

# Spring Lake, Inc

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Adopted 10/19/2000

**DEED of DEDICATION  
OF  
SPRING LAKE, INC  
(A Subdivision of Adair County, Missouri)**

KNOW ALL MEN BY THESE PRESENTS, that the persons listed in Exhibit 1 are all of the owners, proprietors and leinholders of a certain tract of real property located in Adair County, Missouri, known generally as SPRING LAKE, Inc. and described more specifically in Exhibit 2. Exhibits 1 and 2 attached hereto and are incorporated herein by reference in their entirety.

That heretofore SPRING LAKE, Inc. did cause the lands of Spring Lake, Inc. and the shareholders of Spring Lake, Inc to be duly surveyed and laid out into lots and roadways in accordance with the plat filed in the Recorder's Office of Adair County, Missouri, in Book\_\_ at Page\_\_ . Which said plat has written on its face the title of SPRING LAKE. The roadways described in said plat shall be and remain private, shall not be used by the general public but may be used by the owners of real property and their invitees.

The plat of SPRING LAKE was approved by the County Commissioners of Adair County, Missouri, on the \_\_\_ day of \_\_\_

The subdivision, surveying and platting on said land is for the sole purpose of making an exclusive recreational area, and we do hereby, in behalf of ourselves, our heirs, personal representative, and assigns and in their behalf of our grantees and any other person who may hereafter acquire title to any lot impose restrictions concerning the use and occupancy and the kind, type and character of buildings which may be erected thereon, and the locations of such building as hereinafter set forth.

It is the intention of the shareholders of Spring Lake, Inc. that all of the lands described in the plat referenced above shall be subject to said restrictions, and when sold, any part or parcel of said lands shall be sold subject to said restrictions, which shall run with the land in the same manner as if said restrictions were set out in full in each contract and conveyance thereof.

The restrictions are as follows:

Architectural Control Committee

1. The Board of Directors of SPRING LAKE, INC., a Missouri Corporation, shall serve as an Architectural Control Committee.
2. A majority of the Board of Directors shall have full authority to designate a representative to act for it.
3. Neither the Committee nor its representatives shall be entitled to compensations for services performed.
4. The Committee shall be empowered to administer, regulate and enforce the provisions of this Deed of Dedication. Enforcement shall be by proceedings in law or

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5. in equity against any person violating or attempting to violate any provision of this instrument.
6. Nothing contained herein shall prohibit any person or corporate entity who is the owner of any portion of the lands described herein from enforcing the provisions of this instrument.

### Structural Restrictions

7. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to workmanship and materials, harmony of external design with existing structures, and as to locations with respect to topography and finished grade elevation.
8. No fence, wall, swimming pool, or other similar accessory building or structure may be erected, placed or altered on any lot unless similarly approved. Approval shall be reasonably given in accordance with the restrictions herein after provided.
9. The Committee's approval or disapproval as required in this Deed of Dedication shall be in writing and the Committee shall approve or disapprove all plans within thirty (30) days after the date submitted.
10. The Architectural Control committee or its designated representative shall have the right to inspect, at any reasonable time, any construction in progress or after completion, to determine if a violation or breach of any covenant or restriction contained herein has occurred.

### Occupancy

11. No buildings shall be placed on the land except those used as single family residential dwellings and as outbuildings used in connection with individual residences. Only one (1) such residential unit may be constructed or maintained on any one (1) lot.
12. No shareholder of this corporation shall, for any consideration, rent, lease or otherwise permit the possession or occupancy of real property to another party. This restriction shall apply to all real property including any single family residential dwelling and/or outbuilding.
13. Shareholders shall not use lots or residences for any commercial, manufacturing, renting, or leasing purposes.
14. All shareholders and guests shall obey all Rules and Regulations as determined by the Board of Directors of Spring Lake, Inc. Any failure to obey the rules and regulations shall result in appropriate action involving the responsible shareholder. All such actions shall be at the sole discretion of the Board of Directors of Spring Lake, Inc.

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## Subdivision Prohibited

15. No lot shall be hereafter subdivided except where all portions are used to enlarge contiguous lots or as otherwise approved by the Architectural Control Committee.

## Temporary Structures

16. No structure of temporary character shall be used as a residence, nor shall any trailer, mobile home, van or other vehicle, basement, tent, shack, or garage or other outbuildings be used a primary residence temporarily or permanently, regardless of whether the same may be placed on a permanent foundation of any kind.

## Sewage

17. All residential buildings shall have waste water treatment systems which conform to the then existing State and Federal guidelines and regulations and shall be designed so that no waste water shall be permitted to escape from the lot where it originates.

## Pets

18. No animal or livestock shall be raised, bred or kept on any lots except household pets not kept for commercial purposes. No wild or dangerous animal shall be considered a household pet. All household pets shall be maintained in such a manner as not to create a private or public nuisance.

## Nuisances

19. No lot or any building thereon shall be maintained, operated or neglected in such a manner as to create a private or public nuisance.

## Trash

20. No lot shall be used as a dumping ground for rubbish. Trash, garbage or other liquid or solid waste materials shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

## Yard Lights

21. There shall be no 'dusk to dawn' lights or other such yard lights that are kept on for prolonged periods that shine onto adjacent lots.

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## Signs

22. No signs or attention attracting devices of any kind shall be permitted on any lot, with the exceptions of safety and traffic signs placed by Spring Lake, Inc. or signs that are of a personal nature and indicate the name of individual lot owners for location purposes and are located on individual lots. All signs of a personal nature shall be approved by the Architectural Control Committee before they are erected.

## Realtors

23. Public 'open houses' by real estate firms are prohibited. Shareholder's residences that are for sale may be shown by appointment.

## Construction

24. No building may be under construction, insofar as the exterior of same and the grading of the yard and construction of the driveway is concerned, more than a period of twelve (12) months from the time such construction starts.

## Vehicles

25. No motor vehicles or other types of machinery, not in running or currently usable condition, may be kept or allowed to remain on any lot, or on Spring Lake, Inc. property.

## Construction Plan Details

26. The construction plan and specifications provided for in Paragraph 6 shall meet the following conditions:
27. The plan shall show to scale the size and location of all new construction, all existing structures on the site and the distances from the lot lines to the structures. This shall include the construction of boat docks, outbuildings, decks, porches and all reconstruction or remodeling.

## Set Backs

28. Front yards shall not be less than fifty (50) feet in depth.
29. Side yards shall not less than ten (10) feet.
30. Rear yards shall be approved by the Committee depending on the topography of the land and the location of neighboring residences and other circumstances conducive to the maintenance of privacy.
31. Dwellings shall not exceed ten (10) feet in height in addition to 2 ½ stories or a total of thirty-five (35) feet.

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32. Every dwelling hereafter erected, constructed, or reconstructed shall have a floor area excluding basements, open or screened in porches and garages of not less than seven hundred (700) square feet.
33. Off-street parking shall be provided for a minimum of three (3) cars.
34. Every residence shall face towards the lake side of the lot.

### Weeds

35. It shall be the duty of every lot owner to keep all weeds and grasses cut on the property owned by said lot owner.
36. If said lot owner shall fail to cut or have cut all weeds and grasses, at a time when they become offensive to the neighborhood or to Spring Lake, Inc., the Spring Lake Board may cause such weeds and grasses to be cut, pay for the same and add the expenses of such cutting to the maintenance fee of such property and collect the same from the owner at the time and in the same manner that the maintenance fees are collected.

### Maintenance

37. Lot areas shall be kept in a clean, neat and sanitary condition at all times.

### The Lake

38. The lake and all corporate lands are the property of Spring Lake, Inc., and the Board of Directors of that corporation shall have full and absolute authority to regulate and control its use and to direct its maintenance. No land owner or third party shall have any right to use or occupy the lake and corporate lands in any manner inconsistent with the rules and regulations promulgated by Spring Lake, Inc.

### Assessments

39. The owner of each lot, by acceptance of a deed therefore, is deemed to covenant and agree to pay to the Architectural Control Committee any annual assessment and any special assessments for capital improvements to be fixed, established and collected from time to time as hereinafter provided. Any assessments not paid when due shall be delinquent. The annual and special assessments, together with interest thereon from the due date at the rate of ten percent (10%) per annum, and costs of collection thereof, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and attorney's fees, shall be the personal obligation of the owner of such property at the time when such assessment becomes due.
40. The Architectural Control Committee shall fix and establish an annual assessment for each year, at least thirty (30) days in advance of each annual assessment period. This assessment shall be based upon each or fractional lot owned. The due date of such annual assessment shall be established by the Architectural Control Committee

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- and shall be payable in annual installments. Written notice of the annual assessment shall be mailed to the owner of every lot subject thereto.
41. The annual assessment may be adjusted from year to year by the Architectural Control Committee in its sole and absolute judgment and discretion as the needs and purposes as hereinafter described may require, but in no event may such annual assessment be increased more than fifty percent (50%) above the annual assessment in 1990 without the approval of a majority of all outstanding corporate shares entitled to vote.
  42. The annual assessments levied by the Architectural Control Committee shall be used exclusively for the purpose of promoting the health, safety, and welfare of the owners of Spring Lake, Inc., including but not limited to the following:
    - a. Improvement, maintenance, lighting and repair of the main roadways depicted on the plat in a manner satisfactory to the Architectural Control Committee.
    - b. For expenses incident to the examination and approval of plans and specifications as herein provided, and to the enforcement of the restrictions and covenants herein contained.
    - c. For improvement, maintenance, lighting and repair of the lake area and the adjoining lands.
    - d. For improvement, maintenance, and repair of the other real property owned by Spring Lake, Inc.
    - e. For enforcement of the By-Laws, rules and regulations of Spring Lake, Inc.

## Special Assessments

43. In addition to the annual assessment authorized above, the Architectural Control Committee may, in any assessment year, establish a special assessment for that year only, for each lot, for the purpose of defraying, in whole or in part, the costs of construction, reconstruction, repair, improvement, or replacement of any capital improvements consistent with the health, safety and welfare of the owners of Spring Lake Inc., provided, however, that no special assessment may be made without the approval of a majority of all outstanding corporate shares entitled to vote.
44. Any such special assessment shall be established at a uniform rate for all lots affected thereby.

## Conveyance

45. The grantors herein obligate themselves to make all conveyances of any lot in Spring Lake, Inc. subject to these restrictions, which need not be copied in such conveyances, but which may be incorporated by reference and it is hereby declared that said restrictions shall run with the land and bind the present owners, their successors and assigns, and all parties claiming by, through or under them whether such restrictions be expressed in the deeds thereof or not.

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## Remedies

46. Violation or breach of any covenant or restriction contained herein shall give the owner of any lot, or the Architectural Control Committee, or both, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of such covenants and restrictions and to prevent the violation or breach of any of them, and the expense of such litigation, including reasonable attorney's fees, may be recovered by the prevailing party against the other party. The failure by the owners or the committee to enforce any of the covenants or restrictions at the time of its violation or breach shall not be deemed a waiver of the right to do so thereafter.

## Amendments

47. Any of the covenants and restrictions contained herein may be amended, modified, or changes by the approval of a majority of all outstanding corporate shared entitled to vote.

## Miscellaneous

48. The grantors agree that all property owners of Spring Lake shall own at least five (5) shares of Spring Lake, Inc. and said shared shall be acquired contemporaneously with the purchase of property at Spring Lake.
49. If any provision contained herein is held or adjudged to be void or unenforceable for any reason whatsoever, all remaining provisions shall remain effective, binding and enforceable.

(More)



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Spring Lake, Inc.

BY: \_\_\_\_\_  
Corporation President

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Corporation Vice-President

\_\_\_\_\_  
Date

## MISSOURI CORPORATION ACKNOWLEDGEMENT

STATE OF MISSOURI)

SS.

COUNTY OF ADAIR)

On this Day \_\_\_\_\_ of \_\_\_\_\_ before me appeared \_\_\_\_\_ to me personally known, who being by me duly sworn did say that he is the President of Spring Lake, Inc. a corporation and that the seal affixed to the foregoing instrument is the corporation seal affixed to said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be free act and deed of said corporation.

IN Witness whereof, I have hereunto set my hand and affixed my notarial seal at my office in Kirksville, Missouri the day and year last above written.

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Notary Public within and for said County and State. My Commission Expires: