

LAKE LOTAWANA

EXTENSION OF RESTRICTIONS

Filed October 7th 1947

Book 803 Page 1

No. 533446

1. WHEREAS, Lake Lotawana Development Company, a corporation organized and doing business under the laws of the State of Missouri, hereafter called "corporation", did by its plat dated June 11, 1928 and recorded June 13, 1928 in the office of the Recorder of Deeds of Jackson County, Missouri at Independence in Plat Book 9 at pages 11 to 24, under Recorder document number 247104, create a subdivision of certain described lands, described by metes and bounds therein, in Sections 29, 30, 31 and 32 in Township 48 and Range 30, and also in Sections 4 and 5 in Township 47, Range 30, to be known as Lake Lotawana, comprising Blocks A, B, C, E, F, G, H, I, J, K, L, M, N, O, P, R, S, T, U, V, W, Wallace Reserve, X, Y, and Z in said addition, together with other lands within the limits of said plat not laid off into blocks and lots, and

2. WHEREAS, thereafter said corporation, by additional plats did subdivide certain blocks and tracts of land in Lake Lotawana, as follows:

Subdivision of Block E, filed July 30, 1929 in said plat book in Volume 9 at page 25;

Subdivision of part of Block K, filed March 13, 1929 in said Plat book in Volume 9 at page 26;

Subdivision of part of Block Z filed October 23, 1929 in said plat book in Volume 9 at page 27;

Subdivision of Blocks R and S, filed May 23, 1929 in said plat book in Volume 9 at page 28;

Subdivision of part of Block T, filed April 30, 1929 in said plat book in Volume 9 at page 29;

Resurvey of subdivision of part of Block T, filed January 31, 1930 in said plat Book in Volume 9 at page 30;

Subdivision of Block H, Third Tier Lots 102 to 114 inclusive, filed January 2, 1929 in said plat book in Volume 9 at page 51;

Supplemental Plat No, 1, filed August 24, 1931 in said plat book in Volume 10 at page 2;

Subdivision of Block M, filed January 15, 1932 In said plat book in Volume 10 at page 3;

Lotawana Acres, a subdivision of part of Block T, filed September 26, 1934 in said plat book in Volume 10 at page 6 1/2;

Subdivision of Block U, filed September 21, 1934 in said plat book in Volume 10 at page 7;

Subdivision of Block X, second Tier lots 33 to 61 inclusive, filed June 15, 1938 in said plat book in Volume 10 at page 18 1/2;

Subdivision of Block Y, Second Tier lots 38 to 80 inclusive filed January 27, 1938 in said plat book in Volume 10 at page 19;

Subdivision of Block W, Second Tier lots 37 to 72 inclusive, filed June 15, 1938 in said plat book in Volume 10 at page 19 1/2;

Subdivision of Block V, Second Tier lots 25 to 36 inclusive, filed June 15, 1938 in said plat book in Volume 10 at page 20; and Block V, Lots 37 to 56 inclusive, filed November 14, 1946 in said plat book in Volume 11 at page 73;

The foregoing, set forth in Paragraphs 1 and 2 hereof, constitute all the general plats and subdivisions of tracts and blocks in said Lake Lotawana, filed by said corporation to the date hereof, and all the same are intended to be covered and affected by this agreement, and

3. Whereas, at the time of filing of said original plat of Lake Lotawana, said corporation was the owner in fee of and in possession of all of said lands described in said plat, and thereafter by various corporation warranty deeds, as grantor, did convey certain lots and tracts of land within the limits of said platted addition to various individual grantees, all of said corporation warranty deeds (except in instances hereafter specifically set forth and provided for) reciting that said corporation, as said grantor, in consideration of the agreements of grantees in each of said deeds as thereafter set forth therein, and of certain sums representing the purchase price of each of said lots and tracts of land, did grant, bargain and sell, convey and confirm unto the grantee or grantees named therein, their heirs and assigns, such specifically described lot or tract of land lying, being and situated in the County of Jackson and State of Missouri and a part of Lake Lotawana a subdivision of land, as shown by the recorded plat thereof, each such deed being made subject to certain covenants and restrictions, which are therein stated to run with the land and bind all subsequent owners of the said lot or tract of land until and including January 1, 1948, said covenants and restrictions (except for lots and tracts of land hereinafter specifically described, the deeds to which carried covenants and restrictions of substantially the same character, the same being, set out hereafter) being as follows:

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.
2. Every such residence shall front toward 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. No outbuildings shall be on said lot. Garages shall be attached to or built in as a part of the residence. All rear entrances to residence 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.
4. 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 Lotawana Company 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 storage tank shall be above ground on said lot without written consent of the GRANTOR.
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. Said premises shall not be leased or rented to any person without the written consent of the GRANTOR.
8. No sale of said lots shall be consummated without giving at least fifteen days' written notice to GRANTOR, and the owners of the two lots adjoining said lots 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 his address, last known to the GRANTOR. Affidavit of the person making service shall be sufficient evidence thereof to protect a purchaser. State laws govern paragraph nine.
9. 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 business signs of any nature may be displayed.

Party of the second part _____ heirs or assigns are to pay toward the sewer system and disposal plant to be constructed in said subdivision for the right to connect thereto the sum of Eighty-nine (\$89.00) Dollars, due and payable thirty days after said sewer has been laid to said lot so that a connection can be made thereto. This sum is a lien on said lot until paid.

10. GRANTOR shall have the right to lay sewer pipes and 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.

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

Said restrictions. may be extended beyond said twenty year period, for a new period not exceeding twenty 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 Jackson County before the expiration of said twenty year period; and further extensions may be effected in like manner.

GRANTOR further agrees to maintain all improvements in this subdivision up to January 1, 1932, free and clear of any assessments, after which date at the grantor's discretion an annual assessment of forty-five cents (45¢) per front foot per year may be assessed against said lot for maintenance purpose, which shall be due and be paid by the owner of the lot at the time such assessment is made, and shall be a lien on said lot until paid.

The GRANTOR agrees that all lots in said block sold for residence purposes shall contain substantially the same restrictions as set out in this deed, but nothing herein contained shall limit the right of the GRANTOR to use the portions of property in said subdivision not sold for residence purposes as, it may see fit.

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

All rights and duties of the GRANTOR hereunder shall pass to and bind its successors and its assigns other than individual residence lot owners.

The restrictions on any lot may be removed by the written consent, duly acknowledged and recorded, of GRANTOR and the owners of all other lots in the same Block, and

4. Whereas, the corporation deed to grantees of the hereinafter described lots and tracts of land in said Lake Lotawana, contained substantially the same aforesaid covenants and restrictions, with the exception that provisions of covenants and restrictions for maintenance assessments and sewer payments, in lieu of the provisions therefor set forth in Paragraph 3 hereof, were as follows:

“Grantor further agrees to maintain all improvements in this subdivision up to January 1, 1932, free and clear of any assessments, after which date at the grantor's discretion an annual assessment of thirty cents (30¢) per front foot per year may be assessed against said lot for maintenance purpose, which shall be

due and be paid by the owner of the lot at the time such assessment is made, and shall be a lien on said lot until paid.”

“Party of the second part (grantee) heirs and assigns are to pay toward the sewer system and disposal plant to be constructed in said subdivision for the right to connect thereto the sum of Seventy-six (\$76.00) Dollars, due and payable thirty days after said sewer has been laid to said lot, so that a connection can be made thereto. This sum is a lien on said lot until paid.”;

Said lots and tracts of land being described as follows: Lots 18, 19, and 51 in Block A, Lots 9, 12, 14, 15, 16, 20, 21, 22, 23, 27, 28, 38, 40, 43, 45, 46, 47 and 49 in Block B, Lots 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 20, 21, 22, 24, 27, 47, 50, 53, 55, 56, 57, 70, 74, 95, 96, 100, 102, 103, 104, and 106 in Block C, Lots 10, 11, 12, 13, 14, 15, 20 and 28 in Block F, Lots 30, 32, 33 and 34 in Block G, Lots 15, 26, 29, 30, 32, 78, 85, 86, 87 and 92 in Block H, Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 18, 19, 20, 23, 25 and 26 in Block I, Lots 3, 17, 23, 29, 88, 91, 92, 93, 94, 96, 97, 103 and 111 in Block L, Lots 3, 4, 5, 9, 10 and 35 in Block M, Lots 9 and 18 in Block V, Lot 3 in Block W, Lots 2, 3, 4 and 9 in Block X, Lots 4, 33 and 34 in Block Y, and Lots 10, 23, 24, 26, 27, 28, 29 and 30 in Block Z, and any others as shown by the record thereof in the office of said Recorder, not herein specifically mentioned, and

5. WHEREAS, the corporation deed to grantees of the hereafter described lots and tracts of land in said Lake Lotawana contained substantially the same covenants and restrictions, but the same were set forth as follows:

