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Recorder of Deeds

Amended and Restated Declaration of Restrictions and Covenants, Green Shores, Table Rock Lake, Barry County, Missouri

Dated: MARCH 8, 2024

Grantors: Real Estate: Blocks 1, 2, 3, 4, 5 and 6, Green Shores, Table Rock Lake, a subdivision, according to the plat recorded in Plat Book 5, on June 15, 1976 in the office of the Barry County Recorder (as amended, the "Plat")

WHEREAS, the restrictions recorded in Book 226 at Page 420 of the land title records of Barry County, Missouri set forth the original restrictions for Green Shores Subdivision, and

WHEREAS, the original restrictions dated January 1, 1966 and filed for record on the 8th day of July 1966 state, "GREEN SHORES is a beautiful and exclusive peninsula located in the area noted for the natural beauty of its lake and woods. The following restrictions are designed to maintain this natural beauty and to safeguard the homes and investments of those who purchase lots in GREEN SHORES, and to prevent the construction of substandard buildings, and other actions which would detract from the appearance and value of the property and the area as a whole," and

WHEREAS, these restrictions of Green Shores Subdivision have been amended on numerous occasions by the consensus of a majority of the property Owners, but one thing remains clear and unaltered: that is that these restrictions provide the centerpiece for the Green Shores Subdivision and its character. That centerpiece and character is that Green Shores is a single-family residential development and shall be used for single-family residential purposes only. It is the intention of all the restrictions and the amendments to perpetuate such main theme and to protect the rights and property values of all present and future Owners, and

WHEREAS, when approved by a majority of the Owners of Green Shores Subdivision and recorded with Barry County, this document shall be considered the only applicable Restrictions and Covenants for Green Shores Subdivision, Shell Knob, Missouri. All previous recordings are to be null and void.

GRANDFATHER AMENDMENT:

Any previous building/home erected prior to any revised restriction or covenant shall be grandfathered in from this day forward and not be subject to the demands of the Board or the GSPOA members to tear down, rebuild nor to transfer these remedies to the structure to the transferred Ownership of said property, deed, by sale or by inheritance. In the event of destruction by natural disaster, the structure(s) shall be replaced following the current restrictions (Owner of record at the time of loss) with the exception of square footage requirements. The size may be of like size insured for, or to meet current restrictions.

1. DEFINITIONS:

The following words when used in this Declaration shall have the following meaning (unless the context shall clearly indicate otherwise):

- A. "Architectural Review Committee" means a committee of Owners, appointed by the Corporation's Board, who has authority to review and approve or disapprove applications for construction or replacement of structures, on the basis of the provisions of this Declaration. The members of the Architectural Review Committee shall elect one of their members to serve as Architectural and Building Chairperson.
- B. "Application for Construction" is a document, which when completed by the Owner, provides a written description of the proposed building construction and addresses each of the requirements that are described in these Restrictions and Covenants. The blank application forms are available from the Architectural and Building Chairperson.
- C. "Board" shall refer to the Board of Directors of the Corporation.
- D. "Common Properties" shall mean and refer to those areas of land shown on the Plat (identified on page 1 hereof) and any facilities or improvements now or hereafter placed thereon or conveyed to the Corporation and intended to be devoted to the common use and enjoyment of the Owners of the properties.
- E. "Corporation" shall mean and refer to the Green Shores Property Owners Association, Inc., its successors and assigns, sometimes referred to herein as GSPOA.
- F. "Declaration" shall mean and refer to the Restrictions and Covenants applicable to the Green Shores Subdivision and to the provisions of the document entitled "Green Shores Property Owners Association, Inc. and Water Supply" recorded among the land records in the Office of the Recorder of Deeds in Barry County, Missouri, in Book 239 Page 100, as subsequently amended or modified.
- G. "Garage" shall mean a building or part of a residential structure on a Lot with a door of at least eight feet in width, allowing the parking of cars, trucks, boats, trailers, and recreational vehicles. Garages may be attached or detached. Garages may not be used as living areas, unless a part of the Garage is approved by the Architectural Review Committee as a Garage apartment.

