

No. 904434 Book M421 Page 822
Callaway County, State of Missouri
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Ken Dillon

Ken Dillon, Recorder
of Deeds

Deputy

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

WILDWOOD LOT OWNERS ASSOCIATION
Revised June 2009

This revision to the Declaration of Covenants of Lost Canyon Lakes is made on 6th day of June, 2009, by Lost Canyon Lakes Lot Owners Association d/b/a Wildwood Lot Owners Association, a not-for profit corporation of the State of Missouri (the "Association"), on its own behalf and on the behalf of all Lot Owners of Lost Canyon Lakes hereby declares all of the Property described in Exhibit A is and hence forth shall be owned and held subject to the following protective conditions, Covenants, restrictions, reservations, easements and charges as they shall be amended from time to time (hereinafter collectively the "Covenants") all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in or to any portion of the Property, and does file and record the following Revision to the Declarations of Covenants of Lost Canyon Lakes Lot Owners Association d/b/a Wildwood Lot Owners Association thereby superseding, replacing and changing said Declaration of Covenants as herein set forth.

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 member who has all assessments, loans, fines and fees for services paid current and as agreed.
- s. "Member Eligible to Vote" means a member who has all assessments paid in full by March 31st and for any lot purchased after April 1st with the assessment paid in full at the time of purchase, is a member in good standing and is the designated voter if there are more than one owner.
- 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.
- 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.
- 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.

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:** 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
 - 3.1.2 **Full time residency:** entitles an owner to reside on a 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 three (3) consecutive years of fully paid assessments (annual and special) immediately preceding the current calendar date. One spouse or partner over fifty-five (55) years is acceptable for eligibility.
 - 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 automatically extend this privilege in writing, within thirty-five (35) days of receipt of owner's notice.
- 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 free standing building shall not exceed 960 square feet.
 - 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 Popup 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**

6.1 Purpose:

- 6.1.1 The Council is to provide representation of all members in the operation of the Association, to provide recommendations to the Board, and to carry out all other responsibilities given/assigned to it and its committees by these Covenants, the Bylaws and the Board.
- 6.1.2 The Council shall be as defined in the Council charter as approved by the Board. The power to revise the Council charter is vested in the Board.
- 6.1.3 The Council and its committees have a responsibility for the protection and maintenance of the natural resources of the Association.

6.2 Committees:

- 6.2.1 These named committees are the responsibility of the Council and to assist it in carrying out its responsibilities:
 - a) Social Activities Committees
 - b) Internal Affairs Committee
 - c) Environmental Committee
 - d) Natural Resources Committee
 - e) Capital Improvements and Major Repairs Committee (CI&MR)
- 6.2.2 The committees shall be defined in their charters as approved by the Board. The power to revise the committee charters is vested in the Board.

6.3 Responsibilities:

6.3.1 General Powers

- a) All improvements constructed or placed on any lot must first have written permission of the appropriate committee of the Council. Such permission shall be granted only after written submission has been made to the appropriate committee in the manner and form prescribed by it.
- b) All other responsibilities/duties specified in the Covenants, the Bylaws, Rules and in the approved charters of the committees or that may be given to the Council by the Board.

6.3.2 Rules and Regulations: The Council and its committees may, from time to time-

- a) adopt written rules and regulation of general application governing its procedures, which shall include, among other things, provisions for the form and content of applications.
- b) propose rules and regulations for the Association and the establishment of fines for violations of the Rules. These go into effect when approved by the Board.

6.4 Appeals: Any member shall have the right to appeal to the Council any decision of the Council and its committees within thirty (30) days thereafter. The appeal shall be in writing and shall contain a brief statement of the facts and the reasons why the appellant feels aggrieved. If no resolution is reached, the member may appeal in writing to the next regular meeting of the Board.

6.5 Liability: Notwithstanding the approval by the Council and its committees of plans and specifications or its inspection of the work in progress, neither it, the Association, nor any person acting on behalf of any of them, shall be responsible in any way for any defects in any plans or

specifications or other material submitted to the Council and its committees, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.

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 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.

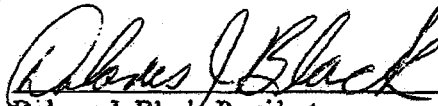
10.3 All proposed amendments must be approved for legality by an attorney.

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

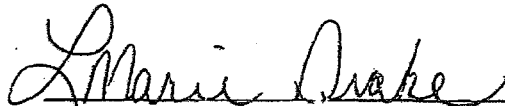
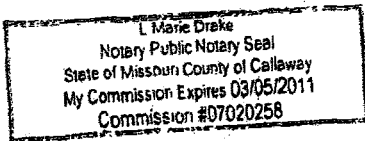


Dolores J. Black, President

STATE OF MISSOURI
County of Callaway

On this 12th day of June, 2009 before me personally appeared Dolores Black, 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 Dolores Black 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.



Marie Drake
Notary Public

My commission expires

3/5/11