

REC TIME: 09:40 REC DATE:10/25/2001 PAGE SHULTE RECORDER  
#:0001 OF 10 GASCONADE COUNTY, MO, JUDITH DOC#2001 014220

**AMENDED AND RESTATED CONDITIONS, RESTRICTIONS,  
PROVISIONS AND TRUSTEESHIP OF SUBDIVISION KNOWN  
AS THE LAKE NORTHWOODS ESTATES**

Gasconade County, Missouri

to be hereinafter known as

**AMENDED AND RESTATED CONDITIONS, RESTRICTIONS, AND  
PROVISIONS OF SUBDIVISION KNOWN  
AS THE LAKE NORTHWOODS ESTATES**

WHEREAS, North Woods Estates, Inc., a Missouri corporation, and its successors in interest, Port Mardi Gras, Inc. and Lake Northwoods Estates, Inc., recorded a plat in Book 2, Pages 23,24, 25, & 26; recorded a replat on March 15, 1969, in Book 2, Page 33; recorded a plat of the Second Addition on July 28, 1972, in Book 2, Pages 57 and 58; and recorded a plat on April 2, 1974, in Book 2, Page 65, in the Recorder's Office of Gasconade County in which is platted Lake Northwoods Estates, located in Gasconade County, Missouri, and

WHEREAS, there have been or will be filed in the future other plats encompassed within or adjacent to the aforesaid tract known as Lake Northwoods Estates, and

WHEREAS, all references contained herein to North Woods Estates, Inc. shall be hereinafter referred to as "Company" and shall apply to North Woods Estates, Inc. and/or its successors or assigns, and

WHEREAS, Conditions, Restrictions, Provisions and Trusteeship of Subdivision Known as the Lake Northwoods Estates have been recorded in Book 113, Page 174 in the Recorder's Office of Gasconade County, and

WHEREAS, said Conditions, Restrictions, Provisions and Trusteeship of Subdivision Known as the Lake Northwoods Estates have been changed and/or amended as recorded in Book 293, Page 299 in the Recorder's Office of Gasconade County, and

WHEREAS, said Conditions, Restrictions, Provisions and Trusteeship of Subdivision

REC TIME: 09: DATE: 10/25/2001 PAGE #: 0002 OF 0010  
GASCONADE COUNTY; MO~ JUDITH A LITE - RECORDER DOC #: 2001 014220

Known as the Lake Northwoods Estates restrict and run with the land of the platted subdivisions described above, and

WHEREAS, pursuant to the ability of two-thirds of the then owners of the lots in said platted subdivision to modify and amend the Conditions, Restrictions, Provisions and Trusteeship of Subdivision Known as Lake Northwoods Estates, it is the intention of the owners of the lots in said subdivision, for the purpose of benefitting said property and for the benefits that it will inure to the present owners and future owners of lots in said area and to their successors and assigns, to amend and restate the following conditions, restrictions and provisions on said area, and

WHEREAS, this amended and restated declaration of covenants and restrictions is intended to control in the event of a conflict with the original Conditions, Restrictions, Provisions and Trusteeship of Subdivision Known as the Lake Northwoods Estates dated the 18<sup>th</sup> day of March 1967 as amended by recorded instrument dated the 19<sup>th</sup> day of August, 1995 and this amended and restated declaration is intended to control in the event that any of the provisions of the original declarations, as previously amended, are in conflict with this Amended and Restated Conditions, Restrictions, Provisions and Trusteeship of Subdivision Known as the Lake Northwoods Estates Declaration, and

WHEREAS, it is further the intention of said lot owners to create LAKE NORTHWOODS ESTATE PROPERTY OWNERS' ASSOCIATION, INC., which shall hereinafter be referred to as the "Association" and the powers conferred upon the Trustees as previously described in the conditions and restrictions shall hereinafter be conferred upon the Association and/or the Board of Directors thereof, and

WHEREAS, a Petition(s) to amend and restate those Conditions, Restrictions, Provisions and Trusteeship of Subdivision Known as Lake Northwoods Estates was approved on the first (1st) day of October of 2001 by written instrument executed by two-thirds of the then owners of lots in said subdivision. These petitions to be retained on file with the Board of Directors of the Association, and

WHEREAS, it is intended that henceforth the conditions and restriction associated herewith shall hereinafter be called the Amended and Restated Conditions, Restrictions, and Provisions of Subdivision Known as the Lake Northwoods Estates.

NOW, THEREFORE, in consideration of the premises, it is agreed that the following conditions, restrictions and provisions are hereby imposed against all of the lots in Lake Northwoods Estates, a subdivision in Gasconade County, Missouri, as per plat thereof recorded in Plat Book 2, Page 33 of the Gasconade County Records, and as replatted in Plat Book 2, Page 33 of the Gasconade County Records, and the Second Addition of such subdivision which is platted in Plat Book 2, Page 57 of the Gasconade County Records, and as per plat thereof recorded in Plat Book 2, Page 65 of the Gasconade County Records:



REC TIME: 09:40 REC DATE: 10/25/2001  
GASCONAD

PLANNING

MO J L J

CHU LT

PAGE #: 0003 OF 0010  
RECORDED 2001 014220

1. All lots, except those areas designated "public area" shall be known and described as residential lots. No structure shall be erected on any residential lot other than as follows:

1 a. Residential lots upon which are erected a single family dwellings, which shall not exceed two stories in height, may have constructed thereon one detached structure as follows: one or two car garage, carport, storage, shop, or screened-in structure, none of which may exceed 600 square feet. These detached structures to be erected only after the completion of primary residence and approval of the Board of Directors of the Association.

1 b. Lots in undeveloped sections without all utilities: a garage, storage, shop, screened structure building, not to exceed 600 square feet, may be erected before primary residential structure. All construction will be located on lot to conform to building setbacks per recorded agreement so as not to interfere with location of residential structure, with approval of the Board of Directors of the Association. Any such structure shall not be used as a residence and shall blend in with a natural setting when the utilities become available. When such utilities become available, 1 a will be in effect and all lots with said structure will have to comply by constructing a single family dwelling or remove structure.

2. Lake Northwoods Utility Co., Inc. has installed in such subdivision a deep well water system, and each lot owner shall as soon as practicable connect their respective lot to the water main, such connection to be made at lot owner's expense. Prior to connecting such main, the owner of such lot shall pay to Lake Northwoods Utility Co., Inc. or their successor, the sum of One Hundred Dollars (\$100.00) as and for a tap charge. Thereafter, such water as is used by each lot owner shall be paid for at a rate sufficient to reimburse Lake Northwoods Utility Co., Inc. or its successors for its expenses in building, maintaining such well and water mains, and treatment of water, provided such rate shall not exceed the sum as generally assessed in the Owensville area.

2a. Lake Northwoods Utility Co., Inc. has installed in Lake Northwoods Estates Subdivision a state approved sanitary sewer system. Each property owner upon building and before occupancy shall be required to make connection to sewer system, such connection to be made at lot owner's expense. No other type of sanitary disposal whatsoever shall be permitted. Each lot owner will be required to obtain from Lake Northwoods Utility Co., Inc. or its successor a permit, prior to installation of sewer piping. An initial fee of One Hundred Dollars (\$100.00) will be charged for use of the sewer system. Thereafter a regulated fee will be charged quarterly. This fee will be solely for the maintenance of the sewer system.

3. No lot or lots shall be resubdivided without the unanimous approval of the Board of Directors of the Association.

4. No building shall be located on any residential lot nearer to the front line or nearer to the side street than the minimum building set back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front line, nor nearer than 30 feet to any side street line. No building shall be located nearer than 10 feet to an interior residential side lot line, except that on corner residential lots no structure of any kind shall be permitted in



REC. TIME: fig. 40  
 SECTION 17E COUNTY

R  
 F  
 DA  
 TE  
 MO  
 JUDI

10/25/2001

A SCHU

E

RECORDER

PAGE #: 0004 OF 0010  
 DOC #: 2001 0 20

the rear between the building line and the street line. No dwelling shall be located on an interior residential lot nearer than 30 feet in the rear lot line nor nearer than 50 feet from the normal high water line of Lake Northwoods Estates. All buildings are to be completed within one (1) year from date of issuance of a permit by the Board of Directors of the Association for the erection of a building.

5. No dwelling shall be permitted on any residential lot at a cost of less than \$40,000.00 based upon levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches, carports, and garages shall be not less than 1200 square feet for a one-story dwelling. The ground floor area of anyone and one-half or two story dwelling house built on a Lot, exclusive of one-story open porches, basements and garages, shall not be less than 600 square feet, with a total square footage of such a dwelling house to be a minimum of 1200 square feet. The restrictions of this section shall apply only to dwellings in which construction or placement of the dwelling is initiated after the recording of these amended and restated restrictions.

6. No residence shall be used directly or indirectly for business of any character or for any purpose other than that of an exclusive private residence for one family. A bona fide resident of said lot may use one (1) room in the dwelling as a professional office from which business may be conducted with, however, no sales, supplies, signs or kindred matters to be performed or displayed on said lot.

7. No trailer, basement, tent, shack, barn, or other out building shall be permitted on any lot, nor shall any garage in the tract be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. This shall not prevent the construction and use of temporary sheds and warehouses during the time of development by the developer.

8. 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 the Company. Use of the lake and public areas is limited to members of the Association, and such shall be in compliance with the rules and regulations as established by the Association. Company may have the use of the lake for its corporate purposes. The use of the Lake by any lot owner, member of a lot owner's family, or guest of a lot owner shall be at such person's own risk and such persons shall hold Company and/or its successor and the Association harmless for any accident or injury which arises from the use of the lake.

9. Personal property other than boats and trailers shall not be placed or stored in the open or in unenclosed carports on any lot. This shall not prohibit the parking of passenger automobiles, or pickup trucks, licensed and in operating condition.



SECTION 10.00 BO. R. J. ATE  
KACONADDC OF JINTV. I. A

25-1/2" 001"

ITM SCHULTE RECORDER

PAGE #: 0 DOC OF 0010  
if: 2001 0 12-20

10. No fence shall exceed four (4) feet in height and shall not extend nearer than 36 feet from the front lot line, nor in the case of corner lots, beyond the side building line. For the lots having lake frontage, a fence may be erected from the lakefront along side lot line, but no fence shall be erected which parallels the lake front. A structure or planting may constitute a fence or a hedge even though not enclosing an area, and whether the same shall constitute a fence or a hedge shall be determined by the Board of Directors of the Association. upon submission to them of the plans for such structure or planting as herein required. The purpose of this paragraph is to retain an appearance of openness and spaciousness in the subdivision, unbroken by such prohibited fences and hedges. This shall not prevent the erection of any kind of temporary fencing during the time of development by the builders and developers.

11. No downspouts or roof drainage water shall be connected to the sanitary sewer system.

12. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale. There shall be no restrictions or limitations on signs used by a builder to advertise the property during the development, construction and sales period.

13. For the benefit and protection of all lot owners, any resale, or other transfer, of any lot shall require the transferor, at least ten (10) days prior to transfer, to notify the Board of Directors of the Association. of the contemplated transfer, furnishing name and residence address of the transferee.

14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose,

15. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No burning shall be permitted on any lot except that yard or construction waste may be burned provided that the Owner or their representative at all times supervises the burning. Each lot owner shall be responsible and shall indemnify and hold the Association and Board harmless for any damage to person or property occurring as a result of any burning in the development. In addition, no illegal, noxious, or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

16A. No building or addition to, alteration of, or reconstruction of a building, no patio, wall, fence, grading, landscaping or planting, other than foundation and the planting of isolated trees, bushes or flowers shall be constructed, made or planted without submitting written plans and specifications for the proposed work to the Board of Directors of the Association. for approval before any such work shall begin.



R-EC-11111-1 ngd-n RFC nATE-10/1  
GASCONAD E COUNTY; MO; JUDITH A SCHULTE

'100-1

ECORDER

PAGE  
DOC #

0006 OF 0010  
014220

---k

B. The Board of Directors of the Association shall consider whether such plans and specifications are in accordance with the foregoing provisions of this declaration and further whether the work contemplated thereby would be in harmony with other improvements in the subdivision, their effect on the outlook from adjacent or neighboring lots and location on the lot and all other factors which in the sole opinion of the Board of Directors of the Association shall affect the status of the subdivision as a desirable residential area.

C. The Board of Directors of the Association shall approve or reject such plans and specifications in writing within twenty-five (25) days after receipt thereof. The Board retains the right to extend this period, in order to obtain any additional information reasonably needed to render a decision of the Board, for a period up to fourteen (14) additional days by written notice delivered to the applicant. If the Board fails to approve, reject, or extend the period described above prior to the end of the twenty-five (25) day period, the plans and specifications shall be considered as approved.

17. There shall be created in connection herewith a Missouri corporation named Lake Northwoods Estate Property Owners' Association, Inc. ("Association" as referred to herein) to which all lot owners described hereunder (except those in default of assessments described in Section 25 hereunder) shall be members. The rights, powers and privileges of the Association shall be described in these conditions, restrictions, and provisions and in the Articles of Incorporation and Bylaws of said corporation.

18. All rights and duties created by this indenture, including therein all the rights, powers and privileges granted to and duties imposed upon the Board of Directors shall vest in and inure to the benefit of, and may be fully exercised by the majority of them. And wherever the words "Board" or "Board of Directors" occurs in this indenture it shall be held and taken to include their successors.

19. Inasmuch as it is necessary that streets be maintained, the Association shall have the right to enter into contracts for the maintenance of such streets.

20. A. Subsequent subdivisions to be designated as Lake Northwoods Estates Plat 2, and consecutively thereafter, are to have portions designated public areas established in some manner for use by the Association. It is the intention of the Company that said public areas shall be for the sole benefit, use and enjoyment of the members of the Association as lot owners in the tract of land to be or having been developed as described hereunder and that lot owners in each said subsequent subdivision shall but subject to these restrictions and shall correspondingly be deemed members of the Association. All lands therefore referenced herein which comprise Lake Northwoods Estates shall have the benefits of the rights of the Association in public areas shown on any plat of Lake Northwoods Estates and shall, through membership in the Association, share in the burden of their operation, maintenance, repair or reconstruction. The right of each lot owner to use the public areas shall be subject to the terms, conditions, and provisions as set forth in this amended and restated declaration and to any rule or regulation adopted by the Association



REC TIME: 09:40 REC DATE: 10/25/2001  
ONADE COUNTY; MOY JUDITH A SCHULTE

PAGE #: 0007 OF 0010 DOC  
RECORDER #: 2001 014220

now or in the future. All such terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Association and Company, or either of them, their respective successors and assigns, against any Owner, or any other person, violating or attempting to violate the same, either by an action at law for damages or a suit in equity to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation. The Association and Company or its successor shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and expense of the Owner.

B. The Association is hereby authorized to pay any real estate taxes and personal property taxes assessed against said public areas. It is understood and agreed that the Association's responsibility for paying any such taxes shall only apply to real or personal property actually owned by it. The Association is hereby authorized and directed to provide for the operation, maintenance, repair or reconstruction of any park or playground. The Association shall have the authority to purchase and install any park or playground equipment which in its judgment will be beneficial to the area. The Association shall have the authority to purchase and plant any trees, shrubs, flowers and other plants which in its judgment shall be beneficial to the area.

21. No commercial sales are permitted on any public area.

22. Subdivision plats in subsequent Lake Northwoods Estates will contain storm water drainage ditches. The Association is authorized and directed to maintain, repair or reconstruct said storm water drainage ditches.

23. Lot owners may maintain street lighting sufficient to elucidate paths of common usage for ingress and egress throughout the subdivision at their own expense. Any street light or similar light fixture designed for such purpose shall be placed upon a lot only after obtaining prior written approval of the Board of Directors of the Association with regard to the location and style of such lighting.

24. The Association is hereby authorized and shall have the power to enter into contracts to accomplish any of the acts authorized by any preceding paragraph.

25. The Board of Directors of the Association either for actual expenses incurred or in anticipation thereof or for any purpose covered by this instrument which purposes are described by way of illustration and not of limitation as maintaining streets, maintaining, repairing or reconstructing storm water drainage ditches, operating, maintaining, repairing or reconstructing parks or playgrounds, providing street lighting, providing fire hydrants and for administrative expenses, are hereby authorized and directed to levy and assess against each Lake Northwoods Estates subdivision and all subsequent subdivisions entitled Lake Northwoods Estates, which subsequent subdivision are or shall be, by separate instrument bound by these restrictions; such levy and assessment on a residential lot not to exceed One Hundred Dollars (\$100.00) per annum The foregoing \$100.00 assessment may be increased by the Board of Directors provided that said



TIME: 09: REC DATE: 10/25/2001  
 GASCONADE COUNTY, MO~ J I T H A S C H U E - RECORDER

PAGE #: 0008 OF 0010  
 DOC' #, 014~20

increase is approved by the affirmative vote of a majority of the members of the Association, present either in person or by proxy and voting at a meeting to be held at a convenient place in accordance with the hereinafter requirements.

26. A written or printed notice of assessment signed by the Board of Directors of the Association or a majority of them, or having their names written or printed thereon, with their authority, stating the amount of money required, and the date or dates when payment thereof must be made, shall be served not less than ten days before any payment under the said notice shall be required to be made, upon each of said owners, either by delivering said notice to each owner personally or to his agent or by mailing the same to the usual post office address of such owner or owners, or posting the same upon any conspicuous place on such lot or by publication in a newspaper of general circulation in the County of Gasconade. Said advertisement shall contain the names of all members of the Board of Directors printed hereon. Service in anyone of said methods shall be sufficient. And the said annual amount and installment thereof (and any special assessment thereafter provided for) required to be paid as herein provided, shall become to the extent of and for the amount payable by such owner as herein provided, a continuing lien upon his lot or lots and upon his interest in any lot or lots until said amounts are fully paid. And all persons acquiring any interest in the said lots, or any of them, from the owner or owners thereof whether voluntarily or involuntarily, shall take the same subject to such right or power in the Association to assess the same for the purposes of this indenture. In case said annual amount for any installment thereof or any special assessment, is not promptly paid when it is due, it shall thereafter bear interest at the rate of eight per cent (8%) per annum; and if after default the same shall have been placed in the hands of any attorney for collection, the fee for such attorney shall be paid by the lot owner or lot owners in default against whom such action to enforce collection has been taken, and shall likewise be a lien on the lot or lots of such owner or owners. The Board of Directors may institute and prosecute any legal proceedings at law or in equity or both against the owner or owners of the lot so making default and all persons claiming through or under them, to compel such payment with interest, cost of suit and attorney's fees attending the recovery of the payment in default. Each lot in respect of which default is made shall at all times on occasions of any such default be liable to be sold under the order or decree of any court of competent jurisdiction under appropriate legal proceedings, to the end that out of the proceeds of such sale the amount so in default be raised and paid with interest, costs and attorney's fees; the purchaser or purchasers, however, at any such sale shall take subject to this indenture and to all of the conditions, restrictions, and provisions herein contained, created and granted in the same manner and to the same extent as if said lot owners had sold said lots voluntarily subject to the provisions hereof, excepting, of course, that such sale shall clear the property sold from the lien of the particular assessment in default and on account of which said sale occurred. The owner of any lot at the time of such assessment, whether general or special shall also be personally liable

to the Association for payment thereof, together with interest, attorney's fees and costs. In addition to the aforementioned results of non-payments of assessments, the defaulting property owner shall lose all benefits, rights, and privileges afforded members of the Association, including all voting rights incumbent thereto. No lot owner may waive or otherwise escape liability for the assessments by nonuse of the public area or abandonment of his lot.



REC TIME: 09:40 REC DATE: 10/25/2001 ~ PAGE #~ 0009 of 0010  
 GASCONADE COUNTY~ MOY JUDITH A SCHULT~ - RECORD~R~DOC #: L001 014220

27. The restrictions in this amended and restated indenture set forth shall continue and be binding upon the corporation, the lot owners, and the Association and upon their successors and assigns for a period of thirty (30) years from the date hereof, and shall automatically be continued thereafter for successive periods of fifteen (15) years each, provided, however, that a majority of the members of the Association may terminate any trusts or release all of the land hereby restricted from anyone or more or all of the said restrictions at the end of this thirty (30) year period or of any successive fifteen (15) year period thereafter, by executing and acknowledging all appropriate agreement or agreements in writing for such purposes and filing the same for record in Gasconade County, Missouri, at least five years prior to the expiration of this thirty (30) year period or of any fifteen (15) year period thereafter.

28. The restrictions in this amended and restated indenture may be modified and amended at any time by suitable instrument executed and acknowledged by the Association and approved by authorized vote of the then entitled members of the Association as set forth in the Association Bylaws, which instrument shall be duly recorded in the office of the Recorder of Deeds for Gasconade County, Missouri.

29. All covenants and agreements herein are expressly declared to be independent and not interdependent and to run with the land; nor shall any laches, waiver, estoppel, condemnation or failure of title as to any lot or part of lot in said subdivision be of any effect to modify, invalidate or annul any grant, covenants or agreements herein, with respect to the remainder of said subdivision, saving always the right to terminate or release as herein above expressly provided.

IN WITNESS WHEREOF, the undersigned, as former trustees of Lake Northwoods Estates and authorized representatives of the Association have caused these presents to be signed in behalf of said Corporation, its members, and lot owners, by its President and its corporate seal to be affixed this 21ST day of October, 2001.

LAKE NORTHWOODS ESTATES PROPERTY  
 OWNERS' ASSOCIATION, INC.

By:

Robert E. Taylor  
 President

By:

Robert G. Schlottack  
 Secretary

STATE OF MISSOURI

)

)SS

COUNTY OF

Gasconade

)



On this 11th day of July, 2001, in the year 2001, before me, a Notary Public in and for said state, personally appeared Gregory T. YLG1C and AG6/ZRT SCFLD JJC/ (title) and Gregory T. YLG1C (title), of Lake Northwoods Estates Property Owners' Association, Inc., known to me to be the persons who executed the within Amended and Restated Conditions, Restrictions, and Provisions of Subdivision Known as the Lake Northwoods Estates in behalf of said corporation and acknowledged to me that they executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

L

Gregory T. YLG1C  
Notary Public

My commission expires:

**NOTARY**  
SEAL " Roberta M. Tayloe, Notary  
Public Gasconade County, State of  
Missouri My Commission Expires  
4/9/2002

R D 10  
25/2001  
S LTE RECORDED P. #1  
Ad. 1 014220

REC TIME: 09:40  
GASCONADE COUNTY



## LAKE NORTHWOODS WATER CRAFT INFORMATION, & REGISTRATION

Dear Association member,

In an attempt to promote the recreation, health, safety and welfare of individuals permitted to use the lake in Lake Northwoods Estates, the Lake Northwoods Estates Owners' Association, Inc. is here by promulgating the following rules pertaining To the use of the lake:

Every boat on the lake must have a Lake Northwoods Estates boat sticker affixed on the starboard (right) side forward bow of the boat. No boat is to be permitted on the lake without registration and sticker. **No guest boats allowed on lake.**

A registration forms must be filed and approved. An \$8.00 fee is charged for first boat and \$3.00 for each additional boat, a total limit of three boats. This fee is to cover cost of stickers. Registration forms should be returned after completion with applicable fee to the association secretary.

**The lot titleholder must be the owner of the boats.**

Each lot owner will be limited to registering one boat of the following types:

One Pontoon

**One Pleasure (Fishing) boat**

**One canoe or sailboat or comparable watercraft**

Existing lot owners with current boats of exception may be approved on an individual basis, by the board of directors.

The use of motorized personal watercraft (Jet Ski) on the lake is strictly prohibited. Water skiing and towed floats also prohibited.

The use of the lake by a lot owner, member of lot owner's family, or guest of the lot owner shall be at such person's own risk.

At this time horsepower of watercraft will not be regulated. Careless or reckless operation of boats is prohibited. The boat owner is responsible for damage caused by the boat or wake from the boat.

**These rules and regulations will become effective immediately. January 1,2002.**

Through the cooperative efforts of the lot owners, Lake Northwoods Estates can become a premium residential lake development. Offering a safe and enjoyable environment for all Lake Northwoods residents. Thank you for your cooperation in the implementation of these rules and regulations.

Should you have any questions, please do not hesitate to contact us.

Sincerely, Directors, Lake Northwoods Estates Property Owners' Association, Inc.

Ronald Ragland

Robert Schlottach

Robert Tayloe

DS  
kt