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**CLARIFICATION FOR COVENANTS
SPRING LAKE T&C HOA , INC.**

Landowners with RV'S and Pull Behind Travel Trailers:

- A. May park on their lot for up to **30 days** at anyone time.
- B. Must be totally self-contained.
- C. Must be on file with the Association.
- D. **NO** Junkers Allowed.
- E. **CAN NOT** be used for permanent living quarters.

Four - Wheelers

- A. Must be 16 years of age.
- B. **NO** 4-Wheeling in the parks.
- C. **NO** doing donuts in our roads or on Private Property.
- D. **NO** 4-Wheelers after sunset or when artificial lights are needed.
- E. Anyone under the age of 16 must be under strict parent supervision at all times.

Animals Rabbits, Chickens, Dogs, etc.

Must be contained. That is a fenced in area where they will not be running free.

President
Leonard Fisher

Leonard Fisher

Leonard Fisher

STATE OF MISSOURI

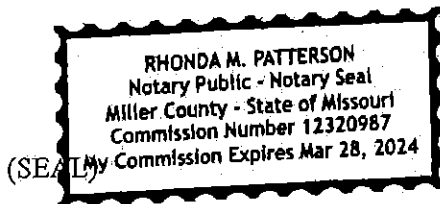
COUNTY OF Miller

ON THIS 27th DAY OF May 20

BEFORE ME PERSONALLY APPEARED
LEONARD Fisher

TO ME KNOWN TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE
AFFIDAVIT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS
THEIR FREE ACT AND AFFIDAVIT FOR THE PURPOSE THEREIN STATED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED BY
OFFICIAL SEAL, THE DAY AND YEAR ABOVE WRITTEN.



Rhonda M. Patterson
NOTARY PUBLIC

MY COMMISSION EXPIRES: 03 28 2024

**BY-LAWS
OF
SPRINGLAKE TOWN & COUNTRY HOA, INC.**

A Missouri Nonprofit Corporation

**ARTICLE I
NAME, PURPOSE, OFFICES**

Section 1. NAME. The name of this Association shall be **Springlake Town & Country HOA, Inc.**, a Missouri not-for-profit corporation (hereinafter referred to as the "Association").

Section 2. PURPOSE. The purposes of the Association shall be those non-profit purposes stated in the Articles of Incorporation, as they may be amended. No part of the net earnings or other assets of the Association shall inure to the benefit of, be distributed to or among, or revert to, any director, officer, contributor or other private individual having, directly or indirectly, any personal or private interest in the activities of the Association, except that the Corporation may pay reasonable compensation for services rendered and may make payments and distributions in furtherance of the non-profit purposes stated in the Articles of Incorporation.

Section 3. OFFICES. The principal office of the Association shall be located in Miller County, State of Missouri. The Association may have such other offices within or without said county as may be required.

The registered office of the Association required under the laws of the State of Missouri to be maintained in the State of Missouri may be, but need not be, identical with the principal office in the State of Missouri, and the address of the registered office may be changed from time to time in conformity with the laws of the State of Missouri. The Association shall maintain a registered agent whose address shall be the same as that of the registered office of the Association

**ARTICLE II
MEMBERSHIP**

Section 1. MEMBERSHIP. The membership in the Association shall consist of the owners of those lots shown on Plats One, Two, Three, Four, Five, and Six of Town 'N Country Subdivision (hereinafter referred to as "Lot Owner"), a subdivision of recording Miller County, Missouri, according to the plats thereof, recorded at Plat Book 2, Page 50 and Plat Book 3, pages 10, 12, 19, 20, and 25 in the Office of the Recorder of Deeds for Miller County, Missouri (hereinafter referred to as the "Subdivision").

ARTICLE III

BOARD OF DIRECTORS

Section 1. ASSOCIATION BUSINESS. The business of the Association shall be managed by a Board of Directors consisting of five (5) members who shall serve without compensation except as provided in Article III, Section 2.c. hereof.

Section 2. ELECTION OF DIRECTORS.

a. The term of office for each member of the Board of Directors shall be three (3) years; provided, however, that the first Board of Directors as named in the Articles of Incorporation shall serve only until the first membership meeting of the Association; and at that meeting a Board of Directors consisting of five (5) members shall be elected by the Lot Owners of the Association eligible to vote, to serve until the next Annual Meeting of the Association. At said first Annual Meeting, one (1) member shall be elected for a term of one (1) year; two (2) members shall be elected for a term of two (2) years; and two (2) members shall be elected for a term of three (3) years. Thereafter at each annual meeting of the membership of the Association, member(s) of the Board of Directors shall be elected to replace the outgoing member(s) of the Board of Directors upon the expiration of their terms of office set forth herein.

b. In the event the Lot Owners elect a Board Member to serve as an Officer, the Board of Directors shall appoint said Director as the specified Officer in accordance with Article V, Section 2. hereof. Nothing in this Section shall prevent the Board of Directors from removing an Officer of the Association upon a majority vote of the Board of Directors.

Section 3. REPLACEMENT OF DIRECTORS.

a. In the event that for any reason a replacement or an election for replacement for any outgoing member of the Board of Directors has not occurred at the designated expiration date of said outgoing and expiring director's term, said Director shall remain a member of the Board of Directors until a replacement can be elected at a duly convened meeting of the Lot Owners of the Association.

b. In the case of a vacancy on the Board of Directors which occurs for any reason other than the ordinary expiration of the term of office, the remaining Directors by a majority vote shall elect a successor to hold office until the next annual meeting of the Lot Owners of the Association, at which time the Lot Owners of the Association eligible to vote shall elect a member to complete the remaining unexpired term, if any, of the Director vacancy.

c. Notwithstanding the provisions of Article III, Section 2.a. and 2.b. hereof, Directors may be removed at a meeting of the Membership called expressly for that purpose. Such meeting shall be held at the location specified in a Notice of Meeting

mailed to each Lot Owner not more than sixty (60) and not less than fifteen (15) days prior to the date of such meeting. One or more directors or the entire board of directors may be removed, with or without cause, by a vote of sixty percent (60%) of the Lot Owners eligible to vote at said meeting.

Section 3. MEETING OF THE BOARD OF DIRECTORS. There shall be an annual meeting of the Board of Directors which shall be held following each Annual Meeting of the membership of the Association. Special meetings of the Board of Directors shall be held if called by a) the President of the Association, or b) a majority of the Board of Directors. The Secretary shall give notice of any special meeting of the Board of Directors by mailing to each Director a notice of the day, time and place of such meeting not more than sixty (60) and not less than fifteen (15) days prior to the date of such meeting. If all the Directors waive notice of a special meeting, in writing or as recorded in the minutes at such meeting, no notice of such meeting shall be required.

Section 4. QUORUM. Three (3) Directors shall constitute a quorum which shall be required for the transaction of business; but, if at any meeting of the Board of Directors there is less than a quorum present, the majority of those Directors present may adjourn the meeting from time to time. All powers of the Board of Directors shall be exercised by a majority thereof unless a greater number is required by these BY-LAWS. Directors may delegate their authority and decision-making power to any one of the Directors in writing.

Section 5. PRESIDING OFFICER. At all meetings of the Board of Directors the President shall preside, or in his absence the Vice-President, and in the absence of both, the Directors shall elect a presiding officer before such meeting.

