

AMENDMENT

A ballot vote was taken to approve these amendments of the Covenants and Restrictions on September 8, 2012, at the Annual Meeting of the Lake Marie Property Owners Association.

Voted by 1511 Platted Lots, within the Lake Marie Sub-division, Mercer County, Mercer, Missouri. The vote was 275 YEAS, 5 NAYS by the Membership, the Board of Directors voted 743 YEAS Platted Lots of the Association and 488 Members did not vote their Lots.

These Covenants and Restrictions shall be extended for twenty-five (25) years and will remain in force until January 1, 2038.

NOTE: Due to errors in the original recorded copies filed December 27, 2012, this Amendment was typed, approved and re-recorded by the current Board of Directors, on _____ 2014. This new recording date will NOT affect the next deadline date of January 1, 2038.

CERTIFICATION

The undersigned certified that she is the Secretary of the Lake Marie Property Owners Association, a Missouri Corporation, and has custody of the official records thereof and that the above is a correct copy of the Amendment adopted on the _____ day _____, 2014.

Secretary

Subscribed and sworn to before me this _____ day of _____, 2014.

COVENANTS AND RESTRICTIONS OF LAKE MARIE

Amendment Deadline January 1, 2013—Next Amendment Deadline January 1, 2038

In the following Covenants and Restrictions whenever the term “SELLER” shall appear or be used herein, it shall be deemed and construed to mean Lake Marie Property Owners’ Association and whenever the term “PURCHASER” shall appear or be used herein, it shall be deemed and construed to mean and include all “PURCHASERS” and their respective heirs, legal representatives, administrators, executors and assigns; and whenever singular or masculine pronouns are used herein, they shall be construed to mean and include plural and feminine or neuter gender pronouns as the situation shall be.

The following restrictive covenants and conditions shall be applicable to and binding upon the lots of parcels of land shown on plats of Lake Marie Subdivision recorded or to be recorded in the Recorder’s Office in Mercer County, Missouri, except that the SELLER may from time to time set aside certain unplatted areas for special usage or future development, which areas may contain special restrictions and/or covenants.

UTILITIES COVENANT

The PURCHASER understands that at the present time sewage disposal is by means of individual disposal units, and as a partial consideration for the conveyance of the property mentioned on the fact of this agreement, the PURCHASER specifically agrees to install on his property only such sewage disposal units as are approved by the Lake Marie Association, and/or authorized state or local government officials, and further agrees that after installation, the unit shall be kept in good and satisfactory operating condition and shall be subject to periodic inspection by the Lake Marie Association.

It is further understood that in the future some form of central sewage plant and collection lines may be required, and in such event the PURCHASER agrees to pay such charges in connection with said system as are uniformly assessed against all other similar lots within the subdivision.

The PURCHASER understands that in the future some form of central water system will be required, and in such event the PURCHASER agrees to pay such charges in connection with said system as are uniformly assessed against all other similar lots within the subdivision.

MEMBERSHIP COVENANT

Passed 9/8/2012-Recorded 12/27/2012: The PURCHASER in consideration of these presents and of like agreements and covenants by other PURCHASERS and Lot Owners, covenants and agrees to maintain his membership in good standing as long as he owns the above described premises and agrees to abide by the By-Laws of Lake Marie Association and agrees to pay the Lake Association an annual assessment being reasonable, necessary and proportionate charge for the sufficient maintenance, upkeep and operation of various areas and facilities by Lake Marie Association, regardless of whether or not the privilege of using such areas or facilities are exercised. This covenant concerning said real estate and the enjoyment, use and benefit thereof, shall be deemed to run with the land and the non-payment of the annual charges shall, after the respective due dates, become a lien thereon in favor of said Lake Marie Association and shall be enforceable by said Association.

RESTRICTIONS

1. The lots shall be used exclusively for residential purposes, or "special use" areas on the plat aforementioned. No lots may be sub-divided.
2. All building plans and type of materials must be approved by SELLER and must comply with any existing local building codes in force at the time of construction.
3. Not more than one single family dwelling house may be erected or constructed on any one lot. No building may be erected on any lots prior to the erection of a dwelling house, except utility buildings on adjoining lots or boat house on waterfront lots may be constructed upon receiving prior written permission from the SELLER. No accessory, basement or temporary building, including a boat house, shall be used or occupied as living quarters. No building shall be constructed or erected on said lots unless built of solid or permanent material. No unpainted exterior shall be permitted without permission. No house trailers, tents, busses or other similar structures shall be erected, moved on to, or placed upon said premises except in those specific areas which may be designated for such use. No open basements or foundations shall remain unenclosed without permanent sub-flooring for more than 6 weeks. The exteriors of all buildings must be completed within 6 months from the date construction commences. Open pier foundation type construction shall not be permitted without prior permission and written plan approval of SELLER and must be enclosed within 6 months.

4. Minimum living space on ground or first floor, exclusive of porch area, shall be 600 square feet. The minimum living space on ground or first floor may be diminished by established percentages for certain types of construction involving second floor plans such as "A" frames and split levels.

NOTE: BEFORE construction is commenced written permission and approval of plans must be obtained from SELLER in accordance with current reduction schedules then utilized. No porch or projection of any building shall extend nearer than fifteen (15) feet from any road right-of-way; nor nearer than ten (10) feet from the side property line, nor nearer than ten (10) feet from the rear line of any lot; nor within thirty (30) feet from the normal water line as indicated on Plat or Plats of Lake Marie Sub-division without written permission of SELLER. All conditions must comply with the zoning regulations of Mercer County, Missouri.