1. Said real estate shall be used for residence purposes only; a building permit (issued without cost) shall be procured from GRANTOR before construction may be started upon any building. No business of any nature shall be permitted, maintained or conducted therein or thereon. Only one residence building shall be permitted upon each lot.
2. The direction of frontage, location and/or height of buildings constructed shall be subject to approval of the GRANTOR. Generally, the main body of each residence shall be a least 25 feet from the front line of the lot, no porch or part thereof shall be within 15 feet of the front line of the lot nor shall any building be nearer than 5 feet from the side lines of said lot.
3. No outbuildings shall be erected. Garages shall be attached to or built in as a part of residence. All entrances to residences, other than front entrances, shall, where possible be from the side, and if a rear porch is to be a part of the residence, it shall be enclosed with a lattice or trellis.
4. There will be no restrictions as to cost of residences (except Blocks R, S, K and L), but complete architect's plans and specifications are required to be filed with the GRANTOR herein before building permit will be issued. No tar paper, metal or canvas shall be used as exterior finish of roof or sidewalls of any building. Oil storage tanks shall be buried.
5. All toilets, baths, sinks, lavatories, and inside drains on said premises shall be connected with the subdivision sewer system, and all plumbing shall be installed in conformity with GRANTOR'S rules.
6. No sale of the real estate herein conveyed shall be made without first giving at least 15 days written notice to GRANTOR, and the owners of the two adjoining lots, of the price and terms; and thereupon the GRANTOR and/or adjoining lot owners shall have the right to buy said real estate at the same price and upon the same 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 his address last known to the GRANTOR. Affidavit of the person making service shall be sufficient evidence thereof.

7. Construction, character or maintenance of fences and/or walls on this real estate shall be subject to approval of GRANTOR. No business signs or posters of any nature may be displayed without the approval of GRANTOR.

The restrictions on this real estate may be removed by the written consent, duly acknowledged and recorded, of GRANTOR and all owners of lots in the same block.

GRANTOR has reserved the right to vary the foregoing restrictions when and as same may be deemed advisable.

Upon the expiration of the restrictions herein provided for, same may be extended for an additional 20 year period by the execution of such an instrument by the then owners of a majority of the frontage in said subdivision, duly acknowledged and recorded in the Recorders office in Jackson County; further extensions may be effected in like manner.

GRANTOR shall have the right to lay sewer pipes, water pipes and appurtenances thereto through or across said real estate and shall have at all times the right of ingress and egress for the purpose of constructing, repairing, maintaining or operating same; provided however, all excavations shall be refilled and premises left as nearly as possible in original condition. The right is also reserved to GRANTOR to erect and/or maintain poles for telephone or electric transmission lines, at intersecting corners.

The real estate herein conveyed shall be subject to an annual assessment of not to exceed 45 cents per front foot per year, for maintenance purposes, which assessment shall be due and payable by the owner hereof promptly upon notification from the GRANTOR and shall be a lien on said real estate until paid.

GRANTOR agrees that all lots in the block of which this is a part will be sold or maintained with substantially the same restrictions as this lot.

All rights and obligations of the GRANTOR herein shall pass to and bind to its successors and/or assigns.

THE GRANTEE herein, his heirs and assigns, does, subject to the restrictions hereof, have license, personally and for his own family and his or their guests, to the use and privileges of the lake, to wit: boating, bathing, fishing, ice skating, ice boating, the parkway surrounding said lake, and the privilege of mooring boats upon the parkway, all subject, however, to the supervision and rules as same may be promulgated by the GRANTOR herein.

Said lots being described as follows: Lot 31 in Block B, Lots 25 and 27 in Block G, Lots 10, 11, 33, 38, 41 and 42 in Block H, Lot 24 in Block I, Lots 5, 10, 51 and 104 in Block L, Lots 18 and 19 in Block O, Lots 5, 14 and 34 in Block S, Lots 18, 48, 49, 123 and 127 in Block T, Lot 10 in Block X, Lots 20 and 21 in Block Y, Lots 22, 31 and 36 in Block Z, and any others as shown by the record thereof in the office of said Recorder, not herein specifically mentioned, and

6. WHEREAS, the corporation deed to grantees of the hereafter described lots and tracts of land in said Lake Lotawana contained substantially the same covenants and restrictions, but the same were set forth as follows:

1. Said real estate shall be used for residence purposes only. A building permit (issued without cost) shall be procured from GRANTOR before construction may be started upon any building. No business of any nature shall be permitted, maintained or conducted therein or thereon. Only one residence building shall be erected upon each lot and shall be designed for and used by one single family only.
2. The direction of frontage, location and/or height of any building constructed and erected shall be subject to the written approval of the GRANTOR. Generally, the main body of each building shall be at least twenty-five (25) feet from the front line of the lot, and no porch or part thereof shall be within

fifteen (15) feet of the front line of the lot; nor shall any building be nearer than five (5) feet from the side lines of said lot.

3. No outbuildings of any kind or character shall be erected on said premises except on special written permit issued by GRANTOR. Garages shall be attached to or built in as a part of the residence building. All entrances to residences other than front entrances, shall, where possible, be from the side, rear porches shall be enclosed with a lattice or trellis, so that they are not openly exposed to view.

4. Full and complete architect's plans and specifications are required to be filed with and approved in writing by the GRANTOR before a building permit will be issued. No tar paper, metal, or canvas shall be used as exterior finish of roof or side walls of any building. Oil or other storage tanks shall be buried underground and fully and completely covered over by earth. No canvas or tent structure shall be erected or used upon said real estate. All timbers and wooden structures shall be painted, unless of log or slab construction.

5. Said premises shall not be used for any unlawful purpose or in violation of any law, whether federal, state or municipal, or in such manner as to constitute a disturbance of the peace.

6. All toilets, baths, sinks, lavatories and inside drains on said premises shall be connected with the subdivision sewer system, if, as and when such sewer system is constructed and in use, and all plumbing shall be installed in conformity with GRANTOR'S rules and regulations and subject to GRANTOR'S written approval.

7. The premises herein conveyed shall not be leased or rented without the written consent and permission of the GRANTOR.

8. No sale, contract to sell, or conveyance of the real estate herein described shall be made or consummated without first giving at least fifteen (15) day's written notice to GRANTOR, and to the owners of the two side adjoining lots, of the proposed sale price, and terms thereof; and thereupon the GRANTOR and/or either of the side adjoining lot owners shall have the first and prior right, option and privilege during said period of fifteen (15) days to buy said real estate at the same price and upon the same terms. Such written 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 may be mailed to such person at his address last known to the GRANTOR. Affidavit of the person making service shall be sufficient evidence thereof.

9. The construction, character or maintenance of fences or walls on said real estate shall be subject to the written approval and permission of GRANTOR. No signs, billboards, posters or advertisements of any nature shall be displayed without the written approval and permission of GRANTOR.

The restrictions and regulations on said real estate may be removed only by and with the written consent, set forth and contained in an instrument duly signed, acknowledged and recorded, of the GRANTOR and of all owners of lots in the same block of the subdivision.

Upon the expiration of the covenants, reservations and restrictions herein provided, the same may be extended for an additional twenty-year period by the execution of such an instrument and/or instrument, by the then record owners in fee of a majority of the front feet in the same block in said sub division, the GRANTOR, being deemed to be the owner of such real estate whereof it hold the record title in fee, duly acknowledged and recorded in the Recorder's office of Jackson County, Missouri; and further extensions of said covenants, reservations and restrictions may be effected in like manner.

GRANTOR reserves and shall have the right to lay sewer pipes, gas pipes, water pipes, conduits, and appurtenances thereto, through or across said real estate, and at all times shall have the right of ingress

and egress for the purpose of constructing, repairing, maintaining or operating the same; provided, however, that all excavations shall be refilled and the premises left as nearly as possible in their original condition. The right is also reserved to GRANTOR to erect and/or maintain poles for telephone or electric transmission lines at intersecting or adjoining corners of any two lots or tracts.

For the purpose of providing a fund for the maintenance of, and improvements to, roadways, parkways, the lake, dam, sewers, sewage disposal plants, and other facilities for the use and convenience of lot owners of the subdivision the GRANTEE agrees that the real estate herein conveyed shall be subject to and chargeable with an annual maintenance and improvement assessment, to be levied by and paid to the GRANTOR, of not to exceed forty five (45) cents per year per front foot of said real estate, provided that where the foot frontage of any lot is greater or less than fifty (50) feet then the assessment shall be made on the number of feet across the width of the lot, measured at a point midway between the front line and the rear line of said lot. Provided further that said assessment may with the consent of a majority of the lot owners be fixed at a flat sum for all lots, making such difference between front tier lots and second tier lots as conditions may warrant. Such annual assessment shall be made and levied by the GRANTOR, on or before the first day of May each year, and shall be due and payable without interest on the first day of June. Written notice of the amount of said annual assessment may be given to each owner whose address is listed with the GRANTOR, but failure to give such notice shall not affect the validity or enforceability of such annual assessment. Each annual assessment shall become and constitute a first and superior lien on said real estate from the date of the making and levying of the same, and such lien shall continue until the assessment and interest thereon is paid and satisfied in full. In the event that such annual assessment be not paid and satisfied by the twentieth day of June of said year, then such annual assessment shall bear interest from and after the first day of June of said year at the rate of eight (8) percent per annum. Each such annual assessment, 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 Jackson County, Missouri, having jurisdiction of suits for the enforcement of such or similar liens, instituted or commenced by and in the name of GRANTOR as party plaintiff, in which case the lien of the assessment shall continue until the final termination of the suit or action and until sale of the real property under execution of the judgment therein.

The GRANTEE, for himself, his heir's and assigns, agrees to pay an assessment for the cost of a sewer system, if as and when constructed in said subdivision, and for his right to connect thereto, the sum of Eighty-nine Dollars (\$89.00) which shall be due and payable thirty (30) days after said sewer has been paid, and so that a connection can be made thereto by the GRANTEE. It is hereby agreed by and between the parties hereto that said sum shall constitute and become a first and prior lien upon said described premises until paid, and shall be enforceable and collectible, together with a reasonable attorney's fee and court costs, by suit, action or proceeding brought in any court having jurisdiction thereof by and in the name of the GRANTOR, as party plaintiff.

GRANTOR agrees that all lots in the same block of which the real estate herein conveyed is a part, sold for residence purposes, will be sold or conveyed with substantially the same or like restrictions and reservation as are herein set forth, but nothing herein contained shall limit or restrict the right of GRANTOR to use, rent, lease, sell or convey any real property not sold or conveyed for residence purposes as it may see fit. All rights, privileges and obligations of the GRANTOR herein shall inure, pass to and bind its successors or assigns.

Breach or violation of any of the foregoing covenants, reservations and restrictions may be restrained and/or enjoined by appropriate proceedings at law or in equity by or on behalf of GRANTOR or of any owner of real estate in the same block, and GRANTOR or any such owner shall have the right to recover damages resulting from such breach or violation.

The GRANTEE herein shall, subject to compliance with the covenants and restrictions of this Deed and the payment when due of maintenance and/or sewer assessments aforesaid and while he is the owner of said conveyed premises, have the license, personally and for his own family and his or their bona fide guests when accompanied by the owner or a member of the family to the reasonable use and privileges of the lake in said sub-division, namely: Boating, bathing, fishing, ice skating, ice boating, the anchoring of boats and the use of the parkway along the shore line for swimming and fishing, all subject, however, to the supervision and direction of GRANTOR and such rules and regulations as may be promulgated from time to time by the GRANTOR, and which licenses and privileges, or any of them, may at any time be wholly or partially abrogated, cancelled and withdrawn by the GRANTOR for the violation of any rule now in force or hereafter promulgated by the GRANTOR.

Said lots and tracts of land being described as follows: Lot 28 in Block A , Lots 2 and 51 in Block C, Lot 6 in Block E, Lots 23 and 37 Block F, Lots 4 and 10 in Block G, Lots 39 and 46 in Block H, Lots 54 and 55 in Block I, Lot 22 in Block K, Lots 4, 45, 47, 52, 55 , 63, 72, 73, 82, 87, 100, 101, 105 and 155 in Block L, Lots 11, 13, 25, 34, 71 and 149 in Block M, Lots 28, 58, 60, 61, 62, 66, 78, 80, 82 and 84 in Block R, Lots 10 and 31 in Block S, Lots 37, 64, 66, 69, 118 and 132 in Block T, Lot 2 in Lotawana Acres in Block T, Lot 4 in Lotawana Acres in Block T (annual maintenance limit \$37.50), lot 2 in Block U, Lot 7 in Block V, Lots 17, 23, 50, 76 and 77 in Block Y, and Lots 1, 2, 3, 4, 8, South one half of Lot 9, 101, 102 and 103 in Block Z, and any others as shown by the record thereof in the office of said recorder not herein specifically mentioned, including certain acreage in Blocks R and S, and

7. WHEREAS, certain other lots and tracts of land within limits of said Lake Lotawana consisting mainly of acreage or parcels of land, usually described, by metes and bounds, have been conveyed by said corporation to individual grantees, sometimes for residence purposes and sometimes for special purposes and the covenants and restrictions therein are expressed differently than those set forth in paragraphs 3, 4, 5 and 6 hereof, and it is the intention of this agreement to renew and extend the covenants and restrictions contained in the deeds to such lots, tracts, parcels and acreage for the time hereinafter limited, exactly as all other or different covenants and restrictions are to be renewed and extended, and

8. WHEREAS, certain lots or tracts of land in said Lake Lotawana in Blocks A, and E, therein, have been declared by said corporation to be devoted to and used for business purposes or business and residence purposes, and it is the intention of this agreement to continue, renew and extend such presently permitted and declared use thereof as set forth in such deeds for the time hereinafter limited in the same manner as the covenants and restrictions on other lots and tracts of land in Lake Lotawana are extended and renewed, always reserving to Lake Lotawana Development Company the right to move, or move, enlarge and rebuild, the present boat house on Lots in Block A and the unplatted area adjoining same, and to use such land for business purposes, and

9. WHEREAS, each of said corporation warranty deeds issued by said corporation, as aforesaid, contained a provision that the covenants and restrictions contained therein might be extended beyond said 20-year period for a new period not exceeding 20 years, either (a) by the then owners of a majority of the front feet in said subdivision, or (b) by the then owners of a majority of the frontage in said subdivision, or (c) by the then owners in fee of a majority of the front feet in the same block in said subdivision, the grantor (said corporation) being deemed to be the owner of such real estate whereof it holds the record title in fee, by an instrument executed and duly acknowledged and recorded in the Recorder's office of said Jackson County, before the expiration said 20-year period; and that further extensions might be effected in like manner; each of said deeds also containing the provision that said grantor agreed that all lots in such block in which each specific deed was located, sold for residence purposes, should contain substantially the same restrictions as set out in each of such deeds, but nothing therein contained should limit the right of said grantor to use the portions of property in said subdivision not sold for residence purposes, as it might deem fit; and

10. WHEREAS, thereafter, said Lake Lotawana Development Company, a corporation, by its general declaration of restriction, duly dated and acknowledged on May 24, 1944 and duly recorded on May 26, 1944 under Recorder's

Instrument No. 491589 in the office of the Recorder of Deeds of Jackson County, Missouri, at Independence, in Book 715 at page 413, did set forth certain restrictions on lots and land in said Subdivision then owned by it, said declaration of restrictions reciting as follows;

Whereas the Lake Lotawana Development Company, a corporation heretofore has executed a plot of Lake Lotawana, a subdivision of land in Jackson County, Missouri, which plat was recorded on the 13th day of June, 1928, in the office of the Recorder of Deeds of Jackson County, Missouri, at Independence, under Recorders Document No. 247104;

And Whereas, the Lake Lotawana Development Company now desires to place certain restrictions on such lot and land in said Subdivision as are now owned by it, including the land under and the water comprising the lake, the dam, roads, parkway, surrounding the lake and adjacent thereto and paths on such property, shown on said plat, for the use and benefit of the present owner and for its future grantees, other lots in said Subdivision owned by it at the time of the recording of said plat having been conveyed by it subject to substantially the same restrictions as set forth herein.

Now therefore, in consideration of the premises, the Lake Lotawana Development Company for itself and for its successors and assigns, and for its future grantees, hereby agrees that all of the lots and land, including the lake, roads, dam, parkways and paths on the land, shown on said plat which are not owned by it, shall be and they are hereby restricted as to their use and in the manner hereinafter set forth, to wit:

1. None of said lots or land, except lots in Block E, may be improved, used, or occupied for other than private residence purposes, and no flat, hotel or apartment house, though intended for residence purposes, may be erected thereon. Any residence erected or maintained thereon shall be designed for occupancy by a single family. No business of any nature shall be permitted, maintained or conducted therein or thereon. Only one residence building may be upon each lot. The property now used as a yacht club in Block M by owners of property in the Lake Lotawana Country Club may be used for the purposes of such clubs, and the boat house and dock now located in Block A may be used to store and service boats for property owners in the Subdivision. The provisions relative to the yacht Club Country Club and boat house and dock shall be construed as a privilege to use for such purposes and not a dedication. Provided: That the lake, parkway and other land in the Subdivision may be used when suitable for general improvements for the benefit of the entire Subdivision.
2. The only businesses which shall be permitted or maintained in Block E shall be businesses catering only to residents of the Lake Lotawana Subdivision and their guest or those actually there on business with the parties hereto and no business shall be erected or maintained in said Block E catering to the general public, except a sales office.
3. No business, except as provided in paragraph 2 above, shall be permitted or maintained upon the waters of the lake, or the parkway surrounding and adjacent to same, in the said Subdivision, including swimming beaches accommodating the public and persons not owners of lots in the said Subdivision and their guests, or the renting of boats or fishing by the public or persons not owners of lots in said Subdivision and their guests, nor shall said lake, roads, paths, parkways or property be used or occupied by any person not an owner of a lot in said subdivision, or their guests, Provided: Nothing herein contained shall prevent the Lake Lotawana Development Company from, or property owners from, inviting prospective purchasers into the Subdivision for the purpose of examining property for sale and purposes reasonably incident thereto.
4. All lots and tracts of land in said Subdivision hereafter sold or conveyed by the Lake Lotawana Development Company shall be sold and conveyed subject to the same restrictions contained in deeds executed and delivered by said Development Company subsequent to 1940.

5. All lots or tracts of land in said Subdivision hereafter sold or conveyed, or used for purposes other than offering for sale, except property used for the benefit of the entire subdivision, by the Lake Lotawana Development Company shall be subject to an annual assessment, in January of each year, not to exceed 45¢ per front foot (lake side) per year against said lot or tract of land for the purpose of maintaining the general improvements in the subdivision, including dam, sewer, roads, paths, lake, parkway, water system when constructed, and other general improvements in the subdivision, which shall be due and be paid by the owner of the lot or tract of land at the time such assessment is made, and shall be a lien on said lot or tract of land until paid. Where a lot fronts towards the lake on two sides, the shorter side shall be considered for assessment purposes.
6. All lots or tracts of land in said Subdivision sold or conveyed, or used by the Lake Lotawana Development Company for purposes other than offering for sale or the general benefit of the entire Subdivision, by the Lake Lotawana Development Company shall be subject to an assessment toward the expense of construction of the sewer system and disposal plants in the sum of \$89.00, Due and payable thirty days after the sewer has been laid to said lot or tract of land so that a connection can be made thereto. This sum is a lien on said lot or tract of land until paid.
7. These restrictions shall run with the land and bind all subsequent owners until and including January 1, 1948. Said restrictions may be extended beyond said period, for a new period not exceeding twenty years by an instrument executed by the then owners of a majority of the front feet (lake side) in said Subdivision and duly acknowledged and recorded in the Recorder's Office of Jackson County, Missouri before the expiration of said period, and further extensions may be effected in like manner. The Lake Lotawana Development Company agrees to sign such an extension agreement for the first period of twenty years after January 1, 1948, if a majority of other property owners in the Subdivision sign such an agreement.
8. These restrictions, or any part thereof, may be released by an instrument executed by the owners of a majority of the front feet (lake side) in said Subdivision and duly acknowledged and recorded in the Recorder's Office of Jackson County, Missouri. Provided: the Lake Lotawana Development Company for itself, its successors and assigns, agrees that it will not execute such an instrument releasing said restrictions unless such instrument is signed by a majority of the other property owners in said Subdivision.

11. NOW, THEREFORE, in consideration of the premises and in consideration of the sum of One Dollar (\$1.00) to each of the parties hereto paid by the other, the receipt of which is hereby acknowledged, and the mutual covenants, promises and agreements of the undersigned owners, herein contained,

IT IS HEREBY AGREED AND COVENANTED by and between the parties hereto, who mutually promise to each other, and bind each signor's heirs, executors, administrators, successors, devisees, grantees, lessees, and sub-lessees, jointly and severally, such signors being the owners in fee of those lots in said subdivision known as Lake Lotawana, described as aforesaid, set opposite their respective names below, which lots and tracts of land so described and signed for by such owner thereof constitute a majority of the frontage and the front feet (both lakeside and roadside) in said whole sub-division and also a majority of the front feet in each block in said subdivision (both lakeside and roadside) known as Lake Lotawana, (including property the record title of which is owned in fee by said corporation), necessary for the extension of such covenants and restrictions and restricted by the covenants in said individual corporation warranty deeds issued by Lake Lotawana Development Company to the original grantees of each of the described properties therein, that each and every one of such covenants and restrictions as the same are applicable to each lot and tract of land as the same are set forth in each and every corporation warranty deed issued by said corporation in Lake Lotawana, a subdivision of land as shown by the recorded plat thereof and substantially as herein - before set forth, and also the covenants and restrictions set forth in the general declaration of restrictions filed by said corporation on May 26, 1944 as mentioned and set forth in paragraph numbered 10 hereof, are renewed for a period of 20 years from January 1, 1948 on each and every one of the lots and tracts of land so covered by the covenants and restrictions so set forth in each of said

warranty deeds, and in said corporation's declaration of restrictions aforesaid; and further extensions may be effected in like manner.

12. The intention of each signor hereof, by the act of signing this agreement, is as follows:

(a) That the covenants and restrictions renewed as aforesaid are the covenants and restrictions applicable to each lot or tract of land as expressed in the conveyance of such lot or tract of land from said corporation, and in addition thereto the restrictions and covenants set forth in the general declaration of restrictions by said corporation, and in addition thereto the restrictions and covenants set forth in the general declaration of restrictions by said corporation described and mentioned in paragraph No. 10 hereof.

(b) That while the wording and substance of such various restrictions are not set forth verbatim or as to legal effect in paragraph No. 11 hereof, that the statement thereof in previous paragraphs of this agreement incorporated by reference in said paragraph Number 11, as if the same were set forth specifically thereon.

(c) In the event there herein has been a mis-description or omission of description of any lot or tract of land to which a particular series of covenants and restrictions are applicable in the deed therefor from said corporation as shown by such deed or the records of the Recorder of Deeds of Jackson County, Missouri at Independence, or in the event there herein has been a misdesignation of misdescription of the particular series of covenants and restrictions applicable to such lot or tract of land, and that some other series of covenants and restrictions is applicable to such lot or tracts of land as shown by the deed or record of same, whether the same be mentioned herein, or are expressed in some other form and not mentioned herein, the covenants and restrictions hereby renewed as aforesaid are the identical covenants and restrictions set forth in each such deed or record, and applicable to each individual lot or tract of land, so that each and every present existing restriction and covenant as shown by deed or said record shall be renewed and extended in like form and effect for the period herein limited.

(d) In the event any paragraph, section, line, clause, or word of this agreement should be declared void or no effect by any court of competent jurisdiction. No other paragraph, section, line, clause or word hereof shall be affected thereby, but shall be and remain in full force and effect, or in the event this agreement should be held inapplicable as to any individual or to any lot, tract, or parcel of land within the limits of said Lake Lotawana by any court of competent jurisdiction, the same shall not affect any other signor hereof or subsequent grantees or any other lot, tract or parcel of land therein.

(e) In the event there are herein contained as to any lot, tract or parcel of land in said Lake Lotawana, any misdescriptions or misstatements as to the amount or method of computing any amounts provided in such deeds therefor for annual assessments for maintenance purposes or for payments for the sewer system and disposal plant herein mentioned the covenants renewed herein are as to such lots, tracts and parcels of land and the deeds conveying the same, the identical covenants and restrictions setting forth such obligations as show by such deed for such lands.

(f) In the event any original conveyance from said corporation or from any other person to any individual lots, tracts or parcels of land within the limits of said Lake Lotawana fails to set forth the restrictions and covenants in full but merely recites in effect that such conveyances shall carry the restrictions and covenants carried in other deeds to lands in said Lake Lotawana, or that such conveyance should be subject to the restrictions and covenants in effect or as may be allowed or imposed in said Lake Lotawana, or words of similar import or meaning, each owner of any such lot, tract or parcel of land holding under, by or through such a conveyance and being a signor hereof, states that his, her, or its intention is that in construing such conveyance the applicable covenants and restrictions to such lot, tract or parcel of land, and renewed herein, shall be those set forth in paragraph 3 hereof.

13. Each signor hereof states that there has been no misrepresentation of facts to induce the signature of such signor to this extension agreement, nor any misapprehension of facts as to the result thereof, and each signor states and warrants that the property for which he, she, or it signed hereunder was purchased with notice, the actual or constructive, of the aforesaid restrictions contained in the several deeds and the covenant therein authorizing the extension thereof, and the covenant and agreement therein that each of such lots sold by Lake Lotawana Development Company, a corporation, would bear substantially similar restrictions, that said covenants and restrictions are hereby extended pursuant to the power vested in the owner of each lot as shown by the signature of such owner appended hereto, to agree to extend such covenants and restrictions as set forth in the original deed from Lake Lotawana Development Company to the original grantee thereof; that such renewal of said covenants and restrictions is considered by each signor hereof to confer benefits to each such signor and every other signor hereof and to the whole subdivision, including lots and tracts of land not heretofore conveyed by Lake Lotawana Development Company; and that there has not been heretofore and will not in the future be any abandonment of said restrictions and covenants and that the same are obligatory upon each owner of property in said subdivision.

14. As to certain lots in Lake Lotawana heretofore deeded by said corporation to individual grantees, grantees thereof have failed to record such original conveyances thereof in the office of the Recorder of Deeds of Jackson County, Missouri, at Independence and therefore there exists no record of the covenants and restrictions applicable to such lots. All of said lots are now owned or claimed by subsequent grantees. Among said lots are those described as follows: Lot 36 in Block A; Lot 42 in Block B; Lot 53 in Block C; Lot 11 in Block G; Lots 23, 79 and 88 in Block H; Lot 37 in Block I; Lots 71 and 85 in Block L; Lot 68 in Block M; Lot 16 in Block S; Lot 12 in Block T; the west one-half of Lot 125 in Block T; Lot 35 in Block W; Lots 7 and 47 in Block X; Lot 78 in Block Y; Lot 81 in Block Z; Such enumeration is not intended to be inclusive of all such lots.

In consideration of the premises and that set forth in paragraphs 11 and 13 hereof, and the mutual benefit to the present owners of the above described lots and all others similarly affected, it is hereby agreed and covenanted that by the signing of this extension agreement the owner of any lot described above or the owner of any other lot in said Lake Lotawana, the original conveyance of which from said corporation is not recorded as aforesaid, agrees with other signors similarly situated, that until such original deed from said corporation is placed on record in said Recorder's Office, that such lot shall carry the covenants and restrictions set forth in paragraph 3 hereof, and the use of such lot shall be restricted in the manner set forth in said paragraph, in the signor hereof, and such signors future grantees, heirs, executors, administrators, successors, assigns, lessees, and sub-lessees, which covenants and restrictions shall run with the land for the time in this paragraph limited or until January 1, 1968, whichever is shorter, and that in the event the shorter period takes effect upon the recording of such original deed, that the covenants and restrictions stated in such original deed shall apply to such lot under the renewal agreement set forth herein extending the present covenants and restrictions in said Lake Lotawana for a period of twenty years from and after January 1, 1948.

IN WITNESS WHEREOF, we, the undersigned, have hereunto set our hands at the line or lines describing the lots, tracts or parcels of land in said Lake Lotawana owned as aforesaid by us, on the date of the respective acknowledgments to our signatures hereto, in the year 1947.

BLOCK "L"

DESCRIPTION <u>LAKE LOTAWANA</u>	<u>OWNER</u>	<u>SIGNATURE</u>	<u>FOOTAGE</u>	
			<u>FRONT</u>	<u>REAR</u>
84	Simon Partnoy	Simon Partnoy	50	40
	Tessie Partnoy	Tessie Partnoy		