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COMPILED 2022

**Synopsis of
DECLARATION OF COVENANTS
of
Lost Canyon Lakes Lot Owners Association
d/b/a**

**WILDWOOD LOT OWNERS ASSOCIATION
As of 1/15/2023**

The following document is a combination of the original approved Covenants, since 2009, and all revisions per lot owner ballot results.

ARTICLE 1 DEFINITION OF TERMS

The terms set out below shall have the meanings indicated unless context clearly requires another meaning:

- a. "Additional Lot Owned" means each additional lot owned deeded to same owners as the primary lot owned.
- b. "Annual Assessment" means the currently authorized amount payable to the Association to meet ordinary expenses.
- c. "Articles" means the Articles of Incorporation of the Association.
- d. "Association" means the Lost Canyon Lakes Lot Owners Association, d/b/a Wildwood Lot Owners Association.
- e. "Board" means the Board of Directors of the Association.
- f. "Bylaws" means the Bylaws of the Association.
- g. "Chairperson" means the Chairperson of the Park Council.
- h. "Common Property" means the portion of the property designated as Common Property on the Plats of the Property as recorded in the office of the Recorder of Deeds in Callaway County, Missouri and all property hereafter acquired by the association and so designated together with all improvements which may at any time be constructed on said Common Property, including (but not limited to) trails, parks, lakes, ponds, dams, swimming pool, tennis courts, volley ball court and buildings.
- i. "Council" means the Park Council.
- j. "Covenants" means the Declaration of Covenants of Lost Canyon Lakes which give the restrictions for the use of the land and property of the Association.
- k. "Election Year" 2nd Saturday of October through 2nd Saturday of October of the following year.
- l. "Free Standing Building" means a building designed as living quarters and may or may not be connected to a recreational vehicle and must be over 288 square feet.
- m. "Full Time Residency" entitles an owner to reside on a lot year round and it is their primary or principal residence.
- n. "Household" means a family group which regularly and customarily reside together.
- o. "Immediate Family" means an owner's spouse or partner, parents, children (natural born, adopted, step and foster) and grandchildren.
- p. "Lot" means any lot designated on any Plat of the Property as recorded in the office of the Recorder of Deeds in Callaway County, Missouri.
- q. "Members Eligible to Run for Election" means member who has all assessments, loans and fees for services paid current and agreed on time during current election year.
- r. "Member in Good Standing" means a member who has all Annual and Special assessments, loans, fines and fees for services paid current and as agreed. (2019)

- s. "Member Eligible to Vote" means a Member in Good Standing and is the designated voter if there is more than one (1) Owner of a Lot, as provided for in the Bylaws 2.1.4 and 8.3.4d. (2019)
- t. "Office" means the Association office.
- u. "Owner" means the holder of all or any part of the legal title to any Lot or any person purchasing a Lot under a contract for deed or its equivalent. (2019)
- v. "Permission" when the term occurs in the following text it is to be read and construed as "written permission".
- w. "Plat" means any Plat of Property filed for record in the office of the Recorder of Deeds of Callaway County, Missouri.
- x. "President" means the chief executive officer of the Association.
- y. "Primary Lot" means a lot which has full annual assessments.
- z. "Recreational Residency" entitles an owner to reside on a lot up to and including 270 days each calendar year and it is not the primary or principal residence of the owner. (2013)
- aa. "Recreational Vehicles" means any vehicle, cab or R.V. Park Model Home designed for use in connection with recreation, camping or traveling, as living quarters, whether or not it is self-propelled or is mounted on or drawn by another vehicle. Recreational vehicles containing toilet facilities must have a integral waste holding tank or be connected to a water holding tank installed below ground level. All recreational vehicles shall be maintained in a livable condition at all times. R.V. Park Model Homes shall not exceed 400 square feet of living area. Limit of one (1) R.V. Park Model Home per lot.
- bb. "Rules" means the Rules and Regulations of the Association.
- cc. "Secretary" means the corporate officer to whom the Board has designated responsibility for custody of the minutes of the board and annual meetings and for authenticating the records of the Association.
- dd. "Special Assessments" means a one-time payment for specific, defined purpose presented to and approved by the Board, Council and membership of the Association.
- ee. "Storage Shed" floor area not to exceed 288 square feet and not to be used as a residence.
- ff. "Calendar Year" January 1 through December 31 (2013)
- gg. "Voting Power" The total number of all votes that are eligible to be cast in a given election or vote. (2019)

ARTICLE II RESTRICTION ON OWNERSHIP OF LOTS

2.0 Ownership: A lot may be owned jointly or in common by persons who are not all members of the same household. Lots may only be owned by natural

persons, living trusts (to go to a natural person) provided, however, that this restriction shall not apply to Lost Canyon Lakes Lot Owners Association d/b/a Wildwood Lot Owners Association, its successors, transferees or assignees.

ARTICLE III LAND USE

3.1 Lots. The Association was founded as a recreational area and has developed into a limited fulltime residency as outlined in 3.1.2.

3.1.1 Recreational Residency: Is a lot owner who has proof of a primary or principal residence other than Wildwood Lot Owners Association. Owner is the owner, the owner's household and owner's immediate family (as defined in DEFINITION OF TERMS). The lot owner is entitled to reside in Wildwood in cycles of 90 days in the park and then 30 days out of the park. Any exception must have written approval as set out in the Rules.
(2013)

3.1.2 Full time residency: entitles an owner to reside on their lot year round and it is their primary or principal residence.

- a. To become a permanent resident an owner must
 1. Be over fifty-five (55) years of age, have ten (10) consecutive years of fully paid assessments (annual and special) and are a member in good standing (as defined in DEFINITION OF TERMS) 12 months immediately preceding the calendar date of application. One spouse or partner over fifty-five (55) years is acceptable for eligibility. (Members who purchased their lots before January 1, 2013, will be grandfathered in with Covenants June 2009) (2013)
 2. Have an approved residence with electricity, water, a holding tank and all must meet the standards for permanent residency. The Chairperson of Internal Affairs Committee must report to the Board the Committees recommendation on the owner's intended residence.
 3. The owner must give written notice of intent to assume such status to the Board.
- b. The Board will confirm eligibility, when all conditions are met, and extend this privilege in writing, within thirty-five (35) days of receipt of owner's notice. (2013)
- c. In case of more than one owner, one owner only is eligible for full time residency at any one time.
- d. Petitions for exceptions beyond the conditions above may be addressed to the Board for consideration.

3.2 Common Property

- 3.2.1 Is and shall remain private property, unless expressly dedicated to public use. Neither the execution nor the recordation of any Plat shall be construed as a dedication to the public of any Common Property therein.
- 3.2.2 The use and enjoyment of Common Property and improvements made there on from time to time shall be subject to the Articles and Bylaws of the Association and to the Rules promulgated there under governing the use of such property provided, however, that no such Article, Bylaw, Rule shall be inconsistent with or contrary to these Covenants.
- 3.2.3 The Board, upon the affirmative vote of 60 percent of all voting Association members, may offer to dedicate any property to public use. Such offer shall be subject to the acceptance of the appropriate governmental authority. If accepted, the Common Property so offered shall become dedicated to public use.

ARTICLE IV LOT RESTRICTIONS

4.1 Improvements

- 4.1.1 Recreational Vehicles are any vehicle, cab or R.V. Park Model Home designed for use in connection with recreation, camping or traveling, as living quarters, whether or not it is self-propelled or is mounted on or drawn by another vehicle. Recreational vehicles containing toilet facilities must have an integral waste holding tank or be connected to a watertight tank installed below ground level. R.V. Park Model Homes shall not exceed 400 square feet of living area. There shall be a limit of one R.V. Park Model Home per lot. All recreational vehicles shall be maintained in a livable condition at all times.
- 4.1.2 Buildings
- a) No building, screened area, deck porch, free standing building or other structure shall be erected, affixed, placed or constructed upon any lot without prior written permission by the Environmental Committee of the Council as to form, size and location. Excepted from this requirement of written permission are driveways, parking areas and retaining walls. It is the intent of these Covenants that all buildings, screened areas and other structures within the property shall be of sound construction and constructed of attractive exterior materials.
 - b) Free Standing Buildings: Maximum size of a freestanding building on a single lot shall not exceed 960 square feet. A freestanding building built across two contiguous lots owned and deeded the same may not exceed 1400 square feet. *(2019)*
 - c) Storage Sheds: shall not have a floor area in excess of 288 square feet, nor a floor to ceiling height in excess of eight (8) feet and shall be erected for the sole purpose of storing materials and/or personal

property. A limit of two (2) sheds per lot with a square footage not to exceed a total of 288 square feet.

4.1.3 Building Permit: No construction of a new building, renovation or remodeling of an existing building shall start before a building permit is issued by the Environmental Committee of the Council. There will be no fees collected to apply for or for being granted a building permit.

4.1.4 Review of Application: The Environmental Committee of the Council shall evaluate the construction standards and building materials for all construction to ensure that they are in conformance with the general objectives of the project as enumerated herein and they conform to the established building codes as they are in effect at that time.

4.1.5 Variances: The Council may recommend to the Board, to grant reasonable variances or adjustments from the Covenants where literal application thereof results in unnecessary hardship and in granting thereof will not be materially detrimental or injurious to owners of other lots. Any and all variances relating to the overall size (height, width and length of a building) must be approved by the Board.

4.2 Maintenance of Lots:

4.2.1 All lots whether occupied or unoccupied and everything thereon whether vegetation, personal property or improvements shall at all times be maintained in such manner as to prevent them from becoming in the opinion of the Council and/or Board unsightly, unsanitary or hazard to health. If not so maintained, the Board shall have the right to do so.

4.2.2 No person shall permit the accumulation of litter, refuse or junk on any lot or Common Property. If it is allowed to accumulate on any lot, the Board shall have the right to remove it.

4.2.3 The cost of such maintenance and/or removal as described above undertaken by the Board shall be paid by the owner. Until the owner reimburses the Association for such cost and the fees and disbursements of counsel there shall be a lien on said lot.

4.2.4 Neither the Association nor its agents, employees or contractors shall be liable for any damage which may result from such work.

4.3 Limit of Occupancy: Except with the written permission of the appropriate committee of the Council, not more than one (1) recreational vehicle may be parked or placed upon any lot.

4.4 Tents, soft sided Pop up Trailers, Temporary Shelters unless actually occupied and in use shall not be left standing overnight on any lot during the period between December 1st and the following April 1st.

4.5 Camping Accessories: Notwithstanding any provisions herein contained to the contrary, picnic tables, benches, fire boxes or fireplaces and similar items of personal property may be kept on a lot providing they meet the standards published by the Association.

4.6 Waste Disposal: No person shall permit or allow the dumping or placement of any sewage or sanitary waste anywhere within the property except in those places designated by the Association. No outside toilets whether portable or not shall be erected or maintained on any lot.

- 4.7 Burning:** All fires shall be contained within camp stoves, ovens or pits unless issued a burn permit. No fire is to be left unattended.
- 4.8 Garbage and Refuse Disposal:** No person shall burn trash, garbage or refuse on any lot. All such refuse shall be placed and kept in approved receptacles and removed promptly from the lot.
- 4.9 Ditches and Swales:** All drainage ditches and swales located on a lot shall be kept free and unobstructed and in good repair by the owner of the lot. Culverts shall be installed upon each lot by the owner thereof as may be reasonably required for proper drainage.
- 4.10 Removal of Trees:** No living tree over four (4) inches in diameter may be removed from any lot without the prior written consent of the appropriate committee of the Council.
- 4.11 Removal of Wood** from the property is prohibited without written permission of the appropriate committee of the Council and the committee's Board liaison or a signed and dated sales receipt documenting the purchase of wood outside of the premises. A copy of the permission or sales receipt shall be placed in the owner's file in the Office. Any person removing wood from the property without proper authorization shall be subject to a fine of \$50.00.
- 4.12 Fences:** No fences shall be erected, affixed, placed or constructed upon any lot without prior permission by the appropriate committee of the Council as to form, size and location. All approved fences shall be all wood (cedar or treated lumber), maintained, not painted, enclosure that is a maximum height of 36 inches tall, a minimum of twelve (12) inches above ground with only two (2) rails and with posts no closer together than six (6) to (eight) feet.
- 4.13 Wells:** No drilling for water or digging of water wells shall be permitted on any lot.
- 4.14 Nuisances:** No noxious or offensive activities or nuisances and no excessive noise shall be permitted on any lot. High intensity, wide area lights offensive to adjoining lots, in the opinion of the Council shall be extinguished by 10:00p.m.
- 4.15 Animals:** No pet shall be permitted to become a nuisance. Every pet when not on owner's lot shall be kept on a leash. Animals are not permitted in posted areas. No animal shall be left alone outside on any lot overnight. All pets must have proper vaccinations. A copy of the current vaccination certificate shall be on file at the Office.
- 4.16 Vehicle Parking:** No vehicle shall be parked on any street or roadway within the property except in those areas designated on the Plats.
- 4.17 Motorized Vehicles:** The Board shall have the right, power and privilege to establish and enforce registration requirements, speed limits and maximum noise levels for all vehicles operated within the Association boundaries.
- 4.18 Signs:** No signs including but not limited to "For Sale" sign advertisements or advertising structures of any kind may be erected, maintained or displayed on any lot or Common Grounds for the sale of

personal property except by the Association. The Association will identify designated areas and define the procedure to be used by owners in advertising the sale of personal items.

ARTICLE V LAKES, PONDS AND STREAMS

- 5.1 Use of Lakes, Ponds and Streams:** The use of the lakes, ponds and streams situated within the property shall be subject to such rules and regulations as the Association may from time to time establish. No motor larger than 10h.p. shall ever be used on any lake, pond or stream within the property.
- 5.2 Responsibility for Damages:** The Association shall not be liable for any damage caused in whole or in part by erosion, washing, flooding or other action of the water of any lake, pond or stream or surface water runoff or drainage.
- 5.3 Regulation of Use:** The Association shall have the right, power and privilege to regulate the use of any lake, pond or stream.
- 5.4 Docks and Piers:** No dock, pier or other similar structure may be erected, constructed or placed within any lake, stream or pond except by the Association.
- 5.5 Rights to Change Level of Lakes:** The Association shall have the right to raise and lower the level of any lake, pond or stream.

ARTICLE VI PARK COUNCIL

- 6.0 Park Council:** The Council shall provide representation of all owners in the operation of the Association, to provide recommendations to the Board, and carry out all other responsibilities given/assigned to it and its committees.
(2022)

ARTICLE VII THE ASSOCIATION

- 7.1 General: Lost** Canyon Lakes Lot Owners Association d/b/a Wildwood Lot Owners Association was incorporated as a Missouri not-for-profit corporation. The Association shall have such duties, rights and powers not

inconsistent with these Covenants as are set forth in its Articles and Bylaws from time to time.

7.2 Membership: All owners of lots shall be members of the Association.

7.3 Voting Privileges: All members eligible to vote shall be entitled to one (1) vote per lot owned on any matter coming before the Association.

7.4 Board of Directors: The affairs of the Association shall be managed by the Board.

ARTICLE VIII ASSESSMENTS

8.0 Assessments: The Association is expressly authorized and empowered to levy annual and special assessments against all lots to be paid in the manner specified in the Articles or Bylaws of the Association for the purpose of providing a general fund or special funds to enable the Association to perform its duties.

ARTICLE IX INDEMNIFICATION

9.0 Indemnification: No Park Council Member, Committee Member, Association Director, Association Officer, or Association Employee shall be liable for any act of omission or commission of any other council member committee member, association director, member, employee, attorney, accountant, administrator, or any agent selected by the Association Directors with reasonable care. Nor shall any Park Council Member, Committee Member, Association Director, Association Officer, or Association Employee be individually or personally liable of any obligation incurred by the Board acting as such, for any obligation of the Association; nor for their own acts or failures to act within the scope and course of their employment or other activities rendered on behalf of the Association. In the event any Park Council Member, Committee Member, Association Director, Association Officer, or Association Employee shall be named a defendant in any civil action brought against them by virtue of any action, or failure to act of themselves, or the Board, they shall be indemnified and saved harmless by, and reimbursed out of, said Association, all costs and expenses incurred by them in the defense of said suit, including without limitations, court costs, attorney fees, the amount of any judgment rendered against them for actual damages to the extent said civil actions taken while in the scope and course of employment or other activities on behalf of the Association. No Park Council Member, Committee Member, Association Director, Association Officer, or Association Employee shall be liable for acting upon any papers, documents, data, plans, sketches, or information believed by them to be

genuine and accurate and to have been made, executed and delivered by proper parties, nor shall they be liable for any act concerning which they relied upon the opinion of legal, actuarial, accounting or professional counsel. The Association shall not be liable to indemnify a park council member, committee member, association director, association officer or association employee for punitive damages or intention for the damage under any circumstances. (2013)

ARTICLE X CI&MR FUND MANAGEMENT

9.1 Purpose of Fund: To hold funds for-

9.1.1 A "Capital Improvement" (CI) is an improvement that benefit's the Association, can be depreciated, is tax deductible and generally has a life of more than one (1) year.

9.1.2 A "Major Repair" (MR) is any repair that puts a monetary strain on the operating budget and has not been planned for.

9.2 Purpose and Procedures of Committee

9.2.1 All proposed disbursements from this fund, regardless of origin, will be initially reviewed by the "Capital Improvements & Major Repairs Committee (hereafter called CI&MR Committee).

9.2.2 The decisions as to what constitutes an actual "Capital Improvement" or "Major Repair" shall be decided on a case by case basis, first in the CI&MR Committee.

9.2.3 If approved by a majority of three (3) members, proposed expenditures will be forwarded to the Board.

9.2.4 Unless prior approval of the CI&MR Committee has been achieved, no Board action will occur.

9.3 Membership: A CI&MR Committee shall be selected annually consisting of three (3) Council members elected by the Council and two (2) Board Members elected by the Board.

9.4 Quorum shall consist of all five (5) members of the committee.

ARTICLE X AMENDMENTS TO THESE COVENANTS

10.1 The members shall have the right to amend these Covenants by two-thirds of the votes cast or a majority of the voting power, whichever is less.

10.2 Covenants and Bylaws Amendment Committee: There will be a Covenants and Bylaws Amendment Committee (hereafter called Amendment Committee). Its responsibilities, membership and procedures to be set out in a charter developed by the Board and approved by a simple majority of the Council and Board.

10.3 All proposed amendments must be approved for legality by an attorney.

10.4 At Meeting: If the Amendment Committee, on behalf of the Board and/or members, seeks to have an amendment approved by the members at a membership meeting, the Association shall give notice to its members of the proposed membership meeting in accordance with Bylaws subsection 3.8.2. The notice must state that the purpose, or one of the purposes, of the meeting is to consider the proposed amendment and contain or be accompanied by a copy or summary of the amendment and must be postmarked thirty (30) days prior to the meeting.

10.5 By Mail: If the Amendment Committee, on behalf of the Board and/or members, seeks to have an amendment approved by the members by written consent or written ballot, the material soliciting the approval shall contain or be accompanied by a copy or summary of the amendment.

IN WITNESS WHERE OF, this Revision to the Covenants has been executed the day and year first above written.

LOST CANYON LAKES LOT OWNERS ASSOCIATION
d/b/a
WILDWOOD LOT OWNERS ASSOCIATION

_____, President

STATE OF MISSOURI
County of Callaway

On this _____ day of _____, 20__ before me personally appeared _____, to me personally known, who, being by me duly sworn, did say she is the President of Wildwood Lot Owners Association, a not-for-profit corporation of the State of Missouri, and that the seal affixed to the foregoing document is the corporations seal of said corporations, and that said instrument was signed and sealed in the behalf of the said not-for-profit corporation, by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said not-for-profit corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires: _____