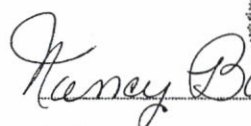


State of Missouri, County of Lincoln  
Recorded in Book 1801 Page(s): 0316 - 0340  
10/26/2005 11:57AM Fees \$96.00  
DOTTIE D. CRENSHAW, RECORDER OF DEEDS

  
Deputy

Space Above Line Reserved for Recorder's Use

1. **Title of Document:** Indenture of Trust and Restrictions for Falcon Pointe Subdivision
2. **Date of Document:** October 26, 2005
3. **Grantor(s):** Land Concepts Inc.
4. **Grantee(s):** Melvin T. Cole, Glenn S. Mazuranic, and Tammy L. Wells, Original Trustees of Falcon Pointe Subdivision
5. **Statutory Mailing Address(es):** 151 Barker Lane, St. Louis, MO 63021  
**Grantee's Mailing Address:** 151 Barker Lane, St. Louis, MO 63021
6. **Legal Description:** See Exhibit A annexed to the document
7. **Reference(s) to Book and Page(s):** N/A

Note: The terms "Grantor" and "Grantee" as used in this Cover Page are for recording and indexing purposes only. The instrument itself may refer to the parties by other designations.

INDENTURE OF TRUST AND RESTRICTIONS FOR  
FOR FALCON POINTE SUBDIVISION  
LINCOLN COUNTY, MISSOURI

WITNESSETH THAT:

WHEREAS, Grantor is the owner of a tract of real property (the "Property") located in Lincoln County, Missouri, as more particularly described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Grantor has caused the Property to be subdivided under the name "Falcon Pointe" (the "Subdivision"), and has caused or will cause the record plats of the Subdivision to be recorded in Lincoln County; and

WHEREAS, common land has been or will be reserved on the plan of the subdivision, and there has been and will be designated, established and recited on such plat certain streets, common land and easements which are for the exclusive use and benefit of the residents of the Subdivision, except those streets or easements which are or may hereafter be dedicated to public bodies and agencies and which have been provided for the purpose of constructing, maintaining and operating sidewalks, sewers, pipes, poles, wires, storm water drainage, parks and other facilities and public utilities for the use and benefit of the residents of the Subdivision; and

WHEREAS, Grantor, being the owner of the entire tract, may from time to time desire to encumber and dispose of parts thereof; and

WHEREAS, it is the purpose and intention of this Indenture to preserve said tract of land, subdivided as aforesaid, as a restricted neighborhood, and to protect the same against certain uses by the adoption of this Indenture, to apply the plan contained in this Indenture to all of the land described herein, including common land, and to mutually benefit, guard and restrict future residents of the Subdivision and foster their health and safety; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained (herein sometimes collectively referred to as "restrictions") are jointly and severally for the benefit of all persons who may purchase, hold or reside upon the Property.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties hereby COVENANT and AGREE to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and on behalf of all persons who may hereafter hold title to any of the lots or parcels of land in the Subdivision, all as hereinafter set forth:

ARTICLE I  
DEFINITION OF TERMS

The following terms when used in this Indenture (unless the context requires otherwise) shall have the following meanings:

1. "Architectural Control Committee" shall have the meaning set forth in Article VI hereof.
2. "Common Property" (or words of similar import) shall mean and refer to all real property held by the trustees for the common use and enjoyment of the Owners including, without limitation, parks, open spaces, recreational facilities, lakes, streets, paths, walkways, storm water and sanitary sewers and drainage facilities (including detention basins), and other such facilities. Nothing hereinabove contained shall constitute a representation that any of the enumerated facilities are or will be included in the Subdivision or constructed upon Common Property.
3. "Consumer Price Index" shall mean and refer to the Consumer Price Index For All Urban Consumers, All Items, Lincoln County, Missouri (1993-95=100), published by the Bureau of Labor Statistics, United States Department of Labor.
4. "County" shall mean and refer to Lincoln County, Missouri, a political subdivision of the State of Missouri.
5. "Grantor" shall mean and refer to Land Concepts Inc., its successors and assigns including, but not limited to, any builder or developer who purchases vacant Lots or parcels of land within the Subdivision for the purpose of building residences thereon for sale to third persons.
6. "Indenture" shall mean and refer to this Indenture of Trust and Restrictions for Falcon Pointe Subdivision, Lincoln County, Missouri, as from time to time amended.
7. "Lot" shall mean and refer to any plot of land, with the exception of Common Property, shown on a recorded subdivision plat of the Property.
8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers but excluding those having such interest as security for the performance of an obligation and excluding Grantor.
9. "Property" shall mean and refer to the real property described on Exhibit A attached hereto and incorporated herein by reference and such additional property as may be added by Grantor to the Subdivision.
10. "Subdivision" shall mean and refer to Falcon Pointe, as per plat(s) thereof recorded or to be recorded in the Lincoln County Records.
11. "Trustees" shall mean and refer to those persons designated in the preamble to this Indenture and their successors and assigns as appointed or elected in accordance with the provisions of Article IV hereof.



## ARTICLE II DURATION OF TRUST

The Indenture of Trust herein created shall continue until such time as the plats of the Subdivision may be vacated by the County Council, or its successors, whereupon fee simple title to the Common Property shall vest in the then record Owners of all Lots constituting a part of the Subdivision as tenants in common; provided, however, the rights of said tenants in the Common Property shall only be appurtenant to and in conjunction with their ownership of Lots in the Subdivision, and any conveyance or change or ownership of any Lot shall carry with it ownership in the Common Property so that none of the Owners of Lots and none of the owners of the Common Property shall have such rights of ownership as to permit them to convey their interest in the Common Property except as is incident to the conveyance of their Lot, and any sale of any Lot shall carry with it without specifically mentioning it all the incidents of ownership in the Common Property; and, provided further, no such conveyance shall abrogate the rights, powers and authority conferred upon the Trustees under this Indenture.

## ARTICLE III RESERVATION OF EXPENDITURES

Grantor reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided for sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the Property.

Further, until such time as ninety-five percent (95%) of all Lots in the Subdivision have been conveyed to Owners, Grantor reserves the right to receive and retain any monies, damage payments or condemnation awards for any portion of the Property or interest therein which is condemned or conveyed in lieu of condemnation.

## ARTICLE IV DESIGNATION AND SELECTION OF TRUSTEES AND MEETINGS OF LOT OWNERS

1. Original Trustees. The original Trustees shall be Melvin T. Cole, Tammy L. Wells and Glenn S. Mazuranic who, by their signatures hereto, consent to serve in such capacity until their successors are elected or appointed as hereinafter provided. Should an original Trustee or a successor Trustee appointed by Grantor resign or other than as required by Section 2 of this Article IV, refuse to act, become disabled or die, Grantor shall have the power to appoint, by duly written, recorded instrument, a successor Trustee who shall serve until his successor is elected by the Owners in the manner hereinafter provided.

2. Election of Trustees. Within ninety (90) days after the sale and conveyance of fifty percent (50%) of the Lots authorized to be developed in the Subdivision, or at such earlier time as Grantor shall determine, Grantor shall cause the resignation of one (1) of the original Trustees, and a successor Trustee shall be elected by the then Lot Owners. Within ninety (90) days after ninety-five percent (95%) of the Lots authorized to be developed in the Subdivision, or



at such earlier time as Grantor shall determine, Grantor shall cause the resignation of a second original Trustee, and a successor Trustee shall be elected by the then Lot Owners. The two (2) Trustees elected by the Lot Owners pursuant to the foregoing provisions shall serve until thirty (30) days after all Lots authorized to be developed in the Subdivision have been sold or, until such earlier time as Grantor may determine, whereupon the term of such elected Trustees shall expire, Grantor shall cause the resignation of the third original Trustees then serving hereunder, and the then Owners shall elect three (3) successor Trustees, one (1) of which shall be elected to serve for one (1) year, one (1) of which shall be elected to serve for two (2) years, and one (1) of which shall be elected to serve for three (3) years from the date of election. Thereafter, all Trustees shall be elected for terms of three (3) years.

3. Manner of Conducting Elections; Meetings of Owners. (a) The elections for the first two (2) successor Trustees under Article IV, Section 2 of this Indenture shall be by mail. Notice of call for nominations shall be sent to all Owners, who shall have thirty (30) days to return their nominations to Grantor. All nominations received will be compiled on a ballot and mailed to all Owners, who shall have thirty (30) days to return their votes to Grantor. The person receiving the most votes shall be elected the successor Trustee; provided, however, if the person elected declines to serve, the person receiving the next highest number of votes shall be elected the Trustee unless he/she also declines to serve, in which event the position shall be given to the next highest vote recipient who accepts the position. In the event of a tie, a runoff election shall be conducted by mail in the aforesaid manner. For purposes hereof, nominations and/or ballots shall be deemed timely received if postmarked by the United States Postal Authority no later than midnight on such thirtieth (30<sup>th</sup>) day.

(b) Except as provided in Article IV, Section 3(a) of this Indenture, all elections of Trustees shall be conducted at Owner's meetings which shall be preceded by notice signed by the Trustees then in office or should there be no Trustees, then by three (3) such Owners, sent by mail to or personally served upon all Owners at least ten (10) days before the date fixed for the meeting. The notice shall specify the time and place of meeting, which shall be in Lincoln County. At such meeting or at any adjournment thereof, the majority of the Owners attending such meeting in person or by proxy, shall have the power to elect such Trustees, who shall thereupon serve until their successors have been duly appointed or elected and qualified. At such meeting, each Owner, whether attending in person or by proxy, shall be entitled to one (1) vote, which when the Owner constitutes more than one person or entity, shall be cast as they among them shall determine; in no event shall more than one (1) vote be cast with respect to any Lot. The result of any election of Trustees shall be certified by the persons elected as chairman and secretary at such meeting, and their certification shall be acknowledged and recorded. Any business relevant or pertinent to the affairs of the Subdivision may be transacted at any meeting of Owners called in conformity with the procedure described above. Twenty-five percent (25%) of the Owners shall constitute a quorum for the purpose of electing Trustees and for the purpose of conducting any other business coming before a meeting.

4. Qualification of Trustees. Any Trustees elected under Paragraph 2 of this Article shall be an Owner in the Subdivision, or an officer or agent of a corporate Owner, and if such Owner sells his or her Lot or resigns, refuses to act, becomes disabled or dies, the remaining Trustees shall appoint an Owner to act as the successor for the unexpired portion of the term of the Trustee no longer acting. Where the provisions of this instrument cannot be fulfilled by



reason of unfilled vacancies among the Trustees, the County Council or its successors may, upon the petition of any concerned resident or Owner in the Subdivision, appoint one (1) or more Trustees to fill the vacancies until such time as Trustees are elected or selected in accordance with this Indenture. Any person so appointed who is not an Owner within the Subdivision shall be allowed a reasonable fee for his services by the order of appointment, which fee shall be levied as a special assessment against the Lots and shall not be subject to any limitations on special assessments contained in this Indenture.

## ARTICLE V TRUSTEES' DUTIES AND POWERS

In addition to the rights, powers, duties and authorities described throughout this Indenture, the Trustees shall have the following rights, powers, duties and authorities:

1. Acquisition of Common Property. To acquire, receive, hold, convey, dispose of and administer the Common Property in trust and in accordance with and pursuant to the provisions of this Indenture. Without limiting the generality of the foregoing, during the period Grantor has the right under Article X, Section 4 of this Indenture to amend this Indenture, the Trustees shall cooperate with Grantor in its development of the Subdivision, and, provided the County's Ordinances are at all times complied with, to facilitate such development, the Trustees shall have the right, in their discretion, to adjust and reconfigure the Common Property and to convey and exchange portions thereof to the from time to time owners of adjoining Lots.

2. Control of Common Property. To exercise such control over the easements, streets, and roads, sidewalks (except for those easements, streets and roads and sidewalks which are now or may hereafter be dedicated to public bodies or agencies), entrances and entrance markers, lights, gates, park areas, lakes, cul-de-sac islands, medians, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes and disposal and treatment facilities constituting Common Property as may be shown on the record plat(s) of the Subdivision, as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets and roads, etc., by the necessary public utilities and others, including the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sidewalks, sewers, pipes, poles, wires and other facilities and public utilities for services to the Lots, and the right to establish traffic rules and regulations for the usage of driveways, streets and parking lots in the Subdivision.

3. Maintenance of Common Property. To exercise control over the Common Property for the exclusive use and benefit of residents of the Subdivision, and to pay real estate taxes and assessments on the Common Property out of the general assessment hereinafter authorized; to maintain and improve the Common Property with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures, and any and all other types of facilities in the interest of health, welfare, safety, morals, recreation, entertainment, education and general use of the Owners and residents in the Subdivision; and to prescribe by reasonable rules and regulations the terms and conditions of the use of Common Property, all for the benefit and use of the Owners and residents in the Subdivision and according to the discretion of the Trustees.



