

Recorded in Callaway County, Missouri



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LOST CANYON LAKES D/B/A WILDWOOD LOT OWN...

Christine Kleindienst
Recorder of Deeds

**WILDWOOD LOT OWNERS ASSOCIATION
BYLAWS
ARTICLES OF INCORPORATION**

This **AMENDMENT TO THE Bylaw 6.1, 6.2.3, 6.3.1, 6.5.2, 6.8.4, 6.9, 8.2, 8.3.5.d, and 8.4** is made on this 2nd day of APRIL, 2022 by Wildwood Lot Owners Association, a Non-for-Profit Corporation of the State of Missouri (the "Association"), Grantor on its own behalf and on the behalf of all Lot Owners of Wildwood.

WITNESSED THAT:

WHEREAS, Lost Canyon Lakes, Inc., a Missouri Corporation, filed a Declaration of Covenants on July 26, 1973 in Book 226 on Page 152 of the Recorder of Deeds in the Office of Callaway County, Missouri.

AND WHEREAS; said Declaration of Bylaws of Lost Canyon Lakes has been amended by various Amendments recorded in Book 248 on Page 538, and Book 258 on Page 194, and Book 260 on Page 606, and Book 272 on Page 314, and Book 297 on Page 392, and Book 310 on Page 91, and Book 326 on Page 167, and Book 337 on Page 490, and Book 344 on Page 839, and Book 358 on Page 917, and Book 383 on Page 946, an Book 391 on Page 637, Book 421 on Page 822, Book M451 on Page 851, Book M453 on Page 111 and Book M467 page 922.

AND THEREFORE: the Lost Canyon Lakes Lot Owners Association now known as Wildwood Lot Owners Association, acting pursuant to the written consents received and the authority granted to it pursuant to the Declaration of Covenants of Lost Canyon Lakes filed in Book 226 on Page 152 of the Recorder of Deeds of Callaway County (as duly amended from time to time) hereby declares that all of the Property described in Exhibit A is and henceforth can be owned and held subject to the following protective conditions Covenants, Restrictions, Reservations, By-Laws, Easements and Charges as they can be amended from time to time (hereinafter collectively the "Restrictions") all of which can run with the land and can 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 Amendments to the Declaration of Covenants of Lost Canyon Lakes now known as Wildwood Lot Owners Association as subsequently amended, thereby superseding, replacing, and changing said Declaration of Bylaws:

PER 2022 BALLOT – 2022 BYLAW AND COVENANT AMENDMENT CHANGES – sent March 2022

Bylaw 6.1 now reads:

6.1 Purpose: 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 by the Board.

6.1.1 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.

6.1.2 The Council and its committees have a responsibility for the protection and maintenance of the natural resources of the Association.

Bylaw 6.2.3 now reads:

6.2.3 If a Representative fails to attend three (3) consecutive meetings or four (4) regular monthly Council meetings held between November 1st and October 31st of the following year and when a Representative's privileges are suspended, (military service not to be counted as an absence) the Representative will be subject to removal. The Representatives may be removed only if a majority of the Council members then in office vote for removal and then the seat shall be deemed vacant and the Representative is not eligible to apply for reelection for twelve (12) months from the date the seat was deemed vacant. A Representative may petition the Council for reinstatement. If a meeting was missed for extenuating circumstances, the Council may vote to excuse the absence.

Bylaw 6.3.1 now reads:

6.3.1 These named committees shall report to the Council and assist it. 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. These named committees shall report to the Council and assist it in carrying out its responsibilities:

- a. Social Activities Committee
- b. Internal Affairs Committee
- c. Environmental Committee
- d. Natural Resources Committee
- e. Capital Improvements and Major Repairs Committee (CIMR)

Bylaw 6.5.2 now reads:

6.5.2 Eleven (11) Representatives shall constitute a quorum at any meeting. The act of the majority of the Representatives present at a meeting with a quorum present shall be the act of the Council. Any member of the Council, who has a personal interest in an issue requiring a vote, shall abstain from voting due to a conflict of interest.

Bylaw 6.8.4 now reads:

6.8.4 All other responsibilities/duties specified in these Bylaws, the Rules and in the approved charters of the Committees or that may be given to the Council by the Board.

Bylaw 6.9 now reads:

6.9 Appeals:

1. Any member shall have the right to appeal to the Council and decision of the Council and its Committees within thirty (30) days thereafter.
2. The appeal shall be in writing and shall contain a brief statement of the facts and the reasons why the appellant feels aggrieved.
3. If no resolution is reached, the member may appeal in writing to the next regular meeting of the Board.
 - a. The member must pay the fine prior to meeting with the board.
 - b. The member must schedule an appointment with the board in order to appeal to the board.
 - c. If the board approves the appeal, the member will be reimbursed their fine.

Bylaw 8.2 now reads:

8.2 Fines Imposed for Violations: All owners who receive a fine for violations will be sent a notification of the fine. They will have the right to appeal the fine with the Council using the guidelines set forth in the Appeals section of these Bylaws. All fines are due and payable within thirty (30) days of the date of the letter.


Bylaw 8.3.5.d now reads:

8.3.5.d They shall become delinquent unpaid after the fixed time. If any special assessment becomes delinquent, the Association may enforce a lien.

Bylaw 8.4 now reads:

8.4 Delinquent Account(s):

- a. The Association will require payment of such annual and special assessments, fines, and other financial obligations as the personal responsibility of the owner.
- b. Such unpaid obligations, interest thereon, and the cost of collection, including any and all attorney fees and/or costs incurred, court costs and publication costs shall become a lien upon such lot(s) or parcel.
- c. The Association may execute and acknowledge, an instrument reciting the levy of the obligations and cause of the same to be recorded in the office of the Recorder's Office of Callaway County, Missouri.
- d. Such recorded levy of said obligations may be enforced in the same manner as provided by law, except such assessments shall not have priority over existing mortgages or deeds of trust.
- e. Such liens shall continue in full force and effect until said amount is fully paid.
- f. Upon payment of such obligations, interest and costs of collection, after the recording of a notice thereof, as herein provided, the Association shall cancel, and release said



Randy Hudson, President of Board of Directors

STATE OF Missouri
County of Callaway

On this 10 day of September, 2022, before me personally appeared to me known to be the persons described in and who executed the same as free act and deed, as the Grantors, party or parties of the first part.

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



Notary Public

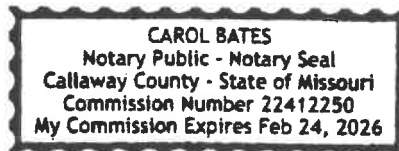


EXHIBIT A

BOOK AND PAGES FOR EACH PARK

<u>BEAVER PARK PLAT 1</u>	<u>BOOK 7</u>	<u>PAGE 11</u>
<u>BEAVER PARK PLAT 2</u>	<u>BOOK 7</u>	<u>PAGE 21</u>
<u>CROWS PARK PLAT 1</u>	<u>BOOK 7</u>	<u>PAGE 9</u>
<u>CROWS PARK PLAT 2</u>	<u>BOOK 7</u>	<u>PAGE 102</u>
<u>DEER PARK PLAT 1</u>	<u>BOOK 6</u>	<u>PAGE 90</u>
<u>DEER PARK PLAT 2</u>	<u>BOOK 7</u>	<u>PAGE 10</u>
LOTS 241 THRU 258		
<u>PHEASANT PARK</u>	<u>BOOK 7</u>	<u>PAGE 101</u>
<u>ROBIN PARK</u>	<u>BOOK 6</u>	<u>PAGE 75</u>
<u>TURKEY PARK</u>	<u>BOOK 6</u>	<u>PAGE 74</u>
<u>CANYON VIEW PARK</u>	<u>BOOK 7</u>	<u>PAGE 30</u>