

### **RECORDING MEMORANDUM**

Instrument: Restrictions for Lake of the Woods Subdivision and Bylaws of Lake of the Woods Property Owners Association

Grantor: Lake of the Woods Property Owners Association  
c/o Sterling Management Solutions, LLC  
1324 Clarkson Clayton Ctr, #313  
Ellisville, MO 63011

Grantee: Lake of the Woods Property Owners Association  
c/o Sterling Management Solutions, LLC  
1324 Clarkson Clayton Ctr, #313  
Ellisville, MO 63011

Date: \_\_\_\_\_, 2025

Legal Description: See Exhibit "A," which is attached hereto and incorporated herein by reference

County: St. Louis County, Missouri

Reference: Book 7027, Page 2210

Return To: Sandberg Phoenix  
600 Washington Ave., 15th Floor  
St. Louis, MO 63101  
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This cover page is attached solely for the purpose of complying with the requirements stated in Mo. Rev. Stat. §§ 59.310.2 and 59.313.2 (2000). The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached instrument. In the event of a conflict between the provisions of the attached instrument and the provisions of this cover page, the attached instrument shall control.

**RESTRICTIONS FOR LAKE OF THE WOODS SUBDIVISION AND  
BYLAWS OF LAKE OF THE WOODS PROPERTY OWNERS ASSOCIATION**

THESE RESTRICTIONS ("Restrictions") for Lake of the Woods Subdivision ("Subdivision") and Bylaws of Lake of the Woods Property Owners Association is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

WHEREAS, the Subdivision is a residential community created and existing under the "Indenture of Trust and Restrictions of Lemay Woods" as recorded in Book 6884, Page 2174, as may be amended, in the records of St. Louis County, Missouri and is referred to herein as the "Original Indenture;" and

WHEREAS, Article VI, Section 6 of the Original Indenture, as amended, provides that the owners of the lots in the Subdivision are entitled to amend the Original Indenture at a properly noticed meeting where sixty-six and two-thirds percent (66 2/3%) of the votes cast approve the amendment; and

WHEREAS, the Owners desire to restate the Original Indenture to foster effective and efficient governance of the Subdivision, as more particularly set forth below.

NOW THEREFORE, the Original Indenture is hereby released in its entirety from the records of St. Louis County, Missouri, and these "Restrictions for Lake of the Woods Subdivision and Bylaws of Lake of the Woods Property Owners Association" is substituted in lieu thereof as follows:

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## I. DEFINITIONS

- I.1 **“Association”** means Lake of the Woods Property Owners Association and its successors and assigns.
- I.2 **“Board of Directors”** means the body designated to act on behalf of the Association.
- I.3 **“Common Expenses”** means expenses or financial liabilities of the Association, including: (a) expenses of administration of the Association, (b) maintenance, repair, improvements, or replacements on the Common Ground, including improvements thereon; (c) expenses relating to implementation and enforcement of the Governing Documents; (d) expenses declared to be Common Expenses herein; (e) expenses agreed upon as Common Expenses by the Association; and (f) such reasonable reserves as may be established by the Association.
- I.4 **“Common Ground”** means all the common areas and easements as depicted on the Plat, all improvements on the Common Ground, and such other common areas as the Association may acquire in the future. The Common Ground shall be held and operated for the common use and enjoyment of the Owners and residents of the Subdivision; Common Ground shall be synonymous with “common elements” as defined in UPCA.
- I.5 **“Documents” or “Governing Documents” or “Restrictions”** means these Restrictions, Plat, Articles of Incorporation, By-Law provisions herein, Rules, and any amendments.
- I.6 **“Guest”** means an invitee or licensee of a Resident or Owner of a Residence.
- I.7 **“Lot”** means a separate parcel of land, including a Residence and other improvements thereon, the location and dimensions of which are depicted on the Plat. Lot shall be synonymous with “unit” as defined in UPCA.
- I.8 **“Member in Good Standing”** means a Member that is current on any monies owed to the Association including any fines levied after notice and opportunity to be heard, is not engaged in a pending judicial or administrative proceeding adverse to the Association and has no unresolved violations.
- I.9 **“Nonprofit Corporation Act” or “NCA”** means the Missouri Nonprofit Corporation Act, Mo. Rev. Stat., Chapter 355, as may be amended.
- I.10 **“Ordinance”** means any applicable ordinance of St. Louis County, Missouri, or such local government as may have jurisdiction in the future.
- I.11 **“Original Indenture”** means the instrument described in the Recitals.

- I.12 **“Owner” or “Member”** means any Person who has a recorded fee simple title to a Lot in the Subdivision, not including any person having a security interest in the Lot, which shall be determinative upon review of the records of St. Louis County, Missouri.
- I.13 **“Plat”** means the Plats of Lake of the Woods Subdivision as more particularly described in Exhibit “A,” which is incorporated herein by reference.
- I.14 **“Residence” or “Home”** means the building on a Lot designed and intended for independent residential occupancy.
- I.15 **“Resident”** means a Person that occupies a Residence.
- I.16 **“Rules”** means rules and regulations adopted by the Board pursuant to the Governing Documents.
- I.17 **“Subdivision,” “Community” or “Lake of the Woods”** means the real property that are subject to these Restrictions.
- I.18 **“Uniform Planned Community Act” or “UPCA”** means that uniform act prepared for adoption by the Uniform Law Commission that, while not adopted in Missouri, shall apply when interpreting the Governing Documents of the Association unless otherwise defined herein.

## **II. ASSOCIATION AND GOVERNANCE**

**II.1 Association.** The Association may be operated as an unincorporated entity or may be organized as a Missouri nonprofit corporation that may be organized solely upon the discretion of the Board. In such event, the Association shall be deemed to be an assignor (“Assignor”) and the to-be-formed corporation shall be deemed to be assignee (“Assignee”) whereby the Assignor assigns to Assignee all of Assignor’s right, title and interest to its assets including but not limited to receivables, real property, personal property, tangible and intangible property, as well as its authority regarding any powers, duties and obligations of the Assignor as set forth in the Governing Documents. Assignee would be deemed to have accepting the assignment and agrees to assume, perform, and comply with and to be bound by the applicable provisions of the Governing Documents, and all the terms, provisions, and conditions of such an assignment agreement to be performed from and after the date hereof. Further, the Assignor adopts, ratifies and approves of all decisions and acts of the Assignee undertaken on behalf of the Assignor since the Assignee was organized as a Missouri nonprofit corporation. The Assignee adopts, ratifies and approves of all decisions and acts of the Assignor undertaken on behalf of the Assignee since formation of the Assignor. This Section shall be broadly interpreted to give effect to all actions undertaken by the Assignor or Assignee as the owners' association for the

Subdivision. Regardless of form, the Association shall be vested with all the powers, duties and obligations to act pursuant to the Governing Documents. Operation and administration of the Subdivision is vested in the Association.

**II.2 Membership.** Each Owner of a Lot is automatically a Member of the Association by virtue of such ownership. Membership at all times shall consist exclusively of all the Owners.

**II.3 Board of Directors.** The Board of the Association shall act on behalf of the Association in all matters except those expressly limited in the Governing Documents.

**II.4 Indemnification.** Except as may be otherwise provided in the NCA, or the Governing Documents, and except for their willful misconduct, the Members of the Association, the Board and Officers, acting within their authority, shall not be individually, or personally liable for the debts, liabilities, or obligations of the Association, except to the extent of their Common Expense liability as Members of the Association. To the extent permitted by the NCA and all applicable laws, the Association shall indemnify every Director, officer, employee, agent, volunteer, and any other person that serves at the request of the Association as a manager, director, officer, employee, volunteer, or fiduciary against any liability asserted against or incurred by such person in any such capacity or arising out of that person's capacity as such. The indemnification permitted under this Section shall be to the maximum extent permitted by law.

**II.5 Additional Sources of Authority.** For issues that may arise that are not otherwise addressed, the following additional sources of authority shall apply: (a) UPCA, (b) Uniform Common Interest Owners Act, Bill of Rights ("BOR"), and (c) Restatement (Third) of Property: Servitudes ("Restatement") (collectively, "Additional Sources"). In the event of a conflict between these Restrictions and the Additional Sources, the hierarchy shall be: (a) these Restrictions, (b) NCA, (c) UPCA, (d) BOR, and (e) Restatement.

**II.6 Powers and Duties.** The Association shall be vested, regardless of corporate status, the same powers and duties as all nonprofit corporations in Missouri and UPCA unless otherwise provided herein.

**(a) Borrowing.** The Association may not enter into a loan secured by Common Ground unless such loan is approved by 80% of the votes in the Association. The Association may assign its rights to future income (including the right to receive assessments), provided that the Owners approve as provided in Section 4.3 below.

**(b) Easements & Dedication.** The power to establish and grant easements for public utilities and private service providers in addition to any shown on the Plat in, over and through the Common Ground, and to release same,

and the power to dedicate any portion of the Common Ground to a political subdivision of the State of Missouri or utility provider. The Board is authorized to enter into such easements and dedication of Common Ground by a majority vote of the Board and without Owner approval.

**(c) Housing Corporation & Neighborhood Organization.** The Association is a local housing corporation pursuant to Mo. Rev. Stat. §441.00-441.643 and a neighborhood organization as defined in Mo. Rev. Stat. §32.105 and §447.620-447.640.

**(d) Insurance.** The power to purchase and maintain in force such insurance as deemed appropriate by the Board and to the extent reasonably available, including but not limited to property insurance covering improvements on the Common Ground, comprehensive general liability insurance, directors' and officers' liability insurance, and fidelity insurance all as set forth herein, and such other coverage as deemed appropriate by the Board, and the power to provide for the indemnification of the Directors and officers of the Board, and the Members of the Association.

**(e) Limitations on Board.** The Board shall not have any power to amend these Restrictions (except as expressly provided herein), or to terminate the Association or the Subdivision, or to elect Directors (except to fill vacancies) or determine Board qualifications, powers and duties or terms of office of Directors (except to fill vacancies), or to take any other action expressly reserved to the Owners.

**(f) Neglected Lots and Residences.** The power and right of access to a Lot, after notice and opportunity to be heard (except in an emergency as may be determined by the Board), to correct neglected conditions on any Lot; such access shall not constitute a trespass. The Owner shall be charged with the reasonable expenses so incurred, including reasonable attorney's fees, which shall be collectable in the same manner as assessments.

**(g) Rulemaking.** The power to adopt and amend Rules to carry out the intent and purposes of the Governing Documents including use of the Common Ground and the exterior of the Lots. Any Rules with respect to restrictions on use and community standards (Article V), and design review (Article VI) shall be subject to notice and opportunity to comment for the Owners prior to adoption by the Board. All Owners, their families, tenants, occupants, guests and invitees, and mortgagees, shall be subject to the Rules.

**II.7 Title to Common Ground.** Any interest in the Common Ground held under the Original Indenture shall be deemed conveyed in fee simple to the Association upon the Effective Date of these Restrictions to the same extent and effect as if this were a deed of conveyance.

### **III. MAINTENANCE AND EASEMENTS**

**III.1 Common Ground.** The Association shall be responsible for the maintenance and upkeep of the Common Ground including any improvements as a Common Expense of the Association; provided, however, the Association is not responsible for utilities, pipes, wires, water lines, wastewater lines, sewer laterals, or any other improvement serving the Lot or Residence regardless of their location, nor shall the Association have any obligation to alter the Common Ground due to water runoff or drainage from the natural flow of water. No alterations shall be made to the Common Ground without prior written permission of the Board.

**III.2 Lots.** Each Owner shall be responsible for the upkeep, maintenance, repair, and replacement of their respective Lot at the Owner's cost. All Lots and improvements thereon shall be maintained in good repair and condition. Further, the Owner shall be responsible for all utilities solely serving the Lot regardless of their location within the Subdivision.

**III.3 Failure to Maintain.** In the event an Owner fails to fulfill any responsibility set forth in this Article or causes damage to his Lot or Residence, or property of another Owner or the Common Ground, the Board may notify the Owner of the particular condition and prescribe an appropriate corrective measure and reasonable schedule for the corrective work to be completed. In the event the Owner fails to comply with said notice, the Board, after opportunity to be heard, may access the Owner's Lot and take the corrective measures and assess all costs against the Owner, which shall be collectable in the same manner as assessments.

**III.4 Easements.** In addition to the Easement otherwise of record in the records of St. Louis County, Missouri:

**(a) Common Ground.** Each Owner is vested with a perpetual easement for the use and enjoyment of the Common Ground, which shall be appurtenant to all Lots, which may be subject to Rules.

**(b) Association.** The Association, and its agents, are granted a perpetual easement in gross for ingress and egress all portions of the Subdivision to perform its duties and obligations as required under the Governing Documents. Such ingress and egress shall be reasonably exercised.

#### **IV. FINANCIAL MATTERS**

- IV.1 Covenant to Pay & Personal Liability.** Each Owner, regardless of the manner in which he acquired title to his Lot, including without limit, purchase at foreclosure or judicial sale, covenants to pay and shall be personally liable for all assessments and other charges coming due while he is Owner.

In addition to the covenant to pay, the Owner at the time an assessment is due shall be personally liable for same, together with such charges as may be imposed under these Restrictions. Personal liability for said assessment shall not pass to a successor in title unless he agrees to assume such personal obligation.

The obligation and covenant to pay may not be avoided by waiver of the use of the Common Ground or services, or by abandonment of the Lot, or by reliance upon any claim against the Association, Board, another Owner or any third party.

- IV.2 Common Expense Liability.** Common Expenses shall be allocated on the basis of equality; thus, each Lot's Common Expense Liability shall be equal to all other Lots within the Community. Provided, however, the following Common Expense may be allocated to fewer than all of the Lots:

- (a) **Requested Services.** Any Common Expense for services provided by the Association to an individual Lot at the request of the Owner, and beyond the Association's duties expressed herein or assumed, shall be assessed against the Lot which benefits from such service.
- (b) **Damages.** Any Owner, after notice and opportunity to be heard, shall be liable for any damages to any other Lot or Residence, or to the Common Ground, caused intentionally, negligently or by his failure to properly maintain, repair or make replacements to his Lot or Residence, or in connection with construction activities on the Lot.

- IV.3 Budget.** The Board shall prepare a proposed annual budget, including an estimate of the income and Common Expenses of the Association and each Owner's assessment to provide for the Common Expenses for the forthcoming year. The budget shall include a schedule of late fees and interest to be charged on delinquent accounts. The Board shall deliver the proposed budget to the Owners and set a date for a meeting of the Owners to consider ratification. Unless a majority of all Members in Good Standing reject the budget, the budget is ratified. A quorum is not required. In the event the proposed budget is rejected, the most recent budget shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board; this process shall be referred to as "Ratification Process."

- IV.4 Payment Schedule.** All assessments shall be due and payable annually. The Board may require a periodic payment schedule, but not more frequently than monthly. In the event that a delinquency in excess of 60 days occurs in the payment of any assessment that is payable in installments, the full amount of such assessment may be accelerated and collected as provided in this Article. No assessment shall be due unless notice of at least thirty (30) days has been provided.
- IV.5 Lien.** In addition to each Owner's personal liability under Section 4.1, the Association has a lien against a Lot for any assessment or fine from the time the assessment or fine becomes due, which shall include any other monies owed to the Association.
- (a) **Priority.** For any liens executed after recording of these Restrictions, a lien under this Section 4.5 is prior to all other liens and encumbrances on a Lot (including any mortgage or deed of trust) except for those liens, mortgages or deeds of trust of record at the time of the recording of these Restrictions, real estate taxes and other governmental assessments or charges against the Lot. The lien is not subject to the provisions of Mo. Rev. Stat. §513.475 (2000)(homestead exemption).
- (b) **Perfection.** The Association's lien for unpaid assessments and other charges shall be deemed perfected upon the Effective Date of these Restrictions. A notice of the Association's lien, in the Board's discretion, may be recorded in the records of St. Louis County, Missouri.
- (c) **Enforcement.** The Association may initiate suit to recover sums for which this Section creates a lien. In addition, and without waiver of any remedies, the Association's lien may be foreclosed by judicial proceeding or by publication in like manner as a mortgage on real estate or power of sale under Mo. Rev. Stat. §§ 443.290 to 443.440 (2010).
- IV.6 Costs and Attorney's Fees.** A judgment or decree in any action brought under this Article shall include all costs, attorney's fees (including costs and fees incurred in executing the judgment), and other charges owed to the Association for the prevailing party.
- IV.7 Exemptions.** The Common Ground and any Lot exempt from taxes under the laws of the State of Missouri shall be exempt from the assessments, charges and liens created herein.
- IV.8 Certificate of Payment.** The Association, within ten business days after receipt of written request by an Owner, shall furnish to him a statement setting forth the amount of monies owed by the Owner and levied against the Lot.



## **V. RESTRICTIONS AND COMMUNITY STANDARDS**

- V.1 Residential Use.** Each Lot and Residence shall be used solely for single family residential purposes including unrelated persons living together as a single family unit. No Residence, or any other structure, shall be used for a purpose other than the purpose for which it was originally designed. Further, no Residence, structure, or other building, or any portion of a Lot, shall be used in violation of any Ordinance, law, or result in an increase in the rate of insurance of the Association.
- (a) **Permanent and Height.** All Residences shall be of a permanent character and constructed on-site. No Residence or other structure shall exceed two-stories.
- (b) **Square Footage.** All Residences shall be a minimum of 1,400 square feet of interior living space excluding basement and screened in areas.
- (c) **Setback.** All Residences and structures shall comply with any and all setback requirements contained on the plat or via applicable ordinance or code, whichever is more restrictive.
- (d) **Garages.** Garages must be attached to the Residence.
- V.2 Ordinances.** All actions of Owners, Residents, and Guests and activities upon the Lots shall comply with all applicable laws, statutes, ordinances, codes and regulations (collectively "Ordinances") including limitations on occupancy and pets; provided, however: (1) the Association may, but has no obligation, to enforce, and (2) the applicability of such Ordinances does not prevent or impair the enforceability or validity of any provision of these Restrictions.
- V.3 Prohibition on Subdivision of Lot.** No Lot within the Community may be subdivided, and no Lot shall have more than one Residence. Further, no Lot shall be partitioned, or a fractional part thereof sold.
- V.4 Leasing.** The Association deems it to be in the best interests of the community as a whole to preserve the Subdivision as a community in which the Lots are occupied predominantly by the Owners. Accordingly, the purpose of this Section 5.4 is to foster Owner-occupancy and thereby improve stability among residents, inhibit transiency and protect property values, by prohibiting future owners from being able to lease and adopting reasonable regulations if a Lot is authorized to lease.

- (a) **Definition of Lease.** For purposes of this Section 5.4, the term “**Lease**” means any agreement for the exclusive possession of the Lot that creates a relationship of landlord-tenant or lessor-lessee in which the record Owner or a direct family member (defined as children, parent, grandchildren, grandparent, caregiver, in-laws, stepchildren, or siblings of the Owner) does not occupy the Lot. Any agreement purporting to convey a license versus a lease shall be treated as a lease under these Restrictions.
- (b) **Restriction on Leasing.** There shall be no leasing of Lots in the Subdivision. Leases that are legally binding at the time this Amendment is recorded are exempt from this restriction, but only until such lease expires or is otherwise terminated. No such lease may be renewed or extended.

The Board may waive the limitation on leasing in this Section 5.4 for a reasonable period of time in the event of personal hardship or unanticipated circumstances such as military service, sabbatical, job transfer, medical conditions, economic or market conditions, or other reasonable cause. Any such waiver shall be in writing and signed by the Owner and the Board. In the event a waiver is granted, the Owner may lease the Unit for the term granted in accordance with the regulations in Section 5.4(c) below.

- (c) **Lease Regulations.** Any lease permitted under this Section 5.4 and executed or renewed on or after adoption of these Restrictions shall be evidenced by a written lease agreement (“Lease”) and, whether or not expressly set forth in the Lease, shall be deemed to include the regulations contained in this Section.
- (1) **Copy of Lease.** The Owner shall furnish to the Board, at least ten (10) days before the commencement date, a copy of the executed Lease and a lease addendum if required by the Association (“Addendum”), as well as the names and contact information of the tenant and all occupants. The Lease shall comply with the Governing Documents.
- (2) **Persons Subject to Governing Documents.** The Lease, Owner and tenant(s)/occupant(s) are subject to the provisions of the Governing Documents.
- (3) **Term of Lease.** The Lease shall have an initial term twelve (12) months. Any renewal or extension of the Lease, and any sublease of the Lot or assignment of the Lease, shall be in writing and a copy submitted to the Board at least ten (10) days prior to its commencement date. Further, any lease renewal or extension may not exceed twelve (12) months at a time.

- (4) **Short Term Rentals.** No Lot may be leased on a nightly or monthly basis, or for transient or hotel purposes including home exchange, swap or via Airbnb®, VRBO® or their functional equivalent. Not less than the entire Lot may be leased. If a lease is voluntarily terminated within ninety (90) days of commencement, the Lot may not be leased for ninety (90) days after the date of termination.
- (5) **Certification.** The Owner certifies that he/she obtained a background check and provided a copy of the Governing Documents to tenant, and tenant certifies that he/she received said Documents, prior to signing the Lease.
- (6) **Assignment of Rights.** The Owner assigns to tenant all rights and privileges related to occupancy of the Lot. The 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 and carry a personal insurance policy on the Lot.
- (7) **No Time-Share.** No Lot may be conveyed under a time-sharing plan or functional equivalent. For purposes of this Section, a time-sharing plan shall include any ownership interest in a legal entity that is owner of a Lot whereby the different owners of the legal entity share or divide time for the purposes of occupancy of the Lot.
- (d) **Rulemaking.** The Board may adopt such rules, regulations, and forms as it deems reasonable and necessary to implement the provisions of this Section.
- (e) **Reasonable Restraint on Alienation.** The leasing limitations of this Section 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.
- (f) **Enforcement.** The Association is authorized to enforce any violation by tenant or occupant (regardless of relationship to Owner) of the Governing Documents, except for nonpayment of rent, and may deem such violation a default of the Lease and shall have the right, after notice to the Owner and opportunity to cure, to terminate the Lease by judicial proceeding, and shall have all other remedies under the Governing Documents. In the event the Owner fails to pay any assessment and related charges and fees for 60 days or more, the Board, upon written notice, may direct the tenant to pay rent directly to the Board which shall be applied to the Owner's account until the delinquency is paid in full; otherwise, however,

the foregoing shall not impose any direct liability on a tenant to pay any general or special assessment on behalf of the Owner.

**V.5 Pets.** Residents with pets shall be responsible for their pets and shall be courteous to other residents to ensure pets do not disturb other residents' use and enjoyment within the Subdivision including keeping pets leash in-hand and proper disposal of pet waste. No structure or enclosure for a pet shall be kept outside of a Residence. The Owner shall be responsible for any damage to any persons or property caused by a pet kept on his or her Lot.

(a) **Limitation of Liability, Indemnification & Hold Harmless.** The Association shall not be liable for injury or damage to persons or personal property caused by a pet, service animal, or any other animal even if such pet was not permitted under these Restrictions. Further, to the fullest extent of the law, the owner of the pet shall hold the Association (including the Board, Officers, Members, and its agents) harmless for actions of their pet and shall indemnify the Association for all costs, attorney's fees, and any judgment amount, related to the actions of such pet.

(b) **Domestic Animals Only.** Owners may only keep a reasonable number of domesticated animals as pets, which will be considered dogs, cats, birds, aquatic animal kept in an aquarium, or other animal as agreed to by the Board. Poultry (i.e. chickens, turkeys, geese, and similar fowl) and livestock are prohibited.

**V.6 Signs.** Signs that may be displayed under this Section shall be subject to such Rules as the Board may adopt regulating size, location, duration and related matters. Signs shall be temporary in nature, maintained in good condition, and are only permitted as follows:

(a) **Open House.** One (1) sign advertising an "open house" located adjacent to the front entrance of the Subdivision, which shall not be kept for more than four hours before the open house and must be removed not more than two hours after the open house. In addition, one (1) yard sign advertising "for sale," with the sign not to exceed 18 inches by 24 inches in dimensions.

(b) **Public Notice.** Notices required by the Ordinances or any court or governmental body or agency may be posted on a Lot, Residence or Common Ground; and

(c) **Association Signs.** The Board may place appropriate signs on the Common Ground.

- (d) **Political Signs.** Pursuant to Mo. Rev. Stat. § 442.404, the Board is authorized to adopt reasonable rules regulating political signs without the necessity of notice and comment as otherwise required herein.

**V.7 Vehicles.** Vehicles within the Subdivision are subject to the following limitations:

- (a) **Impermissible Visible Vehicles.** No Person shall park or store any derelict, abandoned or unlicensed vehicle, or truck equal to or over three-quarter (3/4) ton, a camper, mobile home, recreation vehicle (“RVs”), boat or boat trailer, utility or similar trailer, lawn equipment, or commercial vehicle within the Subdivision unless it is parked or stored within an enclosed garage, except that trailers or RVs may be kept on a paved pad on the side of the Residence, not to exceed the front wall of the Residence. The term “commercial vehicle” means any vehicle that displays advertising of a business to the public to such an extent that over twenty percent (20%) of the surface area of the vehicle (excluding windows and wheels) is covered and/or has commercial tools, equipment, or materials in the bed, or on top or side, of such vehicle visible to the public.
- (b) **Maintenance and Repairs.** Except for emergency repairs, repairs lasting twenty-four (24) hours or less in duration, and washing, no other maintenance or repairs shall be conducted within the Subdivision unless done so in an enclosed garage.
- (c) **Vehicle Sightlines.** No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic, including but not limited to cul-de-sac areas.
- (d) **Other Motorized Vehicles.** Use of go-kart, all-terrain vehicle (ATV), dirt bike or any other type of motorized vehicle is not permitted, nor may such vehicles be stored anywhere except in an enclosed garage. Lawn mowers shall not be considered to be a motorized vehicle. Golf carts may be operated in the Subdivision only by a licensed driver. Golf carts must also be stored in an enclosed garage.
- (e) **Dumpsters and Storage Containers.** No Person shall park or keep a Dumpster® or Portable Storage Unit (such as a PODS®) on his Lot without prior consent of the Board. Permitted use of Portable Storage Unit or Dumpster shall not exceed fourteen (14) days unless approved by the Board for Alterations (as defined in Article VI below) to the Residence or Lot. Application for approval shall be made under the provisions of Article VI.
- (f) **Rulemaking.** The Board may adopt reasonable rules and regulations related to parking with the Subdivision including limiting parking in certain

areas of the Common Ground or on one side of a street, and may prohibit (or limit) location of dumpsters and storage containers from being kept on a street within the Community.

(g) **Enforcement.** Any violation of this Section may be enforced, after notice and opportunity to be heard (except for emergencies), by levying a reasonable fine and/or towing of the offending vehicle or other object, at the expense of the Owner and/or other violating person. Owner shall be responsible for any fine incurred by such violating person associated with such Lot. Said remedies shall be supplemental to any relief and remedies otherwise provided in the Governing Documents and the Ordinances.

