



STATE OF MISSOURI, ST. CLAIR COUNTY

PAT TERRY, RECORDER OF DEEDS

Book: 599 Page: 1160-1176

Reception #: 20160926
Pages Recorded: 17

Recording Fee: \$72.00

Date Recorded: 6/15/2016 8:41:00 AM

Pat Terry

Twin Oaks Harbor Property Owner's Association Declaration of Covenants and Restrictions

As Recorded at the St. Clair County Recorder of Deeds in Osceola, Mo on June 15, 2016

Twin Oaks Harbor Property Owner's Association

RR 1, Box 257-A

Lowry City, MO 64763

Office (417) 644-2372

Fax (417) 644-2040

Guard Shack (417) 644-2373

TABLE OF CONTENTS

	Table of Contents	1
	Recitals & Definitions	2-3
Article i.	Conveyance of Common Property	3
Article ii.	Organization of Association	3
Article iii.	1. Non-Profit Organization	3
	2. Membership in Association	3
	3. Transfer of Membership	4
	4. Voting	4
	5. Quorum	4
	6. Board of Directors	4
	7. Meeting of Owners	4-5
	8. Election of Board of Directors	5
	9. Vacancies	5
	10. Accounting	5
	11. Committees	5
Article IV.	Rights and Powers of the Association	5-6-7
	1. Powers of the Association	7
	2. Financial Limitations of Board of Directors	7
Article V.	Assessments by the Association	7
	1. Purpose of Assessments	7-8
	2. Annual Assessments	8
	3. Payment of Assessments	8
	4. Unpaid Assessments	8
	5. Owner/Guest	8
	6. Sale of Lot(s) with Unpaid Balance	8
	7. Special Assessments	8
	8. Notice of Assessments	8-9
	9. Creation of Lien	9
Article Vi.	Restrictive Covenants	9
	1. Applicability	9
	2. Sewage and Wastewater Disposal	9
	a. Commercial Lots	10
	b. Camper Lots	10
	c. Multi-Purpose Lots	10
	3. Buildings	10
	a. Commercial Lots	10-11
	b. Camper Lots	11
	c. Multi-Purpose Lots	11-12
	4. Association Pumping of Disposal Facilities	11
	5. Maintenance of Sewage Disposal Facilities	12
	6. Improper Removal of Sewage and/or Wastewater	12
	7. Individual Water Wells	12
	8. No Debris	12
	9. Signs	12
	10. Animals	12
	11. Nuisances	12
	12. Ingress and Egress	13
	13. Stickers	13
	14. Motorized Vehicles	14
	15. Natural Growth State	14
	16. No Hunting	14
	17. Garbage	14
Article VII.	Submission of Additional Property to Declaration	14
Article VIII.	Grantee's Acceptance	15
Article ix.	Enforcement	
Article X.	Severability	

THIS DECLARATION is made this 10th day of August, 2015, Twin Oaks Harbor Property Owners Association, a non-profit corporation, hereinafter referred to as "The Association".

RECITALS:

WHEREAS, The Association is the owner of certain platted real property located in St. Clair County, Missouri, which is more particularly in Exhibit "A" (hereinafter referred to as "Subdivision"), which is attached hereto and incorporated herein by reference, which such Subdivision is a portion of that certain parcel of real property located in St. Clair County, Missouri, known as Twin Oaks Harbor, which is more particularly described in Exhibit "B" (hereinafter referred to as "Development"), which is attached hereto and incorporated herein by reference;

WHEREAS, The Association is desirous of promoting, enhancing and protecting the value, desirability and attractiveness of said Subdivision;

WHEREAS, The Association believes that the establishment of mutual and beneficial use Restrictions and Covenants is the most beneficial means of accomplishing this purpose; and

WHEREAS, it is the purpose and intention of this Declaration to preserve said Subdivision as a restricted camping, recreational and residential neighborhood and to protect the same against certain uses by the adoption of a common neighborhood plan and scheme of restrictions; to apply that plan and restrictions to all of the lots and parcels in the Subdivision, and to mutually benefit, guard and restrict the present and/or future title holders or occupants of any and all said parcels and to foster the health, welfare and safety of all who own lots in said Subdivision; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained are for the benefit of all persons who may purchase, hold or own, from time to time, any of the several lots covered by this instrument, and are intended to run with the land and be mutually enforceable;

WHEREAS, The Association has deemed it desirable that a Property Owners' Association be delegated and assigned the power and duties of maintaining and/or administering the Subdivision and such other designated facilities and services and administering and enforcing the Covenants and Restrictions and collecting and disbursing the Assessments and charges hereinafter created; and for the purpose of exercising the functions aforesaid.

WHEREAS, The Association wishes to establish a mechanism pursuant to which the Association may subject portions of the Development to the plan of this Declaration in accordance with Article VII of this Declaration.

NOW, THEREFORE, The Association declares that all of the property in the Subdivision, and such other portions of the Development, if any, as may hereafter be subjected to the scheme of this Declaration pursuant to Article VII hereof, is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan of the development, improvement and sale or lease of said property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof.

Article I

Definitions

The following terms as used in this Declaration are defined as follows:

1. "Association" means the Twin Oaks Harbor Property Owners' Association, a Missouri non-profit corporation formed, which will be charged with maintaining and managing the property in the Subdivision.

2. "Board of Directors" or "Board" means the duly elected or appointed Board of Directors of the Association.
3. "Common Property" means all of the real property, together with improvements which may at any time be constructed thereon, which will be conveyed to the Association for the use of the Owners and their guests. Common property shall include all strips and parcels of land delineated as drives, lanes, circles or streets on each plat of the Subdivision, as well as all recreational facilities including the swimming pool, lakes, dams and related facilities, and facilities for disposal of wastewater in the Subdivision to be constructed.
4. "Declaration" means this Declaration of Covenants and Restrictions, as it may be amended from time to time.
5. "Development" means all of the real property owned by the Association known as Twin Oaks Harbor and which is described in Exhibit "B" hereto.
6. "Owner" (Amended 2012) means any person or legal entity, who holds fee simple title to one or more lots in the Subdivision, or who has beneficial title to one or more lots in the Subdivision pursuant to an executed contract for deed and who is current in his payments under said contract for deed. A contract for deed shall be one where the purchaser is required to make payments for the property for a period extending beyond 9 months from the date of the contract, and where the purchaser does not receive title to the property until the full purchase price has been paid although the purchaser is given the use of said property. Anyone is banned from renting property in Twin Oaks Harbor for residential purposes. If they are renting to own, they must have a Contract for Deed with the seller and a legal Deed of Trust filed at the St. Clair County Courthouse and registered with the Twin Oaks Harbor office. (Proposal passed 2012)
7. "Subdivision" means all of the land and improvements now or hereafter submitted to this Declaration, as it may lawfully be amended or supplemented from time to time.