4. Dedication. To dedicate to public use any private streets constructed or to be constructed in the Subdivision whenever such dedication would be accepted by a public agency.

5. Easements. To grant easements for public streets, sewers, utilities and cable television on and over the Common Property. Notwithstanding anything contained in this Indenture to the contrary, if required in connection with Grantor's development of property adjacent to the Property, the Trustees shall grant Grantor, and all public authorities, including utility companies, and their respective successors and assigns, the perpetual right and easement to enter the common Property at any time and from time to time to erect, install, maintain, repair, rebuild and operate water, sewer gas, telephone, power and cable television pipes, lines, poles and conduits including the right to clear the right-of-way for such pipes, lines, poles and conduits, and to keep it clear of brush and trees. The provisions of this Article V, Section 5, shall not be amended, modified or deleted without the prior written consent of Grantor.

6. Enforcement. To prevent any infringement and compel performance of any restriction set out in this Indenture or established by law and any rules or regulations issued by the Trustees governing the use of the Common Property. This provision is intended to be cumulative and not to restrict the right of any Owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

7. Vacant and Neglected Lots. To clean up rubbish and debris and remove grass and weeds from and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected Lots or parcels of land in the Subdivision, and to charge the Owners thereof with the reasonable expenses so incurred. The Trustees, their agents or employees, shall not be deemed guilty or liable for any manners of trespass or any other act or any injury, abatement, removal or planting.

8. Plans and Specifications. As more specifically provided in Article VI of this Indenture, to consider, approve or reject plans and specifications for all buildings and structures and any additions or exterior renovations thereto, fences, satellite dishes, swimming pools, tennis courts, playground equipment and landscaping proposed for construction, erection or installation on any Lot. In acting hereunder, the Trustee shall consider and apply the limitations and parameters established in this Indenture and shall otherwise use their discretion in determining what is best for the Subdivision as a whole, and in no event shall a decision to allow or disallow any item constitute precedent for any similar future request or a reversal of any past request for similar approval.

9. Deposits. To require a deposit of \$1,000.00 in connection with the proposed erection of any building, structure, fence, detached building, outbuilding, swimming pool, tennis court, or other structure in the Subdivision to assure that upon completion of the project, all debris shall be removed from the site and from adjacent Lots and parcels and all damage to subdivision improvements repaired.

10. Insurance. To purchase and maintain in force such insurance as they may deem appropriate, including, but not limited to, property insurance and liability insurance protecting the Trustees and Owners from any and all claims for person injuries and property damage arising from use of the Common Property.

11. Employment. In exercising the rights, power and privileges granted to them and in discharging the duties imposed upon them by the provisions of this Indenture, from time to time to enter into contracts, employ agents, servants and labor as they may deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Trustees.

12. Condemnation. In the event it shall become necessary for any public agency to acquire all or any part of the common Property for a public purpose, the Trustees are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary to that purpose. Should acquisition by eminent domain become necessary, only the Trustees need be made parties, and any proceeds received shall be held by the Trustees for the benefit of those entitled to the use of said Common Property.

13. Maintenance of Water Supply Easements, Entrance Monument Easements and Other Easements. Unless and until accepted for public use and maintenance, the Trustees shall have the power, authority and responsibility to maintain and improve all or any Water Supply Easements created and established on the record plat(s) of the Subdivision or by separate instrument, and to repair and replace any improvements installed or constructed thereon (including equipment) and shall include the cost thereof in the annual assessment levied pursuant to Article VIII, Section 3 of this Indenture. Further, the Trustees shall maintain, repair and replace the entrance monuments and any improvements installed and constructed in the Entrance Monument Easements and any facilities constructed or installed for the benefit of the lot owners within any common areas created and established on the record plat(s) of the Subdivision, and shall also include the cost thereof in the annual assessment.

14. Variances. To grant variances from the provisions of this Indenture where, in the sole discretion of the Trustees, due cause therefore is demonstrated by an Owner.

## ARTICLE VI ARCHITECTURAL AND ENVIRONMENTAL CONTROL

1. Architectural Approval. From and after such time as a Lot becomes subject to assessment under Article VIII of this Indenture, no building, fence, wall, driveway, deck, patio, patio enclosure, screened porch or other structure, swimming pool, tennis court or other improvement shall be commenced, erected or maintained on such Lot, nor shall any exterior addition to, removal of or exterior change or alteration (structural or nonstructural) in any improvement on such Lot be made, nor shall any tree with a six inch (6") or greater caliper be removed, nor shall the grade or slope of any Lot be changed, nor shall any item, apparatus or device be attached to or the color or other exterior appearance of any structure upon any such Lot be changed until the plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location and configuration of the same shall have been approved in writing by the Trustees or, if appointed by the Trustees in their sole discretion, an Architectural Control Committee composed of three (3) or more representatives. Reference herein to the "Architectural Control Committee" shall mean and refer either to the Committee, if appointed and constituted, or to the Trustees, whichever happens to be acting at the time. In the event the Architectural Control Committee fails to approve or disapprove any



design, materials, colors or location within sixty (60) days after all required plan and specifications have been submitted to it (and fees, if required, have been paid), approval will not be required, and this provision will be deemed fully complied with. All requests hereunder shall be submitted to the Architectural Control Committee in writing, and shall be deemed submitted when personally delivered to the Architectural Control Committee at the address from time to time designated for such purposes, or when receipted by the Architectural Control Committee if sent to the Committee at the aforesaid address by postage prepaid, registered or certified mail, return receipt requested.

2. Architectural Restrictions. Without limiting any other provision of this Indenture or diminishing the authority of the Architectural Control Committee under Article VI, Section 1 of this Indenture, the following restrictions shall apply to all Lots within the Subdivision.

(a) No fence shall be erected, placed or altered on any Lot nearer to any street than the minimum building set-back line without the approval of the Architectural Control Committee and appropriate governmental authorities.

(b) No fence may be erected on any Lot that borders Common Ground without the approval of the Architectural Control Committee.

(c) No Lot Owner shall change the appearance of any improvements within or upon the Common Ground.

(d) No addition, alteration or improvement to the Lots or Common Ground shall, without the prior approval of the Trustees, cause any increase in the premiums of any insurance policies carried by the Trustees or by the Owners of any Lots other than those affected by such change.

(e) Outbuildings will be allowed on each lot but shall not exceed 2,500 square feet in floor area and must be built on concrete foundations and have exterior construction materials compatible in quality and color so as to have the same general appearance as the residence and shall be in a location approved by the Trustees.

(f) Room, garage or other additions to the improvements on any Lot must be of similar materials and siding color as the main structure, and all specifications of material, plans and colors must first receive approval from the Architectural Control Committee.

(g) Construction plans and specifications for residential structures, outbuildings and other improvements must be approved by the ACC in writing prior to the commencement of construction. Mobile homes, modular homes, trailers, tents, shacks, sheds, basement homes and pole barns are prohibited.

(h) The exterior of any residence or outbuilding shall be completed within six (6) months following the construction start date.

(i) L.P. tanks must be buried on each Owner's Lot.

ARTICLE VII  
SEPTIC SEWER SYSTEM, DRAINAGE FACILITIES, AND LANDSCAPING

1. Trustees' Responsibility – Common Property. The Trustees shall be responsible for the repair and replacement of improvements, structures, landscaping and facilities located on and servicing any Common Property and easements or other such improvements, including landscaping, entrance monuments, and any other such structures, thereon in the Subdivision.
2. Owners' Responsibility. Each Owner shall be responsible for the maintenance, repair and replacement of the septic sewage system on each Owners' Lot.

ARTICLE VIII  
ASSESSMENTS

1. General. Grantor, for each Lot within the Subdivision, hereby covenants, and each Owner, by acceptance of a deed to a Lot, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay annual and special assessments as fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with interest thereon and costs of collection thereof, shall be a charge on and continuing lien against the Lot against which such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof, shall also be the personal obligation of the Owner of the lot at the time when the assessment fell due.

2. Purpose. The assessments levied under this Article shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision and for the rendering of services in the furtherance of such purposes including, but not limited to, carrying out the functions herein authorized; the acquisition, improvement, maintenance and operation of the Common Property; the payment of taxes and insurance on the Common Property; the repair, maintenance, replacement and addition to the Common Property; and for the cost of labor, equipment, materials, management and supervision of the Common Property.

3. Annual Assessments. Until increased as herein authorized, the maximum annual assessment upon and against each Lot will be: (a) \$290.00 for road maintenance and improvements; (b) \$180.00 for the community water system; and (c) \$180.00 for common elements including streetlights, gated entries, park and common areas; provided, however, that the Trustees may increase such assessment for any assessment year by an amount which is equal to the increase in the Consumer Price Index last published prior to the assessment year over the Index last published prior to commencement of the first assessment year. If such Index is discontinued, the Trustees shall utilize a successor index, determined by the Trustees in their sole judgment to be most similar to the discontinued Index.



4. Special Assessments. If at any time the Trustees consider it necessary to make any expenditure requiring an assessment additional to the annual assessment, they shall submit a written outline of the contemplated project and the amount of the required assessment to the then Owners. If such assessment is approved, either by a majority of the votes cast in person and by proxy at a meeting of the Owners called by the Trustees or on written consent of a majority of the total votes entitled to vote, the Trustees shall notify all Owners of the additional assessment; PROVIDED, HOWEVER, that in determining such required majority, each Owner shall be entitled to one (1) full vote, except that only those who have paid all assessments theretofore made shall be entitled to vote. The limit of the annual assessments for general purposes set forth in Section 3 hereof shall not apply to any assessment made under the provisions of this Section 5. Notice of any special assessment shall be given in the same manner as notices of annual assessments are given, with such assessment becoming delinquent thirty days after the date of such notice.

5. Initial Capital Contribution. For the purpose of establishing the Subdivision, a one time initial capital contribution of \$350.00 per Lot for the Subdivision shall be assessed and collected at the time of the initial Owner of such Lot's closing on its acquisition.

6. Prorations. Should a Lot become subject to assessments after January 1<sup>st</sup> in any year, and should an annual or special assessment have been levied for that year, such assessment shall be adjusted so that such Lot shall be charged with a proration of the assessment prorated for the balance of that year.

7. Interest and Liens. All assessments shall bear interest at the rate of ten percent (10%), from the date of delinquency, and such assessment, together with interest and costs of collection, shall constitute a lien upon the Lot against which it is assessed until the amount, together with interest and charges, is fully paid. As an assessment becomes delinquent, the Trustees may execute, acknowledge and record in the Lincoln County Records, an instrument reciting the levy of the assessment, and thereafter institute an appropriate legal action to enforce such lien. Should an Owner pay an assessment after the recording of a notice, the Trustees shall cause to be executed and recorded (at the expense of the Owner of the affected Lot) a release of said lien.

The lien for assessments provided for herein shall be subordinate to the lien of any institutional (bank, savings bank, pension or retirement fund, insurance company or federally insured mortgage) first mortgage now or hereafter placed upon the Lot with respect to which assessments become due and payable prior to the sale or transfer of such Lot at foreclosure or transfer in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due or from the lien of any such subsequent assessment. As used herein, the term "mortgage" or "mortgages" shall include deeds of trust.

8. Exemptions. The following properties subject to this Indenture shall be exempt from the assessments, charges and liens created herein:

- (i) All Common Property;

(ii) All properties exempted from taxation under the laws of the State of Missouri; and

(iii) All Lots owned by Grantor, and any Lots sold in bulk or at wholesale to others for development or resale, are exempted from assessment until occupied or until title to the Lot has been transferred to the first purchaser thereof at retail. No Lot devoted to residential use shall be exempt from assessment hereunder.

9. Keeping of Funds. The Trustees shall deposit the funds coming into their hands as Trustees in a bank protected by the Federal Deposit Insurance Corporation or any successor to such corporation.

10. Ordinance Compliance. Notwithstanding any other conditions herein, the Trustees shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations of the county and any municipality of which the Subdivision may become a part, including, but not limited to, maintenance and operation of street lights, easements and roadways (except for those easements and roadways as are dedicated to public bodies or agencies), and for such purposes shall not be limited to the maximum assessment provided for herein.

11. Change of Ownership. Upon the conveyance of any Lot in the Subdivision other than a conveyance by Grantor, the conveying Owner or Grantee of such Lot shall give the Trustees written notice of such conveyance.

## ARTICLE IX RESTRICTIONS

In addition to the limitations and restrictions imposed by other provisions of this Indenture, the following restrictions are imposed upon and against the Property and each Lot now or hereafter existing therein:

1. Residential Use. No building or structure shall be used for any purpose other than by an individual family for the exclusive use of such family as a single-family residential dwelling.

2. Building Location. No building or structure shall be located on any Lot nearer to the street(s) upon which such Lot fronts or by which such Lot is bordered or the side or rear Lot lines than the front building line or side or rear set-back lines shown on the plat of the Subdivision.

3. Dwellings & Garages. One story-residences shall have a first floor area (excluding the area of any garage) of at least 1,800 square feet. A dwelling of more than one (1) story shall have a first floor area (excluding the area of any garage) of at least 1,400 square feet and a total living area of at least 2,400 square feet (excluding the area of any garage and basement). All residences shall have a minimum of a (2) car garage. No carports shall be permitted.



4. Driveways and Foundations. All driveways shall be constructed of a hard surface material such as asphalt, concrete, brick or similar material. No gravel driveways shall be permitted. All exposed foundations shall be covered in a material consistent with the dwelling such as vinyl siding, brick, stone or similar materials. No more than one foot above finish grade of any foundation shall be exposed.

5. Retaining Walls. Retaining walls shall be constructed of interlocking stone similar to versa-lock or any like product of decorative retaining wall material. No railroad ties or wood material shall be used as a retaining wall material. No retaining walls shall be erected on, over, under, through, or across the BP Pipeline, or Missouri Pipeline easements.

6. Resubdivision. No Lot shall be resubdivided.

7. Commercial Use. Except for the promotional activities conducted by Grantor in connection with the development of the Subdivision and the marketing and sale of residences therein and the conduct of a professional occupation in strict accordance with the provisions of any and all applicable zoning ordinances, no commercial activities of any kind shall be conducted on any Lot. As used herein, the term "Professional Occupation" shall mean an occupation or profession carried on by an immediate family member residing in the residence in connection with which there is no sign or other indication visible from the exterior of the residence that indicates that the residence is being utilized in whole or in part for any purpose other than a residential dwelling. In no event shall any retail or wholesale goods or commodities be sold upon the premises and no mechanical equipment may be used except for domestic household uses.

8. Lighting. All exterior lighting must be approved by the Architectural Control Committee, and in no event shall any exterior lighting be directed outside the boundaries of a Lot or other parcel.

9. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No firearms, pellet or B.B. guns, or other pyrotechnic devices shall be discharged on any part of the Property.

10. Maintenance. Each Owner shall maintain and keep his Lot in good order and repair, and shall do nothing which would be in violation of law. Trash, rubbish, toys, tools, cases, crates or any discarded item shall not be left in the front or back yard of any Lot overnight, and no exterior appurtenances such as sculptures, bird baths or similar personal property items shall be placed in the front yard of any Lot, without Architectural Control Committee review and approval. Except for flower gardens, vegetable gardens, shrubs and trees that are neatly maintained, all open areas of Lots (exclusive of Lots owned by Grantor) shall be improved with lawns or other materials approved by the Architectural Control Committee. All lawn areas shall be kept mowed, and shall not be permitted to grow to a height in excess of ten inches (10"). Each Owner of a Lot shall be responsible for (a) removing any snow, ice or debris from any sidewalk located on his Lot, and (b) maintaining all grassy strips adjacent to his Lot (or adjacent to sidewalks next to his Lot) and located in adjacent public rights of way in the same manner as such Owner is required to maintain the lawn on his Lot. Each Owner shall repair, maintain,

replace, or clear, at such Owner's sole expense, each and every gas, sewage, and water lateral line on or servicing his Lot.

11. Obstructions. There shall be no obstruction of any portion of the common Property or any storage or construction or planting thereon by an Owner. No clothes, laundry or other articles or equipment shall be placed, hung, exposed or stored in any portion of the Common Property or in any portion of the exterior or yard area of any Lot or on or about the exterior of any building.

12. Animals. No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept on the Properties, except that dogs, cats or other household pets (except house pets with vicious propensities) may be kept or maintained on any Lot. Provided further however, no pets of any type may be kept for any commercial purpose. Pets shall at all times be leashed and no "runs" or other outside structures shall be permitted, except that in-ground electric fences are hereby expressly permitted. The keeping of any pet which by reason of its noisiness or other factor is a nuisance (as determined by the Trustees in their sole judgment) or annoyance to the neighborhood is prohibited.

13. Trucks, Boats, Etc. No trucks (other than pick-up trucks not exceeding  $\frac{3}{4}$  ton) or commercial vehicles, buses, boats, motorcycles, campers, house trailers, boat trailers or trailers of any other description shall be permitted to be parked or stored on any Lot unless they are parked or stored in an enclosed garage or in such other enclosure (open or otherwise) approved by the Architectural Control Committee, except only during periods of approved construction on the Lot. Further, no motor vehicle or equipment shall be repaired or otherwise serviced in front of or adjacent to any residence in the Subdivision.

14. Abandoned Vehicles. No abandoned cars, motorcycles, jeeps, trucks or motor vehicles of any kind whatsoever that are unable to move under their own power may be stored or suffered to remain upon any of the Common Property or on any Lot. If any such motor vehicle is so stored or remains on the aforesaid premises, the Trustees may take the necessary steps to remove the same at the Owner's expense. No vehicle of any kind shall be parked overnight on any street within the Subdivision.

15. Vehicular Sight Lines. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner to obstruct sight lines for vehicular traffic.

16. Signs. No signs, advertisements, billboards or advertising structures of any kind may be erected, maintained or displayed on any Lot; provided, however, that nothing herein shall prohibit signs erected or displayed by Grantor in connection with the development of the Subdivision and the marketing and sale of residences therein. Notwithstanding the foregoing, a lot owner shall be permitted to display one (1) FOR SALE sign of not greater than five (5) square feet.

17. Garbage. No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored in the open on any Lot, but shall be kept secured within the improvements located on each Lot; provided, however, after sunrise on any day designated for trash pick-up, trash, garbage, rubbish, refuse and debris secured within appropriate trash cans



or receptacles may be placed at the street curbing for pick-up; and, provided, further, that trash cans or receptacles shall be removed and secured within the improvements on each Lot prior to sundown of the same day.

18. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are established in this Indenture and are and/or will be reserved as shown on the recorded plat(s) of the Subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

19. Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or portion of the Property. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or portion of the Property.

20. Cul-De-Sac, Etc. No above-ground structure, other than required street lights, may be erected upon a cul-de-sac, divided street entry island, or median strip, without the written approval of the Grantor.

