

Lake of the Oaks

Declaration of

**Covenants,
Conditions,
Easements
& Restrictions
(CCERs)**

**Approved by property owners: February 18, 2010
with a December, 2014 amendment.**

Lake of the Oaks

Covenants, Conditions, Easements & Restrictions

**Approved by property owners: February 18, 2010
replacing all previous CCERs and amendments thereto.**

February 18, 2010

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR LAKE OF THE OAKS PROPERTY OWNERS
ASSOCIATION, INC.**

WHEREAS, said real property has heretofore been platted and known as LAKE OF THE OAKS; AND

Whereas the Lake of the Oaks Property Owners Association, Inc. (hereafter "Association") intends to further develop and improve said real property and to sell and convey tracts of said real property and desires to subject and impose on all of said lots known as Lake of the Oaks and shown on the Lake of the Oaks Amended Plat No. One as recorded in the Office of the Recorder of Clark County, Missouri, on May 21, 1971, in Plat Book 2 at pages 21 and 22 certain mutual and beneficial restrictions, covenants, conditions, easements, liens and fees, hereinafter referred to as the "Covenants", for the use and benefit of the present owners and for its and their future grantees for the purpose of protecting the said land for residential and recreational uses, except as herein otherwise specifically provided, and for the purpose of protecting the Association, its successors and assigns, in the use and enjoyment of the said land does hereby make, establish and impose upon the said land, subject to modification or change as hereinafter provided, the following covenants and agreements which shall run with the said land and shall be binding upon the Association, its successors and assigns, and all persons, firms, partnerships, or corporations claiming by, through, or under the Association until such time as said covenants shall have been modified or changed as herein provided.

NOW THEREFORE, all previous agreements and instruments pertaining to said real property and providing for restrictive covenants, rules, easements, obligations, promises, regulations, By-Laws and liabilities imposed or assumed by reason of said instruments and shall be and are hereby fully, completely and absolutely terminated and revoked by the Association as owners of all the said real property and shall have no further force of effect, including the following instruments or agreements recorded in the Office of the Recorder of Clark County:

1. "Restrictive Covenants." Recorded September 12, 1960 in Mortgage Record Book No. 61 at page 541;
2. "Restrictive Covenants." recorded December 1, 1967 in Mortgage Record Book No. 68 at page 321;
3. "Agreement." recorded March 15, 1971;
4. "Declarations of Additional Restrictions." recorded May 21, 1971 at Microfilm Drawer 2M at Card 628;
5. "Home Association Declaration." recorded May 21, 1971 at Microfilm Drawer 2M at Card 631;
6. "Declaration of Covenants, Conditions, Easements and Restrictions Lake of the Oaks" recorded February 28, 1985 in Microfilm Drawer 12M at Card 2535;
7. "Amendment to Lake of the Oaks Declaration of Covenants, Conditions, Easements and Restrictions;" recorded December 26, 1990 in Microfilm Drawer 20M at card 1523;
and the following unrecorded agreements:
 1. "Lake of the Oaks Property Owners Association Rules and Regulations." no date; and

2. "By-Laws of the Lake of the Oaks Property Owners Association, Inc.,"
adopted to the "Articles of Incorporation" issued March 17, 1969,

NOW FURTHER THEREFORE, the Association, for itself and for its successors and assigns and for its and their future grantees, in their use and enjoyment of the said land, hereby makes, establishes, agrees and declares that all of said real property known as Lake of the Oaks shall be and it is hereby subjected to each and every one of the following covenants, restrictions, stipulations, and charges, (hereinafter called collectively the "Covenants"), all of which shall run with said land, and shall be binding upon the Association, its successors and assigns, and all persons, firms or corporations claiming by, through, or under the Association until such time as said covenants shall have been modified or changed as herein provided. Where reference is made herein to the "Plat", such reference shall be taken as referring to Lake of the Oaks Amended Plat No. One, as recorded in the Office of the Recorder of Clark County, Missouri, on May 21, 1971, in Plat Book 2 at Page 21 and 22.

Section 1. Residential Character of the Development.

- A. Commercial Lots. No lots shall be designated for commercial use. No commercial use for any purposes, either services or sale of goods shall be done at the Lake of the Oaks, except if said activity doesn't have the appearance of commercial activities; no signs advertising the activity, no additional traffic created due to the activity, no noise that would disturb the quiet enjoyment of the other members of the Association.
- B. Recreation and Amenity Uses. The Association specifically reserves unto itself, its successors and assigns, lots in the Development, by specific restriction or covenant in the instrument, by which the Association may hereafter convey the same, for use for supporting facilities and utilities, for recreational purposes, or for other amenity for the benefit or convenience of owners of the lands within the Development.
- C. Residential Lots. Except as hereinabove otherwise expressly provided, all other platted lots in the development shall be used exclusively for single family residential purposes. No more than one (1) single family dwelling and garage and one other accessory outbuilding for storage purposes, may be constructed or erected on any one tract.
- D. Leasing or rental of lots or dwellings is prohibited.
- E. No lots shall be sub-divided.
- F. Residential Use of Accessory Outbuildings Prohibited. In no event shall any accessory outbuilding, or any temporary structure which may be constructed within said Development under these restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation.
- G. Occupancy or Residential Use of Partially Completed Dwelling House prohibited. No dwelling constructed within the development shall be occupied or used for residential purposes or human habitation until the exterior thereof shall have been substantially completed. The determination of whether or not the exterior thereof shall have been "substantially completed" shall be made by the Board of Directors for the Lake of the Oaks Property Owners Association, Inc. (hereinafter "Board"). The decision of the Board shall be binding on all parties concerned.
- H. Camping. Lot owners must obtain prior permission from either the Board, a Board member or an E.C.C. Committee member prior to placing tents within the

development for the purpose of camping. Any camping is restricted to lot owners and immediate family members. Tents may not be left pitched if not occupied that night. All lots must be cleared of campsite accessories in which a tent is not erected and restored to the condition in which it was found prior to use. No sewage, water waste, human waste or garbage may be emptied on the lot.

- I. Recreational Vehicles, Motor Homes, Campers and Hitch Trailers. Properly licensed and operable recreational vehicles, motorized homes, campers and hitch trailers may be parked on lots if owned by the owner of the lot, as long as the lot has sewer, water, and electric. No more than one occupied guest trailer may be also parked on a lot. No self-contained toilet or holding tank shall be emptied or drained upon lots.
- J. Mobile Homes. No single-wide mobile home will be permitted. Those mobile homes already in place at the time of this covenant will be grandfathered in. However, they may not be replaced with another single-wide mobile home.

Section 2. Restrictions Concerning Size, Placement and Construction of Structures, and Maintenance of Tracts and Improvements.

A. Definitions:

- a. "Cottages" shall be any structure that is mounted upon and supported on a permanent attached foundation and footings, have in excess of 576 square feet, is not mobile or on wheels and having a composition roof with at least 3-12 pitch.
- b. "Single-Wide Mobile Home or Trailer" shall be a structure less than 18' in width brought to the site on wheels, whether or not such wheels remain attached, and does not fit the definition of recreational vehicle or cottage. No single-wide mobile home will be permitted except as grandfathered in per these covenants.
- c. "Recreational Vehicle": (RV) a recreational vehicle is a vehicle that is permanently mounted on wheels, was not manufactured for the purposes of hauling passengers (even though now modified from a converted bus) is completely self contained, i.e., has its own water supply, sewage holding tank, complete bathing facilities and kitchen facilities, and is either motorized, that is moves under its own power, or is towed by a regular towing vehicle and is licensed annually as a recreational vehicle by the State of Missouri or any other State licensing recreational vehicles.
- d. "Modular Homes": Homes that are delivered on wheels, or other means of transportation, the wheels are removed (delivered on skids), and the modular home is mounted upon a permanent concrete foundation with footings and has a composition roof at least 3-12 pitch, and when completed and set up on a lot meets all the qualifications of a cottage. No part of "tip outs" shall be included in meeting this requirement. The length shall be no longer than 60 feet. These homes are wood frame and are State Code certified.
- e. "Double Wide Trailer": These homes are steel framed with wheels attached to the frame. They are delivered on wheels and the wheels are removed. They are made to HUD code specification and will have at least a 3-12 pitch roof. They can be mounted on an easy set basement or on a foundation. These must be at least 24' wide. The length shall be no

longer than 60 feet.

- B. A recreational vehicle, as herein defined, shall be permitted, however, that vehicle may not become a permanent structure, must be fully licensed and if motorized, must be kept in running condition, tires on all recreational vehicles shall be usable and inflated, and shall not be used as a permanent residence. A recreational vehicle must be fully maintained as to its aesthetic appearance. The aesthetic appearance and maintenance of the vehicle shall be controlled and subject to the control of the Board. No lot shall be used for a recreational vehicle lot for more than four years from date of purchase of the lot or adoption of the covenants.
- C. Minimum Living Space Areas. No dwelling house having less than 576 square feet of living space (exclusive of porches, terraces, garages, car ports and other buildings) on the first floor of said dwelling, shall be constructed or erected within the Development. In determining the area contained within a dwelling, there shall not be taken into consideration any area which is wholly or substantially below ground level.
- D. Height Restrictions. No dwelling shall be more than two (2) stories in height above ground level at any one point. No accessory outbuilding shall be more than one story in height above ground level at any one point. These height restrictions shall not prohibit normal gables, but any finished or regularly occupied garret shall be considered a "story" for the purposes of these height restrictions.
- E. Mobile Homes. Single-wide Mobile homes that have been grandfathered in must be adequately maintained and kept in a state of good repair, especially its exterior physical condition, which shall be regularly painted. Single-wide Mobile homes, Modular homes and Double-Wide Trailers must be fully skirted.
- F. Set-Back Requirements. Except as may be otherwise provided in these Covenants or on the Plat, no above grade structure shall be constructed or placed on any tract in the Development (including fences) except as hereinafter provided in Section 2G except as follows:
 - f. Front Yards – The front building set-back line shall be not less than twenty-five (25') feet from the front boundary line of such tract.
 - g. Side Yards – The side yard set-back line shall be not less than five feet (5') from the said line of the tract except where said tract is a corner lot, and in such case the minimum side yard set-back line shall be twenty feet (20') from the side line of such tract adjoining the side road right-of-way.
 - h. Rear Yards – If the rear of a particular tract abuts on a platted road, the minimum rear set-back line shall be twenty-five feet (25') from the rear boundary of said tract. If the rear of a particular tract abuts on Lake of the Oaks, the minimum rear set-back line shall be fifty feet (50) from the normal pool water line of said Lake, which is at elevation 598 feet. In all other cases, the minimum rear set-back line shall be twenty feet (20') from the rear boundary of said tract.
 - i. Special Cases – Where the topography of a tract so requires, a set-back variance may be permitted by the Board.
 - j. Definitions:
 - i. "Side Line" is a boundary line that extends from the road on which the tract faces to the rear line of said tract.
 - ii. "Rear Line" is the boundary line that is farthest from, and

substantially parallel to the road which the tract faces.

- iii. "Front Line" is the boundary line of the tract abutting upon a platted road. Where a tract has more than one boundary abutting upon platted roads, the "Front Line" shall be the boundary with the least frontage upon a platted road.

- G. Fences. Any yard fences existing at the time these Covenants are adopted shall be grandfathered in. In order to preserve the natural quality and aesthetic appearance of the area within the Development, the Board shall approve the size, location, height and composition of all fences or other enclosures constructed within the Development.
- H. Exterior Construction Materials. The finished exterior of every building constructed or placed on any tract in the Development shall be of permanent material. Use of tar paper, rollbrick siding or any other similar material is expressly prohibited, though not by way of limitations.
- I. Diligence in Construction. Every structure within the Development shall be completed within one (1) year after the beginning of construction or placement. No improvement which has been partially or totally destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.
- J. Prohibition of Used Structures. All new structures constructed or placed within the Development shall be constructed with a substantial quantity of new materials.
- K. Maintenance of Lots & Improvements. The owner of each tract in the Development shall at all times maintain said tract and any improvements thereon in such manner as will prevent said tract or improvement from becoming unsightly; and specifically, such owner shall:
 - k. Mow said tract at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds thereon. All lots with a building must be mowed at least once a month during the months of April to October.
 - l. Promptly remove all debris or rubbish from said tract.
 - m. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of said tract, or the Development.
 - n. Cut down and remove dead trees from said tract when they constitute a hazard to persons or property off of such tract.
 - o. Prevent debris or foreign material from entering Lake of the Oaks; and if such debris or foreign material has entered Lake of the Oaks from said tract, promptly remove the same. Leaves and tree limbs are not to be disposed of in the Lake, with the exception of habitat placed in the Lake by the Environmental Committee.
 - p. Maintain the exterior of all improvements on said tract in such a state of repair as will prevent their becoming unsightly. Wood and metal exteriors shall be stained with at least two coats of stain or paint and shall be regularly painted.
- L. Nonconforming Use: At the time of the adoption of these further restrictions some of the lots were being used in a lawful manner, although such use does not now conform to the provisions hereof. The use may be continued, but if such

nonconforming use is discontinued, any future use of the premises shall be in conformity of these restrictions. The mere change of ownership shall have no effect on the continued use, exercise, and enjoyment of nonconforming use existing at the time of the adoption of these restrictions. The lawful use of the structure existing at the time of these restrictions may be continued although such use does not conform to the provisions hereof; such use shall, however, immediately terminate when any structural alterations are made or the structure is removed except as required by law or the Board. If structural alterations are made to the existing structure they may be made so that the structure will conform to the restrictions herein adopted as to cottages. In the event a nonconforming structure is destroyed to the extent of 50% of its reasonable value, any further continued occupancy of the structure shall be stopped. The structure shall be brought up to the restrictions herein provided. All variances for hardship purposes or otherwise under these restrictions shall be controlled and approved by the Board by a two-thirds vote of the Board.

- M. Association's Right to Perform Maintenance. In the event that the owner of any tract in the Development shall fail to maintain said tract or any improvement thereon in accordance with the provisions of these Covenants, and the By-Laws of the Lake of the Oaks Association, Inc., which may be in effect from time to time hereafter, said Association shall have the right, by and through its agents, employees, or contractors, to enter upon said tract and perform said maintenance as may be reasonably necessary to make such tract and improvements thereon (if any) conform to the requirements of these Covenants and such By-Laws. The cost thereof shall be added to and become a part of the annual fees payable to such Association on account of such tract, and may be collected. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any such maintenance performed hereunder.

Section 3. Disposal of Waste.

- A. No outside toilets shall be permitted, and no waste of any kind shall be permitted to enter the lake water of Lake of the Oaks.
- B. The foregoing notwithstanding, in no event shall any portion of a sewage disposal system be situated within fifty feet (50') of the normal pool water line of Lake of the Oaks which is elevation 598 feet; nor shall any discharge from any sewage disposal system, any sump pump, or any other similar device be permitted to enter into Lake of the Oaks. No "holding tanks" sewage systems will be permitted.
- C. By law all property owners are required to meet County standards on septic systems. Copies of all permits, plans, designs and tests relating to the construction of any sewage disposal system shall be submitted in duplicate to the Building Committee at the time of the submission of all other plans or documents required for the obtaining from said Committee of a construction permit.
- D. Garbage, trash and other like household refuse shall be properly disposed of in closed containers. No owner of any tract in the Development shall burn or permit the burning out-of-doors of garbage or other like household refuse, nor shall any such owner accumulate or permit the accumulation out of doors of such refuse within the Development, except as may be permitted in Section 6, subparagraph E below.
- E. By acceptance of a deed, each owner of any tract within the Development agrees

that any violation of this Section 3 relating to disposal of waste constitutes a nuisance which may be abated by the Lake of the Oaks Association, Inc., in any manner provided by law or equity. Further, the cost or expense of abatement shall become a charge or lien upon said tract and may be collected in any manner provided by law or equity for collection of a liquidated debt. The Association Board, Officers, Agents, Members, employees or contractors thereof, shall not be liable for any damages which may result from enforcement of this Section 3.

Section 4. Fires. No fire shall be permitted any time or place within the Development, except within an incinerator or container designed to prevent the spread of fire. No open fire shall be permitted. Any person discovering any fire in violation of this covenant shall promptly and immediately take all possible steps to spread the alarm and to extinguish such fire. Burning of brush will be done by those authorized to do so by the Board and at the designated burn pile. Any other burning of brush is prohibited with the exception of burning done by the road clean-up crew by permission of the Board.

Section 5. Water.

- A. All water installations, including wells, holding and storage tanks, and cisterns, etc., shall be approved by the Board.
- B. No water shall be withdrawn from the Lake of the Oaks for consumption or household use. Watering of lawns, gardens, etc., is allowed during periods of time when the Lake is at normal water pool level. The Board reserves the right to place a restriction on such use during dry periods.

Section 6. General Prohibitions.

- A. In General. No noxious or offensive activities shall be carried on within the Development, nor shall anything be done within the Development that shall be or become an unreasonable annoyance or nuisance to any owner of another tract within the Development.
- B. Signs. No signs shall be placed or displayed on any tract in the Development except conventional For Sale signs or for the purpose of identification, without the prior written approval of the Board.
- C. Animals. No animals shall be kept or maintained on any tract in the Development, except usual and ordinary household pets; and in such case, such household pets shall be kept confined or leashed at all times. No aggressive animals are permitted.
- D. Vehicle Parking. No vehicle shall be parked on any road in the Development at any time. No truck except self-propelled motor vehicles commercially manufactured and designed for recreational purposes, pickup trucks not larger than three-quarter ton, and construction equipment in use at the project shall be parked overnight (or longer) on any tract in the Development where the same shall be visible from other tracts in the Development, from any street in the Development, or from Lake of the Oaks.
- E. Concealment of Fuel Storage Tank and Trash Receptacles. Every outdoor receptacle for ashes, trash, rubbish, or garbage shall be so placed and kept as not to be visible from any road or lake within the Development at any time, except at the times when refuse collections are being made. Any storage container that becomes unsightly or unsafe per complaints of the membership through the Board, shall be remedied.

- F. Removal of Trees. No living tree over four (4) inches in diameter at a point four (4) feet from the ground shall be removed from any lot in the Development without first having obtained the written consent thereto of the Board.
- G. Limited Access. There shall be no access to any lot on the perimeter of the Development except from platted roads within the Development.
- H. Docks, Piers, Etc. No pier, dock or other structure may be constructed in such a manner that any portion thereof extends more than twenty (20) feet from the normal pool water line of Lake of the Oaks, which is elevation 598 feet, and in no event shall any pier, dock or other such structure be erected without the prior written permission of the Board. This permit may be revoked if docks are found to be unsafe, unsightly, sinking or in disarray.
- I. Boating Restrictions. No outboard motor or electric motor being used, shall exceed 10 horsepower. Violation of this rule will result in fines and suspension of Lake privileges. Rowboats, canoes, kayaks, paddle boats and small sail boats shall be permitted. No boat shall be equipped with facilities which will discharge any waste materials into Lake of the Oaks. No waterskiing shall be permitted. Tubing is permitted, but requires two people in the boat, the driver and a spotter. All boats shall be equipped with proper water safety equipment. For safety, maintain twenty (20) feet from all other boating activities and from the shoreline.
- J. Ditches and Swales Shall Not be Obstructed. It shall be the duty of every owner to each tract in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon such tract continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said tract as may be reasonably required to accomplish the purposes of this sub-section. And, all lot owners shall install dry culverts between the road rights-of-way and their lots in conformity with specifications and recommendations of the Board.
- K. Driveway Pavement. No driveway pavement or blacktop shall extend beyond the boundary of the tract on which it is situated into the common road right-of way without the approval of the Board.
- L. Disruption of Road Services. The integrity of no road shall be disturbed without the prior written consent of the Board, and then only upon such conditions as may be contained in such written permission. In any event, anyone disturbing the integrity of such road shall restore the same to its previous or better condition as soon as possible.
- M. Trespassing. Trespassing upon the property of another within the Development is hereby strictly forbidden.
- N. Fishing Restrictions. Fishing upon Lake of the Oaks shall be limited to cane pole or rod and reel methods only, and no person shall use more than three (3) poles or rods at any one time. No other type fishing shall be allowed or permitted without the express written consent of the Board.
- O. Firearms. No firearms, explosives or arrows shall be discharged within or upon the Development at any time without authorization of the Board.
- P. Motorized Vehicle. All motorized vehicles requiring valid state operator's license for legal operation on public roadways, must have such valid licensing for operation of said vehicles in the Development. Loud or intrusive vehicles which disturb the peace shall not be permitted to be operated within the Development.

No unlicensed motorized vehicle may be parked within the Development. Any concerns related to abandoned, unsightly or extended parked vehicles, shall be referred to the Board for resolution.

Section 7. Committees.

- A. Four Committees shall be established: Environmental Control Committee; Building Committee; Road Committee; and Social Committee.
- B. Composition of Committees. Committees will consist of three members of Lake of the Oaks Property Owners Association, Inc. The Chairmen of the committees shall be a Board member, with the exception of the Social Committee. The remaining two members of a committee will be appointed by the Board. The Board will request volunteers for the Social Committee. The Committees shall be appointed annually within 30 days of the election of new officers.
- C. Duties of Committees.
 - a. Environmental Control Committee: This Committee shall be responsible for stocking the Lake, testing the Lake water, drainage issues, issues involving trees, mowing including obtaining bids to be submitted to the Board, the Dam, the Beach and any issue that involves the beautification of or maintaining the beauty of the Lake of the Oaks Development. Any concerns involving unseemly kept property should be directed to this Committee. The Environmental Control Committee will report their recommendations to the Board at the regular Board meetings. All recommendations must be approved by the Board.
 - b. Road Committee: This Committee will be responsible for maintenance of roads and road right-a-ways within the Development. They will obtain bids for all materials and snow removal to be submitted to the Board. They will be responsible for road signs. Any issues concerning the speed limit or load limit should be brought to the road committee for consideration. The Committee will then submit their recommendations to the Board. All recommendations must be approved by the Board.
 - c. Building Committee: This Committee shall be responsible for reviewing plans for building anywhere within the Lake of the Oaks Development. The Building Committee shall make their recommendations to the Board within thirty (30) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Building Committee for its permanent files. All notification to applicants shall be in writing, sent by the Secretary of the Board, and in the event that such notification is one of disapproval, it shall specify, the reason or reasons for such refusal.
 - d. Social Committee: The Social Committee shall plan all social events sponsored by the Association. Dates of events and basic plans will be approved by the Board prior to notifying the membership of the event.
- D. From time to time a temporary committee may be formed by direction of the Board to accomplish a particular task.

Section 8. Building by Permit Only.

- A. Building Permits. No dwelling, building structure or improvement of any type or kind may be constructed or placed on any tract in the Development without the prior written approval of the Lake of the Oaks Association Board. Such approval

shall be obtained only after written application to the Building Committee by the owner of the tract upon which such improvement is to be installed. Such written application shall be in the manner and form prescribed from time to time by the Building Committee, shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement, and shall include plats showing the location of all improvement existing upon such tract and the location of the proposed improvement properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Building Committee may require. All such plans and drawings, shall be drawn to a scale of 1" = 10', or to such other scale as the Building Committee may require. There shall also be submitted, where applicable, the permits or reports required under Section 3 of these Covenants. Buildings shall conform to plans approved.

- B. Disapproval. The Board, upon recommendation from the Building Committee may refuse to grant permission to construct, place or make the requested improvement, when:
 - a. The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these Covenants.
 - b. The design or color scheme of a proposed improvement is not in harmony with the general surroundings of said lot or with adjacent buildings or structures.
 - c. The proposed improvement, or any part thereof would in the opinion of the Board, be contrary to the interest, welfare or rights of all or any part of the owners of other tracts in the Development.
- C. Variances. The Board may allow reasonable variances or adjustments of these Covenants where literal application thereof would result in unnecessary hardship; provided, however, that any such variance or adjustment shall be granted only in conformity with the general intent and purposes of these Covenants; and provided, further, that the granting of a variance or adjustment will not be materially detrimental or injurious to other tracts in the Development.
- D. Fees. The Board may, if it deems the same to be reasonably necessary for the accomplishment of its duties and responsibilities, assess a fee not to exceed twenty (\$20.00) dollars for considering any such application; provided, however, that when a determination has been made that a fee should be charged, it shall be uniformly charged to all applicants.
- E. Once the Building Committee has made a recommendation, it will be submitted to the Board for final approval.
- F. Duty to Inspection. The Building Committee may inspect any work being performed under plans approved by the Board to assure compliance with these Covenants and applicable regulations, but it shall not be required to do so, and no violation of these Covenants or of the By-Laws of Lake of the Oaks Property Owners Association, Inc., shall be waived whether or not such inspection is made, unless the Board shall have expressly permitted the same by express written variation as herein provided.
- G. Liability: The Association, Board, Officers, Committees and any Agents thereof

shall not be liable for any defects in any plans, specifications or other materials submitted to it, or for any defects in any work done pursuant thereto.

Section 9. Easements. The Association creates and reserves unto itself, its successors, assigns, and licensees along, across, over, under and upon the real estate that constitutes the Development the easements described as follows:

- A. A ten foot (10") wide easement on each platted lot along all road rights-of-way and a five foot (5") wide easement along all side boundaries and a ten foot (10") wide easement along all back boundaries of each and every platted lot in the Development, all for the purpose of installing, maintaining, and operating utility lines and mains thereon; including guy wires, braces and anchors, tubes, pipes, tiles, conduits, wires, poles, and any necessary or convenient supporting facility, together with the right to trim, cut or remove any tree or other growth of structure thereon necessary for said installation, maintenance and operations, and the right of ingress to and egress from such areas for any of the purposes heretofore mentioned. No permanent structure shall be placed within area of such easements, by the owner of such platted lot, but the same may be used for gardens, shrubs, landscaping and other purposes, provided, however, that such use or uses do not interfere with such easements. In instances where an owner of two or more adjoining platted lots erects or constructs a dwelling or structure which crosses over or through the common line, the same shall not be subject to the aforementioned five foot (5') easement along the common lines between the platted lots owned by such owner except to the extent that such easement shall have theretofore been actually exercised.
- B. An easement ten feet (10') wide above the normal pool water line of Lake of the Oaks, for lake and shoreline control, every tract adjoining Lake of the Oaks shall also be subject to a flowage easement to the normal pool water line of Lake of the Oaks which is at elevation 598 feet.
- C. A twenty foot (20') wide easement along all road rights-of-way for the purpose of cutting, filling and drainage, together with the right to cause or permit drainage of surface water over, across, and through the lots and road rights-of-way within the Development for the purpose of installing, maintaining and operating utilities or drainage, and such additional easements for drainage as may be shown on the recorded plat.
- D. Every tract shall further be subject to an easement for the maintenance and permanent stabilization control of slopes.
- E. A perpetual easement for access, ingress and egress, over the existing roads of Apache Trail, St. Patrick Trail, Comanche Trail and Navaho Avenue is reserved to Ben and Elsie E. Knapp, their heirs, executors, personal representatives, successors, or assigns. A perpetual easement is also reserved for the above roadways for utilities.
- F. No owner of any tract in the Development shall have any claim or cause of action against the Association, Board, Officers, Committees and any Agents thereof, its successors, assigns or licensees, either in law or in equity, arising out of the exercise of any easement reserved hereunder.

Section 10. Ownership, Use and Enjoyment of Streets, Parks and Recreational

Facilities. No Dedication of Streets, Etc.

A. Ownership of Amenities Retained. Each road, lake, park, recreational facility and other amenity depicted on the recorded plats of the Development or hereafter constructed by the Association is and shall remain the absolute and separate property of the Association, and neither the Association's execution of recording of the plats nor the doing of any other act by the Association is, or is intended to be, or shall be construed as, a dedication to the public of any of the roads, lakes, parks, recreational facilities or other amenities. Ownership of the roads, lakes, parks, recreational facilities and other amenities is retained by Lake of the Oaks Property Owners Association, Inc. and are intended for the use and enjoyment of the members of said Association.

Section 11. Lake of the Oaks Property Owners Association, Inc. There has been or will be created, under the laws of the State of Missouri, a not-for-profit corporation known as "Lake of the Oaks Property Owners Association, Inc.", which is sometimes herein called "Association". Rights, privileges, duties and obligations of said Association and the members thereof, with respect to the use, operation and maintenance of the above described real property shall be as in these Covenants specified and said Association shall conform its Articles of Incorporation and its By-Laws to these Covenants in all respects. In this regard the Association shall at all times expressly conform its Articles of Incorporation and By-Laws to these Covenants and to the following provisions, to-wit:

- A. Membership. The owner of each platted lot within the Development shall be a member of the Association, subject to the following limitations and conditions:
- a. Owner is defined as the person, firm, or corporation to whom legal title of the present possessory estate (other than that as trustee under a deed of trust given as security for the payment of indebtedness) has been conveyed by instrument duly recorded in the office of the Recorder of Clark County, Missouri, or the person, firm, partnership or corporation to whom equitable title has been transferred under and by virtue of a valid and subsisting contract for the purchase of such platted lot.
 - b. No such owner shall be entitled to the rights and privileges of membership until evidence of such ownership shall have been filed with the Secretary of the Association.
 - c. The owner of more than one (1) lot shall be considered as a single member for purposes of notice.
 - d. Membership in the Association shall terminate immediately and forthwith when the member shall cease being the owner of a platted lot within Lake of the Oaks as hereinabove defined.
 - e. In the event any member as hereinabove defined shall be a minor, then all of his or her rights as a member shall be exercised by his or her adult spouse, if any, and if none, then his or her legal guardian, if any, and if none, then his or her rights shall be exercised by his or her natural guardian.
- B. Voting.
- a. Each member of the Association shall be entitled to one vote regardless of the number of lots owned. The Association shall not be deemed a member for voting rights purposes and shall not be entitled to cast a vote.

- b. A member shall be entitled to vote provided that his membership privileges have not been suspended pursuant to Section 11F.
 - c. Fractional votes shall not be permitted with respect to any platted lot the ownership of which is divided among persons, firms, partnerships or corporations.
 - d. No fractional vote shall be permitted because of multiple undivided ownership or joint tenants, tenants in common, tenants by the entirety, partners, or otherwise. In such case, the multiple owners shall designate in writing filed with the Secretary of the Association, some one person who shall have the authority to vote on behalf of such multiple owners; provided, however, that until such written designation shall have been so filed, no vote shall be cast or tabulated on account of such multiple undivided owners or such tract by them owned.
 - e. Members may vote either in person, by ballot, by proxy, or by attorney in fact. The appointment of any attorney in fact shall be in writing duly executed by the member and filed with the Secretary of the Association prior to the meeting at which such attorney in fact shall undertake to act for such member. Proxies shall be in writing, executed by the member or his duly authorized attorney in fact, and no proxy shall be valid after eleven months from the date of its execution.
 - f. In all elections for directors of the Association, any member entitled to vote shall have the right to cast one vote multiplied by the number of directors to be elected at such election, and each member entitled to vote may cast the whole number of votes for one candidate or distribute them among two or more candidates. Directors shall not be elected in any other manner.
 - g. No vote shall be cast on account of any lot on account of which there is at the time any delinquent fee, charge, assessment, or fine due the Association. Moreover, no vote shall be cast or counted on account of any lot or when any member owning the same shall, at the time, be delinquent in the payment of any fee, charge, assessment, or fine due the Association. Such fee, charge, assessment, or fine shall be limited to those imposed under authority of these Covenants, or the By-Laws of Lake of the Oaks Property Owners Association, Inc.
 - h. The Secretary shall keep a correct list of all members entitled to vote, together with their last known address. Each member shall notify the Secretary of any change of address.
- C. Purposes of the Lake of the Oaks Property Owners Association, Inc. The general purposes of the Association are:
- a. To promote pleasure, recreation activities and relaxation for its members, their families and guests and to develop and maintain a residential and recreationally oriented environment in the Lake of the Oaks Subdivision;
 - b. To provide a means whereby the roads, and those areas within the Development designated as parks, lakes, recreational areas or other amenities on the plats thereof, and such other recreational facilities within the Development as may be established by the Association, may be operated, maintained, repaired and replaced; and

- c. To provide a means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such streets, parks, lakes, recreational facilities or other amenities and such other recreational facilities within the Development.

D. Power of Association to Levy and Collect Fees and Charges, and Impose Liens.

- a. The Association shall have the power to levy a uniform annual fee upon each property owner or owners thereof in the amount of not less than One Hundred Fifty Dollars (\$150.00) nor more than Two Hundred Dollars (\$200.00). In addition, each property owner or owners shall be assessed a fee of Twenty Dollars (\$20.00) for each lot owned. Those owned contiguous lots used as sites for a single dwelling will be considered as separate lots for fees calculations. Such Assessment shall be announced by the Board during the Annual Meeting prior to the assessment year. Such assessments will be made by the Board of Directors of the Association acting in accordance with By-Laws of said Association, as determined necessary to accomplish the purposes of the Association. The Association has no authority to increase the dues greater than the limits set forth above or to levy a special assessment except by two-thirds (2/3) majority vote of the total ballots cast by owners whose membership privileges have not been suspended. No such charge shall ever be levied upon platted lots owned or controlled, legally or equitably, by the Association itself, or any corporation that may be created to acquire title to and operate utilities serving the Development.
- b. Every such annual fee so made and all other charges made a lien under these Covenants must be paid by April 1st for your vote to count. The Board of Directors shall notify each member in writing the amount of their annual dues fee not less than thirty (30) days prior to the date of the established annual meeting, which shall be a Saturday in April at the discretion of the Board.
- c. If any such annual fee or other charge made a lien by these Covenants levied or assessed against any lot subject to these Covenants shall not be paid when due, it shall then ipso facto become a lien upon the lot or lots owned by the persons owing such fee or charge, and shall remain a lien against said lot or lots until paid in full, together with interest as is hereinafter provided and other charges or costs which might become due as a result of non-payment, or as is hereinafter provided. Such charges as are provided for in these Covenants shall bear interest at the rate of ten (10%) percent per annum until paid in full. If such fees and charges are not paid when due, the Board of Directors of the Association may, on behalf of the Association, institute such procedures as it may deem appropriate, either non-judicially or in law or in equity, by way of foreclosure of such lien or otherwise, to collect the amount of said fees and/or charges in any court of competent jurisdiction. The owner of the tract subject to such fees and/or charges including collection agency costs shall, in addition to the amount of the fees and/or charges at the time action is commenced, pay any expenses or costs, including attorneys' fees, incurred by the Association in collecting the same and every such tract

Section "11D.a" replaced by
amendment in December,
2014; approved amendment
will be found on page 19.

shall be subject to a lien for all of such collection expense and costs. Every person who shall become the owner of any lot subject to these Covenants whether such ownership be legal or equitable, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified and by acquisition of such interest, agrees that any such liens or charges which may be extant upon said lot or lots at the time of acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in the Development is hereby notified that by the act of acquiring such title, such person will be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to this subparagraph 11D(c) of these Covenants.

- d. The Association shall, upon written request, at any time, furnish a certificate in writing signed by at least two officers of the Association certifying that the assessments on a specified lot or tract have been paid or that certain assessments against said lot or tract remains unpaid, as the case may be. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- E. Purpose of the Assessments. The annual fee levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and in particular, for the improvements and maintenance of the properties owned or operated by the Association. All special assessments and other charges hereunder shall be used only for the expressed purpose for which such charge is hereunder imposed.
- F. Suspension of Privileges of Membership. Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights (if any), and the right of any member to use the facilities of the Association or of the Development.
 - a. For any period during which any Association charge (including fines, if any, assessed under Paragraph 12 below of these Covenants) due from such member or associate member remains unpaid; or
 - b. During the period of any continuing violation of these Covenants, after the existence of such violation shall have been declared by the Board of Directors of the Association, after written notice to the owner of the specific violation and 30 day period to cure the violation and the owner has been provided an opportunity to be heard.

Section 12. Police Ordinances.

- A. The Board shall have the power subject to these Covenants, to adopt and enforce by fine, such police ordinances as shall be reasonably necessary to insure the fullest use and enjoyment by all members of the Association, of all of the facilities and amenities of the Development to which the Association and its members may, from time to time, be entitled. Pursuant thereto, the Board of Directors shall adopt and publish a schedule of such ordinances and fines for violations thereof. The said Board of Directors shall sit as an arbitrator upon all questions of alleged violations of such ordinances and, upon a finding of guilty, shall impose such fine upon the guilty member as shall be specified by such schedule. Every such fine shall be paid promptly upon its being assessed, and if it is not, the Association

may add the amount of the fine to the annual charge made by the Association pursuant to Paragraph 11D(c) of the Covenants and the amount of such fine shall be collectible by the same means as are prescribed in said paragraph for the collection of delinquent annual fees and/or charges of the Association or through the sanctions prescribed in sub-paragraph 11F of the Covenants, or both.

Section 13. Provisions with Respect to Lakes and Lots Contiguous Thereto.

- A. In General. Certain lots in the Development are contiguous to the Lake which has been established within the boundaries of the Development. The water in said lake and the land under said lake and within the normal pool water elevation of said lake is and will continue to be owned by the Association. Said Lake is depicted on the recorded plats of the Development and the normal pool water elevation of said Lake is at elevation 598 feet. The title that will be acquired by the grantee of the said contiguous lots (and by the successors and assigns of such grantees) will and shall extend only to said normal pool water elevation of said Lake. No such grantee, nor any of such grantee's successors or assigns shall have any right with respect to any stream that is tributary to said Lake; or, with respect to said Lake, the land thereunder, the water therein, or its elevation, use or condition; and none of said lots shall have any riparian rights or incidents appurtenant thereto; no title shall pass by reliction or submergence or changing water elevations. The Association shall have the right, but not the duty, at any time to dredge or otherwise remove any accretion or deposit from any of said lots in order that the shoreline of the Lake to which the lot is contiguous may be moved toward, or to, but not inland beyond, the location of said shoreline as it would exist as of the date hereof in the water elevation in said Lake was at an elevation one vertical foot above the normal pool water elevation indicated above, but no title shall pass with such dredging or other removal.
- B. Reservation of Easement in Association for Operation of Lake. The Association reserves unto itself, and its successors, assigns, and licensees, such an easement, upon, across, and through each of said lots contiguous to the Lake as is necessary in connection with operating said Lake. Without limiting the generality of the immediately preceding sentence, it is declared that the Association nor any successor assign of the Association shall not be liable for damages caused by ice, erosion, washing or other action of the water or for any damage caused through the exercise of said easement or that set forth in Paragraph 13C below.
- C. Reservation of Right in Association to Change Water Elevation in Lake. The Association reserves to itself, and its successors and assigns, the right to raise and lower the elevation of said Lake for purposes of maintenance, and repair, but neither the Association, nor any successor or assign of the Association shall have an easement to raise the pool water elevation of said Lake to an elevation above 605 feet.

Section 14. Remedies

- A. The Association or any party to whose benefit these Covenants inure may proceed at law or in equity to prevent the occurrence or

addition to and cumulatively with any other remedy for herein, as well as the right to recover damages for the breach of these Covenants.

However, the Association shall not be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Covenants.

- B. No delay or failure on the part of an aggrieved party to invoke any available remedy with respect to any violation of any one or more of these Covenants shall be held to be a waiver by the party (or an estoppel of that party to assert) any right available to him or it upon the occurrence, recurrence or continuation of such violation or violations of these Covenants.

Section 15. Effect of Owner's Acceptance of Deed, etc.

- A. The Owner of any portion of the above described real property by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Association or a subsequent owner of such tract, does thereby accept such deed and execute such contract subject to each and every covenant and agreement herein contained, such person do acknowledge the rights and powers of the Association with respect to these Covenants, and also, for themselves, their heirs, personal representative, successors and assigns, they do covenant and agree, and consent to and with the Association, and to and with the grantees and subsequent owners of each of the tracts affected by these Covenants to keep, observe, comply with, and perform each and all of such Covenants and agreements.
- B. Each such person further agrees, by the acceptance of such deed or the execution of such contract for the purchase of such tract, to assume, as against the Association, its successors and assigns, all of the rights and hazards of ownership or occupancy attendant to such tract, including, but not restricted to, its proximity to Lake of the Oaks.

Section 16. Paragraph Titles. The titles preceding the various paragraphs and sub-paragraphs of these Covenants are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of these Covenants. Whenever and wherever applicable, the single form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

Section 17. Duration. The foregoing Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for twenty (20) years from the date hereof, at which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by 2/3 majority vote of the total ballots cast by members whose membership privileges have not been suspended.

Section 18. Severability. Each and every one of these Covenants is hereby declared to be independent of and severable from each and every other one of these Covenants or any combination thereof. If any of these Covenants shall be held to be invalid or to be unenforceable, or to lack the quality of

of these Covenants or any combination thereof. If any of these Covenants shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, such holding shall be without effect upon the validity, enforceability or "running" quality of any other one of these Covenants.

IN WITNESS WHEREOF, the Lake of the Oaks Property Owners Association, Inc. having first been duly authorized by vote taken of the membership of the Association and having received a majority vote of those persons who are owners of numbered lots in the Lake of the Oaks Subdivision cause these presents to be signed by it's President this 17 day of Feb, 2010 attested to by it's Secretary.

LAKE OF THE OAKS PROPERTY OWNERS ASSOCIATION, INC.

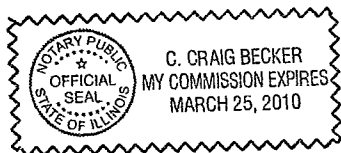
BY: Leyland E. Henze
Lake of the Oaks President/Acting President

Attest: Randy Flamberg
Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF CLARK)

On this 17th day of February, 2010, before me appeared it's President/Acting President and Secretary respectively of the Lake of the Oaks Property Owners Association, Inc. to me personally known, who being by me first duly sworn, did say that the said President/Acting President of the Lake of the Oaks Property Owners Association, Inc., was authorized by a majority vote of those persons who are owners of the numbered lots in the Lake of the Oaks Subdivision, to sign and seal the said instrument on behalf of the said Lake of the Oaks Property Owners Association, Inc. and the said President/Acting President, acknowledged said instrument to be the free act and deed of the said Lake of the Oaks Property Owners Association, Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in my office in Warsaw, ~~Missouri~~ Illinois the day and year first above written.



C. C. Becker
Notary Public

AMENDMENT TO THE COVENANTS

The following amendment to the Lake of the Oaks Covenants, Conditions, Easements & Restrictions, adopted February 18, 2010 is hereby inserted as a permanent part of the Covenants, Conditions, Easements & Restrictions. This amendment was approved by the property owners whose membership privileges had not been suspended in balloting in December, 2014 per the process of amendment outlined in Section 17 (on p. 17) of the Covenants, Conditions, Easements & Restrictions.

The balloting results on this amendment were duly reviewed and accepted by the Board of Directors of the Lake of the Oaks Property Owners Association at its February 28, 2015 meeting resulting in the passage of a motion to file a "Resolution of Amendment" with the Recorder of Deeds Office of Clark County. Said Resolution was filed with the Recorder of Deeds on March ____, 2015.

Accordingly the following amendment **replaces** Section 11.D.a of the 2010 Covenants, Conditions, Easements & Restrictions:

Section 11.D.a – Power of Association to Levy and Collect Fees and Charges, and Impose Liens.

"The Association through its Board of Directors shall have the power to levy a uniform annual fee upon each property owner or owners thereof in the amount of Two Hundred-seventy-five dollars (\$275). In addition each property owner or owners shall be assessed a fee of Thirty Dollars (\$30) for each lot owned. Contiguous lots used as sites for a single dwelling will be considered as separate lots for fee calculations. These levy amounts may be applied beginning with the 2016 assessments; thereafter, the levy may be increased by the Board of Directors, based on their determination of the amount needed to accomplish the purposes of the Association, but never in an amount greater than 10 percent (10%) of the previous year's levy. Such assessments shall be announced by the Board during the Annual Meeting of the membership prior to the assessment year and shall be subject to the any and all limitations and conditions as contained in the Covenants, Conditions, Easements & Restrictions and the By-Laws of the Lake of the Oaks Property Owners Association Corporation. The Association has no authority to increase the dues greater than the limits set forth above or to levy a special assessment except by a two-thirds (2/3) majority vote of the total ballots cast by owners whose membership privileges have not been suspended. No such charge shall ever be levied upon platted lots owned or controlled, legally or equitably, by the Association itself."

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