

**AGREEMENT TO RENEW RESTRICTIONS APPLYING
TO TISHOMINGO FOREST SUBDIVISION**

THIS AGREEMENT, made and entered into on this _____ day of _____, 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 owners of 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.

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.

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

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) Kenneth A. Davis, Christa A. Davis
Owner(s) of Lot(s) No. 7
- (2) Kenneth A. Davis, Deborah A. Davis
Owner(s) of Lot(s) No. 8
- (3) Kenneth A. Davis, Deborah A. Davis
Owner(s) of Lot(s) No. 11
- (4) Rick A. Brock, Phyllis J. Brock
Owner(s) of Lot(s) No. 10
- (5) Begonia K. Spivak, Margie O. Spivak
Owner(s) of Lot(s) No. 4
- (6) Begonia K. Spivak, Margie O. Spivak
Owner(s) of Lot(s) No. 5
- (7) Kenneth B. Lanning
Owner(s) of Lot(s) No. 9
- (8) _____
Owner(s) of Lot(s) No. _____
- (9) _____
Owner(s) of Lot(s) No. _____

- (10) _____
Owner(s) of Lot(s) No. _____
- (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, President

ATTEST:

Elmer D. Rubens

Secretary

Gerald A. Moody
I DO ATTEST AND
WITNESS THE
SIGNATURES ABOVE.
DIRECTOR OF THE
BOARD OF LTPOA.

STATE OF MISSOURI)
) SS.
COUNTY OF JEFFERSON)

On this _____ day of _____, 1989, before me
_____ 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.

Notary Public

My commission expires:

STATE OF MISSOURI)
) SS.
COUNTY OF JEFFERSON)

On this _____ day of _____, 1989, before me personally appeared _____ 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.

Notary Public

My commission expires: