

Recorded in Camden County, Missouri



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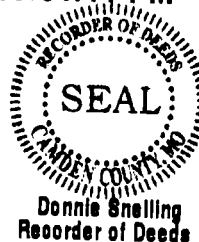
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CJR PROPERTY LLC



**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS FOR  
THE OAKS AT 5-89 SUBDIVISION**

**Developer/**

**Grantor:** CJR Property LLC, a Missouri limited liability company [mailing address: 314 Kadie Drive, Linn Creek, MO 65052]

**Grantee:** Oaks of the Ozarks, Inc., a not for profit corporation of the State of Missouri [mailing address: 36 Covington Square Road, Linn Creek, MO 65052]

**Re:** The following described real estate situated in Camden County, Missouri:

See Exhibit A attached hereto

**Date of**

**Document:** July 6, 2023

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS FOR  
THE OAKS AT 5-89 SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION FOR THE OAKS AT 5-89 SUBDIVISION (this "Amendment") is made, entered into, executed, delivered and recorded by **CJR Property LLC**, a Missouri limited liability company, in view of the following facts, matters and circumstances:

**RECITALS**

WHEREAS, The Oaks at 5-89 (the "Development") is a proposed residential subdivision located in Camden County, Missouri;

WHEREAS, The Development is currently subject to that certain "Declaration of Restrictions for the Oaks at 5-89" (the "Original Declaration") which is recorded at Book 592, Page 15 of the Real Estate Records of Camden County, Missouri.

WHEREAS, the Original Declaration identified the "Declarant" as The Oaks at 5-89, Inc. (the "Original Declarant"). The Original Declarant was also identified as the sole Class A Member of The Oaks at 5-89 Master Association, Inc. (the "Association");

WHEREAS, the Original Declarant has assigned all of its rights as the Original Declarant and Class A Member to CJR Property, LLC ("Successor Declarant") by virtue of that certain Assignment of Declarant's Rights as to The Oaks at 5-89 Subdivision recorded at Book 592, Page 15 of the Real Estate Records of Camden County, Missouri;

WHEREAS, Section 18.5 of the Original Declaration authorizes the Declarant to unilaterally amend the Declaration until October 8, 2024; and

WHEREAS, the Successor Declarant desires to amend the Original Declaration as set forth herein.

NOW, THEREFORE, in view of the foregoing Recitals, the Successor Declarant hereby covenants, declares, states and agrees as follows:

1. **Original Declaration to Continue as Amended.** The Original Declaration, as amended by this Amendment, shall continue in full force and effect and shall continue to run with the land subject to the Original Declaration. All provisions of the Original Declaration not amended by this Amendment shall continue in full force and effect as written.

2. **Amendment of Article II.** Article II of the Original Declaration is hereby amended as follows:

- a. Subsection 6 of Article II is hereby deleted in its entirety and shall be replaced with the following language substituted in lieu and in place thereof:

6. *“Association” shall mean Oaks of the Ozarks, Inc., a Missouri not-for-profit corporation, or any successor of the Association by whatever name, charged with the duties and obligations set forth in this Declaration and in the Bylaws of the Association, a copy of which are attached hereto as Exhibit “B” and incorporated herein by this reference. All references in this Declaration to the “Association” or the “Master Association” shall mean and refer to such Oaks of the Ozarks.*

- b. Subsection 10 of Article II is hereby deleted in its entirety and shall be replaced with the following language substituted in lieu and in place thereof:

10. *“Class A Member” shall mean CJR Property, LLC, a Missouri limited liability company. CJR Property, LLC (or its successor or assigns) may voluntarily relinquish and assign its rights, privileges and powers to act as a Class A Member to the Association at any time by executing and recording a written instrument of assignment in favor of the Association. Otherwise, the Class A Member shall continue to hold such rights, privileges and powers as set forth in Section 3.2 of Article III of the Declaration.*

- c. Subsection 27 of Article II is hereby deleted in its entirety and shall be replaced with the following language substituted in lieu and in place thereof:

27. *“Oaks of the Ozarks” shall mean the planned community created by this Declaration, consisting of the Property and all of the Improvements located on the Property.*

3. **Further Amendment.** For the purpose of clarity, following the Effective Date of this Amendment, all references in the Original Declaration to the “Oaks at 5-89 Subdivision” shall be considered amended to mean and refer to the “Oaks of the Ozarks.” Further, all references to the “Association” or “The Oaks at 5-89 Master Association, Inc” shall be considered amended to mean and refer to “Oaks of the Ozarks, Inc.” Oaks of the Ozarks, Inc. shall have all of the rights, privileges and powers granted to The Oaks at 5-89 Master Association, Inc. under the Declaration. All references to the “Declarant”, the “Class A Member” or “The Oaks at 5-89, Inc.” shall be considered amended to mean and refer to CJR Property, LLC. CJR Property shall have all rights, powers and privileges granted to the Declarant, the Class A Member and The Oaks at 5-89, Inc. under the Declaration.

4. **Amendment of Section 3.2.2 of Article III.** Subsection 3.2.2 of Article II is hereby deleted in its entirety and shall be replaced with the following language substituted in lieu and in place thereof:

3.2.2 **Class A Members.** *“Class A Member” shall mean CJR Property, LLC, a Missouri limited liability company. The Class A Membership shall cease to exist as a class of membership in the Association upon the happening of Declarant either voluntarily relinquishing in writing its rights, privileges, authorities and powers pursuant to this*

*Declaration and the Bylaws or September 1, 2040, whichever occurs first in time. Class A Members shall have the rights and responsibilities set forth in the Bylaws.*

5. **Amendment of Section 18.5 of Article XVIII.** Section 18.5 of Article XVIII is hereby deleted in its entirety and shall be replaced with the following language substituted in lieu and in place thereof:

**18.5 Amendment by Declarant**

*Notwithstanding Section 18.2 or any other provisions of the Declaration, Declarant, acting alone, reserves to itself the sole right and power to modify and amend this Declaration by executing and recording an instrument setting forth the amendment. This right and power of the Declarant, acting alone, to amend this Declaration, in whole or in part, at any time, and from time to time, shall be effective only with respect to any amendments recorded on or before September 1, 2040.*

IN WITNESS WHEREOF, the Developer has executed this Amendment as of the day and year hereinabove set forth.

**DECLARANT:**

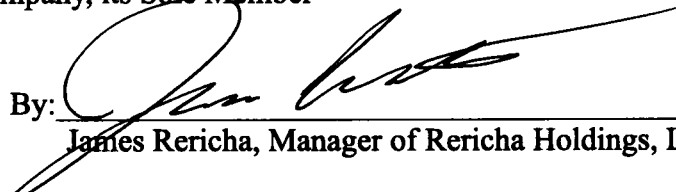
**CJR Property, LLC, a Missouri limited liability company**

By: Rericha Holdings, LLC, a Missouri limited liability company, its Sole Member

Date of Signature:

07/06/2023

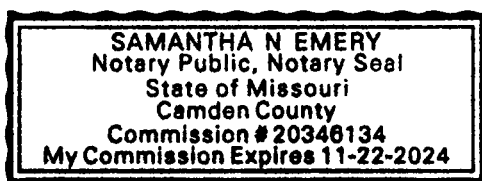
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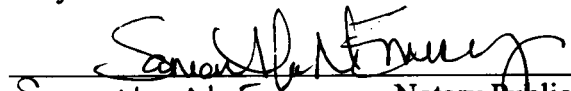
  
James Rericha, Manager of Rericha Holdings, LLC

STATE OF Missouri )  
COUNTY OF Camden ) SS

On this 6<sup>th</sup> day of July, 2023, before me appeared James Rericha, to me personally known, who, being by me duly sworn did say that he is a Manager of Rericha Holdings, LLC, a Missouri limited liability company, which is the sole member of CJR Property, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members, and said member acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in the State and County aforesaid, on the day and year hereinabove first written.



  
Samantha N. Emery, Notary Public  
Camden County, State of Missouri  
My commission expires: 11-22-2024

## **Exhibit A – Legal Description**

All that part of the following described property lying above contour elevation 665 described as follows:

All of that part of the West ½ of Section 1, Township 38 North, Range 17 West, Camden County, Missouri, described as follows: Beginning at a point 1240 feet South of the Northwest corner of Lot 2 of the Northwest ¼ of said Section 1; thence South along the West line of said Section 1, 2104 feet more or less to the Southwest corner of the North ½ of the North ½ of the Southwest ¼ of said Section 1; thence East 2200 feet more or less to a point; thence North 18 degrees 30 minutes East along the branch and down the cove 1300 feet to a point on the East line of Lot 1 of the Northwest ¼; said point being 1994 feet more or less South of the Northeast corner of Lot 2 of said Northwest ¼ of Section 1; thence North 620 feet more or less to a point which is 1374 feet South of the Northeast corner of Lot 2 of said Northwest ¼ of Section 1; thence West parallel to the North line of said Section 1, 1330 feet more or less; thence North 134 feet; thence West 1330 feet more or less to the point of beginning.

Subject to easements of Union Electric Light and Power Company and all existing roads and easements.

Also subject to the right of E.L. Driver and Ruth Driver, their heirs and assigns to use the West 60 feet of that part of above property included in deed filed in Book 122 at page 346 in the Camden County Recorder's Office for purposes of ingress and egress.

ALSO:

The South 20 acres of the Northwest quarter of the Southwest Quarter of Section 1, Township 38 North, Range 17 West, Camden county, Missouri, EXCEPTING THEREFROM, a twenty foot square or part, if any, located thereon for cemetery purposes.

ALSO:

All that part of the North half of the Southeast Quarter of Section 2, Township 38, Range 17, Camden County, Missouri, which lies between the East right of way line of Lake Road 5-89 and the West line of the East half of the Northeast quarter of the Southeast Quarter of Section 2, Township 38, Range 17, except the South 600 feet thereof.

ALSO:

All that part of the North Half (N1/2) of the Southeast Quarter (SE ¼) of Section 2, Township 38, Range 17, described as follows:

The East Half (E ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) and the South 600 feet of the North Half (N ½) of the Southeast Quarter (SE ¼) lying between the East right of way line of Lake Road 5-89 and the West line of the East Half (E ½) of Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) above described.

Subject to all restrictions, reservations, conditions, exceptions, and easements of record and to any roadways or power lines whether of record or not.