# ORIGINAL BUR

Recorded BK 157 PG 368

Amendment 1 Deled 9/25/78 BK 279, PG 161

Amendment 2 daled 9/7/83 BK 313, PG 223

Amendment 3, daled 10/21/89
BK 362, Pg144

#### BUILDING AND USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, INDIAN HILLS DEVELOPMENT
CORPORATION, a corporation of the State of Missouri, being the
absolute fee simple owner of all of the lands embraced by Indian
Hills Subdivision, a legal subdivision located in Craw, ord County,
Missouri, a plat of which will hereafter be recorded in the Office
of the Recorder of Deeds of Crawford County, Missouri; said
subdivision being located in parts of Section 10, 14, 15, 22 and
23, Township 39 North, Range 5 West, of the 5th P.M., does hereby
prescribe, declare, and give notice that all of the lands embraced
by said Indian Hills Subdivision will be subject to the following
building and use restrictions; and that the following restrictions
will be in full force and effect whether said restrictions are
incorporated in deeds hereafter used in the conveyance of said lote,
or otherwise:

- 1. All lots 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 recorded in 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 tar paper, roll brick siding or similar material on the outside walls. No house trailer shall be allowed except in accordance with restriction No. 3, and tents, shacks, or similar structures shall buildings must be completed within six months from the date construction commences.
- 3. No residence shall have less than 600 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 Hills Development Corporation, or its assigns. No porch or projection of any building shall extend nearer than twenty (20) feet from any road right of way, nor nearer than ten (10) feet from the property line of any abutting property owner, nor within fifty (50) feet from the normal high water line of Indian Hills Lake. There is excepted from the restrictions and requirements on the construction of residences, certain areas of Indian Hills Subdivision, which may be designated as Class "A" lots on the plat or plats, recorded, or to be recorded in the Office of the Recorder maintenance of house trailers and mobile homes. The requirements and restrictions on the type of house trailers and mobile homes, and the maintenance of same will be recorded in the Office of the Recorder of Deeds of Crawford County, Missouri, and the location and maintenance of house trailers and mobile homes shall comply

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with those rules and restrictions. All rules and restrictions pertaining to sewage disposal, water, and all other rules and restrictions pertaining to the subdivision generally, will also apply to house trailers and mobile homes. No home-made house trailer, converted bus, converted van, converted freight trailer converted truck, or vehicle or structure of similar nature will be permitted. By house trailer or mobile home, these restrictions will be construed to mean a factory built house trailer which is attractively finished and in good repair. In the event of any question as to whether or not a house trailer or mobile home complies with these restrictions and requirements then it is under stood that the question will be decided by Indian Hills Development Corporation or its assigns. Permanent buildings for residential purposes constructed in accordance with these restrictions will also be permitted to be built and maintained upon lots designated as Class A lots on the plat or plats recorded, or to be recorded, in the Office of the Recorder of Deeds of Crawford County, Missouri; that is, as to those particular lots, the owners will have the option of constructing a permanent residence or maintaining a house trailer or mobile home.

- 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 licenses 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, operation 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 an owner of two or more adjoining 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

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shoreline of Indian Hills Lake. Indian Hills Development Corporation 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 Indian Hills Development Corporation, its successors, assigns, or licensees either at law or in equity excepting in case of wilful 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 executors, successors or assigns 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 other of the provisions thereof which shall thereafter remain in full force and effect.
- 9. Each Purchaser in Indian Hills shall be subject to an annual charge of \$20.00 which Purchaser agrees to pay to the Indian Hills Property Owners Association, its successors and assigns, annually on the first day of March commencing in the second year following date of this agreement, for the maintenance and upkeep of the various areas reserved for the use of the property owners, irrespective of whether the privileges of using said areas are exercised or not. Purchaser further agrees that the use of any of the above mentioned areas shall be subject to approval of Purchaser for membership in Indian Hills Property Owners Association, as herein provided, and to compliance with all rules and regulations from time to time promulgated by said Association. Purchaser further agrees that the charges, as 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 upon the conveyance of any part of the lands, described herein, the grantee thereof, and each and every successive owner and/or owners, shall from the time of acquiring title and by the acceptance of such title by deed or otherwise, be held to have covenanted and agreed as aforesaid to pay and in Hills Property Owners Association, its successors and assigns, all charges, past and/or future, as provided for in, and in strict accordance with, the terms and provisions hereof.

IN WITNESS WHEREOF, Indian Hills Development Corporation has caused the above instrument to be signed by its Executive Vice President, and its corporate seal to be hereunto affixed on this lith day of July, 1962.

INDIAN HILLS DEVELOPMENT CORPORATION

By Alter A Hiller

Executive vice President

Maria Pek

STATE OF WISSOURI )
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County of Crawford )

On this 11th day of July, 1962, before me appeared Walter A. Utley, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Indian Hills Development Corporation, a corporation of the State of Missouri, and that the seal affixed to foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors and Walter A. Utley acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in <u>Steelville</u>, Missouri, the da was pear first above written.