(h) **Limitation of Liability, Indemnification & Hold Harmless.** The Association shall not be liable for injury or damage to persons or personal property caused by a vehicle even if such vehicle was not permitted under this Section. Further, to the fullest extent of the law, the owner and operator of the vehicle shall hold the Association (including the Board, Officers, Members, and its agents) harmless for their actions in operation of the vehicle and shall indemnify the Association for all costs, attorney's fees, and any judgment amount.

V.8 **Commercial Activities.** A Resident may maintain a home occupation in his or her Residence, but only if it is incidental to residential use (such as home office and telecommuting) and does not involve interference with parking, physical alteration of the Residence, observable business activity such as signs or advertising displays, an unreasonable number of deliveries or of pedestrian or vehicular traffic, or create a nuisance or in any way impair the rights of any Resident or Owner. Such home office use shall be in strict compliance with the Ordinances. No Residence, or any portion of the Common Ground may be used for any commercial or business purpose except as provided in this Section.

V.9 **Nuisances.** No noxious or offensive activity shall be conducted or permitted by any Owner or resident nor shall anything be done which would become an annoyance or a nuisance to other Owners or residents, which shall include behavior that a reasonable person would consider unprofessional. No Owner shall permit or suffer anything to be done or kept in or on his Lot which obstructs or interferes with the rights of other Owners or residents, or disturbs them by unreasonable conduct or otherwise permit any nuisance or illegal act on his Lot, Residence or on the Common Ground.

V.10 **Satellite Dishes, Antennas.** Subject to prior written input of the Board with respect to safety considerations and aesthetics, an Owner may install a satellite dish or antenna that is one meter or less in diameter for receipt and transmission of data; such dish or antenna shall be located on the Residence, or other location as designated by the Board so long as such placement does not result in significant increase in cost of installation. The Owner shall be responsible for the

quality and workmanship of any installation, and shall promptly remove any dish or antenna that is no longer in use. No other satellite dishes or antennas are permitted.

**V.11 Abusive Behavior.** No Owner, Resident or Guest shall engage in abusive behavior, which may include the use of profanity, or acting in an abusive, harassing, intimidating, or aggressive manner as to actually, or intend to, interfere with the duties and obligations of the Association including interfering with a service provider, vendor, or employee of the Association. The Association shall not be liable for abusive behavior of any Owner, Resident or Guest to the fullest extent permissible at law and equity.

**V.12 Additional Structures and Storage.** Regardless of duration, the only permitted structure or other detached outbuilding is a detached shed; provided, however, sheds remain subject to the other provisions in this Declaration including the necessity to submit an application and obtain prior approval. Except for the Residence, no other structure or improvement shall be used for residential purposes or occupied.

A playset, trampoline, or similar play equipment shall not be subject to the restrictions of this Section for so long as it is used as a playset or playhouse, is maintained in good condition in accordance with Ordinances, and prior approval is obtained pursuant to Article XI.

**V.13 Sewage Disposal.** No individual sewage-disposal system shall be permitted on any Lot.

**V.14 Slope Control Areas.** Slope control areas are reserved as shown on the Plat. Within these slope control areas no structure, planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the Owner of the Lot, except for those improvements for which public authority or utility company is responsible.

**V.15 Land Near Parks and Water Courses:** No detached or outbuildings shall be placed nor shall any material or refuse be placed or stored on any Lot within twenty (20) feet of the property line of any part or edge of any open water course.

**V.16 Preservation of Easement Areas.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and over the rear five (5) feet of each Lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area

of each Lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

- V.17 Trash.** Trash/recycling cans and receptacles may only be left at the street beginning at 4:00 p.m. the day before collection and must be removed by the end of the day collection occurs. At all other times, trash/recycling cans and receptacles must be concealed at all times in the garage or behind a fence.
- V.18 Restrictions by Rulemaking.** The Board is expressly authorized to restrict, prohibit, and regulate the following types of activities within the Association: (a) drones, (b) garage/estate sales, (c) minimum standards of care related to landscaping and Lot maintenance, including maintenance of the Residence and other structures on a Lot, (d) storage and use of trash, yard waste and recycling receptables, and (e) other conditions that may exist on a Lot that affect the aesthetics of the Subdivision or other Lots, so long as the Board has adhered to the process set forth in Section 2.6(g) above. In the absence of any such rules or restrictions adopted by the Board, the Association may enforce any applicable law or ordinance.

## **VI. ARCHITECTURAL CONTROLS**

**VI.1 Preamble.** This Article contains the procedure for review and approval of new construction of Residences and exterior alterations of the Lots and Residences. The purpose of this review is to maintain the quality and aesthetics of exterior architectural design for the best interests of the community as a whole. This Article shall apply to all applications submitted for approval after recording of these Restrictions; however, violations existing under the Indenture may be enforced pursuant to the provisions of the Indenture.

**VI.2 Definitions.** For the purpose of this Article:

- (a) **“Alteration”** means any addition to, or removal, modification, or change affecting an existing Residence and its Lot; by way of example only, a list of alterations is provided within the standards and conditions contained in the “Architectural Standards and Conditions,” which is attached hereto marked Exhibit B and incorporated herein by reference (“ASC”).
- (b) **“Committee”** means the committee that the Board may establish from time to time comprised of at least three disinterested Owners to assist the Board in carrying out the functions of this Article.
- (c) **“New Construction”** means a type of Alteration whereby a new Residence is constructed on a Lot, or the replacement of such Residence is greater than 50% of the existing Residence.



**VI.3 Review Procedures.** No Person shall commence any Alteration to the exterior of an existing Residence or Lot, or commence New Construction, without the prior written consent of the Board in accordance with this Article. The procedures for application, review and determination by the Board are as follows:

- (a) Application.** An Owner shall submit a written application to the Board for approval of any Alteration or New Construction ("Application"), including a copy of plans and specifications for each director (or Committee Member), anticipated timing of work, and all details as may be necessary for the Board to adequately review the plans in accordance with the Governing Documents. A copy of all information submitted for local government approval shall be included with the application. Information required to be submitted on such Application may be altered from time to time at the discretion of the Board. Payment of such application fee as the Board may adopt under Sections 6.7 and 6.8 shall be included.
- (b) Board Action.** Within thirty (30) days of receipt of a completed Application, the Board may approve or reject an application, or approve with conditions such as (1) deposits and fees described in Sections 6.7 and 6.8 (2) proof of appropriate insurance coverage by the Owner and/or contractor protecting the Association and Subdivision, (3) proof that applicable local governmental permits have been obtained, (4) measures to protect adjacent Lots and Residences, Common Ground, and the streets, and (5) a reasonable schedule for commencement and completion. Any rejection of an application shall state the basis for such rejection. If the Board rejects an application, the Board shall advise the applicant of the reasons for such rejection.
- (c) Failure to Respond.** If the Board (or the Committee) fails to respond to the Application within the thirty (30) days as provided in Section 6.3(b) the Application shall be deemed rejected. If a completed Application was sent via certified mail, postage pre-paid or receipt of the Application was acknowledged in writing by the Board (or the Committee) and the Board (or the Committee) fails to respond within the thirty (30) days as provided in Section 6.3(b) the Application shall be deemed accepted.
- (d) Appeal of Rejection or Approval with Conditions.** An Owner may, upon written demand sent via regular and certified mail, postage prepaid, appeal a rejection or appeal an approval with conditions. The Association and Owner shall meet to discuss with the goal of attempting to reach a voluntary resolution. If voluntary resolution is unsuccessful, the Association shall engage a mediation firm with the mediator selected in accordance with such firm's rules and practices; all costs of mediation shall be borne by the Owner. If mediation fails to reach a resolution, the Owner must obtain a judgment against the Association authorizing the Application prior to proceeding with the Alteration.

(e) **Owner's Failure to Obtain Approval.** If an Alteration occurs without the written consent of the Association, such alteration shall constitute a per se violation of these Restrictions, and, if the Association files suit to enforce this Article, then the Owner agrees to enter into a judgment in favor of the Association and against the Owner whereby the Owner agrees: (1) to restore the Lot to its condition prior to the unauthorized Alteration, (2) make payment of all attorney's fees and costs actually incurred by the Association, (3) make payment of any outstanding fines (including late fees and interest), and (4) if the Court finds that the Owner knowingly commenced the Alteration without approval or in contravention of the process provided in this Section 6.3, the Court shall award punitive damages. Further, the Owner acknowledges, understands and agrees to waive all defenses including the validity of any provision of the Governing Documents, waiver, changed circumstances, authority of the Association to bring suit and enforce the Governing Documents, or that the Board (or Committee) applied such provisions in an arbitrary, capricious or discriminatory manner.

(f) **Inspection Rights.** The Board (or Committee, or its authorized agent) shall have the right to periodically inspect the Exterior Alterations or New Construction for compliance with the Application and Documents. Access to the Lot shall be pre-arranged between the Board (or Committee) and Owner and not be unreasonably denied. Failure of an Owner to comply with this Section shall constitute a revocation of Approval subject to enforcement under these Documents, including under Section 6.3.

**VI.4 Standards of Review of Applications.** This Section is intended to provide guidance to Owners, contractors, engineers, architects and others providing services on behalf of the Owners on the standards the Board (or Committee) shall consider generally in review of an Application.

(a) **General Criteria.** The Board shall consider the following general criteria: harmony of exterior design and appearance with existing Residences, including architectural design, scale, mass, color, location, topography, grade, drainage, color and quality of construction, and quality of exterior materials and detail.

(b) **Effect on Adjoining Lots.** The Board shall consider potential impacts on surrounding Lots and may provide an opportunity for the Owners of such Lots to review and comment on the plans and specifications.

(c) **Aesthetics.** Unless otherwise limited by these Governing Documents, decisions may be made based on purely aesthetic considerations. The Board shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations

shall be upheld so long as made in good faith and in accordance with the procedures contained herein.

**VI.5 Variations in Approvals.** Owners understand, acknowledge and agree that opinions on aesthetic matters, as well as interpretation and application of review standards and conditions contained in this Article, will vary. Accordingly, it is not always possible to identify objectionable features until work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Board may refuse to approve similar proposals in the future. Approval of applications or any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, plans, specifications, or other matters subsequently or additionally submitted for approval.

**VI.6 Application for a Variance.** The Board may grant variances from compliance with any of the standards and conditions in this Article when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. No variance shall be effective unless in writing. The granting of a variance shall not preclude the Board from denying a variance in other similar circumstances. The inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

**VI.7 Fees.** The Board shall, at the time of adopting of the budget, adopt: (a) reasonable application fee for Alterations and (b) reasonable applicable fee for New Construction.

**VI.8 Additional Costs.** As a condition of approval, the Committee (or the Board) may require the applicant to reimburse any and all professional fees incurred by the Association in review of an application, a security deposit and/or performance bond.

**VI.9 Damage.** Notwithstanding payment of a security deposit or performance bond under Section 6.8, any Owner who causes damage to another Lot or Residence, or to the Common Ground, shall be responsible to the full extent of such damage, and shall restore any such damaged area to its prior condition, and shall keep the streets clean and free of debris due to construction activities. In the event an Owner fails to comply with this provision, the Board may, after notice and opportunity to be heard, make such repairs and assess the Owner in which case the Association shall have the authority to recover such costs in the same manner as assessments, together with the Association's costs and attorney's fees. Nothing herein shall limit the right of any Owner whose property is damaged by another Owner or his agents or employees available under Article.

**VI.10 Certificate of Compliance.** Any Owner may request that the Board issue a certificate of architectural compliance for his completed New Construction or

Alteration certifying that there are no known violations of this Article. The Board shall either grant or deny such request within 45 days after receipt of a written request and may charge a reasonable fee for issuing such certificate. Issuance of such a certificate shall preclude the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

**VI.11 Approval by Governmental Agency.** Approval by a political subdivision of the State of Missouri does not constitute approval of an Alteration under this Article.

**VI.12 Limitation of Liability.** The Association, Board and Committee shall have no responsibility or duty for ensuring the structural integrity or soundness of any Alterations or New Construction, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all Residences are of comparable quality, value or size, or of similar design, or aesthetically pleasing or otherwise acceptable to Owners of neighboring properties. The provisions of this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the community; they do not create any duty to any person. Further, the Association has no responsibility for soil conditions, drainage or other general site work, any defects in plans revised or approved hereunder, any loss or damage (including but not limited to consequential damages and attorney's fees) arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents, or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved New Construction or Alteration. In all matters, the Directors shall be defended and indemnified by the Association to the extent available under the Governing Documents.

## **VII. AMENDMENTS**

**VII.1 Restrictions.** Except as otherwise provided in these Restrictions, these Restrictions may be amended at any time with substantial compliance of the following procedures: (1) the Association shall send a copy of the proposed amendment to each Owner subject to these Restrictions with a ballot; (2) the Owner shall have a minimum of thirty days from the date the proposed amendment is sent to cast a ballot on the proposed amendment; and (3) unless one-third of the votes in the Association reject the proposed amendment, the proposed amendment shall be deemed approved by the Owners. An amendment may change or eliminate any restriction in these Restrictions or add new and/or more burdensome restrictions; however, no amendment can: (1) eliminate the requirement that there be an Association, (2) eliminate the power of the Association to levy assessments unless adequate substitution is made, and, unless unanimous consent is obtained, change each Lot's allocated interests, or change a Lot's restricted use (single-family residential).

**VII.2 Limitation of Challenges.** No challenge to the validity of an amendment adopted by the Association pursuant to this Section may be brought more than one (1) year after the amendment is recorded; otherwise, such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of these Restrictions.

**VII.3 Recording and Execution.** Each amendment shall be executed by an officer of the Board in the presence of a notary and certified by another officer that such amendment was adopted in accordance with this Article. Such amendment shall be recorded in St. Louis County and effective upon recording unless otherwise expressly stated therein.

**VII.4 Board Amendments.** Notwithstanding anything to the contrary, the Board is authorized to amend these Restrictions, without further approval, to correct technical or clerical errors or to bring the Association and Governing Documents into compliance with conditions imposed by agencies providing government-insured or guaranteed loans.

## **VIII. MEETING OF THE MEMBERS AND VOTING**

**VIII.1 Annual Meeting.** The annual meeting of the Association shall be held during the month of June or such later date as practical. At the meeting, the Members shall elect Directors as provided in Section 8.5, the Board shall provide a report on the financial condition of the Association, and may transact such other business as may properly come before them, provided that written notice of such business is given to all Members at least thirty (30) days in advance of the meeting. The annual meeting shall be held within five (5) miles of the Subdivision or at such other convenient location as may be designated by the Board and may also be held virtually via an online platform.

**VIII.2 Special Meeting.** A special meeting of the Association may be called by a majority of the Board or as provided under the NCA.

**VIII.3 Notices.** All notices of meeting shall be provided not less than thirty (30) nor more than ninety (90) days before the meeting. Unless otherwise indicated by an Owner, the Board shall assume that an Owner consents to receipt of notices via email, in which event the notice shall be provided by mail. Should an Owner attend a meeting, he or she waives all objections to any alleged or asserts defects in notice.

**VIII.4 Quorum.** At the beginning of any meeting of the Members, quorum shall be 20% of the Members in attendance in-person, via proxy, or having cast an absentee ballot or voting through an online platform as authorized herein. If any meeting of the Association cannot be held because a quorum is not present, the Board shall

place the meeting into recess and shall reschedule the meeting and notify the Members of the rescheduled meeting with the quorum reduced by fifty-percent (50%) from the prior meeting (from 20% to 10%, 10% to 5%). Once quorum is present, any business which might have been transacted at the meeting originally called may be transacted. Any proxies, absentee ballots, ballots, or online ballots cast and submitted at the original meeting shall remain valid.

**VIII.5 Voting.** Owners may vote by ballot in-person at a meeting of the Owners, via a directed proxy, general proxy so long as no owner has more than two (2) general proxies, absentee ballot, or via an online platform as described herein. Cumulative voting is not permitted. The Board, so long as no meeting is scheduled, may adopt Rules and associated form to administer any vote of the Members. If a form is provided by the Association, no other forms may be used.

(a) **Multiple Owners.** Multiple Owners of a Lot shall be deemed to be one Member for purposes of voting and shall collectively be entitled to one vote. If only one of several Owners of a Lot casts a vote, by any means permitted in these Restrictions, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is a majority agreement if any one of the Owners casts the vote allocated to the Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. In the event of such protest, the vote allocated to that the Lot shall not be counted.

(b) **Legal Entities.** If an Owner is a corporation (or other legal entity recognized at law), any designated officer of such corporation may cast the vote allocated to such Lot. The person presiding over the meeting may require written authorization that the person voting on behalf of such entity is authorized to vote.

(c) **One Vote Per Lot.** Each Lot is allocated one vote of equal weight.

**VIII.6 Online Platform.** The Association may utilize an online platform to conduct a meeting of the Members and for Owners to cast a ballot on any question to be determined by the Owners; provided, however, the Association may not compel the use of such an online platform for voting. Any vote cast via such an online platform shall be deemed present for the purposes of determination of quorum.

## **IX. BOARD OF DIRECTORS, MEETINGS & OFFICERS**

**IX.1 Number, Term & Qualifications.** The Board shall consist of five (5) Directors. All Directors shall serve a term of three (3) years, which are staggered so that at least one (1) Director is elected annually. All Directors shall be qualified as follows:

- (a) **General Qualifications.** A member must satisfy the following qualifications to be a candidate and serve on the Board: (1) be an Owner of a Lot according to the records of St. Louis County, Missouri, (2) a resident within the Community, (3) not be engaged in a pending judicial or administrative proceeding adverse to the Association's interests, (4) be at least 21 years of age, (5) be a Member in Good Standing, and (6) have no violation of the Governing Documents that remains unresolved after notice and opportunity to be heard.
- (b) **Spouse, Partner and Trusts.** Notwithstanding Section 9.1(a)(1), a spouse or partner of an Owner is qualified to be a candidate and serve on the Board so long as the spouse or partner permanently resides in the Subdivision with the Owner and the Owner, spouse and partner satisfy the other qualifications. The beneficiary of a trust that owns a Lot shall satisfy Section 9.1(a)(1).
- (c) **Legal Entities.** A legal entity that owns a Lot shall satisfy Section 9.1(a)(1) by designating an authorized officer ("Authorized Officer"). Regardless of the number of Lots owned by the legal entity, or legal entities having common ownership or affiliation, a legal entity may not have multiple Authorized Officers serving at the same time.

**IX.2 Election Rules.** Prior to any scheduled election at an annual meeting, the Board may adopt Rules which may require a nomination process, prohibit nominations from the floor, and regulate campaigning activities; provided, however, such Rules shall apply equally to all potential candidates.

**IX.3 Removal & Vacancies.** A Director may be removed by the Members by compliance with the procedure provided in the NCA. Further, a vacancy may be filled by any method permitted under the NCA.

**IX.4 Board Meetings.** Regular Board meetings shall be held at such time and place as determined by the Board, but such meetings shall be held at least semi-annually. The schedule of regular Board meetings shall be published to the Owners at least ten (10) days prior to such meetings. Special meetings of the Board shall be held when called by notice by a majority of the Board specifying the time and place of the meeting and the nature of any special business to be considered. A majority of the Directors, present at the beginning of any Board meeting, shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. Board meetings, if held in-person, shall be held within five (5) miles of the Subdivision or at such other convenient location as may be designated by the Board but may also be held virtually via an online platform.

- IX.5 Officers.** The officers shall be elected annually by the Board at the first meeting of the Board following each annual election. The officers of the Board shall be a President, Secretary and Treasurer, all of whom shall be elected by the Board from among the Directors.
- IX.6 Powers and Duties.** The officers shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may be specifically conferred or imposed by the Board. The President shall preside over meetings of the Association. Secretary shall keep all official records and minutes of the Board and Association and provide all required notices. The Treasurer shall maintain all financial records and facilitate preparation of the budget.
- IX.7 Compensation.** No Director shall receive any compensation for acting as such. A Director shall be entitled to reimbursement for actual and reasonable expenses incurred on behalf of the Association upon Board approval. Nothing herein shall prohibit the Association from compensating a Director, or any entity with which a Director is affiliated, for services or supplies furnished to the Association in a capacity other than as a Director pursuant to a contract or agreement with the Association, subject to conflict-of-interest procedures.
- IX.8 Open Meetings and Executive Session.** All meetings of the Board shall be open to all Members. The Board shall designate portions of the meetings for the purpose of participation by the Members; otherwise, Members may attend but not participate in Board meetings. The President, or Chair of the meeting, may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than the Directors, to discuss such matters as communications with legal counsel, litigation, competitive bids, personnel matters, disciplinary matters, and such other matters in which the Board believes confidentiality or privacy should be preserved.
- IX.9 Access to Books and Records.** The membership register, financial books and records, minutes of meetings of the Members, the Board, and committees, and other records of the Association shall be made available for inspection and copying by any Member or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place as the Board shall prescribe. Copies may be provided electronically in a reasonably available electronic format.
- (a) **Written Request.** A Member shall submit to the Board a written request to access the Association's records, and the request shall describe the particular records to be accessed and state a valid purpose. The Board may establish reasonable rules with respect to notice to be given to the custodian of the records by the Member desiring to make the inspection, payment of the cost of reproducing copies of documents requested by a



member, and such other matters related to carrying out the purposes of this Section.

- (b) **Documents Not Subject to Inspection.** Correspondence and other records protected by attorney-client privilege or other privilege, competitive bids, records containing private information of a Member, and other records deemed confidential by the Board are not subject to inspection by Members without the Board's consent. Ballots and proxies are subject to inspection, but names, signatures and addresses shall be redacted unless otherwise directed by a court.
- (c) **Right of Director.** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at his or her expense.

**IX.10 Conflict of Interest.** Any Director who has a financial interest or other conflict of interest in connection with any transaction or business of the Board shall fully disclose same before the Board votes on such matter, and said Director shall abstain from discussion and voting. The remaining Directors may appoint a disinterested Owner to the Board for the limited purpose of voting upon such matters.

**IX.11 Training and Code of Ethics.** The Board may, as a Common Expense, provide funding for publications of and membership in the Community Associations Institute and other appropriate nonprofit organizations, and may adopt a code of ethical conduct for Directors.

**IX.12 Operations.** The Association shall operate consistent with the following operational matters:

- (a) **Fiscal Year.** The fiscal year of the Association shall be a calendar year unless otherwise set by resolution of the Board.
- (b) **Parliamentary Rules.** The Board may establish procedures to govern the conduct of Association proceedings when not in conflict with Missouri law or the Governing Documents. The failure to follow such procedures shall not invalidate any actions of the Association or Board so long as the action is otherwise valid.
- (c) **Insurance.** The Association shall maintain, to the extent reasonably available, insurance as a Common Expense of the Association consistent with the following:
  - (1) **Property Insurance.** Property insurance covering any improvements on the Common Ground for broad form covered

causes of loss as determined in the sole discretion of the Board, which may be to forego such insurance. The insurance proceeds for such loss are payable to the Association, and not to any holder of a Security Interest. The Board, on behalf of the Association, shall hold any insurance proceeds in trust for the Association, Owners, and lien holders as their interest may appear. The proceeds shall be disbursed first for the repair or restoration of the damaged property, and the Association. Members and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored, or the Subdivision is terminated.

- (2) **General Liability.** General liability insurance against claims and liabilities arising in connection with the ownership, existence, use, maintenance or management of the Common Ground in an amount sufficient in the judgment of the Board, insuring the Board, the Association, the Community Manager (if any), and their respective employees, agents and all persons acting as agents. The Members shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, maintenance or management of the Common Ground and their interests in the Association. The insurance shall cover claims of one or more insured parties against other insured parties.
- (3) **Directors & Officers.** The Association shall maintain directors' and officers' liability insurance covering all of the Directors and Officers. Such policy shall: (a) provide full prior acts coverage, (b) include coverage for the individual board members and the Association as well as any managing agent as additional insureds, (c) defend against non-monetary claims, and (d) defend against claims asserting discrimination on account of a protected class.
- (4) **Fidelity.** Fidelity insurance in an amount not less than one year's current assessments plus reserves calculated from the current Association budget. Unless the Community Manager is an employee of the Association, the Community Manager shall maintain fidelity insurance in an amount not less than one year's current assessments plus reserves calculated from the current Association budget. The Association may carry fidelity insurance in amounts greater than required herein, and may require said Community Manager to carry fidelity insurance in amounts greater than required herein.
- (5) **Workers Compensation.** The Association shall maintain workers' compensation insurance if employees are hired or if contractors are hired who do not maintain their own policy.

- (6) **Other Insurance.** The Association may carry other insurance which the Board considers appropriate to protect the Association or the Owners' interests in the Subdivision and the Association including an Umbrella policy and/or Cyber-Liability and Data Breach Response Services.

**IX.13 Board Standards.** The Board shall be guided by the following standards:

- (a) **Business.** While conducting the Association's business affairs, the Board shall be protected by the business judgment rule. The business judgment rule protects a Director from personal liability so long as the party claiming liability does not prove that the Director failed to (1) act within his or her authority, (2) serve in a manner the Director believes to be in the best interests of the Association and its Members, (3) serve in good faith, or (4) act with such care as an ordinarily prudent person in a like position would use under similar circumstances.
- (b) **Governance.** In conducting its governance functions, the Board's decisions and actions shall be governed and tested by the rule of reasonableness. The Board shall exercise its power in a fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.
- (c) **Operations.** Operational standards of the Board and any committee appointed by the Board shall be the requirements set forth in the Governing Documents or the minimum standards which the Board may establish. Operational standards may evolve as the needs and demands of the Subdivision and the Association change over time.

## **X. ENFORCEMENT**

**X.1 Board Discretion in Enforcement.** The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case: (1) the Association's position lacks sufficient strength to justify taking any or further action, (2) the covenant, restriction or Rule being enforced is, or is likely to be construed as, inconsistent with applicable law, (3) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources, or (4) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action. Such a decision under this Section shall not be construed as a waiver of the right of the Association to

enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or Rule.

**X.2 Relief & Remedies.** The person, or class of persons, has a claim for relief if he or she is adversely affected by a failure to comply with the Governing Documents of the Association. Pursuant to Mo. Rev. Stat., Section 355.141, all claims against the Association and Board related to administration of the Association and the validity of any actions taken by the Association and the Board shall be derivative except for: (1) claims related to personal injuries, (2) claims related to damage to property, and (3) claims asserting that the Association improperly applied the Governing Documents of the Association as to that individual member.

**X.3 Attorney's Fees and Costs.** In any dispute, litigation, or other judicial or administrative proceeding ("Claim") related to the Governing Documents of the Association, the parties adverse to the Association agree to make timely payment of all attorney's fees, costs, and expenses incurred by the Association. Upon final adjudication of the Claim, the court shall make a final determination as to the reasonableness of the attorney's fees, costs, and expenses paid by the adverse parties. If a party fails to make timely payment of any attorney's fees, costs or expenses incurred (within 30 days of delivery), the adverse parties agree and consent to a judgment dismissing the Association from the Claim with prejudice. This Section is purposefully intended to protect the financial stability of the Association and its access to the judicial system by preventing any particular party with the financial means to succeed on anything other than the merits of the Claim. Nothing in the Section shall inhibit, impair, hinder, or otherwise limit the parties from agreement to alternative dispute resolution.

**X.4 Notice of Violation and Opportunity to be Heard.** The Association shall have the power to impose fines and penalties for any violation of the Governing Documents, including but not limited to the right to suspend membership rights, including the right to vote, run for the Board or to use the Association's recreation facilities. The following procedures shall apply prior to imposition of fines or penalties (collectively, "penalty"):

**(a) Notice.** The Board shall notify the alleged violator ("Respondent") with written notice describing (1) the nature of the alleged violation, (2) the proposed penalty to be imposed, (3) a period of not less than fourteen (14) days within which the alleged violator may request a hearing before Board (which may be reduced if the Board believes that a risk to health or safety is present), and (4) a statement that the proposed penalty shall be imposed as contained in the notice unless a written request for hearing is received within fourteen (14) days of the notice. If a timely request for a hearing is not made, the penalty stated in the notice shall be imposed; provided the Board may, but shall not be obligated to, suspend any proposed penalty. Such suspension shall not constitute a waiver of the

right to penalize future violations of the same or other provisions of the Governing Documents by any Person.

- (b) **Hearing.** If a hearing is timely requested by the Respondent, the hearing shall be held in executive session unless the Respondent requests the hearing be conducted during open session. The purpose of the hearing is to provide the Respondent with an opportunity to be heard and present facts and witnesses in response to the alleged violation prior to the levy of a penalty.
- (c) **Good Faith Compliance.** Any failure to comply with this Section shall not invalidate any fine levied so long as the Owner had notice of the hearing.
- (d) **Repeat Violations.** Fines may be levied on a daily basis for recurring and/or continuous violations, and notice and opportunity to be heard not need to be provided for subsequent violation of the same provision of the Governing Documents unless: (a) the amount of the fine is 50% higher than the previous fine, or (2) the fine was levied more than two years prior.

## **XI. GENERAL PROVISIONS**

**XI.1 Integrity of Governing Documents.** The following provisions are to protect the integrity of the Governing Documents:

- (a) **Severability.** Invalidation of any one of the provisions of the Governing Documents, by judgment, order or decree shall in no way affect any other provision hereof, each of which shall remain in full force and effect.
- (b) **Rule Against Perpetuities.** The rule against perpetuities shall not be applied to defeat any provision of the Governing Documents.
- (c) **Recitals.** Recitals are incorporated as if fully stated within these Restrictions.

**XI.2 Interpretation.** The provisions of the Governing Documents shall be liberally construed to effectuate their purpose of creating a uniform plan for the Subdivision and for operation of the Association. Whenever the context so requires, the use of any gender shall be deemed to include all and neutral genders, the use of plural shall include the singular and the singular shall include the plural. The captions contained in the Governing Documents are inserted only as a matter of convenience, reference, and context, and in no way define, or limit the intent of any provision thereof.

**XI.3 Persons Bound by the Documents.** All Owners, tenants, Guests, Residents, and invitees, and mortgagees are bound by and shall comply with the Governing Documents. The acceptance of a deed or the exercise of any incident of

ownership or the entering into of a lease or occupancy of a Lot constitutes agreement that the provisions of the Governing Documents are accepted and ratified by each such person. All provisions of the Governing Documents recorded in the Office of Recorder of Deeds of St. Louis County, Missouri, are covenants running with the land and shall bind any Persons having at any time any interest or estate in the Property.

**XI.4 Eligible Mortgagees.** Any institutional holder, insurer, or guarantor of a first security Interest in a Lot which provides a written request to the Association, stating the name and address of such holder, insurer or guarantor and the Identifying Number of the Lot to which its Security Interest relates is deemed to be an "Eligible Mortgagee." The Association, upon written request, shall comply with any desired notices requested by the Eligible Mortgagee.

**XI.5 Condemnation.** In the event any public agency acquires all or any part of the Common Ground, the Association, acting through the Board, is hereby authorized to negotiate with such agency for such acquisition and to execute instruments necessary to that purpose. Only the Association need be made party, and any proceeds received shall be paid to the Association.

**XI.6 Termination of Subdivision.** Except in the case of a taking of all the Subdivision by eminent domain, the Subdivision may be terminated or sold only by agreement of at least 90% of the Members in Good Standing. In the event of termination, fee simple title to the Common Ground shall remain vested in the Association until sold. None of the authority of the Association or Board shall be affected by such termination. No such agreement of termination or sale shall be effective unless made and recorded at least one year in advance of the effective date of such termination or sale, and unless written notice of the proposed agreement of termination or sale is sent to every Owner at least 90 days in advance of any action taken.

**XI.7 Restrictions Run With the Land.** Unless otherwise provided herein, these Restrictions shall run with the land and bind the Subdivision until termination.

**XI.8 Effective Date.** Except as may otherwise be expressly provided, these Restrictions shall be effective upon approval by the Owners and its recordation in the records of St. Louis County, Missouri.

**XI.9 Applicability.** These Restrictions shall be applicable to events and circumstances occurring after its recording.

IN WITNESS WHEREOF, the Board of Directors of Lake of the Woods Property Owners Association hereby execute the foregoing and, by their signatures, certify that the Owners have approved the foregoing in accordance with the amendment provisions in the Original Indenture, and hereby execute these Restrictions on the day and year first above written.

*This space is intentionally left blank.*

LAKE OF THE WOODS PROPERTY  
OWNERS ASSOCIATION

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its President

[No Seal]

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its Secretary

STATE OF MISSOURI                    )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me  
\_\_\_\_\_ appeared \_\_\_\_\_, to me  
personally known, who, being by me duly sworn, did say that he/she is the President of  
the Board of Trustees, k/n/a Board of Directors of Lake of the Woods Property Owners  
Association, a Missouri nonprofit corporation, which has no seal, and that said  
instrument was signed on behalf of said association, and that said person  
acknowledged said instrument to be his/her free act and deed and the free act and deed  
of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official  
seal in the County and State aforesaid, the day and year first above written.

My Commission Expires:

\_\_\_\_\_  
Notary Public



**EXHIBIT "A"**  
**LAKE OF THE WOODS**  
**PLATS OF THE SUBDIVISION**

Lake of the Woods Plat 1, a subdivision according to the Plat thereof as recorded in Plat Book 172, Page 36 of the records of St. Louis County, and as may be amended.

Lake of the Woods Plat 2, a subdivision according to the Plat thereof as recorded in Plat Book 174, Page 92 of the records of St. Louis County, and as may be amended.

Lake of the Woods Plat 3, a subdivision according to the Plat thereof as recorded in Plat Book 177, Page 92 of the records of St. Louis County, and as may be amended.

Lake of the Woods Plat 4, a subdivision according to the Plat thereof as recorded in Plat Book 182, Page 70 of the records of St. Louis County, and as may be amended.

All plats made subject to the "Indenture of Trust and Restrictions of Lemay Woods" as recorded in Book 6884, Page 2174, as amended, in the records of St. Louis County, Missouri.

**EXHIBIT “B”**  
**LAKE OF THE WOODS PROPERTY OWNERS ASSOCIATION**  
**ARCHITECTURAL STANDARDS AND CONDITIONS**

To be more user-friendly, this Exhibit “B,” Architectural Standards and Conditions was prepared to state what restrictions and regulations apply to the physical characteristics of the Lots within the Community. By proactively stating what is allowed and how applications would be reviewed pursuant to Article VI, the goal is to reduce disputes through clear expectations.

These Architectural Standards and Conditions may be more strict than applicable Ordinance (which, for example only, would otherwise allow a polka dot painting house). Over time, applicable Ordinances may become stricter, and you would need to comply with whichever is the most restrictive.

**Section 1. Major and Minor Alterations.** The Community has complementary architectural styles that are to be maintained, although it is not the intention that all of the Residences within the Community are identical. Further, not all alterations should be treated the same when it comes to the scope of review by the Board.

Alterations can be divided into two categories: Minor Alterations and Major Alterations.

Minor Alterations are those that would have a nominal impact, thus, the Board is proactively approving:

- (a) siding, roof, gutters, or trim and fascia replacement of same color,
- (b) any replacement of a driveway, sidewalk, or walkway,
- (c) relocation or addition of any exterior HVAC, pool, or generator equipment,
- (d) tree or brush removal,
- (e) exterior lighting so long as it is not directed onto another lot,
- (f) utility relocation,
- (g) window and door replacement, and
- (h) lawn irrigation systems.

Again, these Minor Alterations do not require owners to apply for review pursuant to Article XI of this Declaration. As a courtesy, the Board suggests you discuss these Minor Alterations with your neighbors.