- H. "Lot" shall mean and refer to any plot of land shown upon the Plat, with the exception of:
 - a. The Common Properties, as heretofore defined.
 - b. Any re-definition made by the Board.
- I. "Member" shall mean and refer to all fee simple Owners who are members of the Corporation.
- J. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to one or more lots in the Subdivision, but not withstanding any applicable theory of mortgage or deed of trust shall not mean or refer to the mortgage or trustee unless and until such mortgagee or trustee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. However, trustees of any lot held in trust for the purpose of avoiding probate shall qualify as an Owner for purposes of this definition.
- K. "Storage Building" refers to a detached structure on a Lot, which may not have a floor area greater than 200 square feet and which may not be used as a living area.
- L. "Subdivision" refers to Green Shores Subdivision, as shown on the Plat.

2. SPECIAL RESTRICTION USAGE:

- A. There shall be no in-home operation of any business that results in clients' traffic to and from the physical address of the in-home business. Short-term rentals shall be considered as operating a business and shall be prohibited. Short-term is to be construed as less than six (6) months duration. There shall be no construction in Green Shores for the expressed purpose of rental property. There shall be no multifamily construction of any kind in Green Shores.
- B. All construction in Green Shores Subdivision shall be for the express purpose of providing the Owner's primary or secondary residence.
- C. No lot in Green Shores Subdivision shall be used for community boat dock parking, as required by the United States Army Corps of Engineers' Shoreline Management Plan for Table Rock Lake.

3. CONSTRUCTION LIMITS AND REQUIREMENTS:

- A. There shall be no more than one single family home on each lot. Lots shall not be subdivided. Each home shall have a finished floor (heated/air-conditioned) space of not less than seventeen hundred (1700) square feet, exclusive of porches, patios, Garages, unfinished basement, carports, etc. A minimum of twelve hundred (1200) square feet of the aforementioned seventeen hundred (1700) square feet must be on the main floor. Finished basement footage shall count as part of the seventeen hundred (1700) square feet. Finished basement shall be defined as having walls, ceiling, and flooring surfaces covered with finished materials; having the spaces heated and air-conditioned with electric lighting and convenience outlets. Each home shall have at least a two-car Garage, preferably attached.
- B. In the event an existing home, containing less than the above 1700 square feet is destroyed by fire or natural disaster, the Owner of record at the time the home is destroyed may replace the destroyed home with a home of equal or larger size to the destroyed home.

4. CONDITIONS FOR APPROVAL OF STRUCTURES ON ADJOINING LOTS

- A. One guesthouse or Garage apartment on a separate lot for family use is permissible. There shall be no rental of a guesthouse or Garage apartment.
- B. Such guesthouse or Garage apartment shall have a minimum of five hundred (500) and a maximum of seven hundred and fifty (750) square feet of floor space including all storage space. Construction of said guesthouse or Garage apartment shall be of the same architectural style and materials as the main home construction. Guest houses or Garage apartments must be built in accordance with the restrictions outlined herein and be built on lots which have physical, common touching bounds.
- C. Approval of a guesthouse, Garage or Garage apartment shall be made in accordance with Section 7.
- D. Approval of any structure on an adjoining lot under section 4 shall be conditioned on the recording of a covenant in the office of the Barry County Recorder, signed and acknowledged by the Owner and which requires the lot

with the primary residence and the additional structure and the lot on which it is located to be conveyed together unless the additional structure is removed (including its foundation) and the lot restored to the contours existing before the construction of the additional structure.

5. SIZE LIMITATIONS: OF GARAGES AND STORAGE BUILDINGS ON THE PRIMARY RESIDENCE LOT

- A. In lieu of a detached Garage, a guest house may be constructed that meets the requirements in section 4.
- B. Any attached Garage square footage shall not exceed forty percent (40%) of the square footage of the main floor finished space footage. However, any Garage square footage under and within the confines of the main floor square footage shall not be included in the 40% rule or count against the 40% rule. One additional detached Garage equal to or less than the primary attached Garage square footage shall be allowed or in the event that the Owner elects not to have an attached Garage, then the Owner shall be restricted to one detached Garage not to exceed forty percent (40%) of the main floor finished space square footage.
- C. No more than one Storage Building shall be constructed or placed on any lot. The floor area of a Storage Building may not to exceed 200 square feet. The architectural style and exterior materials of any Storage Building shall be compatible with that of the residence. Any such building shall be located, the lesser of, behind the front building line of any residence or 125 feet set back from main road,
- D. A detached Garage or Storage Building may be built on a Lot. The Architectural Review Committee may consider a request to allow both a Garage and a Storage building to be built on a Lot, at its sole discretion, considering the size and topography of the Lot and the relationship of the building to adjoining Lots and residences.

