



Treasure Lake RV Resort Camping Club, Inc.

DECLARATION OF RESTRICTIONS

AND

BYLAWS

A Missouri Not-For-Profit Corporation

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**DECLARATION OF RESTRICTIONS
OF
TREASURE LAKE RV RESORT CAMPING CLUB**

A Missouri Not-For-Profit Corporation

THIS DECLARATION is made as of the 15th day of April, 1982 by TREASURE LAKE VACATION RESORT, A LIMITED PARTNERSHIP (herein called "Declarant"), and relates to certain real estate located in the County of Taney, State of Missouri legally described in Exhibit A attached hereto and incorporated herein by this reference.

WITNESSETH:

WHEREAS Declarant is the owner of certain real estate (the "Property") described in said Exhibit A attached hereto, and intends to develop said real estate as a recreational vehicle park and campground resort, and

WHEREAS, Declarant further intends to sell 7,500 memberships (and no more) in a campground club to be formed for the benefit of such members, which memberships shall have the right to a 1/7,500 undivided interest in the property which shall be shared in common with all such members, and

WHEREAS, Declarant desires hereby to impose, upon such Property and such undivided interests therein mutual and beneficial restrictions, covenants, conditions, and charges under a general plan for the benefit of all owners of such memberships and the undivided interests and future owners of the same.

NOW THEREFORE, in consideration of the premises, Declarant, for itself, its successors, assigns and all future grantees does hereby impose, create, and place upon the land described in Exhibit A the following reservations, conditions and covenants, any and all which are hereby termed "Restrictions". All of said Restrictions are made jointly and severally for the benefit of and shall be binding upon the present title holder to said lands, as well as all other persons, firms, or corporations, who may from time to time, own, hold, lease, rent or purchase said lands, or any part thereof, and their respective heirs, assigns, and successors, said Restrictions to operate as covenants running with said lands into whosoever hands they or any part of them shall come; and same are hereby made and declared to be easements and cross-easements in fee and annexed to said lands, and this shall be so even if said Restrictions are omitted from any deed or instrument of conveyance of said lands, or any part thereof. Said Restrictions shall be construed independently and in event that any of them shall be declared void and for any reason unenforceable, the validity and binding effect of any other of said Restrictions shall not be thereby impaired or affected. Said Restrictions shall not be so construed that the waiver or failure to enforce any breach of any Restriction shall be considered as waiving the necessity for the observance or the right of enforcement of any subsequent breach of the same or other of said Restrictions. Said Restrictions shall be enforceable by sale of the property as hereinafter provided, injunction, mandamus or other proceedings at law or in equity against any present or future party infringing, violating, attempting to infringe or violate, or omitting to abide by said Restrictions, and in addition thereto any present or future owner or owners, occupant or occupants, of said lands or any part thereof, may recover damages for the breach, infringement or violation of any said Restrictions.

ARTICLE I

Definitions

In addition to the terms elsewhere defined, the following terms shall have the following meanings whenever used in this Declaration:

A. Club: Treasure Lake R.V. Resort Camping Club, a Missouri not-for-profit corporation organized to manage and operate the Property for the benefit of its members who shall be owners of the 7,500 memberships and Undivided Interests, including Declarant.

B. Articles: The Articles of Incorporation of the Club, as amended.

C. Bylaws: Bylaws of the Club, as amended.

D. Campground: The Property, as described in Exhibit A, and all improvements constructed thereon.

E. Declarant: A Limited Partnership here before named, a Missouri corporation.

F. Member: A Member of the Club having rights described herein and pursuant to the Bylaws owning a 1/7,500 divided interest in the real estate described in Exhibit A.

G. Property: All the real property described in Exhibit A together with all improvements thereon and any tangible personal property which may be owned by the Club.

H. Restrictions: The limitations, restrictions, covenants, terms and conditions and equitable servitude's set forth herein as the same may, from time to time be amended, supplemented and modified.

I. Undivided Interest: A 1/7,500 interest in the real estate described in Exhibit A attached hereto conveyed with each membership in the Club.

ARTICLE II

Use of Property

A. The Property described herein shall be used solely for camping, picnicking, hiking, sports and other recreational uses authorized by Treasure Lake R.V. Resort Camping Club, in accordance with rules and regulations which may be established from time to time by the Club.

B. No above-ground or underground structure or fixture of any kind or nature and no fences of any kind shall be created, maintained, or permitted upon any portion of the Property described herein except those improvements and fencing presently constructed, being, or to be, constructed by Declarant or the Club without prior consent of three-fourths of the Members. No Member, guest or person whomsoever shall place, store or keep or permit to be placed, stored or kept, upon any portion of the Property described herein, any vehicle or any building material or property of any kind or nature without prior permission of the Board of Directors of

Treasure Lake R.V. Resort Camping Club, except the storage of recreational camping vehicle in the storage area provided.

C. A non-exclusive and reciprocal right and easement is reserved to each Member to use and enjoy each and every portion of the Property described herein for the purpose described above in paragraph A subject to the rules as set forth by the Club. No Member shall hinder or obstruct the use and enjoyment thereof by any other such Member or his guest for such recreational purposes.

D. No portion of the Property described herein shall be used in such a manner as to obstruct or interfere with the enjoyment of the Members, or annoy them by unreasonable noises or otherwise, nor shall any nuisance or immoral or illegal activity be committed or permitted to occur on the property.

E. No Member may erect or place on any camper, tent, auto, truck, motor home, etc., any sign or post any notice at any location on the property offering Membership for sale. At such time as Declarant has sold at least 99% of the memberships in the Club, Members may offer their Membership and Undivided Interest for sale through the Club or post said sales offer on a bulletin board provided for such sales in the Club House.

This restriction is not intended to prevent Members from selling or otherwise transferring the title of their interest and membership to purchasers that they themselves have secured or that have been secured independently from the efforts of the Declarant or the efforts of other members of the Club.

F. No member, his guests, invitees or family, other than employees of the Declarant or the Club may occupy the Property on a permanent basis. Permanent occupancy shall be construed to mean occupancy of the Property on any one (1) or more campsites for more than fourteen (14) days without changing location or occupying any area of the Property (other than space in the camper storage) for more than twenty-one (21) days in any thirty (30) day period. Further, no member shall use the Club address for voter registration purposes, as his principal place of residence or business or his permanent mailing address.

ARTICLE III

Treasure Lake Vacation Resort Camping Club

A. To manage and operate the Property for the mutual benefit of the Members in accordance with these Restrictions shall be created Treasure Lake Resort Camping Club, a Missouri not-for profit corporation.

B. Each purchaser of an undivided interest shall automatically become a member of said Treasure Lake R.V. Resort Camping Club upon receipt of payment and approval of his or her application by an officer of the Declarant.

C. All present and future members their guests and invitees and all other persons who may use the facilities of the Property in any manner are subject to the Restrictions, the Articles of Incorporation, the bylaws and rules and regulations of the Club, as they may be amended and established from time to time. The acceptance of a membership or deed of conveyance of an Undivided Interest shall constitute an agreement that these Restrictions, the bylaws and the rules and regulations as they may be amended from time to time, are accepted, ratified and will be complied with.

D. The Club, its successors or assigns, shall have the sole and exclusive right and duty to manage, operate, control, replace or restore all of the improvements, equipment, trees, shrubbery, plants, and grass on the Property; provided, however, said exclusive right and duty may not be assigned by the Club without the approval and ratification of the owners of three-fourths of the Memberships in the Club. The exclusive right and duty aforesaid shall continue until revoked by the agreement of the owners of three-fourths of the Memberships in the Club. No revocation shall be effective unless the same is in writing, signed by all of the owners agreeing thereto and recorded in the office of the Recorder of Deed where this instrument is recorded.

E. The Club in its sole and absolute discretion, and as more fully set forth in its Articles of Incorporation and Bylaws, shall have the authority and power to:

1. Levy and collect fees, dues, taxes and assessments from its members.
2. May establish a reserve fund for such purposes as the Board may approve.
3. Shall care for open spaces in the Property and remove and destroy any noxious weeds, underbrush, rodents and any unsightly or obnoxious thing there from, and all other things and perform any labor necessary or desirable to keep and maintain said open spaces and the land contiguous and adjacent thereto neat and in good order.
4. Shall pay the taxes and assessments, if any, which may be levied by any governmental authority upon the Property and improvements thereon; provided, however, in the event there are not sufficient funds in the Club to pay same, the Club shall immediately assess each member for his proportionate share of such taxes or assessments. It is generally believed that the monthly dues shall be sufficient to pay all taxes and operating expenses of the Club.
5. Shall enforce charges, restrictions, rules, conditions and covenants existing upon and created for the benefit of the Property of the Members, and shall pay all expenses incidental thereto; shall enforce the decisions and rulings of the Club, and pay all of the expenses in connection therewith; and shall reimburse Declarant under any declaration of conditions, covenants, restrictions, assessments or charges affecting the Property, or any part thereof, for all costs and expenses incurred or paid by it in connection with the enforcement of any of the conditions, covenants, restrictions, charges, assessments or terms set forth in any such declaration;
6. Shall provide for the maintenance of all Club buildings, recreational vehicle park, equipment and other community features constructed on the land set aside for the recreational use of the Members of the Club, and improve, light, provide for, beautify, and maintain private roads and driveways, parks and other spaces, including all grass plots, park strips, and other planted areas and trees and shrubs in the property described herein, all of which shall be maintained for the general use of its members;
7. Shall procure and provide for fire and other hazard insurance covering all improvements on the property and public liability insurance, with cross-liability endorsement to cover negligent injury by a Member to another, and to pay the premium therefore;
8. May expend the monies collected by the Club, from dues, assessments or charges and other sums received by it for the payment and discharge of all proper costs, expenses and obligations incurred by it in carrying out any or all of the purposes for which it is formed;

9. Subject to the approval of the Board of Directors of the Club may borrow money, may mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and do any and all things that a corporation organized under the laws of the State of Missouri as a not-for-profit corporation may lawfully do, and generally may do and perform any and all other acts which may be either necessary for, or proper or incidental to, the exercise of any of the foregoing powers, and such powers as are granted by the provisions of the laws of the State of Missouri to a not-for-profit corporation.

10. May acquire by gift, purchase, or otherwise may own hold, enjoy, lease, operate, maintain, and may convey, sell, lease, transfer, mortgage, or otherwise encumber, dedicate for public use, or otherwise dispose of personal property in connection with its business; provided, however, that the Club shall not acquire any real property by purchase or lease without first obtaining the written consent therefore from sixty-six and two-thirds (66-2/3%) percent of the voting members, including the vote of Declarant.

11. May, without limitations of its general powers, contract with others for the maintenance, operation, construction or reconstruction of the Property or any improvements thereon; provided, however, the Club shall not enter into any such contract with Declarant or its successors in interest which binds the Club, or its members, for a period in excess of one (1) year, unless reasonable cancellation provisions are included in the contracts, from and after the time Declarant has completed construction of the improvements presently under construction the property described herein, performed all of its obligations to the Club and conveyed the ownership of 99% of the Memberships.

12. Shall establish such rules and regulations covering the use of all the Property and the facilities under its control or management, not inconsistent with these Restrictions, and as may be necessary or convenient to discharge the duties and responsibilities imposed upon it. Such regulations may, among other things, control any activities which might otherwise detract from the appearance of the Property or offend or cause any inconvenience or danger to persons visiting therein.

The Directors of the Club may set certain limitations as to the general use of the various types of campsites located on the Property so as to best utilize these facilities as well as all other Club facilities on a fair and equitable basis for a majority of the Members.

Such rules may further provide for suspension of rights or privileges or for charges or assessments for violation of such rules including, without limitation, the cost of correcting any violation thereof; provided, however, no suspension for rules violation shall be effective for more than 30 days, without a hearing before a committee designated by the Board of Directors of the Club.

A copy of the existing rules of the Club shall be given to each purchaser of a membership and undivided interest in the Property subject to these Restrictions together with a copy of these Restrictions at the time of such purchase, and each purchaser shall acknowledge receipt thereof. After December 31, 1986, such rules may be changed upon affirmative vote of not less than three-fourths of the Members of the Club. Before such date, said rules may be changed only by the Board of Directors of the Club. Notice of any such change shall be forwarded to all of the Members of the Club at least five (5) days prior to the effective date thereof.

Any rule established by the Board of Directors of the Club regarding the limitation of the number of guests permitted each Member annually, shall not apply to the Declarant, until it has sold at least ninety-nine (99%) percent of the Memberships and Undivided Interests subject to these Restrictions so long as Declarant is actively attempting to sell such Memberships.

13. May do any and all lawful things which may be advisable, proper, authorized or permitted to be done by the Club under and by virtue of any condition, covenant, rule, restriction, reservation, charge or assessment affecting the Property, or any portion thereof, and to do and perform any and all acts which may be either necessary for or incidental to the exercise of any of the forgoing powers, or for the peace, health, comfort, safety, or general welfare of its members;

14. Shall be entitled to receive all notices, claims and demands relative to taxes and assessments affecting the Property and by accepting title to an Undivided Interest, and purchaser thereof hereby waives his right to receive such notices, and designates the Club as his exclusive agent for receipt of such notices, claims or demands;

15. Shall operate and maintain the water supply system for the Property;

16. Shall operate and maintain the sewage systems for the property;

17. Enforce these Restrictions, its Bylaws, Articles of Incorporation, and Rules and Regulations.

ARTICLE IV

Interests Owned

A. Each member shall own a 1/7,500 undivided interest in the real estate described in Exhibit A hereof in common with all other such members. No Undivided Interest shall be owned by more than one person other entity, except as follows, and then only subject to the following provisions.

1. Husband and wife may jointly own a Membership and Undivided Interest as Tenants by the Entirety provided, however, the voting membership in the Club shall be issued to the husband and upon his death the same shall be issued to his said wife, if living, and if she not be living, the same to be transferred in accordance with subparagraph 4 hereof.

2. Declarant may convey its right title and interest to any form of business entity; provided however, any such Grantee shall hold title subject to these Restrictions.

3. If a Membership and Undivided Interest is acquired by any corporation, partnership, joint venture or other entity, then such entity shall be entitled to have a voting membership in the Club, but issued to only one individual living person and only that individual's spouse and/or children who have the same residence as such individual shall be entitled to the privileges of associate membership in the Club as provided by its Bylaws.

4. A Membership and Undivided Interest may pass under the estate of a deceased person to more than one person; provided, that only one individual living person shall be entitled to have voting

membership privileges in the Club, derived from such Undivided Interest, and only that individual's spouse and/or children who have the same residence of such individual shall be entitled to the association membership in the Club as provided by its Bylaws.

B. Declarant reserves the right to use certain areas and campsites, which shall not be subject to these Restrictions, the Articles of Incorporation, Bylaws or rules and regulations of the Club until it has sold ninety-nine (99) percent of the Memberships in the Club so long as it is actively attempting to sell such Memberships.

C. Declarant further reserves the right, until such time as it has sold ninety-nine (99%) percent of the Memberships in the Club, to operate and maintain its business and sales offices in the improvements located on the Property, and said offices shall not be subject to use or inspection by the Club or its Members.

D. Declarant also reserves the right to construct additional facilities for the use of Members, at Declarants' discretion and cost. Declarant reserves the right to delay delivery of Warranty Deeds to Members until completion of any of the above mentioned additional facilities is completed. Said construction to be completed as soon as is reasonably possible.

E. Each Member will be issued a warranty deed to a 1/7,500 undivided interest in the Property described in Exhibit A together with the right to use those improvements and facilities located thereon described in Exhibit B attached hereto, said warranty deed to be delivered to each member on March 22, 1987 or at such later time as such Membership has been paid in full, subject to the provisions of paragraph D hereof. In the event a purchaser's membership is paid in full in advance of said March 22, 1987 a warranty deed will be issued to the member and held in escrow in the member's name by the trust department of Security Bank & Trust Co. located in Branson, Missouri. All deeds for undivided interests issued by Declarant and held in escrow are held subject to Article XVI voidability as stated therein.

