

ILPOA Building and Use Restrictions
Summary of Original Document and Related Amendments

1. The above described lot shall be used exclusively for residential purposes, except those lots designated as business or commercial areas on the maps or plats pertaining to Indian Hills Subdivision and the Recorder's Office of Crawford County, Missouri.
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 shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No structure shall have tarpaper, roll brick siding or similar material on the outside walls. No house trailer or mobile home shall be allowed. No homemade house trailers, converted bus, converted van, converted truck, or vehicle or structure of similar nature will be permitted. Tents, shacks or similar structures shall not be erected, moved to or placed upon said premises. All buildings must be completed within six months from the date construction commences.
3. No residence shall have less than 900 square feet of living space on the ground or first floor, exclusive of porch area. All foundation and structural plans are subject to the approval of the Indian Lake Property Owner's Association, Inc. No porch or projection of any building shall extend nearer than twenty (20) feet from any road right-of-way, no nearer than ten (10) feet from the property line of any abutting property owner, nor within fifty (50) feet from the normal high line of Indian Hills Lake.
4. No outside toilet shall be allowed. No waste shall be permitted to enter into Indian Hills Lake, and all sanitary arrangements must conform with the recommendations of the State Board of the State of Missouri and /or Indian Hills Development Corporation or its assigns. Before any septic tank, or other waste disposal system is constructed, the owner shall be furnished with plans and specifications from the State Board of Health of the State of Missouri, and construct said system in accordance with said plans. No drain field, or other disposal system shall be allowed nearer than fifty feet from the normal high water mark of Indian Hills Lake.
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 fowl shall be kept or maintained on said lot except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of Indian Hills, or its successors or assigns.
6. No boat docks, floats, or other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of Indian Hills Development Corporation, its successors or assigns. Use of the lake shall be in compliance with the rules and regulations of Indian Hills Property Owners Association, Inc.
7. Indian Hills Development Corporation for itself, its successors, assigns and licensees reserves a ten (10) foot wide easement along all road rights-of-way and a five (5) foot wide easement along the side and rear lines/of each and every lot for the purpose of installing, operating and maintaining utility lines and mains thereon, together with the right to trim and /or cut or remove any trees and /or brush and the right to locate guy wires, braces and anchors wherever necessary for said installations, operations or maintenance, together with the right to install, operate and maintain gas and water mains and appurtenances thereto; sewer lines, culverts and drainage ditches, reserving also the rights of ingress and egress to such areas for any of the purposes

mentioned, above. Except where and 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 five (5) foot easement except as shown on above mentioned utility maps. Also except that no easement shall exist on that portion of any waterfront lot running along or abutting the shoreline of Indian Hills Development Corporation for itself, its successors, assigns and licensees also reserves the right to cause or permit drainage or surface waters over and/or through said lots. The owners of said lots shall have no cause of action against Indian Hills Development, its successors, assigns, or licensees either at law or in equity excepting in case of willful negligence, or by reason of any damages caused said lots in installing, operating or maintaining above mentioned installations.

8. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers, their heirs, executors, administrators, and assigns, and if said owners, their heirs, executors, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such lots in the subdivision to prosecute any proceeding 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, 1972. The same may be thereafter, and from time to time, changed, altered, amended or revoked in whole or in part by the owners of the lots in the subdivision whenever the owners of at least two-thirds of the said lots so agree in writing. 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.

9. Part A. Each property owner in Indian Hills Subdivision shall be subject to an annual charge of One Hundred Dollars (\$100.00) for a single lot with or without a dwelling, and an annual charge of Twenty Dollars (\$20.00) for each additional undeveloped lot; two lots side by side used as a single resident lot shall be classified as a single lot. Property owners that own more than one dwelling in Indian Hills Subdivision shall be subject to an annual charge of One Hundred Dollars (\$100.00) for each dwelling.

Part B. Each property owner agrees to pay to Indian Lake Property Owners Association, Inc., its successor and assigns, such annual charges as stated herein annually by the first day of March for the maintenance and upkeep of various areas and services reserved for the common use of the property owners irrespective of whether the privilege of using said areas and services is exercised or not.

Part C. Such annual charges as stated herein shall continue until January 1, 1981 and thereafter may be increased annually in accordance with and in proportion to the increase in the Consumer Price Index for all items established by the Bureau of Labor Statistics for the St. Louis Area. The Dam and Reservoir special assessment charges as written in Part E. Paragraph 9 of the Warranty Deed Building and Use Restrictions as amended shall not be increased. Property owner further agrees that the common use of the above mentioned areas shall be subject to the approval of property owner for membership in Indian Lake Property Owners Association, Inc. and to compliance with all rules and regulations from time to time promulgated by the Board of Directors of said Association.

Part D. Property Owner further agrees that all charges herein set forth shall be and constitute a debt which may be collected by suit in any Court of competent jurisdiction or otherwise, and that such indebtedness shall be and constitute a lien upon any and all land of property owners in this subdivision; and that upon the conveyance of any part of the land described herein the grantee thereof, and each and every successive owner and or owners, shall from the time of acquiring title, and by acceptance of such title by deed or otherwise as aforesaid, covenant and agree to pay Indian Lake Property Owners Association, Inc., its successor and assigns, all charges, past and future as provided for in, and in strict accordance with, the terms and provisions hereof.

Part E. Each property owner agrees to be subject to a Dam and Reservoir Special Assessment charge of Seventy-five dollars (\$75.00) each year for a period of five years, beginning January 1, 1984, and ending December 31, 1989. Special assessment charge shall be paid to Indian Lake Property Owners Association, Inc. annually by the first day of March of each calendar year. Such charges as stated herein shall be exclusively used for the purpose of upgrading the discharge capacity of Indian Lake spillway, and for other future dam and reservoir improvements, repairs or upkeep in compliance with requirements of the Missouri Dam and Reservoir Safety Program. Any special assessment charge shall also be and constitute a lien enforceable and collectable in the same manner as provided herein for annual charges.

Note: Original created on 7/11/62 and amended on 9/25/78, 9/7/83, and 10/21/89. The original document and the three amendments are recorded with the Crawford County Recorder of Deeds.