RESTRICTIONS APPLYING TO TISHOMINGO FOREST

Deed of Restrictions applying to, Tishomingo Forest dated September 27, 1964, recorded October 1, 1964 in book 365, page 199 of the Jefferson County Land Records recites as follows:

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 hereon. 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 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 purposes 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 pole 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, arid 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 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 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.

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 purpose 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.

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.