

Lakewood Hills - Declarations of Dedication et al

Dedication - Gem Lake, 1963	Dedication - Crystal Lake, 1965	Dedication - Whispering Pines, 1979	Summary... Gem Lake	Summary... Crystal Lake	Summary... Whispering Pines
<p>DECLARATION OF DEDICATION, EASEMENTS AND PROTECTIVE RESTRICTIONS APPLYING TO LAKEWOOD HILLS, GEM LAKE ADDITION</p> <p>THIS DECLARATION, made and entered into by George J. Cyrus & Co., Inc., a corporation organized and existing under the laws of the State of Illinois and authorized to do business in the State of Missouri, and for convenience hereinafter referred to as the "Corporation".</p> <p>WITNESS THAT</p> <p>WHEREAS, the Corporation is the owner of certain lands in Section 5, Township 42 North, Range 3 East and in Sections 32 and 33, Township 43 North, Range 3 East, County of Jefferson, State of Missouri, and</p> <p>WHEREAS, said lands, hereinafter referred to as LAKEWOOD HILLS, presently consist of eight hundred and six (806) acres of wooded hills, running creeks, rolling meadows and green valleys, and</p> <p>WHEREAS, the Corporation has enhanced the natural, scenic and rustic beauty of a part of LAKEWOOD HILLS by extensive planting of blooming shrubs and flowering trees and,</p> <p>WHEREAS, the Corporation plans to create in Lakewood Hills a unique and attractive city-country acreage residential development that will have as added facilities and attractions small lakes with sand beaches for bathing and fishing, parks, an arboretum, a community garden or gardens, landscaped parkways, a stable and pasture for horses and, eventually, with the cooperation of residents of Lakewood Hills and if feasible, the Corporation may provide other recreation facilities for such sports as tennis and golf and,</p> <p>WHEREAS, a portion of said lands legally described as</p> <p>LAKEWOOD HILLS, Gem Lake Addition, being a Subdivision consisting of part of the East half of the Northwest Quarter, and part of the West half of the East half of the Northwest quarter and part of the Northwest quarter of the Southwest quarter, all in Section 33; also all of the Southwest quarter of the Northeast quarter of Section 32; and all of that part of</p>	<p>LAKEWOOD HILLS, CRYSTAL LAKE ADDITION DECLARATION OF DEDICATION, EASEMENTS AND PROTECTIVE RESTRICTIONS</p> <p>THIS DECLARATION, made and entered into by George J. Cyrus & Co., Inc., a corporation organized and existing under the laws of the State of Illinois and authorized to do business in the State of Missouri, and for convenience hereinafter referred to as the Corporation.</p> <p>WITNESS THAT</p> <p>WHEREAS, the Corporation is the owner of certain lands in Section 5, Township 42 North, Range 3 East and in Sections 28, 32 and 33, Township 43 North, Range 3 East, County of Jefferson, State of Missouri, and</p> <p>WHEREAS, said lands, hereinafter referred to as LAKEWOOD HILLS, presently consist of eight hundred forty-four (844) acres of wooded hills, running creeks, rolling meadows and green valleys, and</p> <p>WHEREAS, the Corporation has enhanced the natural, scenic and rustic beauty of a part of LAKEWOOD HILLS by extensive planting of blooming shrubs and flowering trees and</p> <p>WHEREAS, the Corporation plans to acquire more land to add to the above property so that the total may exceed 1,000 acres and eventually aggregate as much as 2,000 acres; and to create in LAKEWOOD HILLS a unique and attractive city-country acreage residential development that will have as added facilities and attractions small lakes with sand beaches for bathing and fishing, parks, an arboretum, a community garden or gardens, wildwood parkways, landscaped parkways, a stable and pasture for horses and, eventually, with the cooperation of residents of LAKEWOOD HILLS and if economically feasible, the Corporation may provide other recreation facilities for such sports as tennis and golf, and</p> <p>WHEREAS, a portion of said lands legally described as</p> <p>LAKEWOOD HILLS, Crystal Lake Addition, being a subdivision in the North half of Section 33 and in the South half of the South half of Section 28 - Township 43 North - Range 3 East, County of Jefferson, State of Missouri,</p>	<p>AMENDED DECLARATION OF DEDICATION, EASEMENTS AND PROTECTIVE RESTRICTIONS APPLYING TO LAKEWOOD HILLS, WHISPERING PINES ADDITION</p> <p>Comes now GEORGE J. CYRUS & COMPANY, INC., a corporation of the State of Illinois authorized to do business in Missouri, hereinafter referred to as the Corporation, owner of more than forty percent (40%) of the lots at Lakewood Hills, Whispering Pines Addition, as originally platted in a plat dated March 2,1965 in Plat Book 34, Page 19, at the Office of the Recorder of Deeds of Jefferson County, Missouri, and who in accordance with Article Five, Section Eight of the original declaration of easements and protective restrictions applying to Lakewood Hills, Whispering Pines Addition dated March 2, 1965, and recorded in Book 371, Page 721 in the office of the Recorder of Deeds of Jefferson County, Missouri and in the best interest of the subdivision has subdivided and added additional lots in said Lakewood Hills, Whispering Pines Addition as reflected in Whispering Pines Addition Plat II dated December 27th, 1979 and recorded in Plat Book 75, Page 23, in the Office of the Recorder of Deeds of Jefferson County, Missouri, does hereby declare that it is in the best interest of the subdivision to amend the original Declaration of Easements and Protective restrictions and does hereby amend same as permitted in Article Five, Section Five thereof since less than sixty percent (60%) of the lots have been sold and the Property Owners Association has not been formed.</p> <p>This amended Declaration of Easements and Protective Restrictions shall apply to all lots in Lakewood Hills, Whispering Pines Addition recorded in Plat Book 34, at Page 19 in the Office of the Recorder of Deeds of Jefferson County, Missouri, and in Whispering Pines Addition Plat II recorded in Plat Book 75, at Page 23 in the Office of the Recorder of Deeds of Jefferson County, Missouri, and to all subsequent additions to said Whispering Pines Addition made by the Corporation pursuant to Article Five, Section Eight hereof.</p>	<p>Lakewood Hills, Gem Lake Addition, Overture:</p> <p>George J. Cyrus & Co. is an Illinois corporation and is authorized to act in Missouri.</p> <p>Lakewood Hills is 806 acres in Jefferson County.</p> <p>The Corporation intends to create a residential development that includes:</p> <ul style="list-style-type: none">• Small lakes for bathing and fishing• Arboretum• Community Garden• Landscaped Parkways• Stable and Pasture for Horses <p>Other recreational facilities may be added later.</p> <p>The property has been subdivided and recorded.</p>	<p>Lakewood Hills, Crystal Lake Addition, Overture:</p> <p>George J. Cyrus & Co. is an Illinois corporation and is authorized to act in Missouri.</p> <p>Lakewood Hills is 844 acres in Jefferson County.</p> <p>The Corporation intends to create a residential development that includes:</p> <ul style="list-style-type: none">• Small lakes for bathing and fishing• Arboretum• Community Garden• Landscaped Parkways• Stable and Pasture for Horses <p>Other recreational facilities may be added later.</p> <p>The property has been subdivided and recorded.</p>	<p>Lakewood Hills, Whispering Pines Addition, Overture:</p> <p>George J. Cyrus & Co. is an Illinois corporation and is authorized to act in Missouri.</p> <p>The property has been subdivided and recorded.</p>

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<p>the North half of the Southeast quarter of said Section 32 which lies within the right of way of Wildwood Drive, all being in Township 43 North, Range 3 East in Jefferson County, Missouri,</p> <p>hereinafter referred to as Gem Lake Addition, has been subdivided as shown upon a plat of even date herewith prepared and certified to by Jefferson County Surveying Company, by Theodore Hurtgen, registered land surveyor, State of Missouri, duly signed and acknowledged by the Officers of the Corporation and filed for record in the Records office of Jefferson County, Missouri, and</p> <p>WHEREAS, the Corporation desires to establish for its own benefit and for the benefit of all future owners or occupants of Gem Lake Addition and Lakewood Hills certain easements, rights, dedications, protective restrictions and covenants with respect to use and maintenance of the lots and facilities pertaining to Gem Lake Addition and Lakewood Hills,</p> <p>NOW, THEREFORE, the Corporation, as the owner of the real estate hereinbefore described and for the purposes above set forth, DECLARES AS FOLLOWS:</p>	<p>hereinafter referred to as Crystal Lake Addition, has been subdivided as shown upon a plat of even date herewith prepared and certified to by Jefferson County Surveying Company, by Theodore Hurtgen, registered land surveyor, State of Missouri, duly signed and acknowledged by the President of the Corporation and filed for record in the Records office of Jefferson County, Missouri, and</p> <p>WHEREAS, the Corporation desires to establish for its own benefit and for the benefit of all future owners or occupants of Crystal Lake Addition and Lakewood Hills certain easements, rights, dedications, protective restrictions and covenants with respect to use and maintenance of the lots and facilities pertaining to Crystal Lake Addition and Lakewood Hills.</p> <p>NOW, THEREFORE, the Corporation, as the owner of the real estate hereinabove described and for the purposes above set forth, DECLARES AS FOLLOWS:</p>	<p>As amended, the Declaration of Dedication, Easements and Protective Restrictions shall read as follows:</p>	<p>The rules and restrictions described below are intended for the benefit of the Corporation and for the benefit of the Lot Owners.</p>	<p>The rules and restrictions described below are intended for the benefit of the Corporation and for the benefit of the Lot Owners.</p>	<p>This is an amendment to the original Dedication.</p>

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<p><u>ARTICLE ONE</u></p> <p>The drives, roads, lanes, terraces, parking areas, parkways, parks, arboretum, community garden, pond, dam, lake, beach and waterfall adjacent thereto, all as shown on the aforementioned plat of subdivision are hereby dedicated to the exclusive use of the lot owners (and their guests) of Gem Lake Addition subject to the following reservations, conditions and easements:</p> <p>1. Said lot owners of Gem Lake Addition shall be responsible for the maintenance of said dedicated drives, roads, lanes, terraces, parking areas, parkways, parks, arboretum, community gardens, pond, dam, lake, beach and waterfall adjacent thereto, including the payment of general real estate taxes, if any, on said facilities.</p> <p>2. Owners (or their guests or prospective purchasers) of lots in subdivision that may be laid out or platted by the Corporation in Lakewood Hills shall have the right to use the drives, roads, lanes and terraces in Gem Lake Addition for ingress and egress only, subject to rules and regulations of the Corporation, its assigns or the Association hereinafter mentioned.</p> <p>3. In addition to the easements shown on said plat of subdivision, the Corporation reserves the right to use or to grant easements to public utility companies for the use of said drives, roads, lanes, terraces and parkways for the purpose of installing and maintaining facilities for electricity, telephone and water.</p>	<p><u>ARTICLE ONE</u></p> <p>The drives, lanes, terraces, parking areas, parkways, parks, wildlife preserve, community garden, dam, lake and beaches, all shown on the aforementioned plat of subdivision, are hereby dedicated to the exclusive use of the lot owners (and their guests) of Crystal Lake Addition subject to the following reservations, conditions and easements:</p> <p>1. Said lot owners of Crystal Lake Addition shall be responsible for the maintenance of said dedicated drives, lanes, terraces, parking areas, parkways, parks, wildlife preserve, community garden, dam, lake and beaches, including the payment of general real estate taxes, if any, on said facilities.</p> <p>2. Owners (or their guests or prospective purchasers) of lots in subdivisions that may be laid out or platted by the Corporation in Lakewood Hills shall have the right to use the drives, lanes, terraces and Fairview Parkway in Crystal Lake Addition for ingress and egress only, subject to rules and regulations of the Corporation, its assigns or the Association hereinafter mentioned.</p> <p>3. In addition to the easements shown on said plat of subdivision, the Corporation reserves the right to use or to grant easements to public utility companies for the use of said drives, lanes, terraces and parkways for the purpose of installing and maintaining facilities for electricity, telephone and water.</p>	<p><u>ARTICLE ONE</u></p> <p>The Corporation hereby grants, for the use and enjoyment of the Lot owners (and their guests) of Whispering Pines Addition, and all additions thereto, an easement over Wildwood Drive, Dogwood Trail East, Wildwood Parkway, 100 feet in width, Whispering Pines Trail, pedestrian and bridle paths and Whispering Pines Park, all as shown on said plat, subject to the following reservations and conditions:</p> <p>1. Said lot owners of Whispering Pines Addition and all additions thereto shall be responsible for the maintenance of said Dogwood Trail, Dogwood Trail East, Wildwood Parkway, 100 feet in width, Whispering Pines Trail, pedestrian and bridle paths and Whispering Pines Park.</p> <p>2. Owners (or their guests or prospective purchasers) of lots in subdivisions that may be laid out or platted by the Corporation in Lakewood Hills shall have the right to use for ingress and egress only, Dogwood Trail, Dogwood Trail East, Wildwood Parkway, 100 feet width, Whispering Pines Trail, pedestrian and bridle paths and Whispering Pines Park, subject to rules and regulations of the Corporation, its assigns or the Association hereinafter mentioned.</p> <p>3. In addition to the easements shown on said plat of subdivision, the Corporation reserves the right to use or to grant easements to public utility companies for the use of said roads, trails and Wildwood Parkway for the purpose of installing and maintaining facilities for electricity, telephone and water.</p>	<p><u>Article One - Community Property</u></p> <p>Community property includes: roads, parking areas, parkways, parks, arboretum, gardens, ponds, etc.</p> <p>Community property is dedicated to the exclusive use of lot owners and their guests, under these conditions:</p> <p>1. Lot owners will maintain community property. Lot owners will pay any real estate taxes on community property.</p> <p>2. Roads: Lot owners, guests, and prospective buyers may use the roads subject to the rules of the Corporation and subject to the rules of the Association.</p> <p>3. The Corporation may grant utility easements on community property.</p>	<p><u>Article One - Community Property</u></p> <p>Community property includes: roads, parking areas, parkways, parks, wildlife preserve, gardens, ponds, etc.</p> <p>Community property is dedicated to the exclusive use of lot owners and their guests, under these conditions:</p> <p>1. Lot owners will maintain community property. Lot owners will pay any real estate taxes on community property.</p> <p>2. Roads: Lot owners, guests, and prospective buyers may use the roads subject to the rules of the Corporation and subject to the rules of the Association.</p> <p>3. The Corporation may grant utility easements on community property.</p>	<p><u>Article One - Community Property</u></p> <p>Community property includes: roads, parking areas, parkways, parks, arboretum, gardens, ponds, pedestrian and bridal paths, Whispering Pines Park, etc.</p> <p>Community property is dedicated to the exclusive use of lot owners and their guests, under these conditions:</p> <p>1. Lot owners will maintain community property. Lot owners will pay any real estate taxes on community property.</p> <p>2. Roads: Lot owners, guests, and prospective buyers may use the roads, paths, and park, subject to the rules of the Corporation and subject to the rules of the Association.</p> <p>3. The Corporation may grant utility easements on community property.</p>
<p><u>ARTICLE TWO</u></p> <p>1. After sixty percent (60%) of the lots in Gem Lake Addition have been sold and title thereto conveyed, the Corporation may cause to be incorporated a non-profit corporation under the laws of the State of Missouri, to be called Gem Lake Property Owners Association, or a name similar thereto, hereinafter referred to as the Association, and upon the formation of such Association, every owner of a full building site shall become a member therein, and each such owner, including the Corporation, shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him her or it, provided,</p>	<p><u>ARTICLE TWO</u></p> <p>1. After sixty percent (60%) of the lots in Crystal Lake Addition have been sold and title thereto conveyed, the Corporation may cause to be incorporated a non-profit corporation under the laws of the State of Missouri, to be called the Crystal Lake Property Owners Association, or a name similar thereto, hereinafter referred to as the Association, and upon the formation of such Association, every owner of a full building site shall become a member therein, and each such owner, including the Corporation, shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him, her or</p>	<p><u>ARTICLE TWO</u></p> <p>1. After sixty percent (60%) of the lots in Whispering Pines Addition have been sold and title thereto conveyed, the Corporation may cause to be incorporated a non-profit corporation under the laws of the State of Missouri, to be called the Whispering Pines Property Owners Association, or the Fern Lake Property Owners Association, or a name similar thereto, hereinafter referred to as the Association, and upon the formation of such Association, every owner of a full building site shall become a member therein, and each such owner, including the Corporation, shall be entitled to one vote on each matter</p>	<p><u>Article Two - The Property Owners Association. Assessments.</u></p> <p>1. The Corporation will incorporate a Property Owners Association. Each lot's owner is a member of the Association. Regardless of the number of owners, each lot gets one vote.</p>	<p><u>Article Two - The Property Owners Association. Assessments.</u></p> <p>1. The Corporation will incorporate a Property Owners Association. Each lot's owner is a member of the Association. Regardless of the number of owners, each lot gets one vote.</p>	<p><u>Article Two - The Property Owners Association. Assessments.</u></p> <p>1. The Corporation will incorporate a Property Owners Association. Each lot's owner is a member of the Association. Regardless of the number of owners, each lot gets one vote.</p>

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<p>however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.</p> <p>2. The Association, by a vote of two-thirds (2/3rds) of its members, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of residents on said property, and all parts of said property shall at all times be maintained subject to such rules and regulations, provided they are not in conflict with this instrument.</p> <p>3. All lots in Gem Lake Addition shall be subject to an annual community maintenance charge of not more than \$50.00 for an improved lot and not more than \$25.00 for an unimproved lot. This assessment shall be collected annually for the purpose of creating a fund to be known as the Gem Lake Community Fund. The aforesaid charges or assessments shall be due and payable by the respective owners of lots in Gem Lake Addition on May 1 of each year beginning with the year 1964. If such charges or assessments are not paid on or before May 31 of the year in which they are due, the Association or the Corporation may bring proceedings to collect the same by suit and there shall be added to the amount thereof the costs of suit, together with legal interest and reasonable attorneys fees to be fixed by the Court.</p> <p>4. The Corporation, in its discretion, may by an instrument in writing in the nature of an assignment vest the Association, if and when formed, with the rights, privileges and powers herein retained by the Corporation, which said assignment shall be recorded in the office of the Recorder of Deeds of Jefferson County, Missouri.</p> <p>5. Until such time as the Property Owners Association provided for in Article Two hereof is formed, the Corporation may assess against each property owner a maintenance fee not to exceed the amount specified in Section 3 of said Article Two.</p>	<p>it, provided, however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.</p> <p>2. The Association, by a vote of two-thirds (2/3rds) of its members, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of residents on said property, and all parts of said property shall at all times be maintained subject to such rules and regulations, provided they are not in conflict with this instrument.</p> <p>3. All lots in Crystal Lake Addition shall be subject to an annual community maintenance charge of not more than \$50.00 for an improved lot and not more than \$25.00 for an unimproved lot. This assessment shall be collected annually for the purpose of creating a fund to be known as the Crystal Lake Community Fund. The aforesaid charges or assessments shall be due and payable by the respective owners of lots in Crystal Lake Addition on May 1 of each year beginning with the year 1965. If such charges or assessments are not paid on or before May 31 of the year in which they are due, the Association or the Corporation may bring proceedings to collect the same by suit and there shall be added to the amount thereof the costs of suit, together with legal interest and reasonable attorneys fees to be fixed by the Court.</p> <p>4. The Corporation, in its discretion, may by an instrument in writing in the nature of an assignment vest the Association, if and when formed, with the rights, privileges and powers herein retained by the Corporation, which said assignment shall be recorded in the office of the Recorder of Deeds, Jefferson County, Missouri.</p> <p>5. Until such time as the Property Owners Association provided for in Article Two hereof is formed, the Corporation may assess against each property owner a maintenance fee not to exceed the amount specified in Section 3 of said Article Two.</p>	<p>submitted to a vote of members for each lot owned by him, her or it, provided, however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.</p> <p>2. The Association, by a vote of two-thirds (2/3rds) of its members, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of residents on said property, and all parts of said property shall at all times be maintained subject to such rules and regulations, provided they are not in conflict with this instrument.</p> <p>3. All lots in Whispering Pines Addition shall be subject to an annual community maintenance charge of not more than Fifty Dollars (\$50.00) for an improved lot and not more than Twenty Five Dollars (\$25.00) for an unimproved lot. This assessment shall be collected annually for the purpose of creating a fund to be known as the Whispering Pines Community Fund. The aforesaid charges or assessments shall be due and payable by the respective owners of lots in Whispering Pines Addition on May 1 of each year beginning with the year 1965. If such charges or assessments are not paid on or before May 31 of the year in which they are due, the Association or the Corporation may bring proceedings to collect the same by suit and there shall be added to the amount thereof the costs of suit, together with legal interest and reasonable attorneys fees to be fixed by the Court.</p> <p>4. The Corporation, in its discretion, may by an instrument in writing in the nature of an assignment vest the Association, if and when formed, with the rights, privileges and powers herein retained by the Corporation, which said assignment shall be recorded in the office of the Recorder of Deeds, Jefferson County, Missouri:</p> <p>5. Until such time as the Property Owners Association provided for in Article Two hereof is formed, the Corporation may assess against each property owner a maintenance fee not to exceed the amount specified in Section 3 of said Article Two.</p>	<p>2. The Association may adopt rules and regulations by a two-thirds vote. The Association's regulations may address maintenance, conservation, and beautification of the property.</p> <p>Regulations may also address the health, comfort, and safety of the residents.</p> <p>All parts of the property will be covered by the regulations; no part of the property will be exempt.</p> <p>The Association may not adopt rules contrary to those in this document.</p> <p>3. The annual assessment will not exceed \$50 for an improved lot. The annual assessment will not exceed \$25 for an unimproved lot.</p> <p>Annual assessments are due on May 1st and delinquent after May 31st. The Corporation or the Association may bring suit to collect delinquent assessments. The Court may add legal costs and interest to the amount of the suit.</p> <p>4. The Corporation may assign its rights, privileges and powers to the Association.</p>	<p>2. The Association may adopt rules and regulations by a two-thirds vote. The Association's regulations may address maintenance, conservation, and beautification of the property.</p> <p>Regulations may also address the health, comfort, and safety of the residents.</p> <p>All parts of the property will be covered by the regulations; no part of the property will be exempt.</p> <p>The Association may not adopt rules contrary to those in this document.</p> <p>3. The annual assessment will not exceed \$50 for an improved lot. The annual assessment will not exceed \$25 for an unimproved lot</p> <p>Annual assessments are due on May 1st and delinquent after May 31st. The Corporation or the Association may bring suit to collect delinquent assessments. The Court may add legal costs and interest to the amount of the suit.</p> <p>4. The Corporation may assign its rights, privileges and powers to the Association.</p>	<p>2. The Association may adopt rules and regulations by a two-thirds vote. The Association's regulations may address maintenance, conservation, and beautification of the property.</p> <p>Regulations may also address the health, comfort, and safety of the residents.</p> <p>All parts of the property will be covered by the regulations; no part of the property will be exempt.</p> <p>The Association may not adopt rules contrary to those in this document.</p> <p>3. The annual assessment will not exceed \$50 for an improved lot. The annual assessment will not exceed \$25 for an unimproved lot.</p> <p>Assessments are due on May 1st and delinquent after May 31st. The Corporation or the Association may bring suit to collect delinquent assessments. The Court may add legal costs and interest to the amount of the suit.</p> <p>4. The Corporation may assign its rights, privileges and powers to the Association.</p>

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<p>6. The funds collected by the Corporation or the Association in the manner hereinabove provided shall be used for the following purposes:</p> <p>(a) The upkeep of Gem Lake, beach and installation, maintenance and replacement of evergreens, trees, shrubs, flowers and other landscaping to be installed and maintained in the entrance, easements, arboretum and community owned properties.</p> <p>(b) To pay all costs and expenses of maintaining and enforcing the easements established by the plat of subdivision, the restrictions and easements established and reserved by this Declaration, and the other provisions hereof.</p> <p>(c) Should any of the buildings or the landscaping be damaged or destroyed by fire or the elements, the owner thereof shall, within ninety (90) days begin restoration of the building and the landscaping or clear the lot of any remaining building materials and debris, cover excavated surfaces and landscape same. If the owner fails to do so, the Corporation, its assigns or the Association shall have the right, but need not be obligated, to do so and collect all costs plus reasonable attorneys fees and a ten percent (10%) service charge and it will be entitled to interest at the rate of seven percent (7%) per annum until such charges have been paid.</p>	<p>6. The funds collected by the Corporation or the Association in the manner hereinabove provided shall be used for the following purposes:</p> <p>(a) The upkeep of Crystal Lake, beach and installation, maintenance and replacement of evergreens, trees, shrubs, flowers and other landscaping to be installed and maintained in the entrances, easements, and community owned properties.</p> <p>(b) To pay all costs and expenses of maintaining and enforcing the easements established by the plat of subdivision, the restrictions and easements established and reserved by this Declaration, and the other provisions hereof.</p> <p>(c) Should any of the buildings or the landscaping be damaged or destroyed by fire or the elements, the owner thereof shall, within ninety (90) days begin restoration of the building and the landscaping or clear the lot of any remaining building materials and debris, cover excavated surfaces and landscape same. If the owner fails to do so, the Corporation, its assigns or the Association shall have the right, but need not be obligated, to do so and collect all costs plus reasonable attorneys fees and a ten percent (10%) service charge and it will be entitled to interest at the rate of seven percent (7%) per annum until such charges have been paid.</p>	<p>6. The funds collected by the Corporation or the Association in the manner hereinabove provided shall be used for the following purposes:</p> <p>(a) The upkeep of Fern Lake, when constructed, and beach facilities.</p> <p>(b) To pay all costs and expenses of maintaining and enforcing the easements established by the plat of subdivision, the restrictions and easements established and reserved by this Declaration, and the other provisions hereof.</p> <p>(c) Should any of the buildings or the landscaping be damaged or destroyed by fire or the elements, the owner thereof shall, within ninety (90) days begin restoration of the building and the landscaping or clear the lot of any remaining building materials and debris, cover excavated surfaces and landscape same. If the owner fails to do so, the Corporation, its assigns or the Association shall have the right, but need not be obligated, to do so and collect all costs plus reasonable attorneys fees and a ten percent (10%) service charge and it will be entitled to interest at the rate of seven percent (7%) per annum until such charges have been paid.</p>	<p>6. Assessments may be spent in these ways:</p> <p>Upkeep of Gem Lake and its beach. Installation and maintenance of the landscaping at community properties.</p> <p>Maintaining and enforcing the easements. Maintaining and enforcing the restrictions of this document.</p> <p>Restoring and/or clearing buildings or landscaping damaged by fire or by the elements. When buildings or landscaping is destroyed, the owner has 90 days to begin restoration or to clear the lot. After 90 days, the Corporation or the Association may begin restoration / clearing activities and may collect its costs from the owner.</p>	<p>6. Assessments may be spent in these ways:</p> <p>Upkeep of Crystal Lake and its beach. Installation and maintenance of the landscaping at community properties.</p> <p>Maintaining and enforcing the easements. Maintaining and enforcing the restrictions of this document.</p> <p>Restoring and/or clearing buildings or landscaping damaged by fire or by the elements. When buildings or landscaping is destroyed, the owner has 90 days to begin restoration or to clear the lot. After 90 days, the Corporation or the Association may begin restoration / clearing activities and may collect its costs from the owner.</p>	<p>6. Assessments may be spent in these ways:</p> <p>Upkeep of Fern Lake and its beach.</p> <p>Maintaining and enforcing the easements. Maintaining and enforcing the restrictions of this document.</p> <p>Restoring and/or clearing buildings or landscaping damaged by fire or by the elements. When buildings or landscaping is destroyed, the owner has 90 days to begin restoration or to clear the lot. After 90 days, the Corporation or the Association may begin restoration / clearing activities and may collect its costs from the owner.</p>
<p><u>ARTICLE THREE</u></p> <p>All property in Gem Lake Addition shall be subject to the following restrictions to wit:</p> <p>1. Not more than one single family residence shall be constructed on any lot and each residence shall have a livable heated area of not less than 1200 square feet and not less than 800 square feet of which shall be on one floor; each residence shall have solid continuous foundations of either stone, concrete, concrete blocks or bricks. The exterior portions of any structure shall be constructed of new wood or masonry material except that used brick or fieldstone may be permitted. All roofs shall be of approved shingle type or equal except that built up roofs of tar and gravel may be permitted on roofs usually termed as flat roofs. No</p>	<p><u>ARTICLE THREE</u></p> <p>All property in Crystal Lake Addition shall be subject to the following restrictions to wit:</p> <p>1. Not more than one single family residence shall be constructed on any lot and each residence shall have a livable heated area of not less than 1200 square feet and not less than 800 square feet of which shall be on one floor; each residence shall have solid continuous foundations of either stone, concrete, concrete blocks or bricks. The exterior portions of any structure shall be constructed of new wood or masonry material except that used brick or fieldstone may be permitted. All roofs shall be of approved shingle type or equal except that built up roofs of tar and gravel may be permitted on roofs usually termed as flat roofs. No</p>	<p><u>ARTICLE THREE</u></p> <p>All property in Whispering Pines Addition shall be subject to the following restrictions to-wit:</p> <p>1. Not more than one single family residence shall be constructed on any lot and each residence shall have a livable heated area of not less than 1200 square feet and not less than 800 square feet of which shall be on one floor; each residence shall have solid continuous foundations of either stone, concrete, concrete blocks or bricks. The exterior portions of any structure shall be constructed of new wood or masonry material except that used brick or fieldstone may be permitted. All roofs shall be of approved shingle type or equal except that built up roofs of tar and gravel may be permitted on roofs usually termed as flat roofs. Garages</p>	<p><u>Article Three – Property Restrictions</u></p> <p>Rules on Residences:</p> <ul style="list-style-type: none">• Only one single-family residence can be built on a lot.• A residence must have 1200ft² of livable heated area, with at least 800ft² on a single floor.• Foundations must be solid and continuous.• Exteriors must be built of new wood or masonry material. Used brick and fieldstone are OK.• Roofs must be shingles; tar and gravel are OK on flat roofs.• No separate garages or outbuildings are allowed. <p>• Garages must be attached and be part of the main building.</p>	<p><u>Article Three – Property Restrictions</u></p> <p>Rules on Residences:</p> <ul style="list-style-type: none">• Only one single-family residence can be built on a lot.• A residence must have 1200ft² of livable heated area, with at least 800ft² on a single floor.• Foundations must be solid and continuous.• Exteriors must be built of new wood or masonry material. Used brick and fieldstone are OK.• Roofs must be shingles; tar and gravel are OK on flat roofs.• No separate garages or outbuildings are allowed. <p>• Garages must be attached and be part of the main building.</p>	<p><u>Article Three – Property Restrictions</u></p> <p>Rules on Residences:</p> <ul style="list-style-type: none">• Only one single-family residence can be built on a lot.• A residence must have 1200ft² of livable heated area, with at least 800ft² on a single floor.• Foundations must be solid and continuous.• Exteriors must be built of new wood or masonry material. Used brick and fieldstone are OK.• Roofs must be shingles; tar and gravel are OK on flat roofs.• Separate garages or outbuildings are not allowed, unless the dedication by plat specifies otherwise. <p>• Garages must be attached and be part of the main building.</p>

Lakewood Hills – Declarations of Dedication et al

Dedication – Gem Lake, 1963	Dedication - Crystal Lake, 1965	Dedication - Whispering Pines, 1979	Summary... Gem Lake	Summary... Crystal Lake	Summary... Whispering Pines
<p>separate garage or out-building shall be erected, constructed or maintained on any lot on this subdivision. Any garage which is to be constructed shall be attached to and be part of the main building. Temporary living quarters shall not, at any time, be set up in a basement, or in any building other than the residence, nor shall any habitation be established in a house trailer or in any other similar type vehicle or structure. During the ownership by the Corporation of any property in this subdivision, plans and specifications of all buildings must be submitted to it, or its legal representative, its assigns, or to the Association, herein before mentioned, for written approval before building operations are started and the building must be completed within nine months thereafter and in accordance with the plans and specifications so submitted and approved, including painting of exterior wood or metal surfaces. In the event the Corporation, its assigns, or the Association fail to approve or disapprove within thirty days after plans and specifications have been submitted, approval will not be required and the related covenants shall be deemed to have been complied with.</p> <p>2. Plans for septic tank to be used, including location, installation and layout of field tile shall be submitted to the Corporation, its assigns or the Association for written approval.</p> <p>3. Each residence shall have a front yard of not less than 75 feet or not less than 30% of the average depth of the lot; a side yard of not less than 30 feet or not less than 20% of the average width of the lot and a rear yard of not less than 50 feet. If a lot fronts on more than one roadway, the owner thereof may select the roadway to be used to determine the front yard. Where large trees or ravines or other conditions of topography make it impractical for a residence to be built in conformity with the front, side and rear yard requirements, the Corporation, its assigns or the Association may grant a variance upon written application by the owner of the lot.</p>	<p>separate garage or out-building shall be erected, constructed or maintained on any lot on this subdivision. Any garage which is to be constructed shall be attached to and be part of the main building. Garage doors shall be kept closed. Temporary living quarters shall not, at any time, be set up in a basement, or in any building other than the residence, nor shall any habitation be established in a house trailer or in any other similar type vehicle or structure. During the ownership by the Corporation of any property in this subdivision, plans and specifications of all buildings must be submitted to it, or its legal representative, its assigns, or to the Association, herein before mentioned, for written approval before building operations are started and the building must be completed within nine months thereafter and in accordance with the plans and specifications so submitted and approved, including painting of exterior wood or metal surfaces. In the event the Corporation, its assigns, or the Association fail to approve or disapprove within thirty days after plans and specifications have been submitted, approval will not be required and the related covenants shall be deemed to have been complied with.</p> <p>2. Plans for septic tank to be used, including location, installation and layout of field tile shall be submitted to the Corporation, its assigns or the Association for written approval.</p> <p>3. Each residence shall have a front yard of not less than 75 feet or not less than 30% of the average depth of the lot; a side yard of not less than 30 feet or not less than 20% of the average width of the lot and a rear yard of not less than 50 feet. If a lot fronts on more than one roadway, the owner thereof may select the roadway to be used to determine the front yard. Where large trees or ravines or other conditions of topography make it impractical for a residence to be built in conformity with the front, side and rear yard requirements, the Corporation, its assigns or the Association may grant a variance upon written application by the owner of the lot.</p>	<p>may be constructed as part of the main building but shall not be considered livable area. No separate garage or out-building shall be erected, constructed or maintained on any lot in this subdivision except as provided in the dedication by plat which may modify this provision relating to particular lots platted thereon. Any garage which is to be constructed shall be attached to and be part of the main building. Garage doors shall be kept closed. Temporary living quarters shall not, at any time, be set up in a basement, or in any building other than the residence, nor shall any habitation be established in a house trailer or in any other similar type vehicle or structure. During the ownership by the Corporation of any property in this subdivision, plans and specifications of all buildings must be submitted to it, or its legal representative, its assigns, or to the Association, herein before mentioned, for written approval before building operations are started and the building must be completed within nine months thereafter and in accordance with the plans and specifications so submitted and approved, including painting of exterior wood or metal surfaces. In the event the Corporation, its assigns, or the Association fail to approve or disapprove within thirty days after plans and specifications have been submitted, approval will not be required and the related covenants shall be deemed to have been complied with.</p> <p>2. Plans for septic tank to be used, including location, installation and layout of field tile shall be submitted to the Corporation, its assigns or the Association for written approval.</p> <p>3. Each residence shall have a front yard of not less than 75 feet or not less than 30% of the average depth of the lot; a side yard of not less than 30 feet or not less than 20% of the average width of the lot and a rear yard of not less than 50 feet except as provided in the dedication by plat which may modify this provision relating to particular lots platted thereon. If a lot fronts on more than one roadway, the owner thereof may select the roadway to be used to determine the front yard. Where large trees or ravines or other conditions of topography make it impractical for a residence to be built in conformity with the front, side and rear yard requirements, the Corporation, its assigns or the Association may grant a variance upon written application by the owner of the lot.</p>	<ul style="list-style-type: none">• Temporary living quarters are not allowed.• Building plans must be submitted to the Corporation or to the Association for written approval.• Construction must be complete within nine months of approval.• If the Corporation or Association do not approve/disapprove building plans within 30 days, the plans are automatically approved. <p>Rules on Septic Plans: Detailed septic plans must be submitted to the Corporation or to the Association for written approval.</p> <p>Setbacks:</p> <ul style="list-style-type: none">• Front yards must be at least 75 feet deep (or, 30% of the average lot depth). Side yards must be at least 30 feet wide (or, 20% of the average width of the lot). Rear yards must be at least 50 feet.• When a lot fronts more than one roadway, the lot owner may choose the roadway to determine the front yard.• Where trees or topography make these setback rules awkward, the Corporation or the Association may grant variances.	<ul style="list-style-type: none">• Garage doors shall be kept closed.• Temporary living quarters are not allowed.• Building plans must be submitted to the Corporation or to the Association for written approval.• Construction must be complete within nine months of approval.• If the Corporation or Association do not approve/disapprove building plans within 30 days, the plans are automatically approved. <p>Rules on Septic Plans: Detailed septic plans must be submitted to the Corporation or to the Association for written approval.</p> <p>Setbacks:</p> <ul style="list-style-type: none">• Front yards must be at least 75 feet deep (or, 30% of the average lot depth). Side yards must be at least 30 feet wide (or, 20% of the average width of the lot). Rear yards must be at least 50 feet.• When a lot fronts more than one roadway, the lot owner may choose the roadway to determine the front yard.• Where trees or topography make these setback rules awkward, the Corporation or the Association may grant variances.	<ul style="list-style-type: none">• Garage doors shall be kept closed.• Temporary living quarters are not allowed.• Building plans must be submitted to the Corporation or to the Association for written approval.• Construction must be complete within nine months of approval.• If the Corporation or Association do not approve/disapprove building plans within 30 days, the plans are automatically approved. <p>Rules on Septic Plans: Detailed septic plans must be submitted to the Corporation or to the Association for written approval.</p> <p>Setbacks:</p> <ul style="list-style-type: none">• Front yards must be at least 75 feet deep (or, 30% of the average lot depth). Side yards must be at least 30 feet wide (or, 20% of the average width of the lot). Rear yards must be at least 50 feet.• When a lot fronts more than one roadway, the lot owner may choose the roadway to determine the front yard.• Where trees or topography make these setback rules awkward, the Corporation or the Association may grant variances.

Lakewood Hills – Declarations of Dedication et al

Dedication – Gem Lake, 1963	Dedication - Crystal Lake, 1965	Dedication - Whispering Pines, 1979	Summary... Gem Lake	Summary... Crystal Lake	Summary... Whispering Pines
<p>4. Residences constructed on lots 9 to 18 inclusive shall be deemed to have yards fronting toward Gem Lake.</p> <p>5. No animals of any kind shall be permitted in said subdivision except the usual kind and number of domestic pets which are customarily found in single family residences. Dogs creating a nuisance or dangerous to the public are not permitted.</p> <p>6. No fence or hedge beyond the front line of any building shall be permitted without the written consent of the Corporation, its assigns or the Association. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards. No laundry shall be hung for drying on Sunday or legal holidays. No laundry of any kind, or other articles of clothing shall be exposed or hung for drying at any time on any front porch or beyond the front line of any building.</p> <p>7. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of the Corporation, its assigns or the Association.</p> <p>8. This subdivision is to be a bird and game sanctuary. It shall be a violation to use or permit the use of firearms, or the use or storage of explosives on any of said lots, provided, however, that if the use of explosives be needed in construction, precautionary measures must be employed to prevent damage to the person or property of others.</p> <p>9. Garbage, rubbish, bottles, cans or any discarded material or other deleterious substance shall not be permitted to accumulate upon the premises, but the same must be moved at such frequent intervals as</p>	<p>4. Lots having frontage on Crystal Lake shall be deemed to have yards fronting toward Crystal Lake.</p> <p>Front, side, and rear yards shall be kept in a neat and clean condition and grass shall be cut at regular intervals.</p> <p>5. No animals of any kind shall be permitted in said subdivision except the usual kind and number of domestic pets which are customarily found in single family residences. Dogs creating a nuisance or dangerous to the public are not permitted.</p> <p>6. No fence or hedge beyond the front line of any building shall be permitted without the written consent of the Corporation, its assigns or the Association. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards. No laundry shall be hung for drying on Sunday or legal holidays. No laundry of any kind, or other articles of clothing shall be exposed or hung for drying at any time on any front porch or beyond the front line of any building.</p> <p>7. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of the Corporation, its assigns or the Association.</p> <p>8. This subdivision is to be a bird and game sanctuary. It shall be a violation to use or permit the use of firearms, or the use or storage of explosives on any of said lots, provided, however, that if the use of explosives be needed in construction, precautionary measures must be employed to prevent damage to the person or property of others.</p> <p>9. Garbage, rubbish, bottles, cans or any discarded material or other deleterious substance shall not be permitted to accumulate upon the premises, but the same must be moved at such frequent intervals as</p>	<p>4. Front, side, and rear yards shall be kept in a neat and clean condition and grass shall be cut at regular intervals.</p> <p>5. No animals of any kind shall be permitted in said subdivision except the usual kind and number of domestic pets which are customarily found in single family residences except as provided in the dedication by plat which may modify this provision relating to particular lots platted thereon. Dogs creating a nuisance or dangerous to the public are not permitted.</p> <p>6. No fence or hedge beyond the front line of any building shall be permitted without the written consent of the Corporation, its assigns or the Association except as provided in the dedication by plat which may modify this provision relating to particular lots platted thereon. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards. No laundry shall be hung for drying on Sunday or legal holidays. No laundry of any kind, or other articles of clothing shall be exposed or hung for drying at any time on any front porch or beyond the front line of any building.</p> <p>7. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of the Corporation, its assigns or the Association except as provided in the dedication by plat which may modify this provision relating to particular lots platted thereon.</p> <p>8. This subdivision is to be a bird and game sanctuary. It shall be a violation to use or permit the use of firearms, or the use or storage of explosives on any of said lots, provided, however, that if the use of explosives be needed in construction, precautionary measures must be employed to prevent damage to the person or property of others.</p> <p>9. Garbage, rubbish, bottles, cans or any discarded material or other deleterious substance shall not be permitted to accumulate upon the premises, but the same must be moved at such frequent intervals as</p>	<p>• The front yards of Lots 9 thru 18 face Gem Lake.</p> <p>Other Animals:</p> <ul style="list-style-type: none">• Only ordinary domestic pets are allowed.• Nuisance dogs are not allowed.• Dangerous dogs are not allowed. <p>Fences/Hedges:</p> <ul style="list-style-type: none">• Fences and hedges in front of the building line are not permitted.• The Corporation and the Association may grant a variance to the fences and hedges rule. <p>Laundry:</p> <ul style="list-style-type: none">• Laundry may be hung only in the rear yard.• Laundry may not be hung out on Sundays or on legal holidays. <p>Subdividing Lots:</p> <ul style="list-style-type: none">• A lot may not be subdivided.• The Corporation and the Association may grant a variance to this rule. <p>Wildlife Sanctuary & Explosives:</p> <ul style="list-style-type: none">• Gem Lake is a bird and game sanctuary.• Firearms may not be used.• Explosives may not be used except for construction purposes.• Explosives may not be stored on the property. <p>Garbage – Neatness and Cleanliness:</p> <ul style="list-style-type: none">• Garbage may not accumulate anywhere.• Ravines and neighboring properties may not be used as dumps.	<p>• The front yards of lots on Crystal Lake face Crystal Lake.</p> <p>• Yards shall be kept neat and clean.</p> <p>• Grass shall be cut at regular intervals.</p> <p>Other Animals:</p> <ul style="list-style-type: none">• Only ordinary domestic pets are allowed.• Nuisance dogs are not allowed.• Dangerous dogs are not allowed. <p>Fences/Hedges:</p> <ul style="list-style-type: none">• Fences and hedges in front of the building line are not permitted.• The Corporation and the Association may grant a variance to the fences and hedges rule. <p>Laundry:</p> <ul style="list-style-type: none">• Laundry may be hung only in the rear yard.• Laundry may not be hung out on Sundays or on legal holidays. <p>Subdividing Lots:</p> <ul style="list-style-type: none">• A lot may not be subdivided.• The Corporation and the Association may grant a variance to this rule. <p>Wildlife Sanctuary & Explosives:</p> <ul style="list-style-type: none">• Crystal Lake is a bird and game sanctuary.• Firearms may not be used.• Explosives may not be used except for construction purposes.• Explosives may not be stored on the property. <p>Garbage – Neatness and Cleanliness:</p> <ul style="list-style-type: none">• Garbage may not accumulate anywhere.• Ravines and neighboring properties may not be used as dumps.	<p>• Yards shall be kept neat and clean.</p> <p>• Grass shall be cut at regular intervals.</p> <p>Other Animals:</p> <ul style="list-style-type: none">• Only ordinary domestic pets are allowed, unless the dedication by plat specifies otherwise.• Nuisance dogs are not allowed.• Dangerous dogs are not allowed. <p>Fences/Hedges:</p> <ul style="list-style-type: none">• Fences and hedges in front of the building line are not permitted, unless the dedication by plat specifies otherwise.• The Corporation and the Association may grant a variance to the fences and hedges rule. <p>Laundry:</p> <ul style="list-style-type: none">• Laundry may be hung only in the rear yard.• Laundry may not be hung out on Sundays or on legal holidays. <p>Subdividing Lots:</p> <ul style="list-style-type: none">• A lot may not be subdivided.• The Corporation and the Association may grant a variance to this rule. <p>Wildlife Sanctuary & Explosives:</p> <ul style="list-style-type: none">• Whispering Pines is a bird and game sanctuary.• Firearms may not be used.• Explosives may not be used except for construction purposes.• Explosives may not be stored on the property. <p>Garbage - Neatness and Cleanliness:</p> <ul style="list-style-type: none">• Garbage may not accumulate anywhere.• Ravines and neighboring properties may not be used as dumps.

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Dedication - Gem Lake, 1963	Dedication - Crystal Lake, 1965	Dedication - Whispering Pines, 1979	Summary... Gem Lake	Summary... Crystal Lake	Summary... Whispering Pines
<p>may be necessary to keep the property clean and sanitary. Nothing whatsoever shall be dumped into the ravines or other lands adjoining this subdivision at any time. The exterior of all residences must be kept in a neat and orderly condition at all times. Automobiles or old machines dismissed from service must be removed from the property and the subdivision.</p> <p>10. No industry, business or trade, occupation or profession of any kind, commercial, religious, educational, or otherwise designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the property, nor shall any For Sale signs or other window displays or advertising be maintained or permitted on any part of said lots, or any structure erected thereon, without first obtaining the written consent of the Corporation, its assigns or the Association. The right is reserved by the Corporation to erect small structures and place and maintain signs identifying the property as being LAKEWOOD HILLS, Gem Lake Addition or such other sign as may be approved by the Corporation, and the Corporation reserves the further right for it and its agents to place for Sale or for Rent signs on any unsold or unoccupied units in the subdivision.</p> <p>11. With respect to lots 43 to 50 inclusive, the Corporation, its assigns or the Association may grant permission to an owner to erect a second residence or a guest house or an accessory structure; provided, however:</p> <p>(a) Plans and specifications are submitted for written approval.</p> <p>(b) A majority of the owners of said lots 43 to 50 give their consent in writing.</p> <p>12. The Corporation reserves for itself and its assigns the right to use Lot One (1) and the improvements thereon as a field office for the sale of property in Gem Lake Addition and Lakewood Hills.</p> <p>Boats with motors are not permitted on Gem Lake.</p>	<p>may be necessary to keep the property clean and sanitary. Nothing whatsoever shall be dumped into the ravines or other lands adjoining this subdivision at any time. The exterior of all residences must be kept in a neat and orderly condition at all times. Automobiles or old machines dismissed from service must be removed from the property and the subdivision.</p> <p>10. No industry, business or trade, occupation or profession of any kind, commercial, religious, educational, or otherwise designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the property, nor shall any For Sale signs or other window displays or advertising be maintained or permitted on any part of said lots, or any structure erected thereon, without first obtaining the written consent of the Corporation, its assigns or the Association. The right is reserved by the Corporation to erect small structures and place and maintain signs identifying the property as being LAKEWOOD HILLS, Crystal Lake Addition or such other sign as may be approved by the Corporation, and the Corporation reserves the further right for it and its agents to place for Sale or for Rent signs on any unsold or unoccupied units in the subdivision.</p>	<p>may be necessary to keep the property clean and sanitary. Nothing whatsoever shall be dumped into the ravines or other lands adjoining this subdivision at any time. The exterior of all residences must be kept in a neat and orderly condition at all times. Automobiles or old machines dismissed from service must be removed from the property and the subdivision.</p> <p>10. No industry, business or trade, occupation or profession of any kind, commercial, religious, educational, or otherwise designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the property, nor shall any For Sale signs or other window displays or advertising be maintained or permitted on any part of said lots, or any structure erected thereon, without first obtaining the written consent of the Corporation, its assigns or the Association. The right is reserved by the Corporation to erect small structures and place and maintain signs identifying the property as being LAKEWOOD HILLS, Whispering Pines Addition or such other sign as may be approved by the Corporation, and the Corporation reserves the further right for it and its agents to place for Sale or for Rent signs on any unsold or unoccupied units in the subdivision.</p>	<ul style="list-style-type: none">• The exterior of all residence must always be neat and orderly.• Dead automobiles and machines must be removed. <p>Commerce, Trade, Profession:</p> <ul style="list-style-type: none">• No industry, business, trade, occupation, or profession is allowed on the property. The Corporation and the Association may grant written variances to this rule.• For Sale signs are not permitted. The Corporation and the Association may grant written variances to this rule.• Small entrance and street signs are OK. <p>Additional Residences: A second residence or guest house may be constructed on lots 43 thru 50, if:</p> <ul style="list-style-type: none">• Building plans are submitted for approval.• A majority of lot owners 43 thru 50 consent. <p>Lot 1 may be used as a field sales office for Lakewood Hills.</p> <p>Motorboats are not allowed on Gem Lake.</p>	<ul style="list-style-type: none">• The exterior of all residence must always be neat and orderly.• Dead automobiles and machines must be removed. <p>Commerce, Trade, Profession:</p> <ul style="list-style-type: none">• No industry, business, trade, occupation, or profession is allowed on the property. The Corporation and the Association may grant written variances to this rule.• For Sale signs are not permitted. The Corporation and the Association may grant written variances to this rule.• Small entrance and street signs are OK.	<ul style="list-style-type: none">• The exterior of all residence must always be neat and orderly.• Dead automobiles and machines must be removed. <p>Commerce, Trade, Profession:</p> <ul style="list-style-type: none">• No industry, business, trade, occupation, or profession is allowed on the property. The Corporation and the Association may grant written variances to this rule.• For Sale signs are not permitted. The Corporation and the Association may grant written variances to this rule.• Small entrance and street signs are OK.

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<p><u>ARTICLE FOUR</u></p> <p>1. The Corporation, its assigns, the Association or a public utility company or companies which may be designated by the Corporation, shall have the right to use the easements, drives, roads, lanes, terraces, parkways, parks, arboretum and community garden shown on said plat with a clearance of five feet thereto on each side together with the right and authority to trim trees or cut down and remove any and all trees or obstructions for the purpose of supplying utilities for water, electricity and telephone.</p> <p>2. The Corporation, its assigns, the Association or a public utility company or companies which may be designated by the Corporation, shall have the right of ingress and egress for the purpose of installing, repairing and maintaining said utilities, provided, however, that the earth removed from any excavation be replaced and the surface left as nearly as possible in its original condition after work is completed.</p> <p>3. The water system, including well, reservoir, lines, hydrants and all portion thereof remain the complete and absolute property of the Corporation; and as such can be conveyed and transferred by said Corporation to any one in its discretion and upon whatever terms and conditions the said Corporation shall deem proper and no lot owner shall have the right to in any way challenge the power of said Corporation to transfer or sell said water system.</p> <p>4. The Corporation or its assigns shall have the right to install water meters at each house built in the subdivision to record the water therein used, and charge for such installation of water meters and for water used in an amount that is deemed fair and equitable by the Corporation.</p> <p>5. Said Corporation shall have complete title to the water system including well, reservoir, lines, fire hydrants and other items that have anything to do with the water system in said subdivision which is owned completely and absolutely by said Corporation, and it is expressly understood that the lot owners have not acquired any interest whatsoever in said water system and the appurtenances thereto unless same is specifically granted by written document executed by said Corporation.</p>	<p><u>ARTICLE FOUR</u></p> <p>1. The Corporation, its assigns, the Association or a public utility company or companies which may be designated by the Corporation, shall have the right to use the easements, drives, roads, lanes, terraces, parkways and parks shown on said plat with a clearance of five feet thereto on each side together with the right and authority to trim trees or cut down and remove any and all trees or obstructions for the purpose of supplying utilities for water, electricity and telephone.</p> <p>2. The Corporation, its assigns, the Association or a public utility company or companies which may be designated by the Corporation, shall have the right of ingress and egress for the purpose of installing, repairing and maintaining said utilities, provided, however, that the earth removed from any excavation be replaced and the surface left as nearly as possible in its original condition after work is completed.</p> <p>3. The water system, including well, reservoir, lines, fire hydrants and all portion thereof remain the complete and absolute property of the Corporation; and as such can be conveyed and transferred by said Corporation to any one in its discretion and upon whatever terms and conditions the said Corporation shall deem proper and no lot owner shall have the right to in any way challenge the power of said Corporation to transfer or sell said water system.</p> <p>4. The Corporation or its assigns shall have the right to install water meters at each house built in the subdivision to record the water therein used, and charge for such installation of water meters and for water used in an amount that is deemed fair and equitable by the Corporation.</p> <p>5. Said Corporation shall have complete title to the water system including well, reservoir, lines, fire hydrants and other items that have anything to do with the water system in said subdivision which is owned completely and absolutely by said Corporation, and it is expressly understood that the lot owners have not acquired any interest whatsoever in said water system and the appurtenances thereto unless same is specifically granted by written document executed by said Corporation.</p>	<p><u>ARTICLE FOUR</u></p> <p>1. The Corporation, its assigns, the Association or a public utility company or companies which may be designated by the Corporation, shall have the right to use the easements, drives, roads, parkways, trails and bridle paths shown on said plat with a clearance of five feet thereto on each side together with the right and authority to trim trees or cut down and remove any and all trees or obstructions for the purpose of supplying utilities for water, electricity and telephone.</p> <p>2. The Corporation, its assigns, the Association or a public utility company or companies which may be designated by the Corporation, shall have the right of ingress and egress for the purpose of installing, repairing and maintaining said utilities, provided, however, that the earth removed from any excavation be replaced and the surface left as nearly as possible in its original condition after work is completed.</p> <p>3. The water system, including well, reservoir, lines, hydrants and all portion thereof remain the complete and absolute property of the Corporation; and as such can be conveyed and transferred by said Corporation to any one in its discretion and upon whatever terms and conditions the said Corporation shall deem proper and no lot owner shall have the right to in any way challenge the power of said Corporation to transfer or sell said water system.</p> <p>4. The Corporation or its assigns shall have the right to install water meters at each house built in the subdivision to record the water therein used, and charge for such installation of water meters and for water used in an amount that is deemed fair and equitable by the Corporation.</p> <p>5. Said Corporation shall have complete title to the water system including well, reservoir, lines, fire hydrants and other items that have anything to do with the water system in said subdivision which is owned completely and absolutely by said Corporation, and it is expressly understood that the lot owners have not acquired any interest whatsoever in said water system and the appurtenances thereto unless same is specifically granted by written document executed by said Corporation.</p>	<p><u>Article Four – Utilities</u></p> <p>Easements: The Corporation, the Association, and utility companies can use community property to supply water, electricity, and telephone service. They may also cut down and remove trees as needed. The Corporation, the Association, and utility companies may enter property to maintain utilities. They must, however, clean up their mess.</p> <p>The Water System: Everything about the water system belongs to the Corporation.</p> <p>The Corporation may install water meters.</p>	<p><u>Article Four – Utilities</u></p> <p>Easements: The Corporation, the Association, and utility companies can use community property to supply water, electricity, and telephone service. They may also cut down and remove trees as needed. The Corporation, the Association, and utility companies may enter property to maintain utilities. They must, however, clean up their mess.</p> <p>The Water System: Everything about the water system belongs to the Corporation.</p> <p>The Corporation may install water meters.</p>	<p><u>Article Four – Utilities</u></p> <p>Easements: The Corporation, the Association, and utility companies can use community property to supply water, electricity, and telephone service. They may also cut down and remove trees as needed. The Corporation, the Association, and utility companies may enter property to maintain utilities. They must, however, clean up their mess.</p> <p>The Water System: Everything about the water system belongs to the Corporation.</p> <p>The Corporation may install water meters.</p>
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Lakewood Hills – Declarations of Dedication et al

<p><u>ARTICLE FIVE</u></p> <p>1. Each grantee of the Corporation, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, liens, charges, and the jurisdiction, rights and powers of the Corporation and the Association, created or reserved by this Declaration or by plat recorded herewith and all dedications, easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit of each owner in like manner, as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision hereof shall give the Corporation, or its successors or assigns, or the Association, the right: (a) to enter upon the land upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the owner of said lot or lots, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Corporation, or its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass, or (b) the continuance of any breach may be enjoined, abated or remedied by appropriate legal proceedings, either at law or in equity by the Corporation, its successors or assigns, or by the Association.</p> <p>2. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages, or trust deeds in the nature of a mortgage, now or hereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage, or trust deed in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage, or under the provisions of a trust deed in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns, shall hold any</p>	<p><u>ARTICLE FIVE</u></p> <p>1. Each grantee of the Corporation, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction, rights and powers of the Corporation and the Association, created or reserved by this Declaration or by plat recorded herewith and all dedications, easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner in like manner, as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision hereof shall give the Corporation, or its successors or assigns, or the Association, the right: (a) to enter upon the land upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the owner of said lot or lots, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Corporation, or its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass, or (b) the continuance of any breach may be enjoined, abated or remedied by appropriate legal proceedings, either at law or in equity by the Corporation, its successors or assigns, or by the Association.</p> <p>2. 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The violation of any restriction or condition, or the breach of any covenant or provision hereof shall give the Corporation, or its successors or assigns, or the Association, the right: (a) to enter upon the land upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the owner of said lot or lots, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Corporation, or its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass, or (b) the continuance of any breach may be enjoined, abated or remedied by appropriate legal proceedings, either at law or in equity by the Corporation, its successors or assigns, or by the Association.</p> <p>2. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages, or trust deeds in the nature of a mortgage, now or hereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage, or trust deed in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage, or under the provisions of a trust deed in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns, shall hold any</p>	<p><u>Article Five:</u></p> <p>By purchasing their property, owners accept the restrictions and conditions of this document.</p> <p>By purchasing their property, owners accept the rights and powers of the Corporation and of the Association.</p> <p>If violations occur, the Corporation or the Association may enter the property and remove or remedy the violation. The property owner shall pay any expenses involved.</p> <p>The rules and restrictions in this document apply to the property, regardless of future changes in the property’s ownership.</p>	<p><u>Article Five:</u></p> <p>By purchasing their property, owners accept the restrictions and conditions of this document.</p> <p>By purchasing their property, owners accept the rights and powers of the Corporation and of the Association.</p> <p>If violations occur, the Corporation or the Association may enter the property and remove or remedy the violation. 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<p>and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration.</p> <p>3. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce any of the provisions hereof, no matter how many violations or breaches may occur.</p> <p>4. The invalidity of any restrictions hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.</p> <p>5. Before the formation of any Association, as hereinabove provided for in Article Two hereof, the Corporation shall have the sole right to change or modify the restrictions and covenants herein contained, except Article One hereof.</p> <p>6. The Association may at any time within five (5) years from the date of its formation change, modify or rescind any of the foregoing restrictions except Article One hereof, by first obtaining the consent of two-thirds (2/3rds) of the members of the Association, evidenced by an instrument in writing signed and acknowledged by such members and recorded in the office of the Recorder of Deeds of Jefferson County, Missouri; and the foregoing restrictions except Article One hereof may be changed, modified or rescinded at any time after five (5) years from the date of formation of said Association by an instrument in writing signed and acknowledged by two-thirds (2/3rds) of its members and recorded as aforesaid.</p> <p>7. A violation of any of the rules and regulations adopted by the Corporation, or by the Association acquiring the rights and benefits of the Corporation, shall be deemed a violation of this Declaration and may be enjoined as herein provided.</p> <p>Wherever reference is made in this Declaration to "the Association" it shall be construed to mean the Gem Lake PROPERTY OWNERS' ASSOCIATION.</p>	<p>and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration.</p> <p>3. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce any of the provisions hereof, no matter how many violations or breaches may occur.</p> <p>4. The invalidity of any restrictions hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.</p> <p>5. Before the formation of any Association, as hereinabove provided for in Article Two hereof, the Corporation shall have the sole right to change or modify the restrictions and covenants herein contained, except Article One hereof.</p> <p>6. The Association may at any time within five (5) years from the date of its formation change, modify or rescind any of the foregoing restrictions except Article One hereof, by first obtaining the consent of two-thirds (2/3rds) of the members of the Association, evidenced by an instrument in writing signed and acknowledged by such members and recorded in the office of the Recorder of Deeds of Jefferson County, Missouri; and the foregoing restrictions except Article One hereof may be changed, modified or rescinded at any time after five (5) years from the date of formation of said Association by an instrument in writing signed and acknowledged by two-thirds (2/3rds) of its members and recorded as aforesaid.</p> <p>7. A violation of any of the rules and regulations adopted by the Corporation, or by the Association acquiring the rights and benefits of the Corporation, shall be deemed a violation of this Declaration and may be enjoined as herein provided.</p> <p>8. With reference to Tracts "A", "B" and 14.20 Acre Tract (if acquired by the Corporation), shown on said plat, the Corporation reserves the right to subdivide said tracts and to add additional lots to Crystal Lake Addition, provided the total number of lots in Crystal Lake Addition shall not exceed eighty five (85)</p>	<p>and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration.</p> <p>3. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce any of the provisions hereof, no matter how many violations or breaches may occur.</p> <p>4. The invalidity of any restrictions hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.</p> <p>5. Before the formation of any Association, as hereinabove provided for in Article Two hereof, the Corporation shall have the sole right to change or modify the restrictions and covenants herein contained, except Article One hereof.</p> <p>6. The Association may at any time within five (5) years from the date of its formation change, modify or rescind any of the foregoing restrictions except Article One hereof, by first obtaining the consent of two-thirds (2/3rds) of the members of the Association, evidenced by an instrument in writing signed and acknowledged by such members and recorded in the office of the Recorder of Deeds of Jefferson County, Missouri; and the foregoing restrictions except Article One hereof may be changed, modified or rescinded at any time after five (5) years from the date of formation of said Association by an instrument in writing signed and acknowledged by two-thirds (2/3rds) of its members and recorded as aforesaid.</p> <p>7. A violation of any of the rules and regulations adopted by the Corporation, or by the Association acquiring the rights and benefits of the Corporation, shall be deemed a violation of this Declaration and may be enjoined as herein provided.</p> <p>8. The Corporation reserves the right to acquire and subdivide additional lands adjacent to and lying North and West of Whispering Pines Addition and add lots to Whispering Pines Addition provided each of said lots shall not be less than five (5) acres; further, the Corporation reserves the right to</p>	<p>Should the Corporation or the Association not enforce a rule or restriction, future enforcement of the rules and restrictions is not reduced.</p> <p>If some rule or restriction is declared invalid, then the other rules or restrictions still hold.</p> <p>Except for the rules and regulations on Community Property, the Association may change the terms of this document with a two-thirds vote of the members of the Association.</p>	<p>Should the Corporation or the Association not enforce a rule or restriction, future enforcement of the rules and restrictions is not reduced.</p> <p>If some rule or restriction is declared invalid, then the other rules or restrictions still hold.</p> <p>Except for the rules and regulations on Community Property, the Association may change the terms of this document with a two-thirds vote of the members of the Association.</p> <p>The Corporation may subdivide Tracts A, B, and the 14.2 acre Tract.</p> <p>No more than 85 lots may exist in the Crystal Lake subdivision.</p> <p>No lot may be less than one acre.</p>	<p>Should the Corporation or the Association not enforce a rule or restriction, future enforcement of the rules and restrictions is not reduced.</p> <p>If some rule or restriction is declared invalid, then the other rules or restrictions still hold.</p> <p>Except for the rules and regulations on Community Property, the Association may change the terms of this document with a two-thirds vote of the members of the Association.</p> <p>The Corporation may add additional lots to the Whispering Pines subdivision.</p> <p>No more than 28 additional lots may added to Whispering Pines.</p> <p>Lots added on the North and on the West must be at least 5 acres.</p>
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Lakewood Hills - Declarations of Dedication et al

	and further provided that no lot shall be less than one acre in area.	subdivide lands adjacent to and south and east of Whispering Pines Addition and add lots to Whispering Pines Addition provided, each of said lots shall not be less than one (1) acre; and provided further that the number of additional lots under this paragraph shall not be more than twenty-eight (28). 9. The Corporation is planning to construct two small lakes in the vicinity of Whispering Pines Addition, to be known as Fern Creek Lake and Spring Lake. Owners of lots in Whispering Pines addition shall have the right to use one of these lakes for swimming and fishing, the nearest one to their respective lots.			Lots added on the South and East must be at least one acre. Lot owners may use Fern Creek Lake or Spring Lake - whichever is closest to their lot.
<u>ARTICLE SIX</u> The rights, privileges and powers herein retained by the Corporation shall be assignable to, and shall inure to the benefit of its successors and assigns. IN WITNESS WHEREOF, the Corporation, George J. Cyrus & Co. Inc., has caused this Declaration to be signed by its President, and attested by its Secretary, and caused the Corporate seal to be affixed this 31st day of January 1963.	<u>ARTICLE SIX</u> The rights, privileges and powers herein retained by the Corporation shall be assignable to, and shall inure to the benefit of its successors and assigns. IN WITNESS WHEREOF, the Corporation, George J. Cyrus & Co. Inc. has caused this Declaration to be signed by its President, and caused the Corporate seal to be affixed this second day of March, 1965.	<u>ARTICLE SIX</u> The rights, privileges and powers herein retained by the Corporation shall be assignable to, and shall inure to the benefit of its successors and assigns. IN WITNESS WHEREOF the said George J. Cyrus & Company, Inc., has caused this indenture to be duly executed by the authorized officer of said corporation this 27th day of December 1979.	<u>Article Six: Corporate Succession</u> The rights of the corporation belong to the Corporation's successors.	<u>Article Six: Corporate Succession</u> The rights of the corporation belong to the Corporation's successors.	<u>Article Six: Corporate Succession</u> The rights of the corporation belong to the Corporation's successors.

