

THE LAKESHORE ESTATES HOMES ASSOCIATION DECLARATION

This Declaration, made pursuant to Declaration of Restrictions of THE LAKESHORE ESTATES, this 26th day of September, 1980, by L. E. WELLS, owner, hereinafter called Developer.

WITNESSETH:

WHEREAS, the Developer has developed all of the lots shown on the plate of The Lakeshore Estates, a subdivision in St. Clair County, Missouri, within certain tracts of property, described as:

A tract of land lying in portions of Sections 7 and 18, Township 38, Range 25, St. Clair County, Missouri as shown on the following described Plats filed of record in the office of the Recorder of Deeds of St. Clair County, Missouri, at Osceola: Plat of Lakeshore Estates Subdivision filed October 13, 1978, in Plat Book 2 at Page 65; and Lakeshore Estates Subdivision Amended Plat filed on November 15, 1979 in Plat Book "A" at Page 114.

WHEREAS, the Developer has developed said Lakeshore Estates for high-class residence purposes, and it is its desire and the desire of The Lakeshore Estates Homes Association, Inc., to continue the development of certain parts of such land for such purposes, and to create and maintain a residential neighborhood possessing features of more than ordinary value to a residential community; and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer has caused to be incorporated under the laws of the State of Missouri, as a Not-For-Profit corporation, The Lakeshore Estates Homes Association, Inc., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, in order to assist it and its grantees in providing the means necessary to bring this about, Developer does now, pursuant to Declaration of Restrictions of The Lakeshore Estates Subdivision and by this instrument, hereby subjects Lots five (5) to forty-nine (49), both inclusive, of The Lakeshore Estates Subdivision as shown on the recorded plates thereof, to the covenants, charges and assessments set

forth and contained in this Declaration, subject, however, to the limitations hereinafter specified.

D E F I N I T I O N S

The following words and terms, when used in this Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

(a) The term "LAKESHORE ESTATES SUBDIVISION" shall be deemed to mean that sub-division of land known as Lakeshore Estates Subdivision, all as shown under the legal description contained in this Declaration.

(b) The term "District" as used in these Articles of Incorporation shall mean, unless and until extended as hereinafter provided, all of the lots shown on original and amended Plats of Lakeshore Estates Subdivision.

(c) The term "Public Places" as used herein shall be deemed to mean all roads, intersections, and other similar places, the use of which is dedicated to or set aside for the use of the general public.

(d) The term "Owners" as used herein shall mean those persons, partnerships, joint ventures, or corporations who may from time to time own land within the District but shall not include a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(e) The term "Common Areas" as used herein shall be deemed to mean all roadways, pedestrian walkways and bridges, and all other similar recreational areas, the use of which is dedicated to or set aside for the general use of the owners within the District, subject to rules and regulations promulgated by the Developers, or which may, with the appropriate consent, be used by the owners within the District.

(f) The term "Association" shall mean and refer to The Lakeshore Estates Homes Association, Inc., a Missouri Not-For-Profit Corporation.

(g) The term "The Properties" shall mean and refer to all such existing properties, as are subject to the Associations and The Lakeshore Estates Homes Association Declarations.

(h) The term "Lot" shall mean and refer to a numbered plat of land as shown on the recorded plats of The Lakeshore Estates Subdivision.

(i) The term "Dwelling" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(j) The term "Member" shall mean and refer to every person or entity that is a record owner of a fee or undivided fee interest in any lot as defined in the heretofore identified Declarations or any tract of land, which is subject by covenants of record to assessment by the Association.

(k) The term "Developer" shall mean L. E. WELLS, the owner, his respective heirs, successors or assigns.

#### M E M B E R S H I P

Every person or entity that is a record owner of a fee or undivided fee interest in any lot as defined in the heretofore identified Declarations, which is subject by covenants of record to assessment by the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot or other land which is subject to assessment by the Association. The Association shall be the sole judge of the qualifications of its members and of their rights to participate in its meetings and proceedings.

#### PURPOSE AND POWERS OF THE ASSOCIATION

The specific purposes for which the Association is formed are to provide for maintenance, preservation and architectural control of the residence lots and roadways as described in this Declaration, to promote the health, safety and welfare of the residents and the environment within the herein-described property.

(a) To exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Lakeshore Estates Homes Association Declaration, hereinafter called the "Declaration," applicable to the property recorded or to be recorded in the Office of the St. Clair County, Missouri, Recorder of Deeds at Osceola, Missouri and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.

(b) To enforce, either in its own name or in the name of any owner within the District, any and all restrictions which have been or hereafter may be imposed upon any of the land in the District, either as originally placed thereon or as modified subsequently. This right of enforcement shall not serve to prevent such changes, releases or modifications of restrictions or reservations being made by the parties having the right to do so under the terms of the deeds, declarations, contracts or plats in which such restrictions and reservations are set forth.

(c) To manage and control as trustee for its members all public improvements in public places or roadways, provided that such management and control of said improvements shall at all times be subject to that had and exercised by any city, township, county and state in which the land within the District is located.

(d) To furnish and provide for the maintenance and improvements of any roadways, pedestrian ways, gateways, entrances, and other such facilities and ornamental features, now existing and which may hereafter be erected or created in said District, or on any land set aside for the general use of the members of the Association entitled to such use; and also to provide for the maintenance and improvement of roadways.

(e) To exercise control over such easements as it may acquire from time to time.

(f) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association and to pay taxes on such real estate and personal property as may be assessed against such property.

(g) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of The Lakeshore Estates Homes Association Declaration and as provided for in these Articles of Incorporation; and the By-Laws of this Corporation; to suspend membership rights for non-payment of assessments, fees or for infraction of published rules; to pay all expenses in connection therewith and all office and other

expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(h) To provide for the plowing or removal of snow from roads.

(i) To exercise such control over private lanes and roads as may be within its power and as it may deem necessary or desirable, subject at all times to such city, county or other proper officials as may have jurisdiction in the area.

(j) To do all things necessary or desirable in the judgment of the officers of the Association to see that any vacant or unimproved property and the parking in front of any property in the District is neat in appearance and in good order.

(k) To provide for the maintenance of any roadways, pedestrian ways, gateways, entrances, and ornamental features now existing or which may hereafter be erected or created in said District or on any land set aside for the general use of the owners in the District, or to which all of such owners have access and the use thereof; and also to provide for the maintenance of the roadways.

(l) To provide for the cleaning of roads, gutters and catch basins, and for the repair and maintenance of roads, storm sewers and appurtenant drainage facilities, when such services are not available from any public source.

(m) To erect and maintain signs for the marking of streets and safety signs for the protection of children and other persons, when such signs are not available from any public source.

(n) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(o) To enter into agreements with other Homes Associations, municipalities, political subdivisions, individuals and corporations in order to implement the purposes of this Association and to provide for the benefit of the owners and members of this Association.

(p) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Not-For-Profit Corporation Law of the State of Missouri by law may now or hereafter have or exercise.

(q) The foregoing purposes notwithstanding, no substantial part of the activities of the Association shall be devoted to attempting to influence legislation by propaganda or otherwise within the meaning of the proscriptive provisions of the Internal Revenue Code. The Association shall not directly or indirectly participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

#### METHODS OF PROVIDING FUNDS

For the purpose of providing funds to enable the corporation to carry out its function, exercise its powers, maintain the improvements and render the services needed for the Association, all land within the boundaries of the District as now or hereafter constituted shall be subject to assessments as hereinafter prescribed:

(a) An annual assessment may be levied by the Corporation from year to year and shall, upon being levied, be paid to the Corporation annually in advance by the respective owners. The Association may from year to year fix and determine the total amount required in its general fund and thereafter may levy and collect an annual assessment against each member's property in an amount not exceeding Thirty Dollars (\$30.00) per lot.

(b) The maximum annual assessment upon the property, within the boundaries of the District as aforesaid may be increased up to and by an amount not exceeding one hundred percent (100%) or twice the respective assessments which the Association may levy and collect from year to year (twice the Thirty Dollar (\$30.00) maximum annual assessment for each lot), provided that at a meeting of the members specially called for that purpose, prior to the date on which such assessments are levied for the year for which such increase is proposed, a two-thirds majority of the members present at such meeting may authorize such an increase by an affirmative vote therefor.

(c) Whenever the Board of Directors of the Corporation may deem it advisable to submit to the members a proposal for increasing the amount of annual assessment for a particular year over that of the immediately preceding year, it shall notify, in the manner hereinafter

provided, the voting members of the Corporation of the time and place at which the meeting is to be held and the fact that an increase in the amount of the annual assessment is to be voted upon at such meeting. No increase in the amount of the annual assessment may be made for more than one (1) year at a time.

(d) The first assessment shall be for the fiscal year beginning on January 1, 1981; and it shall be fixed and levied prior to January 1, 1981 and shall be payable on that date, and thereafter it shall be due and payable on January 1 of each year. The Board of Directors shall fix and levy the annual assessment subject to the limitations above. It will be the duty of the corporation to notify all owners on or before that date, giving the amount of the assessment on each tract of land owned by them, and the date when such assessment is due. Failure of the Corporation to levy the assessment prior to December 1 of any year, for the next succeeding fiscal year beginning on January 1, shall not invalidate any such assessment made for that particular year; nor shall failure to levy an assessment for any one year affect the right of the Corporation to do so for any subsequent year. When the assessment is made subsequent to December 31 of any year, then it shall become due and payable not later than thirty (30) days from the date of levying the assessment. Prior to the first assessment hereinabove provided for, if the Board of Directors shall deem it necessary for the purpose of carrying out the terms of these Articles of Incorporation, it shall have the right to make a partial assessment within the limits herein provided for and on a pro rata basis, for the period of time ending December 31, 1980. Thereafter all assessments shall be made annually as herein provided.

(e) In addition to the annual assessments authorized by the above paragraphs, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of deferring, in whole or in part, the cost of any construction or reconstruction, unexpected repair, maintenance or replacement of any roadways or entrances, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of members who are voting in person or by proxy present at a meeting duly called for this purpose, written notice of which

shall be sent to all members at least thirty (30) days in advance, setting forth the purpose of the meeting.

#### ARCHITECTURAL CONTROL COMMITTEE

Upon formation of the Association, a committee will be established to approve designs and construction as outlined in the Declaration of Restrictions. Until such time as the Committee is established, the Developer will function in this capacity.

#### LIABILITIES

Except for special assessments outlined in that section, the highest amount of any indebtedness or liability, direct or contingent, to which the Association may be subject at any one time shall not exceed one hundred percent (100%) of its income for the fiscal year plus any surplus it may have on hand from any previous assessments; nor shall said Association enter into any contract whatsoever binding the Association for assessments of any future year to pay for any such obligation and no such contract shall be valid or enforced against the Association. Notwithstanding such limitations, additional amounts may be authorized by the assent of two-thirds (2/3) of members entitled to vote who are voting in person or by proxy present at a meeting duly called for this purpose.

#### ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS

The Association shall notify all owners of land in the subdivision as it may exist from time to time, of the official address of such Association, and the names and addresses of all its officers; the place and time regular meetings of the Association shall be held; designate the place where payments shall be made, and any other business in connection with the Association may be transacted. Notices shall be given by United States Mail addressed to the last known address of the member or other person.

#### A M E N D M E N T

Amendment of this Declaration shall require the affirmative vote of two-thirds (2/3) of the voting membership, voting on such amendment

who are present at the annual meeting and shall be evidenced by a written agreement, duly executed and acknowledged by the officers of the Association and recorded in the Office of the Recorder of Deeds of St. Clair County, Missouri, at Osceola.

#### TEMPORARY TRUSTEE

Prior to the actual organization or incorporation of the Association contemplated by the terms of this Declaration, Developer shall have the right at its option to perform the duties, assume the obligations, levy and collect assessments, and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were herein given directly to the Developer. The Association contemplated by the terms of this Declaration shall not assume any of the rights herein provided for without the consent of the Developer and its relinquishment of its rights as temporary trustee.

#### CONFLICT OF LAWS

The Association shall at all times observe all state, county, city and other laws, and if at any time any of the provisions of this Declaration shall be found to be in conflict therewith, then such parts as are in conflict with such laws shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations, and provide such means and employ such agents as will enable it to adequately and properly carry out the purposes of this Declaration, subject, however, to the limitations of its right to contract as are herein provided for.

#### DEVELOPER TO DEED COMMON AREA

After the incorporation of the Association, the Developer shall convey the roadways to the Association by general warranty deed free and clear of all liens and encumbrances. No monetary consideration shall be paid to the Developer by the Association for such conveyance.





STATE OF MISSOURI, ST. CLAIR COUNTY  
PAT TERRY, RECORDER OF DEEDS  
Book: 623 Page: 602-612

Reception #: 20200070  
Pages Recorded: 11

Recording Fee: \$54.00

Date Recorded: 1/16/2020 10:25:33 AM

**AMENDED AND RESTATED BYLAWS  
OF  
THE LAKESHORE ESTATES HOMES ASSOCIATION, INC.  
As of November 15, 2019**

**ARTICLE I  
NAME AND LOCATION**

The name of the Association is **The Lakeshore Estates Homes Association, Inc.** The mailing address of the Association shall be P.O. Box 57, Osceola, Missouri 64776, but meetings of Members and Directors may be held at such places within the State of Missouri as may be designated by the Board.

**ARTICLE II  
DEFINITIONS**

**Section 1.** “Association” shall mean and refer to **The Lakeshore Estates Homes Association, Inc.**, its successors and assigns.

**Section 2.** “Board” shall mean and refer to the governing body of the Association, comprised of Directors elected in accordance with the terms of these Bylaws.

**Section 3.** “Declaration” shall mean and refer to the First Amended and Restated Declaration of Restrictions and Covenants of Lakeshore Estates, recorded *Jan 16*, 2020, in Book *623* at Page *585*, with the Recorder of Deeds of St. Clair County, Missouri, as the same may be amended or restated from time to time.

**Section 4.** “Director” shall mean and refer to each member of the Board who has been elected in accordance with the terms of these Bylaws.

**Section 5.** “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision plat relating to the properties.

**Section 6.** “Member” shall mean and refer to every person or entity holding membership in the Association pursuant to the Declaration.

**Section 7.** “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or other land which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 8.** “Properties” shall mean and refer to that certain real property described in the Declaration, and such additions thereto as may have previously been or hereafter be brought within the jurisdiction of the Association.

**Section 9.** “Roads” shall mean all roads, whether labeled as a Road, Street, Avenue, or Terrace within the boundaries of the Properties.

**Section 10.** “Proxy” shall mean and refer to a person authorized to cast the vote of a Member on behalf of such Member if authorized as provided in Section 5 of Article IV.

