STATEMENT OF COVENANTS TO RUN WITH LAND

Revised (10/27/26)

Grantor, Leisure Lake Association, Inc. (the "Association"), a Missouri nonprofit corporation, files these Amended Covenants and Restrictions to amend, restate, and replace prior Statements of Covenants to Run with Land, filed in the Office of the Recorder of Deeds of Grundy County, Missouri, in Book 632, at Page 11.

The Amendment was duly adopted by the Board of Directors of the Association at a meeting held on _____, 2026, by the vote of at least 8 members of the Board of Directors, which meeting was held after notice of such meeting was given to all members of the Association at least ___ days prior to the meeting.

RECITALS

A. *The Association is the owner of the public areas located in Units I, II, III, IV of the Leisure Lake Subdivision (the "Subdivision"), as shown by Plats recorded in Grundy County in Plat Book I, pages 85, 86, 87 and 89, including the roads, the lakebed known as "Leisure Lake", the dams, the spillways, bridges, the swimming area, the swimming beach, bathhouse, parks, picnic areas and playgrounds.*
B. *The owners of the following lots in the subdivision have accepted and agreed to be bound by the Prior Covenants:* ***Unit 1 Lots*** *1, 2, 3, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27 28, 30, 31, 32, 33, 35, 36, 41, 43, 44, 50, 53, 57, 58, 59, 60, 61, 67, 68, 69, 70, 71, 74, 75, 76, 77, 80, 81, 83, 84, 89, 90, 91, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 110, 111, 112, 113, 114, 115, 116, 123, 128, 129, 130, 131, 132, 133, 137, 138, 139, 141, 142, 143, 145, 146, 147, 150A, 151, 152, 153, 154, 155, 157, 171, 181, 182, 183, 184, 185, 186, 187, 203, 204, 205, 206, 207, 209, 210, 211, 212, 213, 214, 215, 225, 226, 227, 228, 229, 230, 240, 250, 252, 253, 254, 255, 256, 257, 258, 259, 264, 269, 270, 271, 272, 273, 274, 275, 276, 278, 279, 280, 299, 300, 301, 302, 312, 313, 314, 315, 316, 317, 318, 319, 325, 326, 327, 328, 330, 331, 332, 333, 334, 335, 326, 327, 328, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 347, 351, 354, 355, 356, 357, 358, 359, 360, 373,* ***Unit 2 Lots*** *381, 382, 383, 384, 385, 386, 390, 393, 394, 397, 398, 401, 402, 403, 404, 407, 408, 431, 432, 433, 440, 441, 446, 447, 448, 449, 450, 451, 455, 456, 457, 458, 459, 460, 461, 462, 463, 469, 476, 477, 480, 481, 482, 483, 491, 492, 493, 494, 495, 507, 508, 511, 513, 514, 515, 516, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 533, 534, 535, 537, 538, 539, 541, 542, 543, 544, 545, 550, 551, 563, 564, 565, 566, 567, 568, 569, 571, 572, 573, 574, 580, 582, 583, 584, 585, 586, 587, 588, 589, 594, 601, 602, 603, 604, 610, 613, 616, 626, 627, 628, 636, 637, 638, 639, 641,642, 647, 648,6 49, 650, 651, 652, 653, 654, 655, 656,* ***Unit 3 Lots*** *9, 10, 11, 16, 17 ,19 ,20, 24, 32, 33, 36, 37, 38, 43, 44, 45, 46, 47, 48, 49, 50, 51, 77, 78, 79, 85, 86, 99, 100, 101, 102, 103, 103A, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 124, 125, 126, 133, 134, 136, 137, 144, 145, 146, 147, 148, 151, 152, 164, 165, 166, 167, 169, 170, 171, 172, 173, 174, 175, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 212, 213, 214, 224, 225, 226, 227, 228, 229, 232, 233, 234, 236, 237, 238, 239, 240, 241, 242,244, 247, 248, 250, 251, 103A.* ***Unit 4 Lots*** *1, 2, 3, 4, 5, 6, 20, 21, 22, 23, 24, 25, 28, 29, 30, 31, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 50, 59, 60, 61, 62, 67, 68, 69, 70, 71, 72, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 98, 99, 101, 102, 103, 104, 105, 107, 108, 114, 115, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 135, 136, 137, 138, 139, 140, 141, 142, 143, 148, 149, 150, 151, 152, 153, 154, 155, 156, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 173, 174, 175, 176, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191.*
C. *The Prior Covenants authorized amendments to such Prior Covenants.*
D. *The purpose of these Covenants is to maintain the desirability of the Lots in the Subdivision, and maintain uniformity, and suitable esthetic design and use in the Subdivision.*

E. *These Covenants supplement, but do not replace the Property Restrictions on all Lots in the Subdivision recorded in Book 263, at Page 403 in the Grundy County Recorder of Deeds office.*

NOW THEREFORE, the Association does hereby make the following restrictive covenants which shall be binding upon all the Lots described in Recital B above and on any other lots in the Subdivision whose owner or owners from time to time may accept and agree to be bound by these Covenants.