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Amendments - Gem Lake	Amendments - Crystal Lake	Amendments - Whispering Pines	Summary... Gem Lake	Summary... Crystal Lake	Summary... Whispering Pines
		1979 - Plat Filing for Tract B and 43A			1979 - Plat Filing Tract B: <ul style="list-style-type: none">• May be subdivided into two parcels. Each plat must be at least one acre.• Each parcel may have one outbuilding.• Buildings must be at least 50' from the rear line and 30' from sidelines.• No more than six horses may be kept on both parcels.• Fences may be erected.• The allowed building area is roughly the south half of the tract.• There is an easement for a walking and bridal trail between Tract B and the Spring Recreational Area.
		1980 - Plat Filing for Lots 23 through 28, Fern Recreational Area, and Spring Recreational Area.			1980 - Plat Filing for Lots 23 through 28, Fern Recreational Area, and Spring Recreational Area. <ul style="list-style-type: none">• No one can build on Lot 23 without the permission of the owner of Lot 1.
1983 Amendment All lots in the Gem Lake Addition will be subject to an annual community maintenance charge of not more than \$500 for an improved lot and not more than \$250 for an unimproved lot.	1983 Amendment All lots in the Crystal Lake Addition will be subject to an annual community maintenance charge of not more than \$500 for an improved lot and not more than \$250 for an unimproved lot.	1983 Amendment All lots in the Whispering Pines Addition will be subject to an annual community maintenance charge of not more than \$500 for an improved lot and not more than \$250 for an unimproved lot.	1983 Amendment Assessments may not exceed \$500 for an improved lot. Assessments may not exceed \$250 for an unimproved lot.	1983 Amendment Assessments may not exceed \$500 for an improved lot. Assessments may not exceed \$250 for an unimproved lot.	1983 Amendment Assessments may not exceed \$500 for an improved lot. Assessments may not exceed \$250 for an unimproved lot.
		1987 - Plat Filing for Lots 29 through 32			1987 - Plat Filing for Lots 29 through 32 Lots must be at least three acres.
		2001 - Plat Filing for Lot 37			2001 - Plat Filing for Lot 37 “Lost Trail” defined - a 15’ easement for foot and horse traffic defined for the use and benefit of all owners of Lakewood Hills.

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Joint Operating Agreement for The Lakewood Hills Homeowners’ Association, 1991	Joint Operating Agreement, Summary...
<p>Be it remembered, that on this 13th day of October 1991, the undersigned corporations, by their President, entered into the following agreement for the purposes stated.</p> <p>Whereas, the parties, Crystal Lake Addition, Lakewood Hills Property Owners’ Association (“Crystal Lake”), Gem Lake Addition, Lakewood Hills Property Owners’ Association (“Gem Lake”), and Whispering Pine Addition, Lakewood Hills Property Owners’ Association (“Whispering Pines”) are not for profit corporations organized under the laws of the State of Missouri on or about October 28, 1983; and,</p> <p>Whereas, the parties are each organized pursuant to the authority granted by the various restrictions, indentures and agreements creating the three separate subdivisions known as Crystal Lake Addition, Lakewood Hills Subdivision, Gem Lake Addition, Lakewood Hills Subdivision, and Whispering Pines Addition, Lakewood Hills Subdivision (hereinafter referred to as “the three subdivisions”); and,</p> <p>Whereas, the three corporations have been operating in concert for some years as the Lakewood Hills Homeowners’ Association (“the Homeowners’ Association”); and,</p> <p>Whereas, the three corporations wish to formalize their agreements and operating procedures and to ratify the past actions of the Homeowners’ Association.</p> <p>Now therefore, in consideration of the mutual promises here made the parties agree as follows:</p> <ol style="list-style-type: none">1. The parties acknowledge that the three subdivisions have historically operated jointly and in concert with one another by electing directors of each corporation at an annual joint meeting of the property owners of all three subdivisions, which six persons act as the Board of Trustees of the Homeowners’ Association the trustees thereafter electing officers from their membership, being a President, Vice-president, Secretary and Treasurer; the trustees holding monthly meetings for the ordinary conduct of the business of the Homeowners’ Association on behalf of all three subdivisions, which meetings are open to all property owners in the three subdivisions. The parties ratify this arrangement and agree to continue to operate jointly and in concert with one another in the said manner.2. The parties acknowledge that the funds accumulated from past assessments paid pursuant to the authority of the various restrictions, indentures and agreements creating and regulating the three subdivisions are now and historically have been held by the Homeowners’ Association. The parties ratify this arrangement and agree to continue intermingling the assessments when collected and empower and authorize the Homeowners’ Association to manage the process of assessment and to manage the collection of assessments, including the right to compromise any dispute and to retain counsel where necessary to prosecute any dispute.3. The parties acknowledge that the Homeowners’ Association does not keep the collections for the separate subdivisions segregated and allocates expenditures where and when necessary throughout the three subdivisions without regard to the funds available for a specific subdivision. The parties ratify this practice and agree that the Homeowners’ Association shall continue to make its expenditures throughout the three subdivisions when and where necessary, within the bounds of the restrictions placed upon the parties by the various restrictions, indentures and agreements creating the subdivisions. The Homeowners’ Association is specifically empowered to purchase goods and contract for services in the name of the parties and in the name of the Homeowners’ Association so long as the power to purchase goods and contract for services is authorized by the various restrictions, indentures and agreements creating the three subdivisions.4. Each party agrees to take whatever steps are necessary to allow the Homeowners’ Association to function according to the intent of this agreement and to execute documents, enact resolutions and to ratify acts of the Homeowners’ Association undertaken in reliance on its powers granted by this agreement.5. Each party agrees to maintain its corporate status in good standing with the State of Missouri, and to file all documents and returns and to conduct all meetings required by law. This may be done as part of the ordinary business of the Homeowners’ Association.6. This agreement is contingent upon the Homeowners’ Association agreeing to allow the representatives of each party to view its books of account and to attend any and all meetings which the parties may deem appropriate to protect its interests. <p>In witness whereof, the parties, by the signatures of their authorized signatories, have executed this document on the day and year first stated above.</p>	<p>Joint Operating Agreement, effective 10/13/1991.</p> <p>The three subdivisions each have their own property owners’ association. The associations are not-for-profit corporations, organized 10/28/1983.</p> <p>The three organizations were established by the restrictions, indentures, and agreements that created the three subdivisions.</p> <p>In the past, the three associations have been operating together.</p> <p>The three associations want to formalize their agreements and procedures to continue to operate together.</p> <p>The joint association will:</p> <ul style="list-style-type: none">• Have six Trustees; the Trustees will be elected at an annual meeting of all property owners.• Have a President, Vice-president, Secretary, and Treasurer.• Have monthly meetings of the Trustees that will be open to all property owners. <p>Assessments:</p> <ul style="list-style-type: none">• From the three subdivisions will be intermingled.• The Board of Trustees will manage the three subdivisions. <p>Expenditures:</p> <ul style="list-style-type: none">• For the three subdivisions will be intermingled.• The Board of Trustees will manage the three subdivisions. <p>Each of the three homeowners’ associations will do whatever it needs to do to make this agreement effective.</p> <p>The joint Homeowners’ Association may do whatever work involved in maintaining the corporate status of the three individual associations.</p> <p>Representatives of an individual association may review the books of the joint association.</p> <p>Representatives of an individual association may attend meetings of the joint association.</p>

2000 Homeowners’ Association Ruling – New Construction Fees, Modified 4/15/2007	Summary...														
<p>A one-time \$750 road-maintenance fee will be assessed on unimproved lots prior to the start of construction. This fee will help offset the road repair and maintenance costs associated with new-home construction. It will be collected when the lot owner submits building plans to the Homeowners’ Association for review and approval.</p> <p>Lots not serviced by Lakewood Hills roads are exempt from this fee. These lots are:</p> <table><tr><td>CL-66</td><td>2920 Highway F</td></tr><tr><td>CL-67</td><td>Highway F</td></tr><tr><td>CL-68</td><td>Highway F</td></tr><tr><td>CL-TA</td><td>3005 Highway F</td></tr><tr><td>CL-TB</td><td>4164 Doc Sargent Road</td></tr><tr><td>GL-19</td><td>19 Summit Drive</td></tr><tr><td>GL-20</td><td>20 Summit Drive</td></tr></table>	CL-66	2920 Highway F	CL-67	Highway F	CL-68	Highway F	CL-TA	3005 Highway F	CL-TB	4164 Doc Sargent Road	GL-19	19 Summit Drive	GL-20	20 Summit Drive	
CL-66	2920 Highway F														
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GL-19	19 Summit Drive														
GL-20	20 Summit Drive														

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2001 Homeowners’ Association Ruling - Lots Not Serviced by Lakewood Hills Roads	Summary...														
<p>Property assessments on lots that are not served by Lakewood Hills roads are assessed at the same level as an unimproved (undeveloped) lot. This ruling becomes effective June 1, 2001.</p> <p>Lots affected are:</p> <table><tr><td>CL-66</td><td>2920 Highway F</td></tr><tr><td>CL-67</td><td>Highway F</td></tr><tr><td>CL-68</td><td>Highway F</td></tr><tr><td>CL-TA</td><td>3005 Highway F</td></tr><tr><td>CL-TB</td><td>4164 Doc Sargent Road</td></tr><tr><td>GL-19</td><td>19 Summit Drive</td></tr><tr><td>GL-20</td><td>20 Summit Drive</td></tr></table>	CL-66	2920 Highway F	CL-67	Highway F	CL-68	Highway F	CL-TA	3005 Highway F	CL-TB	4164 Doc Sargent Road	GL-19	19 Summit Drive	GL-20	20 Summit Drive	<p>Effective June 1, 2001, lots on roads not maintained by Lakewood Hills will be assessed at the same level as an unimproved lot.</p>
CL-66	2920 Highway F														
CL-67	Highway F														
CL-68	Highway F														
CL-TA	3005 Highway F														
CL-TB	4164 Doc Sargent Road														
GL-19	19 Summit Drive														
GL-20	20 Summit Drive														

KMB Water Company	Summary...
<p>Quit Claim Document, June 3, 1992</p>	<p>KMB Water Company gets everything from The Lakewood Hills Water Company.</p>