

GENERAL SCHEME OF RESTRICTIONS

ON THIS 3RD DAY OF MARCH, 1970, LONEDELL LAKES, INC., A CORPORATION, ORGANIZED AND EXISTING UNDER THE LAWS OF MISSOURI, IS THE FEE OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN FRANKLIN COUNTY, MISSOURI, TO WIT:

See Exhibit A attached hereto and incorporated herein by reference thereto.

Subject to the right of way of public roads as now located and the right of way of State Highway FF.

Subject further to items set forth in Exhibit A attached hereto and incorporated herein by reference thereto as set forth with particularity therein.

The said LONEDELL LAKES, INC., hereinafter called "GRANTOR", does hereby make the following declaration as to limitations, restrictions and uses to which the lots and tracts constituting said property may be put, hereby specifying that said declaration, conveyances, covenants and restrictions shall constitute a covenant to run with the land as provided by law, and shall be binding on said Grantor, its successors, assigns, grantees and all parties and all persons claiming by or under it and them and for the benefit of and limitations and restrictions upon all future owners of said property. This declaration of restriction being designed for the purpose of keeping said property and addition desirable, uniform and suitable in architectural design and for uses herein specified.

1. That said lots and tracts into which property has been subdivided as per the plats thereof duly described hereinabove and filed in the County of Franklin, Missouri, shall be used for residence purposes only and no business of any nature shall be permitted, maintained or conducted thereon except the utilities used in connection therewith, except that Grantor may maintain a sales office or facilities on any of said lot or lots until all lots have been conveyed by Grantor. No

more than one residence at a time shall be placed or kept on any lot without the written consent of the Grantor or the majority of the lot owners in said plats after Ninety-Five Percent (95%) of the lots in both plats shall have been transferred by Grantor and no such restrictions shall be designed or converted for the use of more than one family without the consent as aforesaid being obtained. No clubs, fraternities or organizations of any nature may operate in, from or use any building in said subdivision except that Grantor may maintain a sales office or facility on any of said lot or lots in said plats until all lots in said plats have been conveyed by Grantor.

2. There shall not exist on any lot at any time more than one residence, except as herein provided. No trailer, motor home, mobile home, auto trailer, tent, shack, barn, temporary building, movable house or movable structure, outbuildings or guest house shall be erected, maintained or situated on any of the lots in either plat without the written consent of the Grantor or the majority of the lot owners in said plats after Ninety-Five Percent (95%) of the lots in both plats shall have been transferred by Grantor, except that Grantor may maintain a sales office or facilities on any said lot or lots until all lots have been conveyed by Grantor. No garage shall be constructed except as an integral part of the residence it is intended to serve.

3. Every residence shall front towards the front end of the lots, that is, towards the street, and the main body thereof shall be at least Twenty-Five feet (25') back from the front line of said lot; and any porch or any part thereof shall be at least Fifteen feet (15') from said front line of said lot. No building shall be closer than Five feet (5') from the side lines of said lot. The restrictions and covenants contained in this Paragraph 3 are subject to a variance which may be given by the written consent of the Grantor or the majority of the lot owners after Ninety-Five Percent (95%) of the lots in both plats have been transferred by Grantor, and that said written variance shall, if granted, contain thereon the variance which has been granted.

4. Garages shall be attached to or built in as part of the residence

and shall conform to the character and design of the main structure. If a rear porch shall 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. All piers shall be covered or enclosed with lattice or enclosed with lattice or trellis so that they are not openly exposed.

5. There are no restrictions as to cost of residence, but complete architect's plans and specifications must be submitted for the written approval of the Grantor herein. No residence shall be wholly or partly covered on the outside with tar paper, metal or canvas and no tent houses, screen houses or shack houses shall be erected, maintained or situated on any lot. No unpainted wooden house shall be on any lot unless of treated log or imitation log construction. No basements or temporary structure shall be used as a residence on any of the said lots shall contain a fully enclosed first floor area of at least the following described square footage, exclusive of carport, garage and open and closed porches on the following classification of lots: (a) Water front lots 990 square feet; (b) Second terra lots, being lots which are directly behind the water front lots, being separated by said water front lots by road, 700 square feet; and (c) All other lots 600 square feet.

6. No automobiles, including both those in running condition and "junk" automobiles, and other vehicles and items, shall be stored on any lot unless same is stored in a closed garage which is a part of a residence which is kept closed and not subject to public view.

8. Said premises and lots shall not be used for any unlawful purpose or for any purpose that would injure or be in derogation of the subdivision.

9. No lot or parcel shall be increased in size by filling in the water it abuts, unless said filling in is done by Grantor prior to the conveyance of any lot or parcel by Grantor. After the sale of any lot by the Grantor, the elevation of said lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. No rock, gravel or clay shall be excavated or removed from any property for commercial purposes, except what may be removed for use in the subdivision by Grantor.

10. All toilets, baths, sinks, lavatories and inside drains on said

premises of any lot shall be connected with an approved type of septic tank properly installed according to Grantor's specifications, which shall be furnished with building permit. Such installations shall be in accordance with Board of Health Regulations. The dumping or collecting of rubbish, garbage and refuse shall not be permitted on said premises.

11. No part of said premises or lot shall be leased or rented to any person or corporation or organization without the written consent of the Grantor.

12. The Grantor may designate a certain portion of said lots or premises as a common area for camping, cooking and recreational facilities for use by lot owners and their families and potential lot owners and their families as may be designated by Grantor in writing, from time to time, which portion of said lots or premises which may be designated by Grantor as a common area, shall not be subject to these restrictions until conveyed by Grantor and said common area shall be under and subject to such rules and regulations as the Grantor may from time to time designate in writing.

13. No sale of any of said lot or lots in said subdivision shall be consummated without giving at least Fifteen (15) days' written notice to Grantor of the terms and conditions thereof and Grantor shall have the option and right to buy any of said lots or premises on such terms and conditions. This restriction shall not apply after the Grantor has sold at least Ninety-Five Percent (95%) of the lots in said subdivision.

14. No fence or other obstruction shall be placed upon any lot except a fence not over Three and One-Half feet (3 1/2') high and composed of woven wire with at least Three inch (3") mesh or pickets at least Three inches (3") apart; and no such fence shall protrude past the front of the house. No signs or other advertising of any nature, business or otherwise except the identifying name and number or the home or owner and the name of streets may be displayed.

15. No animals, horses, cattle, swine, goats, livestock or poultry of any kind, both wild and domestic, shall be raised or kept on any lot

or any part of the premises, except household pets provided that said household pets do not exceed Two (2) in number and provided that said household pets are not kept for commercial purposes.

16. No lot or any of the premises shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot or premises to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot or premises that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

17. No private dwelling house erected upon any lot shall be occupied in any manner while in the course of construction until the exterior has been completed.

18. The Grantor, its successors, assigns and grantees for the purposes hereinafter mentioned shall have the right to lay sewer pipes and water pipes and appurtenances as well as poles and pipes for utilities through or across said lots and shall have at all times the right to ingress or egress for the purpose of repairing and maintaining same, provided, however, dirt taken from any excavation on shall be replaced and the surface let as nearly as possible in the same condition it was before such work was started. Grantor, its successors, assigns and grantees for such purposes shall have the right to erect and lay telephone poles or poles for carrying electric current as well as pipe for gas and water at the intersecting corner of any two lots.

19. Each and every one of the covenants, restrictions and reservations contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of such covenants, restrictions and reservations shall, for any reason, be held to be invalid or unenforceable, all remaining covenants, restrictions and reservations shall nevertheless remain in full force and effect.

20. This instrument may be amended at any time, either in whole or

in part as to all or any portions of the lots or premises herein, by the Grantor as long as the Grantor is the record owner of at least Five Percent (5%) of the lots, by the Grantor filing a written amendment with the Office of the Recorder of Deeds of the County of Franklin, State of Missouri. That any amendment filed by the Grantor from time to time may be to add, or delete, or alter, or change any additional covenant, restriction or reservation on said lots or any part thereof.

21. Clothes lines or drying yards shall be so located as not to be visible from the street serving the premises or from the waterfront.

22. No boathouses shall be permitted to be on any lot. Boat docks, the highest projection of which shall not exceed the elevation of the land adjoining such docks, shall be permitted to be constructed adjoining any waterfront lot provided, however, that no such boat docks shall be erected, constructed, maintained or permitted which will extend beyond Ten feet (10') from the lot line paralleling and adjoining the waterfront. This provisions shall not apply to community docking facilities provided by Grantor. No structure except docks, piers or pilings permitted by Paragraph 22 hereof shall be constructed nor any fill used to extend the property beyond the lot and bulkhead line on any waterfront property.

23. As part of the consideration for the sale of any lot, the Grantor shall have the right to assess the owner of said lot after January 1, 1971 and each succeeding January 1st thereafter such sum as Grantor, its successors and assigns shall deem necessary for the upkeep and maintenance of the dam, roads and other improvements and the management and protection of said property provided, however, that no assessment for any one year shall exceed the sum of Thirty-Five Dollars (\$35.00) per lot and provided further that the assessment as levied each year shall become a lien without filing a suit or legal procedure to establish such lien on any such lot if not paid within Thirty (30) days after January 1st of each year in which the assessment is made. /After Grantor has sold or conveyed Ninety-Five Percent (95%) of the lots in said subdivision, the lot owners, by a majority vote of all

the lot owners, may establish a Trust and elect Three (3) Trustees to carry on the aforesaid acts and duties of the Grantor and may establish By-Laws from the regulation of the Trustees and declare their duties.

24. All Grantees, their heirs, assigns, successors, grantees, executors and administrators shall, subject to the compliance with the foregoing restrictions and while owning any of said lots have license personally and for the family to use the privileges of the lake in said subdivision and the parkway surrounding said lake, all subject to the rules and regulations prescribed by Grantor or the aforesaid Trustees from time to time. The streets, lake and parkway surrounding said lake to be for the use of the lot owners and their families.

25. Said restrictions shall be for a period of Twenty-Five (25) years from the date hereof, subject to amendmend as herein provided, and may be extended beyond said period for a new period not exceeding Twenty-Five (25) years, by an instrument executed by the within owners of a majority of the lots in said subdivision and duly acknowledged and recorded in the Office of the Recorder of Deeds of Franklin County, Missouri before the expiration of said Twenty-Five (25) year period. Further extensions may be affected in like manner.

26. All lots in said subdivision sold by the Grantor for residence purposes shall be bound by the aforesaid restrictions set out in this instrument whether or not contained in any Deed (reference to said restrictions may be made in any Deed) and nothing herein contained shall limit the right of the Grantor to use the portion of the property not sold for residence purposes for any purpose not inconsistent with the plat and plan of said subdivision in order to more fully effectuate the purposes of the same; it being the intention of the Grantor to maintain said property as a high grade subdivision for residential purposes.

27. 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 stopviolation of any of said restrictions by injunction or other lawful procedure, and to recover any damages resulting from such

violation.

28. All of the covenants and agreements herein made, subject to amendment as herein provided, shall run with the land and shall bind the Grantor herein, its successors and assigns, and the individual lot owners, their heirs, assigns and grantees.

29. No debris, junk or unsightly accumulation of materials shall be allowed to remain on premises.

30. The dwelling house shall be completed on the exterior within Six (6) months after commencement of construction of any type.

31. No dogs or other household pets shall be allowed to run loose, all dogs must be fenced in or kept on a leash.

32. Grantor may from time to time limit the horsepower of any type of combustible outboard motor which may be allowed on the lake.

33. No building, structure or improvement of temporary or permanent nature shall be allowed, placed, constructed, maintained or kept on any lot or lots without obtaining a written permit from the Grantor, as long as Grantor owns Ninety-Five Percent (95%) of all of the lots, and from the Trustees thereafter.

34. No firearms shall be used or discharged on any lot or lots, common areaway or on or about any lake or lakes in the above described real property.

IN WITNESS WHEREOF, said Grantor has executed these premises as of the day and year first above written.

ATTEST:
Dennis
Secretary

LONEDELL LAKES, INC.
BY *Floyd E. Montgomery*
PRESIDENT

STATE OF MISSOURI)
) SS.
COUNTY OF ~~JEFFERSON~~
 Jefferson

On this 9 day of March, 1970, before me appeared Floyd E. Montgomery, to me personally known, who, being by me duly sworn, did say that he is the President of LONEDELL LAKES, 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 President *Floyd E. Montgomery* 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