

# **DEED OF RESTRICTIONS LAKE WAUKOMIS, MISSOURI**

These covenants, conditions, and restrictions, approved on the date hereinafter set forth, amends in total the Restrictions Governing Lake Waukomis Subdivision, which were recorded October 6, 1947, in Book 152, Page 602, with the Platte County, Missouri, Recorder of Deeds Office, and extended on August 1, 1972 recorded in Book 372, Page 302, with the Platte County Recorder of Deeds Office, and amended on July 12, 1995, pursuant to duly entered Judgment of the Platte County Circuit Court as recorded in Book 830, Page 887, and last recorded January 29, 1996 in Book 839, Page 978 with the Platte County Recorder of Deeds Office.

The following covenants and restrictions are made by and between the members and property owners of Lake Waukomis Association and Subdivision and the Lake Waukomis Association, Inc. for the mutual consideration indicated. Deeds to each Lot in this subdivision will be made subject to the following covenants and restrictions, and shall be binding on the owners of said Lots and shall run with the land in perpetuity.

## **ARTICLE I DEFINITIONS**

1. "Association" shall mean and refer to the Lake Waukomis Association, Inc., its successors and assigns.
2. "Common Area" shall mean and refer to all real property owned or leased by the Association for the common use and enjoyment of the members of the Association. This includes the lakebed parkways, all unplatted property, roads, and the community building.
3. "Lot" shall mean and refer to any plot or parcel of land shown upon the recorded subdivision plat of the Lake Waukomis subdivision.
4. "Member" shall mean and refer to having membership in the Lake Waukomis Association.
5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
6. "Board of Directors" shall mean and refer to the Board of Directors of the Lake Waukomis Association, Inc.
7. "Building Inspector" shall mean and refer to the Building Inspector's office of the City of Lake Waukomis.
8. "City" shall mean and refer to the City of Lake Waukomis.
9. "Lake" shall mean and refer to the 90 acre body of water located within the City of Lake Waukomis.
10. "Recreational Vehicle" shall mean a vehicular-type unit primarily designed to provide temporary living quarters for recreational or travel use, that either has its own motive power, or is towed by another vehicle.

## **ARTICLE II GENERAL PROVISIONS**

### **Section 1. Enforcement of Covenants and Restrictions**

- a) The Association, or any Member, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Deed of Restrictions.
- b) Failure by the Association or a Member to enforce any covenant or restriction herein shall not be deemed a waiver of the right to do so thereafter

### **Section 2. Severability.**

- a) Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

### **Section 3. Amendment.**

- a) The covenant and restrictions of this Deed of Restrictions may be amended at any time in whole or part by written consent of two-thirds (2/3) of the Members (property owners) of the Association membership duly recorded with the Platte County, MO, Recorder.

### **Section 4. Duration.**

- a) This Deed of Restrictions herein shall be perpetual unless amended in accordance with Section 3 (a).

## **ARTICLE III MEMBERSHIP**

### **Section 1. Members.**

- a) Every person or entity that is a record Owner of a fee or undivided fee interest in any Lot in the Lake Waukomis Subdivision shall be a Member of the Association. This is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

### **Section 2. Voting Rights.**

- a) Amendments to Deed of Restrictions: Members who have paid all assessments prescribed in Article IV, shall be considered to be members in good standing and shall be entitled to one vote. When a Member holds interest in more than one Lot, he shall be entitled to only one vote regardless of the number of Lots held. When more than one Owner holds interest in any Lot, all such Owners shall be Members, but shall be entitled to only one vote in the aggregate, which may be exercised by a majority of the holders of such interest.
- b) All Other Association Issues Requiring a Vote: Voting rights for these issues are prescribed in the By-Laws of the Association.

### **Section 3. Property Rights.**

- a) Every Member shall have a right and easement of enjoyment in and to any Common Area and the Lake, subject to the following provisions:
- 1) The right of the Association to establish rules and regulations relating to the guests of Members.
  - 2) The right of the Association to make reasonable rules and regulations and impose reasonable restrictions upon such use and enjoyment for the benefit of all Members and their guests.

### **Section 4. Holding Association Office.**

- a) No person shall hold office in the Association unless he or she is legally qualified to vote in Platte County, Missouri and shall at the time of election be a member in good standing.

## **ARTICLE IV COVENANT FOR ASSESSMENTS**

### **Section 1. Creation of the Lien and Personal Obligation of Assessments.**

The Association shall have the right to assess the Owner of any Lot and the Owner of any Lot, by acceptance of a deed therefore, agrees to pay to the Association (a) annual assessments, (b) special assessments for capital improvements and extraordinary maintenance expense, and (c) special individual maintenance assessments. The assessments shall be fixed, established, and collected as hereinafter provided. The annual and special assessments, together with interest and costs of collection to include attorney fees incurred, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which the assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the property at the time when the assessment fell due. The personal obligation shall not pass to successors in title unless expressly assumed by them.

