

## DECLATORY STATEMENT OF COVENANTS TO RUN WITH LAND

*The undersigned, Leisure Lake Association Inc., authorized to do business in Missouri, which is the fee simple owner of certain real property situated in units I, II, III, IV in Sections 4, 5, 8 and 9 in Township 61, Range 25, Grundy County, Missouri a part of which real property is now platted as "LEISURE LAKE ASSOCIATION SUB-DIVISION", of Grundy County, Missouri and plats of which may subsequently be recorded from time to time in the office of Recorder of Deeds for Grundy County, Missouri, hereby makes the following Declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting said sub-division may be put, hereby specifying that said Declaration shall constitute covenants to run with the land as shall be shown and disclosed on the respective plats as filed, as provided by law, and shall be binding on all platted properties (except as to those areas which may be specifically exempted from the application hereof by appropriate notation of any such plat) and shall be binding on all persons claiming under the undersigned and for the benefit of and limitation upon all future lot owners in said sub-division. The declaration of restriction is designated for the purpose of keeping said subdivision desirable, uniform and in suitable esthetic practical and architectural design and use as herein specified.*

## COVENANTS AND RESTRICTIONS

*These Covenants and Restrictions are regulations filed with the State of Missouri and shall be part of each deed of this subdivision upon voluntary acceptance. They cannot be changed except by a vote of the Board Members and must be approved by a vote of at least 8 of 11.*

*In the following Covenants and Restrictions wherever the term "ASSOCIATION" shall appear it shall be deemed and construed to mean and include "Leisure Lake Association", its successors and assigns; and whenever the Term "PURCHASER" shall appear or be used herein, it shall be deemed and construed to mean and include all "Purchasers" and their respective heirs, legal representatives, administrators, executors and assigns; and whenever singular or masculine pronouns are used herein, they shall be construed to mean and include plural and feminine or neuter gender pronouns, as the situation shall be.*

*The ASSOCIATION may, from time to time, assign to Leisure Lake Association one or more or all of the rights, privileges, duties and obligations it holds pursuant to and under the terms of the following Covenants and Restrictions, and upon assignment thereof, said Leisure Lake Association shall thereupon be authorized, empowered and obligated to exercise such rights, privileges, duties and obligations as are respectively herein vested in ASSOCIATION.*

*The following restrictive covenants and conditions shall be applicable to and binding upon the lots or parcels of land shown on plats of Leisure Lake Association recorded upon acceptance by PURCHASER or to be recorded in the Recorder's Office of Grundy County, Missouri, except that the ASSOCIATION may from time to time set aside certain unplatted areas for special usage or future development, which areas may contain special restrictions and/or covenants.*

## UTILITIES COVENANT

*The PURCHASER understands that at the present time sewage disposal is by means of individual disposal units, and as a partial consideration for the conveyance of the property mentioned of the face of this agreement, the PURCHASER specifically agrees to install on his property only such sewage disposal units as are approved by the ASSOCIATION, and/or authorized state or local governmental officials, and further agrees that after installation, the unit shall be kept in good and satisfactory operating condition and shall be subject to periodic inspection by the ASSOCIATION.*

## MEMBERSHIP COVENANT

*The PURCHASER, inconsideration of these presents and of the like agreements and covenants by other Purchasers and Lot Owners, covenants and agrees to maintain his membership in good standing as long as he owns the above described premises and agrees to abide by the By-Law of Leisure Lake Association and further agrees to pay to said Association an annual charge payable on or before the thirty-first day of December of the year following the date of this Contract, and a like sum on the thirty-first day of December of each succeeding year so long as he shall own property in Leisure Lake Subdivision. Annual payments are a reasonable, necessary and proportionate charge for the maintenance, upkeep and operation of various areas and facilities by the Leisure Lake Association, regardless of whether or not the privilege of using such areas or facilities is exercised. This covenant concerning said real estate and the enjoyment, use and benefit thereof, shall be deemed to run with the land and the non-payment of the annual charges shall after, the respective due dates, become a lien thereon in favor of said Leisure Lake Association and shall be enforceable by said Association. PURCHASER further covenants to be bound by the Rules and Regulations of the ASSOCIATION as set by the Board of Directors.*

## RESTRICTIONS

- 1. The lots shall be used exclusively for residential purposes, except those lots designated as business, commercial, or "special use" areas on the plats aforementioned. No lots may be subdivided.*
- 2. All new construction must conform to the most recent International Residential Building code.*
- 3. Not more than one single family dwelling house may be erected or constructed on any one lot. No building shall be constructed or erected on said lots unless built of solid or permanent material. No unpainted exterior other than brick shall be permitted without permission.*
- 4. All buildings must have a minimum of five hundred seventy six square feet of living space. Eight by sixteen footings to be at least thirty inches below grade and on solid ground. Piers with flared footings not over five feet on center and made of concrete or commercial blocks. No porch or projection of any building shall extend nearer than 10 feet from front lot line, nor closer than five feet from back or side of lot lines, except lake front lots where boat houses and docks shall be permitted at water edge with approval of Building Committee.*
- 5. No outside toilets shall be allowed. No waste shall be permitted to enter Leisure Lake and all sanitary arrangements must be inspected and approved by local and/or state health officers. Sanitary systems must be a minimum one thousand gallon capacity and a minimum of one hundred feet of laterals. Lake front lots must have at least one hundred fifty feet of laterals. Dry well or sand trap required.*
- 6. No noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood and ASSOCIATION shall determine what constitutes noxious or offensive activity and said determination, shall be complete and final. No animals or fowl shall be kept or maintained on said lots except customary household pets in reasonable numbers.*
- 7. No boat docks, floats of other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of ASSOCIATION. Use of the lake is limited to members of Leisure Lake Association, and such use shall be in compliance with the rules and regulations of said Association. ASSOCIATION shall have the use of the lake for its corporate purposes.*
- 8. ASSOCIATION, for itself and licensees, reserves a perpetual easement within 5 feet of the rear line and side lines of all lots in this subdivision for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones, water mains, sanitary and storm sewers, and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with rights of ingress and egress from across said premises to employees of said utilities. Said easements to also extend along any owner's side and rear property lines in case of fractional lots. It is understood and agreed that it shall not be considered a violation of the provision of easements if wires and cables carried by such pole lines pass over some portion of the said lots not within the five foot wide strip as long as such lines do not hinder the construction of buildings on any lots in subdivision. The owners of lots within the subdivision shall have no cause of action against ASSOCIATION, or its licensee either at law or in equity by reason of any damage caused said lots in the installation, operation or maintenance of above mention utilities except in cases of gross negligence.*

9. *These restrictions and covenants run with the land, and shall bind the PURCHASERS, their heirs, executors, administrators, personal representatives and assigns, and if any of them shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person(s) or corporation(s) owning any such lots in the sub-division to prosecute any proceedings at law or in equity against those violating or attempting to violate any such covenants or restrictions and either to prevent him, them or it from doing so or to recover damages for such violation. All of the restrictions, conditions, covenants and agreements contained herein shall continue, except that they may be changed, altered, amended or revoked by a vote of 8/11 of the board members so agreed in writing. Provided, however, that no changes shall be made which might violate the purposed set forth in Restrictions. Any invalidation of any one of these covenants and restrictions shall in no way affect any other of the provision thereof shall thereafter remain in full force and effect.*
10. *Should Leisure Lake Association, Inc. cease to exist, all covenants and restrictions will be null and void.*

*This declaratory statement of uses, limitations, restrictions and covenants to run with the land is hereby so declared and executed this 1st day of January, 2014.*

Corporate Seal

LEISURE LAKE ASSOCIATION

ATTEST:

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*Letitia Hursh, Secretary*

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*By: Rose Welsh, President*

STATE OF MISSOURI    )

) SS.

COUNTY OF GRUNDY    )

*On this 12th day of August, 2014, before me appeared Rose Welsh, to me personally known, who, being by me duly sworn, did say that she is the President of Leisure Lake Association, a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation by authority of its Board of Directors and said Rose Welsh acknowledged said instrument to be the free act and deed of said Corporation.*

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

*My commission expires:*

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*Notary Public*

(Seal)