

DECLARATION OF COVENANTS
DOGWOOD LAKE

THIS DECLARATION is made this 10th day of October 1999 by Dogwood Lake Lot Owners Association, a Missouri Corporation, hereinafter referred to as "The Association".

RECITALS

The Association is the owner of certain real property located in Warren County, Missouri, said property is known as "Dogwood Lake" and is herein after sometimes referred to as the Property".

Dogwood Lake is a private campsite. All amenities including the clubhouse, bath-houses, etc., are to be used communally by the private campsite owners equally.

ARTICLE I

DEFINITION OF TERMS

The terms set out below shall have the meanings indicated unless the context clearly requires another meaning:

- a. "Articles" means the Articles of Incorporation of the Association.
- b. "Association" means the Dogwood Lake Lot Owners Association.
- c. "Board" means the Board of Directors of the Association.
- d. "By-Laws" means the By-Laws of the Association.
- e. "Committee" means the environmental Committee.
- f. "Common Property" means the portion of the property designated as Common Property on the Plats of the Property and all property hereafter acquired by the Association and so designated together with all improvements which may at any time be constructed on said Common Property, including trails, parks, lakes, ponds, dams, swimming pools, tennis courts and buildings.
- g. "Household" means a family group which regularly and customarily resides together.
- h. "Lots" means any Lot designated on any Plat of the Property.

i. "Owner" means the holder of all or any part of the legal title to any Lot. It shall not include any person purchasing a Lot under a contract for deed or its equivalent.

j. Plat means any Plat of the Property filed for record with the Record of Deeds of Warren County, Missouri.

k. "Recreational Vehicle" means any vehicle or cab designed or used in connection with recreation, camping or traveling as temporary living quarters, whether or not it is self-propelled or is mounted on or drawn by another vehicle. It shall not include any trailer requiring special highway movement permits.

ARTICLE II

RESTRICTION ON OWNERSHIP OF LOTS

A lot may be owned jointly or in common by persons who are not all members of the same household.

ARTICLE III

LAND USE

a. Lots. Lots shall be used as campsites only. No Lot shall be occupied continuously for more than six months in any period of twelve consecutive months. No Lot shall be the primary or principal residence of the owner or occupant thereof. All recreational vehicles shall be maintained in an operable condition at all times. No vehicle that has been converted to a Recreational Vehicle shall be placed on any Lot without advance written approval of the Board.

b. Common Property. All Common Property is and shall remain private property, unless expressly dedicated to public use. Neither the execution nor the recordation of any Plat shall be construed as dedication to the public or any Common Property thereon.

Any conveyance of Common Property to the Association shall be subject to such easements, right-of-way and restrictions as then appear of record.

The use and enjoyment of Common Property, whether before or after conveyance to the Association, shall be subject to the Articles and By-Laws of the Association and to the rules and regulations promulgated thereunder governing the use of such property and improvements thereon from time to time; provided, however, that no such Article, By-Law, rule or regulation shall be inconsistent with or contrary to these Restrictions.

At any time after conveyance to the Association of any Common Property, the Association may, upon the affirmative vote of two-thirds (2/3) of its members entitled to vote, offer to dedicate any such property to public use. Such offer shall be subject to acceptance by the appropriate governmental authority. If accepted, the Common Property so offered shall become dedicated to public use.

ARTICLE IV

LOT RESTRICTIONS

a. No Permanent Improvements. No improvements shall be erected, affixed, placed or constructed upon any Lot (except storage sheds, driveways and parking areas) without written approval by the Committee as to form, size and location.

b. Maintenance of Lots. All Lots, whether occupied or unoccupied, and everything thereon whether vegetation, personal property or improvements shall at all times be maintained in such a manner as to prevent them from becoming, in the opinion of the Board, unsightly, unsanitary or a hazard to health. If not so maintained, the Board shall have the right to do so. No person shall permit the accumulation of litter, refuse or junk on any Lot or Common Property. If it is allowed to accumulate on any Lot, the Board shall have the right to remove it. The cost of such maintenance and/or removal undertaken by the Board shall be paid by the Lot owner. Until the Lot owner reimburses the Association for such costs and the fees and disbursements of counsel, there shall be a lien on said Lot. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any such work.

c. Waste Disposal. No person shall permit or allow the dumping or placement of any sewage or sanitary waste anywhere within the property except in those places designated by the Association. No outside toilets whether portable or not shall be erected or maintained on any Lot.

d. Fences. Except with the consent of the Committee all property lines shall be kept free and open and no fences or wall of any kind shall be permitted thereon.

e. Nuisances. No obnoxious or offensive activities or nuisances and no excessive noise shall be permitted on any campsite.

f. Signs. No person shall erect or maintain any sign without the consent of the Committee.

g. Animals. All pets shall be kept confined or on a leash. All pets must be inoculated against rabies.

h. Limit of Occupancy. Except with the consent of the Board not more than one recreational vehicle may be parked or placed upon any Lot

i. Garbage and Refuse Disposal. No person shall burn trash, garbage or refuse on any Lot. All such refuse shall be placed and kept in approved receptacles and removed promptly from the Lot.

j. Camping Accessories. Notwithstanding any provisions herein contained to the contrary, picnic tables, benches, fire boxes or fireplaces and similar items of personal property may be kept on a Lot providing they meet the stipulations set forth in Article III, Lot Use, a. and Article IV, Lot Restrictions, b.

k. Tents. Unless actually occupied and in use, no tent shall be left standing overnight on any lot during the period between December 1st and the following April 1st.

l. Removal of Trees. No trees over four (4) inches in diameter may be removed from any lot without the prior written consent of the Committee.

m. Docks and Piers. No dock, or pier or other similar structure may be erected, constructed or placed within any lake, stream or pond except by the Association.

n. Ditches and Swales. All drainage ditches and swales located on a Lot shall be kept free and unobstructed and in good repair by the owner of the Lot. Culverts shall be installed upon each Lot by the owner thereof as may be reasonably required for proper drainage.

o. Wells. No drilling for water or digging of water wells shall be permitted on any Lot.

p. Vehicle Parking. No vehicle shall be parked on any street or roadway within the Property except in those areas designated by the Association.

q. Use of Lakes, Ponds and Streams. The use of the lakes, ponds and streams situated within the Property shall be subject to such Rules and Regulations as the Board may from time to time establish. In no event may any type of boat ever be used upon any said lakes or ponds other than row boats, canoes, sailboats or fishing boats. No motor shall ever be used on any lake, pond or stream within the Property, except electric trolling motors.

r. Burning. All fires shall be contained within approved camp stoves, ovens or pits. Fires to burn cut brush and leaves may be permitted by the Association upon approval.

s. Television and Radio Antennae. Except with the approval of the Committee, no radio or television antennae shall be erected, strung or placed on any Lot.

t. Mini Bikes. No two wheel powered or unlicensed powered vehicles shall be operated at Dogwood Lake without approval of the Board.

u. Firearms/Fireworks. No firearms shall be discharged at Dogwood Lake. Fireworks shall be discharged from the large Dam or Beach over water only.

v. Fishing. Missouri Conservation Commission Rules and Regulations pertaining to Fishing shall be applicable to all Lakes, Ponds and Streams.

w. Pesticides. The use of Pesticides, Herbicides, Weed Killers and Fertilizers is not permitted without the prior written consent of the Committee.

ARTICLE V

LAKES, PONDS AND STREAMS

a. Responsibility for Damage. The Association shall not be liable for any damage caused in whole or in part by erosion, washing, flooding or the action of the water of any lake, pond or stream or surface runoff or drainage.

b. Right to Change Level of Lake. The Association shall have the right to raise or lower the water level of any lake, pond or stream.

c. Regulation of Use. The association shall have the right, power and privilege to regulate the use of any lake, pond or stream.

ARTICLE VI

THE ENVIRONMENTAL COMMITTEE

a. Committee Membership. The Committee shall be composed of three members appointed by and serving at the pleasure of the Board.

b. General Powers. All improvements constructed or placed on any Lot must first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it

c. Rules and Regulations. The Committee may, from time to time, adopt written rules and regulations of general application governing its procedures which shall include, among other things, provisions for the form and content of applications.

d. Administration Fees. As a means of defraying its expense, the Committee may institute and require a reasonable filing fee of not more than .0025 of the estimated cost of the proposed improvement. .No additional fee shall be required for resubmission of the same application. .

e. Liability. Notwithstanding the approval by the Committee of plans and specifications or its inspection of the work in progress, neither it, the Association, nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.

f. Appeals. Any applicant shall have the right to appeal to the Board any decision of the Committee within thirty days thereafter. The appeal shall be in writing and shall contain a brief statement of the facts and the reasons why the appellant feels aggrieved.

ARTICLE VII

THE ASSOCIATION

a. General. The Board has incorporated Dogwood Lake Lot Owners Association as a Missouri not-for-profit corporation. The Association shall have such duties, rights and powers not inconsistent with these Restrictions as are set forth in its Articles and By-Laws from time to time.

b. Membership. The owners of Lots shall be members of the Association. Each Lot shall be entitled to one vote on any matter coming before the Association for vote. A person who is the owner of more than one Lot shall be entitled to a vote for each Lot he owns. If a Lot is owned by more than one person, the owners thereof shall designate one of their member as the vote. If they fail to so designate, the voter shall be designated by the Board.

ARTICLE VIII

ASSESSMENTS

a. General. The Association will levy an annual assessment in the sum of \$200.00 per Lot, to be paid in the manner specified in the Articles or By-Laws of the Association for the purpose of providing for a general fund to enable the Association to perform its duties and to provide for maintenance of the common property, security and for water used. The above assessment is due and payable January 1 of each year and becomes delinquent on April 1 of that year. Anyone

owning a lot or lots at Dogwood Lake will not be issued keys for the gate until all dues and assessments are paid in full. There will be no charge for the privilege of tapping on to the water line, but all costs and expenses of making the tap will be the obligation of the Lot Owner.

b. Limit of Assessments. All annual and special assessments shall be equally apportioned by the Board against all Lots. The aggregate amount of annual and special assessments for any one year shall not exceed the sum of \$200.00, provided that this limit may be increased or decreased by a majority vote of those present and qualified to vote at the annual meeting of the property owners.

c. Exception. The costs of maintenance and removal mentioned in subsection (b) of Article IV shall not be deemed to be either an annual or special assessment.

ARTICLE IX

SALE OF LOTS BY BOARD

If a lien is placed against a Lot pursuant to subsection (b) of Article IV and is not discharged by payment thereof within one year, the Board shall have the power to sell the Lot in question at public or private sale to the highest bidder for cash. Any deed from the Board to the successful bidder shall convey fee simple ownership to said bidder and all the rights, title and interest of the prior owner shall be erased and eliminated thereby. The owner of the Lot being sold shall be notified by registered mail at least thirty days prior to the date, time and place of sale. The proceeds, if any, of such sale, shall be applied first to the payment of the lien, next to the payment of all costs and expenses of sale and finally to the former owner of the Lot.

ARTICLE X

ADDITIONAL LAND

The Association or its successor may, from time to time, add such other land to "The Property" and subject said land to this Declaration of Covenants, as is not or hereafter owned or approved, for addition, provided that the land so added to "The Property" and subject to this Declaration be situated adjacent to "The Property", and said land added shall at the time of the addition be bound by this Declaration of Covenants and any future modifications thereof.

ARTICLE XI

AMENDMENTS

Until the Developer notifies the Board pursuant to Article VI a., and 2/3's of all the Lots have been sold, the Developer may, acting unilaterally and without consent of any Lot owner or other person acquiring any right, title or interest in any of the property described in Exhibit A, may amend this Declaration of Covenants provided, however that the Developer may not amend Article VIII b., from and after the time that the Developer notifies the Board as aforesaid that two-thirds of Lots have been sold the Lot Owners Association shall have the right to amend these Covenants by the approval of the Board of Directors and a vote of Fifty-five percent (55%) of all lots (including proxies), at a Lot owners meeting.

ARTICLE XII

SAVING CLAUSE

A cancellation of any of these covenants by judgment or other order shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE XIII

From and after the date the Developer, pursuant to other provisions contained herein, turns operation of the property over to the Association, all references to the "Developer" contained herein shall, from and after being turned over to the Association, be of not force or effect. At such time, control of the development shall rest in the Association alone, subject to these Covenants.

IN WITNESS WHEREOF, the Board has signed this Declaration the date first mentioned above.

DOGWOOD LAKE LOT OWNERS ASSOCIATION

By: Robert H. Stockmann
President

ATTEST:

A. Hight
Secretary

This is a replication of the original document on file with the Warren County Recorder of Deeds, Warrenton, Missouri. (Book 1027, Pages 817 through 825)