### **Section 2. Purpose of Assessments.**

- a) Annual Assessments: The annual assessments levied by the Association shall be used for the routine and normal recurring expense required for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Lake Waukomis subdivision, and in particular for the improvements and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the buildings situated thereon, and for any other purpose which is necessary or desirable for the maintenance and improvement of the Common Area or which is to be of general benefit to the Owners and Occupants.
- b) Special Assessments: The Association may levy a uniform special assessment against all Lots for the purpose of defraying the cost of any construction, repair, or replacement of a capital improvement or extraordinary maintenance expense related to the Common Area, including related fixtures and facilities.
- c) Special Individual Maintenance Assessments: A special maintenance assessment may be imposed by the Board of Directors of the Association upon any Lot for the purpose of maintaining the exterior appearance if the Owner shall have failed or refused to do so, including, but not limited to, mowing grass, cleaning of unsightly brush and debris, and making other exterior improvements which may be necessary

to keep the Owner's property from deteriorating or becoming unsightly. For the purpose solely of performing the exterior maintenance authorized by this paragraph, representatives of the Association and its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon the Lot at reasonable hours.

### **Section 3. Rate of Assessment.**

- (a) Starting in 1996, the rate for the annual assessment will be established by authorization of a majority vote of the Members present and voting in person or by absentee ballot at an annual or special membership meeting. The assessment rate for future years will not require approval of the Membership unless the rate exceeds the rate last authorized. Any increase from the last authorized rate must be approved by a majority vote of the Members present and voting in a person or by absentee ballot at an annual or special membership meeting.
- (b) The special assessment rate and duration of the assessment must be approved by a majority vote of the Members present and voting in person or by absentee ballot at an annual or special membership meeting.
- (c) The rate of the annual assessment and the special assessment shall be levied based on the front footage of the Lot. For the purposes of this assessment, a Lot shall not be considered to have less than 50 front feet nor more than 100 front feet, and where more than one Lot is used for the construction of a single home site, the combined Lots shall not be considered as having more than 100 feet. For more than one Lot to qualify for the 100 foot maximum assessed footage, said Lots cannot have vacant land that could be used for an additional home site. For purposes of this covenant, said vacant land for a home site shall be considered to have at least 50 front feet, be at least 80 feet in depth, and be able to satisfy current building code standards.
- (d) All Lots abutting the lake shore parkway shall be considered as "first tier" Lots and the front of the "first tier" lots shall be considered the lakeside thereof. All other Lots not abutting the lake shore parkway shall be termed "second tier" Lots and the front of all "second tier" Lots shall be that side of such Lot abutting the street or road.

### **Section 4. Collection of Assessments.**

- (a) The annual assessment and the special assessment are due to be paid by August 1 of each year, and are for the current calendar year. Assessments not paid within 30 days of the due date shall be considered delinquent and shall bear interest at the maximum rate allowed by law. If the assessments remain unpaid for sixty days from the due date, the assessment sum, together with interest, a reasonable attorney's fees and court costs shall be collectable as a lien upon said Lot in and by suit, action or other proceedings in any court of Platte County, Missouri.
- (b) Special individual maintenance assessments shall be due within 30 days of the receipt of the Association's statement for the expense incurred by the Association in correcting the maintenance problem. The statement shall be sent to the Lot owner by certified mail. If the assessment remains unpaid for sixty days from the receipt date of the statement, collection procedures as outlined in Section 4 (a) of this Article shall be imposed.

## **ARTICLE V ARCHITECTURAL CONTROL**

### **Section 1. Approval of Plans.**

- (a) No residence, building, or other structure may be erected on any lot without obtaining approval by the Building Inspector of the City of Lake Waukomis. A complete set of architect's plans and specifications must be submitted to the Building Inspector before any work can be started.
- (b) No improvements or alterations to any existing structure which materially changes the exterior appearance shall be made or done without the approval of the Building Inspector.
- (c) No building or construction of any kind may be made or done on the Parkway without the written consent of the Association.
- (d) The construction of all docks must conform to the rules and regulations as prescribed by the Association. A permit from the Building Inspector must also be obtained.

### **Section 2. Set-Back Lines.**

- (a) First tier Lots: The main body of the residence must be at least twenty-five feet from the front line of the Lot. No porch or deck, or part thereof, shall be within fifteen feet from the front line of the Lot. No building shall be nearer than five feet from the side lines of a Lot. All other set-back lines will be specified by the City Building Code.
- (b) Second-tier Lots: No building shall be nearer than five feet from the side lines of a Lot. All other set-back lines will be specified by the City Building Code.

### **Section 3. Other Restrictions.**

- (a) No outbuildings shall be built on a Lot. All garages, carports and storage facilities must be attached to or built in as part of the residence.
- (b) No basement, tent, shack, mobile home, or garage shall be used as a residence temporarily or permanently. No residence shall be occupied until fully completed unless written permission from the Building Inspector is obtained.
- (c) No residence shall be designed or converted for the use of more than one family.

## **ARTICLE VI USE OF LAND**

### **Section 1. Residential Lots.**

- (a) Single Family Occupancy: Any residence erected or maintained on any Lot shall be designed for occupancy for a single family.
- (b) Commercial Use: Lots and/or living units on said Lots, in the Lake Waukomis subdivision, cannot be used for a business unless the following criteria is met:
  - (i) There is no sign advertising a business venture on this Lot.
  - (ii) There are no products of the business displayed on the Lot or adjacent thereto.
  - (iii) There is no abnormal traffic which comes to and from or is parked about the Lot responsiveness to a business venture existing on the Lot.For the purpose of this restriction, business is defined as an occupation, profession, trade, work or commerce.

- (c) Leasing: No residence on a Lot shall be leased or rented without the written consent of the Association. A signed agreement between the lessor and the Association must be completed prior to the renter occupancy. If the terms of the agreement are breached, the Association has the right to lease the property. This signed agreement must be renewed annually, or upon a change of the Lessee.
- (d) No Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise unless the transfer of a Lot who shall a Lot(s) that is sufficient in size to be considered a building lot. A building lot is defined as a lot which is large enough to allow the erection of a living unit structure that is in compliance with the City's building code.

**Section 2. Common Area.**

- (a) Every Member shall have the right of enjoyment in and to any Common Area and the Lake as provided in Article III, Section 3.
- (b) The Association Board has the right to determine the use or uses of the Common Area property and the Lake in coordination with the City of Lake Waukomis.
- (c) The Association Board has the right to establish, adopt, promulgate, amend and rescind reasonable rules and regulations pertaining to the use, operation and maintenance of Common Area property and the Lake which shall enhance the preservation of such facilities, promote the safety and convenience of the users thereof, and which shall serve to promote the best interest of the Members of the Association.

**ARTICLE VII  
GENERAL USE RESTRICTIONS**

**Section 1. Signs.** No sign other than the one designating the street address or the identifying name of the home or owner shall be allowed to appear on any lot.

**Section 2. Fences, Obstructions, and Privacy Shields:** No fence or other obstruction shall be on said lot, except a fence not over 4 feet in height and composed of either wood railings, chain link, or pickets at least 3 inches apart.

Second tier lots are excluded from this restriction for privacy shield structures. The privacy shield structure cannot be any nearer to the front of said Lot than the corner formed by the back and side of residence. The privacy shield structure cannot exceed 6 feet in height.

The restrictions in this Section do not apply to property owned by the Association.

**Section 3. Garbage and Refuse:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in clean and sanitary conditions as specified by the City Ordinance.

**Section 4. Moveable Homes:** No travel trailer or motorized home, may be permanently stored on a Lot or Common Area. Small, pop-up type camper trailers are excluded. Temporary parking up to 7y2 hours will require written permission from the Association. Owners of travel trailers and motorized homes that have been permanently stored on a Lot or Common Area prior to the enactment of this restriction, will be excluded (grandfathered)

from this restriction. Qualification for this grandfathered exclusion will require the owner to register and obtain a permit from the Association.

**Section 5. Vehicle Parking:** The parking or storing of cars, trucks, motorcycles, trailers, and other vehicles in the yard area of the Lot is prohibited. These vehicles can only be parked in areas where the surface area has been prepared with concrete, asphalt, or gravel, specifically designed as a parking area. The parking area must be connected to the road by a driveway not less than 8 feet wide.

**Section 6.** The premises of any Lot shall not be used for any unlawful purpose, or for any purpose that would injure the reputation of the neighborhood.

**Section 7.** Dumping: No refuse, garbage, cans, bottles, grass clippings, leaves, or other deleterious material shall ever be thrown or deposited in the Lake, Parkways or other Common Area locations.

**Section 8.** Ingress and Egress: The Association and the City shall have the right of ingress and egress on Lots for the purpose of repairing and maintaining sewer and water lines, and water drainage facilities owned by the Association or the City, provided, however, that dirt taken from any excavation shall be replaced and surface left as nearly as possible in its original condition.

**Section 9. Restriction Removed:** The restrictions on any single lot may be removed only by written consent, duly acknowledged and recorded, of the Association and the owners of all other Lots in the same block.

IN WITNESS WHEREOF, The Lake Waukomis Association, Inc. has caused these covenants, conditions, and restrictions to be adopted this 29<sup>th</sup> day of January 1996.