

# **LAKE WAUWANOKA**

## **Tri-Party Lease/Rental Agreement**

### **Definitions:**

Property Owner: A property owner is a person(s) who owns property within the subdivision known as Lake Wauwanoka as listed on the title or deed to such property.

Renter: A renter is a person(s) who is a guest(s) of a property owner and enters into an agreement to rent or lease a house within the subdivision referred to, and known as, Lake Wauwanoka.

Grantor: The Grantor is Lake Wauwanoka Incorporated and will be recognized as the Board of Directors' acting within the authority of their capacity as board members.

This document represents a three party agreement between the Grantor, the Property Owner, and the Renter. This document shall authorize the Property Owner (not in default of assessments) to rent or lease a described habitable structure within the Lake Wauwanoka subdivision to the specific Renter.

This document acknowledges that the Property Owner has provided a written copy of the Rules and Regulations in addition to the Restrictions of Lake Wauwanoka Inc. to the Renter of the property. The undersigned Renter also acknowledges he has been provided the written receipt of the Rules and Restrictions of Lake Wauwanoka Inc. by the Property Owner and fully agrees to abide by said Rules and Restrictions.

This document further acknowledges the Restrictions of Lake Wauwanoka and that all three parties are aware of the restrictions and agree to abide by them.

Special attention is drawn to the below specified rules and restrictions as they pertain to the common ground and Lake Wauwanoka Incorporated property.

### **Restrictions**

Said premises shall not be leased or rented to any person without the written consent of the GRANTOR.

Said lot shall be used for residence purposes only; and no business of any nature shall be permitted, maintained or conducted thereon. Not more than one residence at a time shall be placed or kept thereon; and no such residence shall be designed or converted for the use of more than one family for rental. No Clubs, Fraternities or Organizations of any nature may operate from or use any building in said subdivision.

Said premises shall not be used for any unlawful purpose, or for any purpose that would injure the reputation of the neighborhood.

Said GRANTOR and every person hereafter having the right, title or interest in any lot in said block shall have the right to prevent or stop violation of said restrictions, by injunction or other lawful procedure and to recover any damages resulting from such violation.

## Rules

Guest(s)/Renter(s); In the event of absence of the lot owner or members of their families, persons may be recognized as guest if they have written authority to use lot owner's property, specifying the date. Lot owner(s) permission to use their property does not extend to lake privileges to their guests.

Beach and floating dock are for the exclusive use of lot owners and their families. Guests of lot owners may use these facilities when accompanied by the lot owner or a member of the lot owner's family.

Docks are for the exclusive use of the lot owner(s) who hold permits and their accompanying guest(s). Other persons using said dock shall be considered trespassers.

The right to fish in the Lake is limited to lot owners/members of their families. Guest(s) may fish in the Lake if accompanied by the lot owner or a member of the lot owner's family.

Only boats and motors owned and operated by lot owners, not in default of their annual assessment shall be permitted on the Lake or within the subdivision.

Only motor vehicles, including motorbikes, ATV's and motorcycles of all kinds and descriptions owned and operated by the lot owner, or children who reside with them are allowed in the back acres. Guest vehicles are specifically forbidden.

All use of the back acres, including but not limited to hiking, hunting, target practice, etc. is limited to lot owners/members of their families. Guests may use the back acres if accompanied by the lot owner or a member of the lot owner's family.

Car and truck parking stickers will only be issued to lot owners and their family provided the lot owner's assessments are current. Stickers for boats and off road motor vehicles, including motorbikes, ATV's and motorcycles of all kinds and descriptions will only be issued for vehicles owned and operated by the lot owner or their children residing with them.

Property owners are required to apply for the renter gate access cards. Cards are to be restricted to only vehicle licensed individuals occupying the Property.

Property owners and renters may be required to meet with the LWI Board of Directors regarding any violations or infractions. Failure to meet with the Board of Directors may be cause for cancellation of this agreement and cancellation of any or all renter's gate access cards.

The Corporation reserves the right to revise, alter or change the Rules and Regulations and to enact others at any time and without notice by action of the Board of Directors.

**LOT OWNERS ARE RESPONSIBLE FOR THE ACTIONS OF THEIR GUESTS/RENTERS AS WELL AS THEIR OBSERVANCE OF THESE RULES**

The three parties represented by signature below agree to abide by this document.

**Grantor**

Lake Wauwanoka Inc.  
P.O. Box 265  
Hillsboro, MO 63050

LWI Representative \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_

**Property Owner**

Printed Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_

**Renter**

Printed Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Drivers License # \_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_