Husband and wife 3) Husband and wife and their children. No building shall be erected. Altered, placed or permitted to remain on any single family residential lot other than one detached single family dwelling not to exceed three stories in height and a private garage for not more than three cars. Specific restrictions for the eleven (1) different plats in the subdivision are as follows, to wit:

**NOW THEREFORE,** Camelot Estates Association, a General Not for Profit corporation, registered in the State of Missouri, by the execution of this instrument, covenants and warrants that it has been empowered by a two-thirds (2/3) vote of all members voting in person or by absentee ballot at the special

TRICIA Book: 803 Page: 442 REST Page 1 of 2

membership meeting of the Association to amend said covenants and restrictions in accordance with paragraph seven (7) of said Covenants and Restrictions.

IN WITNESS WHEREFORE, Camelot Estates Association has caused these presents to be executed by MINDI SALES, its President, attested to by PAT MURPHY, its Secretary, and its corporate seal affixed on this the **b** day of , 2018. Pat Murphy, It's Secretary CORPORATE SEAL Page 1 of 2 Wannanan Wal State of Missouri ) SS. County of Camden ) On this the /D day of MCU, 2018 before me appeared ,MINDI SALES, to me personally known, who being by me sworn (or affirmed), did say she is the President of Camelot Estates Association, a Missouri Non Profit Corporation, of the State of Missouri, and that the seal affixed to the foregoing instrument is corporate seal of the Association, and that the said instrument was signed and sealed on behalf of said Camelot Estates Association, by authority of its Board of Directors, and said MINDI SALES acknowledged said instrument to be the free act and deed of said corporation. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written. Lymberly D. Larrison KIMBERLY D GARRISON Commission Expires: Oct. Commission # 17392934

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Camelot Estates Association
Amendment to Covenants and Restrictions