

REVISED

FIRST AMENDMENT OF SUBDIVISION RESTRICTIONS
LAKE POINTE SUBDIVISION

WHEREAS, Herb's Sales Co., Inc., a Missouri Corporation is the owner of a parcel of land in Warren County, Missouri described as follows:

A tract of land in part of the Southwest Quarter of the Northeast Quarter of Section 23, Township 47 North, Range 3 West, in Warren County, Missouri and being more particularly described as follows:

Beginning at the Southwest corner of a tract of land conveyed to Charlie and Phyllis Hoelscher, as recorded in Deed Book 253, Page 396 of the Warren County Records, being an old iron bar; thence South 00 degrees 01 minutes 58 seconds West a distance of 1351.62 feet to an old iron rod; thence South 18 degrees 30 minutes 38 seconds East a distance of 697.89 feet to an old iron rod; thence South 00 degrees 17 minutes 21 seconds West a distance of 415.09 feet to a point; thence North 86 degrees 12 minutes 28 seconds West a distance of 524.35 feet to an old iron rod; thence North 33 degrees 25 minutes 28 seconds West a distance of 1222.08 feet to an old iron rod; thence North 00 degrees 16 minutes 41 seconds East a distance of 57.97 feet to an old iron rod; thence North 43 degrees 24 minutes 43 seconds West a distance of 466.57 feet to an old iron rod; thence North 00 degrees 12 minutes 52 seconds East a distance of 938.09 feet to an old stone; thence North 88 degrees 19 minutes 00 seconds East a distance of 1295.08 feet to the point of beginning, containing 57.5 acres, more or less.

being the property shown on the plat of Lake Pointe Subdivision as recorded in the Office of the Recorder of Deeds for Warren County, Missouri. All references as to lots and streets hereinafter are to the lots and streets as shown on said plat.

It is the intention that all of said subdivision shall be subject to the restrictions which are hereinafter set out, except where specific exceptions are indicated in the indenture, and that all said lots, when sold, shall be sold subject to the said restrictions, which shall run with the land, and shall be binding upon every owner of lots in said subdivision in the same manner as if said restrictions were set out in full in each contract and conveyance of or concerning any lot or any part thereof. The restrictions are as follows:

Easement: The easement delineated on the plat of said subdivision and a strip of the uniform width of ten feet along the front of each lot, and five feet on each side of the side property lines, and also within ten feet of the rear lot lines may be used for the purpose of constructing, operating and maintaining wires, pipes, conduits or other transmission systems and appurtenances for electric, telephone, telegraph, water, sewage, storm water, natural gas, video or cable television and all other services in the nature of public utility, either underground or above ground.

Architectural Control: No building shall be erected, placed or altered on any lot, tract or parcel, until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot, tract or parcel unless similarly approved. Architectural Control Committee has 30 (thirty) days to accept or reject all plans, otherwise lot owner may proceed with construction. Architectural Control Committee should give lot owner a reasonable explanation, if rejected.

Building Permits: All applications for building permits shall be accompanied by a plat in duplicate drawn to scale, showing the actual dimensions of the lot to be built upon, the size of the building to be erected, the location of the building lines within the lot, and other such information as may be necessary to provide for the enforcement of these restrictions.

Architectural Control Committee: The Architectural Control Committee shall consist of three persons. The first Architectural Control Committee shall consist of Larry Krumrey, Steve Krumrey, and Herbert Krumrey. Said person will serve until the owner/developer has sold all of the lots or five years, whichever first occurs. At which time, an election by the then lot owners in said subdivision shall be held to elect a full committee. One person so elected shall serve for a term of three years, one person so elected shall serve for a term of two years, and one person shall serve for a term of one year.

Annual Meeting: On the last Sunday of April of each succeeding year thereafter, a like election shall be similarly called by the Architectural Control Committee to select a successor member of said committee to the member whose term expires on the date of said election, and said newly elected member shall serve a term of three years. Should Lot owner not be present, he shall have ten (10) days to respond with his/her written vote. Annual meeting will be held at Lake Pointe.

At all such elections each lot owner shall be entitled to as many votes as the number of lots owned. All ballots to be signed by all persons having an interest in said lot.

In the event of the death or resignation of any member of the committee, the remaining members shall designate and name a successor to act until the next regular election.

No member shall be entitled to any compensation for the services performed pursuant to the covenant.

The committee hereby is authorized to enforce these restrictions either at law or in equity, but upon the failure or neglect of the committee after reasonable time to take action, any lot owner may institute appropriate proceedings for that purpose. The lot owner against who the restrictions are enforced agrees to pay a reasonable attorney fee for the enforcement of these restrictions.

The committee shall have the right to employ counsel to enforce the covenants and restrictions herein contained and to defend themselves as members under the terms hereof.

The committee shall have the right to employ such persons and make such expenditures as are necessary to maintain the subdivision in a first class condition.

Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Unlicensed Vehicles: The habitual parking of any unlicensed automobiles or other motor vehicles capable of carrying passengers, whether housed or not, shall not be allowed on any tract. Herb's Sales Co., Inc. may have two (2) trailers for maintenance or boat transportation as long as Herb's Sales Co., Inc. has an interest in Lake Pointe.

Wastewater Disposal: All residential buildings shall have wastewater treatment systems which conform to specifications set forth by the County.

No Nuisance Allowed: No noxious or offensive activity shall be carried on at any time on any lot or in any building thereof. Nothing shall be done, or be permitted to be done, which may or shall become an annoyance or nuisance to other lot owner and/or to diminish the enjoyment by any lot owner.

Garbage and Refuse Disposal: No lot shall be used as a dumping ground for rubbish. Trash, garbage or other liquid or solid waste materials shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Fences: Fences may be used subject to written approval by the Board. No barbed wire or similar type fences allowed.

Subdivision of Lots: No lot shall be subdivided so as to create a lot of less than 3.1 acres. Said subdivision shall be approved by the Architectural Control Committee.

Lot Use: No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling. No modular, A-frames, mobile, log or earth homes shall be permitted. Use of any existing structures such as pole barns will be permitted so long as their use remains the same. Any mobile homes must be removed within two years from May 25, 1992. (One (1) storage shed will be permitted.)

Set Back Lines: No building shall be constructed nearer than 75 feet from any lakes' edge except the Architectural Control Committee may grant permission to build closer to the lake if topography of land or other circumstances reasonably require an exception to facilitate the reasonable use of such lot.

Camping: No overnight camping or partying permitted.

Guests: All lot owners must accompany any guest using the lot or lakes of the subdivision.

No Temporary Structure or Trailer: No structure of temporary character shall be used as a residence, nor shall any trailer, mobile home, motor home, van or other vehicle, basement, tent, shack, garage or other out-building be used as a residence temporarily or permanently except a trailer may be used by a contractor as an office during construction only.

Billboard and Signs: No billboard, signboard or advertising sign shall be permitted other than "For Rent" or "For Sale" signs. Such permitted signs shall be limited to a single sign for each premise and shall not exceed six (6) square feet in area, except that developers may display larger signs at entrance to subdivision.

Animals, Poultry and Livestock: No animal, poultry or livestock shall be raised, bred or kept on any lot except household pets. Owner must restrain pet on his own lot. (Limit of 2).

Building Specifications: All buildings within the subdivision shall conform with the following principals and requirements unless exempted elsewhere within these restrictions.

All footings and foundations shall be constructed of poured concrete (except two-car garages). Each house shall have a full basement and a two-car garage. Garages must be directly attached or attached by a breezeway.

All dwellings shall have a minimum floor space of 1300 square feet of heated space on one level excluding porches, breezeways, basements and garages or a minimum floor space of 2000 square feet on two levels excluding porches, breezeways, basements and garages. Split level homes must meet two levels specifications.

The exterior of all buildings and dwellings erected or placed in said subdivision shall be constructed of masonry, aluminum, wood or steel siding, vinyl siding or masonite. No asbestos shingles or tar paper siding shall be used.

All dwellings shall be completed within six months from commencement of ground excavation, unless an extended construction period is approved by the Architectural Control Committee. All dwellings must be completed inside and out prior to occupancy.

Storage Sheds: Storage sheds will be permitted up to 400 square feet. Exterior of storage sheds must match exterior of dwelling or a reasonable facsimile thereof.

Architectural Control Committee: Should extreme construction problems arise, Architectural Control Committee may grant permission different from restrictions. This pertains to basements and septic systems only.

Boat Docks: Boat docks may be placed on any lake (A & B) with approval of the Architectural Control Committee. The maximum size of said boat dock shall be 400 square feet. Styrofoam or plastic barrels must be used for flotation. All docks shall be regularly maintained. All docks shall be attached to owners lot. Docks are not to be used as floating swimming platforms.

Commercial Vehicles: No vehicles over one ton pick-ups allowed in subdivision, either for personal use or for employment purposes, except for delivery of materials or construction of dwelling.

Weeds and Grass: All weeds and grass on the lots shall be cut and mowed at frequent intervals as set by the Architectural Control Committee. All lots shall be kept in a clean and sanitary condition at all times.

If any lot is not cut after notice to the owner by the Architectural Control Committee of the need for a lot to be cut, then the Architectural Control Committee shall have the right to have the lot mowed and the cost of mowing the lot shall be paid by the lot owner. If not paid within sixty (60) days, then the lot owner agrees to pay interest on the amount at the legal rate and further agrees to pay all costs and reasonable attorney fees to collect said cost.

Equipment Used in Lakes: Fishing boats are not to exceed sixteen (16) feet in length, and powered by electric trolling motors only. No gasoline engines permitted on lakes.

No hoses, pumps or other equipment shall be used to draw water from the lake.

No person shall be permitted to use or keep a trot line in the lake.

Lake Use: Lakes A and B shall be for the use of all subdivision lot owners. Access to these lakes shall be across designated easements for such purpose as shown on the plat. Any other lake shall be for the exclusive use of the lot owners fronting or abutting said lake.

The right to use lakes A and B shall not include the right to use the land fronting and abutting said lakes except where easements are granted for such purposes.

Firearms: No firearm shall be discharged within the subdivision. Hunting is prohibited within the subdivision.

Maintenance of Streets and Assessments: All lot owners agree to pay to the Architectural Control Committee a yearly assessment for the maintenance of streets and service roads and for snow removal and maintenance of the dam except the owner/developer shall not be responsible to pay such yearly assessment on its land so long as such lots are vacant. Said yearly assessment shall be due on May 1 of each year not to exceed \$100.00 per year. Said assessments shall be considered delinquent if not paid within sixty days of its due date. If not paid when due, then lot owner agrees to pay interest on the unpaid assessment at the legal rate of interest and agrees to pay all costs and reasonable attorney fees to collect said assessments.

Motorcycles, Motor Bike and All-Terrain Vehicles: No person shall be permitted to operate a motorcycle, motor bike or all-terrain vehicle on a street or lot within the subdivision.

Life of Regulations: These restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty years from the date these restrictions are recorded after which time said restrictions shall be automatically extended for a successive ten year period; provided, however, that at any time a two-thirds (2/3) majority of the then owners of lots may, by an instrument in writing, agree to change said restrictions in whole or in part. Said instrument is to be recorded in the office of the Recorder of Deeds for Warren County, Missouri before such change shall be effective.

All covenants and agreements herein are expressly declared to be independent; nor shall any laches, waiver, estoppel condemnation or failure of title as to any part of parcel of the said tract known as Lake Pointe Subdivision be of any effect to modify, invalidate or annul any grant covenants or agreements herein, with respect to the remainder of said Subdivision saving always the right of amendment, modification or repeal as hereinabove expressly provided.

IN WITNESS WHEREOF, the Owner has caused these restrictions to be executed this 10th day of FEBRUARY, 1992.

HERB'S SALES CO., INC.

By:

Herbert C. Krumrey, Jr.
Treasurer

ATTEST:

Laura A. Krumrey

ACCEPTED the above and foregoing
First Amendment of Subdivision
Restrictions Lake Pointe
Subdivision:

Lamont Dahlquist
LAMONT DAHLQUIST
Lot Owner

Mary Dahlquist
MARY DAHLQUIST, his wife
Lot Owner