

JUDGEMENT & DECREE ST. LOUIS

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STATE OF MISSOURI :
 : SS.
CITY OF ST. LOUIS :

IN THE CIRCUIT COURT, CITY OF ST. LOUIS,
STATE OF MISSOURI

WILLIAM DORTCH, et al,
 Plaintiffs,

VS

LAKE DEVELOPMENT ENTERPRISES, INC.,
a corporation,
 Defendant.

:
:
:
:
Cause No. 81690 - E
:
Division No. 3
:
:
:

JUDGMENT AND DECREE

The plaintiffs have filed their petition herein and the defendant having appeared and filed its answer thereto, and it appearing that the plaintiffs have agreed with the defendants to effect a settlement of their differences, this Court, after being fully informed of the facts by the pleadings and by joint statements of counsel for the respective parties, and being fully advised in the premises, does hereby ORDER, ADJUDGE AND DECREE THAT:

1. The Court has jurisdiction of the parties and of the subject matter of this action.
2. The plaintiffs fairly and adequately represent the class of property owners (lot owners), their heirs or assigns, who have purchased lots in Lake Tishomingo Subdivision, a platted subdivision in Jefferson County, Missouri, from defendant pursuant to deeds which contain restrictions purporting to restrict the use and occupancy of the property in said subdivision in the manners and to the purposes therein stated

until August 1, 1973, said restrictions purporting to run with the land and to be subject to extension for further periods not exceeding twenty five (25) years each by action of the then owners of a majority of the front feet in the subdivision. This action is a "class action" and the decree entered herein shall bind all members of said class; namely, all the owners of lots in said Lake Tishomingo subdivision, and their heirs and assigns, as well as the defendant herein, Lake Development Enterprises, Inc.

3. As used in this Judgment and Decree, "Lake Tishomingo Subdivision" refers to the entire area within the outer boundaries shown by the plat thereof filed in the office of the Recorder of Deeds of Jefferson County, Missouri in Plat Book 9 at Page 61. The platted area is divided into lettered blocks and numbered lots. The numbered lots, and the owners thereof, are the "lots" and the "lot owners" referred to herein, and all areas within the outer boundaries of the said platted subdivision other than those areas specifically shown on the said recorded plat as comprising the numbered "lots" are the "common grounds" referred to in this Judgment and Decree. Such common grounds shall include, but shall not be limited to, the lake and the water therein, and the land underlying said lake; the dam and spillways; the roads and passageways shown on the plat, whether or not presently in use and all existing easements; the parkway, or area between the front line of the lots as shown on the plat and the water edge of the lake; the community center, and all structures and improvements of whatever nature existing on said common grounds, or any part thereof.

4. The said common grounds, as defined in paragraph 3 of this Judgment and Decree, shall exist for, and shall be maintained exclusively for the benefit of, the said lot owners, their heirs or assigns, and the invited guests of the said lot owners, subject to reasonable terms and conditions of use as specified in this Judgment and Decree, or as hereafter

modified or augmented in the manner specified in this Judgment and Decree.

Promptly upon the entry of this Judgment and Decree defendant, Lake Development Enterprises, Inc., by quitclaim deed, shall convey to the Missouri Not-For-Profit Corporation No. NP6355, organized as "The Lake Tishomingo Home Owners Association," all the common grounds as defined in paragraph 3 hereof and the following described property North of the dam, to wit:

"All that part of U.S. Survey 3027, Township 41 North Range 4 East, described as follows: Beginning at a point located South 25 degrees 16 minutes East 10 feet distant from the most Southern corner of Lot Forty-three (43), Block I of Lake Tishomingo, a subdivision as shown by plat on file in the Recorder's Office of Jefferson County, Missouri in plat book 9 page 61; proceed thence from said point of beginning North 25 degrees 16 minutes West 162.10 feet to a point marking the most Western corner of said Lot Forty-three (43), Block I; thence North 14 degrees 04 minutes East 188.15 feet to a point; thence North 70 degrees 07 1/2 minutes East 437.87 feet to a point; thence North 78 degrees 07 1/2 minutes East 184.10 feet; thence North 38 degrees 11 minutes West 222.16 feet; thence South 51 degrees 49 minutes West 247.10 feet; thence South 74 degrees 30 minutes West 1247.20 feet to a point located North 11 degrees 58 minutes West 2 feet distant from the most Northern corner of lot Eighty-seven (87), Block A of said Lake Tishomingo; thence South 11 degrees 58 minutes East 447.83 feet to a point located in the center of a 20 foot pathway as shown on the plat of said Lake Tishomingo lying between Lots One (1) and Eighty (80) of Block A; thence in a Northeastwardly direction with the approximate center of the dam to the place of beginning, containing 12 acres more or less."

to be held in trust as common property for the exclusive use and benefit of the lot owners, their heirs or assigns, subject to the reasonable terms and conditions of use as imposed from time to time by the lawful action of said Not-For-Profit Corporation. Subsequent to such conveyance, defendant shall possess none of the rights given or reserved to it as "Grantor" under its deeds to the various lot owners, which said rights included, among others, the right to approve plans, specify designs, impose regulations or restrictions, prevent changes in or additions to regulations or restrictions,

and to levy assessments against lot owners for various purposes. De-
fendant thereafter shall possess no rights or privileges with respect to the
common grounds other than those rights and privileges possessed from
time to time by every other lot owner in the subdivision. Prior to con-
veyance of the vacant lots now owned by defendant in the subdivision to
third persons, defendant shall not owe any assessments on said vacant lots.
When a vacant lot is sold or transferred by defendant to a third party, it
shall be in a unit no smaller or larger than now platted and for purposes
consistent with subdivision restrictions. The deed of conveyance shall
contain specific notice of restrictions as follows:

"The property conveyed by this instrument is subject
to certain restrictions which are set out in the Judg-
ment and Decree of the Circuit Court of the City of
St. Louis, State of Missouri in Cause No. 81690 - E,
Dortch et al. v. Lake Development Enterprises, Inc.,
which Judgment and Decree is recorded in the Office
of the Recorder of Deeds of Jefferson County, Missouri,
in Book _____ at page _____."

Thereafter said lot shall be subject to all assessments levied on
the basis of its front footage, to all restrictions of record, and its owner
shall possess voting rights based on such front footage.