6. BUILDING AND SETBACK LIMITS:

No structure shall be closer than fifty (50) feet from the center of the road. No structure of any kind (a driveway is not a structure), including Storage Buildings and dog

kennels, shall be closer than twenty (20) feet from any side or rear property line. Due consideration should be given and exercised so as to not block the lines of sight with entrance gates, corner monuments, fences, name signs, and mailboxes.

7. CONSTRUCTION PLANS AND PERMITS:

- A. Three copies of completed, scaled and dimensioned drawings and a completed Application for Construction form shall be submitted to the Architectural and Building Chairperson for approval prior to initiating construction of any new buildings, additions, or alterations to exterior size and style. This submittal must be received by the Architectural and Building Chairperson at least thirty (30) days prior to the next scheduled regular meeting of the Board of Directors. Drawings shall include a site plan, floor plans, roof plan, elevations and specifications for exterior materials. Any changes to the drawings or proposed construction materials shall be submitted to the Architectural and Building Chairperson for approval. Alteration and addition construction shall match existing architectural style, exterior materials and color. In the event materials cannot be matched with available new materials, the Owner shall submit samples of a proposed substitute to the Architectural and Building Chairperson for approval.
- B. The Board of Directors and Architectural Review Committee are not responsible for determining compliance with the safety, structural and building codes, septic permitting, ordinances, zoning codes or any other governmental regulations, all of which is the responsibility of the applicant.

8. COMPLETION TIME:

- A. Construction can begin after receipt of an approved (by the Board of Directors) Application for Construction Form from the Architectural and Building Chairperson.
- B. A copy of the approved application shall be filed in the Corporation's Architectural files. All exterior construction of the building, addition or alteration shall be completed not later than one (1) year from the date the Application for Construction was approved. The interior construction shall be completed to a

degree that allows occupancy or use not later than eighteen (18) months from the date the Application for Construction was approved.

- C. The Owner shall allow the Architectural and Building Chairperson access to the site to observe that construction is in conformance with these Restrictions.

9. CONSTRUCTION MATERIALS:

- A. Use of the following building materials and construction are prohibited on the outside of any and all new and/or existing structures:

- (1) Siding of tarpaper, roll asphalt or building paper
- (2) Roofs of roll tarpaper, asphalt paper or metal, including painted metal, not expressly designed for residential construction
- (3) Corrugated metal and metal siding not expressly designed for residential construction
- (4) House trailers, mobile or modular homes
- (5) Prebuilt or prefabricated homes unless approved by the Architectural Review Committee and the Board
- (6) Pole barn construction or non-residential metal building construction
- (7) Quality of Project or materials that do not fit with community-wide exterior design standards.

- B. The following materials are acceptable:

- (1) Asphalt shingles, built-up asphalt graveled roofs, wood shingles and shakes, tile roofs, architectural metal roofs
- (2) Roofs of durable and attractive material expressly designed for residential use
- (3) Wood, brick, stone, cement based, EIFS, vinyl, aluminum and architectural metal siding

10. UTILITY CONSTRUCTION AND PROCEDURES:

- A. Each lot Owner with a water connection shall be subject to an annual assessment for the non-depreciable operating expenses of securing water from the water system. Lot Owners requesting connection to the water system shall pay a fee (as determined by the Board of Directors) plus the remaining proration of the annual assessment.
- B. All Owners are responsible for their own water service line to and including the connection to the street shut off valve. Green Shores is responsible for the street shutoff valve including repair and replacement if necessary. The Owner shall contact the Green Shores Water Chairperson before making the final connection to coordinate any system shutdown that might be required. Excavations for water system connections or repairs shall be promptly and properly backfilled by the lot Owner. Owner shall contact the Viola Road District regarding any cuts made to the county roads. All electrical, gas, or oil installations made in structures erected on said real property shall be in a competent and workmanlike manner and shall abide by accepted currently adopted local, state and national building code standards so as to reduce risk of causing safety and fire hazards.
- C. Owners who elect to install irrigation systems shall contact the Green Shores Water Chairperson for a letter of approval. The Owner shall install a Missouri DNR and EPA approved anti-siphon valve between the irrigation system and the connection to the Green Shores water supply. Annual certification, as required by Missouri Department of Natural Resources, shall be arranged by Green Shores and billed to the Owner. The Owner shall contact the Green Shores Water Chairperson before making the final connection so as to coordinate any system shutdown that might be required and so that the Water Chairperson may verify the installation of the anti-siphon valve.
- D. If the water supply should become depleted or in danger of depletion the Board may impose water restrictions for outdoor water usage and notification shall be sent out in advance with guidelines.
- E. The Corporation reserves a perpetual and assignable right and easement for the installation, construction, maintenance and improvement of the water distribution system.

