

**DECLARATION OF ROADWAYS, EASEMENTS AND RESTRICTIONS
FOR
MORGAN MEADOWS SUBDIVISION**

THIS DECLARATION OF ROADWAYS, EASEMENTS AND RESTRICTIONS ("Declaration") is made and entered into as of this 5th day of April, 2001, by EASTERN MISSOURI DEVELOPMENT, INC., a Missouri corporation (hereinafter referred to as "Grantor");

WITNESSETH THAT: Grantor is the owner of a tract of land in the County of Lincoln, State of Missouri, more particularly described in full on Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter referred to as "Property"); and

WHEREAS, Grantor desires to establish certain roadways, right-of-ways and utility easements on the Property for the benefit of all present and future owners (hereinafter referred to as "Owners") of parcels (hereinafter referred to as "Parcels") of the Property and to establish a mechanism for the continued use and maintenance of the same, and to place certain restrictions on the Property;

NOW THEREFORE, in consideration of the premises and the advantages to Grantor and present and future Owners of said Property, the Grantor hereby declares that:

1. **ROADWAY AND UTILITY EASEMENT:** Grantor does hereby GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the Grantor and the Owners non-exclusive easements for roadways 50 feet wide, the centerline of said roadway easements as shown on plat book 13 page 64 of the Lincoln County records. Additionally, an easement for utility purposes is hereby created over and under said 50 foot wide roadways plus an additional 5 feet on each side thereof, plus such additional areas adjacent thereto for anchors and guys and temporary use for construction. Such utilities may cross above or below the 50 foot roadway, but no poles, anchors, guys or other surface improvements will be placed within said 50 foot roadway.

Said grant is being made for construction, installation, operation, maintenance, repair and other uses of roads and utilities within the roadways and utility easements as the Grantor or Owners may deem appropriate, but subject to any other easements, reservations and restrictions of record and the rights of Grantor and Owners to ingress and egress over, along and across the Roadways. The easements created herein for ingress, egress and utilities are hereinafter referred to as "**Roadways**".

2. **UTILITIES:** The Grantor further grants to any public or private utility company licensed and under the jurisdiction of the Missouri Public Service commission or its successors or to any rural electric cooperative which supplies power to the areas and to any rural water district, and to any private company which may supply power, water, sewer service, telephone, television cable, and other such services, the right to utilize the Roadways for the purposes of installing and maintaining any and all such utility lines,

poles, conduits, pipelines, supports, guy wires, and all other equipment incidental to such utilities, so as to make available over said Roadways a full range of utilities and services to the Parcels of the Property and additional easements for poles conduits, utility lines, pipelines, support, anchors, guy wires and all other equipment incidental to such utilities is also granted outside the utility easements as needed due to terrain and convenience, including the right to overhead wires in air space. Grantor makes no representation as to when or which such services shall become available to each Parcel.

3. **ADDITIONAL ROADWAYS AND ADJACENT PROPERTY:** Grantor may construct additional roadways on the Property and those roadways shall be considered Roadways for all purposes under this Declaration upon Grantor recording an amendment to this Declaration adding said additional Roadways. The additional Roadways shall be subject to the terms of this Declaration and shall benefit the Grantor and the Owners who shall have permanent, non-exclusive access and utility easements over those additional Roadways. In the event any adjacent property is acquired by Grantor, then Grantor may, at Grantor's option, extend the existing Roadways so as to provide access to said adjacent property, and/or change the location of existing Roadways (so long as Grantor still owns the portion of the property adjacent to said Roadway being relocated). In the event adjacent property is so acquired and Grantor has elected to extend the Roadways, then Grantor shall amend this Declaration and subject the adjacent property to the benefits and burdens of this Declaration.

4. **ACCESS:** In connection with the Roadways, the Grantor and the Owners are hereby granted the non-exclusive rights, benefits, and advantages of having ingress and egress from and to, over, along and across said Roadways, and the right to construct, maintain, reconstruct and repair roads with the Roadways.

5. **RESTRICTIONS:** No Owner shall create any nuisance, conduct any activity or suffer or permit any condition to exist on the Property or said Owner's parcel which is obnoxious or unreasonably offensive to other Owners. Prohibited activities shall include, but are not limited to, the maintenance of any open garbage or trash pit or garbage disposal of any type, junk yard, salvage yard, storage of derelict or non-operative motor vehicles, allowing rubbish or junk to collect on a Parcel, and storage or dumping of hazardous waste or hazardous materials. Hogs, commercial poultry, commercial dog kennels, racetracks, commercial dumps, and auto repair shops are prohibited. The maintenance of a limited number of horses or cattle is permitted so long as the number of animals located on any one Parcel does not exceed the number which the Parcel's pasture can feed or support, except that additional or supplemental hay or grain may be seasonally provided if the Parcel cannot produce sufficient forage to provide both hay and pasture. In the event there is sufficient pasture in season, the Owner shall be deemed in compliance with this restriction. However, no livestock feed lots or boarding stables shall be allowed. This is a development for residential, mini-farm or mini-ranch living. Only one residence shall be permitted per Parcel. Mobile homes, modular homes, and

basement homes are prohibited. The minimum size of any one-story, residential structure shall be 1500 square feet, exclusive of open porches and garages. The minimum size of any two-story residential structure shall be 2200 square feet, exclusive of open porches and garages. Any other residential structure not mentioned above (1 ½ story, atrium ranch, etc.) shall have a first floor living area of at least 1500 square feet, exclusive of open porches and garages. Structures existing on the Property at the time of recording of this declaration need not comply with the minimum square footage restrictions; however, any square footage additions to an existing structure must bring the structure to at least the minimum square footage. All building locations shall be located in compliance with all county planning and zoning regulations for set back lines. Construction shall be completed within twelve (12) months of breaking ground.

6. POND AND LAKES: Owners who share ponds and/or lakes with other owners shall have the non-exclusive right in common with other owners of property abutting the lake to use the surface of the entire lake, a portion of which is located upon the property, subject to an obligation to maintain the lake, dam and associated improvements jointly with the other abutting property owners (regardless of the possibility that said maintenance or repair work may be required on an abutting property) and to contribute a pro-rata share of the costs of said maintenance and repair work. The Owner's pro-rata share shall be a fraction equal to one (1) divided by the total number of owners owning a portion of or abutting the lake. Owner by accepting deed to property acknowledges the maintenance and repair responsibilities set forth herein. The use of gasoline powered engines on any lake or pond shall be prohibited.

7. WATER: The Property is within the area served by Public Water Supply District No. 1 of Lincoln County, Missouri ("Water District"). Each Parcel Owner shall arrange and pay for any applicable connection or tap-in fee to the water supply system and fee to extend a lateral line into said Owner's Parcel. Grantor makes no representation or warranty as to the quantity, quality or pressure of water supplied by or charges imposed by the Water District.

8. WASTE WATER: Conveyance of title to any portion of the Property is subject to the compliance with the laws of the State of Missouri and regulations of any governmental body or agency regarding clean water and sewage waste disposal. Sewage waste disposal systems shall be installed only with the approval of any local governmental body or agency having jurisdiction and any agency of the State of Missouri having jurisdiction as to location, type of system, and requirements as to installation. Compliance therewith shall be the sole responsibility of such Parcel Owner. The Grantor specifically reserves the right to enter onto any Parcel or cause such entry by a third party whether before or after sale of the Parcel to obtain an engineer's study as to soil composition, location, and specifications for a sewage waste disposal system on the Parcel, if required. No Parcel Owner shall commence construction of a residence until

approval for the sewage waste disposal system is obtained from the local governmental or State of Missouri agency having jurisdiction.

9. ENFORCEMENT: Any Owner who violates any of the restrictions contained or referenced herein (hereinafter referred to as "Violating Owner") shall be subject to a suit for injunction by any other Owner or group of Owners (hereinafter referred to as "Enforcing Owners") to enjoin such violation. In the event that suit is filed to enjoin the violating Owner's acts or omissions and if the Enforcing Owners instituting such suit prevail, whether by judgment or settlement, the Violating Owner shall (in addition to any damages or other relief granted) pay all reasonable attorney's fees and costs incurred by the Enforcing Owners in connection with prosecution of the injunction action, as approved by the court rendering said relief.

10. ROAD ASSESSMENTS: The roads constructed in the Roadways shall be maintained and repaired by and at the expense of the Parcel Owners. Each Parcel Owner shall be liable for an annual assessment of \$100.00 ("Assessment"), subject to the provisions of paragraph 10 as to the increases and decreases thereto. Said assessment shall constitute a lien against each Parcel as provided in paragraphs 12 and 13 hereof. Following the first annual meeting (regardless of when held), the annual Assessment shall be due and payable on the first Saturday of October each year and shall be delinquent if not paid by October 15th of each year. Grantor shall not be liable for an annual Assessment on any Parcel held by Grantor, a subsidiary or affiliated entity. The foregoing to the contrary notwithstanding, no Assessment shall be imposed on a Parcel Owner who gains ingress to and egress from said Parcel solely via a public road or via any private road which is not a Roadway. If a Parcel Owner has and utilizes both ingress to and egress from said Parcel via a public road and a Roadway, then said Parcel Owner shall be subject to an Assessment. The Assessment can be changed pursuant to paragraphs 10 and 11 hereof. Damage to the Roadways caused by construction equipment or delivery trucks during construction of any improvements on a Parcel shall be repaired by the Owner of the Parcel for whom said construction is being performed.

11. MEETINGS. The Grantor shall, once all Parcels have been sold, notify all Parcel Owners of the initial meeting which shall be held on the first (1st) Saturday in October or on such other date as specified in said notice. Thereafter, annual meetings shall be held on the first Saturday of October of each year. Following the sale by Grantor of all of the Parcels (including any Parcels added to this Declaration under paragraph 3 hereof), the Owners of at least three (3) Parcels can call a special meeting of the Parcel Owners by sending notice by mail to all Parcel Owners at least fourteen (14) days prior to the time and date set for the meeting. Said notice shall specify the purpose of the meeting. Any such meeting shall be held at a convenient time and place, within the limits of Lincoln County, Missouri.

If the meeting pertains to the Roadways, then a seventy-five percent (75%) majority of Owners present (in person or by proxy) at a meeting in which a quorum is established shall be necessary to increase or reduce the Assessment or create an additional Assessment. A quorum shall be attained at a meeting only when seventy-five percent (75%) of all Parcel Owners are present in person or by proxy.

If the meeting is for any purpose other than the Roadways, the affirmative vote of at least seventy-five percent (75%) of the Parcel Owners shall be necessary to accomplish the purpose of the meeting. Each Parcel shall be entitled to one vote regardless of the size of Parcel or number of Owners.

Paragraph 1 hereof, creating the Roadways, and paragraph 2 hereof, creating the utility easements shall not be capable of being diminished in any way by amendments and said easements shall not be limited to the 20 year term of the restrictions contained in this Declaration, but shall continue in perpetuity as covenants running with the land.

No amendment to this Declaration shall be valid and binding until the Grantor has sold 100% of the Parcels of the Property, unless Grantor institutes said amendment. No amendment to this Declaration shall be valid and binding upon Owners unless the same shall have been made in writing, duly executed by the Owners of Seventy-five (75%) of the Parcels of the Property and notarized and recorded in the Office of the Recorder of Deeds, Pike County, Missouri.

12. CONDUCT OF MEETINGS AND VOTING: (a) At the first meeting of the Owners, the Grantor shall appoint a chairman to preside over the meeting, a secretary, and a treasurer, who shall serve only until a successor to each office is elected at such first meeting or at a subsequent meeting. The chairman shall collect and disburse assessments. Each such person selected or elected as chairman, secretary, and/or treasurer at any meeting of the then Owners of the Property shall be elected to a one year term, but shall serve until a successor is duly selected at a subsequent meeting of the then Owners of the Property as hereinabove provided. Election for each office shall require an individual to receive more votes for that office than any other person who was nominated for election to the same term for the same office. All books, records, bank accounts and statements of account shall be made available to such successor. In the event that a person selected as secretary, treasurer, or chairman as hereinabove provided shall desire to resign then and in such event, such person may resign upon his or her appointment of a successor, which successor shall be an Owner of a Parcel; a party so resigning shall give written notice to the persons then acting in other capacities as herein set forth informing them of the resignation and the appointment of a successor. The liability of any person serving as treasurer, secretary or chairman hereunder shall be limited to the actual amount of funds collected from assessments which are paid to such person. In no event shall any such person so receiving funds be liable for the quality of workmanship or failure of

performance of any person selected in good faith, and paid in good faith, for work done in connection with the Roadways as hereinabove described.

(b) Voting at meetings shall be done in person or by proxy by the Owner of a Parcel or if a Parcel has more than one Owner, then the person designated in writing by all of the Owners of that Parcel is entitled to cast the vote for said Parcel. Each Parcel shall be entitled to one (1) vote. If an Owner acquires more than one Parcel, and if they are not contiguous, said Owner shall have one (1) vote for each such Parcel and pay Assessments on each such Parcel. Grantor may cast one (1) vote for each and every proposed Parcel within the Property. A written proxy may be used to cast the vote of a Parcel if it designates a person to vote said proxy at the specified meeting or casts a vote on a particular issue and is signed by all of the Owners of the Parcel.

13. LIEN FOR UNPAID ASSESSMENTS: Any assessment levied shall be due and payable thirty (30) days after its approval as hereinabove set forth. An assessment levied in accordance with the provisions hereof shall be binding upon all of the Owners. In the event that said assessments are not paid as and when same are due, the person serving as secretary of said meeting at which said assessment was duly approved shall no later than one hundred eighty (180) days after the approval of such assessment cause to be recorded in the office of the Recorder of Deeds of Lincoln County, Missouri, a notice that said assessment is due and owing, which notice shall recite the time and place of meeting, that a quorum was present, the amount of the assessment so voted upon at said meeting, the name of the Owner(s) who have failed to pay said assessment, the description of the Parcel(s) of said Owner(s) and that the person signing said statement was duly selected to record the proceedings of said meeting. In addition to the lien provided, the chairman, secretary and/or treasurer as selected at said meeting or any Owner may, on their own behalf and on behalf of Owners, bring suit against any Owner who shall fail to pay said assessment. In the event that no such suit is filed within three (3) years after the date of filing of any statement in the Office of the Recorder of Deeds of Lincoln County, Missouri, then and in such event, the lien provided for herein shall lapse.

14. COLLECTION OF ASSESSMENT: In the event that a suit is filed to enforce the lien as hereinabove provided, then the Owner against whom such lien is sought shall pay all reasonable attorney's fees incurred in connection with the prosecution of said lien, as approved by a court of competent jurisdiction. Said attorney's fees shall be added to the amount of the lien upon judgment to enforce same. Upon rendition of a final judgment, it may be enforced and executed in the manner provided by law, including, without limitation, execution upon the Parcel against which the lien was imposed.

15. TRANSFER OF PROPERTY: Any sale, transfer or conveyance of ownership or lease of Parcels shall include in the sale, transfer or conveyance or lease

documents a provision that the purchaser or lessee acknowledges, understands and agrees to be bound by this Declaration.

16. PARCELS AND SUBDIVISION. A Parcel shall be the contiguous tract of land within the Property, which is initially sold and conveyed by Grantor to an Owner and even though said tract may have been depicted on the sales plat as two (2) or more lots, it shall be deemed one (1) Parcel under this Declaration subject to one (1) Assessment and one (1) vote as herein provided. If Grantor, subsequent to the initial sale and conveyance of a Parcel to an Owner, sells and conveys a contiguous Parcel to said Owner, then the combined Parcels shall be considered one (1) Parcel under this Declaration. Any contrary Water District regulations as to connections and minimum monthly billing shall take precedence over the foregoing provisions. No Parcel shall be subdivided after the original conveyance by Grantor into two (2) or more tracts. Any such attempted subdivision or conveyance in contravention of the foregoing restrictions shall be void. No oil, gas, coal, mineral or rock or gravel rights shall be sold separately from the Property, and no such materials shall be mined or extracted from any Parcel.


17. DURATION: The provisions contained in paragraphs 1 and 2 shall be deemed covenants running with the land once all the Parcels have been sold by the Grantor and shall be perpetual easements. The remaining provisions of this Declaration (except to paragraphs 1 and 2 hereof), shall run for a period of 20 years unless terminated, modified or extended by a vote of the Owners of seventy-five percent (75%) of the Parcels of the Property, each Parcel to be entitled to one vote without regard to the number of Owners of a Parcel or the size of said Parcel, provided that no Parcel shall be denied access rights over the Roadways nor water and utility easements by such termination.

18. BINDING EFFECT: This Declaration shall be binding upon and inure to the benefit of the Grantor, the Owners and their respective successors and assigns.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its Vice-President and its corporation seal to be hereunto affixed as of the day and year first above written.

EASTERN MISSOURI DEVELOPMENT, INC.

By:


Russell T. Nolting, Vice-President



STATE OF MISSOURI

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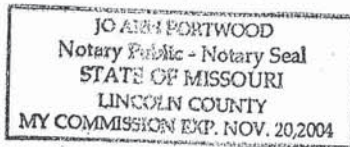
ss.

COUNTY OF Lincoln

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On this 5th day of April, 2001, before me appeared Russell T. Nolting, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Eastern Missouri Development, Inc., a Missouri corporation, and that said instrument was signed and sealed with the seal of the corporation on behalf of said corporation, by authority of its board of directors; and said Russell T. Nolting 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 aforesaid, the day and year first above written.



Jo Ann Portwood
Notary Public

My term expires:

CONSENT OF DEED OF TRUST HOLDER

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The undersigned, Bank Star, a banking association, being the holder and owner of a deed of trust on the above-described Property, hereby consents to the foregoing Declaration and subordinates its interest in said Property to said Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Consent this 5 day of April, 2001.

BANK STAR

By: Robert J. Luecken
 Name: Robert J. Luecken
 Title: President

STATE OF MISSOURI)
)
 COUNTY OF FRANKLIN)

ss.

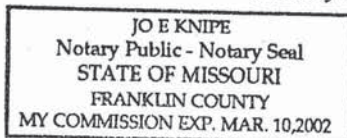
On this 5th day of April, 2001, before me appeared Robert J. Luecken to me personally known, who, being by me duly sworn, did say that he is the President of Bank Star, a banking association of the State of Missouri, and that the foregoing instrument was signed in behalf of said banking association, by authority of its Board of Directors; and said Robert J. Luecken acknowledged said instrument to be the free act and deed of said banking association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal I the County and State aforesaid, the day and year first above written.

Joe Knipe

Notary Public

My term expires:



LEGAL DESCRIPTION

(EXHIBIT A)

Land situated in the County of Lincoln, and State of, to-wit:

THE SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4), AND PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) IN SECTION THIRTY (30), AND LOT TWO (2) OF THE NORTHWEST QUARTER (NW 1/4), AND THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4), AND PART OF LOT ONE (1) OF THE NORTHWEST QUARTER (NW 1/4) IN SECTION THIRTY-ONE (31), TOWNSHIP FIFTY (50) NORTH, RANGE TWO (2) EAST OF THE 5TH P.M., LINCOLN COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST (SW) CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 31; THENCE WITH THE QUARTER SECTION LINE, NORTH 89 DEGREES 15 MINUTES 15 SECONDS EAST 2035.00 FEET TO AN OLD IRON ROD, BEING THE SOUTHEAST (SE) CORNER OF LOT 2 OF SAID NORTHWEST QUARTER (NW 1/4); THENCE WITH THE LOT LINE, NORTH 0 DEGREES 04 MINUTES 43 SECONDS EAST 317.02 FEET TO AN OLD IRON ROD; THENCE WITH A PROPERTY LINE ALSO BEING THE CENTERLINE OF AN OLD ROAD, NORTH 88 DEGREES 18 MINUTES 20 SECONDS EAST 354.36 FEET, NORTH 73 DEGREES 28 MINUTES 20 SECONDS EAST 300.61 FEET, NORTH 81 DEGREES 55 MINUTES 20 SECONDS EAST 175.18 FEET, NORTH 76 DEGREES 53 MINUTES 20 SECONDS EAST 263.27 FEET AND SOUTH 88 DEGREES 16 MINUTES 40 SECONDS EAST 286.29 FEET TO AN OLD IRON ROD ON THE EAST LINE OF LOT 1 OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 31; THENCE WITH THE QUARTER LINE, NORTH 0 DEGREES 04 MINUTES 28 SECONDS EAST 982.96 FEET TO AN OLD STONE, BEING THE SOUTHWEST (SW) CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 31; THENCE NORTH 89 DEGREES 24 MINUTES 49 SECONDS EAST 1351.07 FEET TO AN OLD IRON ROD, BEING THE SOUTHEAST (SE) CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 31; THENCE WITH THE QUARTER-QUARTER SECTION LINE, NORTH 0 DEGREES 26 MINUTES 38 SECONDS EAST 1693.30 FEET TO AN OLD IRON ROD ON THE NORTH BANK OF SANDY CREEK; THENCE WITH THE NORTH BANK OF SAID SANDY CREEK; NORTH 25 DEGREES 37 MINUTES 00 SECONDS WEST 135.55 FEET, NORTH 50 DEGREES 26 MINUTES 00 SECONDS WEST 207.55 FEET, NORTH 81 DEGREES 17 MINUTES 00 SECONDS WEST 65.86 FEET, NORTH 64 DEGREES 37 MINUTES 00 SECONDS WEST 92.91 FEET, NORTH 82 DEGREES 37 MINUTES 00 SECONDS WEST 210.46, NORTH 40 DEGREES 42 MINUTES 00 SECONDS WEST 404.03 FEET, NORTH 41 DEGREES 02 MINUTES 00 SECONDS WEST 224.94 FEET, NORTH 62 DEGREES 19 MINUTES 00 SECONDS WEST 178.58 FEET AND NORTH 85 DEGREES 02 MINUTES 00 SECONDS WEST 220.52 FEET TO AN IRON ROD ON THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 30; THENCE LEAVING SAID CREEK AND WITH THE QUARTER SECTION LINE, NORTH 0 DEGREES 19 MINUTES 22 SECONDS WEST 120.80 FEET TO AN IRON ROD, BEING THE NORTHEAST (NE) CORNER OF THE SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 30; THENCE WITH THE NORTH LINE OF THE SOUTH HALF (S 1/2) OF LOTS 1 & 2 OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 30, SOUTH 89 DEGREES 40 MINUTES 38 SECONDS WEST 3362.85 FEET TO AN OLD IRON ROD, BEING THE NORTHWEST (NW) CORNER OF THE SOUTH HALF (S 1/2) OF LOT 2 OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 30; THENCE WITH THE SECTION LINE, ALSO BEING THE RANGE LINE, SOUTH 0 DEGREES 26 MINUTES 33 SECONDS EAST 1358.77 FEET TO AN OLD IRON ROD, BEING WITH NORTHWEST (NW) CORNER OF SAID SECTION 31. THENCE