

RESTRICTIONS OF RECORD GOVERNING LAKE WAUWANOKA SUBDIVISION

AS FILED IN COUNTY RECORDER'S OFFICE:

The following restrictions shall be subject to proper enforcement clauses:

Deeds to each lot in the block will be made subject to the following covenants and restrictions which shall run with the land and bind all subsequent owners until October 1, 1968. (The Restrictions were extended until October 1, 2025 by an instrument recorded in the Recorder's Office on October 1, 2018).

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 face 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 Wauwanoka Development 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 unpainted wooden house 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 the 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 outbuildings 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 maximum charge of \$3.00 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 adjoining 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. Deleted - refer to Missouri Revised Statute, Chapter 442, Section 442.403.
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 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 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 person making service shall be sufficient evidence thereof to protect a purchase.
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 GRANTEE, his, her, their heirs and assigns are to pay toward the sewer system to be constructed in said Lake Wauwanoka Subdivision, for the right to connect thereto the sum of Eighty-Nine Dollars (\$89.00), due and payable 30 days after said sewer system has been laid to said lot so that a connection can be made thereto. This sum of \$89.00 shall be a lien on said lot until paid.
12. The GRANTEE, his, her, their heirs and assigns are to pay towards the water system to be constructed in said Lake Wauwanoka Subdivision, for the right to connect thereto, the sum of Thirty Dollars (\$30.00), due and payable 30 days after said water system has been laid to said lot so that a connection can be made thereto. This payment will include valves, connections and labor necessary to make connections to lot when ordered by GRANTEE to be done. This sum of \$30.00 shall be a lien on said lot until paid.
13. GRANTOR, shall have the right to lay sewer pipes, 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 October 1, 1945, and each succeeding October 1st thereafter, such sum as GRANTOR shall deem necessary for the upkeep and maintenance of 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 October 1st of the year in which the assessment is made. (This paragraph was amended by decree of the Circuit Court of Jefferson County, Missouri, on September 21, 1967 by substituting the following paragraph):
15. Lake Wauwanoka, Incorporated, successors, assignees of the GRANTOR, has the right to assess the lot owners of Lots in said subdivision after October 1, 1967, and each succeeding October 1st thereafter such sum as Lake Wauwanoka, Inc. shall deem necessary for the upkeep and maintenance of the dam, roads, and improvements provided that no assessment for any one year shall exceed the sum of 75 cents per front foot, and provided further that an additional amount not to exceed 25 cents per front foot per year may be assessed on all lots over a period designated by the GRANTOR with the written consent of the record owners of the majority of lots and the majority of lot owners in said subdivision, and provided further that an additional amount not to exceed 10 cents per front foot may be assessed by the GRANTOR against lots where sewers are located, said additional assessment to be used for the maintenance of sewers only; and provided further that any such assessments shall be and become a lien without the filing of said suit or legal procedure to establish such lien on said lots if not paid within thirty days after October 1st, of the year in which the assessment was made.
16. 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 the date when due, such sum or sums, together with interest thereon, a reasonable attorney's fee, and court costs shall be enforceable and 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.
17. 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 owner's guest to the use and privileges of the Lake in said

subdivision, known as Lake Wauwanoka, which shall include boating, bathing, fishing and the use of the private beaches only, also the parkway surrounding said Lake, including the right to motor boats in front of said parkway, all subject to the rules and regulations prescribed by GRANTOR from time to time.

18. 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.
19. 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 purposes, 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.
20. Said GRANTOR and every person hereafter having the right, title or interest in any lot in said block shall have the right to prevent or stop violation of any said restrictions, by injunction or other lawful procedure, and to recover any damages resulting from such violation.
21. All of 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 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 same Block.