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Jamie Miner  
Recorder of Deeds

April 13,2024

AMENDED WOODLAND LAKES  
TRUST INDENTURE AND RESTRICTIVE COVENANTS AND  
CONDITIONS PERTAINING TO A SUBDIVISION OF LAND IN  
WASHINGTON COUNTY, MISSOURI

AMENDED: April 11, 1983, April 9, 1985, March 28, 1987, April 8, 1989, October 14,1989, October 6, 1990, April 13, 1991, October 5, 1991, April 11, 1992, October 3, 1992, April 17, 1993, October 3, 1993, April 9, 1994, April 8, 1995, October 7, 1995, April 13, 1996, October 5,1996, April 10, 1999, April 08, 2000, October 7, 2000, April 21, 2001, November 17, 2001, April 13, 2002, October 5, 2002, April 12, 2003, April 17, 2004, APRIL 9, 2005, October 1, 2005, April 8,2006, October 7, 2006, April 14, 2007, April 12, 2008, October 03, 2009, October 02, 2010, April 9, 2011, October 1, 2011, May 19, 2012, April 13, 2013, October 4, 2014, April 11, 2015, April 9, 2016, October 1, 2016, October 7, 2017, April 14, 2018, October 6, 2018, July 11, 2020, October 3, 2020, April 10, 2021, October 2, 2021, April 9, 2022, October 1, 2022, April 15, 2023, October 8, 2023, April 13,2024

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, National Development Company, Inc., a Texas corporation, is the owner of certain real property located in Washington County, Missouri, and described as follows:

The Southwest Quarter and Lot Number One (1) and Lot Number Two (2)of the Northwest Quarter of Section 5, Township Thirty-nine (39), Range One (1) West, containing 344 acres, more or less.

The Southwest Quarter of Section Six (6), Township Thirty-nine (39), Range One (1) West, containing 186 acres, more or less.

All of Section Seven (7), except an undivided one-half interest in and to the Northeast Quarter of the Northeast Quarter of said Section Seven (7) in Township Thirty-nine (39), Range One (1) West, containing 687 acres, more or less.

The Northwest Quarter and North half of the Southwest Quarter of Section Eight (8), Township Thirty-nine (39), Range One (1) West, containing 240 acres, more or less.

All of Section Seventeen (17), Township Thirty-nine (39) North, Range One (1) West, containing 640 acres, more or less.

The North half of Section Eighteen (18), Township Thirty-nine (39), Range One (1) West, containing 362.32 acres, more or less.

The East half of the East half of Section Twelve (12), Township Thirty-nine (39), Range Two (2) West, containing 160 acres more or less.

The East half of the Southeast Quarter of Section One (1), Township Thirty-nine (39), Range Two (2) West, containing 80 acres, more or less.

Subject to any and all mineral rights and easements of record of whatsoever kind or nature; and

WHEREAS, this amended indenture is made and entered into this 11th day of April, 1983, by and between National Development Company, Inc., party of the first part, hereinafter called "Grantor", and R.L. Erkenbeck, party of the second part, hereinafter referred to as "Trustee", being the Trustee of the Woodland Lakes Trusteeship;

WHEREAS, Grantor is in the process of developing said land into a subdivision for living and recreational purposes and developing a lake and other facilities for living and for recreational enjoyment by the future lot owners in said development, which said development shall be known as "Woodland Lakes", and which said development shall be developed in several parts and with a separate plat for each part thereof as it is developed; and

WHEREAS, the Grantor is desirous of promoting and enhancing the value of said tracts of land by stabilizing residential values and establishing recreational and related facilities therein; and

WHEREAS, the Grantor believes that the creation of a trust of certain of the property rights in said tract and the establishment of certain use restrictions is the most beneficial means of accomplishing this purpose; and

WHEREAS, it is the purpose and intention of this indenture to preserve said tract of land as a restricted residential and recreational neighborhood and to protect the same against certain uses by the adoption of a common neighborhood plan and scheme of restrictions to apply that plan and restrictions, not only to all of the land and every parcel thereof as it may be sold from time to time, but also in favor of all other parcels within the area in the hands of the present or subsequent owners thereof, and to mutually benefit, guard and restrict the present and/or future title holders or occupants of any and all said parcels and to foster the health, welfare and safety of all who own lots or reside in said area; and

WHEREAS, it is the further purpose and intention of this indenture that all requirements and duties imposed by the Missouri Clean Water Law, Chapter 204, R.S. MO., and all standards, rules and regulations adopted pursuant thereto and permits and orders issued thereunder applicable to the subdivision be complied with together with all other applicable provisions of law, federal, state, and local and that restrictive covenants be adopted for that purpose; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are hereafter termed "Restrictive Covenants" or "Restrictions" are jointly or severally for the benefit of all persons who may purchase, hold or own, from time to time, any of the several lots covered by this instrument, and are intended to run with the land and be mutually enforceable;

NOW, THEREFORE, IN CONSIDERATION of the premises and of the mutual promises, covenants and agreements contained herein and the sum of One Dollar (\$1.00) to party of the first part in hand paid by the party of the second part, the receipt of which is hereby acknowledged, and, further, in consideration of the advantages to accrue to the party of the first part, as well as to future owners of said lots into which said tract may be subdivided, and with the agreement and consent of the party of the second part to act as Trustee hereunder, the party of the first part agrees as follows:

The party of the first part or the Grantor, shall contemporaneously with the recording of each platted subdivision of the above described land, grant, bargain, sell, convey, transfer, assign and set over unto the said Trustee, his successors and assigns, all singular and several strips and parcels of land which are to be delineated and set apart as drives, lanes, circles, streets or roads on said plat of said subdivisions, together with the lakes, dams, and related facilities and facilities for the disposal of wastewater in the subdivision to be constructed by Grantor on said above described land, and said Grantor, upon the consideration heretofore recited, do also hereby agree to create, reserve and transfer, assign and grant the Trustee easements for the purposes set forth in Article III hereof, over, across, through and under all of the lots in said subdivision as marked out and set out on said plats to be filed for the subdivision of said land, including all easements and roadways. TO HAVE AND TO HOLD all of the foregoing to the Trustee, his successors and assigns, IN TRUST, upon the uses and purposes, for the

term and upon the conditions hereinafter set forth in this indenture. As used herein, the word "Trustee or Trusteeship" shall mean either a single Trustee or joint Trustees.

ARTICLE I  
ORGANIZATION OF TRUSTEESHIP

Amended October 7 , 2000, 4-12-03, 4/9/05, 4/9/11, 5/19/12, 10/6/18, 10/3/20

1. In the event of the death, resignation or inability of the herein elected Trustee or Trustees to serve in that capacity prior to the expiration of his or her term, his or her successor or successors shall be voted in by a majority vote of the lot owners to fill the unexpired term. A successor Trustee or Trustees, except in the case of filling a vacancy, shall be elected for terms of three (3) years each, but a successor Trustee elected to fill a vacancy shall be elected in the manner herein above provided. No elected Trustee may be seated on the Board of Trustees without a criminal background check; and no person shall serve on the Board of Trustees who has a felony conviction, effective immediately

- a. If a Trustee has submitted his or her written or verbal resignation, or is properly recalled by the property owners, they must wait a minimum of 2 full terms (6 years) before he or she will be eligible to serve on the Board of Trustees. Effective immediately.

2. There shall be semi-annual meetings of the lot owners at a convenient place for the transaction of such business as may properly come before said meeting, on the second Saturday in April and the first Saturday of October, beginning in the year 1987 and each year thereafter. If however, the second Saturday of April precedes Easter Sunday then the April meeting shall be held on the third Saturday of April. Notice of the date, time and place of said meeting shall be given by insertion of a notice in the newspaper circulated in Washington County, Missouri, at least seven (7) days before the date of the meeting, or, at the election of the Trustees, notice of said meeting may be made by mailing or by emailing (with signed waiver) to each lot owner a letter setting forth the date, time and place of said semi-annual meeting. Special meetings of lot owners shall be subject to these same notice requirements.

3. The successor or successors to the Trustee or Trustees whose term has expired shall be elected by the lot owners at the semi-annual meeting and the owner or owners of each lot shall be entitled to one (1) vote for each full lot owned, with a maximum of five (5), which vote may be cast in person, by absentee ballot. The person or persons receiving the highest number of votes or ballots shall be deemed elected and shall, upon his or their acceptance in writing, at once and by force of this indenture, succeed and shall be vested with, possessed of all of the estate, rights, interests, privileges and powers by this indenture granted to his or their predecessor or predecessors, Any lot owner who has failed to pay any assessment due and payable shall not be entitled to vote at any semi-annual or special meeting as provided for above. In the event any Trustee shall die, resign, or become incompetent for whatever reason to discharge the duties and avail himself or herself of or exercise the rights and powers granted herein or bestowed upon him or them as Trustees under this indenture, the property owners shall, at the next regular or special meeting following the date of the death, resignation or incompetency of said Trustee or Trustees, elect a successor to fill the unexpired term of said Trustee or Trustees. Any business relevant or pertinent to the affairs of the WOODLAND LAKES property, or subdivision thereof, may and shall be transacted at any annual or special meeting described above. One Hundred (100) property owners present at any duly called meeting shall constitute a quorum at the respective meetings.

4. There shall be seven Trustees of the subdivision and the Trustees shall be made up of owners of camping lots and residential lots. To conduct any trustee business there shall be no less than four trustees present for it to be considered a legal meeting. Trustees shall be elected following the voting procedure defined in Article XXXV.

5. At each semi-annual meeting, the Trustee or Trustees shall render an accounting of all monies received, disbursed and held by them during and at the end of the preceding fiscal year.

**ARTICLE II  
RIGHTS AND POWERS OF THE TRUSTEESHIP**

1. The Trusteeship is a legal entity and shall have the capacity and right to sue as such as shall have the right and duty to enforce, either in the Trustee's own name or in the name of any owner within the subdivision, any and all restrictive covenants and restrictions which may now or which may hereafter be imposed upon any of the lots in the WOODLAND LAKES subdivision, either in the form as originally placed or as subsequently amended. It is the intention of the Grantor, and it does so declare, that the Trustee named in this instrument shall be the Trustee for the entire tract and for any portion thereof that may be subdivided and platted into separate lots. The rights and powers of the Trusteeship set forth herein may be enforced by the lot purchasers or owners. The Trustee shall at all times exercise his rights and powers for the sole benefit of lot purchasers and lot owners.

2. The Trustee shall have the power to construct, reconstruct, improve, contract for, maintain or repair streets or roadways of any kind or qualities upon the several strips of land herein conveyed or to be conveyed to them as the property is subdivided and which are designated on said plats as streets, drives, lanes, roads and walkways, and to repair and maintain any dams, lakes and related facilities to be constructed on the above described property.

3. The Trustee shall have the right and power to provide for the plowing or removal of snow from the aforesaid streets, roadways and trailways.

4. The Trustee shall have the right and power to plant, care for, spray, trim, protect and replant shrubbery and to sow or resow, trim and care for grass in or upon the drives, streets, lanes and roads herein conveyed to him or to be conveyed, or in or upon any other areas of the subdivision.

5. The Trustee shall have the right and power to provide lights in or on all drives, lanes, circles, streets or roads, and on or at all gateways or entrances, or in such other places in or about the area covered by this indenture as he may in his judgment determine.

6. The Trustee shall have the right and power to grant easements in, over, along and under the streets, drives, lanes, or roads conveyed to him for any of the purposes set out in Article II hereof.

In addition to the foregoing rights and powers, the Trustee shall have the right and power to grant right of way easements to electric, telephone and other utilities in order to permit them to place, replace, construct, reconstruct, operate, repair, maintain and relocate thereon, and in or upon all streets, roads or highways abutting said lands, either above ground or underground or a combination of both a transmission or distribution line or system for the purpose of furnishing service to the above described premises, and to extend said line or system in the future on and across the above described tracts that may be subdivided and platted in separate lots to enable the utilities to furnish service to others and the right to have ingress and egress to, from and over the above described lands, for doing anything necessary or useful for the enjoyment of the easements granted; and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said line or system; to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

7. The Trustee shall have the right and power to construct, to operate, to lease, to purchase, or in any other manner to construct, or provide for sewers or sewage or wastewater disposal facilities, drainage, water, gas, electricity, street lighting, telephone service, or fire protection facilities to serve all or any part of said above described tracts, either in their present state or as subdivided, subject to all provisions of applicable law, federal, state and local, including, but not limited to, the Missouri Clean Water Law, Chapter 204 R.S.MO. and the regulations adopted pursuant thereto.

In providing for such services or facilities, the Trustee may himself make use of or he may convey, transfer or assign whole or partial rights in and to the easements created by this indenture, or easement created and set out on the plats of the subdivision of the within described tracts.

8. The Trusteeship shall have full right and power to control, maintain and make reasonable rules and regulations pertaining to the roadways, lakes and other common ground within the subdivision and to operate, maintain and utilize said common ground in the best interest of and for the common benefit of the lot owners; such right and power of the Trusteeship shall include, but not be limited to:

a. the right and power to provide for and maintain bath houses, where at least one bath house shall remain open and functional at all times —Five (5) bath houses shall remain open and fully operational from April 1<sup>st</sup> through September 30<sup>th</sup> of each year, swimming pools, tennis courts, playgrounds, gateways, entrances, property maintenance facilities, Trusteeship offices, drinking fountains and related facilities, lakes, streams and other ornamental or recreational features within the subdivision on the common ground and any other lands set aside for the general use of the owners of the lots in said subdivision or to which the said owners have access and the use thereof. The Trusteeship shall have the right and power to construct or maintain such boat dock facilities as it may deem necessary for the use and benefit of owners of lots in said subdivision on the above described property. The Trusteeship shall further have the power to regulate and determine the size of motors to be used on boats on the lake or lakes and the use of boats thereon.

b. the right and power to construct, operate, maintain, lease, purchase, or in any other manner provide for coin operated vending machines to dispense food, drinks, or other edible items, or to dispense such other products or services for the benefit of lot owners and guests as the Trustees may elect. Any vending machine installed under the provisions of this section shall be operated for the convenience of all lot owners, and any monies accrued by reason of said vending machines (after payment of related expenses) shall be deposited into the general revenue account of the Trusteeship for the benefit of all lot owners. The term “vending machine” as used herein shall include coin operated telephones.

c. the right and power to construct, operate, maintain, lease, purchase, or in any other manner provide for concession stands, snack bars, or similar facilities to offer for sale to lot owners and their guests prepared food items, sundries, and similar convenience items. Any such facility shall be operated for the convenience of all lot owners, and any monies accrued by said facility (after payment of related expenses) shall be deposited into the general revenue account of the Trusteeship for the benefit of all lot owners.

