

## STATEMENT OF COVENANTS TO RUN WITH LAND

*Revised*

*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 sub-division desirable, uniform and in suitable esthetic practical and architectural design and use as herein specified.*

### COVENANTS AND RESTICTIONS

*These Covenants and Restrictions are regulations filed with Grundy County, in the state of Missouri and shall be part of each deed of this subdivision upon voluntary acceptance.*

*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" or "OWNERS" shall appear or be used herein, it shall be deemed and construed to mean and include all "Purchasers and/or Owners" of record of real estate within LEISURE LAKE ASSOCIATION SUB-DIVISION 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.*

*WHEREAS, according to its terms, the Previous Declaration may be changed, amended or revoked in whole or in part by a vote of at least two-thirds of the record owners of lots within the Subdivision; and*

*WHEREAS, this Declaration was presented by the directors of the Association to the record owners of lots within the Sub-division for a 90 day period of review and comment; and*

*WHEREAS, this Declaration received the approval of at least 2/3 of the record owners of lots within the Sub-division, such approvals, and copies of such approvals, being maintained at the primary business office of the Association.*

*NOW, THEREFORE, BE IT KNOWN, 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. Sewage disposal units or systems which are installed within the Sub-division must be approved by the applicable governmental agencies or bodies, including, but not necessarily limited to, Missouri's Department of Natural Resources or its successor and such other authorities as deemed necessary and appropriate by the Association. Once such systems are established or installed, they shall be kept in good and satisfactory operating condition and shall be subject to periodic inspection as directed by the Association and/or the aforementioned authorities.*

## MEMBERSHIP COVENANT

*The PURCHASER, in consideration 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-Laws of Leisure Lake Association and further agrees to pay to said Association an annual charge of \$225.00 for each first lot and \$92.00 for each additional lot (rate as of membership year 2026) owned by PURCHASER, 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 owned by the Leisure Lake Association, regardless of whether or not the privilege of using such areas or facilities is exercised. The above charge may be increased once per fiscal year by Board approval, providing increase does not exceed the previous calendar year Consumer Price Index published inflation rate plus 1%. Any annual increase greater than this amount must be approved by a majority vote of the owners of the lots as provided herein. Special purpose Assessments must also be approved by a majority vote of the Owners and have a stated beginning and end date. 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, may become a lien thereon in favor of said Leisure Lake Association and shall be enforceable by said Association. All unpaid assessments shall bear interest at the rate of 10% per annum after their due date. The membership of the Association may, from time to time, amend its By-Laws, provided that no amendment shall be permitted which expressly: (i) contravenes the terms and conditions of this Declaration. In all instances when any of the Association's Articles, By-Laws, Rules, or Regulations conflict with this Declaration. In all instances when any of the Association's Articles, By-Laws, Rules or Regulations conflict with this Declaration, then this Declaration shall control. PURCHASER further covenants to be bound by the By-Laws, Rules and Regulations of the ASSOCIATION with the understanding that the ASSOCIATION shall enforce the By-Laws, Rules and Regulations equally on all owners. Notice to any owner shall be sufficient if placed in the U.S. Mail, postage prepaid and addressed to an owner at his address as maintained at the office of the Association or an address found in the Grundy County (MO) Recorder of Deeds office or Collector's office. Notice shall be deemed delivered on the fifth business day after mailing.*

## RESTRICTIONS

1. **PRIVATE RESIDENT** No building shall be erected or maintained on any lot in Leisure Lake other than a private residence , or a private garage, for the sole use of the owner or occupant except those lots designated commercial on the plat map. All new construction must conform to the most recent International Residential Building code. Sanitary systems and field lines must be installed and then inspected by the Building Inspector prior to construction of any dwelling or installation of mobile or modular homes

