

Restrictions Lake St. Clair BK 1 189PG0049

WHEREAS, said plat contains a description of various private drives and easements pertaining to said subdivision, and also delineates the boundaries of the lots contained in said subdivision and building lines, and

WHEREAS, pursuant to a plan to make said subdivision a desirable residence section. AUTHORIZED INVESTORS GROUP, INC. desires that the private drives and easements delineated on said plat shall be for the exclusive use and benefit of owners of lots in said subdivision, members of their respective families, guests, servants, agents, employees, and licensees, subject to such rights, privileges, exception and restriction as are hereinafter expressed, and to make provision for the improvement, protection and management of such private drives and easements and for their proper use and maintenance.

NOW, THEREFORE, in consideration of the premises and of the reliance upon the terms of this instrument by parties hereto and their successors in interest, AUTHORIZED INVESTORS GROUP, INC. does herewith grant bargain sell convey and confirm unto the said Trustees, their successors and assigns, the several strips and parcels of land in the said subdivision which are delineated and set apart on said plat as drives, parkway, easements, or any land within subdivision not designated as lots. The easements and rights of the lot owners in Lake St. Clair and of the Trustees are now defined as follows:

1. Trustees shall have the right to regulate and control the use of said drives and easements and every part thereof for public utilities and for sewer and road purposes, including the right to construct, operate, repair and maintain on, under and over said easements, roads, sewers, pipes, conduits poles wires fireplugs lights and other public facilities, and also shall have the right to grant permission to make extensions therefrom for public utilities, and sewers to serve contiguous and adjacent properties and agreements with reference to use thereof by others including Grantor herein without charge. Trustees shall further have the right to cut weeds and unsightly or obnoxious vegetation and trim or remove trees on any portion of the subdivision.
2. Trustees shall not be personally liable for mistakes of judgment or for maintenance of any of the easements or public utilities or sewers if any in the subdivision, or cutting of weeds or other unsightly vegetation, or to property owners or the public for any loss or damage to person or property arising out of failure to repair and maintain easements and facilities herein mentioned, or for any act of omission or commission.
3. For the purpose of defraying the costs and expenses which may be incurred in the execution of the Trust by Trustees, they may levy assessments against the respective lots contained in said subdivision in such amount as they may deem necessary, but to be based upon a uniform rate per front foot, provided, however, that such assessments may be levied not more than once during each calendar year and no such assessment shall exceed \$0.65 per front foot without the consent of owners of a majority of the lots contained in the subdivision. Front shall be considered the side toward the lake for assessment purposes. All such assessments shall become a first lien on the land assessed from date of recorded assessment filed in the Recorder's Office of Franklin County, unless lien is subordinated by Trustee, in writing, to other liens, or unless the assessments are paid. Assessments shall be payable sixty days after the date levied and shall thereafter bear interest at a rate of six per cent (6%) per annum until paid, and the collection thereof may be enforced by suits at law instituted by the Trustees against any property owner of a lot on which lien shall remain undischarged and successors in interest to such lot. Assessment funds may be used for maintenance, management salary or capital improvements.
4. Trustees shall be entitled to make a charge (except to Grantor) for benefit of subdivision for permits they may grant to extend water or sewer mains or any utilities to contiguous or adjacent properties; for building permits and the use of easements of subdivision in connection therewith. Grantors reserve an easement over the rear half of each lot for the purpose of drilling a well, erecting a pump house not to exceed 8'x8'x8' and/or laying a water main not to exceed six inches inside diameter.
5. Subject to the approval of appropriate public authorities, Trustees shall have the right to dedicate to public use drives and easements or any portion or portions thereof, or sewers, when in their judgments, it shall be deemed advantageous or appropriate to do so, any may convey or grant rights therein to any public authority.
6. Trustees, in exercising the powers and privileges granted to them, and fulfilling their function, may, from time to time, incur expenses, enter into contracts (including insurance) and employ such person as they deem necessary or advisable including one or more of their own, and defend suits brought against them or their agents or servants, and institute actions arising out of terms of this instrument, or to protect the interest of the subdivision. Nothing herein contained

or resign, the other Trustees may act pending selection of a successor. All successor Trustees shall have the same powers and privileges and limitation on liability as the Trustees herein.

~~17. This indenture shall remain in force for twenty five years and shall be automatically extended for successive ten year periods unless prior to any such period, owners of eight tenths of the lots in the subdivision shall agree otherwise. This indenture may be supplemented or altered in writing at any time by Authorized Investors Group, Inc. within three years from date with the consent of the Trustees named herein or their successors in trust.~~

18. Before any construction work may begin, Trustees may require any owner, contractor and subcontractor to deposit with Trustees a cash bond, or other bond with sufficient surety, in the amount of \$1,000.00 running in favor of Trustees to cover any or all of the following conditions

- (1) there will be compliance with approved plans and specification;
- (2) Repairs will be made of any damages to roads, streets, drives, sewers, pipes, conduits, poles, wires, fire plugs, lights, and other public facilities caused by them or their agents, contractors or employees;
- (3) Damages caused to other landowners in said subdivision by virtue of such improvements and construction will be paid upon establishment thereof.

19. All covenants expressed herein are declared to be independent, and not interdependent, and no laces waiver, estoppel, condemnation or failure of title as to any part of parcel of the subdivision know as Lake St. Clair shall have effect to modify, invalidate or annul the effectiveness of this agreement with respect to re remainder of said subdivision.

20. It is understood that Grantors may hereafter add additional land and additional subdivisions of land now owned by Grantors to the total development know as Lake St. Clair.

STATE OF MISSOURI, }
County of Franklin, }

I, Sharon L. Birkman, Recorder of Deeds, within and for said County and State, do hereby certify that the foregoing instrument of writing was filed for record on the 29th day of June, 1999, at 2:57 o'clock P M., and duly recorded in Book 1189, Page 46 on said date.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my official seal, at my office in Union, the date aforesaid.

SHARON L. BIRKMAN, Recorder of Deeds
By Jay C. Muenberger, Deputy

AMENDED RESTRICTIONS OF LAKE SAINT CLAIR

for the subdivision known as LAKE SAINT CLAIR and as recorded in Franklin County, Missouri, records in PLAT BOOKS as follows: Book K Page 67, Book J Page 56, Book K Page 5, Book K Page 34, Book K Page 54, Book J Page 42, Book K Page 35, Book J Page 65, Book K Page 55.

amending those paragraphs 17 and 16 of the original Restrictions having to do with : PROCESS FOR AMENDMENT OR MODIFICATION OF THE RESTRICTIONS and PROCESS FOR ELECTING TRUSTEES

SHARON L. BIRKMAN 99 JUN 29 PM 2:57

ATTN: MARIEA JOB

143419

17. Process for Amendment or Modification of the Restrictions of Lake St. Clair

These restrictions, covenants, and declarations may be amended or modified, and all of the land now or here after affected may be released from any part of the terms and provisions hereof by the owners of fee simple title of two thirds of the votes cast subject hereto at any time, provided that a written document setting forth said amendment or modification be executed by the necessary property owners and properly acknowledged and filed in the Office of the Recorder of Deeds of the County of Franklin, State of Missouri. It being expressly understood and agreed that these restrictions and covenant remain in full force and effect until such time as said document is recorded.

Notices

1) A written notice containing the amendment shall be presented to the Trustees. This "written notice" can be submitted by any property owner whose assessments are current. The notice shall contain at least (25) signatures of lot property owners, one signature per property owner, regardless of the number of lots owned. The Trustees shall give the proposed amendment to a committee of not less than five property owners whose assessments are current. The committee shall review the proposal and make a recommendation as to whether the Trustees should place the amendment to a vote by the lot owners.

Notice, ballots, voting, and all other forms of correspondence concerning the amendment process may be made by first class mail sent to the last known address of the registered lot owner.

Public Readings

2) If a majority of the Trustees agree by vote, the proposed amendment or modification of the restriction shall have two public readings. One of the public readings shall be at a regularly scheduled business meeting. The second reading shall take place at a special meeting, which will be held at least seven days prior to the actual voting day. One of the readings shall take place on a weekend. It is understood that the term "persons", refers to individuals, partnerships, and corporate forms of ownership.

Voting Rights

3) There shall be one vote per lot of a person or company who is on record as owner of a fee or undivided interest in a lot, provided all assessments and interest are paid. Owners of lots with unpaid assessments must be current in all assessments and interest payments the January first prior to the voting date for the proposed amendment or modification in order to cast a ballot. When more than one person holds such interest in any lot, all such persons shall among themselves determine how the one vote shall be cast with respect to any such lot.

Voting

4) Voting shall be by paper ballot. The official ballot shall be sent with a copy of the amendment or modification. The property owners may return ballots to the Lake St. Clair Trustees office by first class mail or hand delivered to the office. Proxy voting will not be allowed.

Ballot Verification Process

5) ~~Committee shall request, from the property owners, five property owners to serve as election officials. These officials shall register, sort and count all votes. These officials shall have the right to void an improperly cast ballot. Where ownership of a lot or lots is held by more than one person, or held by an organization of any form or combination of interests where there are multiple interests in the lot or lots, it shall be the duty of those people or organization or interests to conduct their own process to identify one person to cast the one vote per lot. Once that person has been identified, the identity of that individual may be provided to the Secretary of the Trustees, including an example of the person's signature as well as the lot identification for which that person may cast the vote. The election officials will use these materials which are provided prior to the election. The only exception to this process shall be for a married couple holding a lot or lots by tenancy by the entireties (as a married couple). Where this exception exists, a cast of the vote by either the husband or wife shall be held as valid so long as the signature can be validated. This exception to the election process shall result in the election officials being~~

which identifies his/her ownership in Lake St. Clair. The nomination form must be sent or brought to the Lake St. Clair Trustees Office no later than December 15th or the weekday prior to this date if it falls on a weekend. Nominees for Trustee must be current on their assessments and all interest. It is understood that the word nominee refers to individuals, partnerships, trusts, and other forms of corporate ownership and officers. If more than one lot is owned by the nominee, then assessments and interest must be current on all lots. On or about the second day in January, the Trustees will send by first class mail; a ballot and the information provided by each candidate. It shall also announce the time and location for such elections.

Ballot Verification Process

2) Current Trustees will request from the property owners, five property owners to serve as election officials. These officials shall register, record and count all votes. These officials shall have the right to void an improperly cast ballot. Where ownership of a lot or lots is held by more than one person, or held by an organization of any form or combination of interests where there are multiple interests in the lot or lots, it shall be the duty of those people or organization or interests to conduct their own process to identify one person to cast the one vote per lot. Once that person has been designated, the identity of that individual may be made known to the Secretary of the Trustees, including an example of that person's signature as well as the lot identification for which that person may cast the vote. The election officials will use these materials when provided prior to the election. The only exception to this process shall be for a married couple holding a lot or lots by "tenancy by the entirety" (as a married couple). Where this exception exists, a cast of the vote by either the husband or wife shall be held as valid so long as the signature can be validated. Any deviation from this suggested process shall result in the election officials being empowered to use any reasonable alternative method to validate as well as void any ballot. Such signatures held on file in the trustee office shall be replaced when such persons, organizations, or interests shall provide replacements, but may use signatures on file from prior periods if not replaced by a new designated person's signature and other identifying materials.

Elections

3) An election will be held the third Tuesday of February at the Trustees Office. Balloting will be done on paper ballot containing the names of the nominees meeting the above criteria. There shall be one vote per lot for the owner of record January 1st of the current year. If multiple persons own one lot they may cast only one vote. If one person owns multiple lots, he may cast one vote per lot. Only owners up to date with the payment of their assessments and interest as of December 31st of the prior year may vote. Voting shall take place between 7:00 A.M. and 6:00 P.M. The ballot box shall be locked until ballots are counted after 6:00 P.M. Persons wishing to vote by mail, shall mail their vote to the Trustees Office not later than the Friday before the election. His/her ballot will be placed into a plain envelope and sealed by the Trustees secretary. Such ballots shall be kept under lock and key and not opened until the election closes. Upon completion of the counting of the votes by election officials the winners will be announced. If the winners are not present they shall be notified of their election. Notice shall be given to the unsuccessful candidates.

Term

4) There shall be a total of five Trustees. Their terms of office shall be for three years. At the first election the trustees will be elected for the following terms: Two Trustees - three year terms; Two Trustees - two year terms, and one Trustee - One year term. As the terms come up the newly elected trustees or trustee will then be elected for three years. This establishes a three-year cycle.

Form of Notice

5) Notice, ballots, voting, and all other forms of correspondence concerning the voting process may be made by first class mail sent to the last known address of the registered lot owner.

Incapacity and Replacement

6) If a Trustee should become incapable of serving his office as a result of death, resignation, or unpaid assessments, his position shall be filled for the remainder of the term by an appointed replacement; subject to the conditions provided for election and a majority vote of the remaining Trustees. If a majority vote cannot be obtained an election according to conditions outlined in this process shall be followed.

Initial Election under the new process

7) The initial election under the new amendment for the election of trustees may be held immediately after determination that such amendment was agreed upon as required under the original Restrictions of Lake St. Clair. Such election is tentatively scheduled for July 1999. For the first election the two candidates with the most votes will win the three-year terms. The two candidates securing the next highest votes will win the two-year terms. The candidate with the highest number of votes after the other four candidates shall serve the one-year term.

DN 1410P00661

SHARON L. BIRKMAN
RECORDER OF DEEDS
FRANKLIN COUNTY
STATE OF MISSOURI

PAGES: 2
FEE: 26.00
REFERENCE #: 245253
DATE: 03-25-2002
TIME: 12:24 PM
BOOK #: 1410
PAGE #: 00661
CUSTOMER NAME:



LAKE ST CLAIR TRUSTEE

CK# 8290 26.00

**AMENDED RESTRICTIONS OF
LAKE SAINT CLAIR**

for the subdivision known as LAKE SAINT CLAIR and
as recorded in Franklin County, Missouri, records in PLAT BOOKS as follows:
Book K Page 67, Book J Page 56, Book K Page 5, Book K Page 34, Book K Page 54, Book J Page 42
Book K Page 35, Book J Page 65, Book K Page 55.

Amending these paragraph(s) 10 of the original Restrictions having to do with:

Dogs shall be prohibited from running free and loose within the Lake Saint Clair development. They shall be confined within houses, on leashes, in dog-runs, in pens, or in similar structures. All such structures shall be constructed, including size, in accordance with the restrictions, as amended, of Lake Saint Clair. The Lake Saint Clair Trustees must approve construction of the dog run, pen, etc., before the construction commences. Violations of this policy will result in a fine being imposed upon the dog(s) owners.

AFFIDAVIT

We, the undersigned, duly appointed and current Trustees of Lake St. Clair upon our oath do swear and affirm that upon the 3/25 day of 2002 we did accept the validation (of a committee of five lot owners of said subdivision) that owners of more than eight-tenths of the lots in the subdivision agreed to the above and foregoing modifications and amendments to the common covenants, easements and restrictions of said subdivision as previously set forth in the document entitled "Restrictions of Lake St. Clair" which is recorded upon the records of Franklin County, Missouri,

Edward R Bay
Ed Bay

Lowell T. Hutson
Lowell Hutson

Jim Leroney
Jim Leroney

Larry Sargent
Larry Sargent

Zoretta Schoonover
Zoretta Schoonover

BK 1482P60015

**AMENDED RESTRICTIONS OF
LAKE SAINT CLAIR**

for the subdivision known as LAKE SAINT CLAIR and
as recorded in Franklin County, Missouri, records in PLAT BOOKS as follows:
Book K Page 67, Book J Page 56, Book K Page 5, Book K Page 34, Book K Page 54, Book J Page 42
Book K Page 35, Book J Page 65, Book K Page 55.

Current Amendment: Paragraph 3 of the Amended Restrictions of Lake St. Clair reads as follows:

"Voting Rights"

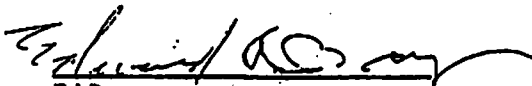
There shall be one vote per lot of a person or company who is on record as owner of a fee or undivided interest in a lot, provided all assessments and interest are paid. Owners of lots with unpaid assessments must be current in all assessments and interest payments the January first prior to the voting date for the proposed amendment or modification in order to cast a ballot. When more than one person holds such interest in any lot, all such persons shall among themselves determine how the one vote shall be cast with respect to any such lot.

Shall be amended to read:

There shall be one vote per lot of a person or company who is on record as owner of a fee or undivided interest in a lot, provided all assessments and interest are paid. Owners of lots with unpaid assessments must be current in all assessments and interest payments the January 31st prior to the voting date for the proposed amendment or modification in order to cast a ballot. When more that one person holds such interest in any lot, all such persons shall among themselves determine how the one vote shall be cast with respect to any such lot.

AFFIDAVIT

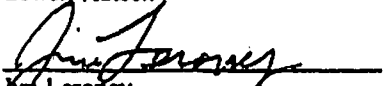
We, the undersigned, duly appointed and current Trustees of Lake St. Clair upon our oath do swear and affirm that upon the 14 day of Nov, we did accept the validation (of a committee of five lot owners of said subdivision) that owners of more than eight-tenths of the lots in the subdivision agreed to the above and foregoing modifications and amendments to the common covenants, easements and restrictions of said subdivision as previously set forth in the document entitled "Restrictions of Lake St. Clair" which is recorded upon the records of Franklin County, Missouri.



