

CORPORATION WARRANTY DEED

THIS INDENTURE, Made on the _____ day of _____ A.D. One Thousand Nine Hundred and _____ by and between LAKE DEVELOPMENT ENTERPRISES, Inc., a corporation duly organized under the laws of the State of Missouri, with it's principal office in Hillsboro, Mo., party of the first part, hereinafter called GRANTOR, and _____ of the County of _____, State of _____, part _____ of the second part, hereinafter called GRANTEE.

WITNESSETH: THAT SAID GRANTOR, in consideration of the agreements of GRANTEE, as hereinafter set forth, and the sum of _____ Dollars, to it in hand paid by said GRANTEE, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN and SELL, CONVEY AND CONFIRM, unto the said GRANTEE, heirs and assigns, the following described lot or lots, lying, being and situate in the County of Jefferson, and State of Missouri, to-wit:

Lot _____, in Block _____ of LAKE TISHOMINGO, a subdivision of land in Sections 4, 5, 8 and 9, Township 41 North, Range 4 East, Jefferson County, Missouri, as shown by the recorded plat thereof.

This deed is made and accepted subject to RESTRICTIONS hereinafter set forth, which shall bind and inure to the benefit of the GRANTOR and the GRANTEE, their respective heirs, assigns, and successors, and which shall run with the land.

RESTRICTIONS GOVERNING LAKE TISHOMINGO SUBDIVISION

The following restrictions shall be subject to proper enforcement clauses:

Deeds to each lot in this block will be made subject to the following covenants and restrictions which shall run with the land and bind all subsequent owners until and including August 1, 1973.

1. 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. No Clubs, Fraternities, or Organizations of any nature may operate from or use any building in said subdivision.

2. Every such residence shall front towards the front end of the lot; and the main body thereof shall be at least twenty-five feet from the front line of the lot; and no porch or part thereof shall be within fifteen feet of the front line of the lot; nor shall any building be nearer than five feet from the side lines of said lot.

3. There will be no restrictions as to cost of any residence but complete architect's plans and specifications must be submitted for the approval of the Lake Development Enterprises Company, Inc., before building operations are started. No residence shall be wholly or partly covered with tar paper, metal or canvas, and no tent house or shack shall be on said lot. No building without a painted or otherwise finished outside surface shall be on said lot unless of log or slab construction. No Auto Trailer or Movable Home or House shall be allowed on said lot. No storage tank shall be above ground on said lot without written consent of the GRANTOR. No building or construction of any kind may be made on the Parkway surrounding said Lake without the written consent of the GRANTOR. All docks for the mooring of boats or other purposes shall be of a standard design that will be furnished by GRANTOR with a building permit.

4. No outbuildings shall be built on said lot. Garages shall be attached to or built in as a part of the residence. All rear entrances to residences shall be from the side of the residence where possible and if a rear porch is to be a part of the residence it shall be enclosed with a lattice or trellis so that it is not openly exposed from the rear. Owners shall cut all brush or weeds on said lot once each year to prevent fire hazard. If this is not done, GRANTOR shall have the right to do so and a charge for this service may be added to the assessment when said assessment is made for that year. No refuse, garbage, cans, bottles or any deleterious material shall ever be thrown or deposited in said Lake. All garbage must be deposited in covered fly and insect proof tight garbage cans, and they must not be placed where they would be offensive to other property owners.

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

6. All toilets, baths, sinks, lavatories and inside drains on said premises shall be connected with the subdivision sewer system and all plumbing fittings shall not be more than four inches in diameter, according to the Company specifications which will be furnished with building permit.

7. No sale, conveyance, lease or renting shall be made to any person not a full blooded Caucasian.

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

9. No sale of said lot shall be consummated without giving at least fifteen days' written notice to GRANTOR, and the owners of the two lots adjoining said lot on the sides, of the terms thereof; and the name of the prospective purchaser; and any of them shall have the right to buy said lot on such terms. Such notice shall be personally served if service can be made on the subdivision; if any person entitled to service cannot be found on the subdivision, notice shall be mailed to such person at the address last known to the GRANTOR. Affidavit of the person making service shall be sufficient evidence thereof to protect a purchaser.

10. No fence or other obstruction shall be on said lot, except a fence not over three and one-half feet high and composed of wire with at least three-inch mesh, or pickets at least three inches apart. No signs of any nature, business or otherwise, except the identifying name of the home or owner, may be displayed.

11. The GRANTOR will construct a complete sewer system in the subdivision but the cost of the same will be paid by the lot owners apportioned among them, the owner of each lot shall pay for the right to connect thereto, his proportionate part of the exact cost of the complete sewer system but in no event more than \$150.00 for each lot owned. The sum due for the construction of the sewer system shall be due and payable as follows: when the GRANTOR is ready to begin construction of the sewer system it will so notify the respective lot owners and upon said notification the owner of each lot, his, her, or their heirs and assigns, will pay \$25.00 for each lot owned and a like sum each thirty days thereafter until \$100.00 has been so paid; said money to be held in a special sewer account by the GRANTOR and to be used for no other purpose. Should said \$100.00 for each lot, so collected, be insufficient to pay the cost of the sewer system in full an additional sum of not to exceed \$50.00 shall be assessed against and paid by each lot owner. All the sums mentioned shall be a lien on each said lot until paid. Any sum, so collected by GRANTOR, not necessary to be expended for the actual cost of constructing the said sewer system shall be returned to the individual lot owner who has paid in the same.

12. The GRANTOR will construct a complete water system in the subdivision but the cost of the same will be paid by the lot owners, apportioned among them, and the owner of each lot shall pay, for the right to connect thereto, his proportionate part of the actual cost of the complete water system but in no event more than \$100.00 for each lot owned; the sum due for the construction of the water system shall be due and payable as follows: when GRANTOR is ready to begin construction of the system it will so notify the respective lot owners and upon such notification the owner of each lot, his, her, or their heirs or assigns, will pay the sum of \$25.00 for each lot owned and an additional \$25.00 each month until a total of \$100.00 has been so paid; said money shall be held by grantor in a special water system account and shall be used for no other purpose. All the sums mentioned shall be a lien on each lot until paid. Any sum, so collected by the GRANTOR, not necessary to be expended for actual cost of construction of said water system shall be returned to the individual lot owner who has paid in the same.

13. GRANTOR shall have the right to lay sewer pipes and water pipes and appurtenances thereto through or across said lot and shall have at all times the right of ingress and egress for the purpose of repairing and maintaining same, provided, however, dirt taken from any excavation shall be replaced and the surface left as nearly as possible in original condition after the work is completed. GRANTOR shall also have the right to erect telephone poles or poles for carrying electric current at the intersecting corner of any two lots. **Subject to Easement given to Union Electric Company.**

14. As a part of the consideration for the sale of this lot, GRANTOR shall have the right to assess the owner of this lot after August 1, 1949, and each succeeding August 1st thereafter, such sum as GRANTOR shall deem necessary for the upkeep and maintenance of the Dam, Roads, and other improvements, provided, however, that no assessment for any one year shall exceed the sum of fifty-five cents (55c) per front foot, and further provided that the assessment as levied each year shall be and become a lien without filing of suit or legal procedure to establish such lien on said lot if not paid within thirty days after August 1st of the year in which the assessment is made, but this lot shall, in making such assessment, not be considered as having less than 50 front feet or more than 100 front feet.

15. It is mutually agreed by and between the parties that in the event the payments specified for sewer and/or water connections or of assessments for upkeep and maintenance herein provided for shall remain unpaid for sixty days from date when due, such sum or sums, together with interest thereon, a reasonable attorney's fee and court costs shall be collectible as a lien upon said real estate in and by suit, action or other proceedings in any court of Jefferson County, Missouri, having jurisdiction of suits for the enforcement of such or similar liens, instituted or commenced in the name of GRANTOR, its successors or assigns, as party plaintiff.

Said GRANTEE, his heirs and assigns, shall, subject to compliance with the foregoing restrictions, and while holding said lot, have license personally and for the family and lot owner's guests to the use and privileges of the lake in said subdivision, known as Lake Tishomingo, which shall include boating, bathing, fishing and the use of the private beaches only, also the parkway surrounding said lake, including the right to moor boats in front of said parkway, all subject to the rules and regulations prescribed by GRANTOR from time to time.

Said restrictions may be extended beyond said twenty-five years' period for a new period not exceeding twenty-five years, by an instrument executed by the then owners of a majority of the front feet in said subdivision and duly acknowledged and recorded in the recorder's office of said Jefferson County, Missouri, before the expiration of said twenty-five year period; and further extensions may be affected in like manner.

The GRANTOR agrees that all lots in said subdivision sold for residence purposes shall contain substantially the same restrictions set out in this instrument, or in the plat of said property, and nothing herein contained shall limit the right of the GRANTOR to use the portions of the property in said subdivision not sold for residence purpose, for any purpose not inconsistent with the plat and plan of said subdivision, and in order to more fully effectuate the purposes of the same, it being the intention of the GRANTOR and of the purchasers of lots to maintain said property as a high grade subdivision for rural residence purposes, and with the added attraction of water sports and general amusements.

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

All the covenants and agreements herein made shall run with the land and shall bind the GRANTOR herein, its successors and assigns, and the individual resident lot owners, their heirs and assigns.

The restrictions on any lot may be removed only by written consent, duly acknowledged and recorded, of GRANTOR and the owners of all other lots in the same Block.

TO HAVE AND TO HOLD, The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said GRANTEE, _____ heirs and assigns forever, the said GRANTOR hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by it or those under whom it claims; and that the GRANTOR will warrant and defend the title of the said premises unto the said GRANTEE, _____ heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. Except all taxes not now due and payable.

IN WITNESS WHEREOF, The said GRANTOR has caused these presents to be signed by its President and attested by its Secretary, and the corporate seal to be hereto attached, the day and year first above written.

ATTEST:

LAKE DEVELOPMENT ENTERPRISES, Inc.

Secretary.

By _____
President.

MISSOURI CORPORATION ACKNOWLEDGEMENT

STATE OF MISSOURI }
County of Jefferson } ss.

On the _____ day of _____ 196_____

before me, appeared HAROLD W. HURD to me personally known, who being by me duly sworn, did say that he is the President of LAKE DEVELOPMENT ENTERPRISES, Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said HAROLD W. HURD acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in my office in Hillsboro, Missouri, the day and year last above written.

My commission expires _____ Notary Public within and for said County and State.

Warranty Deed
FROM
TO