11. EXTERIOR CONSTRUCTION AND RESTRICTIONS:

- A. All plumbing and sewage systems shall be constructed to conform to the specifications and requirements of the Barry County Health Department. No water well may be drilled on lots by property Owners. Accessory buildings with plumbing shall have a separate waste disposal system if necessary to comply with Barry County Health Department standards. No outside toilets shall be constructed or used on said property except that a temporary toilet may be installed and maintained during construction of a new home or major reconstruction of an existing home when other toilet facilities are unavailable on the lot. Swimming pools, if built, shall be in-ground pools and shall be equipped with proper filtration equipment. All swimming pools shall be fenced with a six (6) foot fence and all gates shall be self-closing and self-latching.
- B. Outside furnaces are not permitted.
- C. The exterior surface materials of a structure shall be maintained at or near their original condition.
- D. To enable the use of solar energy for powering a home and to ensure uniform installation and design of solar energy systems, the following applies:
 - a. Location of Solar Panels. The homeowner shall make best efforts to obscure the solar panels from public view. Rear facing, roof-mounted array is preferred, and the panels may be slanted to maximize system output. Ground mounted array must be located on the rear of the property. The roof mounted panels should be flush mounted (the plane of the array is parallel to the roof). Street facing panels will be allowed if documentation is provided indicating that this is the only feasible location for a solar array.
 - b. Design. All components of the solar system should be integrated into the design of the home. The color of the solar system components should generally conform to the color of the roof shingles to the extent practicable. Solar "shingles" that mimic the look of a composite shingle are acceptable but should match the color of the current roof shingles as much as is practical.

- c. Application. All solar system plans must be preapproved by the Architectural Review Committee prior to installation. Applications submitted of the Architectural Review Committee should include the following:
 - i. A diagram “drawn to scale” showing where the system will be installed.
 - ii. Photos of the roof area where the array will be mounted.
 - iii. Material to be used and/or manufacturer’s description of the system, photos and/or pictures of the system and color of the system. If possible, provide photos of similar existing systems as examples.
- d. Installation. Piping and electrical connections will be located directly under and/or within the perimeter of the panels, when possible, and placed as inconspicuously as possible when viewed from all angles. The highest point of the solar panel array must be lower than the ridge of the roof where it is attached. The width of the solar panel array shall be such that it does not extend beyond the edges of the roof where it is attached. Without Board approval, the dimensions of a ground mounted solar panel array must not exceed the surface area of the larger of the rear facing roof or the street facing roof. The height of the ground mounted solar panel array must not exceed eight (8) feet above the ground.
- e. Maintenance. All painted surfaces must be kept in good repair. Any visibly broken panels must be replaced with three (3) months.

12. DRIVEWAYS, MAILBOXES, MISC. ITEMS:

- A. All driveways, sidewalks and ramps shall be constructed of gravel, asphalt, poured concrete or masonry pavers and must be at least ten (10) feet from a side property line. All driveways and/or sidewalks that connect to any road or street on the properties shall not block or interfere with existing road right of way and/or site drainage. The Owner shall be responsible for the installation of a culvert and connection to the public roadway in a manner that is in conformance with Barry County specifications. Such installation shall occur early in the

construction process in order to reduce the risk of damage to the road from construction equipment. Any damages to the road or drainage that are caused by the construction of the home shall be repaired at the property Owner's expense.

- B. Owners, after contacting the US Postal Service for placement and box number, may install a mailbox on the roadside. Entrance gates, corner monuments, fences, name signs and all other construction shall be kept within the Owner's lot lines. Due consideration shall be given so as to not block lines of sight at intersections with County roads.

13. GENERAL USAGE AND MAINTENANCE OF LOTS:

- A. All maintenance of developed lots and improvements thereon shall be the sole responsibility of the Owner, who shall maintain such Lot and the portion of the street right-of-way (ditches) between the lot and the street in a neat and attractive condition in accordance with the community-wide standard of Green Shores.
- B. No barns or pens for keeping of livestock shall be erected or maintained on said real property, nor shall said real property be used for the purpose of breeding, raising or keeping of any kind of animals for commercial purposes or personal purposes. These restrictions shall not prevent the keeping of household pets. No pet shall be permitted to run at large.
- C. No junk, inoperable vehicles, brush, or rubbish shall be allowed to accumulate on said real property and the members shall be responsible for maintaining their land in a clean and presentable condition. If the Corporation Board of Directors determines that an Owner is in violation of the Restrictions regarding maintenance, written notification shall be given to the Owner. If, after 30 days from the date of notification, the violation has not been corrected, the necessary work shall be performed under the direction of the Corporation Board of Directors, at the lot Owner's expense.
- D. Garbage cans shall be kept securely covered and the contents shall be disposed of on a regular basis. Garbage cans shall be removed from the street side as soon as possible after trash has been picked up. Residents are encouraged to use garbage cans for trash placed at the street side for pickup in order to avoid wildlife pilferage. Trash cans shall not be left or stored on the county right of way and

shall be screened from public view if Owner chooses to leave their trash cans at the property line adjoining the county right of way.

- E. Motor homes, travel trailers and erected tents shall not be placed on lots or used for temporary or permanent living quarters. Residents are encouraged to store boat trailers and other types of utility trailers out of sight from the street to the extent possible.

14. PARKING:

- A. Extended parking of five (5) days or more of commercial vehicles, motor homes, campers or other recreational vehicle or equipment, shall not be allowed on any part of the Property outside of the Garage or on public streets within the Property, excepting only within areas designed for such purposes by the Board of Directors. No inoperable vehicle shall be permitted to be parked in a driveway.
- B. No vehicle may be parked for more than 48 hours in a vacant lot or between the street and the front building line of a residence, unless it is in a driveway.
- C. Owners are encouraged to park boat trailers in an inconspicuous place out of view from the street.

15. APPEAL:

Any Owner adversely affected by action of the Architectural Review Committee or other provisions of these Restrictions may appeal such action to the Board of Directors. Appeals shall be made in writing within fifteen (15) days of the committee's action and shall contain specific objections or mitigating circumstances justifying the appeal. A final conclusive decision shall be made by the Board of Directors within fifteen (15) working days after the receipt of the appeal.

16. APPLICATION AND TIME:

- A. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in

said subdivision whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot of this subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants.

- B. This Declaration shall run with the land and shall be binding for a period of twenty (20) years from the date hereof. At the end of such period, said Declaration shall automatically be extended for a successive period of twenty (20) years unless, by a vote of a majority of the then Owners of the lots in said subdivision, taken prior to the expiration of said twenty (20) year period and filed in Barry County, Missouri, it is agreed to amend or release same.
- C. The right to enforce these Restrictions and Covenants shall inure to the benefit of and be enforceable by any Owner of land included in Green Shores Subdivision, their respective legal representatives, successors, and assigns.
- D. If any Owner or person in possession of any of said lots shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, or persons, owning any real property situated in said development of subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent the person or persons from so doing or to recover damages or other dues for violation.
- E. The failure by any Owner to enforce any restriction, condition, covenant, or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

17. CORPORATION TERMS AND ACTIONS:

A. Corporation's primary responsibilities and powers

The Corporation, through its Board unless specified otherwise in this Declaration, has the primary responsibilities and the necessary powers to perform these responsibilities as follows:

- a. Maintenance, repair, replacement, operation, and insurance of common areas, and all real estate in the Subdivision not within Lots, including both well house lots.

- b. Enforcement of covenants and restrictions contained in this Declaration and the standards for design and construction management (as and when adopted by the Board) and maintenance (including landscaped areas on the street rights-of-way), the entry monument, and any other property in the Subdivision that is outside the Lots.
- c. Contracting with a trash hauler to do anything necessary or desirable in the judgment of the Board to keep any property in the Subdivision in good order.
- d. Appointment of the members of the Architectural Review Committee and Water Committee and appointment of members to serve on any other committee created by the Board.
- e. Hiring persons, including accountants, architects, engineers, surveyors, and attorneys, having the appropriate credentials to assist the Board and the Architectural Review Committee in performing these responsibilities.
- f. With coverages as agreed and approved by the Board, to maintain public liability, workers' compensation, fidelity, fire and extended coverage, director and officer liability, indemnification and other insurance with respect to the activities of the Corporation and the property within the Subdivision.
- g. Under the procedures outlined in this Declaration, to levy assessments and fines and to take all steps necessary or appropriate to collect such assessments and fines.
- h. Engaging the services of a management company or other person or entity to carry out and perform all or any part of the functions and powers of the Corporation, including, without limitation, keeping of books and records, and operation and maintenance of Common Properties.
- i. If budgeted for, engaging the services of a security guard or security patrol service.
- j. Evaluation of proposals for subdivision of Lots shall be within the discretion of the Board to be determined by a majority of the Board.
- k. The Board is authorized to hear and decide appeals from the decisions of Architectural Review Committee.

B. Board of Directors

The Corporation shall be governed and operated by its Board of Directors, elected by the members. The Board shall consist of six members, each of whom will serve a term of three (3) years.

A majority of the Board may appoint qualified members to serve the remainder of vacant unexpired terms.

The Corporation's powers to govern and to make and enforce rules shall be carried out by the Board. The Board may create committees consisting of at least one Board member with the remainder of the committee to be made up of Board members and/or members of the corporation. The Board shall have all the powers reasonably implied from the responsibilities described in this Declaration. The Corporation and the Board shall be subject to Missouri's statutes regarding general corporations and not-for-profit corporations.

C. Board members and committee members not personally liable

No member of the Board, or any committee appointed by the Board shall be personally liable to any member or any guest of any member, or to the Corporation, for any damage, loss or prejudice suffered or claimed on account of any lawful act, omission or negligence of the Corporation or any committee of the Corporation. The Corporation shall indemnify and protect those who volunteer and who are elected or appointed to serve the Corporation, except against claims which a majority of the Board determines to have likely been the result of theft, fraud, bribery or another illegal act.

Board members shall be accountable to the Corporation membership generally and judged according to the "business judgment rule," except with regard to the custody of funds and the application of insurance proceeds, for which Board members shall be held to a fiduciary standard.

D. Discrepancies with Bylaws

In the event that there is a discrepancy between the Bylaws and this document, this document shall govern.

18. Financial Matters

A. Budget

The Board shall propose an annual budget to be submitted to all Members and considered for ratification at a meeting held before the beginning of the fiscal year for which the budget is proposed. The purpose of the budget is to provide for the maintenance, operation, insurance and replacement of the water distribution system and for the administrative costs of operating the Corporation and the Architecture Review Committee. The budget proposed by the Board shall include amounts based upon good faith estimates that will provide for the accumulation of funds for the

replacement or repair of major components. The Board may provide that the voting be done entirely by mail or email if an informational meeting, with notice to all Members, in advance of the voting deadline is held for presentation of the proposed budget.

The proposed budget is to be emailed by the Board to the members at least 15 days and no more than 30 days before the voting deadline or meeting scheduled for the ratification of the budget, along with a blank proxy form, which shall allow an absent Member to appoint any Member, including a Board member, to cast a vote for or against the proposed budget. Proxy forms for budget ratification that do not clearly identify the Member or indicate how the vote is to be cast shall be disregarded.

A quorum is defined in the By Laws as 25% of Members. If a majority of Members (in person or by proxy) vote against the proposed budget, the current budget will be extended until a proposed budget is ratified by the same process described above.

B. ASSESSMENTS

a. Imposition and allocation of assessments. The ratification of the budget shall create an obligation upon each Member to make timely payments of assessments.

Because all Members benefit from the existence of the Corporation, the budget shall include an administrative charge to each Member for their Lot(s). For Lots with residences, an assessment for operation of the water system shall be charged.

Notice of the amount of the assessment for the upcoming fiscal year shall be mailed to the address shown on the Corporation's records as the Owners' address, promptly after the budget has been ratified or rejected.

b. Payment annually or in installments. Assessments shall be paid annually by August 15 for each year. For any Lot for which the annual assessment has not been paid to the Corporation by August 15 of each year, the annual assessment shall be delinquent. Assessments are a personal debt of the Owner of each Lot, as well as a debt secured by a lien on the assessed Lot. If there are multiple Owners of a Lot, the personal liability for assessments shall be joint and several.

c. Procedure for assessment liens. In order to preserve the priority of its lien for delinquent assessments, the Corporation's Board may file and record notices of liens for assessments and fines against each Lot with delinquent assessments, and the cost of preparation and recording the notice of lien and the release of lien shall become a charge against each such delinquent Lot and its respective Owner, along with any costs

of collection as described in section d of this article. The Board shall also mail a copy of the notice of lien to the Owner of the Lot for which the lien is claimed and may also send a notice of the lien to any party which claims a lien on the same property.