COVENANTS AND RESTICTIONS

1. *DEFININITIONS*
    a. *The term "Association" shall mean "Leisure Lake Association, Inc."; its successors and assigns.*
    b. *The term "OWNERS" shall mean and include all "Owners" of record of Lots within the SUB-DIVISION and their respective heirs, personal representatives, successors and assigns. When more than one person owns an interest in a Lot, then all such person are Members but there is allowed only one vote per Lot regardless of the number of owners.*
    c. *"Good standing" means a member of the Association is current on the payment of his or her dues payable to the Association and is not in violation of Covenants and Restrictions.*
    d. *"Lot" shall mean a lot within the Subdivision.*
    e. *"Subdivision" shall mean the Leisure Lake Subdivision as described in Recital A above.*
2. *UTILITIES COVENANT*
3. *Each Owner understands that at the present time sewage disposal within Subdivision is by means of individual sewage disposal units or systems. 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 and such other governmental authorities having jurisdiction over sewer units or systems. Once an approved unit or system is installed, the unit or system shall be kept in good operating conditions in compliance with all state and local regulations and requirements and shall be subject to periodic inspection by the Association and/or the governmental agencies.*
4. *MEMBERSHIP COVENANT*
    a. *Each Owner, in consideration of these agreements and covenants by other Owners, is a member of the Association.*
    b. *Each Member covenants and agrees to maintain his or her membership in good standing as long as he owns a Lot in the Subdivision and agrees to abide by the By-Laws, Rules and Regulations of the Association.*
    c. *Each member agrees to pay to the Association an annual charge ($250.00 for each first lot and $100.00 for each additional lot rate as of membership year 2027) owned by the Owner, 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 the Leisure Lake Subdivision. Annual payments are a reasonable, necessary, and proportionate charge for the maintenance, upkeep and operation of various areas, roads and facilities owned by the Association, regardless of whether the privilege of using such areas or facilities is exercised. The above charge may be increased once per calendar year with Board approval, providing the 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.*
    d. *Special purpose Assessments must also be approved by a majority vote of the Owners and have a stated beginning and end date.*
    e. *The non-payment of the annual charges or any special purpose assessments shall after, its due date, shall become a lien on the Owner's Lot(s) in favor of the Association and shall be enforceable*

by the Association. All unpaid assessments shall bear interest at the rate of 10% per annum after its due date until paid in full. If a suit is filed to enforce the assessment, then the Association may recover all its cost of collection including reasonable attorney fees and court costs.

f. Each member 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 the Owner at his address as maintained at the office of the Association or to the address found in the Grundy County, MO Collector's office. Notice shall be deemed delivered on the fifth business day after mailing.

5. RESTRICTIONS

1. ***RIGHTS OF MEMBERS*** *Use of the Association property is limited to members in good standing, their families and guests, of the Association, and all uses shall be in compliance with the Rules and Regulations of the Association. The association shall have the use of the Association property for its corporate purposes.*
2. ***PRIVATE RESIDENCES*** *Except for lots designated as Commercial on a Plat, each Lot will be used solely as a residence for a single family and no other purpose, and no trade or business may be carried out except for a home-based business as defined in Section 71.990 RSMo or a private office so long as the use does not create regular customer, client, or employee traffic. No building shall be erected or maintained on any lot within the Subdivision other than for a private residence, or accessory building, 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 2018 International Residential Building code. Sanitary systems and field lines must be installed, photographed and inspected by the appropriate regulatory authority prior covering with soil and building construction of any dwelling or installation of mobile or modular homes begins.*
3. ***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 lots unless built of solid or permanent material. No unpainted exterior other than bricks shall be permitted without permission.*
4. ***REQUIRED SQUARE FEET (RESIDENTIAL)*** *No residential building shall be erected or maintained on any lot within Subdivision having a ground floor area less than five hundred seventy-six (576) square feet, excluding porches. All building plans shall be submitted to the Association Building Committee for approval before construction is started. Trailers or mobile homes shall be installed on a Lot only after by approval of Building Committee.*
5. ***MANUFACTURED HOMES AND MODULAR HOMES*** *Manufactured homes and modular homes must meet the required square feet space requirements and be approved by the Building Committee.* ***Building Committee approval must be obtained before the manufactured home or modular home is moved to the lot.*** *All manufactured homes must be skirted and tied down.*
    - *Foundations shall meet manufacturer requirements for newer homes. On older homes, piers under "I" beam(s) shall not be over ten feet (10') apart on manufactured homes twelve feet (12') or less in width: Not over 8 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 on a pier flared footing of 24" x 24" x 8" thick. A cement block pier shall be eight inches by sixteen inches (8" x 16") or more in size laid holes up. 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 doubled stacked blocks (16" x 16") laid in mortar, cross laid, holes up.