5. Upon entry of this Judgment and Decree defendant shall turn
over to the said Not-For-Profit Corporation No. ^{NP 10590} ~~NP 6355~~ the entire balance
of its escrow account which contains unexpended proceeds of assessments
heretofore levied against lots in the said subdivision, in the amount of
\$4228.48, and the following described equipment to wit:

1953 2 ton Chevrolet dump truck
Serial No. 6A 59S134233

Allis-Chalmers - Tractor Grader - W. D.
No. 1E-2179

Gravely Mower - No. M34137

Asphalt Oil Distributor No. 258832

11 Foot snow plow

and further shall relinquish to the said Not-For-Profit Corporation all right and claim to the assessments levied for the calendar year 1969 against lots in the said subdivision and shall deliver to the said corporation any payments of assessments or other correspondence relating thereto which hereafter may be directed to defendant; and defendant further shall pay to the said Not-For-Profit Corporation No. NP6355 the amount of \$3,800.00 in full settlement and release of all claims, actions and causes of action whatsoever alleged by the plaintiffs in this class action, being Cause No. 81690 - E, or otherwise arising out of actions taken by defendant to the date hereof pursuant to its alleged rights as Grantor under the deeds to lot owners in the said subdivision.

6. (a) Neither the defendant nor the Missouri Not-For-Profit Corporation No. NP6355, as successor to the rights and obligations of defendant as Trustee for the benefit of the lot owners in the subdivision, shall have any right or obligation to construct a sewer system or a water system to serve the subdivision or to levy any assessments with respect thereto, except as provided for in this Decree or in the subdivision restrictions hereafter adopted pursuant to this Decree; and all references with respect to a proposed sewer system or to a proposed water system contained in the deeds to the respective property owners and all rights of any party arising from such references are hereby declared to be null and void.

(b) The Board of Directors or other governing body of the Not-For-Profit Corporation No. NP6355 hereafter shall have the power to submit to a vote of the lot owners in the subdivision a proposal for a special assessment to be used for a study of the feasibility of a sewer system or of a water system for the subdivision and the cost thereof, and thereafter to submit to a vote of the lot owners in the subdivision

a proposal for a special assessment to implement the construction of such a system on the basis of the plans thus developed. Such vote shall be cast on the basis of the front footage of each lot as platted, with each lot owner having one vote for each ten (10) front feet, but not less than five (5) nor more than ten (10) votes per platted lot, and with a simple majority of the votes cast being required to carry the measure submitted.

7. Effective upon the entry of this Judgment and Decree those deed restrictions contained in the deeds heretofore recorded from defendant, as Grantor, to the respective lot owners in the subdivision, as Grantees, shall be deemed to be modified by this Judgment and Decree so as to eliminate therefrom any and all rights, powers and obligations of defendant as "Grantor," and to vest in the governing body of the Not-For-Profit Corporation No. NP6355, as Trustee for the benefit of the lot owners in the subdivision, all the rights, powers and obligations which by the terms of said deed restrictions are vested in or reserved to the party therein referred to as "Grantor," or as "Lake Development Enterprises, Inc.," with the following changes, omissions, additions and extensions:

(a) The provisions contained in the said deed restrictions with reference to construction of a complete sewer system and a complete water system shall be replaced by the provisions contained in paragraph 6 (b) of this Judgment and Decree.

→ (b) Affairs of the subdivision shall be administered by the governing body of the Not-For-Profit Corporation No. NP6355, and the members of said governing body shall be elected from time to time by a simple majority of the votes cast at an election wherein each lot owner in the subdivision shall be entitled to cast one vote for each ten (10) front feet of lot owned by him, but not less than five (5) nor more than ten (10) votes per platted lot. Said governing body shall adopt by-laws governing its operations and may

adopt rules and regulations and levy assessments from time to time in exercise of its powers under the subdivision restrictions.

(c) Changes in, or additions to, the said subdivision restrictions hereafter may be made from time to time by a simple majority of the votes cast at an election wherein each lot owner in the subdivision shall be entitled to cast one vote for each ten (10) front feet of lot owned by him, but not less than five (5) nor more than ten (10) votes per platted lot. When adopted, such changes in, or additions to, the said subdivision restrictions, shall constitute covenants running with the land in the subdivision and shall be binding upon and shall inure to the benefit of all the lot owners, their heirs and assigns, to the same extent as if the same were originally incorporated in the restrictions contained in the deeds whereby said lot owners obtained their legal title to the property.

(d) The subdivision restrictions, with any changes or additions hereafter made in the manner provided in paragraph 7 (c) of this Judgment and Decree, shall constitute covenants running with the land in the subdivision, binding upon and inuring to the benefit of all the lot owners, their heirs and assigns, until August 1, 1998, the time otherwise provided for their expiration thus being expressly extended by this Judgment and Decree.

(e) A complete copy of the subdivision restrictions, consisting of three (3) sheets captioned "Restrictions applying to Lake Tishomingo" as the same exist prior to the entry of this Judgment and Decree are appended to this Decree and are incorporated herein by this reference.


8. All claims and causes of action asserted by plaintiffs in their petition which are not dealt with specifically in this Judgment and Decree are hereby dismissed with prejudice to plaintiffs and all the other lot owners in the said subdivision.

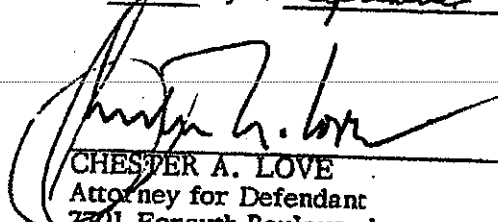
9. All costs of this proceeding, including a reasonable fee for

plaintiffs' attorneys as allowed by this Court, shall be assessed against, and recoverable from, the trust funds resulting from the assessments heretofore or hereafter levied against the owners of the lots in the subdivision, and shall not be the personal obligations of the individual plaintiffs or of the defendant in this Cause.

10. A copy of the proposed Judgment and Decree shall be posted at the Lake Tishomingo Community Center, and a copy shall be sent, postage prepaid, to each owner of a lot in the subdivision, addressed to the last mailing address shown for such owner on the records of Lake Development Enterprises, Inc., together with a notice to such lot owner that the said proposed Judgment and Decree will be entered by this Court and shall be final and binding on the land of each lot owner in the said subdivision 30 days from the date of mailing said notice, unless prior to such time one or more owners of lots in said subdivision shall file with this Court objections to the said proposed Judgment and Decree and suggested changes or modifications thereof, in which event this Court shall schedule hearings on such proposed changes or modifications.

Dated at St. Louis, Missouri this 30th day of September, 1969.


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St. Louis, Missouri 63101


CHESTER A. LOVE
Attorney for Defendant
2701 Forsyth Boulevard
St. Louis, Missouri 63105

JAMES F. NANGLE
Judge of the Circuit Court

RESTRICTIONS APPLYING TO "LAKE TISHOMINGO"

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 outbuilding 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 and 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 purchasers; 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 can not 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.

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 the 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 owners' 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 effected 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 restriction 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.

STIPULATIONS ST. LOUIS

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

IN THE CIRCUIT COURT, CITY OF ST. LOUIS

STATE OF MISSOURI

WILLIAM DORTCH, et al,

Plaintiffs,

vs.

LAKE DEVELOPMENT ENTERPRISES,
INC., a corporation,

Defendant.

Cause No. 81690-E

Division No. 3

STIPULATION

It is hereby stipulated, by and between the plaintiff, the defendant and the parties who filed objections and motions to intervene in the above entitled cause, as follows:

1. "Lake Tishomingo Property Owners Association," a Missouri Not-For-Profit Corporation No. NP 10590 has been formed by the lot owners in Lake Tishomingo Subdivision to take and hold legal title to the common grounds in trust for the exclusive use and benefit of the lot owners, their heirs or assigns, and to succeed to the rights reserved to defendant herein as "Grantor" under deeds to the various lot owners. Accordingly, all references in the proposed Judgment and Decree herein to "Lake Tishomingo Home Owners Association" and/or to "Missouri Not-For-Profit Corporation No. NP6355" shall be changed to read Lake Tishomingo



Property Owners Association" and/or "Missouri Not-For-Profit Corporation No. _____."

2. Paragraph 4 of the proposed Judgment and Decree herein states, with respect to voting rights, that defendant Lake Development Enterprises, Inc. shall owe no assessments on a vacant lot until it is transferred to a third party, and that thereafter the lot shall be subject to all assessments and its owner shall possess voting rights. It is the effect and clear meaning of said language that Lake Development Enterprises, Inc. shall have no voting rights with respect to the lots owned by it during any period of such ownership.

3. The deed which conveys the common grounds, the land underlying the community center subject to the existing valid lease thereon, and the designated acreage North of the dam, has been duly executed by Lake Development Enterprises, Inc. and a copy thereof is filed herewith.

Said deed specifies that all improvements which heretofore have been placed on any part of the common grounds by lot owners are acknowledged to be in compliance with the regulations and restrictions of the subdivision and that legal title to all said improvements, including, without limitation, patios, boat docks, storage facilities, lamp posts and all other items and fixtures, shall be and remain in the respective lot owners who placed them there, or in their successors and assigns. Said deed further specifies that all new improvements or modifications of existing improve-

ments which hereafter are erected by lot owners on any part of the common grounds, shall be subject to advance approval of the applicable governing body of the subdivision, in accordance with restrictions duly adopted.

4. Lake Tishomingo Property Owners Association has duly adopted bylaws to govern its operations, which bylaws are in accordance with requirements of the proposed Judgment and Decree herein. A copy of said bylaws is filed herewith.

(a) Until the annual meeting of the members of the Lake Tishomingo Property Owners Association is held on December 21, 1970, as stated in the Bylaws, the seven members of the first Board of Directors, named in the Articles of Incorporation; namely, William Dortch, John Arendt, Carl A. Twesten, Robert D. Whiteman, Armand Kayarian, Marion R. Evett and John T. Wiley shall act as the governing body of the Association. None of these individuals shall receive any compensation for their services in this capacity.

5. The Court hereafter may allow reasonable attorneys' fees to plaintiffs' attorneys and to the attorneys for those parties who have filed objections to the proposed Judgment and Decree, and suggested changes or modifications thereof, within the thirty day period from October 15, 1969 set by the Court. All of said attorneys' fees are allowed under Paragraph 9 of the proposed Judgment and Decree.

6. The undersigned withdraw all objections, intervenors' petitions and suggested changes or modifications of the proposed

Judgment and Decree which heretofore have been filed in this proceeding. They are hereby withdrawn by leave of Court and the undersigned parties to this cause move the Court that the said proposed Judgment and Decree dated September 30, 1969, modified in respect to the name "Lake Tishomingo Property Owners Association" as stated in paragraph 1 of this Stipulation, be made final.

7. All provisions of the Judgment and Decree which affect title to real estate situated in Jefferson County Missouri, including, but not limited to, any provisions relating to changes, modifications or extensions of the restrictions of record, are to be construed as advisory only and are subject to and dependent upon appropriate Court action to be filed hereafter in Jefferson County Missouri. It shall be the duty and responsibility of the Board of Directors of Lake Tishomingo Property Owners Association to implement the Decree and to defend said trust on behalf of the lot owners.

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STATE OF MISSOURI)
) SS.
COUNTY OF JEFFERSON)

IN THE CIRCUIT COURT OF THE COUNTY OF JEFFERSON

STATE OF MISSOURI

WILLIAM DORTCH, et al.,

Plaintiffs,

vs.

LAKE DEVELOPMENT ENTERPRISES, INC.,
a corporation,

and

LAKE TISHOMINGO PROPERTY OWNERS
ASSOCIATION, a Not-For-Profit Corporation,

and

ARTHUR W. BEASLEY and BERTHA E.
BEASLEY, his wife,

and

JOHN T. WILEY, et al.,

and

ROBERT L. SCHNEIDER, et al.,

and

ROBERT D. WHITEMAN, et al.,

Defendants.

Cause No. 41728

Division No. 2

JUDGMENT AND DECREE

The plaintiffs have filed their petition herein and the defendants having appeared and filed their answers thereto, and it appearing that the plaintiffs have agreed with the defendants as to the relief sought, this Court, after being fully informed of the facts by the pleadings and by

statements of counsel for the respective parties, and being fully advised in the premises, does hereby ORDER, ADJUDGE AND DECREE THAT:

1). The Court has jurisdiction of the parties and of the subject matter of this action.

2). The plaintiffs and defendants other than Lake Development Enterprises, Inc., fairly and adequately represent the class of property owners (lot owners), their heirs or assigns, who have purchased lots in Lake Tishomingo Subdivision, a platted subdivision in Jefferson County, Missouri, from defendant Lake Development Enterprises, Inc., pursuant to deeds which contain restrictions purporting to restrict the use and occupancy of the property in said subdivision in the manners and to the purposes therein stated until August 1, 1973, said restrictions purporting to run with the land and to be subject to extension for further periods not exceeding twenty-five (25) years each by action of the then owners of a majority of the front feet in the subdivision. This action is a "class action" and the decree entered herein shall bind all members of said class; namely, all the owners of lots in said Lake Tishomingo subdivision, and their heirs and assigns, as well as the defendants herein.

3). As used in this Judgment and Decree, "Lake Tishomingo Subdivision" refers to the entire area within the outer boundaries shown by the plat thereof filed in the office of the Recorder of Deeds of Jefferson County, Missouri in Plat Book 9 at Page 61. The platted area is divided into lettered blocks and numbered lots. The numbered lots, and the owners thereof, are the "lots" and the "lot owners" referred to herein, and all areas within the outer boundaries of the said platted subdivision other than those areas specifically shown on the said recorded plat as comprising the numbered "lots" are the "common grounds" referred to in this

Judgment and Decree. Such common grounds shall include, but shall not be limited to, the lake and the water therein, and the land underlying said lake; the dam and spillways; the roads and passageways shown on the plat, whether or not presently in use and all existing easements; the parkways, or area between the front line of the lots as shown on the plat and the water edge of the lake; the community center, (subject to the existing lease between defendants Lake Development Enterprises, Inc., and Lake Tishomingo Improvement Association), and all structures and improvements of whatever nature existing on said common grounds or any part thereof. (Except that all improvements which heretofore have been placed on any part of the common grounds by lot owners are acknowledged to be in compliance with the regulations and restrictions of the subdivision and that legal title to all said improvements, including, without limitation, patios, boat docks, storage facilities, lamp posts and all other items and fixtures, shall be and remain in the respective lot owners who placed them there, or in their successors and assigns, all as provided for by stipulation with deed attached of St. Louis Circuit Court Judgment.)

4). The said common grounds, as defined in paragraph 3 of this Judgment and Decree, shall exist for, and shall be maintained exclusively for the benefit of, the said lot owners, their heirs or assigns, and the invited guests of the said lot owners, subject to reasonable terms and conditions of use as specified in this Judgment and Decree, or as hereafter modified or augmented in the manner specified in this Judgment and Decree. The defendant Lake Development Enterprises, Inc., or its successors in title, as owner of a lot or lots in Lake Tishomingo Subdivision, shall possess the same rights and privileges with respect to the common grounds as each and every other lot owner.

5). The Court hereby approves and confirms the appointment of defendant Lake Tishomingo Property Owners Association, a not-for-profit Corporation No. NP10590 as the successor grantor, trustee who succeeded to the rights reserved under the deed restrictions.

6). The Court further finds that the existing deed restrictions must be changed, modified and extended due to impossibility of performance and for the benefit of the class, to-wit:

a). The deed restrictions contained in the deeds heretofore recorded from Lake Development Enterprises, Inc., as Grantor, to the respective lot owners in the subdivision, as Grantees, shall be deemed to be modified by this Judgment and Decree so as to eliminate therefrom any and all rights, powers and obligations of Lake Development Enterprises, Inc., as "Grantor", and to vest in the governing body of the Not-for-Profit Corporation No. NP10590, as Trustee for the benefit of the lot owners in the subdivision, all the rights, powers and obligations which by the terms of said deed restrictions are vested in or reserved to the party therein referred to as "Grantor," or as "Lake Development Enterprises, Inc.," with the following changes, omissions, additions and extensions;

b). The Missouri Not-For-Profit Corporation No. NP10590, as successor to the rights and obligations of Lake Development Enterprises, Inc., as Trustee for the benefit of the lot owners in the subdivision, shall not have any right or obligation to construct a sewer system or a water system to serve the subdivision or to levy any assessment with re-

spect thereto, except as provided for in this Decree or in the subdivision restrictions hereafter adopted pursuant to this Decree; and all references with respect to a proposed sewer system or to a proposed water system contained in the deeds to the respective property owners and all rights of any party arising from such references are hereby declared to be null and void.

c). The Board of Directors or other governing body of the Not-for-Profit Corporation No. NP10590 hereafter shall have the power to submit to a vote of the lot owners in the subdivision a proposal for a special assessment to be used for a study of the feasibility of a sewer system or of a water system for the subdivision and the costs thereof, and thereafter to submit to a vote of the lot owners in the subdivision a proposal for a special assessment to implement the construction of such a system on the basis of the plans thus developed. Such vote shall be cast on the basis of the front footage of each lot as platted, with each lot owner having one vote for each ten (10) front feet, but no less than five (5) nor more than ten (10) votes per platted lot, and with a simple majority of the votes cast being required to carry the measure submitted. Any vacant lot owned by defendant Lake Development Enterprises, Inc., shall not be subject to any assessments until it is transferred to a third party, and thereafter the lot shall be subject to all assessments and its owner shall possess voting rights.

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It is the effect and clear meaning of said language that Lake Development Enterprises, Inc. shall have no voting rights with respect to the vacant lots owned by it during any period of such ownership.

12 d). Affairs of the subdivision shall be administered by the governing body of the Not-For-Profit Corporation No. NP10590, and the members of said governing body shall be elected from time to time by a simple majority of the votes cast at an election wherein each lot owner in the subdivision shall be entitled to cast one vote for each ten (10) front feet of lot owned by him, but no less than five (5) nor more than ten (10) votes per platted lot. Said governing body shall adopt by-laws governing its operations and may adopt rules and regulations and levy assessments from time to time in exercise of its powers under the subdivision restrictions.

15 e). Changes in, or additions, to, the said subdivision restrictions hereinafter may be made from time to time by a simple majority of the votes cast at an election wherein each lot owner in the subdivision shall be entitled to cast one vote for each ten (10) front feet of lot owned by him, but not less than five (5) nor more than ten (10) votes per platted lot. (Said changes or additions may be for the purpose of assessments, extension of the restrictions, and other matters consistent with the purposes of the subdivision and the trust, but there shall be no change or addition to said restrictions to take away or eliminate the rights or privileges of any lot owner to use Lake Tishomingo, which shall include boating, fishing, the use of private beaches only, the right to moor boats and the use of the common grounds .) all subject to the rules and regulations prescribed by successor grantor from time to time.

When adopted, such changes in, or additions to, the said subdivision restrictions, shall constitute covenants running with the land in the subdivision and shall be binding upon and shall inure to the benefit of all the lot owners, their heirs and assigns, to the same extent as if the same were originally incorporated in the restrictions contained in the deeds whereby said lot owners obtained their legal title to the property.

LT 10-10-98
f). The subdivision restrictions, with any changes or additions hereafter made in the manner provided in paragraph 6 (e) of this Judgment and Decree, shall constitute covenants running with the land in the subdivision, binding upon and inuring to the benefit of all lot owners, their heirs and assigns, until August 1, 1998, the time otherwise provided for their expiration thus being expressly extended by this Judgment and Decree. The restrictions may be extended for additional twenty-five (25) year periods by the voting procedure set out in paragraph 6 (e) of this Judgment and Decree.
g). A complete copy of the subdivision restrictions, consisting of three (3) sheets captioned "Restrictions applying to Lake Tishomingo" as the same exist prior to the entry of this Judgment and Decree are appended to this Decree and are incorporated herein by this reference.

7). All claims and causes of action asserted by plaintiffs in their petition which are not dealt with specifically in this Judgment and Decree are hereby dismissed with prejudice to plaintiffs and all the other lot owners in the said subdivision.

8). A copy of the proposed Judgment and Decree shall be posted at the Lake Tishomingo Community Center, Notice shall be sent to each lot

owner that the said Judgment and Decree will be entered by this Court and shall be final and binding on the land of each lot owner in the said subdivision 30 days from the date of mailing said notice, unless prior to such time one or more owners of lots in said subdivision shall file with this Court objections to the said proposed Judgment and Decree, in which event this Court shall schedule hearings on such objections.

Dated at Jefferson County, Missouri this _____ day of _____, 1971.

JUDGE PHILLIP G. HESS
Judge of the Circuit Court

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and on behalf of 218 other residents
and property owners in Lake Tishom-
ingo Subdivision, organized under
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Bertha E. Beasley, His Wife
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ARTICLES OF INCORPORATION
UNDER THE
GENERAL NOT FOR PROFIT CORPORATION ACT

TO THE SECRETARY OF STATE, JEFFERSON CITY, MISSOURI:

We, the undersigned,

| NAME | ADDRESS |
|-------------------|--------------------------------------|
| Clyde E. Craig | 774 W. Kirkham, St. Louis, Mo. 63122 |
| Kenneth V. Byrne | 7025 Northmoor, St. Louis, Mo. 63105 |
| Daniel P. Reardon | 225 Woodbourne, St. Louis, Mo. 63105 |

being natural persons of the age of twenty-one years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not For Profit Corporation Act" of the State of Missouri, do hereby adopt the following Articles of Incorporation:

1. The name of the Corporation is Lake Tishomingo Property Owners Association.
2. The period of duration of the corporation is perpetual.
3. The address of its initial Registered Office in the State of Missouri is Route 2, Lake Tishomingo, Hillsboro, Missouri, County of Jefferson, and the name of its initial Registered Agent at said Address is Robert D. Whiteman.
4. The first Board of Directors shall be seven in number, their names and addresses being as follows:

| NAME | ADDRESS |
|--------------------|---|
| William Dortsch | Rte. 2, Lake Tishomingo, Hillsboro, Mo. |
| John S. Arendt | Rte. 2, Lake Tishomingo, Hillsboro, Mo. |
| Carl A. Twesten | Rte. 2, Lake Tishomingo, Hillsboro, Mo. |
| Robert D. Whiteman | Rte. 2, Lake Tishomingo, Hillsboro, Mo. |
| Armand Kayarian | 5244 Delor, St. Louis, Mo. |
| Marion R. Evett | 939 Dalkeith, St. Louis, Mo. |
| John T. Wiley | 5205 Creighton Drive, St. Louis, Mo. |

5. The purposes for which the corporation are organized are:

To serve as the regulative and administrative governing body for Lake Tishomingo Subdivision, acting through its Board of Directors pursuant to authority granted under deed provisions, Court decrees, and votes of the Association members.

To collect and administer disbursement of the assessments levied for the upkeep and maintenance of the dam, roads, and other improvements which serve Lake Tishomingo Subdivision.

To hold title to the real estate and other property of whatever kind acquired by the Association and to operate same for any proper purpose for the benefit of the Association members.

To protect Lake Tishomingo Subdivision as an area of single family residences and to prevent encroachment on the area for any other purpose.

To promote friendly social activities among the members of the Association.

Generally, to do any and all things necessary or incidental to any or all of the foregoing purposes: but in no circumstances shall any personal or direct pecuniary gain or profit enure to the benefit of any member.



Clyde E. Craig
Clyde E. Craig

Kenneth V. Byrne
Kenneth V. Byrne

Daniel P. Reardon
Daniel P. Reardon

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

I, John D. Elynn, a Notary Public, do certify that on the 31st day of August, 1970, Clyde E. Crag, Kenneth V. Byrne and Daniel P. Reardon appeared personally before me, and being by me first duly sworn, severally acknowledged that

they signed the foregoing document as their free act and deed in the respective capacities therein set forth, and declared that the statements therein contained are true, to their best knowledge and belief.

In Witness Whereof, I have hereunto set my hand and seal the day and year above written.

Allen D. Meyer
Notary Public

My term expires: 11.72

FILED AND CERTIFICATE OF
INCORPORATION ISSUED
SEP 11 1970
James G. [Signature]
Corporation Dept. SECRETARY OF STATE

ARTICLE I PURPOSE

The Bylaws shall govern the administration and operation of the Lake Tishomingo Property Owners Association, the Trustee of the common properties and of the assessment fund for the exclusive use and benefit of all members.

ARTICLE II MEMBERSHIP

Each lot owner of record of a platted lot in Lake Tishomingo Subdivision, Jefferson County, Missouri, who pays the annual assessment is a member. Membership shall cease upon sale or transfer of the member's lot and the new owner of record shall become a member in like manner.

ARTICLE III ASSESSMENTS

Section 1. The Regular annual assessment for any one year shall not exceed **ONE DOLLAR** per front foot and shall continue thereafter at the same rate unless and until the restriction is changed by vote of the membership.

Section 2. Special assessments for any purpose may be levied only after having been submitted by the Board of Directors to a vote of the members and approved by such vote.

ARTICLE IV RESTRICTIONS

Section 1. The Board of Directors, acting for the Association as trustee for the exclusive benefit of the lot owners and as successor Grantor in the Deed of Restrictions as modified, extended, and attached to the final judgement and decree in the case of Dorch, et al vs Lake Development Enterprises, Inc., Cause No. 81690, Circuit Court, City of St. Louis, State of Missouri, shall enforce the said restrictions on the platted lots. The Board from time to time may make rules and regulations appropriate to that purpose.

Section 2. Any change or modification of restrictions in Section 1 shall be by majority votes cast at a meeting of the membership, in accordance with Article V, Section 5.

ARTICLE V MEETINGS OF MEMBERS

Section 1. The fiscal year of the Association shall be from Aug. 1st thru July 31.

Section 2. The annual meeting of the members of the Association for the election of directors and for the transaction of such other business as may be brought before the meeting shall be held at the community center of the Association at Lake Tishomingo, the county of Jefferson, Missouri, at 11:30 o'clock in the forenoon on the third day of Saturday of June each year, and if that day be a holiday, then on the next succeeding Saturday.

Section 3. The polls for the election of directors shall be kept open for at least three hours after the opening of the meeting unless all the outstanding votes shall have been voted theretofore.

Section 4. A special meeting of the members may be called by the President, or by order of the Board, or by the holders of not less than one-fifth the total number of votes entitled to be cast at such meeting. Notice stating the time, place and purpose of such special meeting shall be mailed to all members entitled to vote not less than twenty (20) days prior to said meeting and a written ballot shall be sent to each member who may request such ballot in writing.

Section 5. The owner or owners of record of platted lots on which the annual assessment has been paid shall be entitled to cast votes in all membership proceedings, on the basis of front footage of each lot as platted, with three being one vote for each ten (10) front feet, but not less than five (5) nor more than ten (10) votes per platted lot. Each matter voted on shall be determined by simple majority of the votes cast in this manner. If the record ownership is divided among several persons, then the votes, must be cast by their unanimous agreement. Votes may be cast by an absentee ballot.

LAKE TISHOMINGO PROPERTY OWNERS ASSOCIATION BY-LAWS

Section 6. The president shall call the members meeting to order and shall preside over the presentation of the annual report. Thereafter the membership present may elect a temporary Chairman to conduct the other business that may be considered by the membership.

Section 7. In voting for directors, each member entitled to vote shall cast votes equal to his or her number of votes determined, in accordance with Section 5, for each director to be elected.

Section 8. The number of directors to be elected in a particular year shall be staggered to provide a continuity on the Board. At the first election only, seven directors shall be elected in the following manner, to-wit: The two individuals receiving the highest number of votes shall be declared elected for three year terms. The two individuals receiving the next highest number of votes shall be declared elected for two year terms, and the remaining three individuals elected to fill expired terms of Directors shall serve for a three year term.

ARTICLE VI BOARD OF DIRECTORS

Section 1. The Board of Directors shall consist of seven members. The Board shall have the power and responsibility to do and/or cause to be done all things that are proper to be done by the Corporation. The directors shall be elected at the annual meeting of the members or at a special meeting called for that purpose as soon thereafter as practicable, and they shall hold office until their successors are elected and qualified.

Section 2. Vacancies in the Board of Directors shall be filled by a majority vote of the remaining Directors, with term of office to run until the next general election, at which time the general membership will elect new directors for the unexpired term. The individuals receiving the next highest number of votes, in chronological order, shall be declared elected to fill the unexpired term or terms.

Section 3. A record of all proceedings of the Board shall be kept by the Secretary and all minutes of proceeding shall be signed by the presiding Board officer of the meeting and the Secretary thereof.

ARTICLE VII MEETINGS OF DIRECTORS

Section 1. The regular annual meeting of the Board shall be held without notice immediately following the annual meeting of members at the community center in Jefferson County, Missouri or at such other local place as may be designated by order of the president.

Section 2. Special meetings of the Board shall likewise be held at the office of the Association or such other place as may be designated in the call. Such meeting shall be held upon call of the President, or pursuant to order of the Board, and notice of Special meetings of the Board shall be given to all directors either verbally or in writing, at least three days before the meeting, but notice may be waived by a majority of the board.

Section 3. Regular board meetings shall be held monthly and shall be open to the membership except that consideration and action with respect to personnel matters, litigation, leasing, purchasing or sale of real estate may be in closed session with closed record and vote. The presiding officer of each regular board meeting shall allot a reasonable time on the agenda for membership comment.

Section 4. Four (4) of the directors shall constitute a quorum. If a quorum be not present at any meeting of the board, those directors present shall adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum be present. In the event of multiple deaths, incapacities, disqualifications, or resignations of directors, the number of remaining directors less one shall constitute a quorum for the purpose of calling a special election or appointing directors to fill vacancies.

ARTICLE VIII OFFICERS

Section 1. The officers of the Association shall consist of a president, vice president, secretary and treasurer who shall be members of the board and such other officers as the Board may appoint. No compensation will be paid to any officer or director.

Section 2. The office of President may not be combined with any other office otherwise any two or more offices may be combined and may be held by any one person as the Board of Directors may determine. Each director shall have one vote only.

Section 3. The President shall be the chief executive officer of the Association and shall have general charge of and control over its affairs subject to the directions of the Board. He shall preside at all meetings of members and directors; except as otherwise provided in article V, section 6 of these by-laws.

Section 4. The Secretary shall attend and keep the minutes of proceedings of all meetings of the members and of the Board. He/she shall have charge of all books and records, except such as are to be kept by the treasurer. He/she shall also give notice of meetings as and when requested to do so by the President or by order of the Board.

Section 5. The Treasurer shall have charge of all funds of the Association and shall deposit or keep the same in such banks or depositories as the Board may direct. He/she shall maintain the accounting records of the Association and have charge of the membership records. Treasurer shall be bonded for any amount to be set by the Board.

Section 6. The officers shall be elected by the Board at the first meeting of the Board following the annual election of Directors. Officers shall hold office during the pleasure of the Board, and vacancies in office may be filled by the Board at any time.

Section 7. Each standing committee, Building Committee, Security Committee, Ecology Committee and Communication and Public Relations Committee shall be chaired by a Director. Other standing committees may be appointed as needed, by the president and approved by the Board. Standing committees shall be subject to the supervision of the Board.

Special or Ad Hoc committees may be appointed by the president with Board approval.

ARTICLE IX SIGNATURES TO CHECKS

Section 1. Checks of the Association shall be issued by such officer with countersignature, as the Board may determine. Endorsements on checks, notes, etc. shall also be made by such officers as the Board may authorize.

ARTICLE X PROPERTY, FUNDS, BOOKS AND PAPERS

Section 1. The property, funds books, correspondence and papers of the Association in the possession or control of any officer or agent thereof, shall be subject to the investigation of the Board or of any member, at all reasonable times. The Board of Directors shall, at the annual meeting, present to the members an accountant's audit of all financial transactions of the past year, June 1 through May 31st. Said audit shall be kept on file and shall be available for inspection by any member.

ARTICLE XI AMENDMENTS

Section 1. These by-laws may be amended only by a majority vote of the members at any annual or special meeting with vote cast in the manner prescribed in article V, section 5 and provided that prior notice of amendment be given in writing to all members not less than 20 days before that meeting.

Section 2. The rules contained in Roberts Rules of order shall govern in all cases to which they are applicable, and in which they are not inconsistent with the bylaws or the special rules of order of this Corporation.

RESTRICTIONS APPLYING TO "LAKE TISHOMINGO"



The following is a compilation of the restrictions applicable to Lake Tishomingo Subdivision as revised by Judgment and Decree of the Circuit Court of Jefferson County, Missouri, in Cause No. 41,728, dated December 9, 1971, and the Judgment and Decree of the Circuit Court of the City of St. Louis, Missouri, in Cause No. 81,690-E, dated September 30, 1969. As used herein, the term "Grantor" or "Successor Grantor" shall mean "Lake Tishomingo Property Owners Association, a Missouri not-for-profit corporation."

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, 1998.

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 Tishomingo Property Owners Association Not-for-Profit Corporation (#10590) 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 outbuilding 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 (subject to Federal and State Law to the contrary).
8. Said premises shall not be leased or rented to any person without 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 purchasers; 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 can not 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 Board of Directors or other governing body of the Lake Tishomingo Property Owners Association Not-for-Profit Corporation No. NP10590 hereafter shall have the power to submit to a vote of the lot owners in the subdivision a proposal for a special assessment to be used for a study of the feasibility of a sewer system or of a water system for the subdivision and the costs thereof, and thereafter to submit to a vote of the lot owners in the subdivision a proposal for a special assessment to implement the construction of such a system on the basis of the plans thus developed. Such a vote shall be cast on the basis of the front footage of each lot as platted, with each lot owner having one vote for each ten (10) front feet, but no less than five (5) nor more than ten (10) votes per platted lot, and with a simple majority of the votes cast being required to carry the measure submitted. Any vacant lot owned by Lake Development Enterprises, Inc., shall not be subject to any assessments until it is transferred to a third party, and thereafter the lot shall be subject to all assessments and its owner shall possess voting rights. It is the effect and clear meaning of said language that Lake Development Enterprises, Inc., shall have no voting rights with respect to the vacant lots owned by it during any period of such ownership.

12. Affairs of the subdivision shall be administered by the governing body of the Lake Tishomingo Property Owners Association Not-for-Profit Corporation No. NP10590, and the members of said governing body shall be elected from time to time by a simple majority of the votes cast at an election wherein each lot owner in the subdivision shall be entitled to cast one vote for each ten (10) front feet of lot owned by him, but no less than five (5) nor more than ten (10) votes per platted lot. Said governing body shall adopt by-laws governing its operations and may adopt rules and regulations and levy assessments from time to time in exercise of its powers under the subdivision restrictions.

NOT
LOT
OWNERS

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.

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 sums 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 the Grantor, its successors or assigns, as party plaintiff.

16. Changes in, or additions to, the said subdivision

(over)

Handwritten signature: KEM

(continued from other side)

restrictions hereinafter may be made from time to time by a simple majority of the votes cast at an election wherein each lot owner in the subdivision shall be entitled to cast one vote for each ten (10) front feet of lot owned by him, but not less than five (5) nor more than ten (10) votes per platted lot. (Said changes or additions may be for the purpose of assessments, extension of the restrictions, and other matters consistent with the purposes of the subdivision and the trust, but there shall be no change or addition to said restrictions to take away or eliminate the rights or privileges of any lot owner to use Lake Tishomingo, which shall include boating, fishing, the use of private beaches only, the right to moor boats and the use of the common grounds.) All subject to the rules and regulations prescribed by successor grantor from time to time. When adopted, such changes in, or additions to, the said subdivision restrictions, shall constitute covenants running with the land in the subdivision and shall be binding upon and shall inure to the benefit of all the lot owners, their heirs and assigns, to the same extent as if the same were originally incorporated in the restrictions contained in the deeds whereby said lot owners obtained their legal title to the property.

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 owners' 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 pathway 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 (ending August 1st, 1973); and

further extensions may be effected 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 restriction 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.

The subdivision restrictions, with any changes or additions hereafter made in the manner provided in paragraph 6 (e) of this Judgment and Decree, (in Cause No. 41,728, Circuit Court of Jefferson County, Missouri), shall constitute covenants running with the land in the subdivision, binding upon and inuring to the benefit of all lot owners, their heirs and assigns, until August 1, 1998, the time otherwise provided for their expiration thus being expressly extended by (said) Judgment and Decree. The restrictions may be extended for additional twenty-five (25) year periods by the voting procedure set out in paragraph 6 (e) of (said) Judgment and Decree.

AMENDMENT TO: RESTRICTIONS APPLYING TO "LAKE TISHOMINGO"

4. As a part of the consideration for the sale of this lot, Lake Tishomingo Property Owners' Association, a Missouri Not-For-Profit Corporation, as Trustee for the benefit of the lot owners of the subdivision, shall have the right to assess the owner of this lot on and after August 1, 1978, and each succeeding August 1st thereafter, such sum as said Trustee 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 one dollar (\$1.00) 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 (30) 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 fifty (50) front feet or more than one hundred (100) front feet.

LAKE TISHOMINGO PROPERTY OWNERS ASSOCIATION WATER ACTIVITIES RULES AND REGULATIONS

Revised August 1, 1982

1. All lot owners and their guests must have Missouri state fishing license.

2. Fishermen must be accompanied by the owner of lake property except by special arrangement to be made with Lake Patrol in advance.

3. No live fish may be used as bait. No minnows permitted.

4. Fish may be taken by the following methods: Rod, pole and line (with not more than three rods, poles and lines per person). Not more than three hooks per rod, pole and line. Any other method such as jug, trotline, baiting of the lake, is a violation.

5. Limits: (Take, Creel, Catch or Possession). The maximum number or quantity of fish permitted to be taken or held in possession by any person within a specified period of time shall be according to the Missouri Conservation Commission's current Wildlife Code. Lake Tishomingo Property Owners Ass'n recommended limits and lengths:

Bas: 12" limit -- 6 daily.

Channel Catfish: 14" limit -- 3 daily.

Bullhead Catfish and Bluegill: No limit.

SECTION II

PATROL BOAT

1. Lake Tishomingo Property Owners Ass'n Patrol Boat shall have the right of way on the lake at all times.

2. Patrol Boat to be operated in a safe and courteous manner at all times.

SECTION III BOAT & MOTOR IDENTIFICATION

1. All boats and motors have to be the property of the property owner.

2. Boats of all types must have owner's block and lot number on each side of boat toward front, in letters not less than three inches in height and in contrasting colors.

3. Upon payment of the annual assessment each August 1st an identification sticker will be mailed with your assessment receipt. This Boat Identification sticker must be placed directly next to the owner's Block and Lot number on the port side of craft. Extra stickers will be available at cost of sticker.

SECTION IV BOATS

1. Maximum length shall be sixteen feet, excluding pontoon boats.

2. No hydroplanes, inboard motors or air boats (swamp buggies).

3. No boat shall be overloaded beyond the OBC rated capacity.

4. No boat shall have a motor that exceeds the OBC maximum rating.

SECTION V PONTOON BOATS

1. The following restrictions and rules apply to all House Boat type of water transportation, including pontoon boats, the length of which is limited to 24 feet.

2. Where the craft is a houseboat type of water transportation, a large enough motor may be used to propel the craft at a speed not to exceed five (5) miles per hour, under usual and ordinary prevailing weather conditions.

3. No such type of craft shall be permitted unless the owner thereof has a residence at Lake Tishomingo.

4. No such type of craft shall have any temporary or permanent sleeping, cooking, sanitary or toilet facilities thereon.

5. No such type of craft shall be used for a temporary or permanent dock.

SECTION VI MOTORS

1. No craft shall have attached a motor which exceeds a total of forty (40) horsepower.

SECTION VII MOTOR BOATING

1. From 10:00 a.m. until 5:00 p.m. (prevailing time), maximum speed allowed.

2. From 5:00 p.m. until 10:00 a.m. all craft shall be operated at trolling speed (slow -- no wake).

3. During skiing hours, 10:00 a.m. to 5:00 p.m., all boats are to maintain the marine pattern of counterclockwise travel. At Lake Tishomingo it will be eastbound on south side and westbound on north side.

4. Zigzagging, facing toward the stern while operating boat, reckless speed, operating craft while intoxicated and any other form of careless or reckless operation shall be prohibited.

5. Minimum clearance of freeboard from gunwale to the surface of the water while operating shall be six (6) inches for any craft.

6. Every craft shall be equipped with approved type of life preserver for each person aboard.

7. Boats operating after dark must be properly lighted.

8. All boating must be at least 100 feet from shore.

9. Right of way shall be in the following order: Sailboats, rowboats, canoes, pontoons.

10. No boats are to enter swimming area under any circumstances.

11. Reduce speed of all craft while in coves to "No Wake Speed -- Slow".

12. No boat is to overload beyond rated capacity.

13. If you see or think that anyone is in distress, make effort to help and notify Patrol Boat.

SECTION VIII SKI AND SURFBOARD SAFETY

1. Skiing or surfboarding limited 1 hour of 10:00 a.m. until 5:00 p.m. (prevailing time).

2. Skier shall wear approved life saving belt or jacket at all times.

3. Keep boat and skier 100 feet from shore while operating.

4. All boats when pulling skiers must either be equipped with a skiing rear view mirror or have at least two occupants.

5. No skiing from coves.

6. Travel counterclockwise at all times.

7. Circle counterclockwise when picking up fallen skier.

8. Never drive boat so that skier is closer than 50 feet from any object.

9. Take signals from skier only.

10. Never sit on gunwale of boat.

11. Operators of boats pulling skier must be at least sixteen (16) years of age.

SECTION IX SCUBA DIVING

1. Any property owner or guest scub diving must have card signifying accredited course in techniques of diving.

2. Report to Patrol approximate area intending to dive.

3. Display diver flag on float or boat and stay within 100 feet of same. Boat and skiers to keep 150 feet from flag. Remove flag after dive.

4. No scuba diving in ski lanes during skiing hours except when search and recovery diving is being conducted.

5. Fish and Game Laws to be observed by divers.

SECTION X SWIMMING

All swimmers must stay within fifty (50) feet of the shoreline.

SECTION XI VIOLATIONS

Citations will be issued to violators and kept on record. After three citations or one very serious violation, violator will be notified to appear before the Board of Directors of the LAKE TISHOMINGO PROPERTY OWNER'S ASSOCIATION.

"HOW TO ASSESS LOT FRONTAGES"
OPINION % Jefferson County Abstract Co.

First Tier Lots:

- A - First tier lots must front on water or a parkway - not a path.
- B - A water front lot would be one having frontage on the water allowing a dock in that frontage; or front on a parkway such as M-41 thru 48 or N-1 thru 8, etc.
- C - If a lot does not have either A or B then it should be assessed on road frontage.

Rule for corner lots:

- A - only one side can be assessed.
- B - If two streets or roads are involved, the frontage on the main road will then be used. (example) if a lot such as I-7~~8~~ is in question then the frontage on North Lakeshore Drive will be used rather than the secondary road of Lakemont Drive.

Second Tier lots: ~~will be assessed~~

Will be assessed on road frontage.

ALL LOTS:

Will be assessed 50' minimum and 100' maximum % deed of Rest.

Question Lots:

G-41 = 100' ON PARKWAY

M-48 = 50' ON PARKWAY

K-49 = 65' ON PARKWAY

I-13 = 50' ON ROAD PLUS 1/2 OF RADIUS

I-14 = ~~50'~~ 50' ON PARKWAY