

BYLAWS OF LEISURE LAKE ASSOCIATION INC. REVISED OCTOBER 2018

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BYLAWS OF LEISURE LAKE ASSOCIATION INC.

Leisure Lake Association, Inc., a corporation duly organized and existing under the provisions of Chapter 355, R.S.MO., 1959, in order to effectuate the purposes for which the Corporation was organized, hereby adopts the following Bylaws of the Corporation.

Any violation of these articles can result in forfeiture of all membership privileges and use of any and all property and facilities owned by the Leisure Lake Association Inc., according to the discretion of the Board of Directors, hereinafter referred to as the "Board".

ARTICLE I - MEMBERSHIP

Section I. Requirements for Initial and Continuing Membership

All property owners at Leisure Lake are members of Leisure Lake Association, Inc. and required to make payment for all dues and assessments incident to such membership and shall abide by all of the provisions of the Bylaws and regulations of the Association, regardless of whether or not the privilege of using the areas and facilities of the Association are exercised. This covenant concerning said membership 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." (Revised 9/13/2008)

Section II. Category of Members

A. Description of Members

The membership of the Association shall be divided into four (4) separate units as authorized by the Articles of Incorporation, and these units shall be as follows:

Unit I Membership shall be made up of members having property located in Unit I of Leisure Lake Subdivision, in Grundy County, Missouri.

Unit II Membership shall be made up of members having property located in Unit II of Leisure Lake Subdivision, in Grundy County, Missouri.

Unit III Membership shall be made up of members having property located in Unit III of Leisure Lake Subdivision, in Grundy County, Missouri.

Unit IV Membership shall be made up of members having property located in unit IV of Leisure Lake Subdivision, in Grundy County, Missouri.

(If you own property in more than one Unit, decide from which Unit you wish to vote and vote accordingly.)

B. Rights of Members

Members in all of the units specified in Section II (A) shall be endowed with equal rights to use the beach, main boat dock and other facilities belonging to the Association, and all members shall be subject to the same restrictions and requirements in using said facilities.

Section III. Assessments

A. Assessment Charges

Assessments for all members are due and payable on or before December 31st of each year. Assessments are payable in advance. Membership year is from January 1 thru December 31. The assessment fee is set by the Board of Directors. Assessments paid after February 28 will be subject a 10% penalty. On any lot purchased after January 1, the assessments will be pro-rated from the 1st of the following month forward to December 31. (revised 3/10/18)

B. Non-Payment of Assessments

In the event the member has not paid the full amount of the assessment on his/her lot(s) by May 31st of the current assessment year or made arrangements satisfactory to the Board, he/she shall be considered delinquent and no longer a member in good standing. Further, such person(s) shall no longer be entitled to use any of the property owned by the Association. If assessments are not paid by May 31st, they cannot be a voting member. He/she cannot receive an election ballot.

C. Tax Sale Buyers

Tax sale buyers cannot use Leisure Lake property or facilities unless he/she pays assessments for the current year.

D. Employees Payment of Assessments

Leisure Lake Employees payment of Assessments: All assessments are to be paid before the deadline stated in the Bylaws to be eligible for employment by the Leisure Lake Association. No exceptions are to be made for late payments. If an installment plan is approved by the Board of Directors, final payment must be made before the deadline stated in the Bylaws of Leisure Lake Association. It is the responsibility of the Leisure Lake Board of Directors to terminate an employee if he/she is an association member who is not in good standing.

E. Transfer of Properties

Properties that are not subject to a signed and filed covenant for the Leisure Lake Association, at the time of sale, which are purchased or transferred from one individual or entity to another, and properties purchased at the Grundy County tax sale by an individual, will have all past due assessments waived with current year assessment prorated to the date of transfer. Any past due fees (for service rendered), liens and judgments from clerk of court are due at time of transfer of the property, or an approved payment plan established within 30 days of the closing date of the sale, provided the purchaser signs and files the covenant agreement for Leisure Lake Association at the time of transfer of the title/deed.

In the event the covenant is not signed and filed at the Grundy County courthouse, all back assessments, fees and liens, must be paid in full before the owners are considered to be "in good standing"

F. Leisure Lake Neighborhood Betterment Group:

Properties purchased by a formally recognized betterment group whose mission is to acquire, clean up and resale properties for no profit, will have all past association assessments, fees and liens, the current year association fees & one following year fees waived, provided the covenant is signed and filed at the Grundy County Courthouse at the time of purchase.

G. Payment Plans

The association offers a payment plan for assessments which is intended to have assessments to be paid in full before they are due in the current assessment year.

- The amount due on each monthly statement will be increased to include postage and handling.
- Properties purchased with liens and back dues owed are given a one year period to have all liens and assessments paid in full before the following assessment year due date.
- Assessments being paid on a payment agreement will have a 10% penalty applied to the principal of the unpaid balance after February 28, of the assessment year owed.

ARTICLE II - RIGHTS AND LIABILITIES OF MEMBERS

Section I. Property Interest of Members

Members shall have no individual or separate interest in the property or assets of the Association except that upon dissolution, after all debts and liabilities of the Association have been paid, any remaining funds shall be returned to the members in the manner provided in the Articles of Incorporation.

Section II. Non-Liability for Debts of the Association

The private property of the members shall be exempt from execution or other liability for debts of the Association and no member shall be liable or responsible for any debts or liabilities of the Association.

ARTICLE III - MEETINGS OF MEMBERS

Section I. Annual Meeting

An Annual meeting of members may (shall) be held each year at such time and place as may be determined by the Board of Directors of the Association.

Section II. Special Meetings

Special meetings of the members may be called by resolution of the Board of Directors or upon written request signed by any five (5) Directors, by the President or by twenty (20) per-centum or more of all the members and it shall thereupon be the duty of the Secretary and/or the Treasurer to cause notice of such meetings to be given as hereinafter provided. Special meetings of the members may be held at any place within Grundy County, as may be specified in the notice of the meeting.

Section III. Notice of Members Meeting

Written or printed special notice is to be transacted, the purpose or purposes for which the meeting is called, shall be delivered not less than thirty (30) days nor more than (60) days before the date of the meeting either personally or by mail or at the direction of the President or the Secretary and/or Treasurer or the person calling the meeting, to each member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his/her address as it appears on the records of the Association, with the postage thereon paid. The failure of any member to receive notice of an annual or special meeting of the members shall not invalidate any action which may be taken at such meeting.

Section IV. Quorum

The quorum requirements for the holding of any meeting of the members shall be that authorized by the General Not-For-Profit Corporation Law of the State of Missouri. A quorum for the Annual Meeting is one-tenth (1/10) of paid up members.

Section V. Voting

At all meetings of the paid up members, at which a quorum is present, all questions shall be decided by a vote of a majority voting thereon, except as otherwise provided by law, the Articles of Incorporation or these Bylaws. Members in all units shall be entitled to one (1) vote per family regardless of how many lots he/she owns, and each such member shall be entitled to only one (1) vote upon each matter submitted to a vote at a meeting of members in good standing with paid assessments. Voting at the Annual Meeting is not binding as legal changes - only recommendations to the Board by majority vote of those present. The Board manages affairs of the Corporation. Members can only make recommendations.

Section VI. Order of Business

The order of business at any annual meeting of the members insofar as practical and all other meetings of the members shall be essentially as follows:

- Report upon the members present for the purpose of determining a quorum.
- Reading of the notice of the meeting and proof of due mailing or publication thereof.
- Reading of the unapproved minutes of the previous meetings of the members and the taking of necessary action.
- Presentation and consideration of reports of officers, directors, and committees.
- Unfinished Business.
- New Business.
- Adjournment.

ARTICLE IV - DIRECTORS

Section I. General Powers and Limits of Liability

The business and affairs of the Association shall be managed by a Board of Directors which shall exercise all the powers of the Association except as are by law, the Articles of Incorporation or these Bylaws conferred upon or reserved unto the members.

A. Decision Making

However, individual Board Members do not have the right or authority to make decisions for the Board without specific authorization by the Board, except that the President may make such decisions as may be required for proper day to day operation of the affairs of the Association.

B. Major Expenditures

It is mandatory that all Board Members be notified and afforded the opportunity to vote on all major expenditures and/or major decisions. A major expenditure is defined as any new expenditure not previously authorized in excess of \$500.00. A major decision is defined as any decision which affects the membership, the Association and its operation which varies from past practice.

C. Held Harmless Rule

It is specified by these Bylaws that Board Members singly and jointly are held harmless for all Board decisions.

D. Unit Directors

The Director shall visit with members in his/her unit and take comments to Board meetings. A sign in his/her yard should be visible to unit Members stating that their Director lives there.

Section II. Qualifications

No person shall be eligible to become or remain a Director of the association who is not a paid-up member or the member of paid-up member's household in good standing. A member must have signed the Covenant agreement for all properties in his or her name(s) effective August 9. 2014.

Section III. Number

The Board of Directors shall consist of eleven (11) members. Two (2) of such Directors shall be elected from Unit I membership, two (2) Directors shall be elected from Unit II membership, two (2) Directors shall be elected from Unit III membership, two (2) Directors shall be elected from Unit IV membership, and three (3) Directors shall be elected from the membership at large.

Section IV. Election and Tenure of Office A. Length of Terms

The three (3) Directors elected from the membership at large shall serve for terms of three (3) years each. All other Directors shall serve for terms of two (2) years each. No person shall remain on the Board longer than two (2) consecutive terms. He/she must be off the Board for one (1) year before eligible to run again. A Board member must be a member of the Board one (1) year before being elected to the office of President.

B. Eligibility

Only one (1) member of any household shall be eligible for nomination or election to the Board at any one time, however, another household member may be eligible for nomination or election after the term of their household member has expired or upon their resignation from office. A member is one who has paid his/her Leisure Lake assessments in full.

Section V. Nominations

A. Nomination Committee Appointment

It shall be the duty of the President to appoint the Nomination Committee. Such Committee shall consist of four (4) members: one (1) from each category of membership. No officer, member of the Board or employee of the Association shall be appointed as a member of such committee. The Nominating Committee so appointed shall at least ninety (90) days before the Annual Election, meet and select at least one (1) candidate from each class of membership as candidates for Director for a two (2) year period, and at least one (1) candidate for the office of Director at Large for a three (3) year period. Such Nominating Committee shall prepare and post sixty (60) days before the Annual Meeting, at a conspicuous place at Leisure Lake, a list of nominations for Directors so made and shall furnish a copy thereof to the Secretary and/or Treasurer. The Secretary shall affix the seal of Leisure Lake Association on the list of nominations before it is posted.

B. Failure to Obtain Nominations

In the event the Nomination Committee is unable to obtain qualified candidate(s) for Director to represent a unit they shall obtain candidate(s) from any of the remaining three (3) units as nominee(s) for Director to represent that unit.

C. Petition for Election

Any person wishing to petition for election to the Board of Directors shall, within five (5) days after the filing and posting of the report of the Nomination Committee, fill out a form for petition and have it signed by five (5) members from their unit or if petitioning as a Member at Large shall have signatures of six (6) members at large, and the Secretary shall post the same at the place where the list of nominations made by the committee is posted.

D. Nominations by Members

In the event six (6) or more members in good standing present name(s) in nomination for any Director of any unit or Director at large, the Nomination Committee shall have the option of obtaining additional nominee(s) for the position.

E. Mailing Ballots

The Secretary and/or Treasurer shall, no later than thirty (30) days before any election prepare and cause to be mailed to each paid up member, as of May 31st, of the Association the list of nominees made by the Nomination Committee and also any nominations made by petitions of members, if any. The Secretary shall affix the Seal of Leisure Lake Association to each ballot before it is mailed.

Section VI. Voting

Each paid-up member may vote for one (1) candidate from his/her unit of membership, and for one (1) candidate at large. There shall be no cumulative voting for Directors. The qualified candidate receiving the highest number of votes of the members of his unit, or at large shall be declared elected. Write-in votes are not permitted. See Section V-C for procedures. No ballots will be issued at the annual meeting.

Section VII. Election Committee

The President shall appoint an Election Committee. It shall be the duty of the committee on elections to assemble at a place convenient for the committee forthwith, and count the ballots for Directors. In the event that there are more candidates for Directors in the respective units, or at large, than vacancies on the Board of Directors, the person receiving the highest plurality of votes within the unit or at large in which the vacancy occurs, shall be declared elected. The Committee on Elections shall certify the result of the election to the Secretary and/or Treasurer and shall post a copy of their report at a conspicuous place at Leisure Lake.

Section VIII. Mid-Term Vacancies

A mid-term vacancy occurring on the Board shall be filled from the unit in which the vacancy occurs except where no qualified member of the unit is available to serve. In such case the Board shall appoint qualified replacement(s) from the membership at large and in conformance with this section. A majority vote of the remaining Directors is required for appointment. Such person(s) shall serve for the unexpired portion of the term.

Section VIX. Compensation

No Director shall receive any compensation for his/her services as Director of the Association. The Secretary and/or Treasurer may receive compensation for the additional work or services authorized by the Board. However, any Director who performs work or services authorized by the Board may be compensated in accordance with compensation schedules established by the Board.

ARTICLE V - MEETING OF DIRECTORS

Section I. Regular Meetings

A regular meeting of the Board shall be held at Leisure Lake without notice on the second Saturday of each month. Regular meetings of the Board may be held at such time and place as the Board may provide by resolution. The Board of Directors shall meet and elect officers immediately following each annual election of Board Members. Such regular meetings may be held without notice other than the resolution fixing the time and place thereof. Monthly meetings may be suspended by discretion of the Board.

Section II. Special Meetings

Special meetings of the Board of Directors may be called by the President or by any five (5) Directors and it shall thereupon be the duty of the Secretary and/or Treasurer to cause notice of such meeting to be given as hereinafter provided. The President or the Directors, as the case may be, calling the meeting, shall fix the time and place for holding such meeting in Grundy County, Missouri.

Section III. Notice of Special Director's Meetings

Written notice of the time, place and purpose of any special meeting of the board shall be delivered to each Director not less than five (5) days previous thereto, either personally or by mail, by or at the direction of the Secretary and/or Treasurer, or upon a default in duty by the Secretary and/or Treasurer, by the President or the Directors calling the meeting. If mailed, such notices shall be deemed to be delivered when deposited in the United States Mail addressed to the Director at his address as it appears on the records of the Association with the postage thereon prepaid.

Section IV. Quorum

A majority of the Board of Directors shall constitute a quorum, provided that if less than such majority of Directors is present at said meeting, a majority of the Directors present may adjourn the meeting from time to time, and provided further, that the Secretary and/or Treasurer shall notify any absent Directors of the time and place of such adjourned meetings. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, except where a specific number of Directors is required for Board decision by Bylaws.

ARTICLE VI - OFFICERS

Section I. Qualifications

The officers of the Association must be duly elected members of the Board of Directors except that the Board may appoint a Secretary and/or Treasurer to serve, with preference given to Association members. If the secretary and/or Treasurer is appointed by the Board and is not a Director, he/she cannot vote. A Board member must be a member of the Board one year before eligible to hold the office of President.

Section II. Number

The officers of the Association shall be a President, Vice-President, Secretary and/or Treasurer and such other officers as may be determined by the Board of Directors from time to time.

Section III. Election and Term of Office

A. Election of Officers

The officers of the Association shall be elected by the Board of Directors annually at the regular meeting of the Board immediately following the annual election.

B. Term of Officers

The term of office for all officers shall be one (1) year. If for any reason an officer cannot complete his/her term the Board shall follow the "Mid-term Vacancy" procedure as shown in Article IV, Section VIII and elect a replacement Director and elect the replacement officer for the balance of the term.

C. Bonding

Secretary and/or Treasurer shall be bonded. The amount of such shall be set by the Board.

Section IV. Removal of Officers and Agents by Directors

Any officer or agent elected or appointed by the Board may be removed by the Board whenever, in its judgment, the best interests of the Association will be served thereby. Such action shall require the affirmative vote of eight (8) Board members.

Section V. President

The President shall:

- Be the principal executive officer of the Association and unless otherwise determined by the members of the Board shall preside at all meetings of the members and Board of Directors.
- Sign, with the Secretary and/or Treasurer any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board to be executes, except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed.
- As principal executive officer supervises the operation of the Association to assure that the assets of the Association are properly protected and that day to day business functions are handled in accordance with good business practice.
- Within 60 days following the annual election, recommends for Board approval members for the following functional committees to operate under Board direction:
 - Nomination Committee One (1) nominee from each unit annually. One (1) nominee from any unit for Director at Large annually
 - Election Committee One nominee from each unit to serve at the annual election as provided by Bylaws.
 - Lake and Property Maintenance and Improvement Committee at least three (3) members.
 - Roads Committee at least three (3) members.
 - Building committee three (3) members, first named to be Building Inspector.
 - Budget and Finance Committee three (3) members Secretary and/or Treasurer will be on the committee with the Treasurer as chairperson.
 - Audit Committee three (3) members audit books quarterly.
- In general performs all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. The President is a member of all committees except Nomination Committee and Election Committee.

Section VI. Vice-President

In the absence of the President or in the event of his/her inability or refusal to act, the Vice-President shall perform the duties of the President and when so acting, shall have all the powers of and be subject to all of the restrictions upon the President. The Vice-President shall also perform such other duties as from time to time may be assigned him/her by the President or by the Board of Directors.

Section VII. Secretary

The Secretary shall:

- Keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose.
- See that all notices are duly given in accordance with these Bylaws as required by law.
- Be custodian of the corporate records, document's, and the seal of the Association
- Keep a register of names, Unit number, and post office address of all members.
- Keep on file at all times a complete copy of the Articles of Incorporation and Bylaws of the Association containing all amendments thereto.
- In general, perform all duties incident to the office of Secretary, such as filing, typing of newsletter, etc.
- Act as custodian of all insurance policies authorized by the Board and maintains a record of such policies. He/she is responsible to the Board for their review and renewal authorization.
- Holidays observed by Secretary. Office will be closed New Year's Day, Independence Day (July 4th), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.
- Secretary shall not issue a boat or watercraft sticker to anyone owing money to Leisure Lake Association.
- Either the Secretary or the Treasurer will deposit checks and cash, other than petty cash, at the end of each established office work day in the name of the Association in such bank or banks as shall be selected by the Board of Directors.
- Be responsible for the receipt and issuance of receipts for all monies due and payable to the Association.
- To establish and maintain a relationship with the Grundy County Courthouse and any other businesses to validate the ownership of each Leisure Lake Association property and status of covenant agreement. Maintain a log of properties covered by the covenant agreement identified by lot numbers.

Section VIII. Treasurer

The Treasurer shall:

- Sign with the President or any authorized board member any instrument which has been authorized by the Board.
- Have general charge of the Treasurer's books of the Association.
- Have charge and custody of and be responsible for all funds and securities of the Association.
- Either the Secretary or the Treasurer will deposit checks and cash, other than petty cash, at the end of each established office work day.
- With the help of the Budget and Finance Committee prepares a new annual budget for Board review and approval at least thirty (30) days prior to the last meeting of each fiscal year.
- Prepares and presents monthly budget reviews to compare budget performance to actual income and disbursements for the Board approval and action as may be required.
- In general, performs all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board.

Section IX. Reports

All officers of the Association shall submit reports at the annual meeting covering the business of the Association for the previous year. The fiscal year shall be from July 1st-June 30th each year. Elected officers of the Board shall take office immediately after the Annual Meeting.

ARTICLE VII - SEAL

The Corporate Seal of the association shall be in the form of a circle and shall have inscribed thereon the name of the Association.

ARTICLE VIII - FINANCIAL TRANSACTIONS

Section I. Contracts

Except as otherwise provided in these Bylaws, the Board may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances.

Section II. Checks, Drafts, Etc.

All checks, drafts, or other orders for the payment of money, and all notes, bonds or other evidences of indebtedness issued in the name of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section III. Deposits

All funds of the Association shall be deposited weekly to the credit of the Association in such bank or banks as the Board of Directors may select.

Section IV. Fiscal Year

All references to the end of the fiscal year would refer to June 30th. Fiscal year runs from July 1st to June 30th.

ARTICLE IX - AMENDMENTS

The Bylaws may be altered, amended or repealed by the Board at any regular or special meeting by the affirmative vote of eight (8) Board members. However, it is mandatory that each Director shall be furnished written notice of the meeting and provided with a copy of the proposed Bylaw change at least five (5) days in advance of the meeting.

ARTICLE X - HOUSING, OUTBUILDINGS AND LAND USE REGULATIONS

Section I. Building and Property Use and Regulations

A. 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. 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.

B. Storage Buildings

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, boats 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 if so desired with additional square feet if sold in the future.

C. 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.

D. Required Square Feet

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.

E. 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.

F. Outside Toilets or Privies

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. The Building Committee shall investigate any building restrictions such as health, etc., and require immediate compliance.

G. Sanitary System Testing

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.

H. Animals and Pets

No animals or birds, other than household pets, 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.

I. 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 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.

J. Drinks and Beverages

Drinks and beverages other than soft drinks and beverages cannot be sold any place at Leisure Lake without the consent of the Board of Directors.

K. Easements

Easements are reserved along and within five (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 easement 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 provisions of easement if wires and cables carried by such pole lines pass over some portion of the said lots not within the five (5) foot wide strip as long as such lines do not hinder the construction of buildings on any lots in the subdivision.

L. Buying and Selling Property

People 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.

M. Summer Dwellings

Motor homes, trailers, campers, tents, etc., that are not on foundations/tied down must be summer dwellings only and moved by October 31st.

N. Renting Property

There will no renting allowed of homes in Leisure Lake.

O. Destroyed Dwellings

In the event a dwelling or structure is fully or partially destroyed by fire or any other cause, the owner shall have ninety (90) days to repair or demolish the dwelling or structure. If after ninety (90) days the owner has failed to repair or demolish the dwelling or structure, the Board of Directors may take any steps it deems reasonable to repair or demolish the dwelling or structure and bill and costs to the owner.

P. 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 sight; 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. (Revised 1/27/18)

Section II. Specifications for Buildings

A. Exteriors

Building exteriors must be of brick, frame, post construction or block. Any other material must have approval of the building committee. All exteriors except brick 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.

B. Building Requirements

All residences must have a minimum of five hundred seventy-six (576) square feet of living space (excluding decks).

- Eight by sixteen (8" X 16") footings to be at least thirty (30) inches below grade and on solid ground.
- Piers with flared footings (24" X 24") not over five feet (5') on center and made of concrete or commercial blocks.
- Floor joists 2" X 8", sixteen inch (16") on center on spans to twelve feet (12') or trusses two feet (2') on center, with three quarter inch (3/4") tongue and grooved plywood subfloor.
- Floor joists 2" X 10", sixteen inches (16") on center on spans more than twelve feet (12') or trusses two feet (2') on center, with three quarter (3/4") tongue and groove plywood subfloor.
- All external wall studs 2" X 6", sixteen inches (16") on center with double top and single bottom plate.
- Ceiling joists 2" X 6", not over two feet (2') on center or trusses.
- Rafters 2" X 6', not over two feet (2') on center or trusses.
- Headers over all outside openings to be solid doubled_2" X 4" on edge minimum, for openings up to 4' in width, and 2" X 6" for openings over 4' in width.

All headers are to have studs from the bottom of the header to top of bottom plate. All doors and window jambs will be double studs.

C. Septic Systems

Septic systems are to be registered with Grundy County and inspected by such, before connecting to the home. They must be installed or inspected by a contractor that is licensed by the State of Missouri, and must be photographed before covering laterals, distribution box and septic tank. Photographs of the system must be placed in the lot file with Leisure Lake Association, in the Association office. Septic tanks constructed of metal are not legal in the state of Missouri. Sizing of septic tanks as adopted by the State of Missouri; 1 to 3 bedroom homes – 1,000 gallon, 4 bedroom homes – 1,250 gallon, 5 bedroom homes – 1,500 gallon.

- Number of feet of lateral field is determined by percolation testing of the soil where the system is installed.
- In the event a percolation test is not performed for engineering the lateral system, the Department of Health has a sewage standard.
- An excerpt from the DOH sewage standards manual, a single-family home produces 120 gallons per day per bedroom. So 120 gallons per day per bedroom x 3 bedrooms = 360 gallons per day flow.
- From the DOH manual, the soil described above has an allowable application rate of 0.3 gallons per day per square foot of absorption field.
- 360 gallons per day ÷ 0.3 gallons per day per square feet = 1,200 square feet of absorption area.
- 1,200 square feet \div 2 feet in width = 600 lineal feet of trench.
- Laterals cannot exceed 100 feet in length, so
 600 lineal feet ÷ 100 lineal feet per trench = 6 trenches needed.

Federal law restricts septic tanks and lateral fields to be installed no closer than; 50 feet from waterways and lakes; 15 feet from building foundations; 10 feet from adjacent property lines. On Lake Front Lots and lots with creeks flowing into the lake, the minimum setback for septic tanks and lateral fields is 50 feet from nearest edge of waterway, and 10 feet from the roadway. The Building Committee or the Secretary shall be notified before construction is started, when the inspection is scheduled to take place and when construction is completed.

D. Docks and Boat Houses

The construction of fishing docks and boat houses are subject to inspection by the building committee, and shall be secured to a fixed location along the property owner's lot, but not within the five foot (5') easement of the side lot lines. The use of welded aluminum pontoons, high buoyancy Styrofoam or plastic floats manufactured specifically for docks are the only approved flotation systems. The use of white Styrofoam, plastic or metal barrels is prohibited.

Section III. Mobile and Modular Homes

Mobile and modular homes must pass living space requirements and be installed on Building Committee approved footings and/or foundations. All other applicable requirements of Article IX must be met. **Building Committee approval must be obtained before the unit is moved to the lot.** All mobile homes must be skirted and tied down.

- Foundations shall meet manufacturer's requirements for newer homes. On older homes, piers under "I" beam shall not be over ten feet (10')apart on mobile Homes twelve feet (12') or less in width; not over eight feet (8') apart on those over twelve feet (12') in width.
- Footings for piers shall be below frost line, thirty inches (30") minimum and must be at least down to original ground, and shall be eight inches by sixteen inches (8" x 16") or more in size. Piers not over forty inches (40") high may be stacked cement blocks laid holes up. If over forty inches (40") in height, they must be double stacked blocks laid in mortar, cross laid.
- Overhand from the last pier to the end of the unit shall not exceed two (2) feet.
- Shims shall be used as required for final leveling.

Section IV. Building Committee

- The President recommends for Board approval three (3) association members in good standing to act as the Building Committee. One member of the Committee shall be designated as Chairman and Building Inspector. If possible the Chairman shall be a local resident.
- All plans and specifications for new buildings, mobile or modular homes, additions, alterations and changes which alter the basic structure of existing dwellings shall require the approval of the Building Committee prior to the start of any operation.
- Compliance inspections by the Building Inspector or his designee shall be required for footings, foundations, plumbing, electrical and final acceptance.
- Any and all deviation from approved plans and specifications as shown in Article IX shall be reported to the Board immediately for appropriate action.

ARTICLE XI - PEACE DISTURBANCE AND LOUD NOISES

No member or guest of a member will disturb the peace of other members and guests with loud noises of any kind, such as, but not limited to, noise from vehicles, motorcycles or 3 or 4-wheelers, music, and barking dogs from 10 PM through 6:30 AM of the following day Sunday through Thursday, and 11 PM through 6:30 AM of the following day Friday and Saturday. (10-13-2007)

ARTICLE XII - SWIMMING, BOATING, BEACH, MAIN DOCK AND ROADS

Section I. Alcoholic Beverages

No alcoholic beverages shall be consumed on the beach, main boat dock or in any boat on the lake.

Section II. Swimming

Swimming whether a lifeguard is present or not in the roped off beach area or at any other location on the lake is at the swimmer's own risk, (parents in the case of minors); the Association assumes no responsibility for the safety of swimmers. Hours: 7 AM-10:00 PM.

Section III. Restrictions on Dam

Absolutely no parking on the dam or spillway at any time! Anyone found operating a motor vehicle in a careless manner on any lake road will be prosecuted.

Section IV. Driver's License for All Motorized Vehicles

A. Drivers License

All people using Leisure Lake roads must have a valid driver's license for all licensed vehicles.

B. Parking

Parking on roads is not allowed. Vehicles parked on road must be removed for road maintenance and snow removal or may be towed.

Section V. Speed Limit SPEED LIMIT IN THE LEISURE LAKE AREA IS 20 MILES PER HOUR.

Section VI. Speed Boating and Skiing

A. Coast Guard Regulations

Coast Guard Regulations and Requirements apply to all boats which use the lake.

B. Speed Boating and Skiing

Speed boating and skiing. Hours are from 10:00 A.M. TO 6:00 PM. Boat speed limit in coves is no wake. No skiing in coves, or closer than 30 feet of main lake bank, or south of buoyed area on lake. No wake during all other hours.

C. Horsepower

Horsepower limited to 55.

D. Not Responsible for Accidents

The Association will not be responsible for any accident or injury resulting from boating or water skiing.

E. Watercraft Stickers

All watercraft used on Leisure Lake shall display an annual valid Leisure Lake boat sticker. This includes paddle boats and jet skis. Stickers must be purchased at the Leisure Lake office for a fee of \$10.00 each, monies to be placed in the Lake Preservation Fund. Boat stickers shall be issued to paid-up members and their guests only.

Section VII. Association Property and Facilities

All association owned facilities, roads and property, boat docks, picnic areas, playground areas and equipment, shelter houses, etc., are to be maintained by the Association and by its members. In no case does the Association assume responsibility or liability for accidents of any nature in these areas.

ARTICLE XIII - MISCELLANEOUS

Section I. Member Lots and Association Property and Facility Maintenance

All property owners are to clear and maintain their lot(s) to the road Spring and Fall and extend full cooperation in taking care of Association property and facilities.

Section II. Solicitation

No Soliciting of Leisure Lake Association Members will be allowed without authorization of the Board of Directors.

Section III. Firearms

No discharge of firearms will be allowed in the Leisure Lake Area without permission of the Board of Directors. This includes all types of guns and bows and arrows.

Section IV. Guests Procedure

Guests of a member in good standing may use any and all facilities of the Association when accompanied by the member. In the absence of the member arrangements must be made through the office for guests to use facilities of the Association. All guests must abide by the Bylaws of the Association. If these guests own lots and have not paid their assessments they cannot use Leisure Lake facilities. They are treated as a member that is not in good standing. (Guests are persons who do not own lots at Leisure Lake or have lots in their name.)

Section V. Garbage Disposal

All household garbage must be wrapped and deposited in containers located in designated area. Under no circumstances is any household refuse to be left at any other location. No trash such as boards, leaves, brush, furniture or appliances are to be left at these containers for pickup. This convenience is for paid-up members of Leisure Lake Association only.

Section VI. Jug Fishing or Trot Lines

No jug fishing or trot lines are to be used in Leisure Lake. Only pole fishing is allowed.

QUICK REFERENCE AND TIME SCHEDULES:

Article III, Section III - Notice of Members Annual Meetings must be delivered not less than 30 or more than 60 days before meeting.

Article IV, Section V - Nominating Committee report must be posted at least 60 days before annual meeting. Nominations by petition must be made and posted within 5 days after the report of the Nominating Committee is posted.

Article IV, Section 5(E) - Secretary and/or Treasurer and/or Nominating Committee at least 30 days before any election must mail to Membership a list of nominees.

Article VI, Section I - Regular Board meetings are held the 2nd Saturday of each month and immediately after the Annual Election.

Article V, Section III - Special Board Meetings require a 5 day notice to Board Members.

MISCELLOUS INFORMATION

Covenant

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 RESTICTIONS

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:

Lettia Hursh, Secretary

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:

Notary Public

(Seal)

Work Order Form

WORK	ORDER		
Leisure Lake Association 71660 NW 25 th Street Trenton, MO 64683 660-789-2793 Office @leisurelake.net		For Member:	
Work Description:		Location:	
Hours	Description	Hourly Price	Line Total
	Wage	\$17.44	
	Equipment:		
	Truck/Tractor	\$57.00	
	Maintainer	\$94.00	
	Dump Truck	\$38.00	
	Deale will be billed and invoice from Querry is		
	Rock – will be billed once invoice from Quarry is received		
	FOR MEMBERS IN GOOD STANDING ONLY		
	1 Hour Minimum		
	Time will be rounded up to next hour		
		Total	

LEISURE LAKE ASSOCIATION, INC. APPLICATION

FOR A BUILDING PERMIT 3-04-2017 approved

Property Owner(s)	Unit	Lot(s)	
Address	Telepho	oneNumber	
Permit is for lot number			
Application is for –(check all that apply)	-:		
New ResidenceAddition			ne Pole
Building Storage Bldg.			
New Sanitary System			
New/Addition Boat Dock	New/Addit	ion Boat House	
Complete the following for a New build a garage. Minimum of 576 square feet of Square Footage of Building or Ad Size of Footings (Min 8" x 16") Depth of Footings (Min 30")	excluding porches	s for residence.	
If Piers are used, distance betwe			
Floor Joists – sizeS			
Ceiling Joists –sizeS	pacing	Length	
Roof Rafters – sizeS	Spacing	Length	
Wall Studs – sizeS	pacing		
All Headers over openings must up to 6 foot, 2 x 8 up to 8 foot, Etc. All Foundations must be concret			as – 2 x 4 up to 4 foot, 2 x 6
Please include a copy of your building	plans or draw a	plan on a sheet of paper	that gives as much detail as

Please include a copy of your building plans or draw a plan on a sheet of paper that gives as much detail as possible.

Complete the following for a Mobile or Modular Home:

nclude manufacturers specifications for piers/footings and tie-down(s	5)
Square Footage	
Size of Footings (Min 8 x 16)	
Depth of Footings (Min 30")	
f Piers are used, distance between Centers	
Please notepiers must be on proper footings (24" x 24" x 8").	

The following is an excerpt from the Grundy County web site that sets the minimum requirements for septic systems; Review and Complete

Septic systems are to be registered with Grundy County and inspected by such, before connecting to the home, or installed by a contractor that is licensed by Grundy County.

Number of feet of lateral field is determined by percolation testing of the soil where the system is installed. If a percolation test is not done to engineer the appropriate size for the lateral system, refer to the Department of Health sewage standards manual.

- From the DOH sewage standards manual, a single-family home produces 120 gallons per day per bedroom. So 120 gallons per day per bedroom x 3 bedrooms = 360 gallons per day flow.
- From the DOH manual, the soil described above has an allowable application rate of 0.3 gallons per day per square foot of absorption field.
- 360 gallons per day ÷ 0.3 gallons per day per square feet = 1,200 square feet of absorption area.
- 1,200 square feet ÷ 2 feet. width = 600 lineal feet of trench.
- Laterals cannot exceed 100 feet in length, so 600 lineal feet ÷ 100 lineal feet per trench = 6 trenches needed.

Federal law restricts septic tanks and lateral fields to be installed no closer than;

50 feet from waterways and lakes

15 feet from building foundations

10 feet from adjacent property lines

Capacity of Tank (refer to table above) _____ Total Length of Laterals (Min 200ft per bedroom unless engineered otherwise) _____

On Lake Front Lots and lots with creeks flowing into the lake, the minimum setback for septic tanks and lateral fields is 50 feet from nearest edge of waterway, and 10 feet from the roadway. Include dimensioned sketch of septic tank and lateral field with this application.

The Building Committee or the Secretary shall be notified before construction is started and when construction is completed. *Photographs must be taken and filed at the Leisure Lake Association office before covering the lateral field, distribution box or septic tank.* Not photographing and filing your septic system will result in notification to the Grundy County Health Department and/or the State of Missouri.

LEISURE LAKE REGULATIONS

All Coast Guard Regulations apply to all boats on the lake. Speed Boats, Jet Skis & Skiing Hours are 10:00 AM to 6:00 PM. No wake during all other hours. No wake or skiing in coves and outside of the buoys. Motors are limited to 55 horsepower maximum All watercraft used on lake shall display an annual valid Leisure Lake boat sticker. Lake access is for paid up members & their guests only.

NOT RESPONSIBLE FOR ACCIDENTS OR INJURIES



LEISURE LAKE FISHING REGULATIONS

Species	Daily	Possession	Length Limit
Bass	6	6	Under 12 inches & Over 15
			inches
Channel Cat	4	4	NONE
Walleye	4	4	18 inches
Crappie	10	20	NONE
Non-Game	25 lbs.	50 lbs.	NONE
Bull Frogs	8	8	See Code for Sessions

STATE OF MISSOURI FISHING LICENSE IS REQUIRED

AREA REGULATIONS

WALLEYE UNDER 18 INCHES ARE TO BE RETURNED TO THE LAKE UNHARMED FISHING WITH ROD & REEL ONLY

TROT LINES, BANK LINES OR JUG FISHING ARE NOT ALLOWED