- *Overhang from the last pier to the end of the unit shall not exceed two (2) feet.*
- *Shims may be used as required for final leveling.*

6. ***BUILDING PERMIT*** *An Association building permit is required to be submitted and approved by the Association before construction begins.*
7. ***LOT LINES*** *No building shall be erected or maintained on any Lot in the Subdivision closer than ten (10) feet from front Lot line (roadside), nor closer than five (5) feet from rear or side lot lines, except Lake front lots where boat houses and docks shall be permitted at water edge with the prior approval of Building Committee. No owner shall be allowed to use barbed wire in any place on their property.*
8. ***SUBDIVIDING OF LOTS*** *Subdividing of lots is not permitted.*
9. ***STORAGE BUILDING*** *Any permanent building erected or maintained on any lot within the Subdivision not adjacent to the Owner's residence for the use of the Owner for storage only of tools, boat or vehicles, etc. must have not 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.*
10. ***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 subdivision plat. However, this does not preclude the use of such residential property in pursuit of hobbies, private offices or home-based business as permitted in paragraph 2 above. For these purposes a hobby is defined as an activity which does not require sanction or license from the state of Missouri.*
11. ***TOILETS OR PRIVIES/SANITARY SYSTEM TESTING*** *Absolutely no outside toilets or privies shall be erected or maintained in the Subdivision. All Sanitary systems 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 systems must be inspected and approved by local and/or state health officers. The Building Committee shall investigate any building restrictions violations and may 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 will be tested yearly for Escherichia or e-coli, to make sure it is safe for swimming.*
12. ***SEPTIC SYSTEM*** *All septic system/holding tank installations, upgrades, repairs and inspections require an Association permit before work begins. Such systems must be installed or inspected, approved and photographed before covering laterals, distribution box, and septic tank and connected to the building according to Title 10 CSR 20-7.015 of the Missouri Clean Water Commission; a National Pollution Discharge Elimination System (NPDES) permit shall be secured to comply with 10 CSR 20-6.010 of the Missouri Clean Water Commission. Photographs of the system must be placed in the lot file, in the Association office. Septic tanks constructed of metal are not legal in the state of Missouri.*
13. ***SUMMER DWELLINGS*** *Motor homes,* trailers*, campers, tents, etc., that are not on foundations/tied down and skirted, which have a bathroom, and are not permanently connected to a working sanitary septic system, are considered summer dwellings only and are to be removed from a lot by October 31st of each year. Summer dwelling cannot return to the Lot before March 1st of the following year. Property owners who are a permanent resident of Leisure Lake and have a camper*

for their personal recreational purposes (camping outside of the Subdivision) are exempt from this removal requirement.

14. ***EASEMENTS*** *The ASSOCIATION, for itself and its successors and its licenses, is granted a perpetual easement on each Lot within 10 feet of the roadway, 5 feet of the rear line and side lines for the construction, use, repair, replacement and maintenance of underground and overhead utility facilities including conduits, poles, wires and fixtures for electric lights, telephone lines, water mains, sanitary and storm sewers, and other public and quasi-public utilities and the right to trim any trees which at any time may interfere or threaten to interfere with the maintenance of roads or such utility facilities, including the rights of ingress and egress on such easements for itself, its employees and contractors and for the contractors and employees of said utilities. The 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 grant to the easements if wires and cables carried by any utility 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 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.*
15. ***APPERANCE OF LOTS*** *Buildings must be constructed of brick, frame, post construction or block (or other types by approval of Building Committee). All exteriors, unless brick and masonry, or vinyl siding must be painted unless approved by the Building Committee. All driveways must have a working culvert. All new driveways must have a working culvert of not less than twelve (12) inches in diameter unless approved by the Building Committee.*
16. ***MAINTENANCE*** *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 within 90 days or less.*
17. ***DESTROYED DWELLINGS*** *In the event a dwelling, dock, or other structure (campers, trailers, motorhomes), boats, vehicles, etc., is fully or partially destroyed by fire or any other cause, the owner shall have ninety (90) days to repair or demolish the dwelling, dock, or other 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 other structure (campers, trailers, motor homes), boats, vehicles, etc., the Board of Directors may enter on the Lot and take any steps it deems reasonable to repair or demolish the dwelling, dock or other structure (campers, trailers, motor homes), boats, vehicles, etc. and bill the cost to the Lot Owner.*
18. ***PEACE DISTURBUANCE 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 with the ASSOCIATION to determine what constitutes noxious or offensive activity and said determination, shall be complete and final.*
19. ***ANIMALS AND PETS*** *No animals or birds, other than household pets, as defined in the Rules and Regulations by species and quantity, shall be kept on any Lot in the Subdivision, and the animals shall be confined or controlled so as not to interfere with property of other Owners. Dogs should be on a leash or confined to Owners property by a fence.*
20. ***DOCKS*** *No boat docks, floats or other structures extending into the lake(s) shall be constructed or placed into or on said lake(s) without prior written approval of ASSOCIATION. The construction of fishing docks and boat houses is subject to approval and inspection by the Building Committee and*

