

Marshall

AGREEMENT TO RENEW RESTRICTIONS APPLYING
TO TISHOMINGO FOREST SUBDIVISION

BOOK 432 PAGE 2375

THIS AGREEMENT, made and entered into on this 28 day of JULY, 1989, by the several parties set forth hereunder as owners of lots and parcels of ground situated within Tishomingo Forest, a subdivision located in Hillsboro, Jefferson County, State of Missouri, and shown in Plat Book 32, Page 8, of the records of the Recorder's Office of Jefferson County, and Lake Tishomingo Property Owners Association, a not-for-profit corporation.

WHEREAS, the Deed of Restrictions applying to Tishomingo Forest Subdivision were dated September 27, 1964, and recorded in the Office of the Recorder of Deeds of Jefferson County on October 1, 1964; in Book 365, Page 199 of the Jefferson County Land Records;

WHEREAS, deeds to each lot in Tishomingo Forest Subdivision were made subject to certain covenants, and restrictions as set forth in Book 365, Page 199 of the Jefferson County Land Records, and

WHEREAS, said restrictions are due to expire on the 1st day of August, 1989; and

WHEREAS, Paragraph Fourteen of said restrictions provides that they may be extended for an additional twenty-five (25) years by an instrument executed by the then owner or a majority of the front feet in said subdivision, the same being duly acknowledged and recorded in the Recorder's Office of Jefferson County, Missouri, before the expiration of said twenty-five (25) year period.

BOOK 432 PAGE 2376

WHEREAS, by virtue of a General Warranty Deed dated the 23rd day of October, 1979, recorded in Book 644, Page 752 of the Jefferson County Land Records, Lake Development Enterprises, Inc., conveyed to Lake Tishomingo Property Owners Association a roadway thirty (30) feet wide situated in Tishomingo Forest Subdivision as shown on the plat recorded in Plat Book 32, Page 8 of the Recorder's Office of Jefferson County, the same being more fully described in Book 644, Page 752 of the Jefferson County Land Records; and

WHEREAS, said Lake Development Enterprises, Inc., by virtue of the Deed recorded at Book 644, Page 752 of the Jefferson County Land Records transferred to Lake Tishomingo Property Owners Association all rights, powers and obligations as Grantor which by the terms of the Deed of Restrictions of Tishomingo Forest were previously vested in Lake Development Enterprises, Inc.; and

WHEREAS, the Board of Directors of Lake Tishomingo Property Owners Association and the owners of the lots in Tishomingo Forest executing this Agreement have agreed that Lake Tishomingo Property Owners Association will, under certain circumstances, waive its right to assess the amount of fifty-five cents (.55) per front foot as and for assessments against the lots and the owners thereof who execute this Agreement, and the following owners who executed this Agreement will, under certain circumstances, waive their right to maintenance of the aforementioned roadways within Tishomingo Forest Subdivision under the terms and conditions set forth in this Agreement.

BOOK 432 PAGE 2377

NOW, THEREFORE, the undersigned, for themselves and their heirs, personal representatives, successors and assigns, and consisting of the owners of a majority of the front feet of the lots in said Tishomingo Forest Subdivision, and Lake Tishomingo Property Owners Association, in consideration of the provisions of this Agreement and in consideration of the agreements and covenants of others, do hereby agree as follows:

1. The restrictions as set forth in the deeds now of record in the County of Jefferson, State of Missouri, recorded in Book 365, Page 199 of the Jefferson County Land Records are hereby extended for an additional twenty-five (25) years to and including the first day of August, 2014.

2. Lake Tishomingo Property Owners Association shall not perform any maintenance or snow removal for roads within Tishomingo Forest Subdivision as shown on the plat of Tishomingo Forest in Plat Book 32, Page 8 of the records of the Recorder's Office of Jefferson County until such time as same is requested in writing by the then owners of a majority of the lots of Tishomingo Forest, which writing may be signed by any individual who is an owner of a lot in Tishomingo Forest. Upon such request, Lake Tishomingo Property Owners Association and a majority of the lot owners in Tishomingo Forest may agree upon the maintenance or snow removal to be performed, the cost thereof, and the amount to be charged per lot in Tishomingo Forest for said maintenance. In the event any such assessment is not paid within sixty (60) days after notice of the same is mailed to a lot owner, Lake

BOOK 432 PAGE 2378

Tishomingo Property Owners Association shall no longer waive its right of assessment as provided in Paragraph 14 of the Deed of Restrictions recorded at Book 365, Page 199 of the Jefferson County Land Records. Except as herein stated, Lake Tishomingo Property Owners Association waives and shall not assess the lots and the owners thereof of Tishomingo Forest Subdivision who have executed this Agreement, any maintenance assessments in accordance with the provisions of Paragraph 14 of the aforesaid restrictions, and Lake Tishomingo Property Owners Association shall have no duty to perform any maintenance in Tishomingo Forest Subdivision.

IN WITNESS WHEREOF, we have subscribed our names and have hereunto set our hands and seals the day and year first above written.

- (1)
- (2)
- (3)
- (4)
- (5)
- (6)
- (7)
- (8)
- (9)

Kenneth A. Davis Christine D. Davis
 Owner(s) of Lot(s) No. 7

Kenneth A. Davis Christine D. Davis
 Owner(s) of Lot(s) No. 7

Kenneth A. Davis Christine D. Davis
 Owner(s) of Lot(s) No. 11

Rick A. Brack Phyllis J. Brack
 Owner(s) of Lot(s) No. 10

Gregory K. Spitas Margie A. Spitas
 Owner(s) of Lot(s) No. 4

Gregory K. Spitas Margie A. Spitas
 Owner(s) of Lot(s) No. 5

Kenneth G. Lanier
 Owner(s) of Lot(s) No. 9

 Owner(s) of Lot(s) No. _____

 Owner(s) of Lot(s) No. _____

Kenneth A. Davis
Christine D. Davis

Kenneth A. Davis
Christine D. Davis

Kenneth A. Davis
Christine D. Davis

Rick A. Brack
Phyllis J. Brack

Gregory K. Spitas
Margie A. Spitas

Gregory K. Spitas
Margie A. Spitas

Kenneth G. Lanier

- (10) Owner(s) of Lot(s) No. _____ BOOK 432 PAGE 2379
- (11) Owner(s) of Lot(s) No. _____
- (12) Owner(s) of Lot(s) No. _____
- (13) Owner(s) of Lot(s) No. _____
- (14) Owner(s) of Lot(s) No. _____
- (15) Owner(s) of Lot(s) No. _____
- (16) Owner(s) of Lot(s) No. _____
- (17) Owner(s) of Lot(s) No. _____
- (18) Owner(s) of Lot(s) No. _____
- (19) Owner(s) of Lot(s) No. _____
- (20) Owner(s) of Lot(s) No. _____



LAKE TISHOMINGO PROPERTY OWNERS ASSOCIATION

By: Milton Hopper
Milton Hopper, President

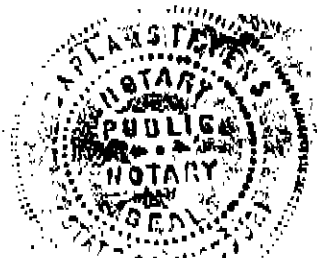
5699 Lake Tishomingo
Hillsboro Mo - 6305

ATTEST:

Elmer D. Puhars
Secretary

Gerard A. Moody
I DO ATTEST AND
WITNESS THE
SIGNATURES ABOVE.
DIRECTOR OF THE
BOARD OF DIRECTORS

DARLA STEVENS
NOTARY PUBLIC STATE OF MISSOURI
JEFFERSON COUNTY
MY COMMISSION EXPIRES OCT 24, 2002



BOOK 132 PAGE 2380

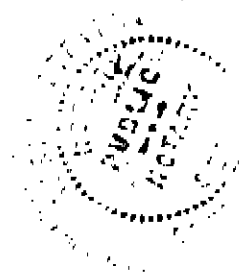
STATE OF MISSOURI)
) SS.
COUNTY OF JEFFERSON)

On this 18th day of July, 1989, before me DARLA STEVENS, a notary public in and for said state personally appeared MILTON HOFER, President of Lake Tishomingo Property Owners Association, known to me to be the person who executed the within Agreement to Renew Restrictions on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated, and that he executed said instrument with authority of the Board of Directors of Lake Tishomingo Property Owners Association.

Darla Stevens
Notary Public

My commission expires: October 24, 1993

DARLA STEVENS
NOTARY PUBLIC STATE OF MISSOURI
JEFFERSON COUNTY
MY COMMISSION EXPIRES OCT 24 1993



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Form 228-B

Printed and for sale by the St. Louis Printing and Legal Forms Co., St. Louis, Mo.

GENERAL WARRANTY DEED 648 321
(CORPORATION)

This Deed, Made and entered into this 26th day of July, 1979, by and between

LAKE DEVELOPMENT ENTERPRISES, INC.

a corporation, organized and existing under the laws of the State of Missouri with its principal office
in the County of Jefferson State of Missouri party of the first part, and

LAKE TISHOMINGO PROPERTY OWNERS ASSOCIATION
Route # 4, Hillsboro 63050

of the County of Jefferson, State of Missouri party or parties of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One dollar (\$1.00) and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does by these presents **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto the said party or parties of the second part, the following described Real Estate, situated in the County of Jefferson and State of Missouri, to-wit:

A roadway 30 feet wide situate in TISHOMINGO FOREST, a subdivision of land in U. S. Survey No. 3027, Township 41 North, Range 4 East, Jefferson County, Missouri. Described as follows: Beginning at the southernmost corners of Lots 45 & 46, Block "C" of Lake Tishomingo; thence South 32 degrees 32 minutes West 30 feet to an iron pin; thence North 57 degrees 28 minutes West 227.72 feet to a point; thence North 82 degrees 12 minutes West 267.71 feet to a point of curve; thence Westwardly and to the left with a curve having a radius of 135.14 feet for an arc distance of 59.01 feet to point of tangent; thence South 72 degrees 47 minutes West 513.22 feet to a point; thence South 74 degrees 32 minutes West 237.83 feet to an iron pin; thence North 9 degrees 51 minutes West 30.15 feet to an iron pin; thence in an Eastwardly direction North 74 degrees 32 minutes East 234.43 feet to a point; thence North 72 degrees 47 minutes East 354.43 feet to point of curve; thence Northwardly and to the left with a curve having a radius of 30.00 feet, to point of tangent; thence North 17 degrees 13 minutes West 139.37 feet to point of curve; thence Northwestwardly and to the left with a curve having a radius of 97.98 feet for an arc distance of 141.28 feet to point of tangent; thence South 80 degrees 09 minutes West 495.65 feet to an iron pin; thence North 9 degrees 51 minutes West 30 feet to an iron pin; thence North 80 degrees 09 minutes East 495.65 feet to a point of curve; thence Southeastwardly and to the right with a curve having a radius of 127.98 feet for an arc distance of 184.54 feet to point of tangent; thence South 17 degrees 13 minutes East 139.37 feet to point of curve; thence Southwardly and to the left with a curve having a radius of 30.00 feet to point of tangent; thence North 72 degrees 47 minutes East 68.34 feet to a point of curve; thence Eastwardly and to the right with a curve having a radius of

165.14 feet for an arc distance of 72.11 feet to point of tangent; thence South 82 degrees 12 minutes East 274.29 feet to an iron pin; thence South 57 degrees 28 minutes East 234.30 feet to the place of beginning. Containing 1.44 acres plus or minus.

Also an easement over the parcel designated as "NOT INCLUDED" as shown upon the plat of TISHOMINGO FOREST, being a subdivision located in U. S. Survey No. 3027, Township 41 North, Range 4 East, described as follows: Beginning at the southeast corner of Lot 9 of Tishomingo Forest and running thence with the northern right-of-way line of Forest Lane South 82 degrees 12 minutes East 220.08 feet; thence North 57 degrees 28 minutes West 285.7 feet to a point in the eastern line of said Lot 9 of Tishomingo Forest; thence South 10 degrees 23 minutes East 125.68 feet to the place of beginning. Containing .32 of an acre plus or minus.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its President and its corporate seal to be hereunto affixed. LAKE DEVELOPMENT ENTERPRISES, INC.

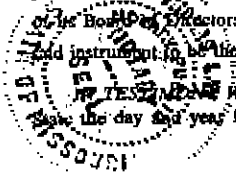
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By Harold W. Hurd
Harold W. Hurd President

STATE OF MISSOURI, }
County of Jefferson } ss. On this 26th day of July, 1979.

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 of the State of Missouri, 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 official seal in the County of Jefferson and State of Missouri, this 26th day of July, 1979.

Thomas Law
Thomas Law Notary Public

My term expires 12/20/82

FILE TIME ON NEXT PAGE

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RESTRICTIONS GOVERNING TISHOMINGO FOREST

The following restrictions shall apply to and govern

Tishomingo Forest, a subdivision in Jefferson County, Missouri,
as shown on Plat filed of even date.

Deeds to each lot in this subdivision 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, 1989.

1. Said lots 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 fifty feet from the front line of the lot; and no porch or part thereof shall be within twenty-five feet of the front line of the lot; nor shall any building be nearer than twenty-five feet from the side lines of said lot.

3. There will be no restrictions as to cost of any residence or other building 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

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or House shall be allowed on said lot. No storage tank shall be above ground on said lot without written consent of the GRANTOR.

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

5. All toilets, baths, sinks, lavatories and inside drains on said premises shall be connected with an approved sanitation 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.

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

7. 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 persons making service shall be sufficient evidence thereof to protect a purchaser.

8. No fence or other obstruction shall be on said lot, except a fence not over three and one half feet high. No signs of any nature, business or otherwise, except the identifying name of the home or owner, may be displayed.

9. GRANTOR shall also have the right to erect telephone poles or poles for carrying electric current at the intersecting corner of any two lots.

10. No livestock of any kind may be kept on the lot except horses, and any lot owner who keeps a horse or horses must confine same to the premises of his lot at all times, whether in use or otherwise.

11. Ownership of a lot in Tishomingo Forest is restricted to persons owning a lot in Lake Tishomingo Subdivision, and no person owning a lot in Tishomingo Forest may transfer or convey ownership of said lot or any part thereof without conveying a Lake Tishomingo Subdivision lot simultaneously to the purchaser, unless said purchaser at that time is the owner of a lot in Lake Tishomingo Subdivision. This restriction, as all others, is and will be binding on all subsequent ownership and conveyances.

12. 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, 1964, 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 (55¢) 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 more than 100 front feet.

13. It is mutually agreed by and between the parties that in the event the 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

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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.

14. Said restrictions may be extended beyond said twenty-five years' period for a new period not extending 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.

15. 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; and the GRANTOR does hereby reserve the right to promulgate further rules, restrictions and regulations in order to more fully effectuate carrying out the purposes of a high grade subdivision.

16. 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.

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WARRANTY DEED BY CORPORATION

KNOW ALL MEN BY THESE PRESENTS, that Lake Development Enterprises, Inc. of the County of Jefferson in the State of Missouri, a corporation organized and existing under the laws of the State of Missouri party of the first part, in consideration of TEN DOLLARS and other valuable consideration to it paid by Lake Tishomingo Property Owners Association, Route 4, Hillsboro, Missouri 63050 of the County of Jefferson and State of Missouri, a corporation, party of the second part, the receipt of whereof is hereby acknowledged, and by virtue and pursuance of a Resolution of the Board of Directors of said party of the first part, does by these presents, Grant, Bargain, Sell, Convey and Confirm unto the said party of the second part its heirs and assigns, the following described rights, powers and obligations and the following described lots, tracts, or parcels of land, lying, being and situate in the County of Jefferson and State of Missouri, to-wit:

All of first parties rights, powers and obligations as "Grantor" under the deed of restrictions applying to Tishomingo Forest, said deed of restrictions being dated September 27, 1964 and recorded October 1, 1964 in Book 365, page 199 of the Jefferson County Land Records.

A roadway 30 feet wide situate in Tishomingo Forest, a subdivision of land in U. S. Survey 3027, Township 41 North, Range 4 East, Jefferson County, Missouri. Described as follows: Beginning at the southernmost corners of Lots 45 & 46, Block "C" of Lake Tishomingo; thence South 32 degrees 32 minutes West 30 feet to an iron pin; thence North 57 degrees 28 minutes West 227.72 feet to a point; thence North 82 degrees 12 minutes West 267.71 feet to a point of curve; thence Westwardly and to the left with a curve having a radius of 135.14 feet for an arc distance of 59.01 feet to point of tangent; thence South 72 degrees 47 minutes West 513.22 feet to a point; thence South 74 degrees 32 minutes West 237.83 feet to an iron pin; thence North 9 degrees 51 minutes West 30.15 feet to an iron pin; thence in an Eastwardly direction North 74 degrees 32 minutes East 234.43 feet to a point; thence North 72 degrees 47 minutes East 354.43 feet to point of curve; thence Northwardly and to the left with a curve having a radius of 30.00 feet, to point of tangent; thence North 17 degrees 13 minutes West 139.37 feet to point of curve; thence Northwestwardly and to the left with a curve having a radius of 97.98 feet for an arc distance of 141.28 feet to point of tangent; thence South 80 degrees 09 minutes West 495.65 feet to an iron pin; thence North 9 degrees 51 minutes West 30 feet to an iron pin; thence North 80 degrees 09 minutes East 495.65 feet to a point of curve;

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thence Southeastwardly and to the right with a curve having a radius of 127.98 feet for an arc distance of 184.54 feet to point of tangent; thence South 17 degrees 13 minutes East 139.37 feet to point of curve; thence Southeastwardly and to the left with a curve having a radius of 30.00 feet to point of tangent; thence North 72 degrees 47 minutes East 68.34 feet to a point of curve; thence Eastwardly and to the right with a curve having a radius of 165.14 feet for an arc distance of 72.11 feet to point of tangent; thence South 82 degrees 12 minutes East 274.29 feet to an iron pin; thence South 57 degrees 28 minutes East 234.30 feet to the place of beginning. Containing 144 acres plus or minus.

Also an easement over the parcel designated as "NOT INCLUDED" as shown upon the plat of TISHOMINGO FOREST, being a subdivision located in U. S. Survey No. 3027, Township 41 North, Range 4 East, in Plat Book 32 Page 8, described as follows: Beginning at the southeast corner of Lot 9 of Tishomingo Forest and running thence with the northern right-of-way line of Forest Lane South 82 degrees 12 minutes East 220.08 feet; thence North 57 degrees 28 minutes West 285.7 feet to a point in the eastern line of said Lot 9 of Tishomingo Forest; thence South 10 degrees 23 minutes East 125.68 feet to the place of beginning. Containing .32 of an acre plus or minus.

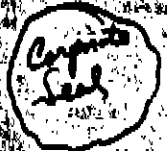
It is the intention of the first party by this deed to eliminate any and all rights, powers and obligations of Lake Development Enterprises, Inc., as "Grantor", thereby vesting in Lake Tishomingo Property Owners Association all of the aforesaid rights, powers and obligations which by the terms of the aforesaid deed of restrictions were heretofore vested or reserved to the first party as "Grantor" or as "Lake Development Enterprises, Inc."

TO HAVE AND TO HOLD the rights, powers and obligations of Grantor as aforesaid and the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said party of the second part, and unto its heirs and assigns, forever, subject to road use as is provided of record. The said part of the first part hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed subject to rights of others to use of roads, as is provided of record. The said party of the first part hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed subject to rights of others to use of roads as is provided of record; that it has good right to convey the same; that the said premises are free

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17. 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.

18. 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 Subdivision.



LAKE DEVELOPMENT ENTERPRISES, Inc.
By Frederick T. Bestman
Frederick T. Bestman, President

ATTEST L. J. [Signature]
Secretary

FRED FOR RECORD

State of Missouri,

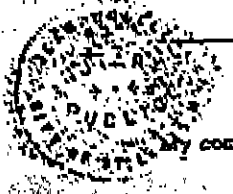
OCT 1 - 1964

City of St. Louis

RICHARD KING, RECORDER

On this 21st day of September, 1964 before me appeared Frederick T. Bestman to me personally known, who being by me duly sworn, did say that he is the President of Lake Development Enterprises, Inc., a corporation of the State of Missouri and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Frederick T. Bestman acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in St. Louis, Missouri



_____ the day and year first above written.

John J. [Signature]
Notary Public

My commission expires Jan 17, 1965

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and clear of any incumbrance done or suffered by it or those under whom it claims except as to rights of others to use of roads as is provided of record; and that it will warrant and defend the title to the said premises unto the said party of the second part and unto its heirs and assigns forever in the estate aforesaid, against the lawful claims and demands of all persons whomsoever. The said party of the first part also hereby covenanting that it is the Grantor under the aforesaid deed of restrictions and that it has good right to transfer the aforesaid rights, power and obligations.

IN WITNESS WHEREOF, the Lake Development Enterprises, Inc., the said party of the first part has caused these presents to be signed by its President and attested by its Secretary, and corporate seal to be hereunto affixed, this the 23rd



of October, 1979.

Harold W. Hurd
 President, Lake Development Enterprises, Inc.

Attested Barbara E. Hurd
 Secretary Barbara E. Hurd

STATE OF MISSOURI)
) SS.
 COUNTY OF JEFFERSON)

On this 23rd day of October, 1979, 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 of the State of Missouri, 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Richard King
 Notary Public
 State of Missouri

My commission expires 3/12/83 Jefferson County



FILED FOR RECORD
 AT Jefferson Mo.
 NOV 2 - 1979
 RICHARD KING, RECORDER

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08/18/2006

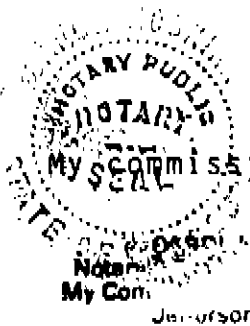
99 432 2384

STATE OF MISSOURI)
) SS.
COUNTY OF JEFFERSON)

On this 27 day of July, 1989, before me personally appeared Kenneth G. Lanning and

_____ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (he/~~she/they~~) executed the same as (his/~~her/their~~) free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year first above written.



Carol Nobkirk
Notary Public

My commission expires:
Carol Nobkirk
Notary Public, State of Missouri
My Commission Expires 9/15/92
Jefferson County

CAROL NOBKIRK
Notary Public, State of Missouri
My Commission Expires 9/15/92
Jefferson County

Return to Dennis Testeau
Wegmann LAW Firm
P.O. Box 127
Hillsboro Mo 63050
Will Call

3-2-11
cby

08/18/2009 09:39 FAX 636 797 3940 LANDAMERICA COMMUNEXLTH 012/020

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STATE OF MISSOURI } ss. On this _____ day of _____, 19____, before me personally appeared _____ of _____, who executed the foregoing instrument, and acknowledged that he is the person or persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed, as the party or parties of the second part.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and State hereof, the day and year first above written.

My term expires _____ Notary Public

STATE OF MISSOURI } ss. On this _____ day of _____, 19____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____ a corporation of the State of _____, 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 _____ acknowledged said instrument to be the free act and deed of said corporation as party of the _____ part.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and State the day and year first above written.

My term expires _____ Notary Public

GENERAL WARRANTY DEED
(Corporation)

FROM
LAKE DEVELOPMENT ENTERPRISES, INC.
A Corporation

TO
LAKE TISHMINGO PROPERTY OWNERS
ASSOCIATION.

Richard King
63050

FILED FOR RECORD
AT _____ O'CLOCK _____ MIN. _____ M.
JAN - 8 1980
RICHARD KING, RECORDER

RECORDING FEE \$ 7.00
STATE USER FEE 1.00
TOTAL \$ 8.00
Richard King

END OF DOCUMENT

08/18/2009 09:43 FAX 836 797 3940

LANDAMERICA.COMMUNWEALTH

0019/020

STATE OF MISSOURI)
) SS.
COUNTY OF JEFFERSON)

BOOK 432 PAGE 2381

On this 21st day of July, 1989, before me personally appeared Kenneth A. Davis and

Christine Davis, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (~~he~~/they) executed the same as (~~his~~their) free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year first above written.



My commission expires:
CAROL HEDRICK
Notary Public, State of Missouri
My Commission Expires 2/12/93
Jefferson County

Carol Hedrick
Notary Public
CAROL HEDRICK
8/15/89