

GOOSE CREEK SUBDIVISION COVENANTS AND RESTRICTIONS EFFECTIVE OCTOBER 1ST, 2005



Plat _____

Lot _____

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(Amended December 20th, 2022)

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INTRODUCTION

Goose Creek Subdivision ("Subdivision") was developed for living and recreational purposes for the enjoyment of ("Property Owners"). The purpose and intention of this ("Indenture") is to preserve the Subdivision as a restricted neighborhood and gated community. This protects it against certain uses by adopting a common neighborhood plan ("Covenants") and plat restriction ("Restrictions"). The Covenants and Restrictions apply to all of the land, bodies of water and every parcel included in the Subdivision. This promotes the health, welfare, safety and morals of all Property Owners in the Subdivision. Establishing services and facilities in the Subdivision enhances the value of the land.

The Covenants authorize the Board of Trustees ("Trustees") to maintain the Subdivision and assure that all Restrictions are observed and enforced. The Trustees are authorized to form, establish and maintain a Missouri not-for-profit ("Corporation") under the provisions of Chapter 355 of the Revised Status of Missouri. The Trustees manage the affairs of the Corporation.

These Covenants and Restrictions effective October 1, 2005 supersede any and all previous Restrictive Covenants and Conditions of Goose Creek Subdivision. The Covenants and Restrictions shall run with the land and be binding on all parties claiming any lawful or equitable interest in any real property located within the surveyed boundaries of the Subdivision, whether or not such real property is platted as a Plat and Lot or remains unplatted.

Invalidation to any of the Covenants and Restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect. In the event any court of competent jurisdiction shall determine that any provision(s) of these Covenants and Restrictions shall be invalid or unenforceable for any reason, then that provision(s) so determined shall be deemed to be rewritten in such a manner to achieve, as closely as possible, as the purpose originally intended by such provision(s).

ARTICLE I

POWERS AND DUTIES OF THE TRUSTEES

The Trustees shall execute or exercise all the rights, duties and powers under the terms of the Covenants as directed by a majority of the Trustees, unless otherwise provided in the Covenants. The Trustees shall be the Officers and Directors of the Corporation. The Trustees in their capacity as Directors shall manage the affairs of the Corporation. The Trustees shall be entitled and/or subject to the rights, liabilities, privileges, immunities and benefits afforded to Directors of the Corporation. The Directors of the Corporation are not liable for any debts, liabilities or obligations of the Corporation. The business of the Corporation shall be defined by its Bylaws. In any circumstance where any provision(s) of the Bylaws may conflict with any provision(s) of these Covenants and Restrictions, the terms of the Covenants and Restrictions shall control.

A. POWERS

The Trustees shall have the right and power to:

1. Construct, reconstruct, improve, maintain, remove snow, contract for or repair all areas designated as streets, drives, lanes, trails, roads, parking lots or walkways and repair and maintain the dams and lakes ("Common Ground") in the Subdivision.
2. Plant and care for shrubbery, trees and grass in or upon the Common Ground of the Subdivision.
3. Provide lights on all roadways and Common Ground as may be determined necessary.
4. Grant utility easements in, over or under roadways and Common Ground.
5. Construct, lease, purchase, or in any other manner to construct or provide for sewers or sewerage disposal facilities, drainage, water, gas, electricity, street lighting, telephone service, or fire protection facilities in all or any part of the Subdivision.
6. Provide for and maintain tennis courts, playgrounds, gateways, entrances, drinking fountains, lake streams, and other ornamental or recreational features on the Common Ground of the Subdivision.
7. Care for and maintain any and all lots, including but not limited to lots privately owned by Property Owners and the lake and lakefront in said Subdivision, remove woods and cut grass thereon and to do any other things necessary or desirable in the judgment of the Trustees to keep such property and said lake and lakefront neat in appearance and in good order. Notice of any violation as to such property shall be given by the Trustees in writing by ordinary means at least fifteen (15) days prior to Trustees causing the work to be done. Such notice

shall be addressed to each Property Owner at the address appearing on the Trustees record. The Trustees shall have the right to charge the offending Property Owner a reasonable charge for work done on such property and to execute a notice of a lien reciting the levy of the charge and cause same to be recorded in the office of the Recorder of Deeds, and the charge shall thereafter be a lien against said property and shall bear interest at the rate of fifteen percent (15%) per annum until paid.

8. Construct and maintain such boat dock facilities as may be deemed necessary for the use and benefit of the Property Owners of the Subdivision.
9. Regulate and determine the size of motors to be used on boats on the lake. The Trustees may, in their sole discretion, set aside portions of the Lake at certain periods for the use of water skiing. All boating conducted by any person on the Lake shall conform to the Rules as set forth by:
 - a. Missouri Boating Commission, and
 - b. any regulations established by the Trustees.Any violation of such rules may result in being denied the right to use a lake(s) for boating and/or may be subject to the enforcement of **paragraph 12** below.
10. Refuse the use of all Common Grounds to any Property Owner not in ("Good Standing"). Registration of vehicles, watercraft or recreational type vehicles, ID cards of any type, stickers and guest passes which would imply access to any use of Common Grounds will be withheld from any Property Owner not in Good Standing. (Effective October 3, 2009)
11. To take over properties with delinquent assessments or properties released to them and dispose of such properties to raise revenues for the General Fund. Regardless of any other provisions of these Covenants, the Bylaws of the Corporation, or the provisions of the Missouri Not-For Profit Corporation law (Sec. 355.001 et.seq.) the Trustees shall not have the power or authority to sell, convey, mortgage, pledge, lease as lessor, or otherwise dispose of Common Ground of the Subdivision. Any such action can only take place upon the vote of the Property Owners as provided for in these Covenants.
12. Enforce any and all restrictions of the Covenants including but not limited to:
 - a. **1st Violation:** A written warning will be given to the violator and a notice will be sent to the Property Owner describing the violation(s).
 - b. **2nd Violation:** A written notice will be given to the violator and a notice will be sent to the Property Owner indicating a fine not to exceed \$100.00 has been assessed for each individual violation. For the purposes of this provision, each period of time which a property condition is not remedied shall constitute a separate offense subject to a separate fine.
 - c. **3rd Violation:** The sticker will be removed for the remainder of the year. The vehicle/watercraft will not be allowed in the Subdivision for the remainder of the year.
 - d. Any unpaid fine(s) will be assessed against the property prohibiting said Property Owner(s) from renewing all vehicle stickers, licensed and unlicensed, all watercraft stickers, Owner ID and Family Passes for the following year.
 - e. Based on the seriousness of the offense, the Board may dispense with a 1st Violation or 2nd Violation enforcement measure and assess a fine of up to \$100 and/or remove a vehicle sticker upon the first instance of a violation of the Covenants and Restrictions.
13. Bill the Property Owner for the cost of repair and or legal fees due to any action causing damages to Common Ground. The costs will be assessed after repairs are made.

B. DUTIES

The Trustees shall have the right and the duty to:

1. Enforce the Covenants and ("Plat Restrictions") which are applied to all lots and parcels of land in the Subdivision.
2. Pay any and all taxes which may be levied against the property controlled by the Corporation.
3. Always provide 24 hour Gate Guards.
4. Provide ("Rovers") and security patrol for lakes and beaches, as required.
5. Notify Property Owners in Good Standing of regular and special meetings by U.S. First Class Mail. This notice shall also be placed in the St. Francois and Ste. Genevieve County Newspapers.
6. Establish rules to provide for the safety of all and for the protection of the Common Grounds of the Subdivision.
7. Hold regularly scheduled monthly business meetings, which are open to all Property Owners in Good Standing.
8. The Trustees shall deposit the funds coming into their hands, in a FDIC insured bank. One Trustee shall be designated as treasurer and shall be bonded for the proper performance of his duties.

ARTICLE II

ASSESSMENTS AND OTHER FEES

A. ASSESSMENTS

1. The Trustees have the right and power to make an Assessment upon and against each lot platted in the Subdivision, including any parcels of land in the Subdivision not platted. Said Assessments shall be used to carry out the Duties and Powers of the Trustees as described in Article I, and to enable said Trustees to establish, implement, enforce and defend the Covenants and Restrictions for the betterment of the Subdivision.
 - a. The total Annual Assessment due and payable for each such lot or parcel of land is determined and approved by the Property Owners. Any change to the Annual Assessment shall be presented to the Property Owners at the annual Fall meeting. If approved, the change will be effective January 1 of the next calendar year. If not approved, the Annual Assessment will remain unchanged from the previous year. Changes to the Annual Assessment can also be made at any duly called and held special meeting, pursuant to Article III. The Annual Assessment due and payable on each lot shall be billed as follows:
 1. For each lot with a single owner, the current Annual Assessment amount. (A lawfully married husband and wife shall be considered a single owner)
 2. For each lot with more than a single owner the Annual Assessment amount times the number of single owners listed on the title/deed.
 3. Any approved ("Special Assessments") levied are in addition to the Annual Assessment above unless specifically excluded.
 - b. If, at any time, the Trustees consider it necessary to make any expenditure requiring an additional Assessment, they can present to the Property Owners, an outline of the plan for the proposed project(s) and the amount of Special Assessment(s) requested. If the project(s) and the Assessment are approved at a meeting of the Property Owners duly called and held by the Trustees pursuant to Article III the Property Owners will be notified. The total Assessment levied pursuant to this paragraph shall be in addition to the Annual Assessment provided in Article II.
 - c. The Assessment due and payable upon and against each lot shall be the personal liability of each Property Owner, jointly and severally, thereof. Payment of all Assessments due for any lot or lots of the Property Owner shall be a requirement before ownership privileges are granted. It is the responsibility of any prospective buyer or other transferee of any ownership interest in any real property located within the surveyed boundaries of the Subdivision to determine if there are Assessments outstanding related to such real property. Property Owners are responsible for all current and past Assessments on a lot, even if the Assessments accrued under a previous owner.
2. All Assessments shall be made in the manner and subject to the following terms and conditions:
 - a. Property Owners will be sent statements of Annual Assessments and any Special Assessments due. Statements will be sent by U.S. First Class Mail addressed to the owner of each lot or parcel at the address of record as supplied in writing to the ("Office") by the Property Owner(s). No further notice or service shall be required. Failure to receive a statement does not waive any provisions of the Covenants and Restrictions regarding collection of unpaid Assessments, interest, collection fees, or liens arising from same.
 - b. All Assessments shall be due January 1, and payable on or before January 31 of each calendar year. Assessments not paid when due shall accrue interest at the rate of fifteen percent (15%) per annum. Such unpaid Assessments, interest thereon, and the cost of collection, including any and all attorney fees and attorney costs incurred, court costs and publication costs shall become a lien upon such lot or parcel. Such lien shall attach and be effective on the first day after any such amount is past due. A Notice of Lien may be recorded in the office of the County Recorder of Deeds where such lot or parcel is situated. However, under no circumstances is the recording of a Notice of Lien required for such lien to attach to the subject real property or for such lien to be foreclosed upon. Liens shall continue in full force and effect until said amount is fully paid. Upon payment of such assessment, interest and costs of collection, the Trustees will cancel and release such recorded liens.
 - c. Such liens may be enforced by foreclosure of the same by sale on the courthouse steps, at the St. Francois County Courthouse or the Ste. Genevieve County Courthouse, according to the terms and conditions of Chapter 443, RSMo, and amendments and revisions thereto, as to sales without court order. The Covenants and Restrictions shall be adequate and sufficient instruments upon which such foreclosure sale may be had without necessity of any instrument executed by the Property Owner(s) of such lot or parcel.

- d. In addition, the Trustees are hereby authorized and empowered to initiate legal action against any Property Owner(s) for the collection of any unpaid Assessment, interest thereon, and cost of collection and to seek and obtain from a court or competent jurisdiction a judgment ordering judicial foreclosure by sale on the courthouse steps in the same a manner as prescribed in Chapter 443 RSMo.

B. FEES

1. Cost of Building Permits:

Permits are required for construction or lot improvements of any type or scope. The permit fee is based on type of building permit required. (Effective January 1, 2012)

Full Residence – includes home, well, septic system, excavation	\$75.00
Well or Septic System Only	\$40.00
Any Structure, i.e. carport, shed, deck, etc.	\$30.00
Driveways and/or culverts	\$30.00
All Other Permits	\$20.00

2. Temporary Visitor Pass:

Temporary Visitor Pass: A \$2.00 charge will be collected for each temporary visitor pass. The money collected will be used strictly for roads. There will be no charge for passes if the Property Owner meets their guest and the pass is filled out and insurance can be verified. (Effective October 6, 2012)

3. Other Fees:

Other fees may be charged for services provided as established by the Trustees.

ARTICLE III

VOTING AND ELECTIONS

A. PROPERTY OWNER MEETINGS

1. There shall be two (2) regularly scheduled Property Owner meetings held each year in the Subdivision Recreation Hall, located in French Village, MO. The Spring meeting is held on the third Saturday of March. At the Spring meeting, the Trustees shall provide an account of all financial transactions received, disbursed, and held by them during the previous fiscal year. The Fall meeting is held on the first Saturday of October. The purpose of the Fall meeting is to elect Trustees, make changes to the Annual Assessment amount and for the transaction of any pertinent business required.
2. Any business pertaining to the affairs of the Subdivision can be transacted at any Property Owner's meeting.
3. Notice of regular and ("Special Meetings") shall be given by insertion of a notice in a St. Francois County, MO and Ste. Genevieve County, MO county newspaper seven (7) days before the meetings and posted on the information board at the Subdivision entrance. Property Owners in Good Standing shall be notified by U.S. first-class mail as to the date, time, place and purpose of the meetings.

B. VOTING PROCEDURES

1. Trustees are elected by the Property Owners at the Fall meeting to fill expired terms.
2. Vacated terms can be filled at any regular meeting or at a duly called Special Meeting.
3. Voting to make changes to the Covenants and Restrictions or voting to add Special Assessments for defined projects can only take place at a regular or Special Meeting.
4. Only Property Owners in Good Standing are entitled to vote. Property Owner(s) of a single given lot are collectively entitled to cast one (1) vote for each lot or unplatted parcel. Ballots may be cast in person or mailed to the Subdivision Office.
5. At least 501 Property Owner votes, and a majority of the Trustees, will constitute a quorum. Any vote is passed by simple majority except in circumstances specified otherwise herein.

C. TRUSTEE CANDIDATE QUALIFICATIONS

1. The candidate's name must be recorded on the legal deed for a lot in the Subdivision at the St. Francois or the Ste. Genevieve County Court House and filed at the Subdivision Office.
2. All Assessments/fines must be paid in full by January 31 of the current year.
3. Each candidate must be eligible to be bonded.
4. The candidate must be in compliance with the Covenants and Restrictions in all aspects of their ownership and/or use of any lot or parcel within the Subdivision.
5. The ("Election Committee") must certify that each declared candidate meets the qualifications required to stand for election. Absent such certification, the declared candidate is ineligible to assume the role of Trustee and may not appear on the official ballot nor be elected as a write-in candidate.
6. Employees of the Subdivision and their ("Immediate Family") shall not be permitted to serve as a Trustee.
7. Only one member of an immediate family may serve as trustee. Trustees seated prior to January 1, 2011 are exempt from this provision. (Effective January 1, 2011)

D. TRUSTEE ELECTION PROCEDURES

1. The ("Board") consists of nine (9) Trustees and one (1) Alternate Trustee elected by the Property Owners of the Subdivision.
2. The certified candidate(s) that receive the highest number of votes as determined by the Election Committee shall be deemed elected. Upon their acceptance in writing, they join the Board.
3. The certified candidate with the highest number of votes after those elected shall be the Alternate Trustee. The Alternate shall be elected for one (1) year. The Alternate Trustee shall attend all Board meetings, but does not have a vote. In the event a Trustee is unable to discharge his/her duties for any reason, the Alternate Trustee shall take office until the next election of Trustees.
4. When elected, the candidates must be bonded through the Subdivision corporate bond prior to taking office and throughout their term or they will be disqualified. (Effective January 1, 2009)
5. Trustees are elected for a three (3) year term except when filling an unexpired term of the Trustee whose office is vacated.
 - a. If at any time a position is vacated before the term is expired, the trustee sitting with less than a three (3) Year term, and the next highest number of votes shall step in to fill out the remainder of the vacated term, effective immediately, up to a maximum of no more than 3 years. (Effective October 5, 2019)
6. Trustees shall be elected for no more than two (2) consecutive terms. They must wait three (3) years before they are again eligible. A term shall consist of any time served, be it a full term, filling a vacancy, or an alternate Trustee position.

E. PETITION AND RECALL PROCEDURES

1. PETITIONS BY PROPERTY OWNERS

- a. Property Owners have the right to petition for a change in the Covenants & Restrictions or to recall a Trustee.
- b. Each page of the petition must be on the authorized form, must be signed by the petitioner and notarized showing that the petitioner witnessed each Property Owner signature.
- c. The petition must have the signatures of 501 Property Owners in Good Standing. A Property Owner is entitled to sign any one petition only one time regardless of number of lots owned.
- d. The Trustees shall present this request in the form of a ballot at the next regular meeting providing the petition was submitted to the Board sixty (60) days prior to the meeting. If the petition is not submitted within this time frame, the petitioner can request a ("Special Election"), but will incur the total cost of the election, including but not limited to scheduling, calling and noticing the Special Election, payable at time petition is presented.

2. BOARD RECALL OF A TRUSTEE

The Board can present a ballot to recall a Trustee. A recall ballot by the Board must be approved by a 2/3 majority vote of the Trustees.

3. REQUIREMENTS FOR ANY RECALL PETITION OR BALLOT

- a. A Trustee can be subject to recall (removal from the Board) for any of the following reasons:
 1. Failure to perform the duties prescribed by the Covenants and Restrictions and the Bylaws of Goose Creek Lake Trustees, Inc. An explanation of the reason for recall will be sent to all Property Owners in Good Standing. Any response from the Trustee named in the petition will be included.
 2. Valid proof of conflict of interest.
 3. Valid proof of misappropriation of funds.
- b. The petition must include the reason for recall of a Trustee. Only one (1) Trustee can be named per petition. No more than three (3) Trustees can be subjected to recall in a year.
- c. The vote to recall must be at least one (1) vote more than that Trustee's last recorded election vote.
- d. Any petition to recall a Trustee must also comply with all provisions of Section E.1 above.

ARTICLE IV

SAFETY AND PERSONAL CONDUCT

All Property Owners and their guests are obligated to follow, at all times, the Rules pertaining to safety and personal conduct.

A. WITHIN THE SUBDIVISION

1. Missouri State fishing laws apply, except "unattended" fishing devices are not allowed in any lakes in the Subdivision. "Unattended" means traps, capture netting, trot lines, jug rigs, etc. (*Amended Oct. 6, 2007*)
2. Hunting (including the use of firearms) is allowed with the written permission of the Board of Trustees. Hunting must comply with all local, state and federal regulations, in order to control the overpopulation of Canada Geese. (*Amended Oct 3, 2015*)
3. Trapping allowed only with the written permission of the Board of Trustees.
4. No firearms of any type shall be discharged except by a Security Officer or a Law Enforcement Officer in the performance of his duty.
5. All guests must be accompanied at all times by a Property Owner in Good Standing when on any common ground or facility.
6. No littering on any common ground or in any facility. Place all trash in containers provided for that purpose.
7. No garbage, trash or rubbish shall be permitted to accumulate upon any lot.
8. No commercial signs advertising any good or service offered for sale, excepting real estate signs indicating a specific lot is "for sale", may be placed or maintained on any non-commercial lot. No signs may be larger than six (6) square feet. Notwithstanding the foregoing, contractor signs indicating the identity of a contractor performing work on a specific lot may be displayed on the lot where the work is being conducted and only for the duration of the validity period of the construction permit issued by the Goose Creek Subdivision Office. (*Amended 10/07/2017*)
9. The property owner/group authorized to use the Rec Hall will determine whether it will be a smoking or non-smoking event. (*Effective October 3, 2010*)

B. BEACHES, LAKES AND POOL

1. Swimmers shall swim at their own risk.
2. Trustees shall not be responsible for lifeguard service at the beach, pool, ponds or lakes.
3. No person shall swim in the nude, or be inadequately clad.
4. All beaches and swimming areas close at 10:00 p.m.
5. Swimmers must comply with reasonable requests or directions from Security Officers or Lake Patrol.
6. Only Property Owners and their guests shall be allowed to swim in the lakes or pool.
7. Water skiing shall be permitted only from 8:00 a.m. to 8:00 p.m. or sunset if earlier.
8. The entire lake is a no wake zone from 8:00 p.m. to 8:00 a.m.
9. No fishing permitted within swimming areas.
10. No glass containers are allowed on any beach or within swimming area.

C. ANIMALS

1. Pets must be leashed or kept in an enclosure.
 2. No pet shall be allowed in the water, or in the immediate beach or pool area except for ("Certified Service Animals").
 3. All animals kept in the Subdivision must have all health inoculations currently considered adequate and necessary to protect the health and well-being of the animal and any person they might come in contact.
 4. No livestock or exotic animals may be kept or maintained on any lot, except one (1) horse may be kept on any single lot of one (1) acre or more in size.
 5. Horses may be ridden only on the roads or designated trails.
 6. The Property Owner shall be responsible for any mess or nuisance caused by their animals.
- D. The Board shall be empowered to issue additional rules and regulations designed to enforce these Rules of Safety and Personal Conduct and to establish fines and other remedies for the violation of these Rules.

ARTICLE V

MOTORIZED VEHICLES

All persons operating a motor vehicle within the Subdivision shall comply with:

- the rules as set forth in the Statutes of Missouri, and
- the Covenants and Restrictions.

All operators shall be responsible for knowledge of all such regulations. All motor vehicles used within the Subdivision must be registered. The Property Owner must submit or meet and maintain all requirements set out in this Article V.

A. SUBDIVISION VEHICLE REGISTRATION REQUIREMENTS

1. Property Owner in Good Standing;
2. Registration or proof of ownership of the vehicle;
3. Proof of current liability insurance;
4. The Property Owner must sign a statement of responsibility and liability.
5. The sticker issued by the Subdivision must be affixed to the vehicle and be clearly visible to Security personnel. Your ID card will be updated to show proper registration and the gate ID card readers will allow entry. (Effective October 3, 2009)

B. OPERATIONAL REQUIREMENTS

1. All motorized vehicles must be equipped with the appropriate muffling systems to keep noise at a reasonable level. The muffling system must be in good working order, not modified or defective in any way and in accordance with manufacturers' specifications and Missouri State regulations, if applicable. (Effective October 6, 2012)
2. Motor vehicles may be operated only on areas designated as roadways, or on your personal lot(s).
3. Speed limit for all vehicles is twenty (20) miles per hour, except as otherwise posted.
4. Quiet time" for all motorized vehicles is between midnight and 7:00am. (Added effective October 2, 2010)

C. VEHICLES REQUIRING A STATE LICENSE

1. All vehicle operators must have a valid, state issued, operators license.
2. A motor vehicle without a sticker may be operated in the Subdivision for temporary periods only. Permission will be revoked immediately for any violation of the Covenants and Restrictions.

D. VEHICLES REQUIRING STATE REGISTRATION

Motor bikes, ATV's, dune buggies, and any other vehicle that is restricted by law from operating on public roads must be registered with the Subdivision.

E. OTHER VEHICLES

Golf carts, go-carts and any other motorized vehicles of two (2) or more wheels that do not require state registration or licensing must also be registered with the Subdivision.

F. REQUIREMENTS APPLIES TO CATEGORY D AND E TYPE VEHICLES

1. Safety flags must be attached to vehicles while in use in the Subdivision.
2. Persons under the age of eighteen (18) operating or riding on an ATV must wear a safety helmet. (Effective October 4, 2014.
3. All operators less than sixteen (16) years of age must be accompanied by and under the direct supervision of a parent or guardian.
4. Vehicles may be operated within the Subdivision only during daylight hours unless equipped with a headlight and taillight visible at a distance of 200 feet. (Modified effective October 2, 2010)
5. The maximum number of Type D and E motorized vehicles a Property Owner can register is three (3) per lot. Two (2) additional vehicles can be registered for a fee of \$25.00 each per year plus the cost of the stickers. This registration fee will be used strictly for road repairs. This is effective for the 2009 registration and thereafter.

G. COMPLIANCE

Failure to comply with this Article is subject to fines described in **Article I** and may result in revocation of your sticker and removal of the vehicle from the Subdivision.

ARTICLE VI

WATERCRAFT

All watercraft, which includes boats, water vehicles, personal watercraft, motorized and non-motorized, must be operated to comply with:

- the regulations of the Missouri Boating Commission, and
- the Covenants and Restrictions.

All watercraft operators are responsible for knowledge of all such regulations. All watercraft used within the Subdivision must be registered with the Subdivision. The Property Owner must submit or meet and maintain all requirements set out in this Article VI.

A. REGISTRATION REQUIREMENTS

1. Property Owner in Good Standing;
2. Registration or proof of ownership of the watercraft;
3. Proof of current liability insurance;
4. Sign a statement of responsibility and liability for a current Goose Creek watercraft sticker to be issued by the Subdivision; and
5. The sticker must be affixed to the watercraft and be clearly visible to Security personnel.(Effective October 1, 2011)

The maximum permissible number of motorized watercraft per lot is two (2) except that a third motorized boat sticker may be allowed for a fee of \$500.00 per year with unanimous Board of Trustee approval.

B. OPERATIONAL REQUIREMENTS

1. All motorized watercraft must be equipped with the appropriate muffling systems for the boat to keep noise at a reasonable level. They must be in good working order, in accordance with manufacturers' specifications and Missouri State regulations. (Effective October 6, 2012)
2. Pontoon boats and sailboats equipped with outboard motors may not exceed 28 feet in length. All other motorized watercraft may not exceed 22 feet in length. All boats equipped with outboard motors are limited to 230 horsepower as shown on the title or registration except sailboats. Motors on sailboats are limited to 60 horsepower. Any boat that exceeds these limits that was properly registered with the Subdivision prior to October 6, 2007, will be exempt from these limits. (Effective October 5, 2013)

3. Any watercraft operator that switches the muffler system to above water exhaust **or fills ballast tanks or takes other measures to make excessive wakes** will have the sticker removed and the boat must be removed from Goose Creek Subdivision for the remainder of the year. In addition, the Property Owner will be subject to a fine of up to \$100.00. (Effective January 1, 2019).
4. All watercraft shall operate at a speed that produces no wake from 8:00 p.m. (or sunset, if earlier) until 8:00 a.m.
5. All watercraft operated after 8:00 p.m. (or sunset, if earlier) shall use navigation lights.
6. Airboats driven by motorized fans or air propellers are not permitted.
7. No watercraft with a toilet shall be registered unless equipped with a U.S. Coast Guard approved holding tank.

C. COMPLIANCE

Failure to comply with this Article is subject to fines as described in **Article I** and may result in revocation of your sticker and removal of the watercraft from the lakes and/or the Subdivision.

ARTICLE VII

PLAT RESTRICTIONS – BUILDING – CONSTRUCTION – COMMERCIAL

A. PLAT RESTRICTIONS

Restrictions pertaining to specific types of Residential use can be found in the ("Plat Restrictions").

B. BUILDING – CONSTRUCTION

1. Permits are required for construction or lot improvements of any type, including required construction plans.
 - a. No construction shall begin or be completed until the application has been approved in writing by the Trustees.
 - b. The approval notice must be posted on the property until construction is completed.
 - c. The Property Owner must advise the Construction Contractor that work cannot begin until the approval is posted. If construction commences prior to approval the Property Owner will be subject to fines.
 - d. Permits are not required for landscaping or routine repairs.
2. No part of any structure shall be nearer than 25 feet from the front property line or the lake, if lake front property. The distance from all other property lines shall be no closer than 10 feet. (Effective October 5, 2013.)
- 2a. Variances to property boundary line setbacks shall be considered if all Property Owners with adjoining lots to the affected boundary under consideration agree to a variance. The variance arrangement must be presented to the Goose Creek Lake Trustees, and/or their agents, along with a copy of the survey for the affected property line by the requesting party. The request must be signed by the affected parties and witnessed by the Goose Creek Lake Trustees and/or their agents. (Effective October 1, 2022)
3. A boat house may be constructed separately and shall be of neat construction and of a character that enhances the value of the property. It shall conform to all requirements that apply to boat docks. (Effective October 5, 2013.)
4. All structures shall be of neat construction and of a character that enhances the value of the property. These will include residences, garages, pole barns, storage sheds, portable toilets, pavilions, carports, etc. (Effective October 5, 2013.)
5. A temporary storage shed/trailer may be placed on any lot prior to construction of a residence. It shall be neat in appearance and must be removed when the residence is completed or building permit has expired. (Effective October 5, 2013.)
6. When any improvements for residential use that include bathroom facilities are erected on any lot owned in this Subdivision, the Property Owner shall at the same time construct and install adequate sewerage disposal facilities as approved by the State of Missouri and the respective county, i.e. St. Francois or Ste. Genevieve.
 - a) Whenever any property in the Subdivision that has sewerage disposal facilities changes ownership, the property owner shall at the same time, obtain an inspection of the facilities from a certified sewer inspector. A copy of the inspection must be provided to the Trustees.
 - b) Whenever any sewerage disposal facility has a failure, the property owner shall immediately make the necessary repairs to correct the problem:
 - Permits must be obtained from the Subdivision and the respective county for the repairs;
 - Within 30 days of the initial warning, arrangements must be made to correct the problem;
 - Within 60 days of the initial warning, the problem must be completely corrected;

- All repairs must be done by state certified installers and approved by the respective county health department. (Added Effective January 1, 2011)
7. No debris, trash, or unsightly accumulation of materials shall be allowed to remain on the premises and there shall be no outside storage facilities for any of the aforementioned.
 8. All materials used for the construction of the outside of any structure shall be new. Construction must be completed within six (6) months from the date the permit is approved.
 9. No residence shall be constructed on any lot or tract in this Subdivision with less than 600 square feet of floor space, excluding porches, decks and porticoes. No basement shall be occupied until the residence is completed.
 10. All plans for building new boat docks, or plans for the repair and renovation of existing boat docks must be submitted to the Trustees for approval. Boat docks may use plastic, or any other types of non-corrosive drums which have been triple-washed, and cleaned of all foreign substances and chemicals. No steel barrels or metal drums shall be used. All lakefront properties with electrical service at or near the waters' edge, including boat docks, either floating or stationary, are required to have an electrical safety inspection performed by a qualified individual by May 1, 2017 or whenever lakefront property changes ownership.
 - a. All wiring methods and conductors shall be suitable for wet locations;
 - b. Disconnect at shore shall be 42" above finish grade and accessible at all times for emergency personnel;
 - c. All dock feeds at or beyond Emergency disconnect switch must be GFCI protected;
 - d. A Dock Wiring Inspection Sheet (available at Office) must be completed and returned to the Office.
 Results of the inspection must be submitted to the Office for review. Any failed inspections must either be corrected within 90 days of the inspection or electrical service must be removed from the affected area. This change is effective October 1, 2016 and applies to all lakefront properties, regardless of when electrical service was added.
 11. Construction equipment or construction materials shall not be stored upon any lot in Goose Creek. Permits for outside storage of construction material or equipment shall be issued as reasonably necessary for building construction, but not for periods longer than six (6) months.

C. RECREATIONAL VEHICLES

1. Recreational vehicles and tents may be kept on a lot and must be in accordance with the Plat Restrictions.
2. Any single-wide mobile home presently located on portions of the Subdivision not designated for single-wide use shall be allowed to remain on the lot until the property is transferred from its present ownership or existing single-wide mobile home is removed from the lot. Further use of a single-wide mobile home shall not be allowed.

D. COMMERCIAL

1. There shall be no commercial facilities in the Subdivision except in the areas zoned for or specified for commercial use. Any commercial use presently existing in areas not specified for commercial use, shall be allowed to continue until:
 - a. use is discontinued for a period of time in excess of sixty (60) days;
 - b. the property is transferred to a new owner.
2. Property Owners of commercial lots are responsible for their own trash removal. Commercial trash may not be placed in the Subdivision containers. Commercial lots may use outside containers.
3. No commercial signs may be placed on any lot except in the area specified for commercial use.

E. COMPREHENSIVE PLAN FOR COMMERCIAL USE DESIGNATION

1. Comprehensive Plan: An unplatted parcel within the surveyed boundaries of the Subdivision may be deemed to be "specified for commercial use" upon the decision of the Board. When designating a parcel for commercial use, the Board shall specify the nature and extent of the commercial use authorized based on the following guidelines:
 - a. The commercial activity authorized must be limited to provide commercial goods or services principally to customers who are Property Owners. No commercial activity may be authorized which will directly result in added customer traffic through the Subdivision gates; and
 - b. Hours of operation of any commercial use authorized shall be limited to minimize nuisance to Property Owners of the Subdivision; and
 - c. All building authorized must conform to the Covenants and Restrictions of the Subdivision with respect to setbacks and location and construction materials and maintenance of improvements on any such property

as well as all other Covenants and Restrictions governing rights and duties associated with property ownership in the Subdivision; and

- d. No agricultural use may be authorized, except as otherwise expressly allowed elsewhere in the Covenants and Restrictions; and
 - e. No multi-family dwelling will be authorized; and
 - f. Any single family residential improvements authorized must comply with all provisions of the Covenants and Restrictions in the same manner as applies to any non-commercial use designated lots; and
 - g. Notwithstanding any provision in Article VII Section 1 to the contrary, the Board may designate a parcel of unplatted property or common ground within the Subdivision for a specific commercial use, including but not limited to a cellular telephone tower.
2. No new commercial use of any parcel of property within the surveyed boundaries of the Subdivision may occur unless and until the parcel is specifically designated by the Board for the particular commercial use specified.
 3. The Board shall make such designation by entry into the minutes of the meeting wherein such designation was approved. The entry into the Minutes shall be detailed as to the specific use permitted and shall include a full legal description of the parcel or property affected by the designation. No designation made by the Board may permit any type or scope of use which fails to comply with the general guidelines set forth in Article VII. Section E.1.
 4. Once a parcel of property is designated for a specific commercial use and after such designated use is in fact initiated, such designation shall run with the land and be binding on successor Boards and owners of such property. After the specific designated use has been initiated by the Property Owner, the Board may designate the same parcel of property, or any part thereof, for non-commercial use or for different type or scope of commercial use which is more restrictive than its prior designation only if the prior designated commercial use is discontinued for a period in excess of sixty (60) days.

GLOSSARY - DEFINITION OF TERMS

- Board** – Trustees that manage the operations of the Subdivision and the affairs of the Corporation
- Certified Service Animal** – any animal trained to provide assistance to an individual with a disability
- Common Ground** – all property, features and buildings in the Subdivision controlled and maintained by the Trustees for Property Owner use
- Conflict of Interest** – a conflict between the private interests and the official responsibilities of a Trustee
- Corporation** – a lawful organization established for ease of operation and for the protection of the Subdivision and its Property Owners
- Election Committee** – Property Owners in the Subdivision appointed by the Trustees to oversee elections
- Good Standing** – Property Owners who have paid all billed assessments, liens and fines and are in compliance with the Covenants and Restrictions
- Immediate Family** – children, grandchildren, parents, grandparents, brother, sister or spouse related by blood or marriage
- Indenture** – legal term for the Covenants and Restrictions
- Office** – Administration building of the Subdivision and the Corporation
- Plat** – a tract of land surveyed and subdivided into lots, streets, common ground and other features registered at the County Court House, as part of the Subdivision
- Plat Restrictions** – rules filed with the applicable county which controls the use of lots platted in the Subdivision
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- Property Owner** – one who holds a legal deed to lot(s) which are in the Subdivision and the deed is registered at the Office
- Quiet Time** – a time period when noise levels of all types are reduced for the consideration of all Property Owners of the Subdivision. Types of noise subject to reduction are those from stereos, radios, motorized vehicles of all types, construction equipment, lawn equipment, etc. (Added effective October 2, 2010)
- Residence** – an approved structure built to use as a primary or secondary home
- Rover** – a mobile patrol that may consist of Goose Creek Security Personnel and/or commissioned deputies, whether paid or unpaid
- Special Assessment** – an amount charged upon and against all lots and parcels in the Subdivision for specific needs or projects as approved by Property Owner vote
- Special Election** – called by the Trustees or by an approved Petition of a Property Owner
- Sticker** – registered identification issued by Goose Creek affixed to motorized vehicles and watercraft
- Special Meeting** – any Property Owner meeting called to address special issues
- Subdivision** – any real property located within the surveyed boundaries of the Subdivision including platted and unplatted parcels of land
- Trustee** – a Property Owner elected to uphold the Covenants and Restrictions