shall be secured to affixed location along the Owners' Lot, but not within the 5-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. All permanent and temporary electricity connections at/on docks, must be connected through a UL listed GFCI circuit breaker or GFCI outlet.

21. ***BUYING AND SELLING PROPERTY*** *Persons buying or selling lots must notify the Secretary and/or Treasurer or a member of the Board of Directors of the Association, so records may be updated.*
22. ***BUILDING COMMITTEE***
    - *The President will recommend to the Board for 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 dwelling shall require the approval of the Building Committee prior to the start of any construction or installation. The Building Committee may appoint a Building inspector*
    - *Compliance inspections by the Building Inspector or his designee shall be required for footings, foundations, plumbing, electrical and final acceptance.*
    - *All deviation from approved plans and specifications as shown in Article IX shall be reported to the Board immediately for appropriate action.*

6. *GENERAL PROVISIONS*
   a) *These restrictions and covenants run with the land, and shall bind the Owners, their heirs, personal representatives, successors and assigns, and if any of them shall violate or attempt to violate any of the covenants or restrictions, it shall be lawful for any person(s) or entity owning any such Lots in the Subdivision 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.*
   b) *All of the restrictions, conditions, covenants and agreements contained herein shall continue, except that they may be changed, altered, amended or revoked by the Board of Directors (Board) or the Members of the Association.*

A copy of any proposed amendment is to be presented to the Directors and posted on the bulletin board at the mailboxes as well as on the official Association website, in writing a minimum of five (5) days in advance of each scheduled Board meeting in which the proposed amendment will be on the agenda for discussion and vote. A proxy vote by a Director is allowed, but it must be emailed or submitted in writing to the Association office, stating what amendment the Directors are voting for or against and it must be submitted not later than noon the day before the stated Board meeting. At least one Director must be in attendance at the Directors meeting (Zoom is allowed) and cast an in-person vote on any proposed amendment.

Proposed amendment language must receive a favorable vote from a minimum of eight (8) Directors at three (3) consecutive, regularly scheduled Association Board meetings, with no changes or modifications, before it becomes a proposition to be submitted to the Members for approval.

Proposed amendment approved by the Board will be submitted for the Association Owners to vote for approval.

If the covenant amendment is approved by 8 Board of Directors over the specified (3) consecutive scheduled Board meetings with no changes, then the proposed covenant amendment will be on the official election ballot for Association Directors, mailed in June of each year, as a proposition, referencing the restrictions of the current covenant, to be voted for adoption by the property owners. A copy of the proposed amendment will be included with the mailing (on a sheet separate from the ballot) for all Owners to review. Only the votes received on the official ballot before the opening of the scheduled Association annual meeting of members in August may be counted. A minimum of 20% of the ballots must be returned from the Owners with 50% plus 1 or more of those ballots having a vote of in favor of the proposed amendment for it to be adopted. In the event 20% of the ballots sent are not returned, the proposed amendment will be adopted regardless of the votes on the ballots.

Upon adoption, the covenant amendment will be recorded in the Association files, on the official Association website and will be recorded in Office of the Recorder of Deeds for Grundy County, Missouri, by the secretary within 30 days of approval.

This declaratory statement of uses, limitations, restrictions and covenants to run with the land is hereby so declared and executed this _____ day of _____, 2026.

Corporate Seal *LEISURE LAKE ASSOCIATION*

ATTEST:

_____ _____

Lora Kent, Secretary *By: Michael Saindon, President*

STATE OF MISSOURI)

) SS.

COUNTY OF GRUNDY)

On this _____ day of August, 2026, before me appeared Michael Saindon, to me personally known, who, being by me duly sworn, did say that he 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 Michael Saindon acknowledged said instrument to be the free act and deed of said Corporation and owner of record of property.

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)