Ed Bay



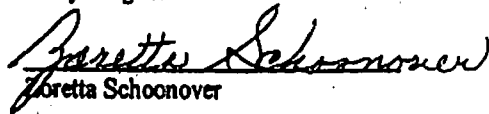
Lowell Hutson



Jim Sargent



Larry Sargent



Joretta Schoonover

2003.22478.001

SHARON L. BIRKMAN
RECORDER OF DEEDS
FRANKLIN COUNTY
STATE OF MISSOURI



PAGES: 2
FEE: \$27.00
REFERENCE #
DATE: 09/09/2003
TIME: 03:21PM

2003-22478

1.60 cash
CK# 8762 (2600) 2700

**AMENDED ARTICLE #3 OF THE RESTRICTIONS OF
LAKE SAINT CLAIR**

for the subdivision known as LAKE SAINT CLAIR and
as recorded in Franklin County, Missouri records in PLAT BOOKS as follows:
Book K Page 67, Book J Page 56, Book K Page 5, Book K Page 34, Book K Page 54,
Book J Page 42, Book K Page 35, Book J Page 65, Book K Page 55.

Article #3 of the Restrictions of Lake St. Clair was amended by vote, August 15, 2003
to read as the following:

The current assessment fee of .65 cents per frontal foot to be increased to .20 cents per frontal
foot each year for a period of three(3) years. Which will be a total increase of .60 cents per
frontal foot by 2006. (2004-\$0.85, 2005-\$1.05, 2006-\$1.25)

AFFIDAVIT

We, the undersigned, duly appointed and current Trustees of Lake St. Clair upon our oath
do swear and affirm that upon 28th day of Aug. we did accept the validation (of a committee of
five lot owners of said subdivision) that owners of more than two-thirds of the lots in the
subdivision agreed to the above and foregoing modifications and amendments to the common
covenants, easements and restrictions of said subdivision as previously set forth in the document
entitled "Restrictions of Lake St. Clair" which is recorded upon the records of Franklin County,
Missouri,

Lowell Hutson
Lowell Hutson

Loretta Schoonover
Loretta Schoonover

Larry Sargent
Larry Sargent

Jim Leroney
Jim Leroney

Bruce Sohn
Bruce Sohn

2003.33765.001

SHARON L. BIRKMAN
RECORDER OF DEEDS
FRANKLIN COUNTY
STATE OF MISSOURI



PAGES: 2
FEE: \$27.00
REFERENCE #
DATE: 12/24/2003
TIME: 09:18AM

SP

2003-33765

CK# 8864-27¹⁰

**MODIFICATION OF THE RESTRICTION OF
LAKE SAINT CLAIR**

for the subdivision known as LAKE SAINT CLAIR and
as recorded in Franklin County, Missouri records in PLAT BOOKS as follows:
Book K Page 67, Book J Page 56, Book K Page 5, Book K Page 34, Book K Page 54,
Book J Page 42, Book K Page 35, Book J Page 65, Book K Page 55.

Article 21 of the Amended Restrictions of Lake St. Clair modified by vote, December 15, 2003
to read as the following:

All ATV'S (all-terrain vehicles) dirt bikes, go-carts, dune buggies and motor scooters, including
mo-peds, whether licensed or unlicensed, and unlicensed motorcycles, and any other vehicle
designated as an off-road vehicle, with the exception of factory built golf carts, shall be prohibited
from operating within the Lake St. Clair Development except on the individual owners private
property.

AFFIDAVIT

We, the undersigned, duly appointed and current Trustees of Lake St. Clair upon our oath do
swear and affirm that upon 23rd day of December, 2003 we did accept the validation (of a
committee of five lot owners of said subdivision) that owners of more than two-thirds of the lots
in the subdivision agreed to the above and foregoing modifications and amendments to the
common covenants, easements and restrictions of said subdivision as previously set forth in the
document entitled "Restrictions of Lake St. Clair" which is recorded upon the records of Franklin
County, Missouri.

Lowell P. Hutson
Lowell Hutson

Zoretta Schoonover
Zoretta Schoonover

Larry Sargent
Larry Sargent

Jan Leroney
Jan Leroney

Bruce Sohn
Bruce Sohn

LAKE SAINT CLAIR

PP

