

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

Deed Record Book 760 at Page 636 – 646 **COUNTY OF ST. FRANCOIS, STATE OF MISSOURI**

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 all successors in title, to any of said lots, 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 in and for St. Francois County, Missouri, and that in any conveyance hereafter made, this instrument shall be made 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 recorded, 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 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. After the water system becomes available to Purchaser, the Purchaser, for himself, his heirs, personal representatives, administrators, executors, successors and assigns, hereby agrees to pay the water service connection fee charged by Terre Du Lac Utilities Corporation, as approved and regulated by the Public Service Commission of Missouri ("P.S.C."). Payment of this fee shall be made by Purchaser at the time of his request for the connection of the water service line from the main line to the Purchaser's property line. Purchaser hereby agrees to pay the continuing water use charges, as approved and regulated by the P.S.C., accruing from the date of connection of the water system to his property line.

After the sewer system becomes available to Purchaser, the Purchaser, for himself, his heirs, personal representatives, administrators, executors, successors and assigns hereby agrees to pay the sewer service connection fee charged by Terre Du Lac Utilities Corporation, as approved and regulated by the P.S.C. Payment of this fee shall be made by Purchaser at the time of his request for the sewer system service. Purchaser, for himself, his heirs, personal representatives, administrators, executors, successors and assigns, hereby agrees to pay the continuing sewer use charges, as approved and regulated by the P.S.C., accruing from the date of either the installation of a temporary sewer system, or the connection of the central sewer system, whichever is the first to occur. Once the central sewer system becomes available to the Purchaser, Purchaser, for himself, his heirs, personal representatives, administrators, executors, successors and assigns, hereby agrees to connect the sewer line from his temporary treatment facility to the central sewer system.

It is understood and agreed that all sums and charges due as provided for in these utility covenants shall be deemed to run with the land and non-payment thereof shall become liens against the real property described herein.

**MEMBERSHIP COVENANTS AND RESTRICTIONS**

The Purchaser, for himself, his heirs, personal representatives, administrators, executors, successors and assigns, agrees 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 \$ 50.00. 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 than no building may be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as 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, shacks or other similar structures shall be erected, moved to, or placed upon said premises. The exteriors of all buildings must be completed within six months from the date construction commenced.
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 plats 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). 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.
4. No outside 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.
5. 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.
6. 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 damage caused said lots in installing, operating or maintaining above mentioned installations.

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 violation. All of the restrictions, conditions, covenants or agreements contained herein shall continue until January 1, 1992. The same may thereafter, and from time to time, be changed, altered, amended or revoked in whole or in part by the membership being provided notice of the date, place and time of a meeting conducted by the Board for Terre Du Lac Association, Inc. to change, alter, amend or revoke all or part of the Covenants and Restrictions. A sixty percent favorable vote of those votes cast at the meeting, whether said votes are cast in person or by proxy, shall be sufficient to effect the change, alteration, amendment or revocation proposed. Provided, however, that no changes shall be made which might violate the purpose set forth in Restriction No. 1. Any invalidation of any one of these covenants and restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect. Any invalidation of any one of these covenants and restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect. Restriction No. 1 contained herein shall continue for a period of ninety-nine (99) years from the date of the recordation of these restrictions in the Recorder's Office of St. Francois County or Washington County, Missouri.

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 Modified to re-authorize and permit TERRE DU LAC, INC. to change the restrictions, limitations, uses, covenants and conditions for the purpose of re-plating, re-subdividing or changing any and all restrictions and covenants, including but not limited to the right to change the use of all lots described in said Amendment; provided, however, that any such change shall first be submitted to and approved by TERRE DU LAC ASSOCIATION, INC., by and through a resolution duly adopted by a majority of its Board of Directors. Any proposed change must be set forth in a written Amendment to Declarations, Restrictions, Limitations, Uses, Covenants and Conditions, approved and executed by both parties and filed with the Recorder of Deeds of the County wherein any lots affected thereby shall be situated.

Paragraphs 10 & 14; Recorded in Book 1330 , Page(s) 314 - 319

10. Notwithstanding any other provisions to the contrary contained in Paragraphs 1 through 9 hereinabove, 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. Notwithstanding any other provisions to the contrary contained in Paragraphs 1 through 9 hereinabove and subject to the terms and conditions set forth in Paragraph 10 hereinabove, 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.

12. 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.

13. This confirms that the Board for Terre Du Lac Association, Inc. has had and continues to have authority to classify for assessment and continuity purposes various property owned by property owners within Terre Du Lac. This confirms that the Board has been and is authorized to establish various rates applicable to different property classifications and to determine in the Board's discretion that for contiguity purposes in determining whether or not to make more than one single assessment for adjoining properties that only contiguous residential lots shall qualify for single assessments, and said Board further has the authority to determine that neither commercial lots as determined by the Board or developed or undeveloped parcels or other properties which are contiguous to residential lots do not qualify for such single assessment.

14. The Board for Terre Du Lac Association, Inc. may promulgate from time to time rules, regulations, provisions, limitations, fees, permits, permit applications and restrictions concerning use, occupancy, and construction on property subject to these Covenants and Restrictions. Any rules, regulations, provisions, limitations, permit forms, permit application forms, or restrictions not in existence as of the effective date of this provision shall be first approved by Terre Du Lac, Inc., and such approval shall not be unreasonably withheld or delayed. Those rules, regulations, provisions, limitations, permit forms, permit applications, forms or restrictions already in existence as of the effective date of this provision may be utilized and/or enforced by the Board for Terre Du Lac Association, Inc.