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**FIRST AMENDMENT TO DECLARATION  
OF RESTRICTIONS FOR MISSION BAY SUBDIVISION  
CAMDEN COUNTY, MISSOURI**

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**THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS FOR MISSION BAY SUBDIVISION**, Camden County, Missouri, is made this 2nd day of May, 2022, by **Mission Bay LLC**, a **Missouri liability company**, successor Developer to the original Developer, E-C Development LLC, an Illinois limited liability company, as described herein.

**WHEREAS**, the original Developer, E-C Development LLC, an Illinois limited liability company, (herein "ECD"), recorded a certain instrument in the office of the Camden County, Missouri Recorder of Deeds on September 11, 2009 in Book 683 at Page 553 titled the Declaration of Restrictions for Mission Bay Subdivision, Camden County, Missouri (herein the "Declaration of Restrictions" encumbering the following real property located in Camden County, Missouri:

Real property as described in Plat Book 109, Page 7, under the plat name of Mission Bay Section 1, real property as described in Plat Book 109, Page 5, under the plat name of Mission Bay Section 2, real property as described in Plat Book 108, Page 48, under the plat name of Mission Bay Section 3, and real property as described in Plat Book 109, Page 4, under the plat name of Mission Bay Section 4, all in the Records of Camden County, Missouri, such real property being hereinafter referred to as the "Property;"

**WHEREAS**, all covenants and restrictions set forth in the Declaration of Restrictions further encumber all amendments to the plats of subdivision (Mission Bay Sections 1, 2, 3, and 4) which comprise the Property, including without limitation, Amended Plat of Lots D6 and D7 Mission Bay - Section 4, Plat Book 134, Page 15, Amended Plat of Lots D5 and D6 Mission Bay - Section 4, Plat Book 117, Page 17, Mission Bay- Fifth Addition, Plat Book 137, Page 21, and Mission Bay Sixth Addition, Plat Book 137, Page 22, and survey recorded in Plat Book 107, Page 18, Camden County, Missouri;

**WHEREAS**, ECD defaulted on its subdivision development loans made and held by Heartland Bank & Trust Company (HBTC) and its affiliate HB Credit Company, Bloomington, Illinois, (HBCC) which loans were secured by certain Deed(s) of Trust encumbering Mission Bay Subdivision, Camden County, Missouri, which Deeds of Trust were enforced by HBTC and HBCC, resulting in HBTC and HBCC becoming owners of the collateral real estate, which real estate HBTC and HBCC subsequently sold to Mission Bay LLC, successor Developer, by deeds recorded June 19, 2018 in Book 804, Page 880, and Book 804, Page 801, Records of Camden County, Missouri;

**WHEREAS**, Section 6 of the Declaration of Restrictions affords Developer the right to amend the Declaration of Restrictions until 100% of the lots in Mission Bay Subdivision have been sold;

**NOW, THEREFORE**, Developer hereby amends the Declaration of Restrictions of Mission Bay Subdivision, Camden County, Missouri, as follows:

**SECTION 1. New ARTICLE XI is hereby added to the Declaration of Restrictions of Mission Bay Subdivision, Camden County Missouri, in its entirety as follows:**

**ARTICLE XI. ZERO-LOT LINE PARCELS:  
ADDITIONAL REQUIREMENTS**

**A. Zero-Lot Line Parcel(s)** shall mean **Lots D-1 through D-35** of Mission Bay – Section 4 filed of record in Plat Book 109 at Pages 4A and 4B in the Office of the Recorder of Deeds of Camden County, Missouri, and **Lots D36 through D-53** of Mission Bay – Fifth Addition filed of record in Plat Book 137 at Page 21 (a Replat of Lots 11 through 23 of Mission Bay – Section 3, a Common Area of Mission Bay – Section 4, and Lots 9 and 10 of Mission Bay - Section 2, Section 27, T39N, R17W, Camden County, Missouri), and any additions, amendments, or annexations thereto as they are from time to time recorded.

**B. Zero-Lot Line Dwelling** shall mean a residential dwelling usually intended for one or more persons, each related to the other by blood, marriage, or legal adoption together with his or their domestic servants, maintaining a common household in such dwelling, the boundaries of which may consist of one or more shared or “party” walls with adjoining residential dwellings, and for which the ownership of the real estate on which said dwelling and adjacent real estate is located is held in fee simple. Zero-Lot Line Dwellings are also referred to herein as dwelling units for simplicity.

**C. Zero-Lot Line Building** shall mean the residential building containing two or more adjoining Zero-Lot Line Dwellings (dwelling units).

**D. Zero-Lot Line General & Construction Requirements and Easements:** It is the intent of the Developer that a Zero-Lot Line Building comprised of two or more dwelling units be built on each Zero-lot Line Parcel, and that each Owner of a dwelling unit within a Zero-Lot Line Building comply with the terms of this Article XI in addition to the Land Use Restrictions set forth in Article VI herein. During construction of each Zero-Lot Line Building, the Owner shall construct a party wall on the center line of the adjoining dwelling units. The Developer and all subsequent Owners hereby reserve a six-foot wall

maintenance easement down the center line center line of the adjoining dwelling units, said easement being three feet on each side of the center line along the party wall of each Owner for the purpose of maintaining and, in the event of damage or destruction to such wall, for the purpose of repairing and/or reconstructing such party wall. The easement created herein is established for the benefit of each Owner to enter and temporarily occupy a reasonable portion of the adjacent Lot where there are any common party walls, for the purpose of maintenance of his or her dwelling; provided, however, that such occupancy shall not unreasonably interfere with the use of the adjacent dwelling unit by its Owner.

Each Zero-Lot Line Dwelling shall have a separate sanitary sewer clean-out, located in conformance with all applicable codes, that discharges into a common service serving a maximum of two dwelling units per structure. Each Zero-Lot Line Building shall include one sanitary sewer pump which may be located entirely within a single Zero-Lot Line Dwelling, but which pump shall serve both Zero-Lot Line Dwellings within the Zero-Lot Line Building. The Developer and all subsequent Owners reserve a ten-foot permanent easement, said easement being located five feet on either side of the center line of the common and individual service sewers from the wye connection on the private sanitary sewer and the pump to the foundation line of each dwelling. The Developer and subsequent Owners further reserve a ten-foot easement for sanitary sewer service sewers, said easement being located five feet on either side of the center line of the actual sewer line as constructed from each dwelling unit in each Zero-Lot Line Dwelling to its respective lot line and the pump serving the Zero-Lot Line Building. Said sanitary sewer easements are for the benefit of the Developer, the Mission Bay Subdivision Homeowners Association, their successors and assigns, and each respective Owner for purposes of repair, maintenance, and replacement of sanitary sewer improvements.

In the event that by reason of construction, settlement, or shifting of any Zero-Lot Line Building, or the design and/or construction of any dwelling units located therein, any part thereof encroaches or shall thereafter encroach upon any part of any dwelling unit or Lot, or if the ducts or conduits serving more than one dwelling unit encroach or shall hereinafter encroach upon any part of any dwelling unit or Lot, valid easements for the use and maintenance of the encroachment are hereby established for so long as all or any part of the building containing the same remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit if such encroachment occurred as a result of the willful conduct of said Owner. Easements are hereby declared and granted to install, lay, operate, maintain, repair, and replace any pipes, wires, ducts, conduits, public utility lines, or structural components running through the walls of a unit, whether or not such walls lie in whole or in part within the unit boundaries of lot lines.

**E. Ownership, Maintenance & Cost Sharing.** The Owner of each dwelling unit as constructed shall own to the center of any party wall. Accordingly, each Owner shall do nothing to disturb the right of use of any other owner to any such party wall. Neither Owner shall have the right to extend the party wall horizontally or vertically without the permission of the adjacent Owner. All Owners have an obligation to inhabit and use their respective dwelling unit in such manner so as not to impair the structural integrity of the party wall. The Owner of a dwelling unit shall not change the exterior appearance of his or her unit except with the prior approval of the Owner of the adjacent dwelling unit. It is the

purpose and intent of this covenant to enhance the overall appearance of the entire Zero-Lot Line Building in accordance with the desires of all owners.

Collectively, the owners of each Zero-Lot Line Building shall be responsible for the maintenance, painting, repair, or replacement of all exterior walls, including the foundations thereof, roofs, gutters, downspouts, and common sanitary sewers, as is made necessary and desirable as a result of the natural and ordinary wear and/or deterioration thereof. The responsibility for such maintenance work shall be born in accordance with the following procedures:

(1) Roof Maintenance. Each Owner shall be responsible for keeping the roof over his dwelling unit in good condition for the benefit of all dwelling units. In the event a decision is made, as provided hereunder, for the installation of a new roof, each dwelling unit owner shall contribute to the cost thereof in the proportion of his total roof area to the total roof area of the Zero-Lot Line Building.

(2) Gutters and Downspouts. The owner of each dwelling unit shall contribute equally to defray the cost of any necessary maintenance, repair, or replacement of all gutters and downspouts of each Zero-Lot Line Building.

(3) Exterior Walls, Foundations, and Patios & Walkways. The owner of each dwelling unit shall be responsible for maintaining in good condition all exterior walls, foundations, patios & walkways located upon or within his or her respect Zero-Lot Line Dwelling.

(4) Common Sanitary Sewers. Maintenance of common sanitary sewers is the collective responsibility of the owners of all dwelling units in a Zero-Lot Line Building, and each dwelling unit owner shall contribute equally to defray the cost of any necessary maintenance, repair, or replacement of the common sanitary sewer serving the building. This provision shall not apply to required maintenance of the extension of the sanitary sewer line from the common line to an individual dwelling unit, the maintenance of which shall be the sole responsibility of the owner of such dwelling unit.

(5) Common Wall. The respective Owners of each Zero-Lot Line Dwelling shall equally bear the cost of maintaining any Common Walls located on or within their Zero-Lot Line Dwelling, and in the event that any such Common Wall should be injured or damaged by a cause other than the intentional act or negligence of any Owner of a Zero-Lot Line Dwelling, the same shall be repaired or rebuilt at the equal cost of the Owners of the Zero-Lot Line Dwellings sharing that Common Wall, provided that any sum received from insurance against such injury or damage shall first be applied to such repair or rebuilding. Each Owner shall be solely responsible for the non-structural repair and maintenance of the interior surfaces of the Common Walls located within the improvements on such Owner's Zero-Lot Line Dwelling.

(6) Insurance. The owner of each dwelling unit shall maintain

hazard insurance in an amount equal to 100% of the replacement cost of the improvements currently constructed on each respective lot. No dwelling unit owner shall permit anything to be done or kept upon his or her premises which would result in the cancellation of insurance on the Zero-Lot Line Building as a whole, or any part thereof, which would be in violation of any local, state, or federal law. The Developer and the Mission Bay Subdivision Homeowners Association shall not be responsible for obtaining insurance on any dwelling unit, each Owner shall be responsible for obtaining insurance for his or her dwelling unit, including any additions, alterations or improvements made by such Owner to his or her dwelling unit.

(7) Each Owner hereby waives and releases any and all claims which he or she may have against any other Owner, the HOA, its officers, members of the Board, the Developer, the manager of the HOA, if any, and their respective employees and agents, for damage to the dwelling units or to any personal property located in the dwelling units, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

**F. Negligent Acts.** If the negligence or intentional act of the Owner of any h-Line Dwelling shall cause damage to any Common Wall, roof, walkway, driveway gutter and/or downspout, then such Owner shall bear the entire cost of repair or rebuilding of said Common Wall, roof, walkway, driveway, gutter and/or downspout.

**G. Estimates, Payments; Mechanics Liens.** For any obligation required to be shared by the Owners of a Zero-Lot Line Building, the Owner who initiates the required work (Owner 1) will secure an estimate or estimates from reputable vendors as needed for the work and share the same with other Owner (Owner 2), who shall have ten (10) business days from the receipt of each such estimate to review and approve the same, or to secure and share an alternate estimate with Owner 1. If Owner 2 fails to affirmatively approve or share an alternate estimate within ten (10) business days of receiving an estimate from Owner 1, Owner 2 shall be deemed to approve the estimate received from the Owner 1, and Owner 1 may proceed with the maintenance, repair, and/or replacement pursuant to the estimate. If Owner 2 delivers an alternate estimate to Owner 1, the Owners shall cooperate in good faith to compare estimates and seek mutual agreement. If despite cooperating in good faith the Owners fail to reach mutual agreement, Owner 1 shall be entitled to proceed with the maintenance, repair and/or replacement pursuant to the original estimate.

The Owner who contracts with the service provider for the required work shall be referred to herein as the "Billed Owner." Upon completion of the work, the Billed Owner shall submit an invoice or invoices to the other Owner, complete with receipts and reasonable documentation to substantiate the work completed, and the other Owner shall contribute his or her share of the total costs set forth in such invoice within ten (10) business days of delivery of the invoice by Billed Owner. In the event that an Owner fails to make payment due to the Billed Owner under the provisions of this Article 7, the Billed Owner may make such payment on behalf of the other Owner(s) and may have a lien against such Owner's Zero-Lot Line Dwelling in such amount, upon which interest shall accrue at the rate of eighteen percent per annum, until fully paid, which shall begin to accrue thirty days after demand. The lien shall be established, enforced and released in the manner set forth herein.

All sums and amounts due and payable by one Owner to the other hereunder, which are not paid, shall constitute a lien on such Owner's Zero Lot-Line Dwelling in favor of the other Owner. To evidence such lien, the Owner entitled to the lien shall prepare a written notice of lien, setting forth the amount of such unpaid indebtedness, the nature of the indebtedness, the date the indebtedness first became due, and the name of the Owner and legal description of the Zero-Lot Line Dwelling to be made subject to the lien. Such Notice of Lien may be recorded in the office of the Clerk and Recorder of the Camden County, Missouri ten days after demand by the Owner entitled to the lien to the other Owner for such payment. Such lien shall be deemed however to have attached from the date on which payment of the indebtedness first became due. Such lien may be enforced by the foreclosure of the lien in like manner as a mortgage on real property subsequent to the recording of a notice or claim of such lien. Such lien shall be subordinate to the liens of first mortgages and first deeds of trust but shall be superior to any homestead exemption. In any such proceedings, the non-paying Owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred for filing the lien, and in the event of foreclosure proceedings, the additional costs, all expenses, and reasonable attorneys' fees incurred thereby. In the event that the non-paying Owner satisfies the indebtedness prior to the foreclosure on the lien, the lienholder shall cause to be recorded an appropriate instrument releasing and discharging such lien.

Each Owner shall provide, within fifteen days of a written request by the other Owner, a statement indicating the amount of any unpaid charges or amounts due from the requesting Owner under the terms of this Declaration, any existing defaults under this Declaration by the requesting Owner and any other information deemed proper by the responding Owner. In the event the Owner requested to provide the statement fails to do so within such fifteen days, such failure shall be deemed conclusive evidence that no amounts due under this Declaration are unpaid by the requesting Owner and no defaults by the requesting Owner exist under this Declaration.

**H. Maintenance, Repairs and Replacements: Zero-Lot Line Dwellings.**

Each Owner of a Zero-Lot Line Dwelling shall furnish and be responsible for, at his or her own expense, all maintenance, repairs and replacements for his or her own dwelling unit, including, without limitation the following exterior items: landscaping, mulching, drive and walkway repair, and fencing. Notwithstanding the foregoing, the Mission Bay Subdivision Homeowners Association (the HOA) shall be responsible for and shall engage for the benefit of the Owners the following common services, which services the Unit Owners shall be obligated to use to ensure uniformity throughout the development:

- (1) Lawn maintenance; and,
- (2) Sprinkler maintenance.

Service easements are reserved to the Developer and the HOA, and their respective invitees, agents, successors, and assigns, over and across the lawn and driveway of each dwelling unit for the provision of such common services. The cost of these common services shall be included in the assessments levied by the Developer and the HOA.

**I. Recording of Plat of Survey.** Each Owner shall cause an as-built plat of

survey or similar document, in form required by the Camden County, Missouri Zoning Administrator or applicable governmental authority with jurisdiction, to be prepared and recorded in the office of the Camden County, Missouri Recorder of Deeds, upon completion of construction of a Zero-Lot Line Building.

**J. Rights of Developer and HOA.** The Developer and the HOA shall have exclusive right, standing, and authority to take, or refrain from taking, any action required of or right granted to an Owner which an Owner fails to take or pursue pursuant to this Section 7.

**SECTION 2. ARTICLE III, THE ASSOCIATION, Section 3. Membership., of the Declaration shall be amended in its entirety as follows:**

**Section 3. Membership.** Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The Association shall have two classes of voting membership.

Class A: Class A members shall be all owners with the exception of the Developer and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot all such persons shall be members, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B: Class B member shall be the developer or its assigns and shall be entitled to vote equal to 66.666% (2/3) of all the votes of all classes of members. The Class B membership shall cease and be converted to Class A membership (in accordance with and with the number of votes set forth by the preceding paragraph) on the happening of any one of the following events, whichever occurs first:

- a. When 100% of the lots within the development (either in its present form or including annexed property) shall have been sold by the Developer;
- b. On January 1, 2035; or
- c. Voluntary dissolution of the Class B membership and conversion to Class A membership by the Developer.

**SECTION 3. ARTICLE IV, ASSESSMENTS, Section 3. Regular Annual Assessment., of the Declaration shall be amended in its entirety as follows:**

**Section 3. Regular Annual Assessment.** From and after January 1, 2022, the regular annual assessment shall be set each year by the Board of Directors or the Developer or its assigns.

**SECTION 4. ARTICLE X, GRANTEE'S ACCEPTANCE, Section 5. Reservations by Developer., of the Declaration shall be amended in its entirety as follows:**

**Section 5. Reservations by Developer.** In addition to the reservations and exceptions set forth elsewhere in this Declaration, Developer specifically retains the following:

a. The right, power, authority, and ability to allow Developer, its heirs, assigns, transferees, grantees, and successors in interest to use and enjoy any and all amenities of Mission Bay Subdivision including, but not limited to, the roadways, and common areas, upon the payment of its pro rata share of the operation and maintenance of any said amenities as if, and on the same basis as a lot owner of Mission Bay Subdivision.

b. The right, power, authority, and ability to re-subdivide any lot, block or parcel of land within the Mission Bay Subdivision at any time prior to January 1, 2035.

c. The right, power, and authority to annex additional properties to the Development and to subdivide the same into additional lots, the owners of which shall become members of the Association. All such annexed properties shall be subject to all of the terms of this Declaration, with the exception that Developer may alter the minimum square footage of houses in any non-lakefront addition as the Developer deems appropriate. Such annexation shall be accomplished by the recording of a Supplemental Declaration and Plat describing the property to be annexed and the minimum square footage for houses thereon.

**SECTION 6. Effect.** Except as modified herein by this First Amendment, the Declaration of Restrictions shall remain unchanged in full force and effect.

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IN WITNESS WHEREOF, the undersigned Developer of MISSION BAY SUBDIVISION  
has hereunto set its hand and seal this 2nd day of May, 2022.

MISSION BAY LLC  
a Missouri limited liability company

By: X [Signature]

Its: Manager

State of Illinois )  
County of CHAMPAIGN ) SS

On this 2nd day of May, 2022, before me appeared William [Signature],  
to me personally known, who, being by me duly sworn, did say that he is a manager of  
Mission Bay LLC, a Missouri limited liability company, and that said instrument was  
signed and sealed on behalf of said company by authority of its members and managers,  
and that he acknowledged said instrument to be the free act and deed of said company.

[Signature]  
Notary Public



My commission expires: 07-17-25