ARTICLE V

Property To Be Conveyed To The Club

A. Declarant agrees to convey and transfer to the Club, on or before March 22, 1987 the personal property described in Exhibits B & C attached hereto and incorporated herein by this reference, and is now located on the Property; provided, however, that in the event these Restrictions are declared null and void as hereinafter provided, all of said personal property at the time of such declaration shall revert back to the Declarant and be returned by the Club and provided further that until such time as Declarant has sold at least ninety-nine (99%) percent of the Memberships in the Club and Undivided Interests in the Property, Declarant may use such personal property without charge provided such use does not significantly interfere with the functions of the Club.

B. All revenue from the operation of the store, restaurant, laundromat and other concessions, and any fees received for use of any of the facilities, including campsites, if any, shall become the property of the Club from and after March 22, 1987.

ARTICLE VI

Dues, Taxes and Assessments

A. Annual dues for Members of the Club, regardless of the number of Memberships owned shall be the sum of Category A - \$180.00, Category B - \$135.00, Category C - \$90.00 per year. Said dues shall be paid annually in advance before June 1, of each year. The annual dues of those who became members of the Club on a day other than the first day of the year shall be waived for the month in which they became a member and be figured on a pro rata basis for the balance of the year. Annual dues may be increased by the Board of Directors of the Club, subject to ratification and approval of two-thirds of the entire voting membership of the Club, provided, however, in no event may the dues of any one member be increased without increasing the dues of all members proportionately. Notwithstanding the provisions hereof, the monthly dues of the members shall not be increased prior to June 1, 1984. Fees, if any for the use of the facilities on the Property, as may be established, by the Board of Directors of the Club, shall not be deemed to be dues.

B. The Club shall pay all taxes and assessments, if any, which may be levied by any governmental authority upon the Property and any improvements thereon; provided, however, in the event there are not sufficient funds in the Club to pay same, it shall immediately upon receipt of the statement for such taxes or assessments assess each member for his proportionate share of such taxes or assessments it is unable to pay. Such assessment shall be due and payable 30 days after notice of such assessment if forwarded to each voting member at his address as the name appears in the records of the Club. It is generally believed that the monthly dues shall be sufficient to pay all taxes and operating expenses of the Club.

C. Special assessments, above and beyond the annual dues aforesaid, may be levied against all members of the Club, subject to ratification and approval thereof by two-thirds of the entire voting membership of the Club.

D. The owner of a Membership or Undivided Interest and his grantee, shall be jointly and severally liable for all unpaid dues and assessments due and payable at the time of a conveyance of such Membership. Such liability shall not be avoided by a waiver of the use or enjoyment of any facility on the Property.

E. All dues and assessments is unpaid when due shall be a lien upon said Membership and Undivided Interest until paid.

ARTICLE VII

Provisions for Costs of Maintenance and Operation

A. Declarant has constructed improvements and recreational facilities upon portions of the Property which improvements and facilities provide community facilities for the Members. The expense of maintaining and operating said recreational area and the improvements and facilities thereon shall be borne and assumed by the Club. Notwithstanding the foregoing, Declarant agrees to furnish all maintenance on said recreational area and improvements and facilities to the Club on an actual cost basis for a period of two (2) years commencing on April 15, 1982. The term "actual cost basis" shall not include any portion of the salary of the officers of Declarant.

ARTICLE VIII

Failure To Pay Dues, Taxes Or Assessments And Violation Of Restrictions, Bylaws And Rules And Regulations

A. Each member agrees, and such Membership and Undivided Interest described herein is accepted upon the express condition, that in the event his membership shall be terminated for failure to pay his dues, taxes or assessments to the Club when due, or for any other reason, the President of the Club, or in the case of his absence, death, refusal to act, or disability in any wise, the then acting Sheriff of Taney County, Missouri is herewith empowered with all the rights of a trustee under a deed of trust with a power of sale as provided in Section 443.410 Revised Statutes of Missouri and may proceed to sell the membership and undivided interest of said terminated member in the land herein described, or any part thereof, at public venue, to the highest bidder, at the Court House door in Taney County, Missouri for cash, first giving twenty (20) days public notice of the time, terms and place of sale, and of the property to be sold by advertisement in some newspaper printed and published in the County of Taney, Missouri and upon such sale shall execute and deliver a deed in fee simple of the property sold to the purchaser thereof (said purchaser to hold said property subject to these restrictions), and receive the proceeds of such sale; any statement of facts or recital by said President or sheriff in relation to the non-payment of dues, taxes or assessments to the Club, termination of membership in the Club, the advertisement, sale, receipt of the money, and the exclusion of the deed to the purchaser, shall be received as prima facie evidence of such facts; and the President or sheriff shall, out of the proceeds of said sale, pay, first, the cost and expenses of executing this agreement and next he shall apply the proceeds remaining over to the payment of the dues, taxes and assessments owed the Club, said sum to include interest thereon at the rate of ten (10%) percent per annum from the due date of said payment, and the remainder, if any, shall be paid to such terminated member.

B. Any breach or violation of the covenants herein contained is hereby declared to be and constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against such result and may be exercised by any Member, by Declarant, or its successors, or by the Club, or its successors.

ARTICLE IX

Right Of Entry

The Club shall have the right to enter upon any portion of the Property to the extent such entry is necessary or convenient to carry out its duties; provided, however, so long as such portion of the Property is used by Declarant as offices for the sale of Memberships such right of entry shall not apply to such offices. Such right of entry shall be exercised in such manner as to interfere as little as is reasonably possible with the possession and enjoyment of the Members.

