

GENERAL WARRANTY DEED

THIS INDENTURE, Made on the 8th day of May, A.D. Two-Thousand Fourteen, **TERRE DU LAC, INC.**, a Missouri corporation, having its principal office at 110 Rue Terre Bonne, Bonne Terre, Missouri, of the County of St. Francois, in the State of Missouri, Grantor, Fadi Chiha, Gilbert Chiha, George Chiha and Vincent Chiha, 629 Rue Leona, Bonne Terre, MO 63628 (573-200-2161), County of St. Francois, in the State of Missouri, hereinafter also referred to as the grantees.

WITNESSETH, That the said Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it paid by the said Grantees, their heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situated in the County of St. Francois and/or County of Washington and State of Missouri, to-wit:

All of Lot Number One(1) and Two(2), Block E, Terre du Lac, Inc. Plat No.14 in the Land Records of St. Francois and/or Washington County, Missouri.

SUBJECT to any and all easements, exceptions, mineral rights and reservations, assessments, covenants and restrictions in existence and/or of record as of the date hereof, including, but not limited to, those contained in the following Declarations of Restrictions, Limitations, Uses, Covenants and Conditions covering Plats 1 through 26, EXCEPTING, Plats No. 5 and 5A, dated March 18, 1981 and duly recorded on March 24, 1981 in Book 760 at pages 636 through 646; and Plat No. 5 dated March 18, 1981 and duly recorded on March 24, 1981 in Book 760 at pages 647 through 656; and Plat No. 30 dated March 18, 1981 and duly recorded on March 24, 1981 in Book 760 at pages 680 through 691; all of the foregoing being recorded in the Land Records of the Recorder of Deeds of St. Francois County, Missouri; and Plats No. 27 and 29 dated March 18, 1981 and duly recorded on March 24, 1981 in Book 760 at pages 657 through 667 of the Land Records of the Recorder of Deeds of St. Francois County, Missouri and in Book 174 at pages 693 through 703 of the Land Records of the Recorder of Deeds of Washington County, Missouri.

FURTHER SUBJECT TO the following Membership Covenants and Restrictions, and Utilities Covenants;

MEMBERSHIP COVENANTS AND RESTRICTIONS

The grantees for themselves, their heirs, personal representatives, administrators, executors, successors and assigns, agree to abide by all the By-Laws of Terre du Lac Association, Inc., and further agree to pay an annual charge payable on the first day of May of the year following date of this deed, and an annual sum on the first day of May of each succeeding year, so long as they 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 payments 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 benefits thereof shall be deemed to run with the land and non-payment of the annual charges shall be a lien thereon.

UTILITIES COVENANT

The grantees, for themselves, their heirs, personal representatives, administrators, executors, successors and assigns, understand and agree that the utilities have not been installed in all of the lots in Plat No. 14.

After the water system becomes available to grantees, the grantees, for themselves, their heirs, personal representatives, administrators, executors, successors and assigns, hereby agree to pay the water service connection Fee charged by Terre du Lac Utilities Corporation, as approved and regulated by the Public Service Commission of the State of Missouri ("P.S.C."). Payment of this fee shall be made by grantees at the time of their request for the connection of the water service line from the main line to the grantees property line. Grantees hereby agree 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 their property line.

After the sewer system becomes available to grantees, the grantees, for themselves, their heirs, personal representatives, administrators, executors, successors and assigns, hereby agree 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 grantees at the time of their request for the sewer system service. Grantees, for themselves, their heirs, personal representatives, administrators, executors, successors and assigns, hereby agree 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 grantees, grantees, for themselves, their heirs, personal representatives, administrators, executors, successors and assigns, hereby agree to connect the sewer line from their 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.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said part of the Second Part, and unto their

Heirs and assigns, forever, the said **TERRE DU LAC, INC.** covenants that it will **WARRANT AND DEFEND** the title to the said premises unto the said part of the Second Part, and unto Heirs and assigns, FOREVER, against the lawful claims of all persons whomsoever; EXCEPTING, however, all of the above restrictions, mineral rights and reservations of the records, limitations, uses, covenants and conditions; and except taxes for the year 2014 and thereafter.

IN WITNESS WHEREOF, the said Terre du Lac, Inc. has caused these presents to be signed by its President and its corporate seal, attested by its Secretary to be hereto affixed, this 8th day of May, 2014.

TERRE DU LAC, INC.

By: _____

James O. Kwon, President

Attest: _____

Geneva R. Cseak, Secretary

STATE OF MISSOURI)
COUNTY OF ST FRANCOIS) SS. **On the 8th day of May, 2014, before me**

Appeared

James O. Kwon

to me personally known, who, being by me duly sworn, did say that he is President of Terre Du Lac, Inc., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporation seal of said corporation, and said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors and said James O. Kwon 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 in the County and State the day and year above written.

_____ Notary Public

My Commission expires: _____