Entrance to property across a roadway drainage ditch must have a drain tube or culvert. Minimum diameter to be 10" or larger if required for proper drainage and not less than 20' in length. Board must be contacted before any tube is replaced, or new tube is put in.

5. No outside toilets shall be allowed. No waste shall be permitted to enter Lake Marie and all sanitary arrangements must be inspected and approved by SELLER or state health officers, and all buildings having plumbing facilities shall be required to connect to central water and sewer systems upon availability of same. No individual drain field or other disposal system shall be allowed nearer than 30 feet from the normal water mark of Lake Marie.
6. No noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood, and the SELLER shall determine what constitutes noxious or offensive activity and said determination shall be complete and final. No animals or fowl shall be kept or maintained on said lots except customary household pets in reasonable numbers and shall be under owners' immediate control and supervision. No signs of any kind shall be displayed on any lot without written permission of SELLER. Failure to maintain lots in tidy manner will result in maintenance of the lots by SELLER, for which a reasonable charge may be levied against property owner. (See Section 4(D) Enforcement in By-Laws)

6(b) No owner or occupier of any lot or lots within the Lake Marie subdivision shall cause or permit the placement or maintenance on said lot or lots of any abandoned, discarded, unattended or "junk" homes, mobile homes, travel trailers, tractors, farm machinery, freezers, refrigerators, stoves, furniture, or other unsightly, dangerous, or offensive items of property. **FURTHER**, The SELLER may notify the owner or occupier in writing of any violation hereof and the owner or occupier shall have 60 days to remove such items constituting a violation. If the owner or occupier does not remove such within said 60 day period, the SELLER may cause the removal thereof, and the cost incurred by SELLER in so doing shall be levied as a special assessment against the lot or lots of such owner or occupier(s), and collected in the manner of delinquent assessments, together with the SELLER'S attorney's fees and court costs.

7. No premises shall be leased or rented to any person without the prior written consent of the Lake Marie Property Owner's Association.
8. SELLER shall have the right to erect telephone or poles to carry electric current at the intersecting corner of any two lots.
9. Hunting or discharge of firearms upon the subdivision shall **NOT** be allowed and is hereby specifically prohibited.
10. PURCHASER, his heirs, and assigns, shall be subject to compliance with the foregoing restrictions and while holding said lot, have license personally and for his family and lot owner's guests to the use and privileges of the lake in said subdivision, known as Lake Marie, which shall include boating, bathing, fishing, and the use of the community areas provided.
11. Nothing herein shall limit the right of the Lake Marie Property Owners' Association or its successors or assigns to use the portions of the property not sold for residential purposes for any purpose not consistent with the plat and plan of subdivision, it being the intention of the SELLER and of the PURCHASERS of lots to maintain a high grade subdivision for rural residence purposes and with added attraction and enjoyment of water sports and general amusements.

12. The SELLER reserves the right to subdivide into lots any and all portions of their property shown on plat of Lake Marie, and to convey all or any portion thereof and offer to PURCHASER or PURCHASERS the same facilities and license enjoyed by owners of any other lot or lots of said subdivision and subject to the same restrictions.
13. These restrictions may be extended beyond the original period for a new period not exceeding twenty-five (25) years by an instrument executed by the then owners of a majority of the lots in the subdivision and by the SELLER or its successor and duly acknowledged and recorded in the Recorder's office of said Mercer County before expiration of said original period; and further extension may be affected in like manner.
14. No boat docks, floats or other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of SELLER. Use of the lake is limited to members of Lake Marie Association, and such use shall be in compliance with the rules and regulations of said Association.
15. SELLER, for itself and licensees, reserves a perpetual easement twenty (20) feet in width along the entire shoreline of Lake Marie together with an easement fifteen (15) feet in width along both sides of all road right-of-ways and an easement ten (10) feet in width along the side and rear lines of each and every lot, with the right of ingress and egress thereon for the purpose of installing, operating, maintaining and servicing all types of utilities and drainage ditches and appurtenances thereto, together with the right to trim, cut, or remove any trees or brush necessary for the above purposes. Except, where an owner of two or more adjoining lot constructs a building which will cross over or through a common lot line, said consolidated lot shall not be subject to the aforementioned ten (10) feet easements along the line common to both lots. The owners of lots within the subdivision shall have no cause of action against SELLER, or its licensees either at law or in equity by reason of any damage caused said lots in the installation, operation or maintenance of above mentioned utilities except in cases of gross negligence.

16. These restrictions and covenants run with the land, and shall bind the PURCHASES, their heir's, executors, administrators, personal representatives and assigns, and if any of them shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person(s) or corporation(s) owning any such lots in the subdivision to prosecute any proceedings at law or in equity against those violating or attempting to violate any such covenants or restrictions and either to prevent him, them or it from doing so, or to recover damages for such violation. All of the restrictions, conditions, covenants, and agreements contained herein shall be continued until January 1, 2038, except that they may be changed, altered, amended or revoked in whole or in part by the record owners of the lots in the subdivision whenever the individual and corporate record owners of at least 2/3 of said platted lots so agree in writing. Provided, however, that no changes shall be made which might violate the purposes set forth in Restrictions No. 1 and No. 8. Any invalidation of any one of these covenants and restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect.