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Christine Kleindienst
Recorder of Deeds

WILDWOOD LOT OWNERS ASSOC.

AMENDMENTS to
“COVENANTS OF LOST CANYON LAKES LOT OWNERS
ASSOCIATION D/B/A WILDWOOD LOT OWNERS ASSOCIATION
REVISED JUNE 2009” and “BYLAWS OF LOST CANYON LAKES LOT
OWNERS ASSOCIATION D/B/A WILDWOOD LOT OWNERS
ASSOCIATION REVISED JUNE 2009”

** Grantor*

These Amendments to the Covenants and to the Bylaws of Lost Canyon Lakes Lot Owners Association d/b/a Wildwood Lot Owners Association, a not-for-profit corporation of the State of Missouri, was approved by a vote of the Association's eligible members to vote on the 13th day of October, 2012, thereby superseding, replacing, and changing any previously adopted Covenants and Bylaws as herein set forth:

** Grantee Lost Canyon Lake d/b/a Wildwood Lot Owners Association
7233 Wildwood Estates Drive, Steedman, MO. 65077*
Amend ARTICLE 1 DEFINITIONS OF TERMS of the COVENANTS

IT WILL NOW READ:

ff. "Calendar Year" January 1 through December 31.

AND

Amend DEFINITIONS OF TERMS of the BYLAWS

IT WILL NOW READ:

ff. "Calendar Year" January 1 through December 31.

Amend subsection 4.1.2, b of the COVENANTS

IT WILL NOW READ:

4.1.2 Buildings ...

- b) **Freestanding 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 and each lot will pay an annual assessment as set for a single lot owned.

Amend 8.3.4 Annual Assessments, a, of the BYLAWS

IT WILL NOW READ:

8.3.4 Annual Assessments

- a. ... additional lot owned and deeded the same. When a freestanding building not exceeding 1400 square feet is built across two contiguous lots owned and deeded the same the annual assessment for each lot will be the same as for a single lot.

**Delete Section 6.5 Liability, of the COVENANTS and replace it with ARTICLE IX
IMDEMNIFICATION**

IT WILL NOW READ:

- 6.5. Liability:** Deleted by Covenants Amendment 7 – 2012 and incorporated into Covenants
ARTICLE IX IMDEMNIFICATION

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 for 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.

AND

Delete section 4.2.4, of the BYLAWS

IT WILL NOW READ:

A blank space will appear after section 4.2.3.

Amend subsection 3.1.1 Recreational Residency, of the COVENANTS

IT WILL NOW READ:

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.

Amend subsection 3.1.2 Full time Residency, of the COVENANTS

IT WILL NOW READ:

- 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 full time 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) ... (Members who purchased their lots before January 1, 2013 will be grandfathered in with Covenants June 2009.)

Amend subsection 3.1.2 Full time Residency, of the COVENANTS

IT WILL NOW READ:

- 3.1.2 Full time residency: ...
- a. To become a full time resident an owner must
1. ... fully paid assessments (annual and special) and is a member in good standing (as defined in DEFINITION OF TERMS) 12 months immediately preceding the calendar date of application.

Amend 3.1.2 Full time Residency, of the COVENANTS

IT WILL NOW READ:

- 3.1.2 Full time residency: ...
- b. The Board will confirm eligibility, when all conditions are met, and extend this privilege in writing,...

Amend subsection 4.3.2 of the "BYLAWS

IT WILL NOW READ:

4.3.2 They shall meet the second Saturday of the month. Except the November meeting they may

meet the first Saturday of the month. A meeting may be rescheduled due to inclement weather, a natural disaster or holiday.

Amend subsection 4.5.7 of the "BYLAWS"

IT WILL NOW READ:

4.5.7 The Association shall cause to be kept in force at all times a policy or policies of insurance designed to cover the action of the Directors and Officers, Park Council Representatives and Committee Members and administrators and employees of the Association. Premiums for said insurance shall be an expense of the Association, and not attributable or assignable to those individuals covered thereby.

Amend subsection 6.2 Council Representatives of the BYLAWS

IT WILL NOW READ:

6.2 Council Representatives

6.2.4 A Park Council Representative shall serve a term of three (3) years when elected to fill an expired term. No more than seven (7) members shall be elected to a full term each year.

Amend subsection 6.5.1 of the "BYLAWS"

IT WILL NOW READ

6.5 Meetings

6.5.1 The Council shall meet the Second Saturday of November. Except the November meeting they may meet the first Saturday of the month. A meeting may be rescheduled due to inclement weather, a natural disaster or holiday. These meetings shall be open to all members of the Association who wish to attend; however non-council attendees will only be recognized by the chairperson to speak during the designated times.

Amend subsection 7.4 Voting, of the BYLAWS

IT WILL NOW READ:

7.4.5 Write-ins will be accepted for the Park Council annual election.

Amend subsection 7.4 Voting, of the BYLAWS

IT WILL NOW READ:

7.4.6 Write-ins will not be accepted for the Board of Directors annual election.

Amend 8.3.4 Annual Assessments, a, of the BYLAWS

IT WILL NOW READ:

8.3.4 Annual Assessments

a. Except hereinafter provided, the aggregate amount of annual assessments against each lot commencing with calendar year 2013 shall not exceed the sum of \$350.00 for each single lot owned and \$250.00 for each additional lot owned and deeded the same.

Amend subsection 8.3.7 of the BYLAWS

IT WILL NOW READ:

8.3.7: Accessibility to Property in the Event of Arrearage. At any such time as an Owner is deemed to be in arrearage of greater than two months for any loan, fee or assessment, whether annual or special, said Owner may be denied access to the common property until such time as all such payments are brought current. For the purposes of this section, "Common Property" shall include not only trails, lakes, ponds, dams, swimming pools, tennis courts and buildings, but also roadways within the platted area of the Association. Prior to suspending access as contemplated herein, the Board or Park Administrator shall mail, via regular mail, to the last known address of the Owner, notice of the intent of the Board to suspend Owner's access to the Common areas, as defined herein. Said notice shall contain a specific statement of the amount owed and the date(s) said amount become due and payable. Said notice shall give a minimum of fifteen days' notice of the intention to suspend privileges from the date the notice is placed in the United States Mail. Following the mailing of said notice and the expiration of fifteen calendar days, the Park Administrator, or another designee of the Board shall have the ability, without additional Board action or approval, to prohibit Owner from access to the Common Areas, as defined herein, including specifically, but not limited to roadways, including those immediately adjacent to the entry gates to the property. Payment of arrearages, once denial of access to Common areas is enforced, shall be made only via certified funds or cash. Should an Owner dispute the arrearages claimed by the Board, said Owner shall have the right to appeal the determination to deny access in writing to the Park Administrator, who shall have the authority to rule upon the appeal without action of the Board, until such time as the Board may normally convene, at which point the Owner may then have his or her appeal heard by the Board.

IN WITNESS WHERE OF, These Amendments to the Covenants and Bylaws has been executed the day and year first written above.

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

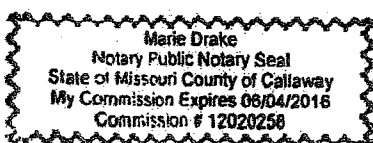
Ronald Maietta

Ron Maietta, President

STATE OF MISSOURI
County of Callaway

On this 8 day of October, 2013 before me personally appeared Ron Maietta, to me personally known, who, being by me duly sworn, did say he is 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 Ron Maietta 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 written above.



Marie Drake
Marie Drake, Notary Public
Marie Drake