Major Alterations are those that could have an impact on the community; thus, Board approval is necessary for:

- (a) changes to roof lines or other profile of the house,
- (b) demolition of any structure or portion thereof,
- (c) replacement, addition, removal, enlargement or reduction of any hardscape such as patios, stonewalls, and decks,
- (d) a change in color to the exterior of the Residence,
- (e) construction of in-ground (in whole or partial) pool,
- (f) additional, reduction, or enlargement of any driveway, sidewalk, or walkway,

- (g) change in the grade of a lot, and
- (h) any work performed within the Lot that requires a permit by a political subdivision of the State of Missouri, with the exception of work wholly contained to the interior of the Residence.

Again, these Major Alteration do require owners apply for review pursuant to Article XI of this Declaration and the Board suggests you discuss any Major Alterations with your neighbors.

This approach properly balances the right of owners to make improvements to their Lot and Residence without burdensome oversight for minor changes while protecting the community from drastic or unforeseen changes that an owner could otherwise make.

**Section 2. Residence Size and Placement.** All Residences shall:

- (a) have a minimum square footage of living space equal to, or in excess of, the existing Residence excluding any garage (originally constructed), decks, porches, and basement.
- (b) not exceed two (2) stories in height excluding walk-out basements)
- (c) not be erected within any set back as set forth on the Plat or as may be set by Ordinances.

**Section 3. Additions.** As most exteriors are finished with brick and/or siding, any additions shall:

- (a) Have substantially the same characteristics as the Residence, including, but not limited to, materials, scale, and design.
- (b) All portions of any addition shall comply with all applicable Ordinances.

**Section 4. Ordinances & Copies of Permits.** Exterior Alterations and New Construction shall be in compliance with all applicable Ordinances. Regardless of whether made a condition of approval, the Owner shall provide a copy of all permits issued by a political subdivision of the State within five (5) days upon written request from the Board.

**Section 5. Worksite & Construction Activities.** Work should only be performed during the construction hours as permitted by Ordinance. Construction or other commercial vehicles, trailers, equipment, or attachments may not be parked on the street or unpaved areas except during construction hours, and in no instance shall they be parked parallel or diagonal to another vehicle parked on the street in a manner that may block street access by vehicles, including larger vehicles such as school busses, waste trucks, delivery trucks, etc. Worksite shall be maintained free of debris, and Lot Owner shall be responsible for clean-up of any dirt or debris on the street or Common Ground from such work. Debris includes not only construction waste, but also landscape waste such as grasses, limbs, leaves etc. which shall not be disposed of within the Common Ground, or left on the Lot in an unmaintained manner such that they may adversely impact Adjoining Lots, Common Ground, or streets. Measures shall be

taken to avoid the run-off of soil or other debris during construction, for example, via the use of a silt fence.

**Section 6. Storage Sheds.** Storage sheds are permitted but must be located in the back yard and may not be used for habitation. Sheds must receive Association approval.

**Section 7. Fences.** Fences are permitted. Fences shall:

- (a) Be wood, vinyl, wrought iron, or aluminum wrought iron. Chain link is not permitted.
- (b) Be painted or stained a natural wood color if wood, neutral in color for vinyl, and black for wrought iron or aluminum wrought iron.
- (c) Not be less than forty-two (42) inches in height and not more than six (6) feet in height. Privacy fences must be no higher than four (4) feet.
- (d) Not block reasonable pedestrian access to the Common Ground if a fence is located on a lot adjoining Common ground.
- (e) Not block or interfere with vehicular sightlines.
- (f) Not be located in the front yard of a Residence.

If the fence is for an in-ground pool, the application to the Board shall include: (1) detailed information as to its location identifying any existing fences, utility boxes, etc., (2) the name of the company installing the fence, (3) whether the applicant has discussed the fence with their adjoining lot owners, and (4) planned discharge of water. Approval shall be contingent upon the construction of an in-ground pool, and construction of the fence may not commence until substantial completion of construction of the associated in-ground pool.

No existing fence, including those surrounding a pool, may be changed, altered, or replaced without prior written permission of the Board, and shall not be altered resulting in an increase in height, dimension, or length.

**Section 7. Roofs.** No Residence or other structure shall be erected with a flat roof or false flat roof. All portions of the roof, including additions or roofs located over a patio or deck, of the Residence shall be of similar color.

**Section 8. Pools & Hot Tubs.** Pools are permitted and the application shall include the required information related to fencing. Inflatable “kiddie pools” are permitted so long as they do not exceed 18” in depth. In addition to the plans submitted under Article XI, the application shall include proposed alterations adjacent to the pool to ensure there is no impact on drainage of storm water to adjacent lots. Hot tubs are permitted so long as they are properly screened and located in its entirety no further than twenty (20) feet away from the exterior of the Residence, and no closer than ten (10) feet from the lot’s boundary. See other Sections for possible ancillary impacts that require approval.

**Section 9. Electric Charging Stations.** Electric Charger Stations located outside of the Residence, such as the driveway or along the street, are prohibited. Electric Charging Stations are permitted within an enclosed garage. The use of a cord from a permitted Electric Charging Station to a vehicle in a driveway shall not be a violation of this Section.

**Section 10. Batteries/Generators.** Batteries or generators are permitted so long as they are a fixture of the lot and are appropriately screened. Portable generators may only be used during times of loss of electricity and shall be stored within the Residence, garage or shed in accordance with the manufacturer's guidelines.

**Section 11. Solar Panels & Shingles.** This Section is intended to foster use of solar energy within the Community by providing guidance to Owners, contractors, engineers, architects and others providing services on behalf of Owners while preserving the architectural theme and restrictions of the community.

(a) **Review Process.** Any Owner desiring to install a solar energy system ("System") on his or her home must apply to the Board as provided in Article XI of the Declaration.

(b) **Application.** Prior to installing any System, the Owner shall apply to the Board for approval using such form as the Board may prepare and modify from time to time ("Application"). The Application shall include plans and specifications depicting (i) the location, design, dimensions, materials, and colors of the proposed System, (ii) construction drawings showing the number of collectors, attachment to the roof structure, and location of any exterior components, (iii) a sample or illustrated brochure of the proposed System, and (iv) calculations showing the number and area of the collectors planned ("Plans").

(c) **Front of Residence.** Only solar shingles are permitted on the front of the Residence.

(d) **Review by Board.** The Board shall approve or reject the Application within 90 days after receipt of a complete Application and Plans. The Board shall state its decision in writing. A rejection shall state the reasons, and the Owner may make a new Application. If the Board does not act within the allotted time, the Application shall be deemed approved. Board determinations shall be upheld so long as made in good faith.

(e) **Criteria.** The following criteria apply to installation of Systems:

1. Panels (or shingles) and related fixtures shall be firmly secured in accordance with the manufacturer's recommendations, industry standards and local governmental building codes.

2. A copy of all applicable local governmental building permits, approval from

electric utility and approval by the Mehlville Fire Protection District ("FPD") shall be provided to the Board before any work begins.

3. A copy of the contractor's certificate of insurance evidencing current general liability insurance of at least one million dollars and workers' compensation insurance in accordance with the laws of the State of Missouri shall be provided to the Board before any work begins.

4. Installers shall comply with such reasonable regulations as may be adopted by the Board with respect to hours of operation, parking of workers' vehicles, storage of equipment and materials on site, etc.

5. Panels shall be installed flush with the roof of the home. A roof on the side of the home facing a street is not a rear roof.

6. Panels shall be mounted square to the roof and shall be no closer than two (2) feet to the edge of the roof.

7. To the extent possible, panels, trim and framing materials of the System shall be color treated to match the roofing material.

8. To the extent possible, trim and frame materials shall not be reflective.

9. To the extent possible, conduit, pipes, wiring, and equipment related to the System shall be hidden from view (by locating under the panels or inside the envelope of the home) or, if visible, shall be color treated to match the roofing material or exterior walls, as the case may be.

10. To the extent possible, components mounted on the exterior of the home such as inverters and switches shall be placed at inconspicuous locations and approved by FPD.

**(f) Work Change and Completion.** Installation of any System shall comply with the Plans approved by the Board, and shall be completed within six months of the date of approval. Any material change in the approved Plans shall be submitted for prior approval of the Board.

**(g) Certification.** Within three months after installation of the System is complete, the Owner shall provide the Board a Certificate of Operation indicating that the System is operational. The Board may, not more than once in a calendar year, request a new certificate that the System is operational. If the System is no longer operating, the Owner shall have sixty (60) days to repair and restore the System or shall remove the System and restore the Lot to its prior condition.

**(h) No Waiver.** Approval of an Application and Plans shall not waive the right to withhold approval of similar applications or plans submitted in the future for approval.

(i) **Variances.** An Owner may request a variance for any of the criteria and procedures in this Section by written request to the Board. The request for a variance shall be published to all Owners within ten (10) days of receipt to provide each Owner an opportunity to comment within thirty (30) days to the Board. After the comment period has ended, the Board shall make a determination on the application pursuant to Section (b). If granted, the variance shall be in writing and does not preclude the Board from denying a variance in other circumstances. The inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

(j) **Obstructions.** The Association has no obligation to ensure the System is free from obstructions, such as trees from adjacent property or the common ground.

(k) **Enforcement.** Any noncompliance with this Section may be enforced as provided in Declaration.