### ARTICLE III MEMBERSHIP

**Section 1. Membership.** Every person or entity that is a record Owner of a fee or undivided fee interest in any Lot, which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. Any Member which is a legal entity may designate an individual as agent to represent it in all matters concerning the Association. The foregoing is not intended to include persons or entities holding an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot or other land which is subject to assessment by the Association and within the foregoing definition. Ownership of such Lot or other land shall be the sole qualification for Membership.

**Section 2. Voting Rights.** Subject to the provisions of Section 3 of this Article, each Member shall be entitled to cast one (1) vote regardless of the number of Lots that such Member owns; provided, however, that if any Lot is owned by more than one Member, the vote for such Lot shall be exercised as such Members shall determine among themselves. In no event shall more than one (1) vote be cast with respect to any one (1) Lot.

**Section 3. Suspension of Membership.** During any period in which a Member shall be in default in the payment of any annual assessment levied by the Association, such Member’s voting rights and right to use any recreational facilities may be suspended by the Board until such assessment has been paid. Such rights of a Member may also be suspended, after notice and hearing, for a period not to exceed ninety (90) days per violation, for violation of any rules and regulations established by the Board.

### ARTICLE IV MEETINGS OF MEMBERS

**Section 1. Annual Meetings.** Each annual meeting of the Members shall be held in the area of Osceola, Missouri, at a time and place specified by the Board. The Board shall give notice of the meeting and its time and place to the Members no later than fifteen (15) days prior to the date of the annual meeting.

**Section 2. Special Meetings.** Special meetings of the Members may be called at any time by the Board, or upon written request of the Members who are entitled to cast one-fourth (1/4) of all of the votes of the entire membership. Upon receipt of such a written request, the Board shall set a date and time for the special meeting, to be held no later than forty (40) days after presentment of the written request, and give notice thereof pursuant to Section 3 of this Article. Only business that is stated in the written request and on the notice may be transacted at a special meeting.

**Section 3. Notice of Meetings.** Written notice of each meeting of the Members shall be given to each Member by, or at the direction of, the Board or any person authorized to call the meeting, either in person or by mail, no more than thirty (30) and no fewer than fifteen (15) days before the date of such meeting. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

**Section 4. Quorum.** The presence at the meeting of the Members entitled to cast, or of proxies entitled to cast, fifteen percent (15%) of the total votes shall constitute a quorum for any action. Every decision of a majority of a quorum of the Members shall be valid as an act of the Members unless a larger vote is required by law or by these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting to a later date not fewer than five (5) and not more than thirty (30) days after the original date of such meeting, without notice other than announcement at the meeting. The number of Members who are present at any such adjourned meeting shall constitute a quorum for any action to be taken by the Members at such adjourned meeting. Every decision of a majority of such reduced quorum shall be valid as an act of the Members unless a larger vote is required by law or by these Bylaws.

**Section 5. Voting.** At all meetings of Members, including, without limitation, any meeting adjourned in accordance with Section 4 of this Article, each Member may vote in person or by Proxy. All proxies shall be in writing and filed with the Secretary. Every Proxy shall be revocable and shall automatically terminate eleven (11) months after its creation or upon the conveyance by the Member of his, her or its Lot, whichever is earlier. Members who do not attend a meeting may also cast votes on any matter which is described in the notice of such meeting given pursuant to Section 3 of this Article by (a) ballot hand delivered to the Secretary of the Association no later than the start of the meeting, (b) by email addressed to the email account then currently used by the Association and received in the inbox of such email account no later than 11:59 a.m. on the date of the meeting, (c) regular mail addressed to the Association's regular mailing address and received no later than 3:00 p.m. on the day of the meeting, or (d) any additional method that may be specified by the Board at any time and from time to time, including, without limitation, by means of online voting. Submission of a ballot in any of the ways specified in this Section 5 shall constitute appointment of the Secretary (as defined below) as Proxy for the Member submitting such ballot, only for the purposes of submitting such ballot. The Secretary shall maintain all original ballots mailed or delivered to the principal office of the Association and emailed to the Association, and shall deliver such ballots to the person presiding over the meeting.

**Section 6. Salary.** No Director shall receive a salary for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties, as approved by the Board.

## **ARTICLE VI MEETINGS OF THE BOARD**

**Section 1. Regular Meetings.** Regular meetings of the Board shall be held annually, without notice, immediately following the annual meeting of the members. The Board may, in its discretion, hold additional regular meetings at such place and hour as may be fixed from time to time by resolution of the Board. Should any regular meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. All regular meetings of the Board shall be held at a place specified by the Board.

**Section 2. Special Meetings.** Special meetings of the Board shall be held when called by the President of the Association, or by any two (2) Directors, after not fewer than five (5) days' notice to each Director, either in person or by mail or email, stating the time, place and purpose of any such special meeting.

**Section 3. Waiver of Notice.** Any notice required to be given to any Director may be waived by such Director, whether before, at or after the time such notice was required to be given. Attendance of a Director at any meeting shall constitute waiver of notice of such meeting, unless such Director states at the opening of the meeting that such Director objects to the transaction of business at the meeting because the meeting was not lawfully called or convened.

**Section 4. Quorum.** A majority of the whole number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board, except as may be otherwise specifically provided by law or by these Bylaws. A Director may be present at any meeting via any electronic means which enables such Director to hear and be heard by the other Directors.

### **Section 5. Open Meetings and Records.**

a. **Open Meetings; Authority to Close.** Subject to the Board's discretion to close a meeting or record as described herein, all meetings of the Board and records of the Association shall be open to all Members. Notwithstanding anything herein to the contrary, the Board is authorized to close any meeting or record to the extent it relates to a matter that it deems to be sensitive, including, without limitation, personnel matters. A matter shall be considered sensitive for purposes of closing a meeting or record with respect to such matter if it is deemed sensitive by an affirmative vote of a majority of the Board.

b. **Notice of Meetings.** Notice of all meetings of the Board shall be given in a reasonable manner. Without excluding other means, such notice shall be presumed to be reasonable if it is given by email or telephone to each Director's email address or telephone number provided by such Director to the Board, at least one (1) day before the meeting or event for which notice is given.

**Section 6. Action Taken Without a Meeting.** The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Such written approval may be given via email. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

**ARTICLE VII  
POWERS AND DUTIES OF THE BOARD**

**Section 1. Powers.** The Board shall have power:

- a. To exercise for the Association all powers, duties and authority vested in or delegated to the Association not reserved to the membership by other provisions of these Bylaws, or the Declaration;
- b. To employ a manager, and such other employees as it deems necessary, and to prescribe their duties; and
- c. To employ independent contractors as needs arise and to prescribe their duties.

**Section 2. Duties.** It shall be the duty of the Board:

- a. To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, and at any special meeting when such statement is requested in writing by one-third (1/3) of the Members who are entitled to vote;
- b. To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- c. To set the amount of the annual assessment against each Lot;
- d. To send written notice of each assessment to every Owner subject thereto;
- e. To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid;
- f. To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- g. To cause the Roads to be maintained.

## ARTICLE VIII COMMITTEES

**Section 1. Required Committees.** The Board shall annually appoint an Architectural Committee consisting of at least two (2) Members. The Architectural Committee shall evaluate and approve or deny, in its reasonable discretion, all plans, specifications and other documentation or requests submitted to it by any Member in accordance with the terms of the Declaration.

**Section 2. Other Committees.** In addition to the Architectural Committee, the Board may appoint other committees as it deems appropriate to carry out its purposes.

## ARTICLE IX OFFICERS AND THEIR DUTIES

**Section 1. Enumeration of Offices.** The officers of the Association shall consist of a President, Vice President, Secretary, Treasurer and such other officers as the Board may from time to time by resolution create. The office of Secretary and Treasurer may be held by the same person. Only currently serving Directors will be eligible to be an officer.

**Section 2. Election of Officers.** The election of officers shall take place annually at the first meeting of the Board following each annual meeting of the Members. Officers shall be elected by majority vote of the whole number of Directors.

**Section 3. Term.** Each officer of the Association shall hold office for one (1) year unless he or she shall sooner resign, be removed, or otherwise become disqualified to serve.

**Section 4. Removal.** Any officer may be removed, with or without cause, by (a) a majority vote of the Directors, excluding the Director serving as the officer to be removed, at any regular meeting or any special meeting of the Board called, in whole or in part, for such purpose, or (b) a majority vote of the Members at an annual meeting or special meeting of the Members called, in whole or in part, for such purpose. Any officer whose removal is proposed at any meeting shall have the opportunity to be heard at such meeting.

**Section 5. Resignation.** Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect at the time specified in such notice.

**Section 6. Vacancies.** A vacancy in any office shall be filled by majority vote of the Board. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer he or she replaces.

**Section 7. Signatory Authority.** Each check of the Association shall be signed by two Officers. The Officers having authority to sign checks shall be designated by the Board and may be changed from time to time by resolution of the Board. More than two Officers may be authorized to sign checks, but only two signatures shall be required on any check of the Association.

**Section 8. Duties.** The duties of the officers are as follows:

a. **President.** The President shall preside at all meetings of the Members and of the Board, shall see that orders and resolutions of the Board are carried out and shall sign all leases, mortgages, deeds and written instruments. The President shall also, at the annual meeting of the Members and at such other times as the President deems proper, communicate to the Members and the Board such matters and make such suggestions as may, in the opinion of the President, tend to promote the prosperity and welfare and increase the usefulness of the Association. In addition, the President shall perform such other duties as are necessarily incident to the office of the President. No fewer than three (3) days prior to all regular meetings of the Board, the President shall prepare an agenda for the next meeting. Emergency items not included in the agenda may be brought before the Board at the discretion of the President.

b. **Vice President.** The Vice President shall act in the capacity of the President in the event of the President's absence, disability, death or removal from office and shall perform such other duties as may be assigned by the President or the Board.

c. **Secretary.** The Secretary shall attend all meetings of the Members and the Board and shall record or cause to be recorded all votes taken and the minutes of all proceedings. The Secretary shall coordinate like duties for any committees. The Secretary shall give or cause to be given, notice of all meetings of the Members, the Board and committees, but this shall not lessen the authority of others to give such notice as provided in these Bylaws. The Secretary shall give such notice as provided in these Bylaws. The Secretary shall have the general duties, powers and responsibilities of a secretary of a corporation and shall perform such other duties as may be prescribed from time to time by the President or the Board.

d. **Treasurer.** The Treasurer shall be responsible for safekeeping the funds and securities of the Association and shall keep, or cause to be kept, a full and accurate account of all receipts and disbursements and books belonging to the Association. The Treasurer shall keep, or cause to be kept, all other books of account and accounting records of the Association as shall be necessary, and shall deposit, or cause to be deposited, all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. The Treasurer shall disburse, or permit to be disbursed, the funds of the Association whenever and in whatever manner ordered or authorized generally, by the Board, and shall render to the President or the Board, whenever they may require it, an account of all transactions and of the financial condition of the Association. The Treasurer shall perform such other duties as may be prescribed from time to time by the President or the Board.

## ARTICLE X ASSESSMENTS

**Section 1. Creation of Lien and Personal Obligation of Assessments.** Each Member is deemed to covenant and agree to pay to the Association annual assessments for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties, and in particular for the improvements and maintenance of the Properties, services and facilities devoted to this purpose and related to the maintenance of the Roads, and of the buildings situated upon the

Properties and for any other purpose which is necessary or desirable for the maintenance and improvement of the Properties and the Roads or which is to be of general benefit to the Owners and occupants, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual assessments, together with such interest thereon and costs of enforcement thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his, her or its successors in title unless expressly assumed by them.

**Section 2. Amount of Assessment.** The maximum amount of the annual assessment shall be \$100.00 per Lot per year unless a higher amount is approved by the Members at an annual or special meeting of the Members. Any higher amount approved in accordance with this Section shall be effective for a period of one (1) year only.

**Section 3. Payment of Annual Assessments.** Annual assessments shall be due on April 1 of each year. Notices regarding any annual assessment shall be given in writing and mailed via U.S. Mail, postage prepaid, to the last known address of each Member. Failure of the Association to levy the annual assessment prior to April 1 of any year shall not invalidate or otherwise affect the Association's right to levy annual assessments in subsequent years. When any annual assessment is levied after April 1 in any year, it shall become due and payable no later than thirty (30) days after the date of levying such assessment.

**Section 4. Proof of Payment of Annual Assessments.** The Association shall, upon demand by a Member at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be imposed for the issuance of any such certificate. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 5. Effect of Nonpayment of Assessments; Remedies of the Association.** If an Owner fails to pay any annual assessment by June 1 of any year, then such assessment shall be delinquent and such Owner shall be charged a late fee of \$25.00, plus interest on the entire unpaid amount, including both the unpaid assessment and late fee, at a rate of ten percent (10%), compounded monthly, beginning on June 1. If it is necessary for the Association to hire an attorney to enforce payment by any Owner, by suit or otherwise, of any annual assessment, the Association shall be entitled to recover all reasonable costs of collection, including, without limitation, reasonable attorneys' fees and court costs, from such Owner, in addition to interest as provided above.

**Section 6. Priority of the Lien.** The lien of the assessments provided for herein shall have priority over all liens and encumbrances recorded after the recordation of the Declaration other than a first deed of trust or mortgage. No sale or transfer of any Lot or land, including, without limitation, the sale or transfer of any Lot or land which is subject to deed of trust or mortgage pursuant to a foreclosure under such deed of trust or mortgage or any proceeding in lieu of foreclosure thereof, shall affect or extinguish the assessment lien as to payments of assessments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or land from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE XI  
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member following ten (10) days' written notice to the Association. The Declaration and these Bylaws shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE XII  
AMENDMENTS**

**Section 1.** These Bylaws may be amended at a regular or special meeting of the Members by affirmative vote of a majority of the total votes of the Association, or by a vote of two-thirds (2/3) of a quorum of Members present in person or by Proxy, whichever is less.

**Section 2.** In the case of conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XIII  
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

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Lakeshore 464



STATE OF MISSOURI, ST. CLAIR COUNTY  
PAT TERRY, RECORDER OF DEEDS  
Book: 570 Page: 118-127

Reception: 20111691  
Pages Recorded: 10

Recording Fee: \$51.00

Date Recorded: 10/17/2011 10:34:33 AM

*Pat Terry*

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TITLE OF DOCUMENT: BY-LAWS OF THE LAKESHORE ESTATES HOMES  
ASSOCIATION, INC.

DATE OF DOCUMENT: OCTOBER 1, 2011

GRANTOR(S): LAKESHORE ESTATES HOMES ASSOCIATION, INC.

GRANTOR(S) ADDRESS: P O BOX 57  
OSCEOLA, MISSOURI 64776

BY-LAWS OF  
THE LAKESHORE ESTATES HOMES ASSOCIATION, INC.

The shareholders of this corporation, by virtue and authority of the Law of Missouri and the articles of Incorporation heretofore filed and approved at a meeting duly called and assembled, have adopted the following By-Laws for the government of the affairs of the corporation.