Unpaid installments of assessments shall become a lienable claim at the time they become delinquent, with the priority date of the lien established by the filing of a notice of lien. Interest shall accrue on unpaid assessments at the rate of 18 percent per year from the date due, before and after judgment.

d. Collection and foreclosure. The Corporation, through its Board, shall be obligated to promptly collect assessments, and may seek personal judgments against Owners of Lots or may foreclose the assessment lien in the same manner as a power of sale deed of trust is foreclosed under Missouri statutes, or both. The Corporation may use any lawful means, including the employment of attorneys and collection agencies. The costs of collection, including attorney fees, court costs, service and publication fees, recording fees for filing of the lien and for filing releases of lien, locator fees, fees for title research, shall be added to any delinquent account, and may be recovered by the Corporation as a part of any judgment or from the proceeds of a foreclosure.

C. SPECIAL ASSESSMENTS

a. Special assessments for unexpected or non-recurring costs. Special assessments may be imposed upon the affirmative vote of owners of a majority of Lots for the unexpected or non-recurring construction of capital improvements, or the repair, reconstruction, or replacement of a feature of the water distribution system. Once imposed, special assessments shall be added to the annual assessment for the current year and the liability for and collection of special assessments shall follow the procedure outlined in this article for assessments generally.

b. Special assessments and fines against particular Lots. The Board of the Corporation may impose a special assessment or fine against one or more Lots for the Corporation's costs in abating a nuisance, correcting a violation of a provision of this Declaration, or taking action in an emergency to protect life or property, when the Owner or occupant of a Lot is not immediately available. Special assessments and fines may include attorney fees, interest at the annual rate of 18% beginning 30 days after the Lot Owner has been presented with an itemized invoice for the Corporation's costs, and may be collected using any of the procedures contained in this article.

19. GENERAL PROVISIONS

A. Enforcement; Non-Waiver; Attorney Fees and Costs.

The Corporation, or any Owner, at their expense, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Corporation or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so at a later date. In any legal action for enforcement of provisions of this Declaration by the Corporation, the prevailing party shall be entitled to its costs, including attorney fees.

B. Severability.

Invalidation of any one of the covenants or restrictions contained in this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

C. Amendments. This Declaration may be amended, modified or terminated in whole or in part by duly recording an instrument executed and acknowledged by the Owners of not less than a majority of Lots, with the amendment to take effect as and when specified in the amendment.

Amendment of this Declaration is not limited only to removal or alleviation of the restrictive covenants hereof, but may also accomplish the imposition of additional burdens, use restrictions and architectural controls.

D. Subordination.

No breach of any of the conditions contained in this Declaration or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for the value as to the subdivision or any Lot in the subdivision; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

E. Duration.

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Corporation or any member thereof for a period of twenty years from the date of this Declaration, and thereafter

shall continue automatically in effect for additional periods of twenty years, unless otherwise agreed to in writing by the then Owners of at least two-thirds of the subdivision Lots.

F. Delivery of Notices and Documents.

Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail or by e-mail. If by mail, it shall be deemed to have been delivered the day after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows:

- (a) If to the Corporation or the Architectural Review Committee to the Corporation at its registered office as shown on the records of the Missouri Secretary of State.
- b) If to a Lot Owner, to the address of any Lot within the subdivision, owned, in whole or in part, by him or any other address last furnished by that Owner to the Corporation.

Any notice address may be changed at any time by the party concerned by furnishing a written notice of change of address to the Corporation. Each Owner of a Lot shall file the correct mailing address of such Owner with the Corporation, and shall promptly notify the Association in writing of any subsequent change of address.

GREEN SHORES PROPERTY OWNERS ASSOCIATION, INC.

BY: David Morrow President

Printed name: DAVID MORROW

State of Missouri, County of Barry

Acknowledgment

On this 8th day of March 2024, before me personally appeared David Morrow to me personally known, who being duly sworn did say that he or she is the President of Green Shores Property Owners Association, Inc., a Missouri corporation (the "Corporation"), and that the foregoing instrument was signed on behalf of the Corporation by authority of its Board of directors, and he or she acknowledged the foregoing instrument to be the free act and deed of the Corporation,, and that the Corporation has no seal.

Suzanne Hand
Notary Public

