

**AMENDED
RESTRICTIVE COVENANTS AND CONDITIONS PERTAINING
TO A SUBDIVISION OF LAND IN
ST. FRANCOIS COUNTY, MISSOURI
(Reference Book 442, Page 227)**

KNOW ALL MEN BY THESE PRESENTS, that whereas Lake Timberline Inc., has caused a tract of land located in St. Francois County, Missouri and described as follows:

"The Southeast Quarter of the Southeast Quarter of Section 14, containing 40 acres; the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 23, containing 80 acres; the Northwest Quarter of the Northeast Quarter, the West half of the Northwest Quarter, the West half of the Southwest Quarter, and the West 5 acres of the Southwest Quarter of the Northeast Quarter in Section 24, containing 205.00 acres; the North half of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 26, less and excepting 2.15 acres out of the Northwest corner of the Northeast Quarter of the Northwest Quarter, said exception being described as follows: Beginning at a stone marking the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 26, thence S. 85 degrees 13' E. 334.50 feet along the section line to an iron pin, thence S. 58 degrees 31' West 612.41 feet to an iron pin, thence North 0 degrees 30' E. 363.0 feet along the West side of the Northeast Quarter of the Northwest Quarter to point of beginning, making the acreage conveyed in Section 26, 117.85 acres, more or less.

All of the Northwest Quarter of the Southeast Quarter and the East one-half of the Northwest Quarter, Section Twenty-Four (24) Township Thirty-eight (38) North, Range Four (4) East, containing 120 acres, more or less.

All of the Northeast Quarter of the Southeast Quarter, Section 14, Township 38 North, Range 4 East, containing 40 acres more or less.

The East half of the Southwest Quarter, Section 24, Township 38 North, Range 4 East, containing 80 acres, the Southeast Quarter of the Southwest Quarter, Section 13, Township 38 North, Range 4 East, containing 40 acres, and the West half of the Southwest Quarter of Section 13, Township 38 North, Range 4, East, containing 80 acres; and containing a total of 802.85 acres."

WHEREAS, this indenture, made and entered into this 25th day of March, 1965, by and between LAKE TIMBERLINE INC., a corporation organized and existing under the laws of the State of Missouri, Party of the First Part, hereinafter referred to as "Grantor", and R. E. NIEMEYER, CHARLES LANDOLT, and ELMER C. HAASE, JR., Parties of the Second Part, hereinafter referred to as "Trustees".

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

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

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

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

occupants of any and all said parcels and to foster the health, welfare, safety, and morals of all who own lots or reside in said area; and

WHEREAS, all reservations, limitations, conditions, easements, and covenants herein contained, any and all of which are hereafter termed "restrictions" are jointly or severally for the benefit of all persons who may purchase, hold, or own from time to time, any of the several lots covered by this instrument.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants, and agreements contained herein in the sum of One Dollar (\$1.00) to Party of the First Part and hand paid by Parties of the Second Part, the receipt of which is hereby acknowledged and further in consideration of the advantages to accrue to the Party of the First Part as well as to future owners of said lots and to which said tract may be subdivided, and with the agreement and consent of Parties of the Second Part, to act as Trustees hereunder, the Party of the First Part agrees as follows:

The Party of the First Part shall contemporaneously with the recording of each platted subdivision of the above described land, to grant, bargain, sell, convey, transfer, assign, and set over unto the said Trustees, their successors and assigns, all singular and the several strips and parcels of land which are to be delineated and set apart as drivers, lanes, circles, streets, or roads on said plat of said subdivision, together with the lake and dam to be constructed by Grantor on said above described land and the said Grantor, upon the considerations heretofore recited, does also hereby agree to create, reserve and transfer, assign and grant unto the said Trustees easements for the purposes set forth in Article II hereof, over, across, through and under all of the lots in said subdivision as marked out and set out on said plats to be filed for the subdivision of said land, including all easements, roadways, trails, riding trails, and also including an easement along the lake front for the purpose of spraying, said lake, cutting weeds, and clearing lake shore, to have and to hold all of the foregoing to the Trustees and their successors in trust upon the uses and purposes, for the term and upon the conditions hereinafter set forth in this Indenture.

RESTRICTIVE COVENANTS AND CONDITIONS

ARTICLE I - Filed in book 442 Page 229 - Streets, Roadways and Trails

1. The Trustees shall have the power to construct, reconstruct, improve, contract for, maintain or repair streets or roadways of any kind or qualities upon the several strips of land herein conveyed or to be conveyed to them as the property is subdivided and which are designated on said plats as streets, drives, lanes, trails, roads or walkways and repair and maintain the dams and lakes to be constructed on said above described property.
2. The Trustees shall have the right and power to provide for the plowing or removal of snow from said streets, roadways or trail-ways.
3. The Trustees shall have the right and power to plant, care for, spray, trim, protect and replant shrubbery and to sow or re-sow, trim and care for grass in or upon the drives, streets, lanes, and roads here in conveyed to them or to be conveyed or in or upon any other areas of the Lake Timberline development area.
4. The Trustees shall have the power and right to provide lights in or on all drives, lanes, circles, streets and roads and on or at all gateways or entrances, or in such other places in or about the area covered by this agreement, as they may in their judgment determine.
5. The Trustees shall have the right and power to grant easement in, over or under the streets, drives, lanes, trails or roads conveyed to them for any of the purposes set out in Article II hereof. Walkways and trails may be set up and established by the Trustees and maintained by the Trustees for the use of the lot owners, present and future, of said tract subdivided.

ARTICLE II - Filed in Book 442 Page 229 - Utilities

1. The Trustees shall have the right and power to construct, to lease, to purchase, or in any other manner to construct for or provide for sewers or sewerage disposal facilities, drainage, water, gas, electricity, street lighting, telephone service, or fire protection facilities to serve all or any part of said above described tracts either in their present state or as subdivided.
2. In providing for such services or facilities, the Trustees may themselves make use of or they may convey, transfer or assign whole or partial rights in and to the easements created by this Indenture or easements created and set out on the plats of the subdivision of the within described tract. It is the intention of the Grantor, and he so declares, that the Trustees named in this instrument shall be the Trustees for the entire tract and for any portion thereof that may be subdivided and platted into separate lots.

ARTICLE III RESTRICTIVE COVENANTS - Filed in Book 442 Page 229 - Amended Book 959 Page 369 - Covenants, Book 1102 Page 262 and 263, Book 1194 Page 531, Book 1394 Page 2086, Book 1413 Page 2110, Book 1642 Page 1931, Document 2014R-04811, Document 2019R-03742

1. These Restrictive Covenants contained in ARTICLE III shall be filed in the office of the Recorder of Deeds of St. Francois County, shall run with the land and shall be binding upon the parties hereto, and all present and future owners of lots in the Subdivision and upon all persons and corporations claiming under the parties hereto and all present and future lot owners for a period of Ten (10) years from the date this amendment is recorded, after which time said Restrictive Covenants shall be automatically extended for successive periods of Ten (10) years, unless by simple majority vote of the then lot owners who cast votes at a meeting duly called for the purpose shall elect to change or terminate these Restrictive Covenants in whole or in part.
2. The dwelling shall be only one single-family dwelling for residential purpose. No part thereof shall be nearer than twenty-five (25) feet from the front lot line and the distance from each side of the dwelling shall be no closer than ten (10) feet from the side of the line of said lot unless otherwise provided for in these Restrictive Covenants, however, this shall not be construed to permit any portion of a building on lot to encroach upon another lot. No permanent structure of any kind, such as but not limited to fences, walls, buildings, etc. erected by Property Owner shall be allowed on easements and/or road right-a-way. If two (2) adjoining lots are owned by the same owner and a dwelling is built, the ten (10) foot side clearance requirement shall not apply between these two (2) lots.

3. All other structures shall be back of the rear line of the dwelling house except that a garage or boat house may be constructed in front of or at the side of the house when it is attached to and is a part of the dwelling house or when the general lay of the land makes it extremely difficult to locate such a garage or boat house in the rear of the dwelling house. All such buildings shall be sightly, of neat construction, and of a character that will enhance the value of the property.

4. When a dwelling is erected or installed on any Lot within the Subdivision, the Property Owner shall construct and install adequate sewage disposal facilities in accordance with State and County laws. Prior to installation of any sewage disposal system, the Property Owner shall obtain an approved permit from the Department of Health of the State of Missouri, as well as a construction permit from the Board of Trustees. No septic system drainage field shall be installed any closer than fifty (50) feet from any Subdivision lake or stream, nor any closer than One Hundred (100) feet from any potable water well which includes neighboring properties. Any surfacing of discharge from any septic system shall be reported to the Missouri Department of Health, and remedied in accordance to State and County laws. The Property Owner must obtain the aforementioned permits prior to making modifications to any existing septic system.

5. Only board of Health of the State of Missouri and Lake Timberline Board of Trustees approved self-contained non-leaking sewage disposal containers shall be permitted. No outside toilets or direct discharge of sewage into the ground shall be permitted under any circumstances. Commercially manufactured portable, self-contained toilets that meet all county, state and Timberline regulations may be used permanently.

6. No debris, trash or unsightly accumulation of materials, such as but not limited to abandoned vehicles, appliances, boats, etc. shall be permitted to remain on the premises. Should a violation of this section occur, a certified letter will be sent to the Property Owner giving 45 days to correct said violation. If after this time, the violation has not been corrected, the Board of Trustees has the right to remove such debris. Any expenses incurred by the Board of Trustees in removing such debris, trash or other accumulation shall be charged against the Property Owner or Owners of the lot from which it is removed and such Owner or Owners shall be personally liable for such charge or charges and said charges shall be a lien on all property owned by said Owner or Owners in the Subdivision.

7.

(a) All materials used for the construction of the outside of any structure or structure addition including boat docks, shall be new or otherwise approved by the Board of Trustees. The exterior construction of all structures shall be completed within six (6) months from the date the Building Permit is issued. The Board of Trustees may grant a six (6) month extension to a Permit if in their judgement there is sufficient justification for the construction delay.

(b) "Used" or prefabricated structures such as, but not limited to, storage sheds or other non-dwelling structures, must be sightly in appearance, and shall not be erected or positioned on any Lot within the Subdivision until a Building Permit is issued by the Board of Trustees. No more than two (2) non-dwelling building structures may be erected or positioned on a given lot. No shed or non-dwelling structure shall be equipped, furnished, maintained, or used as a temporary or permanent camping or living facility within the Development.

(c) "Used" Mobile/Modular homes that are three (3) to five (5) years old, must be inspected off-site by the Board of Trustees and be sightly in appearance before a Building Permit is issued. No "used" Mobile/Modular home older than five (5) years shall be brought into the Subdivision. Newly positioned or erected Double-wide Modular or Double-wide homes shall be constructed with a concrete external foundation consisting of poured concrete or mortared concrete block that is at least eight (8) inches thick. Said concrete foundation shall be supported on an eighteen (18) inch below ground poured concrete footing that is at least six (6) inches thick and sixteen (16) inches wide. Said concrete footing and wall foundation shall be constructed prior to installing the Double-wide Modular or Double-wide home. External skirting in place of the concrete foundation on Double-wide Modular or Double-wide homes shall not be permitted.

- (d) All docks shall be anchored to the shoreline. Any dock flotation material must be approved by the Board of Trustees. No commercial barrels, drums, kegs, carboys, or similar containers shall be used for dock flotation purposes. No portion of any dock attendant building shall be positioned or erected on any Association owned lake-front property.
- (e) All structures permanent and temporary, including but not limited to, dwellings, sheds, docks, Campers, and Modular/Mobile homes shall at all times be maintained in good repair and in slightly appearance.
- (f) No more than two Campers may be parked on a lot. Parked Campers must meet the same set-back requirements as dwellings.

8. In addition to the foregoing Restrictive Covenants and stipulations, no dwelling shall be constructed on any lot or tract purchased in this Subdivision with less than Six Hundred (600) square feet of floor space, and said floor space shall be ground level except porches and porticos and shall include only that actual living space under an enclosed roof. No basement shall be occupied until the dwelling is completed. No single wide trailer shall be used for a residence or dwelling or part of said premises at any time, except in Plat 25 approved for such use. No recreational vehicle shall be used at any time for a full time residence or full time dwelling. This shall not be interpreted to rule out double wide trailers or modular homes. All buildings must be finished on the outside.

9. Building permits are required for all construction, including but not limited to, placement of or erection of new structures, additions to any existing structure, installation of water wells, installation of or modification to existing septic systems, fences, boat docks, decks, walls, sidewalks, concrete or asphalt driveways, culverts or major excavation. No construction permit is required for landscaping or routine structural maintenance or repairs such as painting, re-siding, or re-roofing, so long as "new materials" are used for exterior surfaces. Any change of materials used on any of the above mentioned items will require a Building Permit.

Any Property Owner starting construction prior to receiving an approved Building Permit is subject to a fine per Article IV General Powers, paragraph 18. Further, "Construction Contractors" shall not begin or complete construction on any project until the Property Owner has been granted an approved Building Permit from the Board of Trustees. Any "Construction Contractor" found in violation of this policy, may be restricted by the Board of Trustees from operating within the Development for a one year period for each violation. All approved Building Permits shall be prominently displayed at the construction site for the duration of the construction project. Building permits are valid for six (6) months from date of issue. No building permit shall be issued to a Property Owner if any portion of Assessments, fines, or fees are delinquent or if the Property Owner has not corrected a Covenant or Rule violation which he has been notified of in writing by the Board of Trustees or the Lake Timberline Police Department.

10. No signs may be placed or maintained on any lot except a sign of not more than (5) square feet advertising the property for sale, and a sign with the name or address of the owner which shall not exceed Three (3) feet long and One (1) foot wide, except in the area approved for commercial use.

11. (a) Except as provided in Subsection 11.b. of this Article III, not wild animals or other animals or other animals, birds, or poultry, shall be kept, maintained or raised on said premises. Property Owners may maintain house pets, provided such pets are kept on leashes when not in an enclosure. No animals shall be bred or raised on any lot for commercial purposes. Property owners may maintain customary household pets such as cats, dogs, hamsters, and birds, providing such pets are restrained or leashed when taken outside of the home; provided, however, that under no circumstances shall any Property Owner keep or maintain any horses, cattle, pigs, livestock, other farm or wild animals on the premises. No animals shall be bred or raised on any lot for commercial purposes.

- (b) It shall be permitted for residents to keep, maintain and/or raise chickens in the Lake Timberline Development subject to the definitions, restrictions and regulations set forth by the Lake Timberline Board of Trustees, Inc. as said board feels necessary and proper to protect and promote the public health, safety and welfare of the Lake Development.

12. No lot shall be re-subdivided nor shall a fractional part of any lot be sold without permission of the Board of Trustees of Subdivision.

13. No oil drilling, oil or gas development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

14. All Property Owners, after paying their assessments in full, shall procure yearly Lake Timberline auto permits and boat permits, if the boat is to be used on the lakes in Lake Timberline.

15. Invalidity of any part of the Restrictive Covenants by judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force effect.

16. Enforcement of any of the Restrictive Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such Restrictive Covenants and such proceedings may be brought to restrain any such violation and/or to recover damages therefore. In any such action, the Trustees shall be entitled to reasonable attorney's fees and costs. Damages together with interest, cost, and reasonable attorney's fees, shall be a charge against all lots owned by any and all person or persons who violate the Restrictive Covenants and shall be a lien upon said lots. Such amounts shall also be the personal obligation of the person or persons violating or attempting to violate the Restrictive Covenants.

ARTICLE IV - Filed in Book 442 page 231, Amended book 1028 Page 39, Book 1376 Page 336, Book 1402 Page 1420- GENERAL POWERS

1. The Board of Trustees shall have the right and power to provide for and maintain gateways, entrances, lakes, streams, and other ornamental or recreational features in said subdivision on any lands set aside for the general use of the owners of the lots in said subdivision or to which the said owners have access and the use thereof.

2. The Board of Trustees shall have the right and duty to care for and maintain any common areas, any lots held by the Board of Trustees, and the lakes and lake-front in said subdivision, remove weeds and cut grass thereon, to pick up and remove therefrom loose materials, trash and rubbish of all kinds and to do any and all things necessary or desirable in the judgement of the Trustees to keep such property and said lakes and lake-front neat in appearance and in good order.

3. The Board of Trustees shall have the right and duty to enforce, either in the name of the corporation, if incorporated, or in their own name or in the name of any owner within the subdivision, any and all restrictions which may now or which may hereafter be imposed upon any of the lots in said subdivision, either in the form as originally placed or as modified subsequently.

4. The Board of Trustees shall have the right and power to establish a Police and/or Security Department to enforce the Restrictive Covenants and the Rules and Regulations provided for herein at the direction of the Board of Trustees, such as but not limited to the speed limit of twenty (20) mph., or as posted, on all motorized vehicles.

5. The Board of Trustees shall have the right and duty to pay any and all taxes which may be levied against the property herein conveyed to them or any part thereof.

The Board of Trustees in exercising the rights, powers and privileges herein granted to them and in their discharge of the duties imposed hereunder by these presents, may from time to time enter into contracts, employ agents, servants, and such labor as they deem necessary, and they may employ counsel to institute and prosecute such suits as they may deem necessary or advisable, and to defend suits brought against them individually or collectively, in their capacity as Trustees and to pay therefore out of the proceeds of assessments to be made by them as hereinafter provided, and to borrow such sums and upon such terms as they deem necessary to carry out their duties hereunder and to give as security therefore any and all kinds of property excepting, however, mortgage or deeds of trust affecting the common ground of the subdivision.

6. The Board of Trustees shall have the right and power to construct and maintain such boat dock facilities as they may deem necessary for the use and benefit of owners of lots in said subdivision.

The Board of Trustees shall further have the right and duty to establish size limits and regulations regarding type of flotation materials used on any private boat dock. A permit from the Board of Trustees shall be required to build or renovate any boat dock from and after the date of the approval of this Amendment.

The Board of Trustees shall further have the right and power to regulate boating and determine the size of motors on boats and wake allowed on the lakes. The Trustees may, in their sole discretion, set aside portions of the lake at certain periods for use for water skiing. The Trustees shall further have the right and power to require inspection of all registrations on boats used in the development.

All boats shall be operated as to comply with the regulations of the Missouri Boating Commission, except as otherwise specified by these regulations. Any violators of such rules may be denied the right to use a lake or lakes for boating at the discretion of the Board of Trustees. All operators of boats shall be responsible for knowledge of all such regulations.

Only boats owned by Property Owners shall be permitted in Lake Timberline Subdivision and on the lakes. No jet skis, water bikes, or similar water-craft shall be allowed on any Association lake.

The Board of Trustees shall further have the right and power to establish limits on number of motorized boats per lot using motors in excess of 55 horsepower to be allowed on the lakes in the development.

7. The Board of Trustees shall have the right and power to regulate the size and location of culverts in the development. A permit from the Board of Trustees shall be required to install any culvert.

8. The Board of Trustees shall have the right and duty to establish a snow and/or emergency route.

The Board of Trustees shall have the right and power to limit parking anywhere it restricts the flow of traffic.

9. The Board of Trustees shall have the right and duty in addition to and not in limitation of all other rights it may have to make and to enforce reasonable rules and Regulations governing conduct within the subdivision, use of the road easement property, use of common elements, fishing, hunting, use of fire arms and fireworks, use of licensed and unlicensed motor vehicles and use of facilities by guest, visitors and renters. Except as specifically permitted herein below, off-road dirt bikes and unlicensed motor vehicles shall not be permitted to travel on any road or common grounds within the Subdivision nor be stored or parked within public sight on any lot within the Subdivision. The Board of Trustees shall further have the right and power to establish restrictions on the use of motorized bicycles (excluding off-road dirt bikes), motorcycles, ATVs, and similar all-terrain vehicles as follows:

1. The Property Owner must read, sign and file with the Board of Trustees a statement that says:

- a) It is the Property Owner's responsibility to see that all rules are followed and that all rules of conduct are obeyed.
- b) Missouri State Highway rules of the road will be followed.
- c) Rules of the subdivision will be followed.
- d) Personal and property rights of other Property Owners will be respected.
- e) Riding will be only on designated roads, trails or areas during daylight hours from October 1st through March 31st and between 8:00 AM and 10:00 PM from April 1st through September 30th - NOT IN RESTRICTED PUBLIC AREAS OR PROPERTY OWNER'S PROPERTY (other than the lots belonging to the responsible Property Owner).
- f) A waiver of liability for their own loss or injury must be signed.
- g) A statement of responsibility and liability for personal damage or injury, or damage to other person's property must be signed by the Property Owner.
- h) Only those persons age 14 or over will be allowed to operate vehicles in designated areas. Those persons age under age 14 must be accompanied by an adult.

- i) Vehicle must be registered by the Property Owner. All motor bikes, motorcycles, ATV and similar vehicles must be registered with the Lake Timberline Police Department and inspection by the Lake Timberline Police Department must be made before permit can be issued.
2. The Property Owner must furnish proof of:
 - a) Insurance for liability.
 - b) Ownership (such as title, bill of sale or registration).
 - c) Regular use of safety equipment consisting of helmets and flags. Boots and gloves are also recommended.
 - d) Assessments must be paid to date.
 - e) Current permit must be affixed to the vehicle.
3. Failure to comply with any and/or all of this section, as specified in Paragraphs 1 and 2 above may result in any and/or all of the following penalties:
 - a) Revocation of permit.
 - b) Forfeiture of rights and permission to use facilities
 - c) Restricted to the use within the boundaries of Property Owner's lot, or removal from the boundaries of Lake Timberline Subdivision.
 - d) Costs for damages may be imposed by the Board of Trustees and will be assessed to the Property Owner and become a lien against the property until paid.

10. The Board of Trustees shall have the right and power to secure entrances in whatever way it deems necessary to provide security. Permanent closing of any entrance into Lake Timberline Subdivision shall be by a majority vote of votes cast (at a duly called meeting) by Property Owners of the lots in which said tracts shall be subdivided, having the assessments paid in full.

11. The Board of Trustees shall have the right and power to establish a Special Use Fee for renters and other non-owners occupying the property, renewable annually, and the Property Owners must fill out a rental form before occupant will be issued identification and permits. In the event that any occupant of the property other than the Property Owner violates the Restrictive Covenants and Conditions or a rule or regulation and fine is imposed, the fine shall first be assessed against such occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Trustees, the Property Owner shall pay the fine upon notice from the Trustees.

12. The Board of Trustees shall have the right and power to establish a limit on the number of campers, RV's or tents to be placed or erected on any one lot. The Board of Trustees may also establish reasonable exceptions to allow Property Owners to exceed these limits for one or more periods of short duration.

13. The Board of Trustees shall have the right and power to sell vehicle permits and boat and water vehicle permits, to establish reasonable cost for same, and to require same to be permanently affixed to vehicles and boats as set out in ARTICLE III Para. 14. Vehicles and boats without proper permits shall not be allowed in development.

14. The Board of Trustees shall have the right and power to refuse any Property Owner the use of all common grounds, roads, lakes, swimming areas, and refuse area, and shall have the right and power to withhold and refuse to issue any and all registration, use stickers, vehicle permits, boat and water vehicle permits, or anything which would allow or imply access to and use of common grounds, roads, and facilities, if assessments are not paid in full on each and all lots which the Property Owner holds title to, or on which the Property Owner holds contract for deed. Nothing herein shall authorize the Board of Trustees to limit ingress or egress by foot to or from and owner's property.

15. No portion of any lake and no part of any tract in Lake Timberline Subdivision shall be used for commercial facilities or commercial purposes unless approved by a majority vote of votes cast (at a duly called meeting) by the Property Owners of the lots in which said tracts shall be subdivided, having the assessments paid in full.

16. The Board of Trustees is authorized and empowered to procure such insurance, including but not limited to public liability and property damage, as it deems necessary and proper.

17. The Board of Trustees shall have the right and power to restrict domesticated pets as set forth in ARTICLE III Para. 11 and as follows: No pets shall be allowed in the lakes, or in the common beach area. The animal's owner shall be held responsible for any mess or nuisance caused by the animal while on any common ground or public area. Any domesticated pets within the subdivision must have all health inspections and inoculations currently considered adequate and necessary to protect the health and well being of the animals and any people with whom they might come in contact.

18. The Board of Trustees shall have the power to impose reasonable fines and to restrict the use of common elements and the easement properties for violation by any Property Owner, guest, or renter or other non-owner occupant of any Restrictive Covenants and Conditions or any Rules and Regulations duly adopted. Any fines so imposed shall constitute a lien upon all lots owned by the violator, or his/her parents if he/she is a minor child, or his/her host if he/she is a guest or the Property Owner allowing him/her to occupy property within the subdivision if he/she is a non-owner occupant and shall be considered an assessment against said property and may be enforced and collected in the same manner as the assessments set forth in ARTICLE V except that said fine shall become due and payable at the time it is imposed.

The Board of Trustees shall further have the power to enforce any provision of the Restrictive Covenants and Conditions or any Rules and Regulations duly adopted by suits at law or in equity to enjoin any violation or to recover monetary damages or both. In any such action, to the maximum extent permissible, the owner or occupant responsible for the violation shall pay all costs, including reasonable attorney's fees actually incurred.

The Board of Trustees shall further have the power to enforce any provision of the Restrictive Covenants and the Rules and Regulations duly adopted by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations).

19. The failure of the Board of Trustees to enforce any provision of the Restrictive Covenants and Conditions or any Rule or Regulation shall not be deemed a waiver of the right of the Trustees to so do thereafter.

ARTICLE V - Filed in Book 442, Page 231 - Amended Book 937 Page 30 and Amended Book 962 Page 306 and Book 996 Page 588 and Book 1376 Page 336 and Book 1426 Page 526- and Book 1585 Page 1291, Book 2008R Page 09942, and 2019R-08752 ASSESSMENTS

1. The Trustees and their successors are hereby authorized, empowered and granted the right to make assessments upon and against the said several lots and said parcels of land in the subdivision for the purpose and at the rates hereinafter provided:

- (a) The present (2019) \$115.00 per lot assessment will be gradually increased beginning in January 2020. Every property owner will pay a \$10.00 per year increase on their first (primary) lot for the next 5 years. The assessment on any additional lot(s) they own (secondary) will remain unchanged (\$115.00). After five years the assessment for a primary lot will remain at \$165.00 and a secondary lot \$115.00 unless changed by a majority vote of lot owners. If any secondary lot has a permanent resident, it will be charged as a primary lot. This annual assessment is for the purpose of carrying out the general duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions adequately to maintain streets, sewers, utilities, parking spaces, and trees in the crosswalks and to dispose of garbage or rubbish or otherwise properly protect the health, safety and general welfare of the property owners.
- (b) If, at any time, the Trustees shall consider it necessary to make any expenditure requiring an assessment, in addition to the assessments above provided, they shall transmit in writing to the owners of lots for approval an outline of the plan for the project contemplated and the estimated amount required for completion of same and the total assessment required. If such project and

assessment so stated be approved at a meeting of the lot owners, duly called and held in the manner provided by the Trustees, by Fifty One per cent (51%) majority of the owners of all the lots, the Trustees shall notify all owners of the said tracts of the additional assessments. Assessment amounts prescribed in Article V, Para. 1(a), shall not apply to any assessments made under the provisions of this paragraph.

2. All assessments, either general or special, made by the Trustees for the purposes herein above enumerated shall be made in the manner and subject to the following procedure, to wit:
 - (a) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of legal title and deposited in the United States mail with postage prepaid or may be given by posting a brief notice of the assessment upon the lot itself. Service in either of the above methods shall be sufficient.
 - (b) Every assessment shall become due and payable on January 1st of each year as herein above provided. If an attorney is retained to collect assessments after the date they are due, the Trustees shall be entitled to reasonable attorney's fees and costs of such action. From and after the date when said payment is due, it shall bear interest at the rate of eight percent (8%) per annum, until paid and such payment, interest, court costs and attorney's fees shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is paid. The assessment, interest, court costs and attorney's fee shall also be the personal obligation of the person who is the owner of such lot at the time when the assessment fell due. At any time after the passage of the resolution levying an assessment and its entry in its minutes, the Trustees may in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots and cause same to be recorded in the Office of the Recorder of Deeds of St. Francois County, Missouri, and the Trustees may (upon payment) cancel or release any one or more lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at expense of the owner of the Property affected) a release of such assessment with respect to any lot or lots affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payment made on account of assessments.

3. The Trustees shall deposit the funds coming into their hands, as Trustees in a State or National Bank at the best rates of interest obtainable. The Trustees shall designate one of their number as "Treasurer" of the subdivision funds collected under this instrument and such funds shall be placed in the custody and control of such Treasurer. The Treasurer shall be bonded for the proper performance of his duties in an amount to be fixed by the majority of the Trustees.

4. All rights, duties, powers, privileges and acts of every nature and description, which said Trustees might execute or exercise under the terms of this Indenture, may be executed or exercised by a majority of said Trustees unless otherwise provided in this Indenture.

ARTICLE VI - Filed in Book 442 Page 232 - Amended in Book 996 Page 589 and Book 1194 Page 531 and Book 1385 Page 1406 and Document 2017R-09042 Organization

1. The Board of Trustees shall consist of Seven (7) Members. The Board of Trustees shall have the right to operate as a not-for-profit Corporation, and, if it does so, all powers, rights, duties and obligations of the Board of Trustees set forth in these Restrictive Covenants and Conditions shall apply to said corporate entity.
2. The Trustees who are serving at the effective date of this Revision shall continue to serve as such for the continuance of their terms as provided by the Covenants.
3. The Trustees shall appoint from among their number a President, Maintenance Supervisor, Vice-President, Treasurer, Secretary, and Security Supervisor. Full records of all receipts and disbursements shall be kept and retained and full and complete minutes of all open meetings of the Trustees and the lot owners shall be kept and shall be open to inspection by any lot owner at times and places when the Board Secretary and/or Office Manager is regularly available. The Treasurer shall have custody of the funds collected under this instrument and such funds

shall be placed in the custody and control of such Treasurer. The Treasurer shall be bonded for the proper performance of his duties in an amount to be fixed by the majority of the Trustees.

4. Terms of Board Members shall vary depending on whether a Trustee is elected to an office by the Board as follows: After the Annual Meeting in 1994, two (2) additional Board Members shall be selected with said Board Members being the two qualified candidates who receive the fourth and fifth highest number of votes at the Annual Meeting in 1994. The Security Supervisor elected after the Annual Meeting in 1994 shall serve a term of three (3) years; the President, Secretary and Maintenance Supervisor elected after the Annual Meeting in 1994 shall serve a term of two (2) years; the remaining one Member-at-Large shall serve a term of one (1) year. The Vice President and Treasurer, who were elected to the Board in 1993, shall serve a term of two (2) years ending in 1995. All subsequent terms of the six (6) Officers shall be for two (2) years, with terms of President, Secretary, and Maintenance Supervisor, beginning in even number years, and Vice President, Treasurer, and Security Supervisor in odd number of years. All terms for Member-at-Large shall be for one (1) year. If an Officer is replaced by another Board Member, the new Officer will fill out the unexpired term of the previous Officer. All Trustees shall serve until their successors have been duly elected. In the event that candidates receive an equal number of votes, the winning candidate or candidates shall be determined by Board Members in office immediately prior to said election. No Officer shall serve more than a two-year term consecutively with out running.

5. A Board member may be subjected to recall one (1) time during his/her term for misconduct in office, incompetence or failure to perform duties prescribed by these Restrictive Covenants and/or law after service for three (3) months and prior to the last three (3) months of service in his/her regular term in office in the following manner. Any petition requesting the recall of a Board member must specify the reason(s) justifying the recall, and state supporting facts and circumstances, including each act or omission of the Board member constituting the basis for the recall. The petition must contain a minimum number of lot owner's signatures representing at least 10% of all Lake Timberline Development lots excluding common grounds. Each signature on any recall petition must be followed with the lot owner's complete current mailing address, the plat and lot owned, and the date signed. If any portion of a lot owner's Assessments are unpaid as of the date of his/her signature appears on the petition, he/she shall be disqualified as a petitioner. One of the signers of each page of signatures, shall make oath before a currently registered "Notary Public" that he or she personally witnessed each signature at the time it was affixed on such page, and that each lot owner's signature is the genuine signature of the person whose name it purports to be. A separate recall petition is required for each individual Board member being subjected to recall. Such petition(s) shall be presented by certified U.S. mail to the home mailing address of the Board Secretary within sixty (60) days after the date of the earliest signature on the petition(s). Not later than thirty (30) days after the petition(s) is received by the Board Secretary, the Board of Trustees shall determine whether the petition(s) meets the requirements set out herein. The Board member being subjected to a recall shall be ineligible to participate in the Board's decision regarding the petition's sufficiency.

If a recall petition is found to be sufficient, not later than thirty (30) days from the date of such determination of sufficiency, the Board of Trustees shall call a Special Meeting of all lot owners following the procedures prescribed in the Restrictive Covenants, Article VI, Para. 9 for the purpose of voting on the question, "Shall Board Member.....be removed from office. If at least two thirds (2/3's) of the votes cast on the question favor the removal of the Board Member, he/she shall be considered removed from office immediately. The remaining Board Members shall then appoint a successor to fill the vacancy as prescribed in the Restrictive Covenants, Article VI, Paragraph 6, providing the successor meets all of the requirements as prescribed in the Restrictive Covenants Article VI, Paragraph 8.

6. In the event of the death, resignation, failure to act, recall, or failure to keep Assessments current of any Trustee(s), or if such Trustee(s) shall not own at least one lot in the Subdivision or shall fail to discharge his duties or avail himself of or exercise the rights and powers herein granted as Trustee(s), the remaining Trustees must appoint the next person or persons from the remaining list of candidates from the previous election who received the highest number of votes cast by the property owners as successor Trustee or Trustees to the unexpired term within thirty (30) days. No further business can be transacted by the Board of Trustees after this thirty (30) day period except for the filling of this position until this position has been filled.

7. There shall be an Annual Meeting of Lot owners at a convenient place in St. Francois County for the purpose of electing Trustees or for the transaction of such business as may properly come before said meeting on the

last Saturday in April. Notice of the meeting shall be given by insertion of a notice in a newspaper circulated in St. Francois County, Missouri at least seven (7) days before the date of the meeting, or at the election of the Trustees, notice of said meeting may be had by mailing to each lot owner a letter setting forth the date, time and place of said Annual Meeting.

8. Successors of the Trustees whose term is expiring shall be elected by the lot owners at the Annual Meeting each year and the owner or owners of each lot shall be entitled to one (1) vote for each lot owned having assessments paid in full, which vote may be in person or by absentee ballot or proxy. Only one (1) owner per lot will be allowed to run for a position on the Board of Trustees, or be elected to such a position or serve on the Board of Trustees at a given time. No lot owner will be allowed to run for a position on the Board of Trustees or be elected to such a position unless said lot owner has paid up all assessments due against all lots held in his name. Further, no person shall be allowed to run for a position or serve on the Board of Trustees if he or she simultaneously holds the position of an Officer or Director of the Lake Timberline Volunteer Fire Department, Paddle Club, Hilltop Lodge, Dogwood Chapel, or any other Lake Timberline organization or association which the Board of Trustees may in its discretion and by duly adopted resolution determine to present a possible or likely conflict of interest as the result of any individual's simultaneous service upon the Board of Trustees and as Officer or Director of such other organization or association. Additionally, no person shall be allowed to run for a position or serve on the Board of Trustees if he or she has been previously removed from the Board of Trustees as prescribed in Article VI, Paragraphs 5 & 6. The person or persons receiving the highest number of votes or ballots shall be deemed elected and shall upon their acceptance in writing at once and by force of the Indenture become a member of the Board of Trustees. Any business relevant or pertinent to the affairs of the Lake Timberline property or Subdivision hereof may and shall be transacted at any Annual or Special Meeting. A majority of Board of Trustees shall constitute a quorum.

9. At all meeting of lot owners, any lot owners who are unable to attend a meeting may cast an absentee ballot or proxy in the following manner: When a notice of a meeting is sent to lot owners, there shall be enclosed with such notice an absentee ballot showing office or offices to be filled and propositions, if any, to be voted upon at the announced meeting. If any lot owners desire to cast an absentee ballot, they shall mark their choices on the ballot or proxy and show on the ballot or proxy the plat number and lot number of the lot or lots which they own. Such absentee ballots or proxy shall be signed by the lot owner or owners and mailed, or delivered in person, to the designated tellers of the ballots or proxy, at an address shown in the notice of the meeting. The designated tellers shall keep in confidence all ballots received. Such absentee ballots or proxies, if determined by the designated tellers to have been cast by qualified voters, shall be counted in the manner as are votes cast by lot owners who are present at the meeting.

10. Special Meetings of the Trustees may be called by the President of the Board of Trustees or any other four (4) Trustees. All seven (7) members must be notified by telephone or mail unless the requirements in Paragraph 11 are met. The person or persons authorized to call Special Meetings of the Trustees may fix the time and place for holding any Special Meeting of the Trustees called by them.

11. At any meeting of the Trustees, four (4) shall constitute quorum for the transaction of business, but if all seven (7) Members have not been notified as required in Paragraph 10 above, four (4) affirmative votes are required to approve any Board action. The act of the majority of the Trustees as stipulated shall be the act of the Trustees.

12. In any election of Trustees or changes or additions to the Restrictive Covenants, the owner of each lot shall be entitled to one (1) vote for each lot owned, having assessments paid in full, which vote may be cast in person or by absentee ballot or proxy. By the term "owner" as used in this Article and in all other Articles in these Covenants and Restrictions is meant:

- (a) As owner of one or more lots in fee simple title.
- (b) The purchaser of a contract for deed to one or more lots purchased provided that such said purchaser has entered into a written agreement with titled owner to assume duties, rights and privileges of an owner relating to voting and to paying assessments.

13. At each Annual Meeting, the Trustees shall render an account of all monies received, disbursed and held by them during and at the end of the preceding calendar year.

14. The Board of Trustees may adopt such By-Laws not inconsistent with these Restrictive Covenants and Conditions and the statutes of the State of Missouri, as may be deemed necessary for the management of the affairs of the Board of Trustees. The power to alter, amend or repeal said By-Laws shall be vested in the Board of Trustees.

ARTICLE VII - Filed in Book 442 Page 233 - Reservation of Expenditures

1. The Party of the First Part, Grantor herein, reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by them for joint main sewers, gas pipes, water pipes, poles, wires, streets, street lights, roads, recording fees, subdivision fees and consultation fees or any other fees, charges or expenses incurred with respect to the creation of the subdivision or subdivisions of the above described tract.

ARTICLE VIII - Filed in Book 442 Page 234 and Book 962 Page 306 - Amendments

1. For and during a period of five (5) years commencing with the date hereof, the provisions of this Indenture may be modified or amended by the joint and concurrent action of the Grantor and the Trustees hereunder.

2. From and after five (5) years from the date hereof, this Indenture may be modified or amended by a vote of the owners of not less than fifty (50) per cent of the lots into which this tract may be subdivided.

3. From and after five (5) years period or after the year 1975, this Indenture may be modified, amended or terminated by a majority vote of votes cast by property owners of the lots in which said tracts shall be subdivided, having the assessments paid in full. This voting provision shall also apply to ARTICLE V Para. 1 (b) pertaining to special assessments on special projects as follows:

1 (b) If, at any time, the Trustees shall consider it necessary to make any expenditure requiring an assessment, in addition to the assessments above provided, they shall transmit in writing to the owners of lots for approval an outline of the plan for the project contemplated and the estimated amount required for completion of same and the total assessment so stated be approved at a meeting of the lot owners, duly called and held in the manner provided by the Trustee, by a Fifty One percent (51%) majority of the owners of all the lots, the Trustees shall notify all owners of the said tracts of the additional assessments. Assessment amounts prescribed in Article V, Para. 1(a), shall not apply to any assessments made under the provisions of this paragraph.

4. No person shall be considered as an owner entitled to vote for any purpose provided in this Indenture unless and until he shall have acquired fee simple title duly recorded in the Office of the Recorder of Deeds of St. Francois County, Missouri, nor shall any record lot owner be entitled to vote unless he shall have fully paid all assessments which may be lawfully made by the Trustees against his property.

ARTICLE IX - Filed in Book 442 Page 234, Book 1102 Page 263

No portion of any lake and no part of any tract in Lake Timberline Subdivision shall be used for commercial facilities or commercial purposes unless approved by a majority vote of votes cast (at a duly called meeting) by the Property Owners of the lots in which said tract shall be subdivided having the assessments paid in full. This provision and the comparable provision in ARTICLE IV Paragraph 15 shall not apply to the Lake Timberline Board of Trustees, Inc. Office Building or Police Department which is presently located in Plat 06 Lots 002/003/004/005 nor to any future site on which the Board of Trustees may erect buildings for the purpose of providing services to property owners.

IN WITNESS WHEREOF, the said Party of the First Part and the Parties of the Second Part have hereunto executed this Indenture the day and year first above written.