DEFINITIONS

The following words and terms, when used in these By-Laws, shall have the following meanings:

(a) The term "The Lakeshore Estates", as used herein, shall be deemed to mean that subdivision of land known as Lakeshore Estates, all as shown in the following described plats filed for record in the Office of the Recorder of Deeds of St. Clair County, Missouri, at Osceola:

A tract of land lying in portions of Sections 7 and 18, Township 38, Range 25, St. Clair County, Missouri, as shown on the following described Plats filed or record in the office of the Recorder of Deeds of St. Clair County, Missouri, at Osceola: Plat of Lakeshore Estates Subdivision filed October 13, 1978, in Plat Book 2 at Page 65; and Lakeshore Estates Subdivision Amended Plat Book "A" at Page 114.

(b) The term "Improved Property", as used herein, shall be deemed to mean a single tract, consisting of one or more contiguous lots or part thereof, under a single ownership and use and on which tract, one single-family-residence, is erected or is in the process of erection.

(c) The term "Landlord Property", as used herein, shall be deemed to mean a single tract, consisting of one or more contiguous parcels of land or lots, or parts thereof, under a single ownership and use and on which tract one single-family-residence, is erected or is in the process of erection.

(d) The term "Vacant and Unimproved Property", shall mean any land within the district which is not "Improved Property".

(e) The term "Public Places", as used herein, shall be deemed to mean all roads, intersections, medial strips, and other similar of the general public.

(f) The term "Owners", as used herein, shall mean those persons, partnerships, joint ventures, or corporations who may from time to time own land within the district.

(g) The term "Private Lanes", as used herein, shall be deemed to mean all undedicated streets and ways which are not public places as above defined.

(h) The term "Association", as used herein, shall mean and refer to The Lakeshore Estates Homes Association, Inc., a Missouri Not-For-Profit Corporation.

(i) The term "The Properties", as used herein, shall mean and refer to all such existing properties and additions thereto, as are subject to the Association and The Lakeshore Estates Homes Association Declarations.

(j) The term "Lot", as used herein, shall mean and refer to a numbered plat of land as shown on the Recorded Plats of the Lakeshore Estates Subdivision.

(k) The term "Dwelling", as used herein, shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(l) The term "Member", as used herein, shall mean and refer to every person or entity who is a record owner of a fee or an undivided fee interest in any lots as defined in The Lakeshore Estates Homes Association Declarations and the Articles of Incorporation of this Corporation or any tract of land which is subject by covenants of record to assessment by the Association.

#### MEMBERSHIP

Every person or entity that is a record owner of a fee or undivided fee interest in any lot as defined in the Articles of Incorporation and The Lakeshore Estates Homes Association Declarations, which is subject by covenants of record to assessment by the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or other land which is subject to assessment by the Association. The Association shall be the sole judge of the qualifications of its members and of their rights to participate in its meetings and proceedings.

In case legal title to property is held by a corporation, the Board of Directors of said corporation or its president, or vice president, may designate in writing, some person to be a member of this Association, and any such member shall have the same rights and privileges as any other members.

No charges shall be made for the privilege of membership except as set forth in The Lakeshore Estates Homes Association Declaration dated \_\_\_\_\_ and filed for record on \_\_\_\_\_, in the Office of the Recorder of Deeds of St. Clair County, Missouri, at Osceola.

Membership rights, including the right to vote, or any other rights, that may from time to time be provided members, are automatically suspended for non-payment of assessments, fees and charges. Membership shall be non-transferable except on transfer of legal title to property within the District. A new owner is required to give proof of ownership for transfer of membership to the Board of Directors.

#### VOTING RIGHTS

The Association shall have one (1) class of voting membership which shall be composed of all owners of any single-family residential lot or lots as defined in the heretofore identification Declaration. Voting members shall be entitled to one (1) vote, regardless of the number of lots owned. When more than one (1) person holds such interest in any lot or lots, all such persons shall be members, but the vote for such lots shall be exercised as they among themselves determined and in no event shall more than one (1) vote be case with respect to any lot, no matter how many lots make up the membership.

A residence owner of multiple lots, adjoining or not, shall be assessed for each lot owned, and shall have only one (1) voting right.

Voting may be in person or by a proxy, provided, however, that no proxy may exceed eleven (11) months duration.

#### DIRECTORS

The property and business of this Corporation shall be managed by its Board of Directors, five (5) in number, who shall be voting members of the Association, three (3) of whom shall constitute a quorum for the transaction of business. They shall be elected at the annual meeting of the shareholders, and each Director shall be elected to serve until his successor shall be elected and qualified. At each annual meeting there shall be elected the number of Directors required to fill the vacancies of the retiring Directors.

Vacancies of the Board of Directors caused by resignation, death, or removal from the land herein described, shall be filled by the remaining Directors when assembled as a Board. Such appointee shall hold office until the expiration of the term of the Director whose place he has taken.

### REMOVAL OF DIRECTORS

Any one or more members of the Board of Directors may be removed by the members at a Special Meeting of the members called for said purpose, and sixty (60) days written notice of the time, place and purpose of such meeting shall be given to all members. Directors may be removed at such meeting only by affirmative vote of two-thirds (2/3) of the voting members present at such meeting, and a quorum for such meeting shall be sixty (60%) percent of the total membership present.

Any member of the Board of Directors, who shall absent himself from three (3) consecutive meetings of such Board, without acceptable excuse as determined by a majority of said Board, shall be deemed to have automatically resigned from such Board and cease to be a member thereof effective from and after said third (3<sup>rd</sup>) meeting.

### COMPENSATION OF DIRECTORS

Directors, as such, shall not receive any stated salary for their service, but by resolution of the Board, nothing herein contained, shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefore.

### POWERS AND DUTIES OF THE DIRECTORS

SECTION 1. The Directors shall conduct, manage and control the affairs and business of the Association, and shall make all necessary rules and regulations, not inconsistent with the laws of the State of Missouri, for guidance of officers and management of the affairs of the Association and the Home Association Declaration. They shall cause to be kept a complete record of all their minutes and acts and of the proceedings of the members, and they shall present a complete statement at the regular meeting of the members, showing in detail the assets and liabilities of the Association, and the condition in the assets and liabilities of the Association, and the condition in general of its affairs. They shall appoint and remove at will all agents, servants and employees of the Association, prescribe their duties, fix their compensation if any, and require from them security for faithful service, wherever they shall deem necessary; the Directors shall exercise such other powers and duties as may be set forth in these By-Laws.

SECTION 2. They shall prescribe rules and regulations and such membership or initiation fees and charges and such annual fees and charges as may be deemed necessary for the use of Corporation facilities by members and their guests, and delegate to officers or employees the power to enforce rules and regulations, or to suspend any member for violation of such.

SECTION 3. To establish from time to time, committees of the members and fix their duties and responsibilities. The chairman and members of such committees shall be appointed by the President with consent of the Board, and shall serve at the pleasure of the president until the annual meeting next after their respective appointments.

#### OFFICERS

SECTION 1. The officers of the Association shall be a President, Vice-President, Secretary and Treasurer, which officers shall be elected by and hold office at the will of the Directors. The tenure of all officers of the Association, other than Directors, shall be determined by the Board of Directors. The President, Vice-President, Secretary and Treasurer, must be Directors; the office of Secretary and Treasurer may be held by the same person.

SECTION 2. The President shall preside over all meetings of the members and Directors; shall sign all instruments of writing to be executed by the association, and as he may be directed by the Board of Directors, he shall perform such other duties as are usually performed by the chief executive officer of an association, or as may be conferred upon him by the Board of Directors, but his authority shall at all times be subject to the control and direction of the Board of Directors.

SECTION 3. It shall be the duty of the Secretary to keep a record of the proceedings of the Board of Directors and of the members. He shall keep the corporate seal and records of the Association. He shall keep a record of ownership of all lots in The Lakeshore Estates and transfers thereof. He shall serve all notices required either by law or by the By-Laws of the Association, but in case of his absence, inability, refusal or failure to do so, then such notices may be served by any person so directed by the President or Vice-President of the Association.

SECTION 4. The Treasurer shall receive and deposit in such bank or banks as the Board of Directors may direct, all funds of the Association, subject to the check of such officers as the Board of Directors shall designate. A mandatory annual audit of Association funds shall be made.

SECTION 5. The Vice-President shall have all the powers and perform all the duties of the President in case of the absence from the county, death, or inability of the President to serve.

SECTION 6. The President and Vice-President shall not receive any salary or compensation for their service.

MEETING

SECTION 1. The annual meeting of the members of the Association for the election of the Directors and for the transaction of such other business as may come before the meeting, shall be held in the Osceola, Missouri, area, each year at such place and date as the Board of Directors shall direct. Such meeting shall be called in writing, mailed at least ten (10) days prior to, but not more than thirty (30) days before the date of the meeting, to each member at his last known place of residence or business, unless this address shall be changed and a different address be given by such member to the Secretary of the Association, in which case such notice shall be sent to the address given.

SECTION 2. Emergency meetings of the members, (excluding meetings for the purpose of increasing assessments) shall be called in like manner after five (5) days notice, but the call for any such Emergency Meeting shall designate the purpose of the Meeting.

SECTION 3. The President shall call a special meeting of property owners at such appropriate time and place, upon receipt of the petition of fifteen (15) or more members stating the purpose of such meeting.

SECTION 4. (a) At any meeting of the voting members, fifteen (15%) percent of the voting members shall constitute a quorum for the transaction of business and it will be necessary for a majority of the quorum to vote for any Director, resolution or proposition before the same may be declared or adopted, except as otherwise provided for in the By-Laws, or the Declaration herein above mentions.

(b) No matter affecting the definition and rights, or either, of voting members, shall be adopted unless the substance thereof shall be included in the notice of a meeting mailed to all voting members at their last known address; unless there shall be cast in favor thereof a majority of the votes of voting members present and voting thereon.

SECTION 5. If, for want of a quorum or other cause, annual members meeting shall not be held on the day above named, or should the members fail to complete an election of Directors, or such other business as may be presented for their consideration, those present may adjourn from day to day until the same can be accomplished.

SECTION 6. Regular meetings of the Board of Directors shall be held at such time as may be provided by the Board of Directors by resolution. No notice of the regular meeting of the Board of Directors need be given.

SECTION 7. The President, or any two of the Directors, may call a special meeting of the Directors at any time notice shall be given of such called meeting by depositing in the United States Post Office, a written or printed notice thereof, with the postage thereon prepaid, addresses to each Director at the last address left with the Secretary, at least three (3) days before the time of the meeting, or by serving personally such notice to each Director one (1) day before the meeting.

SECTION 8. Notices specified in this Article for members need to be given only to member appearing as such on the books of the Association.

### VOTING

At all corporate meetings, each voting member may vote either in person or by proxy. All proxies shall be in writing and filed with the Secretary. No Directors, however, shall be permitted to vote at any meeting of the Directors unless he be present in person to cast his vote. In all proceedings of the Directors' meetings, each Director shall have one (1) vote. All vote shall be by ballot.

### GENERAL FUNDS

SECTION 1. Funds to enable the Association to perform its duties and responsibilities, shall be provided by assessments against the membership pursuant to the terms of the Homes Association Declaration dated \_\_\_\_\_ and recorded in the Office of the Recorder of Deeds of St. Clair County, Missouri, at Osceola, on \_\_\_\_\_. This assessment shall be fixed by the Board of Directors, according to the needs of the Association, up to the maximum of \$100.00 per property per annum. If an increase is proposed, according to the Homes Association Declaration dated \_\_\_\_\_, a notice shall be mailed to each member stating the specific reason for the special meeting. This notice shall be placed in the mail at least ten (10) days prior to, but not more than thirty (30) days before the date of the meeting, and shall provide a ballot for voting for or against the increase. If unable to attend the meeting for the purpose of voting, this ballot may be marked and filed with the Secretary of the organization before the special meeting. This increase may be vote for only one (1) year at a time, and automatically reverts to the \$100.00 maximum per year.

SECTION 2. The Treasurer of the Association shall maintain such records of the assessments and the payment of such assessments and delinquencies therein, and shall prepare and send delinquency notices, subject to the approval of the Board of Directors.

### AMENDMENTS TO BY-LAWS

These By-Law maybe repealed or amended, or new By-Laws may be adopted at any meeting of the voting members, by vote of two-thirds (2/3) majority of voting members of the Association present at such meeting.

RESTRICTIONS

SECTION 1. No on-road parking overnight. No parking over, or obstruction of roadways. Junk cars or inoperative vehicles of any kind, are to be kept in owner's garage.

SECTION 2. Damages and Guest: No person shall take from any premises owned or controlled by the Corporation or Association, any article belonging to the Corporation or Association, except by due authority, nor shall any person mutilate or deface any property belonging to the Corporation or Association, and all damages to Corporation property shall be paid for by the member who caused same or whose guest caused same.

DELEGATION OF DUTIES

In the absence of any officer of the Corporation or for any other reason which the Board considers sufficient, the Board may delegate the powers or duties of such officer, provided a majority of the entire Board concur therein.

LIQUIDATION

In the event that the Corporation shall be liquidated in the manner provided by law, voting members shall be entitled to receive in equal shares, pro rate, of all the proceeds of liquidation.

MISCELLANEOUS

SECTION 1. Property. The title to all property, of whatever nature, belonging to the Association, shall be held in the name of The Lakeshore Estates Homes Association, a non-profit corporation, duly organized and existing under the laws of the State of Missouri.

SECTION 2. Indemnification of Officers. Each person who acts as a Director or Officer of the Corporation, shall be indemnified and held harmless by the Corporation for and from any expenses actually and necessarily paid or incurred by him in connection with the defense of any action, suit or proceeding to which he is made a party and which arises out of, or in connection with, his being or having been such a Director or Officer. Also, for and from any sums reasonable, paid or incurred by him in compromise or settlement of any claim which is the subject of any such action, suit, or proceeding; except as to such claims, actions, suits or proceedings arising out of gross negligence or willful misconduct of such Director or Officer.

SECTION 3. Definitions. Each pronoun used in these By-Laws in the masculine form shall include the feminine, and the singular shall include the plural. Any definition of any noun or verb shall apply to all of its forms.

All affairs of this Corporation shall be conducted to comply with The Lakeshore Estates Homes Association Declaration dated \_\_\_\_\_ and filed for record.

Approved by:

*Mary Ann Smith*  
President

Notary

STATE OF MISSOURI  
COUNTY OF ST. CLAIR

Vice-President

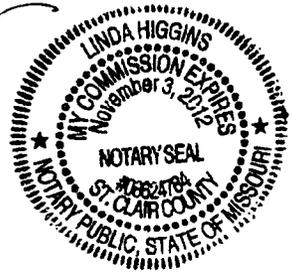
*Patrick J. Kelly*

SUBSCRIBED AND SWORN TO ME, A  
NOTARY PUBLIC FOR THE ABOVE  
STATE AND COUNTY THIS *14th* DAY  
DAY OF *October*, 2011

Secretary/Treasurer

*Judith Stephen*

*Linda Higgins*



No. 20024985 Book 509 Page 891  
State of Missouri, St. Clair County  
Recorded in Book 509 Page(s): 891 - 893  
Sep 23, 2003 9:29 AM Fees \$30.00

Pat Terry, Recorder of Deeds

*Patricia Terry*  
Deputy



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Title(s) of Document: AMENDMENTS TO DECLARATION OF RESTRICTIONS, LAKESHORE ESTATES

Date of Document: January 31, 2003

Grantor(s): LAKESHORE ESTATES HOMEOWNERS ASSOCIATION

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Grantors Address: P O BOX 57  
OSCEOLA. MISSOURI 64776

Grantee(s):

Grantee's Address:

Full Legal Description is located on page: 3

3

Reference Book(s) and Page(s), if required:

**AMENDMENTS TO DECLARATION OF RESTRICTIONS, LAKESHORE ESTATES**

**AMENDMENT I - Use of Land**

**Section II - Paragraph 7: Change the period to a comma, then add "without the permission of the lot owner; operators of all motorized vehicles, including motorcycles, ATVs, construction, trash, and delivery trucks, must abide by the speed limits posted and operated in a manner so as not to damage the roads."**

**AMENDMENT II - Construction, Maintenance and Dedication of Roads**

**Section V - Paragraph B: "Unless approved otherwise by the roads committee, any driveway cut connecting to Lakeshore Estates roads shall have a culvert installed by the lot owner in such a manner as to prevent washing away of the roadway or the accumulation of standing water."**

LEGAL DESCRIPTION OF DOCUMENT TO BE AMENDED:

DECLARATION OF RESTRICTIONS  
LAKESHORE ESTATES

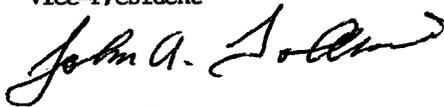
Made on October 13, 1978 by L. E. Wells D/B/A Lakeshore Estates. Recorded plat on file and of record in book 2 at page 65 in the office of the recorder of deeds for St. Clair County, Missouri at Osceola.

Approved by:

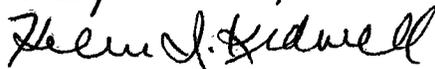
President



Vice-President



Secretary/Treasurer



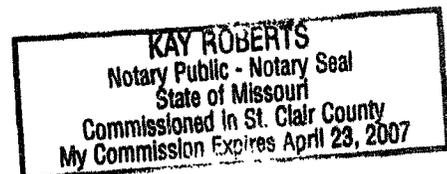
Notary

STATE OF MISSOURI  
COUNTY OF ST. CLAIR

SUBSCRIBED AND SWORN TO ME, A NOTARY PUBLIC FOR THE ABOVE STATE AND COUNTY THIS 23, DAY OF SEPTEMBER, 2003.



MY COMMISSION EXPIRES: APRIL 23, 2007



DECLARATION OF RESTRICTIONS  
LAKESHORE ESTATES

---

THIS DECLARATION, made on this 13th day of October, 1978  
by L. E. Wells and Helen L. Wells, husband and wife, D/B/A Lakeshore Estates

WITNESSETH:

WHEREAS, L. E. Wells and Helen L. Wells, husband and wife, D/B/A  
Lakeshore Estates are the owners of the following described real property, to-wit:

All of Lots 5 thru 49 Inclusive, a subdivision of land in  
St. Clair County, Missouri

As shown on the recorded plat thereof on file and of record in Book 2 at  
page 65 in the office of the Recorder of Deeds for St. Clair County, Missouri  
at Osceola,

and'

WHEREAS, said L. E. Wells and Helen L. Wells, husband and wife,  
D/B/A Lakeshore Estates now desire to place certain restrictions on said  
property for the use and for the purpose of securing orderly and uniform improve-  
ments of said property and to the objective that the undersigned or successors,  
shall be used for high class residential purposes, the undersigned hereby declare  
that the above described lands, are held and shall be conveyed subject to the  
reservations and covenants hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES,

L. E. Wells and Helen L. Wells, husband and wife, D/B/A Lakeshore Estates,  
for themselves and for their successors and assigns and for their future grantees,  
do hereby declare that all of Lots 5 thru 49 inclusive, shall be and the same are  
hereby made subject to and shall be conveyed subject to all the reservations,  
restrictions and covenants set forth herein and as executed by L. E. Wells and  
Helen L. Wells, husband and wife D/B/A Lakeshore Estates and recorded in the  
office of the Recorder of Deeds, St. Clair County, Missouri, at Osceola, as  
instrument Number 1874 in Book 335 at Page 120/126.

1. DEFINITION OF TERMS USED.

For the purpose of these restrictions the word "road" shall mean any Road, Street, Avenue, or Terrace of whatever name as shown on plat of Lakeshore Estates Subdivision.

The term "D/B/A" shall mean Doing Business As.

The word "outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

The word "lot" may mean either any number of lots as platted or one or more lots as platted and upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from Lakeshore Estates or from its successors and assigns.

The "architectural committee" hereinafter referred to shall be Lakeshore Estates, its successors and assigns.

The term "proprietors" hereinafter referred to shall be Lakeshore Estates, its successors and assigns.

11. USE OF LAND

(A) Lots 5 thru 49, both inclusive, Lakeshore Estates Subdivision, shall be for one family dwellings only, and only one residence or dwelling may be erected or maintained on each lot.

(1) The above lands may be improved, used or occupied for private family residences, and no flat or apartment house, though intended for residential purposes, may be erected thereon.

(2) All improvements designed for occupancy by a single family shall not be more than two stories, except that split-level construction shall be permitted.

(3) No parts of any residence, barn or outbuilding may be erected or maintained on any of the lots hereby restricted within 50 feet of property lines as shown on plats of Lakeshore Estates Subdivision. Any propane or liquid petroleum storage tanks shall be placed to the rear and within the building house line of the residence to which appurtenant.

(4) No trailer, basement, tent, shack, garage, barn or other outbuilding, shall at any time be used as a residence temporarily or permanently, nor shall any residence of temporary character be permitted.

(5) All yards, front and side, must be either sodded, sprigged or seeded within 6 months after completion of building.

(6) Animals, livestock or poultry may be raised, bred, kept or maintained upon any of the lots but must be restrained in a pen or under fence.

(7) No buses, tractors, trucks, inoperative motor vehicles, trailers or campers shall be parked along streets or roadways overnight, no motorized vehicles may be operated on any undeveloped lot or lots at any time.

(8) No trade or business of any kind or character nor the practice of any profession, nor any building or structure designed or intended for any purpose connected with any trade, business or profession shall be permitted upon any of the land shown upon the attached recorded plat. No nuisance shall be permitted or maintained upon any of the land shown upon the recorded plat, with the exception of domestic animals or poultry kept by owners or occupants.

111. APPROVAL OF PLANS AND SPECIFICATIONS OF IMPROVEMENTS PERMITTED.

(A) Before any structure shall be built, altered or placed on any lot the construction plans and specifications and a plan showing the location, elevation and landscaping of the structure shall be submitted to and have the written approval of the architectural committee as to quality and type of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The architectural committee as herein provided for may give written permission to vary the location of residences to avoid unnecessary and unreasonable destruction of trees and where in the opinion of the architectural committee the location and architectural design will not detract materially from the appearances and value of other properties.

(B) All plans, specifications and location for construction of a swimming pool must be submitted as set forth in paragraph (A).

(C) All residences shall be connected with septic tanks and the tank unit and all associated appurtenances must be located not less than 30 feet from the nearest property line and at least 100 feet from any stream or watercourse, septic tanks must have a minimum of 1,000 gallons liquid capacity below the invert. The lateral fields shall be constructed to ensure a minimum soil depth of 50 inches and shall provide a minimum of 144 square feet of trench bottom per 100 gallons of waste flow, based upon 100 gallons per person per day. Treatment facilities shall be located so that the effluent from such facilities shall be contained on the lot and must be maintained in such manner that there will be no violation of the Missouri Clean Water Laws and Regulations and county health regulations.

(D) No residence of one story shall be erected having a ground floor area of less than 800 square feet, which shall be exclusive of porches, garages and breezeways. No split level residence shall be erected having a living area of less than 800 square feet on the two main levels. No residence of two stories, or one and one half stories shall be erected, having less than 800 square feet on the ground level. Any dwelling with basement garage must have 800 square feet on main living area. All residences and other structures erected on the lots hereby restricted shall have roofs constructed of wood, tile or similar materials, specifically approved in writing by the architectural committee.

(E) The developers, Lakeshore Estates may maintain a small real estate office, from which to sell lots and homes in the development, until all lots have been sold.

(F) No resale of said lots shall be consummated without giving at least 15 days written notice to proprietors and the owners of the two lots adjoining said lots on the sides, of the terms thereof; and any of them shall have the right to buy said lots on such terms within 15 days, by giving notice to the sellers of their intentions, providing they complete the purchase within the 15 days after title papers have been made available and on the same terms as provided for the proposed sale of said lots. Such notice shall be personally served if service can be made on the subdivision, if any person entitled to service cannot be

found on the subdivision, notice shall be mailed to such person at his last known address. Affidavit of the person making service shall be sufficient evidence thereof to protect a purchaser. No notice shall be required to be given to proprietors as herein provided after the proprietors have sold the last lot owned by them in the subdivision, but such notice shall be given to the adjoining lot owners.

(G) Owners of one or more lots exceeding 6 acres in area as originally platted in Lakeshore Estates, may subdivide their lot or lots into lots of not less than 3 acre dimensions, and all such lots and any purchasers thereof shall be subject to all restrictions and covenants contained in the declaration of restrictions for Lakeshore Estates, and applying to lots 5 thru 49 inclusive.

IV. SIGNS, BILLBOARDS AND MISCELLANEOUS PROVISIONS.

(A) The construction or placing of signs, billboards or advertising structures of any kind is prohibited, except that one sign advertising the rental or sale of property is permitted, providing it does not exceed 5 square feet in size, and further that the developers may maintain a large sign or signs pertaining to said development prior to completion.

(B) No trash, cans, bottles or other refuse shall be thrown, dumped or deposited upon any portion of said lands, upon U. S. Game Preserve or on U. S. Government Property embraced in Harry S. Truman Dam and reservoir adjoining said lots. Each owner or resident is encouraged to maintain an approved trash burner for the disposal of any accumulation of trash or other debris.

V. CONSTRUCTION, MAINTENANCE AND DEDICATION OF ROADS.

(A) The roads, as designated on the recorded plat of Lakeshore Estates Subdivision shall be constructed by Lakeshore Estates and maintained by Lakeshore Estates until fifty-one (51%) of the platted lots have been sold, at which time, the aforesaid roads shall be deeded to the Lakeshore Estates Homes Association and maintenance of said roads shall thereafter be the responsibility of the Lakeshore Estates Home Owners Association and Lakeshore Estates Subdivision shall have no further responsibility in connection with either construction or maintenance of said roads.

VI. DURATION AND ENFORCEMENT.

(A) These restrictions and covenants are to run with the

land and shall be binding on all persons claimed under them until January 1, 1999, at which time said covenants shall be automatically extended for successive periods of ten years unless the then owners of a majority of the lots in said subdivision shall, before the expiration of said original terms, or any extension thereof, by an instrument executed, acknowledged and recorded in the office of the recorder of deeds, change or modify the same in whole or in part.

(B) Each of the restrictions and covenants herein set forth shall run with the land and bind the present owner, its successors and assigns and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owner of said tract to conform and observe said restrictions and covenants. The owner or owners of any portion of the above lands shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions and covenants above set forth, in addition to the ordinary legal action for damages; and the failure of the owners of said premises hereby restricted to enforce any of the restrictions and covenants herein set forth shall not waive such right to do so at any time thereafter.

(C) Invalidation of any one or more of the provisions, reservations, restrictions and covenants herein contained, and any amendments hereto, by court order or judgement, shall in no wise affect any of the other provisions, restrictions and covenants herein.

(D) No member of the architectural committee, nor any of the signers of this instrument, either individually or jointly, shall be subject to any action for damages nor liable for damages by refusal to act, not to act, or by acting, and all land owners by taking title do hereby release and discharge each such member or person from all liability.

(E) All of the restrictions and covenants herein are specifically subject to the right of the proprietors which right is reserved to the proprietors, their successors and assigns to amend, vary, modify, cancel or release any or all said restrictions or covenants set forth herein so long as the proprietors, their successors or assigns, own any of the lots described herein.

(F) Any violation of the restrictions herein referred to shall not be deemed to nor shall such violations cause a reversion or forfeiture of title.



THE LAKESHORE ESTATES HOMES ASSOCIATION DECLARATION

This Declaration, made pursuant to Declaration of Restrictions of THE LAKESHORE ESTATES, this 26th day of September, 1980, by L. E. WELLS, owner, hereinafter called Developer.

WITNESSETH:

WHEREAS, the Developer has developed all of the lots shown on the plate of The Lakeshore Estates, a subdivision in St. Clair County, Missouri, within certain tracts of property, described as:

A tract of land lying in portions of Sections 7 and 18, Township 38, Range 25, St. Clair County, Missouri as shown on the following described Plats filed of record in the office of the Recorder of Deeds of St. Clair County, Missouri, at Osceola: Plat of Lakeshore Estates Subdivision filed October 13, 1978, in Plat Book 2 at Page 65; and Lakeshore Estates Subdivision Amended Plat filed on November 15, 1979 in Plat Book "A" at Page 114.

WHEREAS, the Developer has developed said Lakeshore Estates for high-class residence purposes, and it is its desire and the desire of The Lakeshore Estates Homes Association, Inc., to continue the development of certain parts of such land for such purposes, and to create and maintain a residential neighborhood possessing features of more than ordinary value to a residential community; and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer has caused to be incorporated under the laws of the State of Missouri, as a Not-For-Profit corporation, The Lakeshore Estates Homes Association, Inc., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, in order to assist it and its grantees in providing the means necessary to bring this about, Developer does now, pursuant to Declaration of Restrictions of The Lakeshore Estates Subdivision and by this instrument, hereby subjects Lots five (5) to forty-nine (49), both inclusive, of The Lakeshore Estates Subdivision as shown on the recorded plates thereof, to the covenants, charges and assessments set

forth and contained in this Declaration, subject, however, to the limitations hereinafter specified.

DEFINITIONS

The following words and terms, when used in this Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

(a) The term "LAKESHORE ESTATES SUBDIVISION" shall be deemed to mean that sub-division of land known as Lakeshore Estates Subdivision, all as shown under the legal description contained in this Declaration.

(b) The term "District" as used in these Articles of Incorporation shall mean, unless and until extended as hereinafter provided, all of the lots shown on original and amended Plats of Lakeshore Estates Subdivision.

(c) The term "Public Places" as used herein shall be deemed to mean all roads, intersections, and other similar places, the use of which is dedicated to or set aside for the use of the general public.

(d) The term "Owners" as used herein shall mean those persons, partnerships, joint ventures, or corporations who may from time to time own land within the District but shall not include a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(e) The term "Common Areas" as used herein shall be deemed to mean all roadways, pedestrian walkways and bridges, and all other similar recreational areas, the use of which is dedicated to or set aside for the general use of the owners within the District, subject to rules and regulations promulgated by the Developers, or which may, with the appropriate consent, be used by the owners within the District.

(f) The term "Association" shall mean and refer to The Lakeshore Estates Homes Association, Inc., a Missouri Not-For-Profit Corporation.

(g) The term "The Properties" shall mean and refer to all such existing properties, as are subject to the Associations and The Lakeshore Estates Homes Association Declarations.

(h) The term "Lot" shall mean and refer to a numbered plat of land as shown on the recorded plats of The Lakeshore Estates Subdivision.

(i) The term "Dwelling" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(j) The term "Member" shall mean and refer to every person or entity that is a record owner of a fee or undivided fee interest in any lot as defined in the heretofore identified Declarations or any tract of land, which is subject by covenants of record to assessment by the Association.

(k) The term "Developer" shall mean L. E. WELLS, the owner, his respective heirs, successors or assigns.

#### M E M B E R S H I P

Every person or entity that is a record owner of a fee or undivided fee interest in any lot as defined in the heretofore identified Declarations, which is subject by covenants of record to assessment by the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot or other land which is subject to assessment by the Association. The Association shall be the sole judge of the qualifications of its members and of their rights to participate in its meetings and proceedings.

#### PURPOSE AND POWERS OF THE ASSOCIATION

The specific purposes for which the Association is formed are to provide for maintenance, preservation and architectural control of the residence lots and roadways as described in this Declaration, to promote the health, safety and welfare of the residents and the environment within the herein-described property.

(a) To exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Lakeshore Estates Homes Association Declaration, herein-after called the "Declaration," applicable to the property recorded or to be recorded in the Office of the St. Clair County, Missouri, Recorder of Deeds at Osceola, Missouri and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.

expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(h) To provide for the plowing or removal of snow from roads.

(i) To exercise such control over private lanes and roads as may be within its power and as it may deem necessary or desirable, subject at all times to such city, county or other proper officials as may have jurisdiction in the area.

(j) To do all things necessary or desirable in the judgment of the officers of the Association to see that any vacant or unimproved property and the parking in front of any property in the District is neat in appearance and in good order.

(k) To provide for the maintenance of any roadways, pedestrian ways, gateways, entrances, and ornamental features now existing or which may hereafter be erected or created in said District or on any land set aside for the general use of the owners in the District, or to which all of such owners have access and the use thereof; and also to provide for the maintenance of the roadways.

(l) To provide for the cleaning of roads, gutters and catch basins, and for the repair and maintenance of roads, storm sewers and appurtenant drainage facilities, when such services are not available from any public source.

(m) To erect and maintain signs for the marking of streets and safety signs for the protection of children and other persons, when such signs are not available from any public source.

(n) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(o) To enter into agreements with other Homes Associations, municipalities, political subdivisions, individuals and corporations in order to implement the purposes of this Association and to provide for the benefit of the owners and members of this Association.

(p) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Not-For-Profit Corporation Law of the State of Missouri by law may now or hereafter have or exercise.

(q) The foregoing purposes notwithstanding, no substantial part of the activities of the Association shall be devoted to attempting to influence legislation by propaganda or otherwise within the meaning of the proscriptive provisions of the Internal Revenue Code. The Association shall not directly or indirectly participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

#### METHODS OF PROVIDING FUNDS

For the purpose of providing funds to enable the corporation to carry out its function, exercise its powers, maintain the improvements and render the services needed for the Association, all land within the boundaries of the District as now or hereafter constituted shall be subject to assessments as hereinafter prescribed:

(a) An annual assessment may be levied by the Corporation from year to year and shall, upon being levied, be paid to the Corporation annually in advance by the respective owners. The Association may from year to year fix and determine the total amount required in its general fund and thereafter may levy and collect an annual assessment against each member's property in an amount not exceeding Thirty Dollars (\$30.00) per lot.

(b) The maximum annual assessment upon the property, within the boundaries of the District as aforesaid may be increased up to and by an amount not exceeding one hundred percent (100%) or twice the respective assessments which the Association may levy and collect from year to year (twice the Thirty Dollar (\$30.00) maximum annual assessment for each lot), provided that at a meeting of the members specially called for that purpose, prior to the date on which such assessments are levied for the year for which such increase is proposed, a two-thirds majority of the members present at such meeting may authorize such an increase by an affirmative vote therefor.

(c) Whenever the Board of Directors of the Corporation may deem it advisable to submit to the members a proposal for increasing the amount of annual assessment for a particular year over that of the immediately preceding year, it shall notify, in the manner hereinafter

provided, the voting members of the Corporation of the time and place at which the meeting is to be held and the fact that an increase in the amount of the annual assessment is to be voted upon at such meeting. No increase in the amount of the annual assessment may be made for more than one (1) year at a time.

(d) The first assessment shall be for the fiscal year beginning on January 1, 1981; and it shall be fixed and levied prior to January 1, 1981 and shall be payable on that date, and thereafter it shall be due and payable on January 1 of each year. The Board of Directors shall fix and levy the annual assessment subject to the limitations above. It will be the duty of the corporation to notify all owners on or before that date, giving the amount of the assessment on each tract of land owned by them, and the date when such assessment is due. Failure of the Corporation to levy the assessment prior to December 1 of any year, for the next succeeding fiscal year beginning on January 1, shall not invalidate any such assessment made for that particular year; nor shall failure to levy an assessment for any one year affect the right of the Corporation to do so for any subsequent year. When the assessment is made subsequent to December 31 of any year, then it shall become due and payable not later than thirty (30) days from the date of levying the assessment. Prior to the first assessment hereinabove provided for, if the Board of Directors shall deem it necessary for the purpose of carrying out the terms of these Articles of Incorporation, it shall have the right to make a partial assessment within the limits herein provided for and on a pro rata basis, for the period of time ending December 31, 1980. Thereafter all assessments shall be made annually as herein provided.

(e) In addition to the annual assessments authorized by the above paragraphs, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of deferring, in whole or in part, the cost of any construction or reconstruction, unexpected repair, maintenance or replacement of any roadways or entrances, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of members who are voting in person or by proxy present at a meeting duly called for this purpose, written notice of which

shall be sent to all members at least thirty (30) days in advance, setting forth the purpose of the meeting.

#### ARCHITECTURAL CONTROL COMMITTEE

Upon formation of the Association, a committee will be established to approve designs and construction as outlined in the Declaration of Restrictions. Until such time as the Committee is established, the Developer will function in this capacity.

#### L I A B I L I T I E S

Except for special assessments outlined in that section, the highest amount of any indebtedness or liability, direct or contingent, to which the Association may be subject at any one time shall not exceed one hundred percent (100%) of its income for the fiscal year plus any surplus it may have on hand from any previous assessments; nor shall said Association enter into any contract whatsoever binding the Association for assessments of any future year to pay for any such obligation and no such contract shall be valid or enforced against the Association. Notwithstanding such limitations, additional amounts may be authorized by the assent of two-thirds (2/3) of members entitled to vote who are voting in person or by proxy present at a meeting duly called for this purpose.

#### ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS

The Association shall notify all owners of land in the subdivision as it may exist from time to time, of the official address of such Association, and the names and addresses of all its officers; the place and time regular meetings of the Association shall be held; designate the place where payments shall be made, and any other business in connection with the Association may be transacted. Notices shall be given by United States Mail addressed to the last known address of the member or other person.

#### A M E N D M E N T

Amendment of this Declaration shall require the affirmative vote of two-thirds (2/3) of the voting membership, voting on such amendment

who are present at the annual meeting and shall be evidenced by a written agreement, duly executed and acknowledged by the officers of the Association and recorded in the Office of the Recorder of Deeds of St. Clair County, Missouri, at Osceola.

#### TEMPORARY TRUSTEE

Prior to the actual organization or incorporation of the Association contemplated by the terms of this Declaration, Developer shall have the right at its option to perform the duties, assume the obligations, levy and collect assessments, and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were herein given directly to the Developer. The Association contemplated by the terms of this Declaration shall not assume any of the rights herein provided for without the consent of the Developer and its relinquishment of its rights as temporary trustee.

#### CONFLICT OF LAWS

The Association shall at all times observe all state, county, city and other laws, and if at any time any of the provisions of this Declaration shall be found to be in conflict therewith, then such parts as are in conflict with such laws shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations, and provide such means and employ such agents as will enable it to adequately and properly carry out the purposes of this Declaration, subject, however, to the limitations of its right to contract as are herein provided for.

#### DEVELOPER TO DEED COMMON AREA

After the incorporation of the Association, the Developer shall convey the roadways to the Association by general warranty deed free and clear of all liens and encumbrances. No monetary consideration shall be paid to the Developer by the Association for such conveyance.

COVENANTS RUNNING WITH THE LAND

This declaration and all the provisions thereof shall be deemed to be covenants running with the land and shall be binding upon the Declarants and upon their heirs, grantees, executors, administrators and assigns, for a period of twenty-five years with automatic renewal for successive periods unless revoked as herein provided. This agreement may be terminated and all of the land now or hereafter affected may be released from all of the terms and provisions thereof by two-thirds of the owners of Lakeshore Estates Subdivision by an instrument duly executed and acknowledged and filed for record in the Office of the Recorder of Deeds.

*L. E. Wells*  
L. E. WELLS

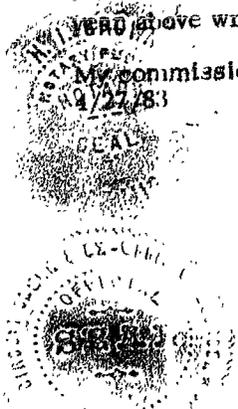
STATE OF MISSOURI     )  
                                  ) SS  
COUNTY OF JACKSON    )

I, the undersigned, H. I. Brown, a Notary Public, do hereby certify that on the 26th day of September, 1980, personally appeared before me, L. E. Wells, being first duly sworn by me, acknowledging that he signed as his free act and deed, the foregoing document entitled The Lakeshore Estates Homes Association Declaration in his capacity as owner and developer and declared that the statements therein contained are true, to his best knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and

date above written.

My commission expires



*H. I. Brown*  
Notary Public  
H. I. Brown

STATE OF MISSOURI     )  
COUNTY OF ST. CLAIR } SS  
                                  ) IN THE RECORDER'S OFFICE

I, James O. Naylor, Jr., Recorder of said County, do hereby certify that the within instrument of writing was at 3 o'clock and 30 minutes PM. on the 22nd day of December A. D. 19 80, duly filed for record in my office, and is recorded in the records of this office, in book 347 at page 545/554

In Witness Whereof, I have hereunto set my hand and affixed my official Seal of OSCEOLA this 22 day of Dec. A. D. 19 80  
By James O. Naylor, Jr. Circuit Clerk & Ex-Officio Recorder  
Deputy

\$21.00 pd L.W.



STATE OF MISSOURI, ST. CLAIR COUNTY  
PAT TERRY, RECORDER OF DEEDS

Book: 623 Page: 585-601

Reception #: 20200069

Recording Fee: \$72.00

Pages Recorded: 17

Date Recorded: 1/16/2020 10:25:32 AM

AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS AND COVENANTS  
OF LAKESHORE ESTATES  
As of November 15, 2019

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND COVENANTS OF LAKESHORE ESTATES (this "Restatement") is dated effective as of the 15th day of November, 2019, by the undersigned Owners (each, an "Owner" and collectively, "Owners") of the real estate subject to the Declaration (as defined herein).

WHEREAS, Owners are the Owners of at least a majority of the real property that is subject to that certain Declaration of Restrictions of Lakeshore Estates executed by L.E. Wells and Helen L. Wells, husband and wife, developer of the Lakeshore Estates Subdivision, on October 13, 1978, and recorded on October 13, 1978, in Book 335 at Page 120/126, with the Recorder of Deeds of St. Clair County, Missouri, as amended from time to time (the "Original Declaration"), such real property being legally described as follows, to wit:

A tract of land lying in portions of Sections 7 and 18, Township 38, Range 25, St. Clair County, Missouri, as shown on the following described Plats filed or recorded in the office of the Recorder of Deeds of St. Clair County, Missouri, at Osceola: Plat of Lakeshore Estates Subdivision filed October 13, 1978, in Plat Book 2 at Page 65; and Lakeshore Estates Subdivision Amended Plat Book "A" at Page 114.

WHEREAS, Section A of Article VI of the Original Declaration, as amended, provides that the Declaration may be amended by the Owners of a majority of the lots subject to the Declaration, evidenced by an instrument duly executed and acknowledged by such Owners and recorded in the office of the Recorder of Deeds of St. Clair County, Missouri; and

WHEREAS, Owners desire to amend and restate the Original Declaration.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owners hereby agree as follows:

I. DEFINITIONS OF TERMS USED. In addition to the terms defined in the preamble above, the following terms shall have the meanings ascribed to them below:

(A) The "Architectural Committee" hereinafter referred to shall be a committee formed by the board of directors of the Association in accordance with the provisions of the bylaws governing the Association for the purpose of, among other things, providing the approvals required to be provided by such committee pursuant to the terms of these Declarations.

(B) The "Association" hereinafter referred to shall have the definition given in Section A of Article II.

(C) The word "Declaration" shall mean this Amended and Restated Declaration of Restrictions and Covenants of Lakeshore Estates.

(D) The word "lot" shall mean any plot of land shown upon any recorded subdivision plat relating to the properties.

(E) The word "outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

(F) The word "properties" shall mean that certain real property described in this Declaration, and such additions thereto as may have previously been or hereafter be brought within the jurisdiction of the Association.

(G) The word "road" shall mean any Road, Street, Avenue, or Terrace of whatever name that is a part of the properties.

## II. ASSOCIATION.

(A) An association has been created and established and is known as The Lakeshore Estates Homes Association, Inc (the "Association"). The Association is incorporated under the laws of the State of Missouri as a nonprofit corporation and it shall be governed in accordance with its bylaws.

(B) Every person or entity who is now a record Owner of any lot shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

(C) Each member shall be entitled to cast one (1) vote regardless of the number of lots that such member owns; provided, however, that if any lot is owned by more than one member, the vote for such lot shall be exercised as such members shall determine among themselves. In no event shall more than one (1) vote be cast with respect to any one (1) lot.

## III. ASSESSMENTS; LIENS.

(A) For the purpose of providing a general fund to enable the Association to exercise the powers and perform the obligations herein provided for, all lots shall be subject to an annual

assessment which may be levied by the Association from year to year and shall be paid to the Association annually in advance by the respective Owners of each lot.

(B) The assessment provided for above shall become a lien on the real estate against which it is levied as soon as it is due and payable as determined by the Association. If any Owner fails to pay any annual assessment by the date it is due and payable as determined by the Association, then such Owner shall pay a late fee of \$25.00, and said assessment shall be delinquent and shall bear interest at a rate of ten percent (10%) compounded monthly.

(C) If it is necessary for the Association to hire an attorney to enforce payment by any Owner, by suit or otherwise, of any assessment, the Association shall be entitled to recover all reasonable costs of collection, including, without limitation, reasonable attorneys' fees and court costs, from such Owner, in addition to interest as provided above.

IV. USE OF LAND. Each lot shall be used only for a single-family dwelling, and only one residence or dwelling may be erected and maintained on each lot.

(A) No flat or apartment house, even if intended for residential purposes, may be erected on any lot.

(B) All improvements designed for occupancy by a single family shall not be more than two (2) stories, except that split-level construction shall be permitted.

(C) No part of any residence, barn or outbuilding may be erected or maintained nearer than fifty (50) feet to the property line of any lot. Any propane or liquid petroleum storage tanks shall be placed to the rear of and within the building house line of the residence to which such tank is appurtenant.

(D) No trailer, basement, tent, shack, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted. Notwithstanding the foregoing, an RV or permanent garage may be used as a dwelling during the construction of a permanent residence on a lot, but such may not be used as a dwelling at any time after the construction of the permanent residence is completed.

(E) All yards, both front and side, must be either sodded, sprigged or seeded within six (6) months after the construction of the permanent residence is completed.

(F) Animals, livestock or poultry may be raised, bred, kept or maintained upon any of the lots, but must be restrained in a pen or under fence.

(G) No buses, tractors, trucks, inoperative motor vehicles, trailers or campers shall be parked along streets or roadways overnight. No motorized vehicles may be operated on any undeveloped lot at any time without the permission of the Owner. Operators of all motorized vehicles, including motorcycles, ATVs, construction, trash, and delivery trucks, must abide by the speed limits posted and operated in a manner so as not to damage the roads.

(H) No trade or business of any kind or character, nor the practice of any profession, nor any building or structure designed or intended for any purpose connected with any trade,

business or profession, shall be permitted or maintained upon any lot, with the exception that nothing herein shall restrict the ability of an Owner or occupant to keep domestic animals or poultry.

**V. APPROVAL OF PLANS AND SPECIFICATIONS OF IMPROVEMENTS PERMITTED.**

(A) Before any structure shall be built, altered or placed on any lot, the construction plans and specifications and a plan showing location, elevation and landscaping of the structure shall be submitted to and have the written approval of the Architectural Committee as to quality and type of workmanship and materials, harmony of external design and existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Committee may give written permission to vary the location of residences to avoid unnecessary and unreasonable destruction of trees if, in the opinion of the Architectural Committee, the location and architectural design will not detract materially from the appearances and value of other lots.

(B) All plans, specifications and locations for construction of a swimming pool must be submitted in the manner set forth in paragraph (A) for the approval of the Architectural Committee prior to construction of such swimming pool.

(C) All residences shall be connected to septic tanks. The tank unit and all associated appurtenances must be located not less than 30 feet from the nearest property line, and at least 100 feet from any stream or watercourse. Septic tanks must have a minimum of 1,000-gallon liquid capacity below the invert. The lateral lines and drain fields shall be constructed to ensure a minimum soil depth of 50 inches and shall provide a minimum of 144 square feet of trench bottom per 100 gallons per day per person per day. Treatment facilities shall be contained on each lot and be maintained in such a manner that there will be no violations of any applicable state, federal or local laws, ordinances, rules and regulations, including, without limitation, the Missouri Clean Water Act and regulations promulgated by the St. Clair County Health Department. It shall be the responsibility of the Owner to obtain sewer system permits when required by the St. Clair County Health Department.

(D) No residence of one story shall be erected having a ground floor area less than 1,500 square feet, exclusive of porches, garages, and breezeways. Any dwelling with a basement garage must have 1,500 square feet on the main living area. All residences and other structures erected on any lot shall have roofs constructed of wood, tile, or similar materials, specifically approved in writing by the Architectural Committee. Existing Owners and existing undeveloped Owners will be "grandfathered" in, such that the restrictions applicable to the subject matter of this subsection at the time such Owners purchased their lot shall control.

(E) No lot may be sold unless the Owner gives at least 15 days' written notice of the terms of the proposed sale to the Owners of the two (2) lots adjoining on either side the lot to be sold. Either such adjoining Owner shall have the right to elect to purchase the lot to be sold on the same terms as provided for the proposed sale by giving notice thereof to the Owner of the lot to be sold no later than fifteen (15) days after receipt of the notice of the proposed sale. The purchase must be completed no later than fifteen (15) days after the selling Owner delivers a title report to the Owner exercising this option. If the purchase is not so completed, the selling Owner shall be

free to sell the lot to any purchaser. Each notice required or permitted by this Section shall be personally served if possible, but if any person entitled to receive a notice cannot be found at the lot owned by such person, notice shall be mailed to such person at his, her or its last known address. An affidavit of the person making service shall be sufficient evidence of such service to protect a purchaser from any attempt by an adjoining Owner to exercise the option granted hereunder later than fifteen (15) days after such service.

(F) Owners of one or more lots exceeding six (6) acres in area may subdivide such lot or lots into new lots of not less than three (3) acre dimensions. All such subdivided lots and any purchasers thereof shall be subject to all restrictions and covenants contained in this declaration of restrictions.

(G) Construction of primary dwellings must be complete and habitable within one (1) year of ground breaking.

(H) Construction of primary dwellings must be constructed on a poured concrete foundation, a concrete block on a concrete footing forming a crawl space, or a concrete slab on grade.

#### VI. SIGNS, BILLBOARDS AND MISCELLANEOUS PROVISIONS.

(A) The construction or placing of signs, billboards or advertising structures of any kind is prohibited, except that one sign advertising the sale of a lot is permitted as long as such sign does not exceed five (5) square feet in size.

(B) No trash, cans, bottles, or other refuse shall be thrown, dumped or deposited upon any portion of any lot or other land owned by or forming a part of the Association, upon any U.S. Game Preserve or on U.S. Government property that encompasses the Harry S. Truman Dam and Reservoir that adjoins certain lots. Each Owner or resident of each lot is encouraged to maintain an approved trash burner for the disposal of any accumulation of trash or other debris.

(C) Overnight on-road parking is prohibited. Parking over or obstructing roadways is prohibited. No junk car or inoperative vehicle may be kept on any lot other than inside a garage located on such lot.

(D) No person shall remove any item belonging to the Association from any premises owned or controlled by the Association without the express consent of the Association; nor shall any person deface any property belonging to the Association. The cost of any damage to Association property shall be the responsibility of the Member who caused or whose guests caused such damage.

#### VII. CONSTRUCTION, MAINTENANCE AND DEDICATION OF ROADS.

(A) The Association shall be responsible for maintaining all roads.

(B) Unless approved otherwise by the Association, any driveway cut connecting to any road within the Association shall have a culvert installed by the Owner in such a manner as to prevent washing away the roadway or accumulation of standing water. Each culvert shall be

maintained by the Owner of the lot on which the culvert is located such that the culvert remains sufficiently clean and unclogged that water is able to flow freely through it.

**VIII. DURATION AND ENFORCEMENT.**

(A) This Declaration runs with the land and shall be binding on all lots and on all parties claiming an interest in and to any lot until January 1, 2030, at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless the then Owners of a majority of the lots shall, before the expiration of said original terms, or any extension thereof, by an instrument executed, acknowledged and recorded in the office of the Recorder of Deeds for St. Clair County, Missouri, change or modify the same in whole or part.

(B) Each grantee or purchaser of any lot shall, by acceptance of a deed conveying title thereto or the executing of a contractor for the purchase thereof, accept such deed or contract subject to each and all of the provisions of this Declaration. By such acceptance, such grantee or purchaser shall for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent to and agree to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

(C) An Owner of any portion of any lot shall have the right to sue for and obtain an injunction, prohibitive or mandatory (i.e., a judicial order compelling a person to either take or not take a certain action), to prevent the breach of or to enforce the observance of this Declaration and any provision hereof, in addition to the ordinary legal action for damages. No failure or delay of the Owners of the lots to enforce any provision of this Declaration shall operate as a waiver of each Owner's right to do so at any time thereafter.

(D) Invalidation of any one or more the provisions, reservations, restrictions and covenants herein contained, and any amendments hereto, by court order or judgment, shall in no way affect any of the other provisions, reservations, restrictions and covenants herein contained.

(E) No member of the Architectural Committee, nor any of the signers of this Declaration, either individually or jointly, shall be subject to any action for damages or liable for damages for any action taken or refusal to act on behalf of the Association or the Architectural Committee, and all Owners, present and future, do hereby release and discharge such member or signer from all such liability.

(F) A violation of any provision hereof shall not be deemed to nor shall such violation cause a reversion or forfeiture of title.

[Remainder of page intentionally blank]





IN WITNESS WHEREOF, the undersigned Owner of real property that is subject to the Declaration has executed this Restatement as of the day and year first above written.

Mary A Cypret  
Name: Mary A Cypret  
Address: 3310 NE 2801st Rd  
Osceola Mo 64774

David A. Cypret  
Name: David A Cypret  
Address: 3310 NE 2801st Rd  
Osceola Mo 64774

**ACKNOWLEDGMENT**

STATE OF Missouri )  
COUNTY OF St Clair ) ss.

On this 12th day of December, 2019, before me personally appeared Mary and David Cypret (husband/wife), to me known to be the person(s) described in and who executed the foregoing Amended and Restated Declaration of Restrictions and Covenants of Lakeshore Estates, and acknowledged that he, she, it or they executed the same as his, her, its or their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

[Signature]

Notary Public

My Commission Expires:  
09/15/2021

CHRISTOPHER L. RUTTER  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Henry County  
My Commission Expires Sept. 15, 2021  
Commission # 13526495

IN WITNESS WHEREOF, the undersigned Owner of real property that is subject to the Declaration has executed this Restatement as of the day and year first above written.

[Signature]  
Name: JAMES D DORRELL  
Address: 2801 NE 351<sup>st</sup> PVT RD  
OSCEOLA MO  
64776

[Signature]  
Name: LISA R. DORRELL  
Address: 2801 NE 351<sup>st</sup> PVT RD  
OSCEOLA, MO 64776

**ACKNOWLEDGMENT**

STATE OF Missouri  
COUNTY OF St. Clair ss.

On this 14 day of November, 2019, before me personally appeared James + Lisa Dorrell, to me known to be the person(s) described in and who executed the foregoing Amended and Restated Declaration of Restrictions and Covenants of Lakeshore Estates, and acknowledged that he, she, it or they executed the same as his, her, its or their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

[Signature]  
Notary Public

My Commission Expires:  
Feb 5, 2022

LYNN J. MELVIN  
Notary Public-Notary Seal  
STATE OF MISSOURI  
St. Clair County  
My Commission Expires Feb. 5, 2022  
Commission #18291902



IN WITNESS WHEREOF, the undersigned Owner of real property that is subject to the Declaration has executed this Restatement as of the day and year first above written.

Beverly R. Boucher

Name: Beverly R. Boucher  
Address: 3975 NE 351 Private Rd  
Oscola, MO 64776

P.D. Hallett

Name: POINCK D. HALLET  
Address: 2975 NE 351 PRIVATE RD.  
OSCEOLA, MO. 64776

**ACKNOWLEDGMENT**

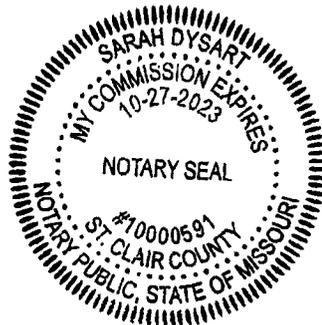
STATE OF MO)  
) ss.  
COUNTY OF St Clair)

On this 2nd day of December, 2019, before me personally appeared Beverly R Boucher, to me known to be the person(s) described in and who executed the foregoing Amended and Restated Declaration of Restrictions and Covenants of Lakeshore Estates, and acknowledged that he, she, it or they executed the same as his, her, its or their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Sarah Dysart  
Notary Public

My Commission Expires:  
10-27-23



IN WITNESS WHEREOF, the undersigned Owner of real property that is subject to the Declaration has executed this Restatement as of the day and year first above written.

Kelly W. Keister  
Name: Kelly W Keister  
Address: 3365 NE 351 Pst Rd  
Osceola, Mo 64976

Jill N. Keister  
Name: Jill N. Keister  
Address: 3305 NE 351 Pst Rd.  
Osceola, MO 64976

**ACKNOWLEDGMENT**

STATE OF Missouri  
COUNTY OF St. Clair ) ss.

On this 9 day of NOV, 2019, before me personally appeared Kelly & Jill Keister, to me known to be the person(s) described in and who executed the foregoing Amended and Restated Declaration of Restrictions and Covenants of Lakeshore Estates, and acknowledged that he, she, it or they executed the same as his, her, its or their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Lynn J. Melvin  
Notary Public

My Commission Expires:  
FEB 5, 2022

LYNN J. MELVIN  
Notary Public-Notary Seal  
STATE OF MISSOURI  
St. Clair County  
My Commission Expires Feb. 5, 2022  
Commission #18291902





IN WITNESS WHEREOF, the undersigned Owner of real property that is subject to the Declaration has executed this Restatement as of the day and year first above written.

Nancy Ward  
Name: Nancy Ward 483, 1/247  
Address: 605 SW Clinton  
OAK Grove, Mo 64075

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF Missouri  
COUNTY OF Jackson ) ss.

On this 10th day of November, 2019, before me personally appeared Nancy Ward, to me known to be the person(s) described in and who executed the foregoing Amended and Restated Declaration of Restrictions and Covenants of Lakeshore Estates, and acknowledged that he, she, it or they executed the same as his, her, its or their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Stacy McLaughlin  
Notary Public

My Commission Expires:  
03/12/2023



STACY MCLAUGHLIN  
My Commission Expires  
March 12, 2023  
Jackson County  
Commission #15633903

IN WITNESS WHEREOF, the undersigned Owner of real property that is subject to the Declaration has executed this Restatement as of the day and year first above written.