9. The Trustee shall have the right and power to care for and maintain any and all vacant lots and the lake and lakefront in said subdivision, remove weeds and cut grass thereon, to pick up and remove therefrom loose materials, trash and rubbish of all kinds, and to do anything and all other things necessary or desirable in the judgment of the Trustee to keep such vacant and unimproved property and said lake and lakefront neat in appearance and in good order. After construction of improvements on a lot if a lot owner does not mow and keep his lot free of weeds, the Trustee reserves the right to mow and clean up said lot and to charge such owner a reasonable fee for this service, In addition, the Trustee shall have the right to cause all wastewater disposal facilities on lots to be pumped so as to assure compliance with the Missouri Clean Water Law, regulations and standards. Failure to pay the charge where it has become necessary to mow and clean said lot or to pump wastewater and sewage shall give the right to the Trustee, or his agent, to place a lien against the property for this service and to collect therefore in a action in debt. The Trustee shall also have the right to remove debris, trash, or any unsightly accumulation of materials or junk from lots upon giving lot purchasers or owners fifteen (15) days prior written notice of his intention to do so.

### ARTICLE III

#### ASSESSMENTS BY THE TRUSTEE

Last Amended 10-5-02, 4-13-03, 4-17-04, 4/9/05, 4/8/06, 10/02/10, 4/13/13, 10/04/14, 10/3/20,  
10/02/2021, 10/01/2022

1. The Trusteeship is hereby authorized, empowered and granted the right to make and/or collect assessments upon and against the said several lots and said parcels of land in the subdivision as platted and recorded by National Development Co., Inc. and the owners thereof for the purpose and at the rates and on the conditions hereinafter provided:

(A). There shall be a uniform annual assessment of One Hundred Thirteen Dollars (\$113.00) per lot, per year, effective October 4, 2014, and One Hundred Eighty Dollars (\$180.00) per Owner Entity, effective September 1, 2022, upon and against the several lots or parcels of land in said subdivision for the purpose of carrying out the general duties and powers of the Trustees as described herein and for the further purpose of enabling the Trusteeship to defend and enforce the restrictive covenants as herein described. At least, but not less than three dollars (\$3.00) per lot per year of the said annual assessment shall be allocated for the stocking of our lakes and at least but not less than five dollars (\$5.00) per lot per year shall be allocated for repairing only gravel roads and at least, but not less than, Twelve Dollars (\$12.00) per owner entity shall be allocated to be only used for the purpose of re-sealing and repairing hard surface roadways within the Woodland Lakes Subdivision. Twenty-five Thousand dollars (\$25,000.00) per year to be placed in a dedicated fund entitled "Lake Special Account" for the purpose of maintaining, repairing and improving the lakes, dams and spillways within the Subdivision. Fifty Thousand dollars (\$50,000.00) will be placed annually in an account dedicated solely for the repair and replacement of equipment. Commencing in the fiscal year beginning September 1<sup>st</sup>, 2004 the uniform annual assessment for each fiscal year shall be due and payable on September 1<sup>st</sup> of each fiscal year.

(B) Special assessments can be made and collected by the Trusteeship with approval of the lot owners as set forth herein whenever it becomes necessary to make any expenditures requiring an assessment in addition to the uniform annual assessment. In order to obtain approval from the lot owners for any special assessment, the Trusteeship shall transmit in writing to the owners of lots, prior to the meeting, for their approval, an outline of the plan for the project contemplated and the estimated amount required for completion of same, and the total special assessment required. If such project and the assessment so stated be approved at a meeting of the lot owners, duly called and held in the manner provided by this indenture, by a two-thirds majority vote of the property owners present at the meeting, the special assessment shall become immediately due and payable as of the date of said meeting or at such other time as identified in the special assessment proposal and notice of such special assessment shall be promulgated by the Trusteeship. Although the property owners may approve more than one special assessment at any time, each special assessment so approved shall not exceed the sum of Twenty-five Dollars (\$25.00) per lot or per owner as the case may be per fiscal year. Any funds collected, after a five year period, shall be credited to the general revenue account (with the exception on those which do not have an ending timeframe.)

(C) The assessments referred to herein, either annual or special, shall apply to all lots owned by the developer that have been offered and are unsold as of the assessment date so that the assessments hereunder shall apply to the developer on the same basis as other lot purchasers and owners.

2. All assessments, either annual or special, shall from the day they are due (together with any and all interest and costs of collection, including attorney fees, and charges, which may be lawfully made by or under the authority of the indenture) constitute an automatic lien on the assessed lots and the personal obligation of the owner(s) of such lots until fully paid. Such assessments (together with any and all interest and costs of collection, including attorney fees, and charges, which may be lawfully made by or under the authority of the indenture) shall bear interest at the rate of 1.5 percent per month if not paid within thirty (30) days of the date when due. The Trusteeship may, in addition, execute and acknowledge an instrument reciting the existence of the assessments with respect to any one or more lots and cause same to be recorded in the office of the Recorder of Deeds, and the Trusteeship may upon payment, cancel or release any one or more lots from the liability of assessments by executing, acknowledging, and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any property affected) a release of such assessment with respect to any lot or lots affected. The Trusteeship may institute proceedings to foreclose the lien imposed by the failure to pay assessments (together with any and all interest and costs of collection, including attorney fees, and charges, which may be lawfully made by or under authority of the indenture) under this instrument in a court of competent jurisdiction. Lot purchases and owners may also enforce this Article for the failure to pay lot assessments (together with any and all interest and costs of collection, attorney fees, and charges, which may be lawfully made by or under authority of the indenture).

3. All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri now existing or which may hereafter exist are hereby referred to and made a part of this instrument and the Trustees shall have the right to employ any procedures described therein or under Chapter 443. R.S.MO. ( as relating to deeds of trust) to effectuate collection of any assessments hereunder.

ARTICLE IV  
RESTRICTIVE COVENANTS  
AMENDED APRIL 15, 2023

1. For a property owner (an owner of any Woodland Lakes property by fee simple title, warranty, or quit claim deed) to be considered "In Good Standing" all assessments, fines and charges which may be lawfully made by or under the authority of this indenture, must be paid in full at all times or entered into a payment plan agreement with the Trusteeship. All assessments, fines or charges added to an owners' assessment account are due within 30 days of invoice date and are subject to interest charges lawfully made by or under the authority of this indenture.

- a. Any lots in Woodland Lakes sold under a contract for deed, the buyer and seller must remain in "good standing". If the seller of lots for contract for deed have unpaid assessments and/or charges on other lots, the seller and the buyer under contract for deed shall not be considered in "good standing".
- b. The buyer under such contract for deed shall not be deemed to be an "owner" of the lot(s) until the buyer has obtained and recorded a valid deed transferring the property into his/her name. Until such time, the buyer shall be deemed to be a "guest" only and subject to all restrictions, rules and regulations relating to guests of the subdivision, EXCEPT THAT such a buyer, if in good standing and not in violation of any of the restrictions, rules and regulations of Woodland Lakes subdivision, shall have the right to sign in guests.

ARTICLE V  
AMENDMENTS  
Amended October 7, 2006, October 6, 2018

1. For and during the period provided for the term of the original Trustee in Article I the provisions of this indenture may be modified or amended by the joint and concurrent action of the Grantor and the Trustee hereunder for the mutual benefit of all lots, lot purchasers and lot owners.

2. In no event shall the restrictions relating to compliance with the Missouri Clean Water Law be amended without the written consent of the Missouri Clean Water Commission.

3. Each amendment or modification to be voted on at a property owners meeting may be presented by the property owner proposing said amendment for ten (10) minutes prior to voting.

ARTICLE VI  
AMENDMENTS  
Amended April 8, 2000, April 15, 2023

1. This indenture may be changed, modified or amended in whole or in part by a two-thirds (2/3) majority vote of the property owners present at a duly called and held meeting of the lot owners (joint owners of a lot to cast one vote as they amongst themselves determine), with the following exceptions:

- a. In the event any provision of the Indenture presently in force or enacted in the future requires for amendment thereof a percentage vote in excess of two-thirds (2/3) of the property owners present at such a meeting, such higher vote shall be required to amend such provision; and

b. The uniform annual assessment provided for in Article III of this Indenture may be increased by a majority vote of the property owners present at such a meeting.

2. Any person shall be considered as an owner entitled to vote for any purpose provided for in this indenture provided said person is the owner by fee simple title, warranty deed or quit claim deed; and provided that said person shall have fully paid all assessments and charges which may be lawfully made by or under authority of this indenture.

3. In no event shall the restrictions relating to compliance with the Missouri Clean Water Law be amended without the written consent of the Missouri Clean Water commission.

This amendment shall be effective April 18, 1993.

#### ARTICLE VII AMENDMENTS

Last Amended 10-7-95, 4/8/06, 10/7/06, 4/14/07, 05/19/12, 4/15/23

1 (A). There shall be a special assessment of twenty dollars (\$20.00) per year beginning immediately and continuing for a term of ten (10) years against all new property owners (A new owner being defined as someone, who does not already own property, and is purchasing a lot in Woodland Lakes. Adding/deleting a name does not constitute new owner status) for the purpose of continuing providing electrical transmission and distribution lines accessible to all property owners within the Woodland Lakes Subdivision. When necessary, the Trusteeship will utilize these funds to pay for new poles to be set by the Electric company for new electric installs. The Trusteeship will also contribute up to \$2,000.00 to be paid directly to a licensed and bonded contractor, approved by the Trusteeship, for the clearing of easement to said poles. The property owner requesting new service shall be responsible for the remainder of the cost of easement clearing. The property owner shall also be responsible for obtaining a contract and submitting the same to the Trusteeship for approval before any work can begin. Effective April 14, 2012 any funds exceeding \$40,000 can be spent, at the discretion of the full board of trustees, on Lakes, Dams & Spillways only.

~~2. No assessment shall be considered paid for the purpose of granting voting privileges unless said payment shall have been paid ten (10) days prior to the election where such vote shall be cast. Eliminate this paragraph in its entirety. So everyone can vote. Property owners need to be in good standing.~~

3. Beginning as of the 1991 property owners' meeting the board of Trustees shall consist of seven property owners, in good standing, each serving a three year term. A board members' name may be placed on the ballot for recall with a six-sevenths (6/7) vote of the Trustees or, twelve notarized petitions signed by property owners. Reason for the recall shall be clearly stated by the Board members, and/or the property owners' petitions, and shall be stated on the recall Ballot. The recall vote requires a 2/3 majority vote of the property owners present at a duly called regular or special property owners meeting.

Ballots will be counted immediately following adjournment of said meeting adhering to existing ballot counting procedures. Recall of said board member, if passed will be effective immediately.

Changes to this amendment will require a two-thirds (2/3) majority vote of the property owners present at a duly called regular or special meeting.

4. The Trustee Board shall hold monthly meetings January through December. One copy of the minutes of these meetings shall be furnished free of charge to any property owner upon request. Any additional copies of same will be charged for as they are now. A previous month's cash flow report will be available at each monthly board meeting to all property owners. This cash flow will detail beginning bank balances plus all income received less expenditures to arrive at end of month's bank balance. The cash



flow report will consist of operating and payroll accounts. Along with this will be a dedicated fund sheet, to show cash flow activity on every other bank statement.

5. The Woodland Lakes Trusteeship, Inc. is empowered to borrow money on behalf of the association. Any action requiring the indebtedness of the property owners must be approved by a two-thirds majority vote of the voters present at a meeting.

6. The Trustees have the right and power to prohibit the discharge of firearms and fireworks within the development. If a fireworks display is being put on by professionals, with emergency vehicles available, the Trustees have the right to agree to a fireworks display should they so determine.

7. Trustees can accept late or partial payments and payments designated as "payment in full" without losing any of the rights under this agreement to collect all amounts including interest, legal fees and bad check charges that are due.

8. The Trustees have the right and power to enforce all the applicable rules of this indenture towards and against the guests of property owners and, additionally the right to deny access to guests of property owners not conforming to the rules and regulations.

9. The Trustees have the right and power to establish and enforce traffic regulations, and rules and regulations regarding the destruction or vandalism of property owned in common.

#### ARTICLE VIII AMENDMENTS

1. No person serving as an elected or appointed Trustee or any relative of an Trustee, may be employed as a paid employee by the Trusteeship. All current employees are "grandfathered" in their jobs. Future changes to this amendment require a three-fourths (3/4) majority vote of the eligible voters present at a duly called meeting.

2. No person serving as a Trustee shall be paid any remuneration of any kind whatsoever by the Trusteeship for fulfilling the duties of Trustee as outlined in this Trust Indenture. However, actual documented out of pocket expenses made on behalf of and in the benefit of the Trusteeship are to be considered reimbursable expenses. Changes to this amendment require a three-fourths (3/4) majority vote of the eligible voters present at a duly called meeting.

#### ARTICLE IX AMENDMENTS

1. A tract of land being the Southeast Quarter and the East One-half of Lot 1 and the East One-half of Lot 2, and the south 690 feet of the East One-half of Lot 3 all in Section 6, Township 39 North, Range 1 West, all in Washington County, Missouri, is hereby incorporated, subject to purchase by National Development Co., Inc., and subject to all terms and conditions of the Trust Indenture and Restrictive Covenants and Conditions, into a subdivision of land known as Woodland Lakes Subdivision.

#### ARTICLE X RESTRICTIVE COVENANTS AMENDMENTS Amended 10-3-92, 10-6-18

1. Effective October 3, 1992 any and all amendments made to the Trust Indenture must be presented for a vote of the property owners present at a duly called meeting following the rules & procedures outlined in this Article X. Notice of amendments proposed by any property owner other than Trustees must be submitted to the Trustees a minimum of ninety (90) days in advance of any regular or special meeting.

Notice of amendments proposed by the Trustees and other property owners must be mailed by First Class mail or by emailing (with signed waiver) to all property owners a minimum of thirty (30) days in advance of any regular or special meeting. The exact wording, in correct legal format, of the amendments must be sent with the notice of proposed amendment.

Changes to this amendment will require a two-thirds (2/3) majority vote of the property owners present at a duly called regular or special meeting.

ARTICLE XI  
RESTRICTIVE COVENANTS

Amended 10-3-92, 4-17-93, 10-3-93, 4-8-95 4-12-03, 10-6-18, 04-10-21, 4-9-22, 10-01-2022

1. This Trust Indenture and these covenants are applicable to the entire WOODLAND LAKES subdivision and all plats thereof, and shall run with the land and shall be binding upon all parties hereto and all persons claiming under them including lot purchasers and owners. The use and enjoyment of each lot in the subdivision is subject to the rights and of the Trustees and Trusteeship established in this instrument and these restrictive covenants, or as same may hereafter be amended. The provisions of this Trust Indenture and these restrictive covenants are mutually enforceable by the Trusteeship and each lot purchaser or owner and shall be applied uniformly to every lot.

2. There shall be four (4) types of property located within the subdivision, identified as:

a. "Common Ground," being all strips and parcels of land delineated as and constituting the drives, lanes, circles, streets or roads on the plats of the subdivision; the lakes, dams, swimming pool and related facilities; and all other land, lots and facilities designated as common ground on any subdivision plat or owned, maintained, operated and/or constructed by the Trusteeship for the use or benefit of all lot owners;

b. "Commercial Lots," being the lots upon which this Indenture and these restrictions permit a commercial or business use, to-wit: Lots 1-12 and 63 and 64 of Block 1 in Section 11;

c. "Camping Lots," means any lot within the subdivision (not owned by the Trustees or Trusteeship) being less than 15,000 square feet in area. The intended use of camping lots is for temporary recreational enjoyment versus the establishment of a residence. The placement or erection of mobile homes, modular homes, or permanent residences are prohibited as they would violate the "camping" nature of said lots.

d. "Residential," being all lots or land within the subdivision not owned by the Trusteeship and not falling within the definition of "Commercial Lots and "Camping Lots". Residential lots shall be designated as "Multi-Purpose."

No more than one (1) permanent single family dwelling may be placed or constructed on any residential lot. Constructed dwellings must have no less than 720 square feet of heated living area exclusive of porches, patios, garages, basements and attics. Mobile homes or modular homes shall be allowed on residential lots and shall contain no less than 720 square feet in size of enclosed, heated living space. The property owners, byvoting in favor of this amendment on October 7, 2023, hereby agree that all plat restrictions in conflict with this Article XI are hereby delared null and void.

All constructed dwellings shall face the street or road upon which the lot fronts and no part thereof shall be nearer than twenty-five (25) feet from the front lot line, and the distance from each side of the dwelling shall be no closer than five (5) feet from the side of the line of said lot. When the lot topography is not conducive to these limits, the Trustees may allow a variance therefrom. All such dwellings shall be constructed of new materials. There shall be no shed roofs and all buildings shall be finished and painted or stained on the outside. No basement shall be occupied until living accommodations are completed.

Any improvements shall be completed on the exterior within six (6) months after construction starts. All other structures shall be in the rear of the living accommodations and shall be slightly of neat construction, and of a character to enhance the value of the property. A garage may be constructed separately or attached to the dwelling, but must be of the same construction material as the living accommodations and the exterior of it must be finished in the same manner as the living accommodations (except in the case of mobile homes). No building shall be constructed below the flood plain elevation line notwithstanding other provisions herein. All structures, buildings, fences, swimming pools and other improvements must be approved by the Trusteeship prior to their construction or placement on any lot within the subdivision and all plans for such must be submitted to the Trusteeship for approval at least thirty (30) days prior to the date of commencement of construction or placement.

3. All lot owners shall have the right to use the roads, streets, drives, lanes and circles within the subdivision as a means of ingress and egress and all other common property within the subdivision, subject to the reasonable rules and regulations promulgated by the Trustees pertaining thereto. Property owners not in good standing shall be denied vehicular ingress to the roadways and common areas of the subdivision and shall be prohibited from operating vehicles while in the subdivision. Exceptions may be made by the Office Staff or any one Trustee to grant entry by single-entry pass for specific purposes including, but not limited to: to secure property after any property damage or removal of personal items from the lot. Property owners in good standing, who violate the rules for common ground use may be fined at the rates listed below. In addition, at the discretion of the board of trustees, the violator may be prohibited from operating motorized vehicles within the subdivision. Should the nature of a rule violation warrant it, the Board of Trustees reserve the right to waive the first, second and third penalties as noted and proceed with immediate action including but not limited to: maximum fine amounts, suspension of common ground privileges and/or legal action.

- First offense -- \$50.00 fine and a warning
- Second offense -- \$100.00 fine and a temporary revocation of privileges
- Third offense -- \$200.00 fine and revocation of privileges

Guests repeatedly violating the rules for common ground use may be required to leave the subdivision, and denied entry in the future.

Any fine assessed will be added to the property owner's assessment account and must be paid in full before automobile stickers and owner identification cards will be issued. Fines for violations of guests will be added to the property owner's assessment account. Interest will accumulate at the same rate as the assessments.

4. No signs may be placed or maintained on any lot other than the name or address of the owner, which signs shall be no larger than two (2) feet long and one (1) foot wide. Each lot must be mowed and kept free of weeds and underbrush for the general appearance of the subdivision and prevention of fire.

5. No debris, trash or unsightly accumulation of materials or junk shall be allowed to remain on the premises and outside storage facilities will be permitted only if prior approval thereof has been obtained from the Trustees in writing.

6. No animals shall be kept, maintained or raised on said premises except house pets, which shall be kept on a leash when on said premises when not in an enclosure. No poultry or livestock such as horses, cattle or pigs shall be allowed within the confines of the subdivision. No noxious or offensive activity shall be carried on any lot nor shall anything be done thereon which may be or become a nuisance or annoyance.

7. Before any dwelling, modular, or mobile home is placed on any lot within the subdivision, the lot owner or purchaser must first apply for and obtain a permit for the installation of both a water well and for the installation of approved sewage or wastewater disposal facilities from the Trusteeship. Approved sewage or wastewater disposal facilities and water well must be installed and in operation before a dwelling, modular, or mobile home is occupied. The Trustees approval of any wastewater

facilities shall not constitute any representation or warranty by the Trustees that such facility will operate properly or in accordance with applicable law.

8. Water wells installed by lot purchasers or owners must be cased and sealed with grouting or other appropriate material. Written evidence shall be provided to the Trustees by the lot purchasers or owners that individual drilled wells conform to these standards and applicable law. If connecting to an existing well owned by another, an agreement must be provided by the water well owner, expressing their willingness to provide waiver to another. Should the agreement be terminated, the well owner must notify the Trustee Office immediately and another connection or individual well completed within thirty (30) days. Current residents not in compliance as of October 6, 2001 shall be given six months to come into compliance or face revocation of the permits issued for their dwelling, modular, or mobile home.

9. This amendment is required by the rules and regulations of the Department of Natural Resources and the Washington County Health Department. The Washington County Health Department is the governing authority, with respect to Woodland Lakes, for all onsite waste-water treatment (septic) systems including holding tanks that receive less than or equal to 3,000 gallons per day of domestic wastewater. There shall be no new onsite waste-water treatment systems including holding tanks of any nature placed on any lots designated as "camping" lots. No permit for any waste-water treatment systems for "Residential" lots shall be issued without an approved permit from the Washington County Health Department and a soil morphology/soil evaluation having been performed, at the lot owner's or purchaser's expense, by a professional engineer registered in the State of Missouri indicating that effluent shall be contained on the lot as required by the rules and regulations of the Missouri Clean Water Commission, Department of Natural Resources. The size, design and construction of an aerator shall comport with applicable laws.

- a. To become a permanent resident on a residential lot, you must first have a well, State approved waste-water treatment (septic) system and a home of the appropriate size for the lot designation.
- b. There shall be no permanent residences including cabins or other structures that could be used for residential purposes allowed on camping lots. Only camper-type vehicles or sheds no more than 420 sq ft are allowed on camping lots. Usage of camping lots are limited to no more than 180 overnight stays per 12-month period. Lot owners shall have year-round access to their lot and other amenities within Woodland Lakes for maintenance and enjoyment purposes.

10. In the event that any Residential lot does not pass a soils and site evaluation, then the lot purchaser or owner shall contact the Washington County Health Department to determine if a holding tank is a viable option under their permitting authority, The size of said holding tank shall be of a design and construction as required by law and approved by the Washington County Health Department. Each lot purchaser or owner shall be required to cause said holding tank to be regularly pumped by any person, firm or corporation approved by the Trustees in order to assure compliance with applicable law.

11. No new onsite waste-water treatment (septic) systems including "holding tanks" of any size or nature shall be placed or installed on a camping lot, except those contained within a commercially manufactured camper-type vehicle.

12. The Trustees shall maintain periodic inspections of all sewage disposal facilities. Upon the failure of any lot purchaser or owner to properly maintain any sewage disposal facility in accordance with the standards set forth in this Article or in the permit for construction granted by Trustees, the Trustees shall then and there, on behalf of all the other owners, take such action as shall be necessary to restore the facility to approved standards, all at the expense of the owner, including the costs of an action for injunctive relief.

13. Any structure, building, or mobile home or camper must be approved by a Trustee or Trusteeship representative before being built or located on a lot. Recreational vehicles and mobile homes shall be of commercial manufacture. Pending the construction or placement of a mobile home or constructed dwelling, lot purchasers may, upon approval of a Trustee / Trusteeship representative, use a

motor home or camper of an approved character on a temporary basis. Permanent or temporary structures including but not limited to camping cabins shall be permitted in the part or parts of the subdivision designated as "multi-purpose lots" with the expressed written approval of the Trusteeship via the permit process upon such terms and conditions as the Trusteeship determines.

Sheds shall not exceed 420-sq. ft. on lots designated as camping only lots.

Camping cabins shall not exceed 520-sq. ft. on lots designated as Multi-Purpose.

14. If any lot owner or purchaser shall violate or attempt to violate or omit to perform any covenant or restriction contained in this instrument, then the Trustees may proceed in law or in equity against the person or persons violating or attempting to violate or omitting to perform such covenant either to prevent it, or them from doing so or to recover damages or other dues for such infringement or omission. In this event, the Trustees shall be entitled to the cost of court, including reasonable attorney's fees, in addition to any damages or remedies found by such court, should it be determined by such court that a violation, infringement or omission had occurred. Should a property owner allow property or structures to fall into a state of disrepair or become unsightly, or should a property owner construct a structure or use a structure in violation of permit requirements, the Trustees shall have the power to cause the removal of the property or structure from the development at the property owner's expense, or at the Trustees' option, the Trustees may cause the repair or improvement of the property or structure to bring it within an acceptable condition. Removed property considered by a reasonable person to be trash may be disposed of by the Trustees.

15. These covenants are several. Invalidation of any of said covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

16. It is in the best interest of the community as a whole to preserve the Subdivision as a community in which the lots are occupied and utilized predominantly by the owners. Accordingly, the purpose of this Article is to foster owner-occupancy, improve stability among residents, inhibit transiency, and protect property values. This Article pertains to all lots in Woodland Lakes with the exception of Commercial Lots and Common Ground.

- a. An Owner may lease/rent his or her lot only if the lot contains a permanent residence (a permanent residence is defined by a home of appropriate size for the type of lot for which it is placed that also has a functioning, state approved well & septic system) if:
  - i. The owner provides the Trusteeship with a copy of the executed lease with a term of 12 months together with the names and contact information of the tenant and all occupants.
  - ii. Any renewal or extension of the lease is provided to the Trusteeship, in writing, at least ten (10) days prior to its commencement date.
  - iii. Resident tenants will have the opportunity to get windshield decals for their vehicles, purchase family and guest passes in the same manner as property owners.
  - iv. Owner retains the right to vote, the duty to pay assessments, fines and other charges by the association and the obligation to maintain the lot.
  - v. If a lease is terminated for any reason, it is the property owner's responsibility to inform the Trusteeship, in writing.
- b. No lot other than those that contain a permanent residence may be leased/rented.
- c. No lot may be leased on a nightly, weekly, or monthly basis.
- d. No lot may be conveyed under a time-sharing plan. The leasing/renting limitations of this Article shall be deemed a reasonable restraint on alienation and not a change in the use of lots, which shall continue to be used for single-family residential purposes.
- e. The Board of Trustees may adopt such rules, regulations, and forms as it deems reasonable and necessary to implement the provisions of this Article.
- f. If an Owner signs-in different guests and the Board of Trustees reasonably believes that the Owner may be abusing the privilege of guests accessing and using the amenities of the community to evade any provisions of this Article, the Board may, after notice and opportunity

to be heard, suspend, or limit an owner's privilege to have guests' access and use the amenities in addition to any other remedies at law or equity.

17. RIDE IN GUESTS/FAMILY: Property owners who intend to leave their family and/or guests (that rode into the development with the property owner or in someone else's vehicle) unaccompanied inside Woodland Lakes for any reason or any length of time must first register their guest/family at the gate before departing.

ARTICLE XII  
AMENDMENTS  
Amended 4/9/11

1. There shall be a not-for-profit corporation organized and known as the "Woodland Lakes Trusteeship, Inc." (the "Trusteeship") which after the date of its incorporation shall become the successor and assign of the original subdivision Trustee and shall have and accede to all of the rights, powers and authority granted to the subdivision Trustee as set forth in this Indenture of Trust. Said corporation shall be governed by a board of directors consisting of seven (7) members who shall be known as "trustees" and who shall be elected in the manner set forth herein. The members of the board shall elect from amongst themselves such corporate officers as allowed by law. Nothing in this paragraph shall affect the status or terms of the members of the board of directors (trustees) in office on April 14, 1991.

ARTICLE XIII  
AMENDMENTS

Effective April 14, 1991, no property owner shall keep or maintain any recreational vehicle of the type commonly known as a "slide-in camper" (i.e., any camping type structure or facility which can be installed or inserted into a pickup truck), whether or not commercially manufactured, on any lot within the development. Slide-in campers existing on lots within the development on April 14, 1991, shall be removed from the development when the lot on which they are located is sold or otherwise transfers ownership.

ARTICLE XIV  
AMENDMENTS  
Adopted April 14, 1991 / Amended October 2, 2021

Effective October 2, 2021, (Note\* In this section, a vehicle refers to any motorized vehicle to include ATV's, UTV's, boats and any other motorized component utilized for transport.) no lot owner or guest shall leave any vehicle at any time on any lot, roadway, or other common ground within the development, when such vehicle shall be inoperable or abandoned. Vehicles which are inoperable shall be considered abandoned unless repairs shall be completed on them and the vehicle becomes operable within a reasonable time, said reasonable time to be determined in the discretion of the Trustees. Vehicles which are legally registered, and vehicles in regular use, whether or not registered, shall not be considered inoperable unless abandoned on common ground, roadway, or roadway right-of-way. A vehicle and/or camper is considered abandoned if left upon any portion of the development roadway while unattended. Prior to causing any such vehicle or camper to be removed from the development, the Trustees and their acting officials shall make every reasonable attempt to contact the owner and provide a minimum of 48-hours' notice, with the exception of vehicles or campers parked upon the roadways or causing a safety concern due to their location. Any vehicle or camper removed from the development by order of the Trustees, or their acting officials, shall be removed by a licensed towing company and stored as allowed by applicable law and at the owner's expense. If a vehicle or camper is parked improperly on common ground, parking lots, or grassy areas, the vehicle or camper may be towed at the owner's expense. Vehicles or campers that are impeding the flow of traffic, causing a safety hazard, or blocking other vehicles may be towed immediately without warning.

ARTICLE XV  
AMENDMENT  
Adopted 10-5-91 / Amended 10-3-93

Motorcycles, A.T.V.'s, dune buggies, boats and jet skis shall be brought into the Woodland lakes development by property owners and their families only.

All above mentioned vehicles shall be owned by the property owner and/or their family. Proof of ownership shall be required.

ARTICLE XVI  
AMENDMENT  
Adopted 10-5-91

The Trustees of Woodland Lakes shall obtain a yearly audit of the financial records of the Woodland Lakes Trusteeship. This audit is to be prepared by an independent certified public accountant, and such audit is to be presented at the Spring Property Owners Meeting.

ARTICLE XVII  
AMENDMENT  
Adopted 10-5-91

The Woodland Lakes board of trustees shall have the right and power upon application and for good cause shown to grant variances to the Restrictive Covenants upon such terms and conditions that the board may in its discretion impose. Any variance shall require the unanimous approval of the entire board of trustees.

ARTICLE XVIII  
Adopted 4-11-92

Trustees are to be elected by the property owners at any duly called regular or special meeting. The spouse of a Trustee may not be elected to a term as trustee until his or her spouse's term has expired. Spouses may not serve as trustee at the same time. Changes to this amendment require a three-fourths (3/4) majority vote.

ARTICLE XIX  
Amended 4-17-93

No more than one member of the same family may serve on the Board of Trustees of Woodland Lakes Trusteeship at the same time. A member of a family is herein defined as any relation by blood or marriage, including mother, father, son, daughter, brother, sister, aunt, or uncle or in-laws to the same extent. This amendment shall become effective as of the April, 1993 property owners meeting.

ARTICLE XX  
Adopted 4-11-92

Trustees shall serve for a period of no more than 4 (four) consecutive terms in office. After a period of one full year from the end of the 3<sup>rd</sup> year of last term held, a former trustee if he or she chooses to run for office again, may register for election at the proper time according to the procedure outlined in the Indenture. Any Trustee seated upon the date of effectiveness of this amendment, if they chose to run again, will have their current consecutive time of service counted as part of the 4-term limit.

Additionally, Notice will be made of the 60 Day Trustee Candidate registration deadline before the next election; to include information re: dates of pending deadline and election/owner's meeting, how to apply and the requirements to be a Trustee candidate and number of positions to be filled. After the registration deadline, notice will be made of all Trustee candidates and the number of positions to be

filled. These notices, when and where applicable, will start 5 weeks before the deadline through to the election and will be made on at least one online communication platform, hosted, and administered by the Woodland Lakes Trusteeship. All candidates will be included in the semiannual newsletter sent prior to that election. Effective October 8, 2023

#### ARTICLE XXI

This article was deleted in its entirety on October 3, 1992.

#### ARTICLE XXII Changed 04/12/03

##### Procedures Handbook

This handbook contains procedures for conducting the various operations of the Woodland Lakes Trusteeship, Inc. in administering the Woodland Lakes development located in Washington County, Missouri. The primary governing document for the Trusteeship is the *Trust Indenture and Restrictive Covenants*, also referred to herein as the 'Trust Indenture', which takes precedence over these procedures in case of contradiction.

Procedures contained in this handbook are organized into categories insofar as possible. Procedures not related to any category are included in the General Procedures section. This handbook also contains sections delineating the general duties of Trustees, Managers, and employees. These lists of duties are not intended to be all-inclusive, but to serve as guidelines in describing the various positions of Trusteeship personnel.

This handbook of procedures is intended to be a living document, that is, one which will be revised periodically as procedures or requirements change. Revisions will be the responsibility of the Board of Trustees. A revision record is included in this procedure to allow holders of the document to verify their version's current status. Once the procedure handbook is adopted, all revisions shall be indicated in the revision record upon approval by the Board of Trustees. An exception to this policy shall be that resolutions adopted by the Trustees may immediately be incorporated into Appendix A of this document without creating a formal revision to the document.

Within three months of any election of any new Trustee, the sitting Board of Trustees shall ratify this document as the official procedures for the Trusteeship, concurrently making any required revisions.

Copies of this procedures document shall be maintained in the Trustee Office, in the gate house, and in the maintenance facility for easy reference by employees and property owners. Any property owner may obtain a copy for his or her personal use from the Trustee Office.

Changes to this amendment will require a two-thirds (2/3) majority vote of the property owners present at a duly called regular or special meeting.

#### ARTICLE XXIII Adopted 4-9-94

Unless otherwise defined within the Indenture, when the words family or family member appear in this document they shall be understood to identify any of the following: spouse, mother, father, son, daughter, sister, brother or grandchild by blood, marriage or adoption.



ARTICLE XXIV

This amendment was deleted in entirety on April 9, 2011. The special assessment was completed in 2000.

ARTICLE XXV  
Adopted 10-5-96

No trustee or family member may be employed by Woodland Lakes until a minimum of 6 months have passed since they have left office either by resignation or normal term ends.

ARTICLE XXVI

This amendment was deleted in its entirety at the October 7, 2017 Property Owner meeting.

ARTICLE XXVII  
New Amendment  
October 7, 2000

This amendment was deleted in its entirety at the October 6, 2018 Property Owner meeting.

ARTICLE XXVIII  
New Amendment  
October 7, 2000

Anyone damaging, defacing or vandalizing the bathhouses shall be liable and charged for all costs of repairing or restoring same, and if a visitor, shall be restricted from the development for a period of 1 year. Violators shall also be liable for all costs of collection, including attorneys' fees.

ARTICLE XXIX

This amendment was deleted in entirety on April 9, 2011. The special assessment was completed in 2006.

ARTICLE XXX  
New Amendment  
October 5, 2002

Woodland Lakes, a gated community, embraces enforcement of the laws of the land.

The gate at the Woodland Lakes entrance will be opened to all valid law enforcement agencies without question or delay.

Woodland Lakes encourages all valid law enforcement agencies to perform enforcement activities within its boundaries to ensure that there is compliance with the laws of the land and that just and proper penalties be imposed for non-compliance with said laws.

The elected Board of Trustees and their appointed representatives will have no power to curtail or in any way intervene with law enforcement agencies while they are performing enforcement activities within the boundaries of Woodland Lakes.

Property Owners, their families, and guests agree that the laws of the land are valid within the boundaries of Woodland Lakes and encourage valid law enforcement agencies to maintain order in the community.

The "Rules" of Woodland Lakes, where not covered by existing county, state, or federal law, are not enforceable by valid law enforcement agencies and are within the purview of the Elected Board of Trustees or their appointed representatives.

This amendment will stand-alone and supersede all other references to "Laws & Enforcement" within the Woodland Lakes Indenture and S.O.P.

This amendment can only be changed, modified or eliminated by a 66% vote of group of valid Woodland Lakes Property Owners in good standing.

Valid Law Enforcement agencies are defined as agencies commissioned by County, State and Federal Governments. Private Security Individuals and Firms are not part of this definition.

ARTICLE XXXI  
Amended

October 1, 2005, May 29, 2012, October 6, 2018, July 11, 2020, October 3, 2020, April 13, 2024

Effective immediately, any and all mandatory future monetary fees, for any and all purposes, shall be presented to the property owners for approval.

To pass, this amendment will require a two-thirds (2/3) majority vote of the property owners eligible to vote and are present at a duly called or special meeting.

To change this amendment will require a three-fourths (3/4) majority vote of the property owners eligible to vote and are present at a duly called or special meeting.

1. Effective April 14, 2012, the Woodland Lakes Trusteeship, Inc. can accept credit/debit cards in the trusteeship office. The cost of the equipment and monthly service charge will be paid by the trusteeship. All transaction fees charged for the use of said credit/debit cards will be charged to the owner at the time of purchase.

2. Effective April 13, 2024 there will be a \$25.00 charge per guest vehicle for entry on the three major holiday weekends. (Memorial Day, July 4<sup>th</sup> as determined by the board of trustees and Labor Day). The charge can be paid at the gate by the owner when the temporary guest pass is completed or a pre-purchased guest tag will be available for purchase by the property owner at the office.

ARTICLE XXXII  
New Amendment  
April 12, 2008

The Trusteeship shall distribute at both the April and October Property Owner Meeting a written listing of any and all procedural changes made to the Standard Operating Procedure and any new Policies that have been adopted by the Board since the last Property Owner Meeting. A listing of how each Board member voted for each change or addition shall be included.

ARTICLE XXXIII  
New Article  
October 3, 2009

This 10 year/\$12.00 road paving assessment failed at the June 13, 2020 Property Owners meeting and removed at that time.

ARTICLE XXXIV  
RESTRICTIVE COVENANTS  
October 3, 2009, October 1, 2022

Entry of Property Owners into Woodland Lakes Subdivision

Property Owners desiring entry into the Woodland Lakes Subdivision must be properly identified before entry will be permitted.

1. Property owners displaying a current Woodland Lakes windshield decal shall be immediately admitted. To obtain a "Windshield Decal" for their legally licensed vehicle, visual proof of a

valid operator's license issued by the State in which they reside, current registration and insurance of said vehicle is required.

2. Any property owner who does not have a current Woodland Lakes Windshield Decal properly affixed to the legally licensed vehicle in which he or she arrives may gain entry into the subdivision by showing a Property Owner Identification Card picture identification, and the vehicle's current proof of insurance. All motor vehicles that are subject to licensing by the state coming into Woodland Lakes must be legally licensed and insured at all times. A Woodland Lakes Windshield Decal which is not affixed to a vehicle will not be recognized as a valid method of entry. The property owner shall be issued a Temporary Property Owner Vehicle Identification Card and logged in on the owner log. This card shall be displayed on the dashboard of the vehicle at all times while it is in the development and shall be surrendered to the gatekeeper upon exit.

a. Any property owner wanting to bring in a motor vehicle for recreational use, upon approval of a Trustee or Trusteeship representative, may register the same by providing proof of ownership, current proof of insurance and purchasing a Special Woodland Lakes decal. Motor vehicles registered for recreational use, as well as all registered toys, must be covered by a minimum of liability insurance at all times while operating inside Woodland Lakes.

3. Property Owners shall not be admitted into the subdivision on a guest pass, family pass, or guest card other than their own Owners Identification Card.

ARTICLE XXXV  
4/9/11, 4/15/2023

Voting Procedure: The following procedure will be used in the election of Trustees as well as voting on amendments to the Trust Indenture. There shall be one vote per lot up to a maximum of five (5) votes per entity, which may be cast in person or by absentee ballot. An entity is an owner, or group of owners, of lots titled exactly on all lots owned by that/those individual(s). There will be one ballot issued with the appropriate number of lots marked for counting purposes. The owners of said lots will decide amongst themselves how to vote the ballot. When an owner is named in more than one entity, the owners of said lot(s), will decide amongst themselves who will receive the ballot. Any one of the said owners may cast the ballot, even if they are holding a ballot from another entity. Any person shall be considered as an owner entitled to vote for any purpose provided for in this indenture provided said person is the owner by fee simple title, warranty deed, or quit claim deed; and provided that said person shall have fully paid all assessments and charges which may be lawfully made by or under authority of the indenture or have entered into a payment plan agreement with the Trusteeship.

ARTICLE XXXVI  
10/1/2011

SPECIAL ASSESSMENT

There shall be a Special Assessment in the amount of (\$10.00) Ten dollars for five years, (2013, 2014, 2015, 2016, 2017 fiscal years) levied against and upon each Owner Entity within the subdivision. The due dates will be September 1, 2012, September 1, 2013, September 1, 2014, September 1, 2015 and September 1, 2016. This special assessment will provide funding to replace both pools located by the Community Center. Any funds remaining or collected after the construction and replacement of the pool are completed, will be retained as dedicated funding for future maintenance and/or improvements of the pool. If this amendment passes it would generate approximately \$248,000.00.

The replacement would involve: Replacement of the existing pool and kiddie pool; replacing the existing pump and filter system; replacing the concrete decking around the pool; replacing the fence and gate around the pool; replacing the lighting and water heaters in the pool shower house; replacing safety equipment around the pool and interest to be paid to the bank for loans to replace the pool.

Approval of this amendment would grant the Board of Trustees permission to obtain a bank loan for the improvement.

ARTICLE XXXVII  
4/11/15

Community Center Assessment

There shall be a regular assessment increase in the amount of One Dollar (\$1.00) levied against and upon each Owner Entity within the subdivision starting September 1, 2015 (FY 2016).

All monies collected from this assessment increase will be deposited in the Community Center dedicated account and can only be spent on electricity, repairs or improvements to the Community Center.

ARTICLE XXXVIII  
10/1/16, 04-10-21

Property owners and their guests will be fined for the following violations, plus the cost of repairs.

- Unattended fires which require our employees to put out.
- Vandalism of bathhouses, pool, concession stand, community center or any other facility.
- Damage to roadways.
- Damage to lakes, dams or spillways.
- Misuse of trash Dumpsters

Fines will be charged at the following rates:

- First offense -- \$50.00
- Second offense -- \$100.00
- Third offense -- \$200.00

Should the nature of a rule violation warrant it, the Board of Trustees reserve the right to waive the first, second and third penalties as noted and proceed with immediate action including but not limited to: maximum fine amounts, suspension of common ground privileges, or legal action.

Any fine assessed will be added to the property owner's assessment account and must be paid in full before automobile stickers and owner identification cards will be issued. Fines for violations of guests will be added to the property owner's assessment account. Interest will accumulate at the same rate as the assessments.

ARTICLE XXXVIII  
04/14/2018

Security Equipment Assessment

There shall be a regular assessment increase in the amount of Four Dollars and Fifty Cents (\$4.50) levied against and upon each Owner Entity within the subdivision starting September 1, 2018 (FY 2019).

All monies collected from this assessment increase will be deposited in the Electronic Security dedicated account and can only be spent on security related items i.e. upgrading/adding security cameras, supplies to install/monitor security cameras, electronic entry equipment or any other security related item.

In witness whereof, on this 24 day of April, 2024, the Trustees of Woodland Lakes Subdivision have executed this Amended Trust Indenture and Restrictive Covenants and Conditions pertaining to a subdivision of land in Washington County, Missouri on behalf of the property owners in said subdivision; said Amended Trust Indenture being amended as written herein at the Semi-Annual meeting of the property owners held on the 13<sup>th</sup> day of April, 2024.

Cecil Edgar  
CECIL EDGAR

Jayson Smith  
JAYSON SMITH

John Kimack  
JOHN KIMACK

Robert Weider  
ROBERT WEIDER

Matthew Schrick  
MATTHEW SCHRICK

Rodney Heinlein  
RODNEY HEINLEIN

Randolph Torralba  
RANDOLPH TORRALBA

**Acknowledgment**

State Of Missouri )  
County Of Washington ) ss

On this 24 day of APRIL, 2024, personally appeared before me, CECIL EDGAR, JAYSON SMITH, JOHN KIMACK, ROBERT WEIDER, MATTHEW SCHRICK, RODNEY HEINLEIN & RANDOLPH TORRALBA who stated to me that they are Trustees of Woodland Lakes Subdivision, a subdivision in Washington County, and that they executed this instrument with the authority of the property owners of Woodland Lakes subdivision and by the authority granted to said Trustees in the Trust Indenture and Restrictive Covenants and Conditions pertaining to said subdivision, and acknowledged that they executed this instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my signature and notary seal this

24 day of April, 2024.

Christina M. Scroggins  
Notary Public,

5/14/2027  
My commission expires

CHRISTINA M. SCROGGINS  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
MY COMMISSION EXPIRES MAY 14, 2027  
WASHINGTON COUNTY  
COMMISSION #15635369

CHANGES MADE TO THIS INDENTURE 04-13-2024

SUBMITTED BY JIMMY DAVIS

ARTICLE XXXI  
April 13, 2024

2. Effective ~~October 3, 2020~~ **April 13, 2024** there will be a ~~\$10.00~~ **\$25.00** charge per guest vehicle for entry on the three major holiday weekends. (Memorial Day, July 4<sup>th</sup> as determined by the board of trustees and Labor Day).