

GENERAL WARRANTY DEED

THIS INDENTURE, Made on the 20th day of February,

A. D. One Thousand Nine Hundred and Seventy-Two by and between LAKE DEVELOPMENT ENTERPRISES, INC., a Missouri Corporation of the County of Jefferson, State of Missouri, party of the first part, and LAKE TISHOMINGO PROPERTY OWNERS ASSOCIATION, MISSOURI, Not-For-Profit Corporation No. NP 10590 as Trustee for the exclusive use and benefit of the owners of lots in Lake Tishomingo Subdivision subject to any decree entered by the Circuit Court of the City of St. Louis in Cause No. 81690E wherein William Dortch, et al are Plaintiffs and Lake Development Enterprises, Inc., a corporation, is the Defendant; and subject to any decree entered by the Circuit Court of Jefferson County, Missouri in Cause No. 41728, wherein William Dortch, et al are Plaintiffs and Lake Development Enterprises, Inc., a corporation, et al, are the Defendants; and subject to restrictions now of record in the office of the Recorder of Deeds of Jefferson County, Missouri on any lots in Lake Tishomingo Subdivision; and subject to any restrictions which may hereafter be placed of record in the said Recorder's Office on any lots in the said subdivision; and subject to any modifications made in any of the said restrictions by either a Court of competent jurisdiction or pursuant to the said restrictions themselves, (address: Route #2 Lake Tishomingo, Hillsboro, Missouri) of the County of Jefferson in the State of Missouri, party of the second part.

WITNESSETH, That the said party of the First Part, in consideration of the sum of One Dallar and other valuable considerations to it paid by the said party 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 of the Second

A strip of land underlying an existing roadway known as Lake Tishomingo Road, and a tract of land containing One and Thirty-six Hundredths (1.36) acres, lying South of and adjacent to said roadway, being more fully described as follows:

A strip of land Forty (40) feet wide located in the Southwest quarter of the Southeast quarter of Section Four (4), Township Forty-one (41) North, Range Four (4) East, the center-line of which is described as follows: Beginning at a point in the eastern boundary line of said Southwest quarter of the Southeast quarter of Section 4, said point being located North 409.7 feet distant from the southeast corner thereof; proceed thence North 88 degrees 49 minutes West 400 feet to point of curve; thence Southwestwardly and to the left with a curve having a radius of 335.55 feet for an arc distance of 138.3 feet to point of tangent; thence South 67 degrees 35 minutes West 202.15 feet to point of curve; thence Southwestwardly and to the right with a curve having a radius of 730 feet for an arc distance of 198.75 feet to point of tangent; thence South 83 degrees 12 minutes West 253.9 feet to a point located South 13 degrees 5 minutes East 20.08 feet distant from the southeast corner of Lot 52 in Block "O" of Lake Tishomingo (subject, however, to the party of the First Part reserving unto itself, its successors and assigns an easement for road purposes over the said strip of land Forty (40) feet wide, and further subject to the party of the First Part being able to grant, bargain, sell, convey and confirm unto third parties an easement for road purposes over the

Part, the following described Real Estate, situated in the County  
of Jefferson and State of Missouri, to-wit:

I

said strip of land Forty (40) feet wide, subject only to the payment by said third parties of reasonable assessments for upkeep of the road as hereinafter provided.)

One and Thirty-six Hundredths (1.36) acres being part of the Southwest quarter of the Southeast quarter of Section Four (4), Township Forty-one (41) North, Range Four (4) East, described as follows: Beginning at the southwest corner of said Southwest quarter of the Southeast quarter of Section 4 and running thence Northeastwardly with a curve having a radius of 135.27 feet for an arc distance of 166.44 feet to point of tangent; thence North 70 degrees 35 minutes East 161.4 feet; thence North 83 degrees 12 minutes East 218.63 feet; thence South 39 degrees 23 minutes West 276.75 feet to a stone in the southern boundary line of said Southwest quarter of the Southeast quarter of said Section 4; thence with said southern boundary line, North 88 degrees 35 minutes West 284.15 feet to the place of beginning.

Said tract of 1.36 acres being subject to an easement for parking reserved to party of the First Part over a strip of land Twenty (20) feet wide lying southeast of and adjacent to the following described line, to-wit: Beginning at a point in the northwestern boundary line of said 1.36 acre tract, said point being located Northeastwardly 61.44 feet distant from the southwest corner thereof, proceed thence Northeastwardly with the northwestern boundary line of said 1.36 acre tract for an arc distance of 105 feet to a point.

Party of the First Part, as owner of approximately Eleven (11) acres, more or less, on both sides of said Lake Tishomingo Road, hereby covenanting for itself, its successors and assigns, that no

part of said eleven (11) acres shall, either now or hereafter, be used for purposes of a trailer park, or as the site of mobile homes, and that upon any residential or commercial development of any of the property in the said eleven (11) acres the right to continue useage of said Lake Tishomingo Road thereafter by the occupants of such developed property shall be contingent upon the payment by said occupants to party of the Second Part of reasonable assessments for upkeep of the Road; which assessments shall be based on the amount of useage made by said occupants from time to time. No such assessments shall be due prior to the time of such development of said eleven (11) acres. The foregoing restrictions and limitations shall constitute continuing covenants, which shall run with the land.

## II

A strip of land two (2) feet wide adjoining the rear property lines of certain of the second-tier lots in the following Blocks in Lake Tishomingo Subdivision, according to the plat thereof on file in Plat Book 9, Page 61 of the Recorder's Office of Jefferson County, Missouri, to which plat reference is hereby made for fuller description:

Behind all of Block "A"; behind all of Block "B" with the exception of lots 39, 40 and 41; behind a part (147 feet) of lot 54 in Block "C"; behind all of Block "D"; behind all of Block "E"; behind all of Block "F" with the exception of approximately 40 feet at the Southeast corner of lot 73-F; in Block "I", behind only lots 55 and 56; behind lots 18 to 27 inclusive in Block "L"; and behind lots 48, 49, 50, 51 and 52 in Block "O".

Party of the First Part hereby confirms and warrants that the rights and privileges of user of the lake and the other common

grounds of Lake Tishomingo Subdivision are reserved exclusively to the individual persons who become owners of lots within the existing recorded boundaries of the Subdivision, their heirs or assigns, and the invited guests of said individual lot owners. None of the property lying outside Lake Tishomingo Subdivision possesses any rights or privileges with respect to said lake and other common grounds of Lake Tishomingo Subdivision, and the common ownership of both a lot in Lake Tishomingo Subdivision and of property bordering the Subdivision shall not expand such owner's rights and privileges of user of the lake and the other common grounds beyond the "one-family" type of non-commercial useage permitted by the restrictions contained in the deeds to lots in the Subdivision presently of record.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto said party of the Second Part, and to its successors and assigns as such trustee forever. The said party of the First Part hereby covenanting that it and its successors and assigns shall and will WARRANT AND DEFEND the title to the premises unto the said party of the Second Part, and to its successors and assigns forever, against the lawful claims of all persons claiming by, through or under party of the First Part but none other, excepting, however, the general taxes for the calendar year 1972 and thereafter, and the special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party of the First Part has executed these presents the day and year first above written.

LAKE DEVELOPMENT ENTERPRISES, INC.  
By: Harold W. Hill  
President

ATTEST:

William E. Smith  
Secretary



STATE OF MISSOURI )  
 ) SS.  
 COUNTY OF ST. LOUIS )

On this 20th day of February, 1972, 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.

Charles P. Woods  
 Notary Public  
 Charles C. Woods

My Commission Expires:

9-9-74