2. **STORAGE BUILDING** Any permanent building erected or maintained on any lot in Leisure Lake not adjacent to the owner's residence for the use of the owner for storage only of tools, boat or vehicles, etc. must have no less than two hundred eighty-eight (288) square feet and with sufficient footing and support to be made into a residence is if so desired with additional square feet if sold in the future.
3. **COMMERCIAL USE OF BUILDINGS** No part of said premises shall be used for commercial or manufacturing purposes except those lots designated as commercial on the plat map. However, this does not preclude the use of such residential property in pursuit of hobbies. For our purposes a hobby is defined as an activity which does not require sanction or license from the state of Missouri.
4. **LIMITATIONS OF LOT** 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.
5. **REQUIRED SQUARE FEET (RESIDENTIAL)** No residential building shall be erected or maintained on any lot in Leisure Lake having a ground floor area less than five hundred seventy-six (576) square feet, excluding porches. All building plans shall be submitted to the Building Committee for approval before construction is started, and trailers or mobile homes shall be brought in by approval of Building Committee only.
6. **SUBDIVIDING OF LOTS** Subdividing of lots is not permitted.
7. **LOT LINES** No building shall be erected or maintained on any lot in Leisure Lake closer than ten (10) feet from front lot line, nor closer than five (5) 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. No owner shall be allowed to use barbed wire any place on their property.
8. **TOILETS OR PRIVIES/SANITARY SYSTEM TESTING** Absolutely no outside toilets or privies shall be erected or maintained at Leisure Lake. All Sanitary plumbing shall conform to the requirements of the health department of Grundy County and the state of Missouri. No waste shall be permitted to enter Leisure Lake or Little Leisure Lake and all sanitary arrangements must be inspected and approved by local and/or state health officers. The Building Committee shall investigate any building restrictions such as health, etc., and require immediate compliance. The board shall have the prerogative of requiring a dye test for any and all sanitary systems suspected of discharging waste matter into the lake or ditches. The Lake shall be tested yearly for Escherichia or e-coli, to make sure it is safe for swimming.
9. **ANIMALS AND PETS** No animals or birds, other than household pets, as defined in the by-laws by species and quantity, shall be kept on any lot at Leisure Lake, and they shall be confined or controlled so as not to interfere with property of other members. Dogs should be on a leash or confined to your property by a fence.
10. **PEACE DISTURBANCE AND LOUD NOISES** 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.
11. **APPEARANCE OF LOTS** Building types must be of brick, frame, post construction or block (any other types by approval of Building Committee only). All exteriors except brick and masonry must be painted. All driveways must have a working culvert. All new driveways must have a working culvert of no less than twelve (12) inches unless approved by the Lake and Property Maintenance and Improvement Committee.
12. **EASEMENTS**— ASSOCIATION, for itself and licensees, reserves a perpetual easement within 10 feet of the roadway, 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.

13. **BUYING AND SELLING PROPERTY** – Persons buying or selling property must notify the Secretary and/or Treasurer or a member of the Board of Directors of the Association, so records may be updated.
14. **SUMMER DWELLINGS**– Motor homes, trailers, campers, tents, etc., that are not on foundations/tied-down and skirted, which have a bathroom, and are not hooked to a working sanitary septic system, are considered summer dwellings only and are to be removed by October 31<sup>st</sup> of each year. They cannot return to the property before March 1<sup>st</sup> of the following year. Property owners who are permanent residence of Leisure Lake, and have a camper for their personal recreational purposes (camping outside of the Leisure Lake subdivision) are exempt from this removal requirement.
15. **DESTROYED DWELLINGS**– In the event a dwelling, dock, or structure (campers, trailers, motorhomes), boats, vehicles, etc., is fully or partially destroyed by fire or any other cause, the owner shall have up to ninety (90) days to repair or demolish the dwelling, dock, or structure (campers, trailers, motor homes) boats, vehicles, etc. If after ninety (90) days the owner has failed to repair or demolish the dwelling, dock or structure (campers, trailers, motor homes), boats, vehicles, etc., the Board of Directors may take any steps it deems reasonable to repair or demolish the dwelling, dock or structure (campers, trailers, motor homes), boats, vehicles, etc. and bill the cost to the owner.
16. **MAINTENANCE**– As to the appearance and use of each lot, no more than one inoperable or unlicensed vehicle, including, but not limited to, mowers, golf carts, boats, four-wheelers, ATVs, and farm equipment, shall be visible from the street. Parts and components, for equipment must be disposed of or kept out of site; for example, within a privacy enclosure (fence) or inside a building. Brush, trash, or general rubbish, scrap building supplies, old furniture and appliances are to be disposed of properly in a timely manner of 90 days or less.
17. 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.
18. 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.

19. *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)*