Name: Gary + Bev Whitmore  
Address: 3241 NE 351 Pvt. Rd.  
Osceola, MO 64776

Name: Beverly J. Whitmore  
Address: 3241 NE 351 PVT RD.  
OSCEOLA MO 64776

**ACKNOWLEDGMENT**

STATE OF MO )  
 ) ss.  
COUNTY OF ST. Clair

On this 3rd day of Dec, 2019, before me personally appeared Beverly Whitmore, to me known to be the person(s) described in and who executed the foregoing Amended and Restated Declaration of Restrictions and Covenants of Lakeshore Estates, and acknowledged that he, she, it or they executed the same as his, her, its or their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Connie Shelby  
Notary Public

My Commission Expires:  
9-15-23



CONNIE SHELBY  
My Commission Expires  
September 15, 2023  
St. Clair County  
Commission #15505342



STATE OF MISSOURI, ST. CLAIR COUNTY  
PAT TERRY, RECORDER OF DEEDS  
Book: 596 Page: 170-179

Reception #: 20151807  
Pages Recorded: 10

Recording Fee: \$51.00

Date Recorded: 11/3/2015 2:54:38 PM

*Pat Terry*  
*Heidi White - deputy*

COVER SHEET

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**TITLE OF DOCUMENT: AMDENDMENTS TO BY-LAWS OF THE  
LAKESHORE ESTATES HOMES ASSOCIATION, INC.**

**DATE OF DOCUMENT: OCTOBER 26<sup>TH</sup>, 2015**

**GRANTOR (S): LAKESHORE ESTATES HOMES ASSOCIATION**

**GRANTOR'S ADDRESS: P O BOX 57  
OSCEOLA, MISSOURI 64776**

**GRANTEE(S): PAT HOLLEY, PRESIDENT  
KELLY FLETCHER, VICE-PRESIDENT  
JUDITH STEPHENS, SECRETARY TREASURER**

**GRANTEES(S) ADDRESS: P O BOX 57  
OSCEOLA, MISSOURI 64776**

**FULL LEGAL DESCRIPTION IS LOCATED ON PAGE: 1**

BY-LAWS OF  
THE LAKESHORE ESTATES HOMES ASSOCIATION, INC.

The shareholders of this corporation, by virtue and authority of the Law of Missouri and the articles of Incorporation heretofore filed and approved at a meeting duly called and assembled, have adopted the following By-Laws for the government of the affairs of the corporation.

DEFINITIONS

The following words and terms, when used in these By-Laws, shall have the following meanings:

(a) The term "The Lakeshore Estates", as used herein, shall be deemed to mean that subdivision of land known as Lakeshore Estates, all as shown n the following described plats filed for record in the Office of the Recorder of Deeds of St. Clair County, Missouri, at Osceola:

A tract of land lying in portions of Sections 7 and 18, Township 38, Range 25, St. Clair County, Missouri, as shown on the following described Plats filed or record in the office of the Recorder of Deeds of St. Clair County, Missouri, at Osceola: Plat of Lakeshore Estates Subdivision filed October 13, 1978, in Plat Book 2 at Page 65; and Lakeshore Estates Subdivision Amended Plat Book "A" at Page 114.

(b) The term "Improved Property", as used herein, shall be deemed to mean a single tract, consisting of one or more contiguous lots or part thereof, under a single ownership and use and on which tract, one single-family-residence, is erected or is in the process of erection.

(c) The term "Landlord Property", as used herein, shall be deemed to mean a single tract, consisting of one or more contiguous parcels of land or lots, or parts thereof, under a single ownership and use and on which tract one single-family-residence, is erected or is in the process of erection.

(d) The term "Vacant and Unimproved Property", shall mean any land within the district which is not "Improved Property".

(e) The term "Public Places", as used herein, shall be deemed to mean all roads, intersections, medial strips, and other similar of the general public.

(f) The term "Owners", as used herein, shall mean those persons, partnerships, joint ventures, or corporations who may from time to time own land within the district.

(g) The term "Private Lanes", as used herein, shall be deemed to mean all undedicated streets and ways which are not public places as above defined.

(h) The term "Association", as used herein, shall mean and refer to The Lakeshore Estates Homes Association, Inc., a Missouri Not-For-Profit Corporation.

(i) The term "The Properties", as used herein, shall mean and refer to all such existing properties and additions thereto, as are subject to the Association and The Lakeshore Estates Homes Association Declarations.

(j) The term "Lot", as used herein, shall mean and refer to a numbered plat of land as shown on the Recorded Plats of the Lakeshore Estates Subdivision.

(k) The term "Dwelling", as used herein, shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(l) The term "Member", as used herein, shall mean and refer to every person or entity who is a record owner of a fee or an undivided fee interest in any lots as defined in The Lakeshore Estates Homes Association Declarations and the Articles of Incorporation of this Corporation or any tract of land which is subject by covenants of record to assessment by the Association.

### MEMBERSHIP

Every person or entity that is a record owner of a fee or undivided fee interest in any lot as defined in the Articles of Incorporation and The Lakeshore Estates Homes Association Declarations, which is subject by covenants of record to assessment by the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or other land which is subject to assessment by the Association. The Association shall be the sole judge of the qualifications of its members and of their rights to participate in its meetings and proceedings.

In case legal title to property is held by a corporation, the Board of Directors of said corporation or its president, or vice president, may designate in writing, some person to be a member of this Association, and any such member shall have the same rights and privileges as any other members.

No charges shall be made for the privilege of membership except as set forth in The Lakeshore Estates Homes Association Declaration and filed for record, in the Office of the Recorder of Deeds of St. Clair County, Missouri, at Osceola.

Membership rights, including the right to vote, or any other rights, that may from time to time be provided members, are automatically suspended for non-payment of assessments, fees and charges. Membership shall be non-transferable except on transfer of legal title to property within the District. A new owner is required to give proof of ownership for transfer of membership to the Board of Directors.

### VOTING RIGHTS

The Association shall have one (1) class of voting membership which shall be composed of all owners of any single-family residential lot or lots as defined in the heretofore identification Declaration. Voting members shall be entitled to one (1) vote, regardless of the number of lots owned. When more than one (1) person holds such interest in any lot or lots, all such persons shall be members, but the vote for such lots shall be exercised as they among themselves determined and in no event shall more than one (1) vote be case with respect to any lot, no matter how many lots make up the membership.

A residence owner of multiple lots, adjoining or not, shall be assessed for each lot owned, and shall have only one (1) voting right.

Voting may be in person or by a proxy, provided, however, that no proxy may exceed eleven (11) months duration.

### DIRECTORS

The property and business of this Corporation shall be managed by its Board of Directors, five (5) in number, who shall be voting members of the Association, three (3) of whom shall constitute a quorum for the transaction of business. They shall be elected at the annual meeting of the shareholders, and each Director shall be elected to serve until his successor shall be elected and qualified. At each annual meeting there shall be elected the number of Directors required to fill the vacancies of the retiring Directors.

Vacancies of the Board of Directors caused by resignation, death, or removal from the land herein described, shall be filled by the remaining Directors when assembled as a Board. Such appointee shall hold office until the expiration of the term of the Director whose place he has taken.

REMOVAL OF DIRECTORS

Any one or more members of the Board of Directors may be removed by the members at a Special Meeting of the members called for said purpose, and sixty (60) days written notice of the time, place and purpose of such meeting shall be given to all members. Directors may be removed at such meeting only by affirmative vote of two-thirds (2/3) of the voting members present at such meeting, and a quorum for such meeting shall be sixty (60%) percent of the total membership present.

Any member of the Board of Directors, who shall absent himself from three (3) consecutive meeting of such Board, without acceptable excuse as determined by a majority of said Board, shall be deemed to have automatically resigned from such Board and cease to be a member thereof effective from and after said third (3<sup>rd</sup>) meeting.

COMPENSATION OF DIRECTORS

Directors, as such, shall not receive any stated salary for their service, but by resolution of the Board, nothing herein contained, shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefore.

POWERS AND DUTIES OF THE DIRECTORS

SECTION 1. The Directors shall conduct, manage and control the affairs and business of the Association, and shall make all necessary rules and regulations, not inconsistent with the laws of the State of Missouri, for guidance of officers and management of the affairs of the Association and the Home Association Declaration. They shall cause to be kept a complete record of all their minutes and acts and of the proceedings of the members, and they shall present a complete statement at the regular meeting of the members, showing in detail the assets and liabilities of the Association, and the condition in the assets and liabilities of the Association, and the condition in general of its affairs. They shall appoint and remove at will all agents, servants and employees of the Association, prescribe their duties, fix their compensation if any, and require from them security for faithful service, wherever they shall deem necessary; the Directors shall exercise such other powers and duties as may be set forth in these By-Laws.

SECTION 2. They shall prescribe rules and regulations and such membership or initiation fees and charges and such annual fees and charges as may be deemed necessary for the use of Corporation facilities by members and their guests, and delegate to officers or employees the power to enforce rules and regulations, or to suspend any member for violation of such.

SECTION 3. To establish from time to time, committees of the members and fix their duties and responsibilities. The chairman and members of such committees shall be appointed by the President with consent of the Board, and shall serve at the pleasure of the president until the annual meeting next after their respective appointments.

### OFFICERS

SECTION 1. The officers of the Association shall be a President, Vice-President, Secretary and Treasurer, which officers shall be elected by and hold office at the will of the Directors. The tenure of all officers of the Association, other than Directors, shall be determined by the Board of Directors. The President, Vice-President, Secretary and Treasurer, must be Directors; the office of Secretary and Treasurer may be held by the same person.

SECTION 2. The President shall preside over all meetings of the members and Directors; shall sign all instruments of writing to be executed by the association, and as he may be directed by the Board of Directors, he shall perform such other duties as are usually performed by the chief executive officer of an association, or as may be conferred upon him by the Board of Directors, but his authority shall at all times be subject to the control and direction of the Board of Directors.

SECTION 3. It shall be the duty of the Secretary to keep a record of the proceedings of the Board of Directors and of the members. He shall keep the corporate seal and records of the Association. He shall keep a record of ownership of all lots in The Lakeshore Estates and transfers thereof. He shall serve all notices required either by law or by the By-Laws of the Association, but in case of his absence, inability, refusal or failure to do so, then such notices may be served by any person so directed by the President or Vice-President of the Association.

SECTION 4. The Treasurer shall receive and deposit in such bank or banks as the Board of Directors may direct, all funds of the Association, subject to the check of such officers as the Board of Directors shall designate. A mandatory annual audit of Association funds shall be made.

SECTION 5. The Vice-President shall have all the powers and perform all the duties of the President in case of the absence from the county, death, or inability of the President to serve.

SECTION 6. The President and Vice-President shall not receive any salary or compensation for their service.

MEETING

SECTION 1. The annual meeting of the members of the Association for the election of the Directors and for the transaction of such other business as may come before the meeting, shall be held in the Osceola, Missouri, area, each year at such place and date as the Board of Directors shall direct. Such meeting shall be called in writing, mailed at least ten (10) days prior to, but not more than thirty (30) days before the date of the meeting, to each member at his last known place of residence or business, unless this address shall be changed and a different address be given by such member to the Secretary of the Association, in which case such notice shall be sent to the address given.

SECTION 2. Emergency meetings of the members, (excluding meetings for the purpose of increasing assessments) shall be called in like manner after five (5) days notice, but the call for any such Emergency Meeting shall designate the purpose of the Meeting.

SECTION 3. The President shall call a special meeting of property owners at such appropriate time and place, upon receipt of the petition of fifteen (15) or more members stating the purpose of such meeting.

SECTION 4. (a) At any meeting of the voting members, fifteen (15%) percent of the voting members shall constitute a quorum for the transaction of business and it will be necessary for a majority of the quorum to vote for any Director, resolution or proposition before the same may be declared or adopted, except as otherwise provided for in the By-Laws, or the Declaration herein above mentions.

(b) No matter affecting the definition and rights, or either, of voting members, shall be adopted unless the substance thereof shall be included in the notice of a meeting mailed to all voting members at their last known address; unless there shall be cast in favor thereof a majority of the votes of voting members present and voting thereon.

SECTION 5. If, for want of a quorum or other cause, annual members meeting shall not be held on the day above named, or should the members fail to complete an election of Directors, or such other business as may be presented for their consideration, those present may adjourn from day to day until the same can be accomplished.

SECTION 6. Regular meetings of the Board of Directors shall be held at such time as may be provided by the Board of Directors by resolution. No notice of the regular meeting of the Board of Directors need be given.

SECTION 7. The President, or any two of the Directors, may call a special meeting of the Directors at any time notice shall be given of such called meeting by depositing in the United States Post Office, a written or printed notice thereof, with the postage thereon prepaid, addresses to each Director at the last address left with the Secretary, at least three (3) days before the time of the meeting, or by serving personally such notice to each Director one (1) day before the meeting.

SECTION 8. Notices specified in this Article for members need to be given only to member appearing as such on the books of the Association.

### VOTING

At all corporate meetings, each voting member may vote either in person or by proxy. All proxies shall be in writing and filed with the Secretary. No Directors, however, shall be permitted to vote at any meeting of the Directors unless he is present in person to cast his vote. In all proceedings of the Directors' meetings, each Director shall have one (1) vote. All votes shall be by ballot.

### GENERAL FUNDS

SECTION 1. Funds to enable the Association to perform its duties and responsibilities, shall be provided by assessments against the membership pursuant to the terms of the Homes Association Declaration and recorded in the Office of the Recorder of Deeds of St. Clair County, Missouri, at Osceola. This assessment shall be fixed by the Board of Directors, according to the needs of the Association, up to the maximum of \$100.00 per property per annum. If an increase is proposed, according to the Homes Association Declaration, a notice shall be mailed to each member stating the specific reason for the special meeting. This notice shall be placed in the mail at least ten (10) days prior to, but not more than thirty (30) days before the date of the meeting, and shall provide a ballot for voting for or against the increase. If unable to attend the meeting for the purpose of voting, this ballot may be marked and filed with the Secretary of the organization before the special meeting. This increase may be vote for only one (1) year at a time, and automatically reverts to the \$100.00 maximum per year.

SECTION 2. The Treasurer of the Association shall maintain such records of the assessments and the payment of such assessments and delinquencies therein, and shall prepare and send delinquency notices, subject to the approval of the Board of Directors. **The penalty for delinquencies shall include a late fee of \$25.00 which will be added after June 1<sup>st</sup>, plus an additional ten percent (10%) compounded monthly thereafter, until paid in full. Fees are due by April 1<sup>st</sup>.**

### AMENDMENTS TO BY-LAWS

These By-Law maybe repealed or amended, or new By-Laws may be adopted at any meeting of the voting members, by vote of two-thirds (2/3) majority of voting members of the Association present at such meeting.

### RESTRICTIONS

SECTION 1. No on-road parking overnight. No parking over, or obstruction of roadways. Junk cars or inoperative vehicles of any kind, are to be kept in owner's garage.

SECTION 2. Damages and Guest: No person shall take from any premises owned or controlled by the Corporation or Association, any article belonging to the Corporation or Association, except by due authority, nor shall any person mutilate or deface any property belonging to the Corporation or Association, and all damages to Corporation property shall be paid for by the member who caused same or whose guest caused same.

### DELEGATION OF DUTIES

In the absence of any officer of the Corporation or for any other reason which the Board considers sufficient, the Board may delegate the powers or duties of such officer, provided a majority of the entire Board concur therein.

### LIQUIDATION

In the event that the Corporation shall be liquidated in the manner provided by law, voting members shall be entitled to receive in equal shares, pro rate, of all the proceeds of liquidation.

### MISCELLANEOUS

SECTION 1. Property. The title to all property, of whatever nature, belonging to the Association, shall be held in the name of The Lakeshore Estates Homes Association, a non-profit corporation, duly organized and existing under the laws of the State of Missouri.

SECTION 2. Indemnification of Officers. Each person who acts as a Director or Officer of the Corporation, shall be indemnified and held harmless by the Corporation for and from any expenses actually and necessarily paid or incurred by him in connection with the defense of any action, suit or proceeding to which he is made a party and which arises out of, or in connection with, his being or having been such a Director or Officer. Also, for and from any sums reasonable, paid or incurred by him in compromise or settlement of any claim which is the subject of any such action, suit, or proceeding; except as to such claims, actions, suits or proceedings arising out of gross negligence or willful misconduct of such Director or Officer.

SECTION 3. Definitions. Each pronoun used in these By-Laws in the masculine form shall include the feminine, and the singular shall include the plural. Any definition of any noun or verb shall apply to all of its forms.

All affairs of this Corporation shall be conducted to comply with The Lakeshore Estates Homes Association Declaration and filed for record.

Approved by:

*PD Holley*  
President

*Henry A*  
Vice-President

*Judith Stephens*  
Secretary/Treasurer

Notary

STATE OF MISSOURI  
COUNTY OF ST. CLAIR

SUBSCRIBED AND SWORN TO ME, A  
NOTARY PUBLIC FOR THE ABOVE  
STATE AND COUNTY THIS 3<sup>rd</sup> DAY  
DAY OF November, ~~2011~~ 2015

*Amira S. K. Siddiq-Gerry*  
My Commission expires:  
June 4, 2016

AMIRA S. K. SIDDIQ GERRY  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Clair County  
My Commission Expires June 4, 2016  
Commission #12350115

This Indenture, Made on the 19th day of December A. D., One Thousand Nine Hundred and Eighty by and between Leland E. Wells, a single person

of the County of Jackson, State of Missouri, part Y of the first part and Corporation  
The Lakeshore Estates Homes Association, Inc. a Missouri, not-for-profit of the County of

Jackson, State of Missouri part Y of the second part  
Registered Office c/o Lee E. Wells  
(Mailing address of said first named grantee is 2100 Bryant Building, 1102 Grand, Kansas City, MO.)

Witnesseth: That said part Y of the first part, in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS DOLLARS

to be paid by the said part Y of the second part (the receipt of which is hereby acknowledged,) do es by these presents, Remise, Release and forever Quit-Claim unto the said part Y of the second part the following described lots, tracts or parcels of land, lying, being and situate in the County of St. Clair and state of Missouri to-wit:

All of my right, title and interest to the roadways denominated as Cherokee Road, Seminole Drive and Osage Lane, as they appear on the original recorded plat of Lakeshore Estates Subdivision, located in a Portion of Sections Seven (7) and Eighteen (18), Township 38 N, Range 2 S W, as recorded in Plat Book Two (2) at page 65 and as recorded in Amended Plat, recorded in Plat Book One (1), Page 114 in Recorders Office St. Clair County, subject to restrictions, reservations or easements of record.

~~This Deed of Quit Claim being made in release of and satisfaction for a certain Deed dated the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, recorded in the Recorder's Office within and for the County of \_\_\_\_\_ aforesaid, in Deed Book \_\_\_\_\_ at page \_\_\_\_\_ which said Deed of \_\_\_\_\_ was executed by \_\_\_\_\_~~

to secure the payment of a \_\_\_\_\_ described therein, which said \_\_\_\_\_ is now held and owned by the said \_\_\_\_\_ Grantor herein. To Have and to Hold the Same, with all the rights, immunities, privileges and appurtenances thereto belonging unto said part Y of the second part and unto its heirs, and assigns forever, so that neither the said part Y of the first part nor his heirs, nor any other person or persons for him or in his name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred. In Witness Whereof, The said part Y of the first part ha S hereunto set his hand and seal \_\_\_\_\_ the day and year above written.

Signed, sealed and delivered in presence of \_\_\_\_\_  
\_\_\_\_\_ (SEAL)  
Leland E. Wells, a single person  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)

MISSOURI ACKNOWLEDGMENT—UNMARRIED PERSON

STATE OF MISSOURI }
COUNTY OF JACKSON } ss. On this 19th day of December, 19 80

before me, Lee E. Wells a Notary Public, personally appeared

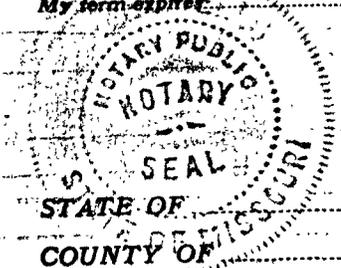
Leland E. Wells, a single person

to me known to be the person described in and who executed the foregoing instrument and acknowledges that he executed the same as his free act and deed. And the said Leland E. Wells further declares himself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Jackson the day and year last above written.

LEE E. WELLS
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires Jan. 29, 1983
My term expires 19

[Signature of Lee E. Wells]
Notary Public in and for said County and State.



MISSOURI ACKNOWLEDGMENT—MAN AND WIFE

STATE OF MISSOURI }
COUNTY OF JACKSON } ss. On this ... day of ... 19...

before me, ... a Notary Public, personally appeared

his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in ... the day and year last above written.

My term expires ... 19

Notary Public in and for said County and State

Quit-Claim Deed
FROM Leland E. Wells TO The Lakeshore Estates Homes Association
Filed for record this ... day of ... A.D., 19 ... at ... o'clock, ... minutes, ... M.
Recorded in Book ... at Page ...
By ... Recorder. Deputy.
Recorder's Fee, \$ ...

STATE OF Missouri }
COUNTY OF St. Clair } ss.

IN THE RECORDER'S OFFICE

I, James O. Naylor, Jr., Recorder of said County, do hereby certify that the within instrument of writing was, at 3 o'clock and 45 minutes P.M., on the 22nd day of December A.D., 19 80, duly filed for record in my office, and is recorded in the records of this office, in book 347, at page 555/556

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Osceola, Missouri this 22nd day of December A. D., 19 80

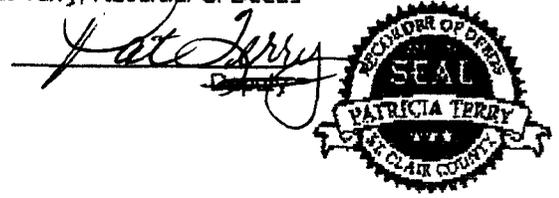
James O. Naylor, Jr. Recorder.

[Signature of Judy C. Gaylord]
Judy C. Gaylord

\$6.00 pd. L.E.W.



No. 20093717 Book 557 Page 1191  
State of Missouri, St. Clair County  
Recorded in Book 557 Page(s): 1191 - 1194  
Aug 28, 2009 2:51 PM Fees \$33.00  
Pat Terry, Recorder of Deeds



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Title(s) of Document: AMENDMENTS TO DECLARATION OF RESTRICTIONS,  
LAKESHORE ESTATES

Date of Document: June 27, 2009

Grantor(s): LAKESHORE ESTATES HOMEOWNERS ASSOCIATION

Grantors Address: P O Box 57

Osceola, Missouri 64776

LEGAL DESCRIPTION OF DOCUMENT TO BE AMENDED:

DECLARATION OF RESTRICTIONS  
LAKESHORE ESTATES

Made on October 13, 1978, by L.E. Wells D/B/A Lakeshore Estates. Recorded plat on file and recorded in book 2 at page 65 in the office of the recorder of deeds for St. Clair County, Missouri, at Osceola.

Approved by:

Notary

President

*Frank D. Hulley*

Vice-President

*Mary C. Cook*

Secretary/Treasurer

*Helen J. Gudwell*

STATE OF MISSOURI  
COUNTY OF ST. CLAIR

SUBSCRIBED AND SWORN TO ME, A NOTARY  
PUBLIC FOR THE ABOVE STATE AND COUNTY  
THIS 28 DAY OF August, 2009

*Patsy R. Willis*

PATSY R. WILLIS  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
ST. CLAIR COUNTY  
MY COMMISSION EXPIRES JUNE 30, 2010  
COMMISSION # 06431909

AMENDMENTS TO DECLARATION OF RESTRICTIONS,  
LAKESHORE ESTATES

Section III, paragraph C – Approval of Plans and Specifications of Improvements.  
Add:

It shall be the responsibility of the lot owner to obtain sewer system permits when required by the County Health Department.

Section III, paragraph D

No residence of one story shall be erected having a ground floor area of less than 1500 square feet, which shall be exclusive of porches, garages, and breezeways. Any dwelling with a basement garage must have 1500 square feet on the main living area. All residences and other structures erected on the lots hereby restricted shall have roofs constructed of wood, tile, or similar materials, specifically approved in writing by the architectural committee.

Section III, paragraph E

Eliminate paragraph E.

Section III, Add paragraph H

Construction of primary dwellings must be completed and habitable within one year of ground breaking.

Section III, Add paragraph J

Construction of primary dwellings must be constructed on a poured concrete foundation, concrete block on a concrete footing forming a crawl space, or a concrete slab on grade.

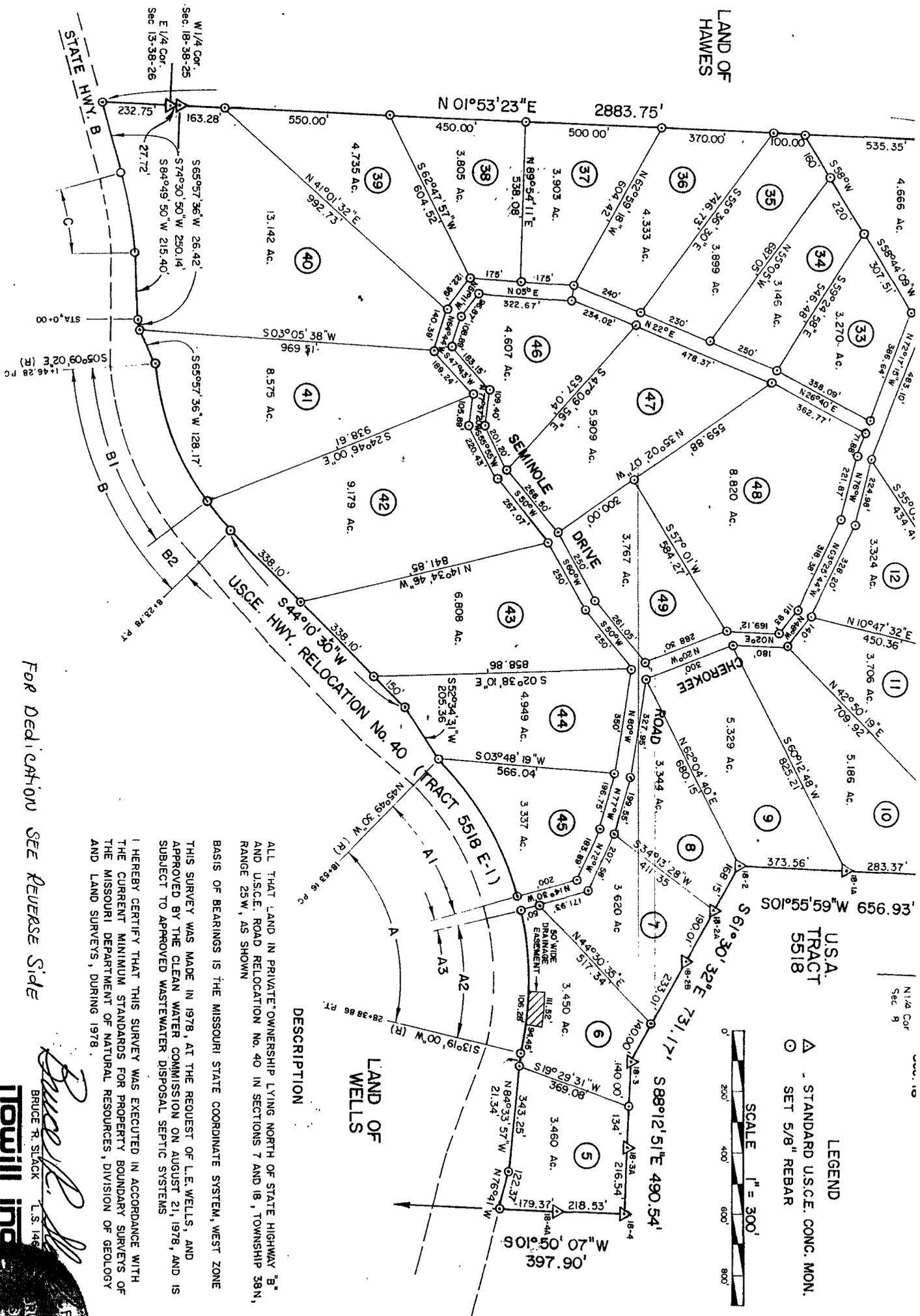
Section IV, paragraph A – Signs, Billboards, and Miscellaneous provisions.

The construction or placing of signs, billboards, or advertising structures of any kind is prohibited, except that one sign advertising the sale of property is permitted, providing it does not exceed 5 square feet in size.

Section V, paragraph A – Construction, maintenance and Dedication of Roads.

The maintenance of the roads in Lakeshore Estates is the responsibility of Lakeshore Estates Homes Association.





U.S.A.  
TRACT  
5518

LEGEND

▲ STANDARD USCE. CONC. MON.  
○ SET 5/8" REBAR



**DESCRIPTION**

ALL THAT LAND IN PRIVATE OWNERSHIP LYING NORTH OF STATE HIGHWAY "B" AND USCE. ROAD RELOCATION No. 40 IN SECTIONS 7 AND 18, TOWNSHIP 38N, RANGE 25W, AS SHOWN

THIS SURVEY WAS MADE IN 1978, AT THE REQUEST OF L.E. WELLS, AND APPROVED BY THE CLEAN WATER COMMISSION ON AUGUST 21, 1978, AND IS SUBJECT TO APPROVED WASTEWATER DISPOSAL SEPTIC SYSTEMS

I HEREBY CERTIFY THAT THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, DIVISION OF GEOLOGY AND LAND SURVEYS, DURING 1978.

For Dedication SEE REVERSE Side

*Bruce R. Slack*  
BRUCE R. SLACK L.S. 146

**Towill inc**

P.O. BOX 187  
CLINTON MISSOURI 68735  
PHONE 816-885-6136

