DECLARATION OF RESTRICTIONS, LIMITATIONS, USES, COVENANTS AND CONDITIONS OF TERRE DU LAC, INC.

Notice to the public and all purchasers of lots and parcels of land in Plats 1, 1A, 2, 2A, 2B, 3, 3A, 4, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 of Terre Du Lac, Inc., has been filed in the Office of the Recorder of Deeds of St. Francois County, Missouri and the legal owner of the unsold lots in Plats 1, 1A, 2, 2A, 2B, 3, 3A, 4, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 of Terre Du Lac, Inc., being Terre Du Lac, Inc., a Missouri Corporation; and WHEREAS, said subdivision consists of certain lots and parcels of land as fully set out and described in said plats; and WHEREAS, it is the intention of Terre Du Lac, Inc., to sell and convey to purchasers thereof the unsold lots shown on Plats 1, 1A, 2, 2A, 2B, 3, 3A, 4, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 of Terre Du Lac, Inc., and to deliver to said purchasers of said lots the deed to said property, with certain restrictions as to the use of land and kind and character of buildings and structures to be placed thereon; and WHEREAS, said real estate shown on the aforesaid plats was laid out and platted for the purpose of creating and preserving a uniform plan for a beautiful, clean, modern and attractive subdivision; THEREFORE, in order to carry out the plans and purposes herein set out, it is hereby resolved and declared by Terre Du Lac, Inc., the owners of the unsold lots in Plats 1, 1A, 2, 2A, 2B, 3, 3A, 4, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 of Terre Du Lac, Inc., aforesaid that all lots in said subdivision hereafter sold and conveyed shall be sold and conveyed subject to, and shall hereafter be subject to, the express restrictions, limitations, reservations and uses hereinafter set out and shall be binding upon the holders of said lots and their heirs, successors and assigns, as fully as if set out in full in any deed or conveyance of title hereafter made and delivered to any party or parties by Terre Du Lac, Inc., or its successors in title; and it is further declared and resolved that this instrument and declaration of restrictions, limitations, reservations and uses, shall be recorded in the Office of the Recorder of Deeds of St. Francois County, Missouri, and that in any conveyance hereafter made, this instrument shall be a part thereof by reference to the date thereof and the book and page of said records in which it is recorded; and it is further resolved and declared that said restrictions, limitations, reservations and uses shall be, and they are hereby declared to be as follows, to-wit:

COVENANTS AND RESTRICTIONS

The following restrictive covenants and conditions shall be applicable to and binding upon the lots or parcels of land shown on Plats 1, 1A, 2, 2A, 2B, 3, 3A, 4, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 of Terre Du Lac, Inc., or to be recorded, in the Recorder's Office of St. Francois County, Missouri.

UTILITIES COVENANT

The Purchaser, for himself, his heirs, personal representatives, administrators, executors, successors and assigns, agrees and understands and agrees that the utilities have not been installed in all of the lots in Plats 1, 1A, 2, 2A, 2B, 3, 3A, 4, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 of Terre Du Lac, Inc., aforesaid that all lots in said subdivision hereafter sold and conveyed shall be sold and conveyed subject to, and shall hereafter be subject to, the express restrictions, limitations, reservations and uses hereinafter set out and shall be binding upon the holders of said lots and their heirs, successors and assigns, as fully as if set out in full in any deed or conveyance of title hereafter made and delivered to any party or parties by Terre Du Lac, Inc., or its successors in title; and it is further declared and resolved that this instrument and declaration of restrictions, limitations, reservations and uses, shall be recorded in the Office of Terre Du Lac, Inc., and in for St. Francois County, Missouri, and that in any conveyance hereafter made, this instrument shall be a part thereof by reference to the date thereof and the book and page of said records in which it is recorded; and it is further resolved and declared that said restrictions, limitations, reservations and uses shall be, and they are hereby declared to be as follows, to-wit:

MEMBERSHIP COVENANTS AND RESTRICTIONS

The Purchaser, for himself, his heirs, personal representatives, administrators, executors, successors and assigns, agrees to agree to abide by all the By-Laws of Terre Du Lac Association, Inc., and further agrees to pay an annual charge payable on the first day of May of the year following date of this contract and an annual sum on the first day of May of each succeeding year, so long as he shall own property at Terre Du Lac, to Terre Du Lac Association, Inc., its successors or assigns. $5.00 of the first annual payment shall be a membership fee, the balance and the succeeding annual payment of dues being a reasonable, necessary and proportionate charge for the acquisition, maintenance, upkeep, and operation of various areas and facilities by Terre Du Lac Association, Inc. reserved for the use of Terre Du Lac members, regardless of whether or not the privilege of using such areas or facilities are exercised. Current annual charge is $5.00. This covenant concerning said real estate and the enjoyment, use, and benefit thereof shall be deemed to run with the land and non-payment of the annual charges shall be lien thereon.

DECLARATION OF RESTRICTIONS, LIMITATIONS, USES, COVENANTS & CONDITIONS

1. Said lots shall be used exclusively for residential purposes except those lots designated as business or commercial areas on the plats aforesaid. No lots may be subdivided.

2. Not more than one single family dwelling house may be erected or constructed on any one lot, nor more than one other building for garage or storage purposes, and provided further that no building may be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied with living quarters without written permission of Terre Du Lac Association, Inc. No building shall be constructed or erected on said lot unless built of solid or permanent material. Wood exteriors shall be stained or painted with at least two coats of stain or paint. No structure shall have tar paper, roll brick siding or similar material on the outside wall. No house trailers, tents, shack or other similar structures shall be erected, moved to, or placed upon said lots.

3. Minimum residence living space, one level or first floor, exclusive of porch, garage, carport, basement or additional living levels, shall be as set forth on the plan or plat of Terre Du Lac on which the numbered lot or lots as shown on the purchase agreement are located. All building plans are subject to approval of Terre Du Lac Association, Inc., or its successors or assigns and must comply with the County building code. No porch projection of any building shall extend nearer than twenty-five (25) feet from any road right-of-way; nor nearer than ten (10) feet from the side property line of any abutting property owner; nor within thirty (30) feet from the rear line of any lot; nor within fifty (50) feet from the normal high water line of any lake or river of Terre Du Lac without written permission of Terre Du Lac Association, Inc., or its successors or assigns. (All conditions must comply with the Zoning Ordinance of St. Francois County, Missouri, if and when such ordinance may be effective).

4. Each and every residential building in Terre Du Lac Plats No. 1, 1A, 2, 2A, 2B, 3, 3A, 4, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 shall consist of a minimum of nine hundred (900) square feet LIVING AREA, ONE LEVEL, and on Plat No. 4 shall consist of a minimum of twelve hundred (1200) square feet LIVING AREA, ONE LEVEL.

5. No outdoor toilets shall be allowed. No wastes shall be permitted to enter any lake or river on Terre Du Lac and all sanitary arrangements must be inspected and approved by local and/or state health officers before any waste disposal system shall be constructed. No drain field or other disposal system shall be allowed nearer than fifty (50) feet from the normal high water mark of any river or lake on Terre Du Lac.

6. No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No animals or fowls shall be kept or maintained on said lots except customary household pets in reasonable numbers. No signs of any kind shall be displayed on any lot without written permission of Terre Du Lac, Inc.

7. No boat docks, floats or other structures extending into any lake shall be constructed or placed into or on any lake without prior written approval of Terre Du Lac, Inc., its successors or assigns. Use of any lake is limited to members of Terre Du Lac Association, Inc., and such use shall be in compliance with the rules and regulations of Terre Du Lac Association, Inc., Terre Du Lac, Inc. may have the use of any lake for its
corporate purposes.

7. Terre Du Lac, Inc. for itself, its successors, assigns and licensees, reserves a fifteen (15) foot wide easement along both sides of all road rights-of-ways and a ten (10) foot wide easement along the side and rear lines of each and every lot, with the right of ingress and egress thereon for the purpose of installing and maintaining utility lines, gas and water mains, sewer lines and drainage ditches and appurtenances there together with the right to trim, cut or remove any trees or brush necessary, and the right to locate guy wires, braces and anchors where necessary. Except where an owner of two or more adjoining lots constructs a building which will cross over or through a common lot line, said common lot line shall not be subject to the aforementioned ten foot easement. Terre Du Lac, Inc. for itself, its successors, assigns and licensees also reserves the right to cause or permit drainage of surface waters over and/or through said lots. The owners of said lots shall have no cause of action against Terre Du Lac, Inc., its successors, assigns or licensees either at law or in equity excepting in cases of willful negligence, by reason of any failure to maintain said easements as above mentioned.

8. As part of the consideration herein the Purchaser, his heirs, devisees or assigns further agree that he will not sell, assign or convey any lot or lots to any person or persons not accepted for membership in Terre Du Lac Association, Inc. and further agrees that he will not sell or convey such lot without first, in writing, offering the same to Terre Du Lac Association, Inc., its successors and assigns at a price not exceeding the bona fide offer of a responsible party made in writing to purchase such lot, which offer shall allow the grantor, its successors and assigns as aforementioned, at least fourteen (14) days to accept such offer. This restriction shall not apply to mortgages given to savings and banks, institutions for savings, cooperative banks, savings and loan associations, credit unions or other bona fide lending institutions but shall apply to all conveyances of the equity of redemption in any lot.

9. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers, their heirs, executors, administrators and assigns, and if any of them shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for Terre Du Lac Association, Inc., or Terre Du Lac, Inc., or any person or persons owning such lot to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing, or to recover damages for such violations.

AMENDMENT TO AGREEMENT NOT TO ENFORCE CERTAIN DECLARATIONS OF RESTRICTIONS, LIMITATIONS, USES, COVENANTS AND CONDITIONS Dated March 6, 1997 Recorded in Book 1330 Page 320 St. Francois County, Missouri

10. Notwithstanding any other provisions to the contrary contained in Paragraphs 1 through 9 hereinafterabove, condominiums shall be authorized upon Lots 2, 3, 4 and 5 of Block G and Lots 8, 9, 10, 11, 12, 13, 14 and 15 of Block K, Terre Du Lac Plat No. 4, in accordance with the terms, conditions, and provisions of the condominium declaration attached hereto and incorporated by reference herein. In connection therewith, the minimum square feet of living area per condominium unit, one level or first floor, exclusive of porch, garage, basement or additional levels, shall be 1,200 square feet. The authority to construct and maintain condominiums shall include the right to create a condominium owners association to maintain all common elements of the condominium project, so long as the condominium owners association is created in conformity with all the rules and regulations of the Association.

11. In addition to any other delinquency penalties or delinquency interest for nonpayment of membership dues and assessments, there may be imposed by the Board of Terre Du Lac Association, Inc. a 10% late payment assessment calculated on dues and assessments owed by a property owner or owners, said late payment assessment being calculated on total unpaid dues and assessments owed by a property owner or owners as of May 2nd of each year. This amendment reconfirms the lawful and authorized late payment assessment policy which was established by the Board for Terre Du Lac Association, Inc. in 1991. Notwithstanding any of the foregoing, this shall further confirm that the Board for Terre Du Lac Association, Inc. has, in 1997, amended its by-laws to specify an 18% per annum delinquent interest charge to be assessed on late payments and assessments with said delinquent interest charge being calculated at a rate of 1-1/2% per month on the then unpaid balance of all dues and assessments owing by any property owners.