ARTICLE X

Partition

There shall be no right of partition in the Property. By accepting title to an undivided interest in the Property, the purchaser thereof, for himself and his successors in interest, waives his rights under Rules 96 of the Supreme Court of Missouri and Chapter 528 of the Revised Statutes of Missouri and the corresponding provisions of any future Supreme Court Rule or Missouri statute.

ARTICLE XI

Sale Of Entire Property

A. In addition to the powers granted in Article III hereof, the Club is hereby granted the right to sell any portion of all of the Property upon affirmative vote for such sale of not less than three-fourths of the votes of the entire voting membership of the Club, subject to the following:

1. Prior to January 1, 2000, or such time as Declarant has sold at least ninety-nine (99%) percent of the Memberships, whichever is later, the right and power to sell and convey all or any portion of the Property may be exercised at any time, only upon the affirmative vote of 100% of the voting members of the Club, including the vote of the Declarant. Notwithstanding the provisions of Article XV hereof these provisions may not be amended until January 1, 2000, and until Declarant has sold and conveyed at least ninety-nine (99%) percent of the Memberships.

2. If at least three-fourths (75%) of the members entitled to vote on this issue shall have voted affirmatively or shall have given their written consent to sell all or any portion of the property described herein, and the other provisions hereof have been met, then the directors of the Club shall direct its officers to effect such sale, and to do all acts and execute and deliver all documents necessary, appropriate and convenient in order to do so.

3. If by vote of the members entitled to vote on this issue in the manner and subject to the provisions hereof, the Club shall have determined to sell all or any portion of the Property, then any two officers of the Club shall execute and file for record in the Official Records of Taney County, Missouri, indexed as a power of attorney, a certificate stating that the terms hereof have been complied with, and that they are authorized and directed to execute and deliver any and all deeds, contracts, documents and instruments, necessary, appropriate or convenient to effect the sale of all or a portion of the Property. Recordation of such certificate shall constitute conclusive evidence that any two of the officers of the Club are authorized, directed and empowered to execute and deliver any deed, contract, document or instrument necessary, appropriate or convenient to effect the transfer of title to all or a portion of the property described herein.

4. By accepting title to an undivided interest in the Property, the purchaser thereof, for himself and his successors in interest, hereby makes, constitutes and appoints each of the officers of the Club and each of their successors in interest, who shall then hold office at the time of execution of the certificate referred to in subparagraph (4) above, his true and lawful agent and attorney, for and in his name, place and stead, and for his use and benefit, to effect any sale of all or any portion of the property described herein, and to do all acts and execute and deliver any certificate, deed, contract, document or instrument necessary, appropriate or convenient to effect the transfer of title to all or any portion described herein, or otherwise to carry out the purposes and intent hereof.

5. The proceeds of any sale hereunder shall be divided among the respective owners thereof in proportion to their respective Membership Interest.

ARTICLE XII

Additional Land And Exchange

A. Declarant may add to the land now owned by it which is subject to these restrictions by the recordation of an amendment hereto setting forth such additional land.

In the event such additional land is added, Declarant may create such additional number of Memberships and Undivided Interests as shall equal the number of present memberships available divided by the present total acreage in the Property; and in such event each member agrees to exchange, by delivery of his Warranty Deed, his Undivided Interest in the Property for a lesser undivided interest in the Property and the additional land. Each new undivided interest may, however, at no time be based on a ratio less than the existing ratio of acres in the Property divided by the original number of memberships created. Said deeds shall convey such interest free and clear of all liens and encumbrances except these Restrictions, the interests of the other members in common, rights-of-way easements and reservation of mineral rights, if any, and taxes for the current year, said current taxes for such other property to be prorated between the parties as of the date of conveyance, and a title insurance binder issued by a reputable insurance company licensed to do business in Missouri wherein said insurance company agrees to insure title to all of the property described in said Warranty Deed subject only to the encumbrances aforesaid, provided, however, the ratio of such undivided interest to the total acreage of both the property herein described and such added property shall not be less than previously existed using the formula as stated herein. Each owner further agrees that this failure to execute and deliver a Warranty Deed to Declarant, which conveys his undivided interest herein within ten (10) days of receipt of the Warranty Deed and title insurance binder aforesaid shall result in termination of his membership in the Club, and shall give the President of the Club, or in case of his absence, death, refusal to act, or disability in any wise, the Sheriff of Taney County, Missouri, the power of the sale granted in Article VIII hereof.

ARTICLE XIII

Miscellaneous

A. Each member agrees that guests other than guests of a member or associate member may use the Property so long as they have received permission from the Board of Directors of the Club, or Declarant; provided, however, the Board of Directors shall give such permission only when such guests other than the guests of a member or associate member are members of an organization similar to the Club, and such similar organizations grants the members of the Club permission to use its or their premises.

B. By accepting title to an undivided interest in the property herein described, the purchaser thereof, for himself and his successors in interest, agrees that he will not convey, lease, or transfer a lesser undivided interest in the property herein described that was conveyed to him; provided, however, in the event such purchaser exchanges his undivided interest with Declarant, for a lesser interest as herein provided in Article XII, such purchaser will not convey, lease, or transfer a lesser undivided interest in such exchanged property that was conveyed to him.

ARTICLE XIV

Waiver

A. The various restrictive measures and provisions of these restrictions are declared to constitute mutual equitable covenants and servitude's for the protection and benefit of the Property and the Members, and the failure by Declarant, the Club, or any other person or persons entitled to do so to enforce any measure or provision, upon violation thereof, shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so.

B. A waiver of a breach of any of the foregoing conditions or restrictions, including the waiver of any rights under Article VI hereof, shall not be construed as a waiver of any succeeding breach or violation and no such waiver shall result in or impose any liability on Declarant, or its successor in interest, or the Club, or its successors.

C. No delay or omission on the part of Declarant, or its successor in interest, the Club, or its successors, or on the part of any Member in exercising any right, power or remedy herein contained, shall be considered as a waiver thereof, or acquiescence therein.

ARTICLE XV

Amendments

These restrictions and covenants may be amended at any time and from time to time by an instrument in writing signed by at least three-fourths (75%) of the Members, which instrument shall become effective upon the recordation thereof in the Office of the Taney County Recorder.

ARTICLE XVI

Severability

Should any covenant or restriction contained herein be void or be or become unenforceable in law or equity, the remaining portions hereof shall remain in full force and effect.

ARTICLE XVII

Term

These covenants, restrictions and agreements shall run with the land and shall continue in full force and effect until revoked as herein before provided.

ARTICLE XVIII

Voidability

If by October 1, 1983, at least 1,000 Memberships have not been sold, Declarant may, at its election, declare these restrictions null and void by filing with the Recorder of Deeds of Taney County, Missouri and affidavit executed on behalf of said corporation by one of its officers, who has been authorized to make the same by the Board of Directors of said corporation, stating that Declarant has elected to declare these restrictions null and void. Such Affidavit must be filed on or before January 1, 1984. In the event these restrictions are so declared null and void as provided in this paragraph, Declarant shall refund to all purchasers of an undivided interest in the Property all sums paid to it by said purchaser for such interests together with interest at the rate of 10% per annum from the date of purchase to the date of filing of the Affidavit aforesaid. Each owner or purchaser agrees that upon receipt of such payment, he will immediately convey to Declarant, all of his undivided interest in the property described herein by a Warranty Deed which warrants title to be in said owner subject only to rights-of-ways of roads, ditches and utilities, reservation of mineral rights by persons other than such owner, and taxes for the current year.

IN WITNESS WHEREOF, Treasure Lake RV Resort Camping Club the owner of the Property has caused these restriction to be signed by its President and attested by its Secretary, and the Corporate Seal to be hereunto affixed this 15th day of April, 1982.

Treasure Lake R.V. Resort Camping Club

By Frank B. Nichols, President

ATTEST:

Steven S. Redford, Secretary

**BYLAWS
OF
TREASURE LAKE R.V. RESORT CAMPING CLUB, INC.**

TREASURE LAKE R.V. RESORT CAMPING CLUB, INC. is a not-for profit corporation organized as an athletic and recreational club to manage and operate property located in Taney County, Missouri for the mutual benefit of its members.

ARTICLE I

OFFICES

The principal office of the Club shall be in Taney County, Missouri. The Club may have offices at such other places within the State of Missouri as the Board of Directors may from time to time determine.

ARTICLE II

DEFINITIONS

All terms used herein shall have the same meaning as defined in the Declaration of Restrictions of Treasure Lake R.V. Resort Camping Club, Inc, or any amendment thereof.

ARTICLE III

MEMBERS

1. **Membership.** There shall be no more than 7,500 total members of the Club and membership shall be appurtenant to and not separated from ownership of a 1/7500 interest in the property which is subject to the payment of dues and assessments.

2. There shall be two classes of members:

A. **Voting Members.** Each person or entity owning a 1/7500 interest in the property, except non-voting members as hereinafter defined and any member delinquent in the payment of dues or special assessments, shall be a voting member of the Club, subject to the following conditions:

(1) A 1/7,500 interest owned by more than one natural person shall be voted in the name of the natural person appearing on the roles of the Club, such name to be designated by the owner of the interest or, in the absence of such designation, by the Board of Directors of the Club; and

(2) A 1/7500 interest owned by any entity and not a natural person shall be voted in the name of the natural person designated by the entity.

B. **Non-Voting Members.** Each person or entity owning more than one 1/7500 interest in the property shall be entitled to one voting membership and all other interest owned by such person or entity shall be non-voting memberships.

3. **Associates.** The spouse and unmarried children, under twenty-one (21) years of age, of members, shall be associates of the Club. Each member shall advise the Club, in writing, the name of persons entitled to be associates of such member. Children who were associate members prior to December 6, 1990 may retain an associate membership card if the voting member and the Associates are both in good standing. Associates shall have the following attributes:

A. Shall have no voting rights in the Club;

B. Shall be entitled to the use and enjoyment of the property subject to the Rules and Regulations governing the conduct of members; and

C. Shall be subject to termination or suspension.

4. **Dues and Assessments.** Dues shall be payable before the first day of June of each year.

Assessments levied by the Club shall be payable on the date designated in the assessment.

Failure to pay any dues or assessments when due causes the member to be ineligible to vote at any meeting of the members during such delinquency and may result in the suspension and/or termination of the member.

5. **Suspension or Termination of Members.** A member may be suspended or terminated from the Club in accordance with the following procedure:

A. Not less than thirty (30) days prior to the suspension or termination, the Club shall provide written notice by certified mail with return receipt to the member at the last address of the member shown on the Club's records, which notice shall state reason for suspension or termination;

B. Not less than fifteen (15) days before the effective date of the suspension or termination, the member shall have the opportunity to be heard, orally or in writing, by the Board of Directors or such committee as they may direct;

C. The Board of Directors, or such committee as they may direct, shall determine whether the suspension or termination of the member is fair and reasonable considering all of the relevant facts and circumstances; and

D. In the event that the Board of Directors, or such committee as they may direct, determines that suspension or termination of a member is appropriate, the Club shall suspend or terminate said member.

ARTICLE IV

MEMBERS MEETINGS

1. **Annual Meetings.** The purpose of the annual meeting of members is to elect directors and to transact such other matters as may properly come before the members. The annual meeting of the members shall be held at Taney County, Missouri on the last Saturday of October of each year at the time designated by the Board of Directors. Failure to hold an annual meeting timely shall not affect the terms of officers or directors of the Club or validity of actions of the Club.

2. **Special Meetings.** Special meetings of the members may be called, by written notice as provided in section 3 below, by the President, a majority of the Board of Directors, or by ten percent of the members of the Club eligible to vote on the issue. The purpose of each special meeting shall be stated in the notice and may only include purposes which are lawful and proper for members to consider.

3. **Notice of Special Meeting.** Written notice stating the place, day and hour of the special meeting and the purpose thereof, shall be mailed not less than sixty (60) days nor more than ninety (90) days before the date of the meeting. Such notice shall be deemed delivered when deposited in the United States Mail, postage prepaid, and addressed to the member at the address appearing on the records of the Club.

4. **Waiver of Notice.** A written waiver of notice signed by a member, whether before or after a meeting, shall be equivalent to the giving of notice. Attendance of a member at a meeting, in person or by written ballot, shall constitute waiver of notice of such meeting, except when the member attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

5. **Action Without Meeting.** Any action of the members may be taken without meeting by written ballot in accordance with the provisions of 355.266 RSMo (1995).

6. **Voting Record.** The record date for determining the members entitled to notice of a members meeting and eligible to vote at such meeting, shall be fixed as of sixty (60) days preceding the date of the meeting. No member shall be eligible to vote if such member is delinquent in the payment of dues or assessments or has been suspended or terminated pursuant to the Bylaws. The record date for determining the members entitled to notice of any action to be taken without meeting and the members eligible to vote on such action shall be fixed sixty (60) days prior to delivery of the written ballot. Failure to comply with the provisions of this section shall not affect the validity of any action taken by the members.

7. **List of Voters.** The Club shall compile a list of members eligible to vote, as of the record date established in section 6 of this Article. The list shall be kept on file at the principal office of the Club and any member shall be entitled to inspect the list as provided in 355.271 R.S.Mo (1995). The list may not be reproduced by any member nor shall it be sold, or otherwise

distributed by any member. Failure to comply with the provisions of this section shall not affect the validity of any action taken by the members.

8. **Quorum**. Those members eligible to vote, present in person at the meeting of members, or by delivery of their written ballot, shall constitute a quorum for the purpose of transacting any business. Unless otherwise required by law, the Declaration of Restrictions or any amendment thereof, the Articles of Incorporation or these Bylaws, the affirmative vote of a majority of the Members constituting a quorum shall be the act of the members.

9. **Votes**. Each voting member shall be entitled to one vote on each matter submitted to the members; provided that in all elections of Directors, each voting member shall have a number of votes equal to the number of Directors to be elected and shall have the right to cast such votes for one candidate or distribute such votes among two or more candidates.

10. **Voting by Written Ballot**. All business which may be lawfully conducted at the annual meeting of members, or any special meeting thereof, may be conducted on vote by a written ballot of the member. The Board of Directors shall approve the form of such ballot and cause it to be mailed to each member entitled to vote at such meeting. All ballots, properly executed, received by the Board of Directors at least seventy-two (72) hours prior to such meeting shall be considered and tabulated.

ARTICLE V

BOARD OF DIRECTORS

1. **General Powers**. Subject to the limitations of the Declaration of Restrictions or any amendment thereof, Articles of Incorporation, these Bylaws and the Missouri Not-For-Profit Act concerning corporate action that must be authorized or approved by the Members of the Club, all corporate powers shall be exercised by or under the authority of the Board of Directors and the management and affairs of the Club shall be controlled by the Board of Directors.

2. **Number, Qualification, Election and Tenure**. The number of the Board of Directors shall be seven (7), all of whom shall be voting members of the Club. Directors holding that position at the time of the adoption of these Bylaws shall fulfill the balance of the term for which they were elected or appointed. Thereafter, Directors shall be elected by the Voting Members at the annual meeting of the members to fill expiring Board positions and the Directors so elected shall serve for a three (3) year term; provided that, no Director shall serve more than two consecutive terms. Those persons receiving a plurality of votes, in descending order, shall be elected to the Board. No Director shall serve as an employee of Treasure Lake R.V. Resort Camping Club, inc. during his/her term.

3. **Nominations**. A nominating committee of not less than three (3) voting members, which shall be appointed by the President, shall nominate persons whose names shall be placed on the ballot to be voted upon for election to the Board. The names of persons who shall submit to the Board a petition signed by at least twenty-five (25) other voting members in good standing, which

petition is submitted to the Board at least sixty-five (65) days prior to the date of the annual members meeting, shall also be placed on the ballot to be voted upon for election to the Board.

4. **Vacancies**. Any vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining Directors within 30 days. A Director appointed to fill a vacancy shall hold office for the balance of the term of the Director replaced. Any directorship to be filled by reason of an increase in the number of Directors shall be filled at an annual meeting of the members or a special meeting of the members called for that purpose.

5. **Regular Meetings**. Regular meetings of the Board of Directors may be held with notice at a scheduled time and at a scheduled place as shall be determined by the Board of Directors.

6. **Special Meetings**. Special meetings of the Board of Directors may be called by the President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.

7. **Telephone Meetings**. Directors may participate in meetings of the Board of Directors by means of a conference telephone by which all persons participating can hear each other at the same time, and participation by such means shall constitute presence in person at such meeting.

8. **Action Without Meeting**. Any action of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action taken signed by all of the Directors is filed in the minutes of the Board of Directors. Such consent shall have the same effect as a unanimous vote.

9. **Notice and Waiver**. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally or by mail to each Director at his address. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail with postage prepaid. Any Director may waive notice of any meeting, either before or after such meeting by signing a waiver notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting any objection to the transaction of business because the meeting is not lawfully called or convened.

10. **Quorum and Voting**. A majority of Directors in office shall constitute a quorum for the transaction of business. The vote of a majority of Directors present at a meeting at which a quorum is present shall constitute the action of the Board of Directors. If less than a quorum is present, then a majority of those Directors present may adjourn the meeting from time to time without notice until a quorum is present.

11. **Removal**. The entire Board of Directors may be removed, with or without cause, by vote of a majority of the members of the Club then entitled to vote at an election of Directors. If less than the entire Board is to be removed, no one of the Directors may be removed if the votes cast for his removal would be insufficient to elect him, if then cumulatively voted in an election of

the entire Board of Directors. A member of the Board of Directors may be removed for cause by the majority vote of the remaining Directors. Cause shall be defined as neglect of duty and shall include a Director's absence without notice, just cause or excuse from three meetings of the Board of Directors in any calendar year.

12. **Presumption of Assent.** A Director of the Club who is present at a meeting of the Board of Directors at which any action on any corporate matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting because of an asserted conflict of interest.

13. **Indemnification.** The Club shall indemnify any person who is or was an officer or Director to the full extent permitted by the Missouri Not-For-Profit Corporation Act, including Section 355.476.7 thereof.

ARTICLE VI

OFFICERS

1. **Officers.** The Officers of the Club shall be President, Vice President, Secretary and Treasurer, each of whom shall be elected by the Board of Directors. Additional Vice Presidents, and such other officers and assistant officers as may be deemed appropriate may be elected by the Board of Directors. Any two or more offices may be held by the same person, except the office of President and Secretary.

2. **Election and Term of Office.** The Officers of the Club shall be elected annually by the Board of Directors at its meeting after each annual meeting of Members. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided.

3. **Removal.** Any Officer may be removed from office at any time, with or without cause, on the affirmative vote of a majority of the Board of Directors whenever, in its judgment, the best interest of the Club will be served thereby. Removal shall be without prejudice to any contract rights of the person so removed.

4. **Vacancies.** Vacancies in office, however occasioned, may be filled at any time by a majority of the Board of Directors for the unexpired terms of such offices.

5. **Duties.** The President shall preside at all meetings of the Board of Directors and of the Members. Subject to the foregoing, the Officers of the Club shall have such powers and duties as usually pertain to their respective offices and such additional powers and duties specifically conferred by law, by the Articles of Incorporation, by these Bylaws, or as may be assigned to them from time to time by the Board of Directors.

6. **Delegation of Duties.** In the absence or disability of any Officer of the Club or for any other reason deemed sufficient by the Board of Directors, the Board may delegate his powers or duties to any other Officer or any other Director.

ARTICLE VII

COMPENSATION

1. **Directors.** Directors, as such, shall not receive a salary for their services, but by resolution of the Board of Directors, may be allowed a reasonable sum for expenses of attendance at any meeting of the Board of Directors.

ARTICLE VIII

COMMITTEES

1. **Creation of Committees.** The Board of Directors may, by resolution passed by a majority of the Board, designate such committees as the Board deems appropriate and appoint persons to said committees.

2. **Authority of Committees.** The committees designated by the Board of Directors shall have such functions and may exercise such power of the Board of Directors as can be lawfully delegated and to the extent provided in the resolution or resolutions creating such committee or committees.

ARTICLE IX

BOND

The Board of Directors may, by resolution, require officers and agents of the Club, or any of them, to give bond to the Club in an amount and with sufficient surety to secure the faithful performance of their duties. The cost of such bond will be paid by the Club.

ARTICLE X

RULES AND REGULATIONS

The Board of Directors may establish Rules and Regulations governing the conduct of Members, the conduct of persons using the property and the use of the property and facilities. Further, the Board of Directors is empowered to enforce such Rules and Regulations in a manner which may be provided therein, and which enforcement may include suspension or termination of Members pursuant to these Bylaws.

ARTICLE XI

NOT-FOR-PROFIT OPERATION

The Club will not have or issue shares of stock. No dividends will be paid. No part of the income or assets of the Club will be distributed to its Members, Directors or Officers without full consideration. The Club may contract in due course with its Members, Directors and Officers without violation of this provision.

ARTICLE XII

FISCAL YEAR

The fiscal year of the Club shall be a period selected by the Board of Directors as the taxable year for Federal income tax purposes.

ARTICLE XIII

SEAL

The Seal of the Club shall be in the form of a circle and shall have inscribed thereon the name of the Club and the words "corporate seal" and "Missouri".

ARTICLE XIV

AMENDMENTS

The Bylaws may be altered, amended or replaced and new Bylaws may be adopted by the Board of Directors; provided that any Bylaws or amendments thereto as adopted by the Board of Directors may be altered, amended or repealed by majority vote of the eligible Members voting on the matter, or a new Bylaw in lieu thereof may be adopted by the Members.

Adopted this 25th day of July, 1997.

Curtis Kamler
Secretary