

# Callaway County, Missouri

**103910**

KINGDOM OF CALLAWAY ESTATES  
PROPERTY OWNERS ASSOCIATION  
P.O. BOX 47  
WILLIAMSBURG, MISSOURI 63388

36 | 957

May 19, 2001

**SUBJECT: Certification of vote count for Adoption of New Covenants and Restrictions (attached) for KINGDOM OF CALLAWAY ESTATES, CALLAWAY COUNTY, STATE OF MISSOURI**

Ballots for the adoption of new covenants and restrictions for the Kingdom of Callaway Estates were counted on May 19<sup>th</sup> at the home of the President of Kingdom of Callaway Estates Property Owners Association.

The vote is summarized as follows:

<b>VOTES FOR</b> the New Covenants and Restrictions	<b><u>1111</u></b>
<b>VOTES AGAINST</b> the New Covenants and Restrictions	<b><u>190</u></b>
<b>Invalid Ballots</b> representing <u>73</u> acres.	

The voting acreage of the Kingdom of Callaway Estates is 1374 acres (votes)

A 2/3 majority of these votes (921) is required to change the existing Restrictions

The number of votes cast for the changes is 1111. This is sufficient to approve the New Covenants and Restrictions. The new Covenants and Restrictions are therefore approved and adopted. The New Covenants and Restrictions will be recorded at the Callaway County Courthouse.

Unofficial Document

# Callaway County, Missouri

## DECLARATION OF COVENANTS AND RESTRICTIONS FOR KINGDOM OF CALLAWAY ESTATES

THIS DECLARATION, is made this 19<sup>th</sup> day of MAY 2001 by the Members of the Kingdom of Callaway Estates.

WITNESSETH:

WHEREAS, Parts of Section 13 and 24, Township 47 North, Range 8 West, and parts of Sections 19, 20 and 30, Township 47 North, Range 7 West, are known as Kingdom of Callaway Estates and contain the following lots:

Plat 1	20 lots	Lots 1, 1A, 2-14, 14A, 15-28, 36-38,
Plat 2	74 lots	Lots 29-35, 39-92,
Plat 3	68 lots	Lots 57-117, 117A, 118-123,
Plat 4	55 lots	Lots 1-55,
Plat 5	40 lots	Lots 149-188,
Plat 6	25 lots	Lots 124-148,
Plat 7	51 lots	Lots 210-260,
Plat 8	37 lots	Lots 189-209, 261-276; and

WHEREAS, Kingdom of Callaway Estates is subject to covenants, restrictions, easements, charges and liens, previously recorded with the Recorder of Deeds, Callaway County, Missouri, including:

Book 221	Page 612
Book 223	Page 237
Book 223	Page 459
Book 230	Page 872
Book 236	Page 40
Book 158	Page 126
Book 268	Page 558; and

WHEREAS, the covenants, conditions, restrictions, easements, charges and liens can be extended and amended by a vote of the owners of said lots; and

# Callaway County, Missouri

WHEREAS, the owners of said lots desire to maintain a residential community with open spaces and other common facilities; and, to this end, desire to subject the real property to covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

NOW, THEREFORE, the owners of said Lots hereby abrogate and replace the existing covenants, restrictions, easements, charges and liens and declare that the real property platted as the Kingdom of Callaway Estates is and shall be held, transferred, sold, conveyed and occupied subject to these covenants, restrictions, easements, charges and liens (sometimes referred to as "Declaration") hereinafter set forth.

## ARTICLE I

### DEFINITIONS

SECTION 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" or "Community Association" shall mean and refer to the KINGDOM OF CALLAWAY ESTATES PROPERTY OWNERS ASSOCIATION.

(b) "Board of Directors" shall mean and refer to the governing body of the Association.

(c) "Common Properties" shall mean and refer to areas of land (including roads and lakes) shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties or dedicated by deed or otherwise.

(d) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties desired and intended for use and occupancy as a residence by a single family.

(e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined. No Lot may be re-subdivided: provided, however, where desirable small areas may be transferred to adjoining property owners by one adjoining property owner to another adjoining property owner with the approval of the Board of Directors.

(f) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section 1, hereof.

# Callaway County, Missouri

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties, but any record owner whose legal interest in the Lot or Living Unit is less than twenty-five percent (25%) shall not be deemed an Owner or Member. Notwithstanding any applicable theory of the mortgage, Owner shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(h) "The Properties" shall mean and refer to all such existing properties and additions thereto, as are subject to this Declaration.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Callaway County, Missouri, and is more particularly described as follows:

Parts of Section 13 and 24, Township 47 North, Range 8 West, and parts of Sections 19, 20 and 30, Township 47 North, Range 7 West and includes all lots and ground situated upon the eight (8) PLATS OF KINGDOM OF CALLAWAY ESTATES as recorded in Callaway County Recorder's Office, Fulton, Missouri, all of which real property shall hereinafter be referred to as "Existing Property."

