

**RULES & REGULATIONS  
OF  
LAKEWOOD PROPERTY OWNERS ASSOCIATION, INC.  
Amended 1/9/25**

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## **ARTICLE I PURPOSE, SCOPE, AND AUTHORITY**

These regulations are promulgated by the Board of Directors of the Lakewood Property Owners Association pursuant to Article XV of the Association By-Laws in order to promote and protect the health, safety and general welfare of the residents of Lakewood who are members of the Association.

These provisions are applicable to all members, their families, guests and others owning or residing on private property or utilizing the lakes, common ground and amenities within the covenant boundaries of Lakewood.

Violation or infractions of these provisions shall result in consequences contained hereinafter.

## **ARTICLE II THE LAKES AND COMMON AREAS - BOATS, WATERCRAFT, BOAT SLIPS AND BOAT RACKS**

### **2.010 DEFINITIONS**

As used in this Article of the Rules and Regulations of the Lakewood Property Owners Association relating to Boats, Watercraft and the Use of the Lakes, the hereinafter enumerated terms shall be defined to mean and include:

- (a) Association - shall mean and refer to the Lakewood Property Owners Association, Inc.
- (b) Properties - shall mean and refer to all real estate subject to regulation and control by the Association by virtue of any Declaration of Covenants, Conditions, and Restrictions filed of record and subjecting such property and the owners and occupants thereof to regulation by the Association. It shall also refer to property owned, leased, managed or otherwise lawfully controlled by the Association.
- (c) Common Area - shall mean all property owned or leased by the Association for the common use and enjoyment of the members of the Association.
- (d) Member - shall mean and refer to every entity or person who holds membership in the Association pursuant to Article III of the By-laws.
- (e) Boat - shall include every vessel capable of traveling on water and carrying one or more persons, including, but not limited to sailboats, motor boats, row boats, jet skis, rafts, canoes, and paddle boats.
- (f) Watercraft - shall mean and refer to any and all objects capable of and intended to float on water, or to be used on, upon or in water for the purpose of carrying, propelling, or floating a person.
- (g) Light Watercraft – shall mean and refer to kayaks and paddleboards, including inflatable kayaks and inflatable paddleboards, that are capable of being lifted by one person and are propelled by a hand held paddle.
- (h) Lakes - shall mean and refer to all bodies of water impounded within the properties, except swimming pools, of sufficient size to float a boat. The "West Lake" shall include the water impounded by the western-most Lakewood dam and the boat channel between the two largest lakes within the properties. The "East Lake," shall mean the water impounded by the eastern-most Lakewood dam, but no part of the channel between the Lakes.
- (i) Owner - shall mean and refer to the person(s) or entity holding title to any boat or other watercraft, unless the context clearly indicates another meaning.
- (j) Community Services Personnel - shall mean persons expressly authorized by the Board of Directors of the Association to enforce these regulations and other rules and regulations promulgated by the Board of Directors and designated to be Lakewood Community Services Personnel.
- (k) Wake - shall mean a swell, wave or whitewater produced by the bow or stern of a watercraft being propelled through the water.

- (l) Minor – shall mean anyone under the age of twenty-one (21)
- (m) All other terms not defined in this paragraph, or any sub-paragraph thereunder, which are defined in the Declaration of Covenants, Conditions, and Restrictions creating the Association (and filed of records as Document I-162473 at the Jackson County Courthouse in Independence) or in the Articles of Incorporation or By-Laws of the Association shall have the same meaning herein as in the instrument or instruments aforesaid in which they are defined.

#### 2.020 REGISTRATION OF BOATS

All boats used on the lakes must be registered with the Association. Only boats owned by members may be registered and registration, once approved, is not transferable. In order to register a boat, a member must:

- (a) Present proof of ownership of the boat to be registered.
- (b) For Motorized Watercraft Registration, present proof of liability insurance, with LPOA named as additionally insured, with a limit of no less than \$300,000.00. Binders and application for insurance shall not be accepted as proof of insurance for registration purposes.
- (c) Make proper payment for each boat sticker required for registration.
- (d) No watercraft exceeding 24 feet in overall length shall be placed in a marina slip with the motor in an up position.
- (e) Modification to alter the manufacturer's original horsepower will not be acceptable for registration.
- (f) Watercraft will be registered as either light watercraft, motorized or non-motorized and appropriate registration stickers affixed to that watercraft by May 1<sup>st</sup> each year.
- (g) Each member who registers a watercraft must receive and sign an acknowledgement of Article 2.180, Zebra Mussel Combative Measures. If the member has opted for staff to apply the registration stickers, the member must first sign the acknowledgement prior to sticker placement.

#### 2.021 REGISTRATION STICKERS.

All boats which are required to be registered in accordance with paragraph 2.020 shall have annual registration stickers affixed to the rear (stern) portion of each side thereof in such a position that both stickers will be fully visible above the waterline.

#### 2.022 VERIFICATION OF OWNERSHIP AND AFFIXATION OF REGISTRATION STICKERS

Members registering boats shall obtain stickers from the Association Office during normal business hours. All boats required to be registered in accordance with Paragraph 2.020 shall be currently registered with numbers affixed in accordance with Paragraph 2.021 when operated on Lakewood lakes. In any event all watercraft in marinas, on boat racks or common ground shall have current registration affixed in accordance with Paragraph 2.020 not later than May 1 of each year.

#### 2.023 REGISTRATION RENEWABLE ANNUALLY.

Every owner of any registered boat must renew such registration annually by following the procedures set forth in paragraph 2.020 through 2.022. All registrations shall expire December 31 of each year. However, Members shall have to May 1<sup>st</sup> of the upcoming year to affix annual registration stickers. Only the current year's sticker needs to be displayed.

#### 2.030 LIMITATIONS ON SIZE AND HORSEPOWER.

Recognizing the limited size of the boating facilities at Lakewood:

- (a) No watercraft shall exceed 26 feet in length unless exempted and approved before July 1, 1978 and continuously registered. This includes pulpits, planks, transoms, and all extensions from the bow and stern, including the motor in the down position, whether part of the hull design or permanently attached to the water craft.

- (b) Horsepower on motors may not exceed a watercraft's manufactured specifications.

2.040 BOAT LIGHTS AND OTHER SAFETY EQUIPMENT.

- (a) All boats operated on the Lakes shall be equipped with and, when operated during the hours from one-half hour after sunset until one-half hour before sunrise, shall utilize the following lights:
- (1) Sailboats shall have a white light so affixed to the boat as to cast sufficient light on the sails to make them visible for a distance of one mile.
  - (2) Motorboats in excess of 16 feet in length shall have a bright white light mounted near the stern of the boat which is visible from any angle for a distance of one mile. Such boats shall also have a combination lantern mounted on the fore part of the boat so that it is lower than the white light to the aft. This combination lantern shall be green on the starboard (right) side and red on the port (left) side, and shall be fixed so as to throw light from the right ahead, two points to the rear of the beam on each side.
- (b) All boats not subject to the requirements of subparagraphs 2.040 (a) (1) or (2) shall have mounted on the boat a white light which is visible from all angles.
- (c) Every boat, regardless of size or type, shall carry at least one U.S. Coast Guard approved life preserver for each passenger whenever it is operated on the lakes.
- (d) Every boat carrying fuel in any tank or can, except in a gas tank built into the motor, shall carry an operational fire extinguisher.

2.050 LAUNCHING, STORAGE, TEMPORARY PARKING & ON-SITE MAINTENANCE OF BOATS.

- (a) Boats may be launched from designated launching ramps. Ramps shall not be occupied for more than 10 minutes following the launching or removal of a boat. Boats may not be left overnight in a launch area or parking lot adjacent thereto.
- (b) Boats shall not be left on the Lakes overnight unless stored in or on an LPOA storage facility. This limitation prohibits tying boats to trees or buoys or pulling them onto the shoreline or common area or occupying an unauthorized boat slip. Watercraft shall not be left unattended for more than 15 minutes between the hours of 12:00 midnight to 6:00 a.m. unless stored in or on an LPOA storage facility. Unattended means no person physically present on watercraft for a continuous 15 minute period of time. No watercraft may be parked or stored on any public or private property anywhere in Lakewood except within enclosed garages or other designated storage areas, unless a temporary parking permit has been issued (see Article III, Section 3.020 of these Rules).
- (c) Boats may only be tied to or parked at pleasure docks for a period not to exceed 15 minutes. Members and their guests are expected to exercise courtesy in the use of the pleasure docks.
- (d) In the event any member shall fail to remove a boat from the Lakes or common area as required by the paragraph 2.050(b), the member is subject to a citation and the Association may move the boat to its storage area for which the owner will be charged all fees for moving the boat, as well as a daily storage fee.
- (e) One specific area at both Marinas has been designated and may be used to change oil in and/or winterize a LPOA member's boat, ONLY under the following conditions:
- Lakewood Patrol or Administrative Office must be given notification before any fluids are changed or maintenance on a boat is performed
  - Boat MUST always be removed from the water
  - Oil and lower units shall only be changed in the designated area at each Marina
  - In an effort to prevent ramps from becoming slick, no fluids shall ever be handled near the boat ramps
  - All fluids must be caught and removed from LPOA property and disposed of properly
  - A 10-foot square plastic tarp must be placed on the ground with piece of cardboard under the motor to catch any drips, spills, or leakage

- If any problem arises, Lakewood Patrol must be notified immediately
- Lakewood Patrol must be given a 15-minute notice before boat is removed from the work area
- Boat dealers who use Marinas to provide boat maintenance for LPOA members must accept marine fluids from Lakewood residents, at a minimum charge, for proper disposal.
- Any deviation from these rules will result in a \$100.00 fine & assessment of 6-points for the LPOA member to whom the boat is registered

(f) Electrical access on marina docks is provided as a courtesy. Permanently attaching extension cords to the docks is strictly prohibited. Extension cords used on docks must be built to UL standards, ideally with GFCI built in. All extension cords must be attended while in use.

- For use of equipment up to 15 amps, extension cord must be of 14/3 wire with ground plug, outdoor rated, UL rated, with heavy duty high visibility (yellow) up to 50' long max.
- For use of equipment up to 20 amps, extension cord must be of 12/3 wire with ground plug, outdoor rated, UL rated, with heavy duty high visibility (yellow) up to 50' long max.
- Boat Lifts must be permanently wired to the Powermate by a certified electrician, following NEC Marina Code 555.

#### 2.060 WATER TRAFFIC CONTROL DEVICES.

All boats, except boats operated by Lakewood Community Services Personnel, shall be required to observe all water traffic control devices at all times. No person shall attempt to or alter, deface, destroy, remove or relocate any water traffic control device or any part thereof. Water control devices shall not be used as tie-ups. No person shall place, maintain or display upon or in view of the Lakes any unauthorized sign, signal, painted marking, buoy or barrel which is designed to affect the movement of water traffic on the Lakes which interferes with the effectiveness of authorized water traffic control devices, or which might be confused with or mistaken for an authorized water traffic control device.

#### 2.070 GUESTS IN COMPANY OF MEMBER

Guests must be accompanied by a member of the Association at all times when using the Lakes for swimming, boating, watercraft operation, or other purposes.

#### 2.080 MEMBERS RESPONSIBLE FOR CHILDREN AND GUESTS.

All dependents and/or minor children are the responsibility of their parents or guardian at all times when utilizing the Lakes. Violations of these regulations committed by children will result in the assessment of points and the imposition of appropriate disciplinary action against parents, as if such violations had been committed by the parents of offending children. Similarly, guests of members are the responsibility of the members. Any violations of these regulations by guests will result in the assessment of points and the imposition of appropriate disciplinary action against sponsoring members as if such violations had been committed by the members.

#### 2.090 MINIMUM AGE FOR OPERATION OF MOTORIZED WATERCRAFT

No person under fourteen (14) years of age shall operate any motorized watercraft upon Lakewood lakes, and must have passed the Missouri Watercraft Safety Course, unless such person is under the direct supervision of a parent, guardian or other responsible person twenty-one (21) years of age or older.

#### 2.100 LITTERING PROHIBITED.

No person shall throw refuse, garbage, trash, cans, or other litter into the Lakes, on the shore or common area, or leave such items thereon or on the docks, common area or otherwise within the common area. Violation will result in assessment of 3 points and a minimum fine of \$50.00.

#### 2.110 RIGHTS OF WAY FOR BOATS.

None of the following rules relating to right of way shall give one boat precedence over another. When two boats are approaching each other head on, the operator of each boat shall alter his course to the right so as not to pass closer than fifty feet to the other boat, and when boats are approaching each other at a right angle or obliquely, so that their courses will cross, the boat which it to the right shall have the right of way. The foregoing notwithstanding, the following rules shall control right of way regardless of the courses of boats which shall be approaching each other.

- (a) Rowboats, canoes, and boats operated by human power alone shall have the right of way over all other boats.
  - (b) Sailboats shall have the right of way over motorboats and motor-powered boats.
- 2.120 SPEED LIMITS
- (a) No watercraft may be operated at a speed which is not prudent and safe for the existing conditions.
  - (b) No whitewater wake or speed exceeding 10 mph is permitted. A wake shall mean whitewater produced by the bow or stern of a watercraft being propelled through the water.
  - (c) No person shall operate any boat other than a sailboat in any race or speed competition with any other boat on the Lakes.
  - (d) Idle speed only shall be used within 100 feet of the marinas, launch areas, pleasure docks, and anchored boats.
  - (e) Idle speed only shall be used while boating through the channel. Violation will result in assessment of 6 points and a minimum fine of \$100.00.
- 2.130 WATER SKIING – JET SKIS/WAVE RUNNERS – TOWABLE APPARATUS
- (a) Water Skiing is not permitted on any Lakewood lakes.
  - (b) Personal watercraft such as jet skis, wave runners, etc. are not permitted on any Lakewood lakes.
  - (c) Wake boards, knee boards, wake surfers, wake skates, or any other towed apparatus except as defined in (d) below are not permitted on any Lakewood lakes.
  - (d) Towable apparatus will only be permitted in accordance with the following guidelines:
    - (1) Wakes are not permitted;
    - (2) Apparatus must be air-filled inflatable and not exceed seven feet (7') in diameter
    - (3) Tow line shall not exceed 50 feet in length;
    - (4) Towing is not permitted in any part of the channel;
    - (5) Towing is not permitted within 100 feet of the marinas, launch areas, pleasure docks or anchored boats;
    - (6) Apparatus shall not be used in excess of manufacturer's recommendation or specifications, or as determined safe by Patrol;
    - (7) Users of apparatus must wear approved life jackets or ski belts.
- 2.140 SWIMMING IN THE LAKES
- (a) Swimming on the Lakewood Lakes shall be restricted to areas within 50 feet of the shore, a dock, boat or watercraft.
  - (b) No swimming shall be permitted in the channel between the East Lake and the West Lake.
  - (c) No jumping or diving from the channel bridge on Dick Howser Drive. Violation will result in assessment of 6 points and a minimum fine of \$100.00.
  - (d) No swimming shall be permitted from any portion of the boat slips and marina docks which are on the lakes.
  - (e) No person shall use a scuba device, oxygen tank or other device which permits the user to remain under water more than one minute without written authorization from the Association. In the event such devices are used with authorization, persons engaging in such activity must provide the LPOA office with proof of certification, and shall notify Lakewood Community Services Personnel in advance of the nature and location of the diving in which they will be engaged and will display a previously approved "diver below" flag.

- (f) No jumping or diving from any area containing signage prohibiting such activity. Violation will result in assessment of 6 points and a minimum fine of \$100.00.

#### 2.150 FISHING

Fishing by members will be allowed on all lakes, subject to the following regulations:

- (a) Members engaged in fishing shall have a valid Lakewood Property Owners Association identification card on their person at all times while fishing.
- (b) Trot lines and bank lines will not be allowed.
- (c) The rules of the Missouri Department of Conservation will be applied to all other practices, limits, minimum sizes and procedures.

#### 2.160 AIRCRAFT PROHIBITED

No person operating any type of aircraft shall land on or take off nor shall they attempt to land or take off from the lakes.

#### 2.170 LAKEWOOD COMMUNITY SERVICES PERSONNEL AND ENFORCEMENT PROCEDURES

Enforcement of these rules and regulations relating to Boats, Watercraft and Use of the Lakes shall be the responsibility of Lakewood Community Services Personnel. All operators of boats and watercraft, and other persons using the Lakes or common area, shall follow reasonable instructions and directions from Community Services Personnel.

- (a) Upon the approach of an authorized patrol boat operated by Lakewood Community Services Personnel utilizing a siren or flashing light, or otherwise signifying the existence of an emergency or a violation of the Lakewood Rules, the operator of every boat shall immediately stop his boat (or slow it to as nearly a stationary position as possible under existing circumstances) and yield the right of way.
- (b) In the event of an accident involving personal injury or property damage, all parties shall remain at the scene until released by Lakewood Community Services Personnel.
- (c) In the event that an accident causes property damage to another LPOA Member's watercraft and/or other property and the party responsible for that damage fails to report the accident/damage to LPOA Community Services, LPOA Administrative Office or the owner of the damaged boat/property then steps shall be taken to ascertain who is responsible for the damage. If these steps have to be taken, or if there is a witness to the accident who contacts the General Manager with witness information that determines who caused the damage, then the incident will be treated as an act of vandalism (see Rules & Regulations Article X, Section 10.030 – Vandalism, Theft & Destruction of Property).

#### 2.180 ZEBRA MUSSELS COMBATIVE MEASURES

In an effort to prevent the intrusion of invasive species such as Zebra Mussels, LPOA has developed the following guidelines for any watercrafts placed on the Lakewood lakes:

- (a) All watercraft or equipment entering the Lakewood perimeter, prior to launching on the Lakewood lakes, must be cleaned, drained and dried. This will involve a thorough power-wash of trailer and pontoons/hull of boat. In addition, all live wells will be washed and flushed, all internal compartments inspected for standing water, and the engine will be washed and flushed.
- (b) Watercraft will be inspected by Lakewood Staff prior to launch.
- (c) If, during inspection, an adult Zebra Mussel is found on the craft, the craft shall be quarantined for a period of 5-30 days, depending on ambient temperatures and conditions. The Missouri Department of Conservation will also be notified of the finding. In addition, at the sole discretion of LPOA Staff, a watercraft may also be quarantined should they believe that launching the craft would compromise the health of the lake in any way.
- (d) All contractors performing repairs, maintenance, construction or delivery of watercraft or equipment used at a Lakewood lake must notify the LPOA Administrative Office and must only use designated LPOA Trailers. Any expenses incurred as a result of this process will be the responsibility of the LPOA Member.



- (e) All boats removed from the lake via trailer may opt to receive an LPOA Band that connects the boat to the trailer. Only craft that have an intact band, or that have just passed a wash inspection, will be allowed to launch onto Lakewood Lakes. Bands will be installed by LPOA Staff upon removal of the craft from the lakes or after passing an LPOA performed wash/inspection.
- (f) Members will be charged all fees associated with power washing and quarantine storage, if any.

**Failure to comply with 2.180 will result in a \$5,000.00 Citation, an accumulation of 12 points, and loss of LPOA amenity privileges.**

### ARTICLE III REGULATION OF VEHICLES

#### 3.000 DEFINITIONS.

As used in this Article of the Rules and Regulations of the Lakewood Property Owners Association, and in the LPOA Use Restrictions, relating to Vehicles hereinafter enumerated terms shall be defined to mean and include:

- (a) All non-commercial vehicles, whether passenger cars, trucks or sport utility vehicle classification may be parked in the homeowner's driveway. Non-commercial passenger cars, trucks or sport utility vehicles are defined as any production vehicle that is manufactured on an assembly line by a designated corporate entity engaged in mass manufacturing of motor vehicles (e.g. Ford, GM, Chrysler, Toyota, etc.) For aesthetic purposes, the LPOA requests that non-commercial vehicles be parked in the garage when not in use.
- (b) Commercial vehicles shall not be parked in driveways. Class 5 and above (16,000 GVWR) shall be considered commercial vehicles. No commercial vehicles of any kind containing hazardous materials will be allowed to be parked in the owner's driveway. Pick-up trucks under Class 5 shall be considered non-commercial vehicles unless specifically altered for commercial use. To maintain a non-commercial status, pick-up trucks under Class 5 must have the specified bed as assembled on the day of production. Removal of the bed and replacement with any third party utility component such as tool bed, lift bed, crane, tow apparatus, etc. will classify the pick-up truck as a non-production commercial vehicle and will thereby not be allowed to be parked in the owner's driveway.
- (c) Alterations to production vehicles in the form of advertising, bumper stickers, sport team logos, memorials, etc. are allowed on non-commercial vehicles (and thereby allowed to be parked in the owner's driveway). However, for aesthetic purposes, the LPOA requests that said vehicles be parked in the garage, if possible, when not in use.

#### 3.010 VEHICLES ON COMMON AREA.

No trucks, vans, automobiles, commercial vehicles, motorcycles, boats or other similar water borne vehicles, house trailers, trailers of every other description, campers, or camping units or any other type of motorized vehicles shall be driven, parked or stored on any common area without permission by the General Manager.

#### 3.020 PARKING AND STORAGE OF VEHICLES ON PRIVATE PROPERTY

- (a) Recreational vehicles (including house trailers, trailers, campers or camping units) will not be stored on driveways or lots, but may be parked on driveways for up to three (3) days for loading and unloading, without a temporary parking permit, not to exceed 18 days per year. A temporary parking permit for parking of recreational vehicles for no longer than five (5) days, will be issued by LPOA Community Services, upon request. These temporary parking permits will NOT be issued "back-to-back" at any time and only six (6) per year will be issued to any one resident.
- (b) Boats, boat trailers and water borne vehicles will not be stored on driveways or lots at any time, but may be stored no longer than three (3) days only after the issuance of a temporary parking permit issued by LPOA Community Services. These temporary parking permits will NOT be issued "back to back" at any time and only six (6) per year will be issued

to any one resident. \*An exception is made for Saturday nights ONLY, when a boat and trailer may be stored overnight in the driveway.

(c) All other trailers, including but not limited to, box trailers, construction trailers, service trailers, etc., may only be stored at the property while in use for an LPOA approved project.

\*Storage is defined as "overnight" parking.

**3.030 PARKING IN LPOA PARKING AREAS OR DRIVES**

Trucks, vans, automobiles, commercial vehicles, motorcycles, motor homes or any other type of motorized vehicle shall not be parked or left standing in any LPOA parking areas or drives designated as "No Parking", without permission of the General Manager. No "for sale" signs will be allowed on vehicles in LPOA parking areas.

**3.040 HANDICAP PARKING**

Only trucks, vans, automobiles, motor homes or any other type of motorized vehicle displaying an approved "Handicapped" sign shall park in designated handicapped parking areas. Those vehicles parking in the "Handicapped Parking" areas must display their state's authorized identification for permission to utilize handicapped parking.

**ARTICLE IV  
USE OF COMMON AREA AND OTHER AMENITIES**

**4.010 MEMBERS RESPONSIBLE FOR DEPENDENTS, GUESTS AND CONTRACTORS**

Members will be responsible for their dependents, guests and any contractor they might hire who would access the member's private property across LPOA Common Ground. In cases of improper conduct a Member, their dependents and/or guests will be asked to leave the premises. Vandalism, theft, defacing or destruction of property will result in enforcement of these rules as outlined under Article X.

**4.020 CLARIFICATION OF RESIDENT FAMILY MEMBERS**

Resident family member shall mean Owner of the lot in question and related persons residing in the member's home. This may include domestic employees, provided the member's home becomes their legal residence. Proof of family residency, in the form of either a valid Missouri State drivers license or valid Missouri State non drivers I.D card will be required. All other relatives shall be considered extended family and will be considered guests of the member. LPOA identification cards will be issued to each record Lot or Multi-family Unit Owner (whether one or more persons) and resident family members of that dwelling.

- (a) Resident family members twenty-one (21) years of age or older must show proof of residency in Lakewood.
- (b) Resident family members between the ages of six (6) and twenty-one (21) shall be issued an LPOA picture identification card upon authorization of the Lot or Multi-family Unit Owner.
- (c) Resident family member privileges may be assigned to lessees upon completion of a Delegation of Rights form at the LPOA office. Upon delegation, the Lot Owner must forfeit all LPOA identification cards previously issued.
- (d) All occupants listed on an LPOA account, with the exception of the legal owners of the property, shall be required to renew their Lakewood I.Ds every two years or as determined by the LPOA.

**4.030 CARE OF AMENITIES & COMMON GROUND**

When using LPOA amenities, members shall use those amenities for the purpose which they are intended and strive to leave the amenities in as good repair as was found. This includes common ground, recreational facilities, clubhouse facilities, swimming pool facilities, pleasure docks, and boat docks/slips. Members shall make no alterations to LPOA amenities without consent of the LPOA Board of Directors or General Manager. Violation will result in assessment of 3 points and a minimum fine of \$50.00.

Members who purposefully move leaves, tree limbs, branches or yard/landscaping waste of any kind, from their lot onto LPOA common ground, will be subject to a \$500.00 fine and 3 points.

#### 4.040 USE OF AMENITIES

When using LPOA amenities, members shall not allow the amenities to be used for any purpose other than that for which the amenities are intended and shall ensure that the use is carried out and conducted in a reasonable manner which complies with LPOA Rules & Regulations as well as local, state and federal laws.

All LPOA residents using the common area amenities must have their LPOA I.D. with them at all times – this rule will be enforced for residents age six (6) and over – with the exception of children who are accompanied by a parent who carries his/her LPOA I.D. There will be zero tolerance for use of any amenity by any resident who cannot produce their I.D. card when requested. If the individual does not have a valid and current I.D. they will be unable to use the amenity – this includes the playgrounds, tennis courts, basketball courts, volleyball courts, beach, pools and lakes and/or ponds.

Guests must be accompanied by a member of the association at all times when using any LPOA owned property or amenities. Members who are not able to physically attend their guests may request exception (“Exception”) to this rule in writing. Exceptions shall be considered on a case by case basis, presented in advance to LPOA staff, which may require supporting documentation for the same. Written requests for Exception, and any documentation provided for the same, shall remain on file with the LPOA. Exceptions for use of the Lakes (including swimming and boating) will not be granted. Any Member granted Exception to this rule shall provide a “Guest on Premises” form (“Guest Form”) at least twenty-four (24) hours in advance of the anticipated use, stating the guest names, dates and times of visitation. The Guest Form shall also serve as acceptance of responsibility, by the LPOA member granted the Exception, for guest conduct during their visit. The executed Guest Form will be distributed to Lakewood Community Service Department and Staff to assure that the guests are recognized and may enjoy their visit without having to show Lakewood I.D. Guest passes will still need to be obtained by the guests to enter the LPOA swimming pool facilities. Exceptions and corresponding Guest Forms shall be issued and effective for terms of up to thirty (30) days and may be renewed for additional terms by the Member seeking the Exception upon written request of the same submitted to LPOA staff.

Children under the age of ten (10) may not use LPOA pools unattended. Any child under the age of ten (10) must be in the care of a responsible person who is fourteen(14) years of age or older.

No alcohol or tobacco use by minors will be permitted at any time on LPOA common ground.

No minors allowed on LPOA common ground or lakes after 12 midnight on week-ends and 10:00 p.m. on week nights, unless supervised by a responsible adult over twenty-one (21) years of age.

#### 4.050 AGREEMENT TO RENTAL CONTRACT STIPULATIONS

Members will be responsible for adherence to stipulations in the rental contract for any LPOA amenity that they may rent.

#### 4.060 GUEST OF MEMBERS AT AMENITIES OR ON COMMON GROUND

- (a) Maximum Number of Guests - The maximum number of guests that will be allowed on common ground of the Association when accompanied by a member or jointly with multiple members will be 50 at any single activity, event or function.
- (b) Variance from Maximum Number of Guests - Any variance of the maximum number of guests shall be requested from the Board at least 45 days in advance of the proposed activity, event or function. Any variance request must be submitted in writing to the Board. The Board shall have full discretion to grant or deny a variance request.

- (c) Factors to be considered for Variance - In its review of any variance request under this policy, the Board shall consider the safety of the guests and members, requirements for additional staff enforcement, increased negative impact on the maintenance of the common ground and the potential inconvenience or limitations on use that might result to the remainder of the membership.
- (d) Additional Fees In granting any variance request under this policy, the Board may also impose additional reasonable fees calculated to offset increased staff time for enforcement, increased maintenance on the affected common ground, clean-up after the event and any other identified expenses incurred by the Association.
- (e) Exclusions - The maximum guest limit provided for in this policy excludes the rental of the Cove Pavilion of the Lakewood Oaks Country Clubhouse each of which shall remain subject to separate rental contract terms and requirements.

#### 4.070 RESTRICTED ACCESS TO GOLF COURSE PROPERTY

- (a) The LPOA, by and through the Lakewood Holding Company, operates and maintains a golf course which is intermingled throughout and made an integral part of the community. While common areas of the LPOA are open to use by the Members, this use is subject to rules and regulations which have been established to maintain the health, safety and welfare of the entire community and to allow for the operations of each amenity and common area in compliance with local, state and federal requirements.
- (b) Golf includes, by its nature certain dangers and risks including the potential adverse effects of being struck by hard balls traveling at high rates of speed.
- (c) Members are advised against, and strictly prohibited from, utilizing property constituting the golf course for any activity outside of the customary activities of golf. Prohibited activities specifically include, but are not limited to, walking, jogging, running, or traveling in any manner across, on or along the greens, fairways, tees of the golf course or within any bounded area of the golf course.
- (d) Violations of this section 4.060 may result in issuance of citations by LPOA staff and/or security personnel and associated fines of \$50.00 for each violation.

#### 4.080 ABUSE AND HARASSMENT – PROHIBITED

- (a) Members, residents and guests of members shall not engage in any abusive, disrespectful or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at Lakewood Community Services Personnel, LPOA management, LPOA agents, LPOA employees, or vendors of the LPOA.
- (b) Members, residents and guests of members shall comply with all directions from Lakewood Community Services Personnel, LPOA management, LPOA agents, and LPOA employees when utilizing common areas and amenities of the LPOA including but not limited to the use of the lakes and equipment rented from the LPOA.
- (c) Violations of this Section 4.080 shall be enforceable by issuance of citations to the Member pursuant to Section 10.010 of these Rules and Regulations.

(d) Citations issued for violation of this Section 4.080 shall include the imposition of not less than a 6-point violation and a \$100.00 fine pursuant to Section 10.020 of these Rules and Regulations.

## **ARTICLE V INTERFERENCE WITH MIGRATORY WATERFOWL**

There will be no feeding of migratory waterfowl on the Common Area. Each offense shall constitute a separate violation. The incident may be referred to the Missouri Conservation Commission and the U.S. Department of Agriculture, Wildlife Damage Control, for further punitive action

## **ARTICLE VI ARCHITECTURAL REVIEW BOARD/ALTERATION REVIEW COMMITTEE (ARB/ARC) GUIDELINES AND RULES**

### **6.000 PURPOSE, SCOPE AND AUTHORITY**

These rules and regulations are promulgated by the Board of Directors of the Lakewood Property Owners Association pursuant to Article XV of the Association By-Laws to regulate the construction, external design, appearance, use, location and maintenance of improvements, alterations, repairs, change of paint colors, excavations and other work which in any way alters the exterior of any property or improvements located on the subdivision lots or common areas of subdivision known as LAKEWOOD, for the common welfare and enjoyment of residents and members of the Association. These provisions are applicable to all members, residents, owners and tenants constructing or creating improvements on a parcel of property located within the property covered by the Declarations, pursuant to the authority outlined in Article VII of the basic Declarations and Article VIII creating the General Use Restrictions applicable to all properties.

### **6.010 DEFINITIONS**

As used in this Article of the Rules and Regulations of the Lakewood Property Owners Association relating to parcels, lots and common area and construction of improvements, the hereinafter terms shall be defined to mean and include:

- (a) Association - shall refer and mean the Lakewood Property Owners Association, Inc.;
- (b) Property - shall refer to all real estate subject to regulation and control of the Association by virtue of any Declaration of Covenants, Conditions and Restrictions filed of record and subjecting such property and the owners and occupants thereof to regulation by the Association. It shall also refer to property owned, leased or managed or otherwise lawfully controlled by the Association.
- (c) Common Area - shall mean all property owned or leased by the Association for common use and enjoyment of the members of the Association.
- (d) Members - shall mean and refer to every entity or person who holds membership in the Association pursuant to Article III of the By-laws.
- (e) Lots - shall mean and refer to any plot of ground shown upon any recorded subdivision plat relating to the properties, excepting the common area, Developer owned acreage, and land devoted to multi-family residential, commercial or industrial units.
- (f) Improvements - shall mean and refer to any structure or landscaping including, but not limited to, exterior alteration, detached structure deck, storage building, fencing, sprinkler system, fireplace and water lines or change of paint colors, repairs or excavations which are located on subdivision lots or common area.

All other terms not defined in this paragraph or any sub-paragraph hereunder which are defined in the Declaration of Covenants, Conditions and Restrictions creating the Association and filed of record as Document I-162473 at the Jackson County Courthouse in Independence

or in the Articles of Incorporation or By-Laws of the Association shall have the same meaning herein as in the instruments or instruments aforesaid in which they are defined.

#### 6.020 APPLICATION FOR IMPROVEMENTS

- (a) Any addition to an existing building, exterior alterations, change in an existing building, change of exterior paint color, excavation, or any new detached structure must have the approval of the Architectural Review Board/ Alterations Review Committee (hereinafter ARB/ARC) before any work is undertaken. Examples of such projects include, but are not limited to, a deck, storage shed/outbuildings, fireplace, fencing, sprinkler system, water lines. Any such addition, exterior alterations or change in existing buildings, shall be compatible with the design character of the original building.
- (b) The guidelines with respect to awnings, materials and cover, roofs, fences, walls and screens, height restrictions on fencing and improvement, quality and type of materials and finish, landscaping and planting, exterior antennas, swimming pools, driveways and patios, retaining walls, play equipment and flag poles are contained in the Lakewood ARB/ARC Guidelines, which are herein incorporated by reference and a copy of which may be obtained by any member upon request at the Association office.
- (c) The ARB/ARC Guidelines referred to in paragraph (b) above represent specific written interpretations issued by the ARB/ARC Committee as the means of satisfying the Associations obligation to regulate property use at Lakewood.

#### 6.030 PROCEDURE FOR CONSTRUCTION/ALTERATION APPROVAL

- (a) All applications must be made on ARB/ARC approved forms and shall be fully completed prior to submission for approval to the ARB/ARC and will be received by and coordinated by the LPOA Administrative Office.
- (b) Upon receipt of a completed application, the LPOA Administration Office will send the standard notification form to all property owners affected by the application along with the form listing requirements for submitting application.
- (c) The ARB/ARC will meet on the 2nd and 4th Tuesday of each month in the LPOA office at 7:00 p.m. to review pending applications and comments made by others.
- (d) Parcel or Developer approval shall be submitted with the application, if necessary.
- (e) Approval of applications will take place at a valid meeting requiring a quorum of the members of the ARB/ARC to be in attendance. Approval of all applications that have a written objection by another property owner, who is entitled to object, requires the ARB/ARC to have one more positive vote than the majority normally necessary for approval of the application in question.
- (f) Disapproval shall be explained explicitly on the Improvements Permit Application. If the applicant does not agree with the decision of the Committee, an appeal may be made, in writing, to the LPOA Board of Directors within thirty (30) days after the date the application was disapproved by the Committee. The Board of Directors may, upon two-thirds (2/3) majority vote of Directors, overrule and reverse the approval of the ARB/ARC if the Board of Directors find that the original finding was improper or unfair.
- (g) Any parcel committee or affected property owner, who believes the ARB/ARC has improperly or unfairly approved a request for improvements to an existing property, may appeal that finding, in writing, to the LPOA Board of Directors within ten (10) days of the date of the approval. The Board of Directors may, upon two-thirds (2/3) majority vote of Directors, overrule and reverse the approval of the ARB/ARC if the Board of Directors find that the original finding was improper or unfair.
- (h) The Committee shall submit all applications to the General Manager for approval. All approved applications shall be kept on file in the LPOA Office. The applicant shall be notified in writing by the LPOA Staff of the action taken by the Committee.

- (i) NO NEW CONSTRUCTION, IMPROVEMENT TO AN EXISTING STRUCTURE OR LANDSCAPING MAY BE INITIATED WITHOUT THE APPROVAL OF THE ARB/ARC.
- (j) While the Covenants of the LPOA permit up to thirty (30) days for approval or rejection of submitted plans, the Committee has established a minimum of ten (10) working days as a reasonable time for completion of their review process, but may, at their option, take up to thirty (30) days to make a decision on unusual or complex applications. This process may be expedited by the ARB/ARC with consent of adjoining landowners.

#### 6.040 GENERAL REQUIREMENTS FOR ALL IMPROVEMENT APPLICATIONS

- (a) In addition to a completed ARB/ARC improvement application, the applicant shall submit one (1) copy of a plot plan showing the location of the proposed improvements on the lot, existing grades of the property line with proposed finished grades as applicable to the improvement.
- (b) The applicant shall submit one (1) copy of the rear and side elevations and structural cross sections where applicable. Plans or specifications should indicate the type of materials and color of the exterior.

#### 6.050 LANDSCAPE OR FENCE IMPROVEMENTS

The applicant shall also submit copies of plot plans showing the proposed improvements and type of materials to be used. In the case of fencing, plans to evaluate the appearance and type of construction of the fence, including type of material and finish color.

#### 6.060 CONSTRUCTION PRIOR TO APPROVAL

Pursuant to the authority and means of enforcement of the Lakewood ARB/ARC, provided by terms contained in the Declaration of Covenants, Conditions and Restrictions, Document No. I-162473 filed of record on August 28, 1973 and the Alterations Review Delegation Agreement of August 8, 1986 as modified on February 20, 1990, the ARB/ARC may, pursuant to this rule, authorize action by the General Manager and/or Board of Directors including, but not limited to:

- (a) the removal of the structure failing to conform with architectural guidelines or built without approval of the Alterations Review Board or ARB/ARC in violation of the covenants and restrictions;
- (b) after due notice to the offending landowner, the LPOA and its authorized agents may enter onto the property being modified in violation of these guidelines and correct the violation. The cost of such correction of the violation will be assessed as a citation against the land in violations and if not paid on a timely basis by the landowner, shall become a lien upon the property and may be the subject matter of a suit to enforce said lien or for personal liability of the property owner.
- (c) After-the-fact Fines for Un-approved Alterations
 

Fine A \$250.00	Any alteration started and/or completed without application
**	<ol style="list-style-type: none"> <li>1. Landscaping changes</li> <li>2. Tree removal-Private Property</li> <li>3. Irrigation systems w/pump (lake water)</li> <li>4. Play equipment/Basketball Goals/Trampolines</li> <li>5. Exterior lighting/Antennas/Satellite dishes</li> <li>6. Compost bins</li> <li>7. Awnings</li> <li>8. Flag poles</li> <li>9. Room additions/Porches/Dormers/Doors/Windows</li> <li>10. Decks/Gazebos/Arbors</li> <li>11. Pools/Spas/Hot tubs/ Jacuzzis/Ponds</li> <li>12. Fences</li> <li>13. Garages/Driveways/Sidewalks</li> <li>14. Patios/Screens</li> <li>15. Ground water control/Retaining walls</li> <li>16. All common ground alterations</li> <li>17. Dog pens</li> </ol>

## 18. Tennis courts

- Fine B.      Application filed after project started and/or completed (no plot plan is required).  
\$2,000.00      1.      Roofing - change of materials. House would then have to be re-roofed with an approved roofing material.  
                         2.      House Painting-change of color (This would be colors outside of the LPOA color palette). House would then have to be re-painted with a color selected from the LPOA color palette.

- Fine C  
\$2,000.00      1. Tree Removal on Common Ground

\*\* = Resident must also pay \$117 per year stipulated fee for each year in existence.

NOTE:      All applications for alterations, including exact replacements, listed under A requires one (1) copy of plot plan showing outline and/or location of improvement, with dimensions, description and colors applicable.

### 6.070 LACK OF CONSTRUCTION AFTER APPROVAL

Approval for construction stands for one (1) year. Construction must be commenced and completed within one (1) year of said approval or new approval must be sought if the construction or improvement originally approved has not taken place. Once commenced, the construction shall be completed within three (3) months unless a request for extension is made to the ARB/ARC for good cause.

### 6.080 SETBACKS

No buildings or other structures including but not limited to, decks, patios, or gazebos shall be placed within thirty feet (30') of the rear property line or of a lot abutting a tract or edge of any open water course.

### 6.090 ENFORCEMENT OF ARB/ARC RULE VIOLATIONS

- (a)      Enforcement of the rules, regulations and covenants regarding improvements, alterations, and construction in violation of the ARB/ARC Guidelines shall be the responsibility of the Lakewood General Manager through the use of Lakewood Community Services personnel.
- (b)      Whenever a violation is observed by Lakewood personnel or a member of the ARB/ARC, then Lakewood Community Services or the General Manager may issue a warning and if the violation is not corrected shall issue a written citation to the offending member or owner of the property in question, responsible for the construction or owning the land upon which the offending construction exists. The citation shall specify the date, time and nature of the violation.
- (c)      Citations issued by the Lakewood General Manager and/or Community Services personnel shall designate the violation. With the exception of the After-The-Fact Fine policy, every violation of the rules and regulations shall result in the assessment of points against the responsible party and fines assessed in the amount indicated below:
  - (1)      Warning Issued
  - (2)      Citation will be issued for violations, and may be issued daily as follows:
    - (a)      First three (3) point violation - \$25.00
    - (b)      Second three (3) point violation - \$50.00
    - (c)      Third three (3) point violation - \$100.00
    - (d)      Fourth three (3) point violation - \$200.00
    - (e)      Each day thereafter shall constitute a separate violation for which further three (3) point violations will be issued - \$200.00

### 6.100 PROCEDURES AND APPEALS OF ARB/ARC CITATIONS

In accordance with Section 5, Article XV of the Association By-Laws, action to assess points, levy fines or impose sanctions against a member for violation of ARB/ARC standards or the Covenants shall be in accordance with the following procedure:

- (a)      When a member is issued a citation justifying the position of a fine and the assessment of points, he or she shall be given written notice of the alleged offense



and action to be taken by the Association, which shall be mailed to the member's residence by First Class Mail.

- (b) The member shall have ten (10) days following the date of the notice required by subparagraph (a) to request a hearing in front of the Appeals Committee. Such request shall be made in writing to the General Manager. If such a hearing is requested, all sanctions shall be stayed. If no hearing is requested, the citation shall be effective upon the expiration of the ten (10) day period unless the member shall remove the offending structure or cure the alleged offense.
- (c) If a hearing before the Appeals Committee is requested, it shall be held at the next scheduled meeting of the Committee from the receipt of notice from the General Manager. At the hearing, the member shall be allowed to present evidence or witnesses and cross-examine witnesses for purposes of establishing the violation as alleged.
- (d) All evidence to be presented to the Appeals Committee shall be presented in the presence of the appellant. If there is an architectural violation, information or input on the background of the violation shall be furnished by a representative of the ARB/ARC to the Appeals Committee and it shall be received in evidence before the committee in the presence of the appellant. The Appeals Committee shall announce their procedure to all appellants that all evidence will be taken in open session. Decisions in all cases shall be made in open session and announced to the parties, and then shall be mailed to the parties. Requests for continuance of an appeal should be made in writing and received by the Board prior to the start of the hearing.
- (e) The member shall have ten (10) days following the date of the preliminary action by the Appeals Committee to request a hearing before the Board of Directors. Such request shall be made in writing to the General Manager. If a request is made to the Board of Directors, the preliminary decision shall be stayed. If no hearing is requested, the preliminary decision shall be effective ten (10) days after delivery of the decision to the member.
- (f) Once the hearing is requested before the Board of Directors, it shall be held at the next regular meeting of the Board or at a special meeting called before the next regular Board meeting.
- (g) At the hearing, the Board of Directors shall receive evidence and consider the preliminary decision of the Appeals Committee and any other testimony or evidence which the member or the Association desire to present. Within five (5) days of the hearing, the Board of Directors shall issue a written decision to be served upon the member personally or by registered or certified mail. The decision shall specify the rule and regulations which have been violated, the acts or structure constituting the violation, and the sanction imposed. At the option of the Board, the preliminary decision of the Committee may be adopted by reference.
- (h) Upon receipt of the decision of the Board of Directors, the sanctions therein shall be effective.

#### 6.110 LEGAL PROCEEDINGS TO ENFORCE SANCTIONS

In the event any member shall refuse to abide by the terms of the Association action regarding fine, suspension or sanction, the Association will take one of two options to enforce the action taken:

- (a) The Association may proceed with legal action to sue the member to remove the offending structure and enforce the fines and lien, and the member involved will be responsible for all attorney's fees, costs and expenses incurred by the Association.
- (b) Under the provisions of Article VI, Section 2(b) of the original DCC&R's, the Association and its duly authorized agents or employees shall have the right, after reasonable notice to the owner, to enter upon the lot at any reasonable hours, on any day except Sunday, for the purpose of constructing, reconstructing, repairing, removing or replacing structure not in compliance with the Architectural Review Board or built without the lawful permission of the ARB/ARC or to rectify a condition of property regarding the exterior appearance for which the owner has failed to properly maintain the property, including, but not limited to:
  - (1) mowing and cleaning;

- (2) removal of unsightly brush and debris;
  - (3) painting;
  - (4) repairing;
  - (5) replacing and caring for roofs;
  - (6) replacing and caring for gutters and downspouts;
  - (7) replacement and care of exterior building surfaces;
  - (8) replacement and care of trees, shrubs and grass and other exterior improvements.
- (c) In the event the Association incurs costs and repairs for correcting the reconstruction, construction, or removal of an offending structure in the provision of plan B, then the costs so incurred shall be a lien against said lot and the cost thereof may be recovered by action in the Circuit Court of Jackson County, Missouri for foreclosure of the lien or recovery of the costs and expenses incurred, including reasonable attorney's fees.

**ARTICLE VII  
USE OF RESIDENTIAL LOTS**

**7.010 COMMERCIAL ACTIVITY**

Although commercial activity is prohibited under the provisions of the Land Use Restriction, home occupations shall be permitted where in compliance with Section 270 of the City of Lee's Summit Guidelines for Home Occupation so long as a proper permit is obtained and its operator shall maintain and preserve the residential character of residential neighborhoods.

**7.020 GARAGE SALES**

Garage sales shall be limited to two annually, per Lot. Signs advertising the sale are prohibited, per 7.060.

**7.030 STORING ITEMS OUTSIDE**

All lots shall be kept free of abandoned or improperly stored items. Improperly stored items and abandoned items include, but are not limited to, furniture, storage containers, ladders, building supplies, auto parts, or other items that would cause unsightly appearance or dangerous conditions that would adversely affect the property and adjoining properties.

**7.040 CONSTRUCTION DUMPSTERS & STORAGE PODS**

Dumpsters being used to dispose of roofing or remodeling debris may be placed by the property owner for a period of not more than ninety (90) days. If the project is completed in less than ninety (90) days the property owner shall have seven (7) days to remove the dumpster. If circumstances are unusual, the property owner may contact the General Manager to request an extension of these times. Dumpsters will not be placed in such a manner as to block ingress/egress into the street. All dumpsters shall be emptied when full, in order to prevent trash and debris from blowing from the unit.

Storage pods may be placed in a driveway for a period of not more than thirty (30) days. If circumstances are unusual, the property owner may contact the General Manager to request and extension of time.

**7.050 SHORT TERM RENTALS PROHIBITED**

Occupants who reside as tenants or lessees of a property, as defined by LPOA's Declaration of Covenants, Conditions, and Restrictions (DCC&R's), Article 1, Section 13, must have a minimum of a twelve (12) month lease. Furthermore, a parcel's Supplemental DCC&R may further restrict renting or leasing a property. Any and all short term rentals are prohibited by the DCC&R's (those being less than 12 consecutive months). The association will enforce this with a \$250.00 fine per occurrence. Per Occurrence is defined as each twenty four (24) hour period or any portion thereof with a twenty four (24) hour duration that a short term rental occurs.

**7.060 SIGNAGE ON RESIDENTIAL PROPERTY**

A. Real Estate Signs. Signs advertising the sale, lease or rent of single-family residences and/or lots, or the sale of multifamily lots, shall be subject to the following limitations and controls:

1. Normally only one sign may be placed for each lot being marketed for sale, lease or rent.
2. Two signs may be placed on any lot bordered by a neighborhood street and the lake (one sign on the street and one sign on the side fronting the lake).
3. Two signs may be placed on any lot bordered by both a neighborhood street and a major arterial roadway (approved list of major arterial roadways include Lakewood Blvd., Lake Dr., Channel Dr., Gregory, Woods Chapel east of Gregory, Dick Howser Dr., Fairway Homes Dr. south of LaCosta), Anderson Dr., Velie Rd., and Lee's Summit Rd.).
4. Two signs may be placed on any lot bordered by a neighborhood street and the golf course (one sign on the street and one sign on the side fronting the golf course).
5. Each sign must be no greater than five square feet in area and must be professionally prepared.

6. Signs must be removed at the time of closing of the sale.
7. One “Open” sign directing prospective buyers to a lot or home for sale, lease or rent may be placed on a corner lot with permission of the lot or home owner where the sign will be placed.
8. “Open” signs may only be used during the actual time the property for sale is open for inspection.

Prior to the imposition of any fines for any Unapproved Signs the LPOA shall provide the owner/member with written warning prior to any further action by the LPOA.

- E. Other Signs – Prohibited. Subject to the foregoing limitations and provisions, the Association through its General Manager reserves the right to approve placement of all signs and to remove all unapproved and/or otherwise prohibited signs. All other signs, excluding Political Signs and Real Estate Signs as provided for above, shall be prohibited.

Prior to the imposition of any fines for any Unapproved Signs the LPOA shall provide the owner/member with written warning prior to any further action by the LPOA.

F. LPOA Signage. As the sign restrictions included in Article VIII, Section 10 of the Declaration of Covenants, Conditions and Restrictions are specifically directed to “residential property”, the LPOA may place permanent or temporary signage upon its common area properties with the prior approval of the Board for sponsored activities, events, clubs, and/or affiliated organizations.

## B. Political Signs

### 1. *Definitions.*

- (a) “Political Signs” shall be defined as any fixed, ground-mounted display in support of or in opposition to a person seeking elected office or a ballot measure excluding any materials that may be attached, or as may be otherwise defined by Section 442.404 RSMo, as amended.
- (b) “Election” shall be defined to include any LPOA, local, municipal, county, state or federal electoral process whereby candidates for office and/or ballot initiatives are being determined.

### 2. *Limitations.* Placement, time, manner, number and size of Political Signs shall be limited as follows:

- (a) Timing. Political Signs may be displayed 60 days prior to the date of the election and removed within 3 days after the election.
- (b) Location.
  - i. All Political Signs must be posted on privately owned property, with the property owner’s permission.
  - ii. Political Signs are prohibited on property owned by the LPOA or the Lakewood Holding Company.

- iii. Political Signs may not be located closer than 11 feet to the paved portion of a street and must be at least 5 feet from any other privately owned property. Sight triangle regulations of the City of Lee's Summit, Missouri may require greater distances at intersections.
  - (c) Number. Only one Political Sign per candidate or political issue is allowed on an individual lot.
  - (d) Size. Political Signs may be a maximum of six (6) square feet in size and may display information on no more than two (2) sides.
  - (e) Display. Political Signs shall not be accompanied by any sound or music, nor shall they have other materials attached to them. Political Signs shall not be allowed if they are in violation of any other applicable statute or ordinance. Political Signs shall not be allowed which threaten the public health or safety of the community.
- 3. *Removal and/or Fine.* Political Signs which do not comply with the Limitations identified above may be removed by the LPOA without liability, and/or may subject the owner/member to daily fines, subject to the following requirements:
  - a) Prior to the imposition of any fines and/or removal of any Political Signs the LPOA shall provide the owner/member with written notice delivered at least three (3) days prior to any further action by the LPOA.
  - (b) The written notice provided for herein shall include the date of the violation, the specific rule being violated and the nature of the violation.
  - (c) Political Signs placed on real property owned by the LPOA or the Lakewood Holding Company may be removed immediately without notice to any party, candidate, owner/member.
  - (d) Daily fines may be imposed by the LPOA beginning three (3) days after mailing of the written notice until such violation has been cured according to the provisions of Rule 10.020 of the Rules and Regulations.
- C. Other Signs – Prohibited. Subject to the foregoing limitations and provisions, the Association through its General Manager reserves the right to approve placement of all signs and to remove all unapproved and/or otherwise prohibited signs. All other signs, excluding Political Signs and Real Estate Signs as provided for above, shall be prohibited.
- D. LPOA Signage. As the sign restrictions included in Article VIII, Section 10 of the Declaration of Covenants, Conditions and Restrictions are specifically directed to “residential property”, the LPOA may place permanent or temporary signage upon its common area properties with the prior approval of the Board for sponsored activities, events, clubs, and/or affiliated organizations.

ARTICLE VIII  
NUISANCE – CRIMINAL ACTIVITIES

8.010 AUTHORITY. Article VIII, Section 4 of the Declaration of Covenants, Conditions and Restrictions for the Lakewood subdivision provides as follows:

Section 4.      Nuisance. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel, unless authorized by the Developer, Architectural Review Board or other governmental or community authority.

8.020 PURPOSE. Establishment of establishes a definition of criminal activities within the LPOA community as a noxious and/or offensive activity constituting a violation of Article VIII, Section 4 of the Declaration of Covenants, Conditions and Restrictions, and creating a system of enforcing the same through penalties and fines imposed by the LPOA Board of Directors.

8.030 DEFINITION. Criminal activities constituting a nuisance under Article VIII, Section 4 of the Declaration of Covenants, Conditions and Restrictions shall be defined as criminal, noxious or offensive activities conducted within the LPOA community which result in disturbance of the peace, tranquility and safety of the residents, and/or their guests and invitees, wherein,

- (a) LPOA staff and/or security personnel are called to the scene by neighboring property owners, members or residents,
- (b) Law enforcement authorities are called to the scene by neighboring property owners, members, residents and/or LPOA staff or security personnel, and
- (c) An owner, invitee or guest of an owner is arrested by a law enforcement authority.

8.040 ONE-TIME VIOLATION.

(a) The LPOA Board of Directors may impose the penalties and/or fines contemplated by this Article VIII for a one-time violation if the factors provided in Section 8.030 above are met and the owner, invitee or guest is convicted of a serious misdemeanor or felony.

(b) Notice of such pending penalty and/or fine shall be delivered to the owner in writing at the direction of the LPOA Board of Directors following the arrest. Such penalty and/or fine shall not become final, due and owing until confirmation that the owner, invitee or guest has been convicted in a court of competent jurisdiction of a Class A misdemeanor or a felony.

(c) If not convicted, the owner can present evidence of the same to the LPOA Board of Directors in which case such pending penalty and/or fine will be removed, subject only to the applicability of Section 8.050 below.

8.050 MULTIPLE ARRESTS.

(a) The LPOA Board of Directors may impose the penalties and/or fines contemplated by this Article VIII for multiple arrests if the factors provided in Section 8.030 above are met on three (3) separate occasions during any six (6) month period of time, regardless of convictions of any Class A misdemeanor or felony for any of the three (3) separate arrests.

(b) Notice of such penalty and/or fine shall be delivered to the owner in writing at the direction of the LPOA Board of Directors following the third (3<sup>rd</sup>) arrest in any six (6) month period of time and shall become final, due and owing immediately upon issuance of such letter.

(c) An owner may appeal any such penalty and/or fine to the LPOA Board of Directors, which such appeal may be heard by the LPOA Board of Directors in closed session at the sole discretion of the owner.

#### 8.060 FINES / PENALTIES.

The LPOA Board of Directors may issue fines and penalties for violations of Sections 8.040 and 8.050 hereof in an amount not to exceed the following:

- (a) Penalty of 12 points, and
- (b) Fines in the amount of \$2,500.00.

### **ARTICLE IX** Reserved for Future Use

### **ARTICLE X** **ENFORCEMENT OF LPOA RULES AND REGULATIONS**

#### 10.010 CITATIONS.

Whenever a violation is observed by Lakewood Community Services Personnel, they shall issue a citation to the offending member, or if the offender is a guest or the child of a member, to the member responsible for the conduct of the offending individual. The citation shall specify the date, time and the nature of the violation(s). In the event violations are committed by guests or members' children the citations may be served on the responsible member by personally serving them or by mailing the citation by first-class mail to the residence address of the responsible member.

#### 10.020 FINES AND ACCUMULATION OF POINTS.

Citations issued by the Lakewood Community Services Personnel shall designate the number of points assigned to the violation(s) cited. Every violation of these rules and regulations shall result in the assessment of three points against the responsible party (either the offender, or the member(s) responsible for guests and children), except that violations which involve a danger of injury to the offender or others shall result in the assessment of the six points against the responsible party. Fines in the amounts below may be assessed for violations:

- (a) First 3-point violation - \$25.00
- (b) Second 3-point violation - \$50.00
- (c) Third 3-point violation - \$100.00
- (d) Subsequent 3-point violation - \$200.00
- (e) First 6-point violation - \$100.00
- (f) Subsequent 6-point violation - \$200.00

#### 10.030 VANDALISM, THEFT, DESTRUCTION OF PROPERTY, OR PHYSICAL ASSAULT ON AN LPOA MEMBER OR STAFF

When it is of record and can be shown that a member, his children, or guest(s) took part in an act of vandalism, theft, or intent to deface or destroy any part of the Association's property, or watercraft stored or moored in the Association's boat slips, common ground or storage areas, or committed an act of physical assault on another LPOA member or a member of LPOA's staff, the assessment shall automatically be 12-points and the cost to repair damages. A violation involving vandalism, theft, or intent to deface or destroy Association's property,

boat slips, and/or any member's watercraft moored therein, or commits an act of physical assault on another LPOA member or a member of LPOA's staff shall result in the following:

- (a) Automatic suspension from use of the lakes, the common area, recreational facilities and voting, along with members of his family and guests for a period of 90 days.
- (b) Removal from the lake and shorelines any and all boats owned by the violator for the duration of suspension.
- (c) If the violator is a current lessee or co-lessee of a boat-slip, the Boat Slip Lease agreement shall be cancelled.
- (d) If the violator's name is recorded on the boat slip waiting list, his name shall be removed and may be added to the bottom of the list at the end of the suspension period.
- (e) If the violator is a co-lessee of a boat slip, his name shall be removed from that agreement and shall not stand to inherit singly said boat slip should the other co-lessee remove from the Association or, for any reason, withdraw from the Slip Rental Agreement.

#### 10.040 SUSPENSIONS AND OTHER SANCTIONS

Whenever the points assessed against a single member during a 12-month period total 12, in accordance with the provision of Rule 10.020, the member may be suspended from using the lakes, the common area, recreational facilities and voting, along with members of his family and guests, for a period of 90 days. If a member shall receive additional points subsequent to a suspension during any one 12-month period, then each additional violation of 3 or more points will result in new, additional 90 day suspensions.

#### 10.050 VIOLATIONS OF SUSPENSIONS.

Any person who shall be suspended pursuant to paragraph 10.040 of these Rules and Regulations shall observe the limitations imposed by the suspension, and shall not enter upon the Lakes, common area, recreation facilities, or, if the suspension shall so provide, allow his family or guests to do so. The violation of a suspension shall constitute grounds for the assessment of points pursuant to paragraph 10.020, and shall be grounds for the consideration of additional sanctions in accordance with the provisions of paragraph 10.040 of these Rules and Regulations as well as Article XV of LPOA's By-laws. When a member is issued a citation justifying the imposition of a fine and the assessment of points, he or she shall be given written notice of the alleged offense and action to be taken by the Association, which shall be mailed to the member's residence by First Class Mail.

#### 10.060 PROCEDURE AND APPEALS.

In accordance with Article XV, Section 5 of the Association By-laws no action shall be taken to assess points, levy fines or impose other sanctions against a member except in accordance with the following procedure:

- (a) When a member has been issued a citation justifying the imposition of a fine and the assessment of points, or when he has accumulated sufficient points to justify suspension or other sanction, he or she shall be given written notice of the alleged offense(s) and the action to be taken by the Association. This notice may be mailed to the member's residence by first-class mail.
- (b) The member shall have 10 days following date of the notice required by subparagraph (a) to request a hearing in front of the Appeals Committee. Such request shall be made in writing to the General Manager. If such a hearing is requested all sanctions shall be stayed. If no hearing is requested the sanctions specified in the notice shall be effective upon the expiration of a 10-day period.
- (c) If a hearing before the Appeals committee is requested, it shall be held at the next scheduled meeting of the Committee from the receipt of the request from the General Manager. At the hearing the member(s) shall be allowed to be present and represented by counsel. He or she may present evidence, call and examine witnesses and cross examine witnesses called for the purpose of establishing the violation(s) as alleged.
- (d) All evidence to be presented to the Appeals Committee shall be presented in the presence of the appellant. If there is an architectural violation, information or input



on the background of the violation shall be furnished by a representative of the ARB/ARC to the Appeals Committee and it shall be received in evidence before the committee in the presence of the appellant. The Appeals Committee shall announce their procedure to all appellants that all evidence will be taken in open session. Decisions in all cases shall be made in open session and announced to the parties, and then shall be mailed to the parties. Requests for continuance of an appeal should be made in writing and received by the Board prior to the start of the hearing.

- (e) The member shall have 10 days, following date of the preliminary decision of the Appeals Committee, in which to request a hearing before the Board of Directors. Such request shall be made in writing to the General Manager. If a hearing before the Board of Directors is requested, the preliminary decision shall be stayed. If no hearing is requested the preliminary decision shall become final and the sanctions recommended therein shall be effective 10 days after the delivery of the preliminary decision to the member(s).
- (f) If a hearing is requested before the Board of Directors, it shall be held at the next regular meeting of the Board, or at a special meeting called before the next regular Board meeting. At such hearing the Board of Directors shall receive and consider the preliminary decision of the Appeals Committee and any testimony or other evidence which the member(s) desire to present.
- (g) Within five days of the hearing the Board of Directors shall render a written decision and cause it to be served on the member(s) personally or by registered or certified mail. The decision shall specify the rules and regulations which have been violated, the acts constituting such violations and the sanction or sanctions imposed. At the option of the Board, the preliminary decision of the Appeals Committee may be adopted by reference as the decision of the Board.
- (h) Upon receipt of the decision of the Board of Directors by the member(s) the sanctions contained therein shall be effective.

#### 10.070 LEGAL PROCEEDINGS TO ENFORCE SANCTIONS.

In the event any member(s) shall fail or refuse to abide by the terms of any Association action regarding fines, suspensions and other sanctions the Association will utilize the courts to enforce the action taken. In such a case the member(s) involved will be responsible for the payment of all costs, attorney's fees, and other expenses incurred by the Association.

07/09/87 Adopted by the LPOA Board of Directors  
Amendment

06/08/89	01/11/90	01/16/92	03/12/92	06/11/92	12/09/93	05/12/94	06/08/95	03/07/96	02/13/97	3/12/98	06/10/99	05/11/00
05/10/01	1/10/02	10/24/02	10/09/03	01/08/04	12/8/05	6/8/06	2/12/09	11/12/09	8/11/11	1/12/12	5/10/12	12/13/12
6/13/13	4/10/13	7/10/14	9/11/14	7/14/16	10/12/17	12/14/17	9/13/18	11/8/18	4/11/19	8/8/19	1/9/20	7/9/20
11/12/20	12/10/20	2/11/21	4/8/21	5/13/21	8/12/21	9/9/21	1/9/25					