NOTARLED

Notary Pyol

September 15, 1963.

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Bernie Gerken,

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### INDIAN HILLS BUILDING AND USE RESTRICTIONS

1. BK. 157 PG. 368

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5. BK. 271 PG. 284

Resolution - Rules Regulations Satel 10/28/77

2. BK. 279 PG. 161

Americant 1 detail 9/35/78

3. BK. 313 PG. 223

Americant 2 detail 9/31/83 ×

4. BK. 362 PG. 144

Americant 3 detail 10/31/89

4. MISC 1.PG. 195

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#### AMENDMENT TO BUILDING AND USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS

That the undersigned Indian Lake Property Owner's Association Inc., a Corporation of the State of Missouri, and assignee of Indian Hills Development Corporation, does hereby amend the Building and Use Restrictions of the Indian Hills Subdivision, a legal subdivision located in Crawford County, Missouri, plats of which are recorded in the office of the Recorder of Deeds of Crawford County, Missouri, in Plat Book 2, pages 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 52, 53, 54, and 55; said subdivision being located in parts of Sections 10, 14, 15, 22 and 23, Township 39 North, Range 5 West of the 5th P.M.; and does hereby prescribe, declare and give notice that all of the lands embraced by said Indian Hills Subdivision will be subject to the Amendment of said Building and Use Restrictions which amendment is hereby made by striking therefrom all of paragraph 9 thereof and replacing paragraph 9 with the following provision designated as paragraph 9A.

Each property owner in Indian Hills shall be subject to an annual charge of \$100.00 for a single let with or without a dwelling, and an annual charge of \$20.00 for each additional undeveloped lot. Two lots wide-by-side, used as a single resident let shall be classified as a single resident let shall be classified as a single lot and further provide that multiple dwelling owners shall be subject to an annual charge of \$100.00 for each dwelling. Each property owner agrees to pay to Indian Lake Property Owners Assan, Inc. its successors and assigns such annual charges as stated herein, annually on the first day of March, commencing in the first year following the date of this agreement, for the maintenance and upkeep of the various areas and services reserved for the use of the property owners, irrespective of whether the privileges of using said areas and services is exercised or not. Such annual charges as stated herein shall continue until January 1st of 1981 and thereafter may be increased in accordance with the published cost of living index of the State of Missouri cach calendar year. Property owner further agrees that the use of the above mentioned areas and services shall be subject to approval of property owner for membership in Indian Lake Property

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BK 279 P6 161

I Mar 13 RSK Owners Association as herein provided, and to compliance with all rules and regulations from time to time promulgated by said Association. Proporty owner further agrees that the 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 upon the conveyance of any part of the lands, described herein, the grantee thereof, and each and every successive owner and/or owners, shall from the time of acquiring title and by the acceptance of such title by deed or otherwise, be held to have covenanted and agreed as aforesaid to may Indian Lake Proporty Owners Association, its successors and assigns, all charges, past and/or future, as provided for in, and in strict accordance with, the terms and provisions hereof...

This amendment is made pursuant to the authority of the Building and Use Restrictions and with the written agreement of more than two-thirds of the owners of the lots of land embraced by Indian Hills Subdivision.

IN WITNESS WHEREOF, Indian Lake Property Owner's Association, Inc., has caused the above instrument to be signed by its Presiden and its corporate seal to be hereunto affixed on this day of

INDIAN LAKE PROPERTY OWNER'S ASSOCIATION, INC.

By - Leiling Rockie

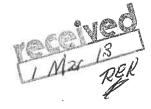
STATE OF MISSOURI

County of Crawford

On this 25th day of September , 1978, before me appeared Charles Zais, to me personally known, who, being by mo duly sworn, did say that he is the President of Indian Lake Property Owner's Association, Inc., a corporation of the State of Missouri, and that the seal affixed to foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors and Charles Zais acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have horounto set my hand and affixed

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-3my official seal, at my office in Cuba, Mo. dak and year first above written. NOWN, 3-7-212 30151.10 Myc parm expires\_ 5-16-80 STATE OF MISSOURI, IN THE RECORDER'S OFFICE

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#### AMENDMENT TO BUILDING AND USE RESTRICTIONS

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That the undersigned Indian Lake Property Owner's Association, Inc., a corporation of the State of Missouri, and assignee of Indian Hills Development Corporation, does hereby amend the Building and Use Restrictions of the Indian Hills Subdivision, a legal subdivision located in Grawford County, Missouri, plats of which are recorded in the office of the Recorder of Deeds of Grawford County, Missouri, in Plat Book 2, page 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 52, 53, 54, and 55; said subdivision being located in parts of Sections 10, 14, 15, 22 and 23, Township 39 North, Range 5 West of the 5th P.M.; and does hereby prescribe, declare and give notice that all of the lands embraced by said Indian Hills Subdivision will be subject to the Amendment of said Building and Use Restrictions which amendment is hereby made by striking therefrom all of paragraph 9 thereof and replacing paragraph 9 with the following provision:

9A

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 (\$70.00) 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.

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Each property owner agrees to pay to Indian Lake Property Dwners Association, Inc. its successors and assigns, such annual charges as stated merein annually by the first day of Harch 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.

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Such annual charges as stated herein shall continue until January I. 1981, and thereafater 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. Paragra. 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 membarship 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.

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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 indebteness 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.

EMERGENCY SPECIAL ASSESSMENT CHARGE

Each property owner agrees to be subject to a Dam and Reservoir Special Assessment charge of Seventy-five dollars (\$78.00) 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 Duners Association, inc. annually by the first day of March of each calendar year. Such charges as stated herein charge 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 enannual charges.

This amendment is made pursuant to the authority of the Building and Use Restrictions and with the written agreement of more than two-thirds of the owners of the lots of land embraced by Indian Hills Subdivision.

IN WITNESS WHEREOF, Indian take Property Owner's Association, Inc., has caused the above instrument to be signed by its President and its corporate seal to be hereunto affixed on this 77% day of September

INDIAN LAKE PROPERTY OWNER'S ASSOCIATION, INC.

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STATE OF MISSOURI COUNTY OF CRAWFORD

On this 770 day of Leptember ...., 1983, before me appeared James Palazullo, to me personally known, who, being by me duty sworn, did say that he is the President of Indian Lake Property Owner's Associate, Inc., a corporation of the State of Missouri, and that the seal affixed to foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors and James Palazzolo acknowledged said instrument to be the free act and deed of said curporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my orficial seel, at my office in Anti- fills, Colo. the day and year first

NOTA

My term expires: Fich 22,1985

STATE OF MISSOURI. OUNTY OF LRAWFORD

IN THE RELORDER'S OFFICE

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## AMENDMENT TO BUILDING AND USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS

undersigned Indian Lake Property Owner's Association, Inc., a corporation of the State of Missouri, assignees of Indian Hills Development Corporation, does nereby amend the Building and Use Restrictions of the Indian Hills a legal subdivision located in Crawford County, Missouri, plats of which are recorded in the office of the Recorder of Deeds of Crawford County, Missouri, in Plat Book 2, page 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 52, 53, 54, and 55: said supcivision being located in parts of Sections 10, 14, 15, 22 and 23, Township 39 North, Range 5 West of the 5th P.M.; and does nareby prescribe, declare and give notice that all of the lands embraced by said Indian Hills Subdivision will be subject to the Amendment of said Building and Use Restrictions which amendment is hereby made by striking therefrom all of paragraph Z and paragraph 3 and replacing paragraph 2 and paragraph 3 with the following provisions:

Not more than one single family dwelling nouse 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 tar paper, roll brick alding or similar material on the outside walls. No house trailer or mobile home shall be allowed. No home-made house trailers, converted out, 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 outlangs must be completed within six months from the date construction

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No residence shall have less than 900 square feet of living space on the ground or first floor, exclusive of poron area. All foundation and structural plans are subject to the approval of the Indian Lake Property Owner's Association, Inc. No poron 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 water line of Indian Hills Lake.

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This amendment is made pursuant to the authority of the Building and Use Restrictions and with the written agreement of more than two-thirds (2/3) of the owners of the lots of the Land embraced by Indian Hills Subdivision.

IN WITNESS WHEREOF, Indian Lake Property Owner's Association, Inc., has caused the above instrument to be signed by its President and its corporate seal to be hereunto affixed on this 2127 day of October, 1989.

INDIAN LAKE PROPERTY OWNER'S ASSOCIATION, INC.

Paul Hoth, President

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STATE OF MISSOURI COUNTY OF CRAWFORD Paul Hoth, being duly sworn, states that he is an officer of Indian Lake Property Owners Association, Inc., the above mentioned corporation, and is authorized to execute this affidavit on its beneif, that he has read the foregoing instrument, that the matters and things stated there has true to the best of his information and belief. PAUL Hoon, Property Owners Association, Inc. and sworn to before me this the 215 day of Helm L. mielu -Notary Public My term expires: STATE OF MISSOURI COUNTY OF CRAWFORD \$ 55 IN THE RECORDER'S OFFICE H. BAOMA Recorder of said County, do horoby certify that the within Horobot cond. Co. Interview P. m., on the 30 Hay of 1001 duly filed for record in my office, and is recorded in the records of this office, in Book, 3002 IN WITNESS WHEREOF, I have hereunto sor my hand and attitude my official to at a supported. Additional, this 25th day

> 146 END OF DOCUMENT

James H. Brand Blori A. Viehman

Brand

## INDIAN HILLS BUILDING AND USE RESTRICTIONS

BK. 157 PG. 368 ORIG BUR 1962

BK. 271 PG. 284

BK. 279 PG. 161 Amendment #1 to BUR 1978

BK. 313 PG. 223 Amendment #2 40BUR 1983

BK. 362 PG. 144 - A mendment # 3 40 BUR 1989

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