SECTION 2. Addition to Existing Property. Additional lands may become subject to this Declaration by merger. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, the Association's properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or

# Callaway County, Missouri

addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. Membership. Every person or entity who is an owner in any Lot or Living Unit which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

SECTION 2. Voting Rights. The Association shall have Members. The Members shall be all those owners as defined in Section 1. Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When more than one Owner holds such interest or interests in any Lot, all such Owners shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

SECTION 3. Voting Methods. A Member may vote on any issue put before the Membership by voting:

- (a) In person at a meeting duly called for that purpose;
- (b) A written proxy at a meeting duly called for that purpose;
- (c) An electronic proxy at a meeting duly called for that purpose.

SECTION 4. Meetings. Membership meetings requirements are:

(a) An annual meeting shall be held during the month of September for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

(b) Special meeting of the Membership may be called by the Board of Directors or by Members having twenty percent (20%) of the votes entitled to be cast at such meeting.

# Callaway County, Missouri

(c) The Board of Directors may designate any place within the County of Callaway, State of Missouri, as the place for any annual meeting of the Membership or for any special meeting of the Membership called by the Board of Directors. The Members may designate any place within the County of Callaway, State of Missouri, for any special meeting of the Membership called by the Members having twenty percent (20%) of the votes entitled to be cast at such meeting.

(d) Written, printed or electronic notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than thirty (30) days before the date of the meeting either:

- (1) personally, or
- (2) by mail, or
- (3) at the direction of the Board of Directors calling the meeting

to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the Member at his address as it appears on the records of the Association, with postage thereof prepaid.

(e) The quorum required for any Membership action authorized by this Declaration shall be as follows:

At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, with no less than ten (10) days notice and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(f) At all meetings of the Membership, a Member may vote by proxy executed in writing or electronically by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting. No proxy shall be valid after the final vote for the purpose specified in the proxy.

## ARTICLE IV

### PROPERTY RIGHTS IN THE COMMON PROPERTIES

SECTION 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to any Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

SECTION 2. Title to Common Properties. The Association shall retain the legal title to the Common Properties.

SECTION 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

# Callaway County, Missouri

(a) The right of the Association, as provided in its Articles, to suspend the enjoyment rights of any Member or Member's guests for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its rules and regulations.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements.

The annual assessments and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made when properly filed with the Recorder of Deeds. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of each person who was the Owner of such property at the time when the assessment fell due.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners of the Common Properties and in particular for the improvement and maintenance of Common Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties including roads and ways, and including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof.

# Callaway County, Missouri

SECTION 3. Basis and Maximum of Annual Assessments: Until the year beginning January, 2002, annual assessments shall be one hundred dollars (\$100.00) per Lot.

From and after January 1, 2002, the annual assessment may be increased only by vote of the Members, who are voting in person or by proxy at a meeting duly called for this purpose.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any one or all of the above categories for any year at a lesser amount than approved by the Members.

SECTION 4. Special Assessments for Capital Improvements: In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The annual assessments shall be made for the balance of the fiscal year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of said (fiscal) year.

The due date of any special assessment approved by the Members under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

# Callaway County, Missouri

SECTION 6. Duties of the Board of Directors: The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Properties and assessments applicable thereto which shall be kept in the office of the Association, or other designated location, and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 7. Effect of Non-payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If any assessments are not paid when due (being the dates specified in Section 5 thereof ) then such assessment shall become delinquent and shall, together with such interest, and cost of collection thereof (including, but not limited to, title searches, recording fees and attorney fees) thereupon becomes a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association or any Owner may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

SECTION 9. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to the

# Callaway County, Missouri

assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

SECTION 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and lien created herein: (a) all Properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1 hereof; (c) all Properties exempted from taxation by the laws of the State of Missouri upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

## ARTICLE VI

### USE RESTRICTIONS

SECTION 1. General Provisions. All of the Existing Property and all additional lands which shall be subject to this Declaration under Article II above shall be subject to the following use restrictions:

(a) Land Use: No building or structure shall be used for a purpose other than that for which the building or structure was originally designed. There shall be only one residence per lot.

(b) Obstruction of Traffic: No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic.

(c) Nuisances: No noxious or offensive activity shall be carried on upon any portion of The Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a lot or other parcel.

(d) Grades: Within any slope control area established by the Developer or Association, no structure, planting, or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, or change the direction of flow or drainage channels, or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot or other parcel and all improvements in them shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible.

# Callaway County, Missouri

- (e) No Commercial Activities: No commercial activity of any kind shall be conducted on any Lot or in any Living Unit, nor the carrying on of promotional activities by the Developer.
- (f) Livestock: No hogs, cows, goats, birds, livestock, exotic animals or animals of any kind, other than domestic pets (except house pets with vicious propensities), shall be brought onto or kept on the Properties; and no more than four dogs, cats, horses, or other such pets may be kept or maintained on any Lot or Living Unit without special permission of the Board of Directors. Horses shall be further limited to a total of one per acre.
- (g) Overhead Wiring: No gas, power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on Lot without the consent in writing by the BOARD OF DIRECTORS. (FOR ELECTRIC SERVICE THIS COMMENCES AT THE POWER COMPANY METER.)
- (h) Temporary Structures: No structure of a temporary character, basement, shack, garage, barn or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently. Tents are permitted when occupied by a Member, but must be removed when the Member will be absent more than 30 hours.
- (i) Signs: No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any Lot or Common Property; provided, however, that permission is hereby granted for signs naming the development and for the erection and maintenance of not more than one advertising board on each lot or tract as sold and conveyed, which advertising board shall not be more than five square feet (5 sq. ft.) in size and may be used for the sole and exclusive purpose for advertising for sale the lot or tract upon which it is erected.
- (j) Dumping of Rubbish: No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers, or incinerators or other equipment for the storage or disposal of such material, which equipment shall be kept in a clean and sanitary condition.
- (k) Sewage Disposal: Each Lot Owner will be responsible for providing for his own sewage disposal and sewage treatment. All sewage facilities to be installed according to the rules, regulations and laws of the County of Callaway and the State of Missouri.
- (l) Utility Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved to the Association as shown on recorded Plats. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.
- (m) Care and Appearance of Premises: The structures and grounds on each Lot shall be maintained in a neat and attractive manner. The Association shall have the right (upon 20 days notice to the Owner of The Properly involved setting forth the action intended to be taken, and if at the end of such time such action has not been taken by the Owner), at the expense of the Owner, to remove trash or rubbish, and to cut grass, weeds and vegetation and to trim or prune, any hedge or other planting that the opinion of the BOARD OF DIRECTORS, by reason of its location or the height to which or the manner

# Callaway County, Missouri

in which it is permitted to grow, is detrimental to adjoining property or is unattractive in appearance. The Association shall further have the right, upon like notice and conditions, to care for vacant or unimproved property, and to remove grass, weeds and rubbish therefrom and to do any and all things necessary or desirable in the opinion of the BOARD OF DIRECTORS to keep such property in neat and good order, all at the cost and expense of the Owner. Such costs and expenses incurred by the Association shall be paid to the Association upon demand and if not paid within ten days thereof, then they shall become a lien upon the property affected, equal in priority to the lien provided for in Article V hereof.

SECTION 2. Provisions Applicable to Lots Designated for Single-Family Dwellings. Any Lot subject to this Declaration designated on a recorded plat for single-family dwelling purposes shall be subject, in addition to the General Provisions, to the following use restrictions:

(a) Land Use: None of said Lots may be improved, used or occupied for other than private residence purposes and no flat or apartment house, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any said Lots shall be designed for occupancy by a single family. There shall be only one residence per lot.

(b) Minimum Size Requirements: Any residence consisting of single level above ground level shall contain a minimum of three hundred seventy-five ( 375 ) square feet of enclosed floor area. The words "enclosed floor area" as used herein shall mean and include any residence enclosed and finished for all year occupancy, computed on outside measurements of the residence, and shall not mean or include any area of basements, garages, porches or attics.

(c) Building Lines: No part of any new construction (including a septic field) shall be located on any Lot nearer than the following:

1. On Plats 4 and 8 – no new construction shall be nearer than Fifty (50) feet from the front property line of a Lot and no nearer than Fifty (50) feet from the edge of the common lake property, and

2. On Plats 1, 2, 3, 5, 6, & 7 – no new construction shall be nearer than fifty (50) feet from the front property line of a Lot and no nearer than fifty (50) feet from the edge of the common lake property,

unless written approval is obtained from the abutting Owners and the BOARD OF DIRECTORS.

# Callaway County, Missouri

## ARTICLE VII

### EASEMENTS

SECTION 1. Easement for Utilities. There shall be and is hereby reserved to the Association a perpetual and non-exclusive easement over all lots for the right to lay sewer pipes, water pipes, electric lines and other underground utility lines, and appurtenances as well as poles and pipes for utilities through or across said lots and the Association shall have at all times the right to ingress or egress for the purpose of repairing and maintaining same, however, dirt taken from any excavation shall be replaced and the surface left as nearly as possible in the same condition it was before such work was started. In addition, the Association shall have the right to erect and lay telephone poles or any poles for carrying electric current as well as pipe for gas and water along side and rear lot lines, and shall have the right to cut and trim trees in these utility regards.

## ARTICLE VIII

### DIRECTORS

SECTION 1. General Powers. The affairs of the Association under any Trust, General Scheme of Restrictions or this Declaration shall be managed by a Board of Directors. The Board of Directors shall manage the property and business of the Association and the Board of Directors may exercise all such powers of the Association and do all such lawful acts and things as are not by Statute, this Declaration, Articles of Incorporation or By-Laws, directed or required to be exercised or done by the Members personally. These powers shall specifically include, but are not limited to, the following items:

- (a) To call special meeting of Members whenever it deems it necessary;
- (b) To appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require from them such security or fidelity bond or other indemnity as it may deem expedient or prudent. Nothing in this Declaration shall be construed to prohibit the employment of any Member, Officer, or Director of the Association in any capacity whatsoever; with the exception that no person shall receive any compensation for acting as a Director or Officer of the Association;

# Callaway County, Missouri

(c) To establish, levy, assess, and collect the assessments or charges as provided in this Declaration;

(d) To adopt rules and regulations governing the use of The Properties and Common Properties and facilities and the personal conduct of the Members and their guests and family thereon;

(e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association by this Declaration;

(f) To authorize contracts with persons, firms or corporations to carry out any of the functions, powers, duties and responsibilities delegated to it for the benefit of the Association;

(g) To open bank accounts on behalf of the Association and to designate the signatories to such bank accounts;

(h) To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from Members for violation of this Declaration or rules and regulations adopted by the Association;

(i) To adopt rules and regulations on the counting of proxies, including proxies that are not returned.

SECTION 2. Number, Election and Term. The number of Directors of the Association shall be NINE (9). The first Board of Directors upon the adoption of this Declaration, shall be composed of the following named individuals: Darrell Snider, Shelly Trisler, David Coldewe, Norman Dains, Judy Martin, Jeff Diekmann, James S. Johnson, Gene Crews, and Chester Marler, each of whom shall hold office until his successor has been elected and has qualified. That the Directors which succeed to the originally named nine (9) Directors shall be elected at the next annual meeting. Three (3) Directors will be elected for 3 years, Three (3) Directors will be elected for 2 years and three Directors will be elected for 1 year. Directors, whose terms expire shall be elected annually thereafter at the annual Membership meeting for a term of three (3) year, and each of whom shall hold office until his successor has been elected and has qualified. No person may serve as a Director unless he is a Member of the Association and in good standing.

The Board will elect a President, Secretary and Treasurer from its directors whom shall serve at the Board's pleasure or until the director's term expires if not removed by action of the Board.

# Callaway County, Missouri

SECTION 3. Regular Meetings: A regular meeting of the Board of Directors shall be held without other notice immediately after, and at the same place as the annual meeting of the Membership of the Association. The Board of Directors may provide, by resolution, the time and place, within the County of Callaway, State of Missouri, for the holding of additional regular meetings with notice of such resolution to all Directors.

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called at the request of any two (2) Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place in the County of Callaway, State of Missouri, as the place for holding any special meeting of the Board of Directors called by them.

SECTION 5. Notice. Notice of any special meeting shall be given at least five (5) days previously thereto by written notice delivered personally or mailed to each Director at his residence address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

SECTION 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

SECTION 7. Manner of Acting. The act of the majority of the Directors present at a meeting of the Directors at which a quorum is present shall be the act of the Board of Directors.

# Callaway County, Missouri

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

SECTION 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. All of which is unless an instrument signed by the then Owners of 51% of the Lots has been recorded, agreeing to terminate said covenants.

SECTION 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

SECTION 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity by the Association or as Owner against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Land to enforce any lien created by these covenants. If the Association prevails, it shall receive reasonable attorney fees and costs. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4. Amendment. Except where indicated otherwise in this Declaration, the Members may amend this Declaration at any time by either:

- (a) An instrument signed by Members holding not less than 51% of the lots; or
- (b) Approval of 51% of those voting in person or by proxy at a duly called meeting with a quorum present.

No amendment shall become effective until properly recorded in the Office of the Recorder of Deeds of the County of Callaway, Missouri.