Article II

Conveyance of Common Property

The Association shall, contemporaneously with the recording of each plat of the Subdivision, grant, bargain, sell, convey, transfer, assign and set over unto the Association, its successors and assigns, all and singular, the Common Property shown on said plat of land delineated and set apart as drives, lanes, circles, streets or roads on said plat of said Subdivision, together with swimming pool, lakes, dams and related facilities and facilities for disposal for maintaining the Common Property in the Subdivision. All common roads will have a speed limit of 15 MPH throughout the Subdivision.

Article III

Organization of Association

1. Non-Profit Corporation. The Twin Oaks Harbor Property Owners' Association, Inc. is formed as a Missouri non-profit corporation and shall be empowered with the rights, powers and duties set forth herein and in its Articles of Incorporation and its By-Laws, as the same may be amended from time to time.
2. Membership in Association. Each Owner shall be a member of the Association until they cease being an Owner. On occasion, the Association may ask an owner to prove that they are a Property Owner, however, the Association has no legal right to ask an owner to prove that they are a Property Owner, however the Association has no legal right to ask an owner for a copy of their personal identification.
3. Transfer of Membership. The membership of each Owner in the Association is appurtenant to and inseparable from his ownership of a lot in Twin Oaks Harbor Subdivision and shall automatically be transferred upon any valid transfer or conveyance of this lot to any transferee or grantee. Membership in the Association is transferrable only in connection with the conveyance of the lot giving rise to such membership, and any other transfer or assignment of membership shall be null and void.

4. Voting. All voting rights shall be based on the number of lots an Owner is paying Assessments on. Each Owner of a lot is entitled to one (1) vote for each lot owned up to four (4) lots, with a limit of 4 votes per Owner. If a lot is owned by more than one person or entity, such persons or entities shall designate one of them as a "voting member". In the case of a corporate member, a designated director or officer thereof shall be the voting member. In the case of a partnership, a general partner thereof shall be designated as the voting member. The vote(s) of each voting member shall not be divisible. Each voting member shall be entitled to cast his vote(s) at any meeting of the Association. He shall be entitled to attend and vote at such meeting or meetings in person, or to vote by proxy, as provided in the By-Laws. No Owner shall, however, be eligible to vote at any annual or special meeting unless the Assessments that are legally due and payable for all lots owned by such Owner are fully paid at least three (3) days prior to the meeting.

Notwithstanding any of the provisions of this Declaration to the contrary, a members voting rights may be suspended by the Association for a period to be determined by the Board if such member violates any provision of this Declaration, the Rules and Regulations or the Association's By-Laws pertaining to the payment of Assessments. In such event, the member whose voting rights have been suspended shall have no cause of action against the Association or the Board.

5. Quorum. Except as otherwise provided in this Declaration or the By-Laws of the Association, the presence in person, by proxy or by absentee ballot representing fifteen percent (15%) of the total votes eligible to be voted by all of the members of the Association with five percent (5%) of eligible voters present.

6. Board of Directors. The affairs of the Association shall be governed by a Board of Directors, the number, term and qualification of which shall be as set forth in the By-Laws of the Association.

7. Meeting of Owners. There shall be an annual meeting of Owners at a convenient place in St. Clair County, Missouri for the transaction of such business as may properly come before said meeting. All annual Association meetings shall be held in St. Clair County, Missouri on the third or fourth Saturday in April each year, at a time no earlier than ten (10:00) a.m. The meeting shall not coincide with Easter weekend. The purpose of the annual meeting shall be to hear reports from the officers, to elect Directors to the Board and transact any other business pertaining to the notice thereof. Unless, one-third (1/3) or more of the voting power is present in person or by proxy, the only matters that may be voted upon at any annual meeting of members are those that are described in the meeting notice. Any business relevant or pertinent to the affairs of Twin Oaks Harbor Subdivision may be transacted at any annual meeting. Special meetings, regarding specific topics, may be called following procedures set out in the Association By-Laws.

The accountant or accounting firm will be responsible for totaling all the votes and presenting them at the annual meeting. The accountant will count the votes at the annual meeting and read the totals of mail in ballots and those cast at the meeting. (Proposal voted in 2014, passed)

8. Election of Board of Directors. (Amended 2012 & 2015)

(a) In all elections of Directors, each voting member in good standing is entitled to one (1) vote per lot(s) in accordance with the Restrictive Covenants. One vote per lot may be cast for each position to be filled. The person(s) receiving the largest number of votes shall be elected to fill the Board vacancies.

(b) Each year, between July 1st and January 15, any member in good standing may file a statement of his/her candidacy for election as a Director of the Association at the Association office during regular business hours. (Proposal voted on in 2015, passed) The statement must include endorsements of his/her candidacy signed by at least ten (10) Property Owners in good standing and a completed biographical form. (Husband/wife or co-owners count as one owner). This shall be for the term beginning immediately following the next annual meeting of the Association. The Secretary of the Association shall include a notice of the candidacy and a brief biographical statement about each candidate with the notice of the annual meeting.

(c) All elections to The Board shall be made on written ballot. The written ballot shall describe the vacancy to be filled and list the names of those persons who have become candidates for the position of Director(s).

(d) One ballot, indicating the number of lots owned, shall be distributed to members entitled to

vote. When more than one person owns interest in a lot, the ballot shall be sent to the first person named as owner. The ballots, count sheets and statements of candidacy shall be retained in the POA office for at least one (1) year.

(e) All written ballots for Directors must be sent directly to an accounting firm that has been selected by the Association Board not less than five (5) days prior to the annual meeting or the ballots will not be valid. Any written ballots sent to the Board or given to any owner will not be validated. All ballots and count sheets must remain in the POA office for two (2) years.

(f) Any Board Member, who resigns from the Board, whether elected or appointed, shall not be allowed to be a member of the board for six (6) years after their resignation.

(g)(New Section 2012) If Twin Oaks Harbor has been forced to take a property owner to litigation and won the case, said property owner will be considered ineligible for a position on the Board of Directors or as a Twin Oaks Harbor employee at any future date.

9. Vacancies. If the office of any director becomes vacant by reason of death, incapacity, resignation, removal from office by the Board, the remaining directors by a majority vote shall choose a successor to fill such vacancy, until the next annual meeting of the Association, at which time directors shall be elected to the Board by the members to fulfill the remainder of the term.

10. Accounting. At each Annual Meeting, the Board of Directors shall render an accounting of all monies received, disbursed and held by it during and at the end of the preceding calendar year.

11. Annual Meeting. All annual Association meeting shall be held in St. Clair County, Missouri on the third or fourth Saturday in April each year, at a time no earlier than ten (10:00) A.M. The meeting shall not coincide with Easter weekend. The purpose of the annual meeting shall be to hear reports from officers, to elect Directors to the Board and to transact any other business pertaining to the notice thereof. Unless one-third (1/3) or more of the voting power is present in person or by proxy, the only matters that be voted upon at any annual meeting of members are those that are described in the meeting notice.

12. Committees. Only one amendment or additional proposal per family may be presented for amendment change each year by an Owner in good standing with the Association. All proposals should be written out in its entirety as to how the proposing member wants the amendment to read when it is amended into the Restrictions or By-Laws. All proposals must be presented to the Association office no later than October fifteenth (15th) of each year.

All members who have submitted proposals are expected to sit on the committee to review and discuss the final language that should be used in each amendment or their amendment will be thrown out. There must be at least two (2) Board of Directors on the committee. All amendments shall be sent to all owners to be voted on at the next annual meeting.

The Board shall be responsible for calling a committee meeting no later than the November monthly Board meeting. All meetings shall be held on Saturday no earlier than ten (10:00) a.m. at the Twin Oaks Harbor office. The Association Board shall within ten (10) days of the committee meeting, send copies of all amendments to all members who have submitted an amendment along with the committee meeting notice.

Article IV

Rights and Powers of the Association

1. Powers of the Association. The rights and powers of the Association shall be exercised through its Board of Directors and shall include, but not limited to, the following:

(a) The Association is a legal entity and shall have the capacity and right to sue as such and shall have the right and duty to enforce, either in the Associations own name or in the name of any Owner within the Subdivision, any and all restrictive Covenants and Restrictions which may now or which may hereafter be imposed upon any of the lots in the Twin Oaks Harbor Subdivision. The rights and powers of the Association set forth herein may be enforced by the Owners. The Association shall at all times exercise its rights and powers for the sole benefit of the Owners.

(b) The Association shall have the power to construct, reconstruct, improve, contract for, maintain or repair streets or roadways of any kind upon the several strips of land herein conveyed or to be conveyed to it as the property is subdivided and which are designated on the plats thereof as streets, drives, lanes, roads and walkways, and to repair and maintain any dams, lakes, swimming pools and related facilities to be constructed on the Subdivision property.

(c) The Association shall have the right and power to provide for the plowing or removal of snow from the aforesaid streets, roadways and trail ways.

(d) The Association shall have the right and power to plant, care for, spray, trim, protect and replant shrubbery and to sow or re-sow, trim and care for grass in or upon the drives, streets, lanes and roads herein conveyed to it or to be conveyed, or in or upon any other areas of the Subdivision.

(e) The Association shall have the right and power to provide lights in or on all drives, lanes, circles, streets or roads, and on or at all gateways or entrances, or in such other places in or about the property covered by this Declaration as the Board of Directors may determine.

(f) The Association shall have the right and power to grant easements in, over, along and under the streets, drives, lanes, or roads conveyed to it for any of the purposes set out in Article IV hereof.

(g) The Association shall have the right and power to grant right-of-way easements to electric companies, telephone companies and other utilities in order to permit them to place, replace, construct, reconstruct, operate, repair, maintain and relocate thereon and in or upon all streets, roads and highways abutting said lands, either above ground or underground or a combination of both, a distribution line or system for the purpose of furnishing service to the Subdivision, and to extend said line or system in the future on and across the above-described tracts that may be subdivided and platted into separate lots to enable the utilities to furnish service to others, and the right to have ingress and egress to, from and over the above-described land, in order to utilize the easement granted; and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said line or systems; to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

(h) The Association shall have the right and power to construct, to operate, to lease, to purchase, or in any other manner to construct, or provide for wastewater disposal facilities, drainage, water, gas, electricity, street lighting, telephone service, or fire protection facilities to serve all or any part of the Subdivision, either in its present state or as subdivided, subject to all provisions of applicable law, federal, state and local.

In providing for such services or facilities, the Association may make use of or may convey, transfer or assign whole or partial rights in and to the easements created by this Declaration, or easements created and set out on the plats of the Subdivision.

(i) The Association shall have the right and power to provide for and maintain tennis courts, playgrounds, gateways, entrances, drinking fountains, lakes and related facilities, streams and other ornamental or recreational facilities in said Subdivision on any lands set aside for the general use of the Owners of the lots in said Subdivision or to which the said Owners have access and the use thereof. The Association shall have the right and power to construct or maintain such boat dock facilities as it may deem necessary for the use and benefits of Owners of lots in said Subdivision on the above-described property. The Association shall further have the power to regulate and determine the size of motors to be used on boats on the lake or lakes and the use of boats thereon.

(j) The Association shall have the right and power to care for and maintain any and all vacant lots and the lake and lakefront in said Subdivision, remove weeds and cut grass thereon, to pick up and remove therefrom loose materials, trash and rubbish of all kinds, and to do any and all other things necessary or desirable in the judgment of the Association to keep such vacant and or unimproved property and said lake and lakefront neat in appearance and in good order. If an Owner does not mow and keep his lot free of weeds, the Association shall have the right to mow and cleanup said lot, upon giving the Owner fifteen (15) days prior written notice of its intention to do so, and to charge such Owner a reasonable fee for such service. The Association shall also have the right to remove debris, trash, or any unsightly accumulation of materials or junk from lots, in the event the Owner fails to do so, upon giving Owner fifteen (15) days prior written notice of its intention to do so. Unsightly accumulation of materials shall include disabled, inoperative, abandoned or unlicensed vehicles. The term vehicle shall include, but is not limited to cars, trucks, motorcycles, mobile homes, all-terrain vehicles, go-carts, golf carts and boats. These so defined vehicles may not be left

Book 599 Page 1167

on a lot for more than thirty (30) days unless they are out of view inside of a storage building or garage. If an Owner's property is wrecked, damaged, or destroyed by wind, weather, fire, or human activity, the Owner will make arrangements within fifteen (15) days of notification of condition to remove, fix or otherwise correct the property that is in disarray. In addition, the Association shall have the right to cause all wastewater disposal facilities on lots to be dumped for said charge and to collect therefore in an action in debt. All owner voting rights shall be automatically suspended until all liens pertaining to this Section J are paid in full.

(k) The Board of Directors has the authorization from the Property Owners of Twin Oaks Harbor Owners Association to take the necessary steps to enforce any and all articles and/or regulations listed in the Covenants and/or By-Laws of Twin Oaks Harbor Property Owners Association. A majority of the directors shall govern the procedure(s) to be followed. Any fees or legal costs incurred shall be paid by the property owner in violation.

(l) The Association has the right and power to administer fines to any Owner and/or their guest in violation of the Rules and Regulations and/or Covenants herein.

2. Financial Limitations of the Board of Directors

(a) There shall be an overall spending limit of five thousand dollars (\$5,000) per year, over and above the recurring annual operating expenses.

(b) If an occasion should arise whereby the Board would need to spend more than five thousand dollars (\$5,000) per year for anything other than normal operating expenses, the Board is obligated to ask for member's approval at any annual or special meeting. All meetings shall be held on a Saturday, no earlier than ten (10:00) a.m. with a thirty (30) day notice to all members by first class mail.

(c) The Board shall have the right to sell, trade or dispose of any Association equipment that is worn out, unsafe or not usable without member's approval by posting a thirty (30) day notice at the office and guardhouse prior to the sale.

(d) The Board shall have the right to sell, trade or dispose of any property that has been donated to the association by an individual owner without member's approval by posting a thirty (30) day notice at the office or the guardhouse prior to the sale.

(e) The Board shall not commit the member's to any financial obligations without member's approval.

Article V

Assessments by the Association

1. Purpose of Assessments. The Association is hereby authorized, empowered and granted the right to make Assessments upon and against the lots in the Subdivision for the purpose of carrying out the general duties and powers of the Association as described herein and for the future purpose of enabling the Association to defend and enforce the restrictive covenants as hereinafter described.

2. Annual Assessments. (Amended 2011, 2015 & 2016*) Annual Assessment: Each current Property Owner, as of May 1, 2016, shall be required to pay to the Association an annual assessment of One Hundred Eighty-Two dollars (\$182.00) and as of May 1, 2017 it will be Two Hundred Thirty-Two (\$232.00) for the first lot owned, Sixty-Nine dollars (\$69.00) for the second lot owned for the same Owner, Forty-nine dollars (\$49.00) for the third lot owned by the same Owner and Thirty-one dollars (\$31.00) for the fourth lot owned by the same Owner. Anyone owning a lot or lots in excess of four (4) will be assessed ten dollars (\$10.00) for each lot over the fourth lot. (Proposal voted on in 2015, passed)

Effective May 1, 2012 each current property owner shall be required to pay their association dues on March 1st and those dues will be delinquent on May 1st. (Proposal voted on in 2011, passed)

From January 1st through May 1st all Assessments received shall be deposited into a separate interest bearing savings account and only be available after May 1st for each fiscal year so as not to be spending the new fiscal years money before that fiscal year actually begins.

* - The 2016 Assessment Increase reads as follows: Raise Association dues \$50.00 for the first lot in 2016 plus \$50.00 in 2017 for a total of \$100.00 over two (2) years. Explanation: This is a permanent increase.

All of the above referenced Assessments shall be due on March, 1st each year. The assessment will be prorated for the first year of ownership and shall cover the period from the month following the Owner's purchase of the lot(s) to the end of the fiscal year to which the assessment applies. Assessments on all lots shall be paid in advance each year and will be considered past due on May 1st. Members with unpaid Assessments or balances due on their accounts will not receive guest passes or new stickers and will not be permitted on Twin Oaks Harbor Property.

Any member who has not paid their Assessments and is caught giving another member a guest pass or sticker will have their privileges to enter Twin Oaks Harbor revoked. All payments must be paid directly to Twin Oaks Harbor Property Owners Association.

3. Payment of Assessments. All of the above referenced Assessments shall be due at the time of purchase. Subsequent annual Assessments on all lots shall be paid in advance on March 1st of every year and will be considered past due on May 1st. Members with unpaid Assessments or balances due on their accounts will not receive new stickers or be permitted to have guest privileges and will not be permitted to drive on Twin Oaks Harbor common roads unless prior arrangements have been made with the T.O.H.P.O.A. office. Members with unpaid balances will be required to pay a minimum fee at the guard shack upon entering on each visit to Twin Oaks Harbor. Account balances in arrears will affect the amount of fee to be set by the Board of Directors or the office staff. (see page 7, proposal)

4. Unpaid Assessments. Members with unpaid Assessments will be subject to collections, lien and/or foreclosure of one or all of their property(s). All fees including, but not limited to, all Assessments currently due, finance charges (late fees), attorney's fees and court costs accumulated to collect a past-due balance will be the responsibility of the Owner. Any member having caused the Association to foreclose on any lot(s) through court proceedings will be banned from entering Twin Oaks Harbor as a guest of another Owner or otherwise.

5. Owner/Guest. Any owner who is current on their Assessments, allowing guest privileges to another Owner having past due Assessments will be notified of a minimum of twenty-five (\$25.00) fee to be charged to their account upon each visit from the delinquent Owner unless payments are being received on the delinquent account. In addition, the current Owner will relinquish all rights to voting privileges and vehicle stickers until resolved.

6. Sale of Lots with Unpaid Balance. All account balances owed at the time of sale of any lot(s) by Owners must be paid in full either by the seller or the buyer.

7. Special Assessments. If the annual Assessments collected from Owners are at any time inadequate to meet costs and expenses incurred by or imposed upon the Association for any reason, the Association may levy a special assessment on the Owners in such amount as the Association determines to be necessary. In such event, the Association shall transmit in writing to the Owners, for their approval, the reason for the special assessment and amount of the special assessment required. If the special assessment so stated is approved at a meeting of the Owners, duly called and held in the manner provided by the Declaration and the By-Laws, by a fifty-one percent (51%) majority vote of the Owners of all the lots represented at the meeting in person or by proxy, provided a quorum of five percent (5%) of the lots eligible to vote are represented either in person or by proxy, the Association shall notify all Owners of the special assessment. At no time shall any special assessment exceed twenty-five dollars (\$25.00) per lot with a maximum of one hundred dollars (\$100.00) to any one owner.

There shall be a onetime Special Assessment of twenty dollars (\$20.00) per Property Owner, due and payable by June 1, 2008. This assessment shall be solely for the repairs and maintenance of the pools and spa.

8. Notice of Assessments. Notice of all Assessments levied by the Association will be mailed to the last known or usual post office address of the Owner.

9. Creation of Lien. Every assessment which becomes 30 days delinquent shall bear interest at the rate of ten percent (10%) per annum until paid and such payment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. At any time after levying of an assessment, the Association may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots and cause same to be recorded in the office of the Recorder of Deeds, and the Association may, upon payment, cancel or release any one or more lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the Owner of the lot affected)

a release of such assessment with respect to any lot or lots affected and the Association may institute proceedings to the Association records, the payment made on account of Assessments. The Association may collect the past due Assessments or foreclose the lien imposed by the failure to pay Assessments under this Declaration in a court of competent jurisdiction.

Article VI

Restrictive Covenants

1. Applicability. These Covenants are applicable to the entire Twin Oaks Harbor Subdivision, shall run with the land and shall be binding upon all parties having or acquiring a lot or any right, title, or interest therein, and shall be for the benefit of the Owner, his heirs, successors and assigns. The use and enjoyment of each lot in the Subdivision is subject to the rights and powers of the Association established in this instrument and these restrictive covenants, as the same may hereafter be amended. These restrictive covenants are mutually enforceable by the Association and each Owner and shall be applied uniformly to every lot.

(a) Prefabricated homes must be manufactured after 1970 to be considered for approval of placement within Twin Oaks Harbor. All applications for building permits will be discussed at the next scheduled Board of Directors monthly meeting. Under no circumstances will a home, building, etc. be permitted to enter Twin Oaks Harbor without prior Board approval.

(b) All underground lines (electric, phone, etc.) crossing the common road areas must be buried at least eighteen to twenty-four inches (18" to 24") deep as to not interfere with road grading. All overhead lines must be at least eighteen feet (18') above all the common road areas as to not interfere with dumping of gravel. The Association will not be responsible for any damaged lines not in compliance. The Association shall have the right to disconnect any service in the event of a possible danger or hazardous situation at no cost to the Association for damages. This applies to ALL lots within the Subdivision.

(c) Anyone who purchases a lot on or after April 20, 2008 and will live within Twin Oaks Harbor three (3) months or longer must be fully self-contained with electricity, water, septic or holding tank regardless of type of property owned. An agreement to this effect must be signed by anyone purchasing a lot on or after April 20, 2008 within ten (10) days of purchase. This agreement is provided by the POA office. **Camping lots can NOT be lived on continuously/full time. (DNR)**

2. Sewage and Wastewater Disposal. Before any improvements are erected on a lot(s) in part or parts of the Subdivision, the lot Owner shall first apply for and obtain a permit for installation of approved sewage and wastewater disposal facilities from the Association and all systems shall be designed and installed by a professional engineer, registered in the State of Missouri and all computations, soil percolation tests, drawings and other related documents must bear his seal and contain his certification. Septic tank systems shall not pollute adjoining properties.

(a) Commercial Lots. Before improvements are erected on any lot in the part or parts of the Subdivision designated as "Commercial", the lot Owner shall first apply for and obtain a permit for the installation of approved sewage and wastewater disposal facilities from the Association. The only authorized means of wastewater and sewage disposal for commercial lots will be septic tank systems and soil absorption fields designed in accordance with the requirements contained in 10CSR 20-8.021 of the Missouri Code. The system shall be designed by a Professional engineer, registered with the State of Missouri and all computations, soil percolation tests, drawing and other related documents must bear his seal and contain his certification. Septic tank systems shall not pollute adjoining property.

(b) **Camper Lots.** **Camping lots can NOT be lived on year round as per state law (10CSR 20-6.030).** Holding tanks are permitted for camping only if approved by St. Clair County Health Department. The only approved methods of wastewater and sewage disposal in the part or parts of the Subdivision designated as "Camper" on lots smaller than 15,000 square feet area by means of collection in individual, portable holding tanks and discharged into a state-approved collection facility constructed by the Association and operated and maintained by the Association, or a permanent holding tank may be installed for use during periods when the lot is occupied by a camper unit, providing the lot Owner has a contract with a hauler who is approved and licensed by the local governing authority for the transportation of raw sewage to an approved disposal facility on an "as needed" basis. The holding tank shall be designed by a professional engineer registered in the State of Missouri and comply with 10CSR 20-8.021 of the Missouri Code. A septic system may be installed on a camper lot which is 15,000 square feet or over if the Owner can obtain written approval from the County Health Department prior to its construction and installation. The Association shall conduct periodic inspections of all sewage disposal facilities. (DNR)

(c) **Multi-Purpose Lots.** Multi-Purpose are approved for year round living by the state (10CSR 20-6.030). **Owners may use a holding tank for no more than a year while preparing for a septic system with laterals.** Holding tank and septic system must be designed by a professional engineer, registered in the State of Missouri and comply with 10 CSR 20-8.021 of the Missouri Code. A permit must be obtained for both systems from the St. Clair County Health Department. The Owner must have a contract with a hauler who is approved and licensed by the local governing authority for the transportation of raw sewage to an approved disposal facility on an "as needed basis. The Association shall conduct periodic inspections of all sewage disposal facilities. (DNR)

3. Buildings.

(a) **Commercial Lots.** All lots platted as commercial lots in the Twin Oaks Harbor Subdivision shall be used for business purposed of a nature non-competitive with the Association. Permanent structures are permitted for the transaction of business. All constructed buildings shall face the street or road upon which the lot fronts and no part thereof shall be nearer than twenty-five feet (25') from the front lot line, and the distance from each side of the building shall be no closer than five feet (5') from the side lot lines. Prior to construction of any building an Inspection/Construction permit must be obtained from the Association at a cost of ten dollars (\$10.00). All buildings must be finished and painted or stained on the outside. All materials used for the construction of the outside of the buildings shall be new and construction shall be completed six (6) months from the commencement of construction. No shed roofs shall be permitted. All building plans must be approved by the Association prior to commencement of construction. Minimum square footage for buildings constructed on a commercial lot shall be determined by the square footage designated in the recorded plat of each section of the Subdivision. In no case may the minimum square footage be less than 720 square feet.

(b) **Camper Lots.** **Camping lots can NOT be lived on full time/continuously.** Commercially manufactured campers may be placed on the lots provided they are located no closer than five (5) feet from any lot line. If the lot topography is such that these restrictions cannot be met, the Association will have the authority to allow a variance therefrom. No more than one (1) permanently set camper may be placed on a camping lot without prior written approval of the Association Board. Truck camper shells are not permitted to be removed from a vehicle and placed on a lot. Converted buses, trucks and utility vans are not permitted to be used as campers or permanently placed on lots. Cab-over campers are permitted on the lots provided they are placed on a wood, concrete or similar foundation and are enclosed. Tents are allowed on camping lots but must be removed when not being used. (DNR)

Permanent structures of any kind including mobile homes are NOT permitted on any camping lot. Portable sheds used for storage only (no sleeping or living in sheds) are permitted under the following restrictions.(DNR) Constructed buildings may not exceed 336 square feet of land surface area for all lots of land surface area of 1800 square feet or less. Camping lots larger than 1800 square feet of land surface area may have a building constructed up to fifteen percent (15%) of its total land surface area, but not exceeding 1400 square feet. Height limitations for buildings on lots over

1800 square feet or less will be twelve (12'). Height limitations for buildings on lots over 1800 square feet but less than 2800 square feet will be fourteen feet (14'), and buildings on lots over 2800 square feet will be sixteen feet (16') high. The width, length, height or area dimensions are guidelines for the roughed-in exterior, the outside sheeting, siding, window trim, shutters, security covers, awnings or roofs over windows and doors, roofing materials, vents, chimneys and antennas are not necessarily included in the overall dimensions. If a building is built on a slope, the building corner touching or closest to touching the ground will be where the building is measured from the ground level. If a building is built on supports, to avoid flooding, where a corner does not touch the ground or come to at least a foot from the ground, the height will be measured from the highest point where normal high water may stand or run during periods of rainfall. Up to two buildings and one woodbin may be built on a camper lot; however, the combined area of the buildings shall not be over the amount allowed by the size of the lot. An owner with adjoining lots may combine their total area as if they were one lot providing they file the proper request for a building permit explaining the combination. If a building is built using a combination of lots, (A.) none of the lots may be sold until the building is removed, and (B.) the five foot lot property line restriction shall be the lot property lines which touch another owner's lot. Under certain conditions a small mobile home may upon request to the Board be classified as a constructed building. If an owner has buildings on two adjoining lots a connecting hallway crossing the two property lines may be built between them as long as the hallway and the buildings do not exceed the total area allowed. Each side of the building shall be no closer than five (5) feet from the lot lines. Prior to construction of any building an Inspection/Construction Permit must be obtained from the Association at a cost of ten dollars (\$10.00). All material used for the construction of the outside of the building must be new. All exterior walls must have siding installed, with wooded finishes being painted or stained. Outside construction must be completed within six (6) months from the commencement of construction. No two-story structures are permitted on any camping lots. All building plans must be approved by the Association in writing prior to the commencement of construction. Owners wishing to erect roofs over campers must submit written plans to the Association for approval. A height requirement may be waived, if necessary, upon written approval from the Board

(c) Multi-Purpose Lots. (Amended 2010) Only one (1) single family dwelling may be constructed on lots designated as "Multi-Purpose". All constructed dwellings shall face the street or road upon which the lot fronts and shall not be closer than twenty-five (25) feet from the front lot line, nor closer than five (5) feet from the side lot lines. If the lot topography is such that these restrictions cannot be met, the Association will have the authority to allow a variance therefrom. Prior to construction of any dwelling, an Inspection/Construction Permit must be obtained from the Association at a cost of ten dollars (\$10.00) and must include photos if bringing in a mobile home. Effective May 1, 2010, all structures, including pre-built and kits, must have a permit prior to being brought into the park and/or built. This includes car ports, decks, fences, roof over campers, garages, sheds and cabins. The only exclusion are campers themselves. The Office has one (1) week to get permits approved.

All dwelling structures must be finished and painted or stained on the outside. All material used for the construction of the outside of the structures shall be new and construction shall be completed within six (6) months from the commencement of construction. No shed roofs shall be permitted. A garage may be a separate structure or may be attached to the dwelling, but must be of the same construction material as the dwelling structure, and must be finished in the same manner as the dwelling structure. All other structures shall be located in the rear of the lot and shall be slightly, of neat construction and of a character to enhance the value of the property.

The minimum square footage for any dwelling constructed on a Multi-Purpose lot shall be 720 square feet, excluding porches and porticos. Mobile homes placed on a lot shall have a square foot amount not to exceed that which is allowed by the state and county approved septic system and must be in good condition. All mobile homes to be placed on lots must be approved by the Association prior to placement. Until such time as a dwelling structure is completed or a mobile home is placed on a lot, Owners may use a motor home or camper approved by the Association. No basement shall be occupied until the dwelling structure is completed. Temporary holding tanks or permanent septic system with laterals must be placed prior to building a home or bringing a mobile home. All mobile homes must be leveled and skirted within 30 days. (DNR)

4. Association Pumping of Disposal Facilities. In addition, the Association shall have the right to cause all

wastewater facilities on lots to be pumped to assure compliance with the Health Department's regulations and standards, upon giving the affected Owner fifteen (15) days prior written notice of its intention to do so at a charge of the current fees from a licensed hauler. Owner's failure to pay the charge for the above referenced pumping of wastewater and sewage shall give the right to the Association, or its designee, to place a lien against the Owner's lot for said charge and to collect therefore in an action in debt. All Owner's voting rights shall be automatically suspended until all liens pertaining to this Section 3 and Article IV, Section 1j are paid in full.

5. Maintenance of Sewage Disposal Facilities. All Owners having a permanent holding tank(s), in use or installed on any lot or lots within the Subdivision, must have a contract with a hauler who is approved and licensed by the local governing authority for the transportation of raw sewage to an approved disposal facility outside of Twin Oaks Harbor on an "as needed" basis. Upon the failure of any Owner to properly maintain any sewage disposal facility in accordance with the standards set forth above and in the permit for construction granted by the Association, the Association shall, on behalf of the Owners, take such action as shall be necessary to restore the facility to approved standards all at the expense of the Owner, including, but not limited to, the cost of the action for injunctive relief, debt, damages or costs incurred in causing the sewage disposal facilities to be pumped out.

6. Improper Removal of Sewage and/or Wastewater. Anyone using a portable pump and tank to remove sewage and/or wastewater from any system installed on a lot shall be referred to the state and/or local authorities due to the health risk caused to others. The Association has the right and power to remove from the Subdivision, any such materials in violation and reserve the right to administer a fine (determined by the Board of Directors) which shall be paid directly to the Association and if not paid, will be charged to the Owner's account making all other provisions in these restrictions and Covenants for collections valid, including but limited to all legal fees and court costs if applicable.

7. Individual Water Wells. **No individual water wells may be installed on any lot within the subdivision as per 10 CSR 20-6.030 of Missouri State Code. (DNR)**

8. No Debris. No debris, trash or unsightly accumulation of materials or junk shall be allowed to remain on the lots. Debris shall include but is not limited to, tanks of any kind, used lumber, large appliances, tires, batteries, fallen trees, etc. Each lot must be mowed and kept free of weeds and underbrush for the general appearance of the Subdivision and prevention of fires except as allowed in Section 15.

9. Signs. No signs may be placed or maintained on any non-commercial lot which is larger than four feet square in area. This compares to a 2 feet by 2 feet or equivalent. Signs on commercial lots may not be larger than 4 feet by 8 feet, unless approved by the Board of Directors.

10. Animals. (Amended 2010 & 2011 & 2015) No animals (except house pets or chickens) shall be kept, maintained or raised on any lot. All house pets must be on a leash or in an enclosure at all times as per State laws. Residents are allowed to own & raise chickens provided there are no more than one (1) rooster and ten (10) chickens, unless they are chicks, provided they are kept at least two hundred (200) feet from any property line other than the property of the owner of the fowl and are confined in a proper cage. No livestock such as horses, cattle or pigs shall be stabled within the confines of the Subdivision. Effective May 1, 2010, owners shall not have more than 4 pets of any combination. All animals must be properly contained at all times with proper food, water and shelter provided. If any animal that is not within your property lines, attacks, shows undo aggression or bites any other property owner or guest one (1) time, it will be banned for life from Twin Oaks Harbor. This covers any owners' pets or their visitors' pets. (Proposal voted on in 2015, passed)

11. Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become a nuisance or annoyance. "Quiet Time" shall be between the hours of twelve midnight (12:00 a.m.) through six (6:00 a.m.). In the event of a holiday weekend, quiet time hours may extend past the stated limit with the approval of the Board provided any neighbors in the immediate area of the activity shall be considered.

12. Ingress and Egress. Owners shall have the right to use all land delineated, ~~separate or deeded to the~~ Association by the Declarant as roads, streets, drives, lanes, circles or other means of ingress or egress within the Subdivision.

13. Stickers. Each Property Owner, recorded on the deed, will receive (2) vehicle Property Owner stickers for the first on which they pay Assessments and one (1) additional vehicle owner sticker for each additional lot assessment paid for a total of 3 more stickers per account – not per owner. No account, no matter how many owners, can have more than 5 stickers without Board approval. To receive more than 5 stickers, an owner(s) would have to personally present a written and verbal request to the Board of Directors in a regular Board Meeting. Additional stickers, if approved, would cost ten dollars (\$10.00) FOR EACH vehicle assessment each. Non-married joint owners would each receive the specified number of stickers. Any individual person as an owner or joint owner may not receive more than five (5) stickers without a request to the Board of Directors. Stickers should be permanently attached to the lower left side of the vehicle's windshield or may be attached to a piece of Plexiglas and displayed in the windshield. Guests will be given only a hang tag when entering the complex.

14. Motorized Vehicles:

(a) All Motorized Units such as motorcycles, dirt bikes, ATV's (all-terrain vehicles), scooters, go-carts, dune buggies and golf carts shall be registered with the Association and ALL OWNERS MUST display identification numbers (issued by the Association) in an easily seen and visible location on the vehicle.

(b) Any motorized vehicle not previously registered and brought into Twin Oaks Harbor at any time during the year will be required to pay the registration fee immediately before being used inside Twin Oaks Harbor.

(c) The annual registration fee for the above-mentioned units shall be ten (\$10.00), payable before June 1st each and every year. A twenty dollar (\$20.00) per year, per unit non-compliance assessment will be added to the Property Owner's account. All guests of any Property Owner entering the property with any type of ATV, golf cart etc. must pay a twenty dollar (\$20.00) fee per ATV, golf cart, etc. each time they enter the property.

(d) Guests will be required to register their units upon entering Twin Oaks Harbor and pay the twenty dollars (\$20.00) per unit fee at the security building. Unpaid guest fees will be added to the Property Owner's account. Guests of Property Owners who are not current on their annual Assessments will not be permitted to bring into or operate inside Twin Oaks Harbor, any of the above-mentioned vehicles.

(e) All vehicles which require a license or driver's license to operate on Missouri Highways must be duly licensed to operate on common ground of Twin Oaks Harbor.

(f) Any unpaid fees will be treated the same as regular annual Assessments. If an Owner's account is delinquent, they forfeit the right to vote at any special or annual meeting.

(g) Non-compliance of one or more of the rules and regulations, in addition to the covenants of motorized vehicles will result in the following reprimands:

1st Offense: Verbal warning & parental notification for children and young adults under the age of 18.

2nd Offense: Written warning to the Property Owner.

3rd Offense: Ban motorized vehicle usage of common roads for the period of one (1) year from the date of violation.

Guest violators will not be permitted access to Twin Oaks Harbor with motorized vehicles for one (1) year from the date of violation.

Further violations will result in the removal of recreational vehicle from Twin Oaks Harbor permanently.

15. Natural Growth State: As there are many lot owners who enjoy the natural setting and do not wish to clear, cut, denaturalize or who would like to keep part, most or all of their lot(s) in a natural state for the benefit of wildlife, these owners may keep said parts of their lots natural. A natural state of condition does not mean clear some of the lot and let it grow back with weeds. It means natural. Cleared areas must be maintained.

16. No Hunting: There shall be no discharge of firearms of any kind within the Twin Oaks Harbor Subdivision. There will be NO HUNTING on any grounds within Twin Oaks Harbor. This shall include hunting of any kind with all types of weapons including all types of guns and all types of bows and arrows. Safety within a tight community area is the main concern. An arrow may penetrate a cabin or home wall the same as a bullet. Any Property Owner witnessing any attempt to hunt on Twin Oaks Harbor property should file a complaint at the guard shack or office. The complaint should be submitted to the Board of Directors. All persons caught shall be charged a minimum fine of two Hundred fifty dollars (\$250.00), not to exceed five hundred dollars (\$500.00) in addition to any and all charges from the Conservation Department. The Board shall determine the amount of a fine to be paid directly to the Association. Should the actions of any Property Owner be in accordance with permission from a Conservation Officer, a written statement should be requested from said officer to be presented to the Board of Directors.

17. Garbage: Trash Service is provided for household trash generated within the Subdivision ONLY. All Property Owners using the trash receptacles for disposal from outside the Twin Oaks Subdivision shall be subject to a ten dollar (\$10.00) fine upon each entrance into Twin Oaks of this violation, which will be added to their account if not paid. All Property Owners with unpaid fines charged to their account will relinquish all privileges within the Subdivision as set forth in the Declaration of Covenants and Restrictions. The following items are not permitted in the dumpsters: lawn debris, tires, car batteries, furniture, mattresses and box springs and appliances.

18. Garage Sales: Garage sales are allowed to be held on your own property providing there is no outside advertising done out of Twin Oaks Harbor. (Proposal voted on in 2015, passed).

Article VII

Submission of Additional Property to Declaration

Additional properties from within the Development may be brought within the plan and operations of this Declaration in the future. The additions authorized under this section shall be made by filing a Supplemental Declaration of Covenants and Restrictions with respect to the additional property. Upon the recording of a plat of such additional property and the Supplemental Declaration of Covenants and Restrictions, the additional property shall become a part of the Subdivision, and shall be subject to the provisions hereof as supplemented, as full as if such additional property were part of the Subdivision on the date of recording of this Declaration.

Article VIII

Grantee's Acceptance

Each Owner of a lot shall, be acceptance of a deed conveying title thereto, or by the execution of a contract for the purchase thereof, whether from the Association or the subsequent Owner of each lot, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers and privileges of the Association and of the Association. By such acceptance, each Owner shall for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, covenant, consent and agree to and with the Association and each other Owner of a lot to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

Article IXEnforcement

The restrictions and covenants contained in this Declaration shall constitute covenants running with the land, and shall bind the Owners, their heirs, executors, successors and assigns, and if said Owners, their heirs, executors, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any Owner owning any lots in the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either prevent them from doing so by appropriate injunctive relief or recover damages for such violation. Further, the Association may in its name enforce these restrictions by any proceeding at law or in equity. If the Association is required to initiate any action at law or equity to enforce the Covenants and Restrictions then the losing party shall be responsible for payment of any attorney's fees and court costs which may be incurred.

Article XSeverability

Every provision of this Declaration is independent of and severable from every other provision. Invalidity of any of said covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

I, George Heath, President of Twin Oaks Harbor Property Owner's Association, certify that this edition of the Declaration of Covenants and Restrictions is the current and complete edition as of May 1, 2016.

Printed Name: George W. Heath

Signature: George W. Heath

Date: 5-20-2016

STATE OF MISSOURI

COUNTY OF St. Clair

On this 20 day of May, 2016, before me, the undersigned, a Notary Public, personally appeared George W. Heath to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal at my office the day and year last above written

Cyndee L. Schmidt
NOTARY PUBLIC

Cyndee L. Schmidt
Printed Name



CYNDEE L. SCHMIDT
My Commission Expires
July 30, 2017
St. Clair County
Commission #13509369



STATE OF MISSOURI, ST. CLAIR COUNTY
PAT TERRY, RECORDER OF DEEDS
Book: 609 Page: 911-914

Reception #: 20180045
Pages Recorded: 4

Recording Fee: \$33.00

Date Recorded: 1/8/2018 2:27:01 PM

Pat Terry
Debra White / Deputy

**ADDENDUM TO TWIN OAKS HARBORS PROPERTY OWNER'S ASSOCIATION
DECLARATION OF COVENANTS AND RESTRICTIONS
RECORDED IN ST. CLAIR COUNTY, MISSOURI ON JUNE 15, 2016, BOOK 599 PAGES: 1160-1176**

This approved contract is between St. Clair County Health Centers Onsite Wastewater Systems and Twin Oaks Harbor Subdivision set forth and effective September 1, 2017. This addendum overrides any previous references to Wastewater disposal in our Declaration of Covenants and Restrictions, recorded June 15, 2016, within the Subdivision, full time occupancy and lots that are in Phase III of our development (Block 66 through 78 and Block 80).

Signed: *David W. Zink*

David Zink, President
Twin Oaks Harbor Property Owner's Association Board of Directors

State of: Missouri

County of: St. Clair

On this 8th day of January 2018, before me, the undersigned, a Notary Public, personally appeared David W. Zink to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

Patrice Rodabaugh

NOTARY PUBLIC



St. Clair County Health Center Onsite Wastewater Systems Agreement With Twin Oaks Harbor Subdivision

Effective September 1, 2017, all wastewater systems shall be constructed and operated as set forth in this agreement.

Section 1. General:

All systems installed prior to the effective date of this agreement will be allowed to continue to be used as long as they do not create nuisance or contaminate ground or surface water. Owners of lots with existing systems that fail (including overflowing holding tanks) must install a permitted system that meets current requirements. Any existing holding tank that is upgraded, for any reason, must meet current requirements (1500-gallon tank with alarm)

No lot in Twin Oaks Harbor Subdivision served by a holding tank will have full time occupancy. (Per Twin Oaks By-Laws, a resident that is there for 90 days must leave for 30 days)

Section 2. Phases of development:

Phases III has NOT been approved by Department of Natural Resources (DNR) for onsite wastewater disposal. Lots within Phase III are to be used for transitory camping only. No holding tanks or other systems will be permitted. This includes multipurpose lots.

Phases I & II have been approved for onsite wastewater systems by DNR. All systems shall comply with state laws/regulations, the County wastewater ordinance and policies/agreements. Camping lots will be permitted for holding tanks.

Section 3. System permitting:

Permitting for holding tank will be as per the County holding tank policy (\$300 permit fee, 1500-gallon minimum tank, visible and audible high flow alarm etc.) with the following exceptions:

1. A variance for a soil morphology exam will be granted for camping lots. Multi-purpose lots will be evaluated for the suitability for other wastewater systems, this will include a soil morphology examination. Multi-purpose lots that the soil is suitable for a conventional waste water system will install that system. Multi-purpose lots that would require advanced engineered systems will be granted a variance for a holding tank. Multi-purpose lots with permanently occupied structures will require a permitted waste water system (Not a holding tank).
2. Multi-purpose lots approved for a holding tank and the holding tank overflows, the holding tank will be replaced with a permitted waste water system.
3. All holding tanks will comply with setback requirements when possible. Variances will be considered on an individual basis.

New wastewater systems will be permitted by the St. Clair County Health Center and meet all standards of the County ordinance, policies and agreements.

Following is an overview of the permitting process for a standard onsite system on a lot:

- A registered soil scientist will perform a soil morphology evaluation per state guidelines.
- A registered installer will prepare a complete St. Clair County wastewater permit application with a design appropriate for the site and soil conditions. The application and permit fee will be submitted to the County Health Center.
- A County environmental public health specialist (EPHS) will perform a site evaluation to verify the correctness and appropriateness of the information on the permit application; if everything is in order, a construction permit will be issued.
- The installer will notify the County Health Center of their intentions and timeframe for installation.
- The installer will install the system as per the plans on the application; any changes will be discussed with the County EPHS in advance. The installer will provide an opportunity for the County to perform a final inspection before covering the system.

Following is an overview of the permitting process for a holding tank:

- For camping lots and multi-purpose lots that would require an advanced engineered system, a registered installer will prepare a St. Clair County wastewater permit application for a holding tank; this application and the permit fee will be submitted to the County Health Center.
- The application will be reviewed by a County EPHS, if information on application is in order a permit will be issued to install the holding tank.
- If there are questions about the suitability of the lot for a standard wastewater system a site evaluation will be scheduled, a soil morphology examination may be requested.
- When a holding tank permit is issued a registered installer will install the system according to the plans on the application.
- The County EPHS will perform a final inspection, they will either provide the homeowner and installer with a system approval or notify the installer of corrections necessary for the system to be approved.
- At their discretion, the County may do a certification without final inspection.

For additional information contact the St. Clair County Health Center at 417-648-8332.

The attached document is an agreement for the Onsite Wastewater Treatment Systems that will be allowed in the subdivision Twin Oaks Harbor, located at Route 1 Box 257-A, Lowry City, Missouri 64763. The following signatures indicate that an agreement has been approved by all parties.

REPRESENTATIVE SIGNATURES OF AGREEMENT

TWIN OAKS HARBOR

Charlie Harvill
Dee Wiley
Rich Delano
Ann Taylor
Danielle Galt
Board President

ST CLAIR COUNTY HEALTH CENTER

Nancy Seppan
Administrator

DEPARTMENT OF HEALTH AND SENIOR SERVICES

Russell Lilly
Southwest District - Bureau of Environmental
Health Services

