



Fourth Amended Declaration of Restrictions

Draft 5/11/2000 LT

1. Identification. These Fourth Amended Declaration of Restrictions amend, succeed and replace the Third Amended Declaration of Restrictions filed of record on 28 August, 1987 and is dated for identification purposes only and is made by INTERNATIONAL VILLAGES OF MISSOURI, INC., ("Declarant").

2. Recitals.

2.1 Ownership. Declarant is the owner of certain real property in Crawford County, State of Missouri described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"). Declarant intends to complete the development of the Property as a recreational vehicle park and campground.

2.2 Sale of Undivided Interests. Declarant intends to sell up to 1,950 serially numbered Undivided Interests in the Property, and this Declaration is made and recorded for the purpose of imposing upon such interests mutual and beneficial restrictions, covenants, conditions and charges ("Restrictions") under a general plan or scheme for the benefit of all such Undivided Interests and the future owners of such Undivided Interests.

3. Definitions. In addition to the terms elsewhere defined, the following terms shall have the following meanings whenever used in this Declaration:

3.1 Articles: The Articles of Incorporation of the Owners' Association, as amended.

3.2 By Laws: By-Laws of the Owners' Association, as amended.

3.3 Campground: The Property, as described in Exhibit A and all improvements constructed thereon.

3.4 Association: The Meramec Valley Owners' Association, a Missouri non-profit corporation, the Members of which shall be owners of the 1,950 Undivided Interests, including the Declarant and certain of the owners' families, as prescribed by the By-Laws.

3.5 Declarant: International Villages of Missouri, Inc., a Delaware Corporation, its successors and assigns, including specifically successors in interest to the real estate described in Exhibit A.

3.6 Member: A Member of the Association having rights described herein and pursuant to the By-Laws.

3.7 Property: All the real property described in Exhibit "A" hereto which is made subject to this Declaration.

3.8 Restrictions: The limitations, restrictions, covenants, terms and conditions and equitable servitudes set forth herein as the same may, from time to time, be amended, supplemented and modified.

3.9 Rules: The rules promulgated by the Association under the By-Laws.

4. Property Subject to Declaration. Declarant hereby declares that the Campground, including all of the Undivided interests are held and shall be held, demised, hypothecated or encumbered, leased, rented, used, and occupied subject to the restrictions contained in this Declaration, all of which Restrictions are declared and agreed to be in furtherance of a plan for the improvement and use of the Campground and the sale of such Undivided interests, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, utility and attractiveness of the Campground. All of the Restrictions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Campground or any part thereof, their heirs, executors, administrators, successors and assigns. Nothing in these Restrictions shall be construed as a gift or dedication of any part of the Campground for public use.

5. Effective Date and Term.

5.1 Effective Date. These Restrictions shall become effective when recorded in the Office of the Recorder of Deeds of Crawford County, Missouri, and when Undivided Interest in the Campground is sold to a person other than Declarant.

5.2 Term. These Restrictions shall affect and run with the land and shall exist and be binding upon all parties claiming any interest in the Campground for twenty-five (25) years from the recording date hereof, after which time the same shall be extended for successive periods of twenty-five (25) years each, unless an instrument, signed by a majority of the then recorded owners of all of the 1,950 Undivided Interests, or by the Board of Directors of the Association, pursuant to a resolution adopted at a meeting of the Members, has been recorded agreeing to change the covenant herein in full or in part.

6. Easements and Rights of Owners. The Declarant is the owner of real estate adjacent to, and abutting, portions of the Campground on which Declarant's real estate, described in "Exhibit B" hereto as a part of this Declaration, is situated certain improvements including, but not limited to, The Ranger Lodge, Miniature Golf, Arcade/Goodie Shoppe, RV storage and horse corral, all of which are integral with the Campground (referred to herein as "The Service Center"). Association members and the Declarant (including general public business invitees) shall have reasonable rights of access from, over and between Tracts A & B described on Exhibit A (the Campground) and Exhibit B (the Service Center), including, but not limited to, reasonable ingress and egress, the right to repair and maintain any shared utility services (for instance, water, electric, sewer, cable TV, natural gas and others) traversing both properties and subject to reasonable Association rules and regulations and operational procedures of the Declarant — it being Declarant's express intention that the properties represented by Exhibit A (the Campground) and Exhibit B (the Service Center) be operated as one integral recreational vehicle park and campground for the benefit of Association members, the Declarant and the general public, with no disruption to the present parking, access and utilization of the land and facilities merely because the recreational vehicle park is divided into two segments, Exhibit A (the Campground) and Exhibit B (the Service Center).

Declarant has entered into a license agreement dated June 18, 1976, with Camp Coast to Coast, Inc., providing reciprocal camping rights between Association members and members of other camping clubs throughout the United States, which license agreement requires twenty-five (25) campsites of the Campground be held available for Camp Coast to Coast, Inc. members and prescribes certain standards to which the campground operations must conform. Camp Coast to Coast, Inc. agreement imposes burdens on the Property to which the Undivided Interests are subject.

7. New Construction. The Declarant reserves the right to develop additional campsites on the Property and to make other improvements thereon, which improvements shall be made at Declarant's expense and without obligation to owners. Declarant shall, however, be entitled, during the construction period, to a construction easement over the Property in order to conduct and complete the construction and improvements.

8. Restrictions on Occupancy and Use.

Members may utilize campsites in any section longer than fourteen (14) consecutive days between May 1st and October 15th, providing they change campsites (move their equipment) after 14 days of use to another properly reserved campsite located in another section; provided however, each owner may, once a year, occupy one campsite for seventeen (17) consecutive days between May 1st and October 15th. Return to the previous camping section cannot be sooner than ten (10) consecutive days. The description of the camping sections will be defined from time to time by the Board of Directors and will be posted at the registration desk in the lodge.

From October 15th through May 1st, members may occupy the same campsite for a period longer than fourteen (14) consecutive days. Further, no owner, except employees of the Declarant or the Association, shall use the Association, shall use the Association address for voting registry purposes; as his principal place of residence or business; or, as his permanent mailing address. Except as permitted in paragraph 8.2, no owner shall attach any appurtenance, attachment, or accessory building or structure to any recreational vehicle, the campground proximate to such vehicle, or to the trees in, on or around such campsite. During the period the Declarant has Undivided Interests to sell, the Declarant or its guests may occupy one-fourth as many campsites as it has Undivided Interests to sell.

8.2 Exclusive Occupancy Rights and Obligations: Certain Owners. Each owner who purchases or acquires an ownership interest in the Exclusive Section shall be entitled to designate one (1) specific campsite (not previously permanently reserved) located in the Exclusive Section as being permanently reserved for such owner's use, as well as for the use of such owner's guests, invitees or family. Such an owner of exclusive occupancy rights shall, so long as dues are kept current, be entitled to park one (1) recreational vehicle, trailer or other similar vehicle, at the campsite on a permanent basis. Occupancy in the Exclusive Section shall be subject to the following restrictions:

(a) No campsite shall be used for permanent residence or domicile. Only tent campers, truck campers, motor homes, travel trailers and other recreational vehicles originally manufactured commercially by a company engaged in the manufacturing of camping and recreational vehicles, as defined by the Recreational Vehicle Institute, may be used on any site. Mobile homes and converted busses are specifically prohibited. No structures other than one tool or storage shed not exceeding forty-eight (48) square feet nor higher than eight (8) feet of approved design by the Association, picnic tables, fireplaces, waste receptacles, recreational vehicle pads and patios of approved design by the Association may be erected upon any site, providing that all such permitted appurtenances are confined to the rear half of the campsite. Carports and covered walkways shall be prohibited. Awnings, made of painted metal, manufactured commercially by a company engaged in the manufacturing of awnings, may be used in lieu of a roll-up awning. The awning shall not exceed the length and height of the recreational vehicle awning attachment area, and shall not protrude more than ten (10) feet from the side of the recreational vehicle. The awning shall be installed by the manufacturer or their representative.

(b) Fencing of wood, shrubs, hedges or any other material may not be more than two (2) feet high. No structure, permanent waste receptacle, grading or elevation shall be commenced, erected or maintained upon any site until the plans and specifications have been approved by the Architectural and Environmental Control Committee of the Association.

(c) No wrecked, abandoned or discarded trailer, watercraft, nor equipment of any kind shall be placed or be permitted to remain on any site. No homemade camper, converted bus or vehicle not originally manufactured for such purpose may be used on any exclusive site.

(d) Each owner shall keep his site in a clean, sanitary and safe condition and appearance (including lawn maintenance) and shall maintain the same in accordance with the rules and regulations promulgated from time to time by the Architectural and Environmental Control Committee of the Association.

(e) No sewage, garbage or liquid or solid waste-disposal system or outside toilets, whether portable or permanent, shall be permitted on any campsite. All vehicles having sewage drains shall have their drains sealed for the duration of their stay on any site, unless such drains are connected to the approved sanitary sewer system. Garbage and trash receptacles shall be kept at the rear of all sites.

that household pets may be kept on leash at sites, provided they are not raised, bred or kept for commercial purposes and are maintained under control at all times and not permitted to create a public health or noise nuisance.

(h) No live trees having trunks larger than three (3) inches in diameter shall be removed without the prior permission of the Architectural and Environmental Control Committee of the Association.

(i) No owner or other person except the Declarant or the Association shall erect or maintain any sign or advertisement in the Campground. All drainage ditches and swales located on an owner's exclusive site shall be kept free and unobstructed and in good repair by the owner. Culverts shall be installed by owners as may be reasonably required by the Association for proper drainage. No change shall be made of the water shed on the campsite which would cause excess water, damage or erosion to nearby campsites.

(j) No drilling or digging of wells of any description, quarrying, mining, dredging or excavating of any type or nature shall be performed by any owner.

9. The Meramec Valley Owners' Association.

9.1 Membership. Every person, including Declarant as to its unsold Interests, who acquires a legal or equitable right in an Undivided Interest in the Property, shall be a Member of the Association. Provided, however, that such Membership is not intended to apply to those persons who hold an encumbrance on an Undivided Interest as security for the performance of an obligation to pay money. Provided, further, that such Membership is intended to apply to such person or entities if they become owners of one or more Undivided Interests following conveyance by deed in lieu of foreclosure, foreclosure, or other proceedings against the security. The rights, duties, privileges and obligations of a Member shall be in accordance with these Restrictions, and with the Articles, the By-Laws, and the Rules.

9.2 Purposes and Powers. The purpose of the Association is to further and promote the common interests and welfare of its Members and to operate, preserve and maintain the Campground. The Association shall have such powers as are set forth in its Articles, By-Laws and Rules. The Association shall be the means for promulgating and enforcing all regulations necessary to govern the use and enjoyment of the Campground by Members and their guests.

9.3 Assessments. The Association shall have all the powers that are set forth in the Articles and the By-Laws or that belong to it by operation of law, including the power to levy against every Undivided Interest of any Member (except the Declarant) an assessment of dues as set forth in the By-Laws.

(a) Payment of Assessments: Lien. Every assessment of dues made shall be paid to the Association or to its designated agent for collection on or before the date established by its Board, pursuant to the resolution adopted by the Board fixing the amount of such assessment. Written notice of such assessment and the date of payment shall be sent to each Member. Said assessments shall be and remain a lien upon the Undivided Interest of the respective Member until paid.

(b) Recording Notice of Lien. Upon the adoption of a resolution of assessment, the Association may, at its election, thereafter cause a notice thereof and of the lien created thereby to be signed and acknowledged by it and recorded in the Office of the Recorder of Deeds of Crawford County, Missouri.

(c) Content of Notice: Release of Lien. Such recorded notice shall embody said resolution and state the amount of assessment, the time payable, and when it becomes a lien. When paid, the Association shall, from time to time, execute, acknowledge and record in the Office of the Recorder of Deeds of Crawford County, Missouri, a release or releases of lien with respect to the Undivided Interest for which payment has been made.

(e) Enforcement of Assessments by Foreclosure. All liens herein provided for shall be enforceable by foreclosure in the manner provided by Missouri law. By entering into a contract to purchase an Undivided Interest, a Member thereby appoints the Association as Trustee for the benefit of all other Undivided Interest owners to foreclose such liens.

(f) Disposition of Assessments Funds. The funds arising from such assessments, so far as may be sufficient, shall be applied toward the payment of expenses incurred by the Association in the maintenance of the Campground and in furthering and promoting the recreation and welfare of all Members of the Association, all as set forth and provided in the Articles and By-Laws.

(g) Declarant's Operating Deficit Guarantee. Declarant shall be responsible to pay to the Association sufficient funds to cover any operating deficits of the Association until July 1, 1980, or until the sale of 1,250 Undivided Interests, whichever first occurs. Declarant shall not be responsible at any time for dues or assessments to the Association.

9.4 Succession. In the event that the Association, as a corporate entity, is dissolved, for any reason, a non-profit, unincorporated association shall forthwith and without further action or notice, be formed and succeed to all the assets, rights, privileges, duties and obligations of the Association to the same effect as regards Members' rights as though the corporate entity still existed.

10. Amendments. These Restrictions may be amended at any time by the recording of an instrument signed and acknowledged by the President and Secretary of the Association, certifying that such amendment has been approved by two-thirds (2/3) of the Membership, which votes and voting shall be in accordance with the provisions of Article 12. The foregoing notwithstanding, no amendment shall be made to these Restrictions which would impair the rights of the Declarant as set forth in these Restrictions without the written consent of the Declarant.

11. Partition. For twenty-five (25) years from the date of recording of these Restrictions and for each successive twenty-five (25) year period that these Restrictions are extended as provided in paragraph 5.2 hereof, owners of Undivided Interests and their successors in interest absolutely waive the right to partition the Property in kind, and waive the right to seek partition for the purposes of sale, lease, or encumbrances, unless the bringing of a suit for partition has been approved by the vote or written agreement of not less than two-thirds (2/3) of the votes of the Association voting membership, including Declarant.

12. Voting. Voting under the Declaration on all questions subject to voting by the membership including, but not limited to, amendments under Article 10, above, shall be subject to the provisions of this Article 12. Until 1,250 Undivided Interests have been sold by Declarant, or until July 1, 1980, whichever date shall first occur, Declarant shall have three (3) votes for every one (1) of the Undivided Interests which have not been sold by Declarant. After July 1, 1980, or such earlier time as 1,250 Undivided Interests have been sold by Declarant, Declarant shall then have one (1) vote for each Undivided Interest remaining unsold or held by Declarant. For this purpose, Undivided Interests shall not be considered to have been sold by Declarant if a secured party succeeds to ownership of Declarant's Undivided Interests and all Declarant's remainder interest in the Campground by deed in lieu of foreclosure, trustee's sale, or other proceedings under deed of trust. At all times hereunder, all other Members shall have one (1) vote for each Undivided Interest as prescribed in the By-Laws.

13. Enforcement of Restrictions. The following persons shall have the right to exercise any remedy at law or in equity to compel strict compliance with the foregoing Restrictions:

- (a) Declarant, so long as Declarant holds one (1) or more Undivided Interest.

14. Obligations of Members: Avoidance. Termination.

14.1 Non-Use or Abandonment. No owner of an Undivided Interest, through his non-use of the Property, or professed abandonment of his interest, may avoid the burdens or obligations imposed on him by these Restrictions, or the Articles, By-Laws or Rules by virtue of his being or having been an owner.

14.2 Transfer. Upon the transfer of an Undivided interest, as provided in the By-Laws of the Association, the transferor shall not be liable for any assessments levied with respect to such Undivided interest for an assessment year commencing after the date of recordation of the sale.

15. Secured Parties.

15.1 Subordination of Liens. Any lien created or claimed under the provisions of this Declaration with respect to regular or special assessments for the payment of money shall be subordinate to the lien created by a deed of trust made in good faith and for value. If a secured party comes into ownership of an Undivided Interest, pursuant to the remedies provided in a deed of trust, pursuant to foreclosure of the deed of trust, or pursuant to a deed in lieu of foreclosure, it shall take such Undivided Interest free of any claims for unpaid assessments or charges against such Undivided Interests which accrue prior to the time such secured party acquires the Undivided interest.

15.2 Violation of Covenants. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any deed of trust made in good faith and for value, but all of such covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure, trustee's sale or otherwise.

16. Miscellaneous.

16.1 Severability. The limitations, restrictions, covenants and conditions of these Restrictions shall be deemed independent and severable, and the invalidity of any provisions shall not affect the validity or enforceability of any other provisions.

16.2 Plural: Gender. The singular shall include the plural, and the plural the singular, unless the context requires the contrary; and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

16.3 Titles. All titles used in these Restrictions are intended solely for convenience, and the same shall not affect that which is set forth in each of these Restrictions.

16.4 Remedies Cumulative. No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.

16.5 Binding: Governing Law. This Declaration shall bind the parties, their personal representatives, successors and assigns. This Declaration shall be governed by the laws of the State of Missouri.

16.6 Additional Acts. Any party will, at the request of any other party, execute and deliver such further documents and do such further acts and things as such party may reasonably request in order to fully effect the purposes of this Declaration.

CERTIFICATE

As required by Articles 10 and 12 of the original Declaration of Restrictions filed by International Villages of Missouri, Inc. on July 7, 1976 in the Records Office in Crawford County, Missouri, we, the undersigned, being the duly elected President and Secretary of the Meramec Valley Owners' Association hereby certify that the foregoing Fourth Amended Declaration of Restrictions was adopted and approved **by a vote of more than two-thirds (2/3)** of the membership of the Association by Mail Ballot and at the Board of Directors' Meeting held on July 9, 1989. Dated: August 24th, **1989**.

Disregard this part LT

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BECKIE S. HUCKRIEDE

- **President of the Meramec Valley Owners' Association**

LARRY E. GEISLER

Secretary of the Meramec Valley Owners' Association

CAMPGROUND PROPERTY SUBJECT TO RESTRICTIONS

Real estate situated in.. Crawford County, Missouri, described as follows:

Tract "A"

All of the Northeast Quarter of the Southwest Quarter and all of the Northwest Quarter of the Southeast Quarter of Section 9, Township 39 North, Range 4 West, except the two fractional parts of the Northwest 1/4 of the Southeast 1/4 of Section 9, Township 39 North, Range 4 West, more particularly described as follows: Beginning at the Southwest corner of Northwest 1/4 of the Southeast 1/4 of Section 9, Township 39 North, Range 4 West; Thence South 89° 11' East, along the South line of the Northwest 1/4 of the Southeast 1/4 of Section 9, Township 39 North, Range 4 West, 537.24 feet; Thence North 116.64 feet to the point of beginning of the tract herein described. Thence South 86° 01' East, 253.20 feet; Thence North 3° 59' East, 66.0 feet; Thence South 86° 01' East, 119.60 feet; Thence North 0° 02' East, 314.20 feet; Thence North 89° 58' West, **166.20 feet; Thence South 0° 02' West, 142.40 feet; Thence South 89° 58' East, 50.40 feet; Thence South 00 02' West, 53.20 feet; Thence North 87° 51' West, 1.39.00 feet; Thence North 00 09' East, 83.80 feet; Thence South 89° 48' West, 112.20 feet; Thence South 2° 17' West, 247.44 feet to the point of beginning and also excluding all of the Northwest 1/4 of the Southeast 1/4 of Section 9, Township 39 North, Range 4 West lying South and East of Missouri State Highway "UU". The total tract contains 77.55 acres, more or less.**

Tract "B"

A fractional part of the Southeast one quarter of the Northwest one quarter of Section 9, Township 39 North, Range 4 West, more particularly described as follows: Beginning at the Southeast corner of the Southeast one quarter or the Northwest one quarter of Section 9, Township 39 North, Range 4 West; Thence North 89° 02' West, 496.83 feet to the point of beginning of the tract herein described; Thence North 10 02' East, 1311.92 feet; Thence North 88° 59' West, 830.0 feet to the northwest corner of the Southeast one quarter of the Northwest one quarter of Section 9, Township 39 North, Range 4 West; Thence South 10 02' West, 1312.64 feet to the Southwest corner of the Southeast one quarter of the Northwest one quarter of Section 9, Township 39 North, Range 4 West; Thence South 89° 02' East, 830.0 feet to the point of beginning. Containing 250 acres more or less.

The total for both tracts contains 102.55 acres more or less.

EXHIBIT "A"

SERVICE CENTER PROPERTY
RETAINED BY THE DECLARANT

Real estate situated in Crawford County, Missouri, described as follows:

Tract "C"

A fractional part of the Northwest 1/4 of the Southeast 1/4 of Section 9, Township 39 North, Range 4 West, more particularly described as follows: Beginning at the Southwest corner of Northwest 1/4 of the Southeast 1/4 of Section 9, Township 39 North, Range 4 West; Thence South 89° 11' East, along the South line of the Northwest 1/4 of the Southeast 1/4 of Section 9, Township 39 North, Range 4 West, 537.24 feet; Thence North 116.64 feet to the point of beginning of the tract herein described. Thence South 86° 01' East, 253.20 feet; Thence North 3° 59' East, 66.0 feet; Thence South 86° 01' East, -119.60 feet; Thence North 0° 02' East, 314.20 feet; Thence North 89° 58' West, 166.20 feet; Thence South 0° 02' West, 142.40 feet; Thence South 89° 58' East, 50.40 feet; Thence South 0° 02' West, 53.20 feet; Thence North 87° 51' West, 139.00 feet; Thence North 0° 09' East, 83.80 feet; Thence South 89° 48' West, 112.20 feet; Thence South 2° 17' West, 247.44 feet to the point of beginning. Containing 2.21 acres more or less and being the area commonly known as the "Service Center". Plus the right of ingress and egress over and across the Northwest 1/4 of the Southeast 1/4 of Section 9, Township 39 North, Range 4 West.

Tract "D"

A fractional part of Northwest 1/4 of the Southeast 1/4 of Section 9, Township 39 North, Range 4 West, more particularly described as follows: All of the Northwest 1/4 of the Southeast 1/4 of Section 9, Township 39 North, Range 4 West lying South and East of Missouri State Highway "till" containing .24 acres more or less.

Tract "E"

All that part of the Northeast Quarter of the Southeast Quarter of Section Nine (9), Township Thirty nine (39) North, Range Four (4) West, lying North and West of the Cuba and Argo County Road, containing 4 1/2 acres, more or less. Subject to rights, privileges and grants accruing unto the State of Missouri, acting by and through the State Highway Commission of Missouri, as set forth and granted by a deed recorded in Book 158 at Page 174 of the Deed Records of Crawford County, Missouri.

Tract "F"

A fractional part of the Southeast one quarter of the Northwest one quarter of Section 9, Township 39 North, Range 4 West, more particularly described as follows: Beginning at the Southeast corner of the Southeast one quarter of the Northwest one quarter of Section 9, Township 39 North, Range 4 West; Thence North 00° 24' East, 1311.65 feet to the Northeast corner of the Southeast one quarter of the Northwest one quarter of Section 9, Township 39 North, Range 4 West; Thence North 88° 59' West, 482.66 feet; Thence South 00° 02' West, 1311.92 feet; Thence South 89° 02' East, 496.83 feet to the point of beginning. Containing 14.75 acres more or less.

The total of all tracts of Exhibit "B" contains 21 .70 acres more or less.