Section 6. BOARD OF DIRECTORS' POWERS. The Board of Directors shall have the following Powers:

- a. To appoint, and at their discretion, remove or suspend officers and servants to carry out the object and purposes of the Association.
- b. To provide for the management of the business and affairs of the Association in such manner as they deem fit and in accordance with the wishes of the Lot Owners of the Association as determined at an annual or a special meeting of the membership; to provide for the carrying out of the necessary maintenance, upkeep, operation and improvement of Lake Acres Subdivision and for the purposes of the Association as set forth in the Amended Articles of Incorporation (Exhibit "A" attached) and to exercise, when necessary, such authority as is further granted to them by the Lot Owners of the Association specifically authorized at a duly convened meeting.

c. To determine who shall be authorized to sign for and on behalf of the Association, checks, receipts, endorsements, contracts and other documents. See Section 6.h. regarding entering into contracts.

d. To prevent violations and threatened violations of these By-Laws and to compel performance of the terms of them in addition to any other laws, regulations or ordinances which may now, or in the future, affect the Subdivision and make provision for compliance therewith.

e. To receive, hold, convey, dispose and administer in trust for any purposes permitted by these By-Laws, gifts, grants, conveyances, or donations of any real or personal property.

f. To insure the Association against all risks, casualties and liabilities of any nature, including but not limited to, public liability and property damage insurance, in such amount and upon such terms as they may deem reasonable.

g. To insure the Association against the misconduct and negligence of the Board of Directors and their agents (errors and omissions coverage) in such amounts and upon such terms as they may deem proper.

h. To enter into contracts necessary for the management of the business and affairs of the Association.

i. To employ attorneys when legal consultation is considered necessary to carry out the business and affairs of the Association including the implementation of these By-Laws.

j. In the event of the acquisition or threatened acquisition of any property subject to these By-Laws by a public or quasi-public entity, to negotiate with such entity.

k. To exercise such other powers as may be incidentally necessary to effectuate the provisions of these By-Laws, and unless inconsistent herewith, utilize all powers conferred upon persons acting as Directors by the statutes and laws of the State of Missouri.

Section 7. LIABILITY OF DIRECTORS. No Director shall be liable for, and the Association hereby indemnifies the Directors for errors in judgment made in good faith, or for any loss to any beneficiary hereunder, or any other person, whether or not such Director shall have insurance against the same, except such as shall occur through actual fraud or willful misconduct on the part of said Director. In addition, no Director shall be liable or responsible for the acts or defaults of any other Director, but such Director shall be liable only for his own acts and defaults.

ARTICLE IV

ASSESSMENTS

Section 1. **GENERAL ASSESSMENT.** The Board of Directors is authorized to assess and collect each year from the Lot Owners of the Association a sum of money sufficient for the operation and carrying out of the general purposes of the Association, which includes but is not limited to the maintenance, repair, and improvement of the roadways and common areas in the Subdivision. Each year, the Board of Directors shall submit a proposed budget, which includes the expenditures of the Association for the following year and each Lot Owner's pro rata share thereof, to the Lot Owners for the Lot Owners' consideration at the Annual Meeting. The proposed budget shall be mailed to each Lot Owner not less than thirty (30) days prior to the Annual Meeting. Said budget must be approved by a vote of sixty percent (60%) of the Lot Owners eligible to vote at the Annual Meeting of the Association.

Section 2. **SPECIAL ASSESSMENTS.** If at any time the Directors shall consider it necessary to make expenditures in excess of the amount which will be raised through the general assessment provided for in Article IV, Section 1 hereof, the Directors shall submit a written statement to the Lot Owners setting forth the reasons for such assessment and shall call a special meeting of the membership. If more than sixty percent (60%) of the Lot Owners of the Association eligible to vote are present in person or represented by written proxy and voting at such meeting approve the special assessment, the Directors shall be authorized to impose such Special Assessment and shall so notify all Lot Owners. The Board of Directors shall have the right to establish the amount of any special assessment for one or more, but not all Lots if said special assessment is necessary, except that the total of all such affected lots shall not to exceed the total of the special assessment.

Section 3. **OTHER ASSESSMENTS.** In the event the Association shall take any legal action to abate any nuisance or other activity pursuant to Article XII, Section 13 hereof, or take any action against any Lot Owner to otherwise enforce the provisions of these By-Laws, then and in any such event, if the Association shall prevail in any such action, the charges incurred by the Association in performing such activities or enforcements, and all fines, reasonable attorney's fees and court costs related there to, shall become an assessment against said Lot Owner's lot. In the event any Lot Owner shall institute a suit against the Association based upon these By-Laws, and the Association shall prevail therein, then the Association shall be entitled to all costs incurred, including reasonable attorney's fees, which shall be immediately due from the Lot Owner and become an assessment against said Lot Owner's lot.

Section 5 **NOTICE OF ASSESSMENTS AND ENFORCEMENT.** Notice of any assessment, general, special, or other, shall be given by first class mail, postage prepaid to the last known address of each Lot Owner or by posting a brief notice of such assessment upon the lot itself.

Upon adoption at the annual meeting, annual general assessments shall be due and payable on or before July 31 of each year. In the event an annual budget is not approved at any annual meeting, the amount of the annual general assessment for the previous year shall become so due and owing. Special assessments or other assessments shall be due and payable within sixty (60) days after notice is mailed or posted. All general, special and other assessments not paid by the due date shall bear interest at the rate of ten percent (10%) per annum, compounded monthly, until paid. Any assessment and interest shall constitute a lien upon the lot until fully paid. The Board of Directors may file suit to enforce payment of such assessment, with interest, in which event all court costs and reasonable attorney's fees incurred by the Board of Directors in such proceeding shall be charged to the Lot Owner and secured by such lien. Such lien may be foreclosed and enforced in any manner provided for enforcement and foreclosure of liens.

ARTICLE V **OFFICERS**

Section 1. ASSOCIATION OFFICERS. The officers of the Association shall consist of the President, Vice-President, Secretary, and Treasurer.

Section 2. APPOINTMENT OF OFFICERS. The Officers of the Association shall be appointed by the Board of Directors from among its own members for terms of three (3) years or until a successor to such office is appointed. The annual appointment of Officers shall be conducted at the Board of Director's annual meeting. In the event the Lot Owners vote a Director to be a particular Officer, the Board of Directors shall make such appointment. Nothing in this Section shall prevent the Board of Directors from removing an Officer of the Association upon a majority vote of the Board of Directors.

Section 3. REMOVAL OF OFFICERS. Any Officer appointed by the Board of Directors may be removed at any time by the affirmative vote of the majority of the entire Board of Directors at a meeting duly called at which a quorum is present. Nothing in the foregoing shall prevent the Board of Directors from executing a unanimous written consent to the removal of any or all of the Officers.

Section 4. COMPENSATION. Officers shall not be paid any salary or compensation for services performed in connection with the Association unless specifically authorized by sixty percent (60%) of the Lot Owners eligible to vote at a duly convened meeting of the Lot Owners of the Association.

Section 5. PRESIDENT.

a. Duties. The President shall be the chief executive officer of the Association and shall have general charge of the business of the Association. The President shall preside at all meetings of the Board of Directors when present. The President shall see that all resolutions and orders of the Board of Directors are carried into effect. The President shall execute all contracts and agreements authorized by the Board of Directors.

b. Reports. The President shall submit a report of the operation of the Association for the previous fiscal year to the Board of Directors at their regular meeting and to the Lot Owners at their annual meeting.

Section 6. VICE PRESIDENT.

a. Duties. In the absence or disability of the President, the Vice-President shall have all the powers and shall be subject to all the duties of the President so long as such absence or disability of the President continues. The Vice-President also shall have duties as may be conferred upon him/her from time to time by the Board of Directors.

Section 7. SECRETARY.

a. Duties. The Secretary shall keep the minutes of all meetings of the Board of Directors and of all meetings of the membership. The Secretary shall attend to the giving and serving of all notices of the Association. The Secretary shall sign with the President all bills of exchange, checks, promissory notes of the Association and all contracts entered into by the Association.

Section 8. TREASURER.

a. Duties. The Treasurer shall deposit the funds coming into his/her hands in a bank, the accounts of which shall be insured by the Federal Deposit Insurance Corporation or successor entity. The Treasurer may, if deemed necessary by a majority of the Board of Directors, be bonded for the proper performance of his/her duties in an amount fixed by a majority of the Board of Directors. The Treasurer shall keep books and records of receipts and disbursements and distribute an Annual Financial Report of the previous fiscal year to all Lot Owners present at the Annual Meeting of the membership.

b. Nothing in this Section shall prevent the Board of Directors from voting to retain the services of any accountant or other professional to assist the Treasurer in performing the functions of this office.

ARTICLE IX
MEETINGS OF THE MEMBERSHIP

Section 1. ANNUAL AND SPECIAL MEETINGS OF THE MEMBERSHIP.

a. Quorum. At all meeting of the Lot Owners, representation in person or by proxy of the owners of thirty percent (30%) or more of the lots in the Subdivision who are eligible to vote at said Annual Meeting shall constitute a quorum which shall be required to transact business.

b. Annual Meeting. There shall be an annual meeting of the membership of the Association the first (1st) weekend in August of each year for the purpose of electing Directors and for the transaction of such other business as may be brought before said meeting. The meeting place shall be designated by the Board of Directors in the Notice of said Annual Meeting. It shall be the duty of the Secretary to cause a notice of each annual meeting to be given to each Lot Owner of the Association by mailing a notice to the home address of each Lot Owner as shown by the records of the Association no more than sixty (60) and not less than fifteen (15) days prior to any annual meeting which shall give the location, day and time of said meeting.

c. Special Meetings. Special meetings of the membership of the Association may be held from time to time whenever called by the President of the Board of Directors or by a majority of the Board of Directors. A special membership meeting shall be called at any time by the President or Vice-President upon the written request or petition often percent (10%) or more of the membership of the Association entitled to vote a meeting of the membership of the Association. Notice of any special meeting indicating briefly the object or objects thereof shall be given by the Secretary to each and every Lot Owner of the Association in the same manner as provided for the giving of notice of each annual meeting of the membership of the Association.

Section 2. The President of the Board of Directors, or in his absence, the Vice-President or any Director of the Association may call the meeting of the membership of the Association to order and a Chairman shall be elected.

Section 3. VOTING.

a. At all Association membership meetings each Lot Owner shall be entitled to one vote for each lot owned, whether improved or vacant.

b. All votes of Lot Owners must be made in person by the Lot Owner or his/her proxy, at a meeting duly called. All proxies must be granted in writing, signed by the Lot Owner(s) and delivered to the Secretary of the Association prior to the start of any meeting for which the proxy is granted.

c. Only Lot Owners who are current on payments of all the annual general assessment, special assessments, and other assessments, if any, are entitled to vote at the meetings of the Association. Any Lot Owner who is delinquent in any payment of the annual general assessment, special assessments, or other assessments shall not be entitled to cast a vote for any lot or lots said Lot Owner owns, regardless if such assessments only apply to one or more, but not all lots owned by said Lot Owner. Any Lots delinquent in any payment of the annual general assessment, special assessments, or other assessments shall not be counted in the calculation of the Quorum for any meeting or requisite percentage for passage of any vote.

ARTICLE XI **FISCAL YEAR**

Section 1. The fiscal year in the business of this Association shall be January 1 of each year through December 31 of the same year.

ARTICLE XII **MUTUALLY BENEFICIAL COVENANTS**

Section 1. ACCEPTANCE. These By-Laws, together with any future amendments, duly adopted in accordance with the provisions hereof, shall constitute restrictive covenants for the Subdivision, which are mutually beneficial to all Lot Owners in the Subdivision. By executing and delivering their Acceptance of these By-Laws, each Lot Owner accepting these By-Laws is agreeing that their lots in the Subdivision, for themselves, their heirs, successors, and assigns, to be bound by the covenants contained herein and said covenants shall run with the land.

Section 2. LAND USE AND BUILDING TYPE.

- a. No dwelling shall be placed less than 25 feet from the road.
- b. No permanent dwelling shall be less than 480 square feet of living space.
- c. The speed limit on all roads within the Subdivision shall be 20 miles per hour.
- d. No sale of partial lots – only full-sized platted lots shall be offered for sale.
- e. There shall be no more than one dwelling per lot.
- f. There shall be no mini trailer parks within the Subdivision – trailers which are not occupied for a period of thirty (30) days or more shall be immediately removed by the owner.
- g. All lots shall have proper septic systems installed and maintained in accordance

with the standards and permitting requirements of the Missouri Department of Natural Resources and/or Federal Environmental Protection Agency or any successors thereof.

h. Only Lot owners and their guests shall be allowed to fish or use the lakes in the Subdivision. Cards allowing for the temporary use of the lakes by a Lot Owner's guests shall be obtained from an Officer of the Association.

i. All mobile homes (trailers) shall be properly anchored to the ground.

j. All gas and water lines must be buried.

k. Culverts to be placed in front of any Lot shall be installed at the expense of the Lot Owner, along with any damages to the roadway cause by such installation.

l. In addition to not being eligible to vote at any meeting of the Association, any Lot Owner who is delinquent in the payment of any assessments shall be denied any lake, fishing, park, or Board privileges.

m. No hunting is allowed within the Subdivision.

n. No poaching is allowed within the Subdivision.

o. No farm animals allowed to be maintained within the Subdivision.

p. Rules and Regulations for all Parks platted on the Subdivision plats:

- i. All Parks are restricted to Lot owners and their guests;
- ii. All Parks shall close at 11:00 p.m. -- with exceptions for allotted holidays;
- iii. No Camping is allowed.
- iv. No bon fires or open burning allowed;
- v. No through traffic allowed;
- vi. No motorcycles or ATV's allowed;
- vii. Any person or persons found or caught destroying Park property will be prosecuted to the fullest extent of the law and any costs for repairs of such Park property shall be assessed against such Lot Owner's lot; and,
- viii. Any violators will be prosecuted to the fullest extent of the law.

Section 3. ARCHITECTURAL CONTROL.

a. The Board of Directors shall develop rules and regulations regarding the construction and making of improvements in the Subdivision. The Lot owners may amend said rules and regulations regarding the contraction and making of improvements in the Subdivision at a meeting of the Lot Owners, duly convened, and agreed to by sixty percent (60%) of the Lot Owners eligible to vote, present in person or by proxy at such meeting.

b. The location of all buildings on any Lot or Lots must be approved by the Board of Directors in writing. No improvements shall be erected, placed or altered on any lot until one (1) copy of the construction plans and specifications, with said plans showing the location of the improvements and landscape design plans have been submitted to the Board of Directors and approved by them in writing as to size, type of materials, and harmony of external design and landscaping with existing structures and landscaping. All approved plans and specifications must be strictly followed and no improvements may be changed or altered without written approval by the Board of Directors.

Section 4. COMPLETION OF IMPROVEMENTS. All improvements shall be completed within one (1) year after approval by the Board of Directors. Within this time frame, the exterior of each building must be completed within nine (9) months after construction commences.

Section 5. BUILDER'S DEPOSIT. At the time plans are approved by the Board of Directors under ARTICLE XII, Section 2 hereof, the Lot Owner shall provide a deposit of five hundred dollars (\$500.00) to the Board of Directors to insure removal of all debris and repair any damage to the Subdivision improvements which may occur during construction. In the event the Board of Directors shall use any portion of the deposit for any such purpose, the Lot Owner shall pay such sum to the Board of Directors as is necessary to restore the deposit to five hundred dollars (\$500.00) or construction shall immediately cease. Retention and use of the security deposit by the Board of Directors shall be in addition to all other remedies available to them against the Lot Owner and his agents, contractors and employees. Within thirty (30) days after completion of the improvements, the Board of Directors, after their inspection of said improvements, shall return the builders deposit to the Lot Owner if said inspection is satisfactory.

Section 6. EASEMENTS.

a. Easements granted the Board of Directors for installation and maintenance of utilities, drainage facilities and roadways, now or hereafter, for the Subdivision are and will be established by instruments of record. Within any then existing easements, no improvement shall be placed or permitted to remain which may, in the sole judgment of the Board of Directors, damage or interfere with installation and/or maintenance of utilities, sewers and roadways, change the direction or flow of drainage channels, or

obstruct or retard the flow of water through drainage channels. All easements within each Lot and all improvements therein shall be maintained continuously by the Lot Owner except those improvements for which the Association or a public authority or utility company is solely responsible.

b. No additional easements for utilities, roadways, or any other purpose running from any lot may be granted by any Lot Owner without the approval of the Board of Directors.

Section 7. NUISANCES AND INTERFERENCE WITH THE PROPERTY AND ACTIVITIES OF OTHERS. No nuisances (as determined in the sole judgment of the Board of Directors, whether or not such activity shall constitute a nuisance at law), noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood. No lot shall be used for purposes prohibited by these By-Laws, laws or ordinances. No hunting shall be permitted in the Subdivision and no discharge of firearms shall be allowed except for the Lot Owner's safety, including the shooting of wild animals, snakes or other dangerous varmints. Each Lot Owner shall care for his lot, including any portion subject to an easement not maintained by others. Owners of Lots with improvements thereon shall maintain and cut weeds, grass and brush and keep their lot free from debris and other waste matter. Owners of lots without improvements thereon may leave their lots in a natural state of vegetation, but kept clean of fallen trees on the ground, debris and other waste. The Lot Owner shall maintain the natural state of vegetation to prevent it from becoming a safety hazard, in the sole judgment of the Board of Directors. Failure to comply with this provision shall constitute a nuisance within the meaning of these By-Laws and the Board of Directors is hereby empowered to have grass in excess of eight (8) inches in height cut and to clean up the weeds, waste debris or other matter and the Lot Owner shall be fined fifty dollars (\$50.00) per lot, per occurrence together with all reasonable expenses incurred for said cleanup of weeds, waste debris or other matter, all of which shall become an assessment pursuant to Article IV, Section 3hereof. The Board of Directors, agents or employees shall not be deemed guilty or liable for any trespassing for just due cause in any action taken pursuant to the powers herein granted.

Section 8. VEHICLES AND TEMPORARY STRUCTURES.

a. No vehicle shall be regularly parked on any road or roadway in the Subdivision. No vehicle(s) shall be parked in yards. Only properly registered, operational, non-commercial passenger cars, pick-up trucks, and vans shall be parked in driveways. Only during adverse road conditions you may park behind the mailboxes by the front entrance. You may only park on the side of the road where the mailboxes are.

b. No personal or commercial vehicle, camper, house trailer or other structure, including, without limitation, recreational vehicles/travel trailers, trucks, basements, tents, shacks, garages, barns or other buildings shall be used on any lot as a temporary or

permanent residence; nor shall they be stored on any lot, except in a designated area by the approval by the Board of Directors, and in such a manner that does not interfere with the access of emergency vehicles to improvements from the roadway, roadways and any other Lots. No off road vehicles/ATV's shall be operated on any roadways within the subdivision, except only during adverse road conditions that would prevent normal vehicle operation.

Section 9. STREET LIGHTING. All street lights owned by the Association in the Subdivision, or hereinafter established by the Association in the Subdivision, are and shall be private and maintained by the Association for the benefit of all Lot Owners.

Section 10. SEWAGE DISPOSAL. There shall not be outside toilets of any kind whatsoever. All sanitation facilities, baths, sinks and land drains on each lot shall be connected to a disposal system meeting the requirements of the Missouri Clean Water Commission or Miller County, whichever is appropriate in the circumstances, and approved by the Board of Directors pursuant to Article XII, Section 3 above. No cesspools shall be permitted. Sewage disposal shall be by a single-family aerobic conversion system or a system of equal quality in accordance with Miller County requirements and specifications. If the Board of Directors should desire professional guidance to evaluate individual sewage system plans, they may engage a licensed engineer and assess the Lot Owner for the cost of this service. The Board of Directors may, at their sole discretion, inspect any installation to insure the proper maintenance and repair thereof, the charge for such inspection shall be paid from the general subdivision assessment. Any Lot Owner whose sewage disposal system is found to be failing, shall be notified in writing by the Board of Directors and the Lot Owner shall have fifteen (15) days from receipt of said notification to repair such failure, except where raw sewage is leaking or being expelled from any Lot Owner's septic system, such failure shall be corrected immediately. If the Lot Owner does not take corrective action to repair the failure within said day (15) period, or immediately in the event raw sewage is leaking or being expelled from any Lot Owner's septic system, the Board of Directors may contract for the repair of the system and the owner of said lot shall be charged with the expenses incurred, which shall become an assessment pursuant to Article IV, Section 3 hereof. The Board of Directors, agents or employees shall not be deemed guilty or liable for any trespass in any action taken pursuant to the powers herein granted.

Section 11. COMMERCIAL. No commercial use shall be allowed on any lot within the Subdivision except that of a small office in the home for such occupations where such home office is not open to the public.

Section 12. LEASING/TIMESHARES. A Lot Owner may lease his property. The minimum term of a lease shall be one (1) year. No timeshare ownership shall be allowed on any lot in the Subdivision. Lot Owners that lease his/her property must notify the Board of Directors of said person(s) that are leasing such property.

Section 13. TRASH COLLECTION/TRASH BURNING. Trash burning is only allowed in a proper burn-barrel. All other trash must be collected and placed in a poly-cart provided by a commercial waste management company or placed in a suitable container to be collected by a commercial waste management company. Lot Owners are responsible to call a commercial waste management company to initiate trash collection services. Lot Owners are responsible for removal of all garbage and solid waste. No person shall throw, deposit, sweep or abandon upon any public road or ditch or any property owned by or under the control of the Association any ashes, rubbish, filth, refuse, chemicals or waste matter of any kind, nor any noxious matter.

ARTICLE XIII

GENERAL

Section 1. ADOPTION OF BY-LAWS. These By-Laws shall be effective upon their adoption by both a majority vote of the entire Board of Directors at a duly convened meeting and a vote of sixty percent (60%) of the Lot Owners of the Association eligible to vote, at a duly convened meeting of the Lot Owners.

Section 2. BY-LAW CHANGES. These By-Laws may be altered, amended or rescinded by a vote of sixty (60%) percent of the Lot Owners of the Association eligible to vote present at such duly convened meeting when the amendment, alteration or revision is presented. Notification of any proposed changes to these By-Laws shall be mailed to the home address of each Lot Owner as shown by the records of the Association by the Secretary not less than thirty(30) days prior to any annual or special meeting. Said notification shall include a brief description of the proposed By-Laws change and the location, day, and time of said meeting. Properly executed written or e-mail proxy votes received by the Secretary from Lot Owners eligible to vote, prior to such meeting, shall be accepted for voting purposes at said meeting.

Section 3. SEVERABILITY. The By-Laws and provisions herein are to be construed as each independent of the other, and in the event that any one of them shall not be enforceable or shall otherwise fail, the validity or binding effect of the others shall not hereby be affected.

Section 5. TERM. The covenants hereof shall run with the land and be binding upon all parties, their heirs, successors and assigns.

THE ABOVE BY-LAWS WERE ADOPTED BY SPRINGLAKE TOWN & COUNTRY HOA, INC. THIS 3rd DAY OF August, 2013.