21. Fences. (a) Fences or screening of any kind shall require the approval of the Architectural Control Committee as to location, material and height, and the decision of the Architectural Control Committee to approve or reject a fence shall be conclusive.

(b) The Architectural Control Committee's review of all requests for approval of fences shall assure that such fences adhere to the following standards and requirements unless applicant can demonstrate to the satisfaction of the Committee that strict adherence to such standards and requirements would (i) create an undue hardship on applicant, and (ii) approval would be in the best interests of the Subdivision, to-wit:

(1) Fencing shall be handled on a case-by-case basis, and shall be permitted only with the approval of the Architectural Control Committee. All requests to the Architectural Control Committee hereunder must be made in writing. The maximum height of any permitted fencing shall be forty-eight inches (48").

(2) All fencing shall be either wrought iron, aluminum simulated wrought iron, or white vinyl as approved by the Architectural Control Committee.

(3) Prior to installation, all Lots must be professionally surveyed to assure fences are located in the areas approved by the Architectural Control Committee.

(4) All fence posts shall be anchored in a base of concrete at least one foot (1') six inches (6") deep into the soil.

(5) No fencing shall be erected on, over, under, through, or across the BP Pipeline, or Missouri Pipeline easements.

(6) No white vinyl fencing, which was installed by the developer, shall be removed. Any request to remove or replace said fencing shall be approved by the Architectural Control Committee.

(c) Notwithstanding anything contained in this Section 21 to the contrary, it is understood and agreed that the Subdivision shall be a gated community.

22. Television Antennae, Etc. No exterior television or radio antenna, towers, direct broadcast satellite dishes or antennas used for the transmission or broadcast or reception of multichannel multi-point distribution (wireless cable) electronic signals may be installed in the Subdivision without the prior approval of the Architectural Control Committee under Article VI of this Indenture. Provided, however, in reviewing a request for approval of any such device, the Architectural Control Committee shall comply with all Federal, State and local laws, ordinances and regulations, and shall not impose any restriction which will preclude an Owner's receipt of an acceptable quality signal. Notwithstanding anything herein to the contrary, the exterior installation of satellite dishes for the reception of electronic signals shall be permitted in accordance with the Telecommunications Act of 1996 and the regulations enacted thereunder by the Federal Communications Commission ("FCC"). The Architectural Control Committee may, to the extent permitted under the Act and the regulations require that such satellite dishes be installed in areas not visible from the street or other common areas wherever practicable and may require that all such dishes, cables, brackets and other installation hardware blend into the color of the installed location.

23. Swimming Pools. No above-ground swimming pools will be allowed on any Lot in the Subdivision. All in-ground pools must have at least four feet (4') of concrete or some other such decking material surrounding the entire pool. The plans for any such pool must be submitted to and approved by the Architectural Control Committee, and shall include drawings, material lists, landscape and fencing detail and any other information deemed necessary by the Architectural Control Committee in its sole discretion. The approval of any such pool shall not constitute a precedence for other such structures, and each instance will be determined on a case-by-case basis.

Any requirements set forth in this Section for approval of installation of pools that may conflict with any governmental codes or guidelines may be changed by the Trustees to conform with such governmental guidelines.

24. Decks, Porches, Screened Porches. All decks, porches, screened porches, patio enclosures and other such improvements shall be built according to the following standards. Subject to ACC approval:

(a) All screened decks shall have a roof that matches the roof line and shingle material of the residence.



(b) All screened porches shall have siding, gutter board and roofing that are identical to those on the residence, and shall have a gable or shed roof.

(c) Materials for all decks and/or screened decks shall be limited to cedar or redwood decking, rails, uprights, handrails and pickets. Treated lumber materials may be used for stringers, supports, subfloor joists or other structural components. Newly developed composite materials that offer a similar appearance as cedar or redwood may also be used. Vinyl decks are also allowed.

(d) Wood decks and screened decks are to be left natural in color, and shall not be painted. Semi-transparent stains and clear wood treatments and sealers are acceptable. Colors of stains shall be subject to ACC approval.

25. Firearms. No firearms, including pellet and bb-guns, shall be discharged within the subdivision.

## ARTICLE X GENERAL PROVISIONS

These general provisions shall apply to the foregoing Indenture:

1. Enforcement. Enforcement of any of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such restrictions, and may be brought to restrain any such violation or to recover damages therefore. In connection with any default by a Lot Owner under the terms of this Indenture or any amendment, the Trustees shall be entitled to recover from the defaulting Lot Owner, all of the Trustees' costs, recording fees, and similar expenses (including the fees of any accountant or attorney) whether or not suit is filed. No Lot Owner shall be entitled to vote on any subdivision matter or to serve as a Trustee while such Lot Owner shall be in violation of these Indentures.

2. Actions by Trustees. The Trustees are authorized to act through a representative, provided, however, that all acts of the Trustees shall be agreed upon by at least a majority of the Trustees. No Trustee shall be held personally responsible for his wrongful acts, and no Trustees shall be held responsible for the wrongful acts of others. No Trustee shall be held personally liable for injury or damage to persons or property by reason of any act or failure to act of the Trustees, collectively or individually. The Trustees from time to time serving hereunder, except Trustees appointed pursuant to Article IV, Section 4 hereof, shall not be entitled to any compensation or fee for services performed under this Indenture.

3. Adjoining Tracts. The Trustees named hereunder shall be the Trustees of the Subdivision, and are authorized and empowered to cooperate and contract with Trustees of adjoining or nearby tracts in the development and maintenance of facilities inuring to the benefit and general welfare of the inhabitants of the entire area.

4. Amendments. Until all Lots authorized to be developed in the Subdivision have been sold and conveyed for residential use, the provisions of this Indenture may only be amended, modified or changed by Grantor. Grantor may from time to time effect any such amendment, modification or change by recording an instrument of amendment in the Office of the Recorder of Deeds for Lincoln County, Missouri. Thereafter, the provisions hereof may only be amended, modified or changed by the written consent of two-thirds (2/3rds) of all the Owners, with any such amendment, modification or change being recorded in the Office of the Recorder of Deeds for Lincoln County, Missouri. No amendment, modification or change shall reduce or modify the obligations or rights granted to or imposed upon the Trustees or eliminate the requirement that there be Trustees unless some person or entity is substituted for the Trustees with their responsibilities and duties in a manner approved, if necessary, by the County.

5. Severability, Etc. All covenants and agreements herein are expressly declared to be independent and not interdependent. No laches, waiver, estoppel, condemnation or failure of title as to any part of the Property or any Lot in the Subdivision shall be of any effect to modify, invalidate or annul any grant, covenant or agreement herein with respect to the remainder of the Property, saving always the right to amendment, modification or repeal as hereinabove expressly provided.

6. Invalidation. Invalidation of any one of the restrictions of this Indenture shall in no way affect any other provision hereof.

7. Assignment by Grantor. The rights, powers and obligations granted to Grantor may be assigned or transferred by Grantor, in whole or in part, to any other person or entity or persons or entities to whom Grantor sells, transfers or assigns all or any of the Lots in the Subdivision.

8. Rights During Construction and Sale. Notwithstanding any provision contained in this Indenture to the contrary, until all Lots authorized to be developed in the Subdivision have been sold and conveyed for residential use, Grantor and its successors and assigns shall have the right and privilege (i) to erect and maintain advertising signs, sales flags and other sales devices and banners for the purpose of aiding the sale of Lots and residences in the Subdivision; (ii) to maintain sales, business and construction offices in display homes or trailers in the Subdivision (including, without limitation, the Common Property) to facilitate the completion of development of the Subdivision and construction and sale of residences; and (iii) to park and to allow its subcontractors to park trucks and stock pile and store materials on any Lot(s) or on the Common Property. Grantor's construction activities shall not be considered a nuisance, and Grantor hereby reserves the right and privilege for itself and its successors and assigns to conduct the activities enumerated in this Section until all Lots in the Subdivision have been sold and conveyed for residential purposes. The provisions of this, Article X, Section 8, shall not be amended, modified or deleted without the prior written consent of Grantor.

9. Use of Common Areas. The common areas, including open spaces, recreational areas, or other Common Property, shall be for the benefit, use and enjoyment of the Owners and residents, present and future, of the Subdivision.



10. Term. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Indenture shall run with and bind the Property for a term which is the longer of (i) thirty (30) years from the date of recordation of this Indenture, after which said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots subject hereto has been recorded agreeing to terminate this Indenture as of the end of any such ten (10) year period, but in no event prior to the vacation of all plats of the Subdivision by the County Council or its successors; or (ii) as to any subdivision of the Property, for the duration of the subdivision encumbered hereby unless continued in effect by the vote of two-thirds (2/3) of the Lots in such Subdivision as aforesaid. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such termination, and unless written notice of the proposed agreement of termination is sent to every Owner at least ninety (90) days in advance of any action taken.

11. Dedication by Grantor. Grantor hereby dedicates the roadway and utility easements (50' wide) and all other utility easements (10' wide, unless otherwise noted) and the Park Area, as shown on the record plat or as shown on the subdivision plat for the private access and use of the owners of all of the lots in the subdivision, their heirs, and assigns and for other respective utility companies, their successors and assigns as their interests may appear for the purpose of installing and maintaining utilities, including but not limited to water, sewer, gas, electric, telephone, internet and cable TV services.

Within the above stated easements and park areas, all landscaping, entrance monuments, and any other such structures or improvements are hereby dedicated to the trustees for the purpose of the care and maintenance of said improvements.

The 50' roadway and utility access easements in the subdivision shall be known by the road names designated on the subdivision plat and shall remain private roadways unless the Trustees shall hereafter make a dedication thereof to the public. The Park Area designated on the subdivision plat together with the common areas shown on the subdivision plat shall remain private and are dedicated to the use and enjoyment of the present and future lot owners in the subdivision.

The Grantor shall provide streetlights along the roadways and in the center of the cul-de-sacs within the subdivision to be installed by the electric utility company serving the subdivision. The cost of said lighting and the operation, maintenance and repair of same shall be paid by the Trustees from the annual assessments.

12. Water. The Developer shall provide the lots within the subdivision with a community water system through a series of a minimum of (7) drilled water wells, which the Developer intends will be drilled and constructed by Flynn Drilling Service. The Trustees shall have exclusive authority (including for the hiring of contractors, engineers and licensed professionals) for the operation, maintenance, testing and treatment, repair, replacement and modernization of all or any part of the community water system serving the subdivision, including source withdrawal, treatment and distribution facilities. The Trustees shall assure that the community water system complies at all times with the Missouri Safe Drinking Water Law and rules and regulations promulgated thereunder. Specifically and without limitation, the

Trustees shall comply with the minimum technical, managerial and financial capacity requirements of the Rules of the Missouri Department of Natural Resources, Division 60, Chapter 3 (10CSR-60.030 "Rules"). The Trustees shall adopt from time to time rules, regulations and operating procedures and shall have the power and authority to levy assessments on the lot owners within the subdivision to carry out the foregoing.

13. Septic/Sewer. The disposal of all water or sewage shall be through a single residence wastewater treatment facility designed in accordance with the Department of Natural Resources regulations, including 19CSR 20-3.060 "Minimum Construction Standards for On-Site Sewage Disposal Systems". Soil analysis must be conducted on each lot in the area to be used for the absorption field to assure the presence of acceptable soils and the installation of a proper sized field. The facilities shall be maintained and operated in such a way as to retain the wastewater generated on each lot within the boundaries of that lot and the wastewater is to be handled in such a manner that there will be no violations of the Missouri Clean Water Law and regulations thereunder.



IN WITNESS WHEREOF, Grantor has executed this Indenture this 25 day of October, 2005.

GRANTOR:  
LAND CONCEPTS INC., a Missouri Corporation

BY: Melvin T. Cole  
Melvin T. Cole, President



TRUSTEES:

Melvin T. Cole  
Melvin T. Cole

Glenn S. Mazuranic  
Glenn S. Mazuranic

Tammy L. Wells  
Tammy L. Wells

STATE OF MISSOURI     )  
                                      ) SS  
COUNTY OF LINCOLN    )

On this 25 day of October, 2005, before me personally appeared MELVIN T. COLE, to me known, who, being by me duly sworn, did say that he is the President of Land Concepts Inc., a Missouri Corporation, and that the seal affixed to the 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 said President further acknowledged said instrument to be the free act and deed of said Corporation.

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



DEBORAH L. BROWN  
NOTARY PUBLIC - STATE OF MISSOURI  
LINCOLN COUNTY  
MY COMMISSION EXPIRES SEPT. 14, 2007

Deborah L. Brown  
Notary Public

STATE OF MISSOURI     )  
                                      ) SS  
COUNTY OF LINCOLN    )

On this 25 day of October, 2005, before me personally appeared MELVIN T. COLE, to be known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

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



DEBORAH L. BROWN  
NOTARY PUBLIC - STATE OF MISSOURI  
LINCOLN COUNTY  
MY COMMISSION EXPIRES SEPT. 14, 2007  
Trust Indenture and Restrictions

Deborah L. Brown  
Notary Public



STATE OF MISSOURI     )  
                                  ) SS  
COUNTY OF LINCOLN    )

On this 25 day of October, 2005, before me personally appeared GLENN S. MAZURANIC, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

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



DEBORAH L. BROWN  
NOTARY PUBLIC - STATE OF MISSOURI  
LINCOLN COUNTY  
MY COMMISSION EXPIRES SEPT. 14, 2007

Deborah L. Brown  
Notary Public

STATE OF MISSOURI     )  
                                  ) SS  
COUNTY OF LINCOLN    )

On this 25 day of October, 2005, before me personally appeared TAMMY L. WELLS, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

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



DEBORAH L. BROWN  
NOTARY PUBLIC - STATE OF MISSOURI  
LINCOLN COUNTY  
MY COMMISSION EXPIRES SEPT. 14, 2007

Deborah L. Brown  
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Platted Description:

Lots 1 through 47 of FALCON POINTE SUBDIVISION, as per the plat thereof recorded on 10-26-, 2005 (as Daily No. 14343) or (in Book 14 Page 77+78) in the Office of the Recorder of Deeds for the County of Lincoln and the State of Missouri;

Also known by its metes and bounds description, to wit:

A TRACT OF LAND BEING PART OF LOTS 3 AND 6 AND PART OF THE DOWER TRACT OF THE SUBDIVISION OF A.B. MAGRUDER IN US SURVEY 1767, TOWNSHIP 51 NORTH, RANGE 1 WEST, LINCOLN COUNTY, MISSOURI.

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF PROPERTY CONVEYED TO JOSEPH E. BEELEK, ETAL, RECORDED BY DEED IN BOOK 1457 PAGE 22 OF THE LINCOLN COUNTY, MISSOURI RECORDS AND THE WEST RIGHT-OF-WAY LINE OF HIGHWAY (90 FEET WIDE) RA AND WHERE A FOUND REBAR WITH CAP BEARS, 0.63 FEET SOUTH AND 1.61 FEET WEST;

THENCE DEPARTING THE WEST RIGHT-OF-WAY LINE OF HIGHWAY RA AND ALONG THE NORTH LINE OF SAID BEELEK PROPERTY, SOUTH 68 DEGREES 35 MINUTES 18 SECONDS WEST, 2,469.11 FEET TO A FOUND REBAR WITH CAP AT THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER ALSO BEING ON THE EAST LINE OF PROPERTY CONVEYED TO MARK G. AND MARILYN L. HENKE, RECORDED BY DEED IN BOOK 672 PAGE 5 OF THE LINCOLN COUNTY, MISSOURI RECORDS;

THENCE DEPARTING THE NORTH LINE OF SAID BEELEK PROPERTY AND ALONG THE EAST LINE OF SAID HENKE PROPERTY, NORTH 21 DEGREES 42 MINUTES 30 SECONDS WEST, 326.55 FEET AND WHERE A FOUND OLD AXLE BEARS, 0.12 FEET NORTH AND 0.04 FEET EAST;

THENCE CONTINUING ALONG THE EAST LINE OF SAID HENKE PROPERTY, NORTH 21 DEGREES 03 MINUTES 25 SECONDS WEST, 1,571.44 FEET AND WHERE A FOUND IRON PIPE WITH CAP BEARS, 0.09 FEET NORTH AND 0.20 FEET WEST;

THENCE ALONG THE SOUTH LINE OF SAID HENKE PROPERTY, NORTH 66 DEGREES 41 MINUTES 55 SECONDS EAST, 920.62 FEET TO THE SOUTHEAST CORNER THEREOF, SAID SOUTHEAST CORNER ALSO BEING ON THE WEST LINE OF PROPERTY CONVEYED TO SYLVIA ROPER (TRUSTEE), RECORDED BY DEED IN BOOK 1446 PAGE 853 OF THE LINCOLN COUNTY, MISSOURI RECORDS AND WHERE A FOUND IRON PIPE WITH CAP BEARS, 0.13 FEET WEST;

THENCE ALONG THE WEST AND SOUTHWEST LINE OF SAID ROPER PROPERTY THE FOLLOWING COURSES AND DISTANCES: SOUTH 35 DEGREES 34 MINUTES 04 SECONDS EAST, 230.22 FEET AND WHERE A FOUND REBAR WITH CAP BEARS, 0.09 FEET NORTH AND 0.09 FEET WEST, NORTH 82 DEGREES 29 MINUTES 56 SECONDS EAST, 535.40 FEET AND WHERE A FOUND REBAR BEARS, 0.08 FEET NORTH AND 0.14 FEET WEST, SOUTH 80 DEGREES 51 MINUTES 26 SECONDS EAST, 142.64



FEET AND WHERE A FOUND REBAR WITH CAP BEARS, 0.25 FEET NORTH AND 0.10 FEET EAST, SOUTH 46 DEGREES 02 MINUTES 28 SECONDS EAST, 83.53 FEET AND WHERE A FOUND REBAR WITH CAP BEARS, 0.35 FEET NORTH AND 0.26 FEET WEST, NORTH 84 DEGREES 09 MINUTES 48 SECONDS EAST, 114.49 FEET AND WHERE A FOUND REBAR WITH CAP BEARS, 0.25 FEET NORTH AND 0.22 FEET WEST AND SOUTH 87 DEGREES 21 MINUTES 40 SECONDS EAST, 765.90 FEET TO A SET IRON PIPE WITH CAP ON THE WEST RIGHT-OF-WAY LINE OF SAID HIGHWAY RA;

THENCE DEPARTING THE SOUTHWEST LINE OF SAID ROPER PROPERTY AND ALONG THE WEST RIGHT-OF-WAY LINE OF HIGHWAY RA, SOUTH 20 DEGREES 42 MINUTES 34 SECONDS EAST, 564.72 FEET TO A SET IRON PIPE WITH CAP AND A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 22,963.31 FEET AN ARC DISTANCE OF 407.31 FEET AND WHOSE CHORD BEARS, SOUTH 21 DEGREES 13 MINUTES 08 SECONDS EAST, 407.31 FEET TO A FOUND RIGHT-OF-WAY MARKER AND A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 24 DEGREES 42 MINUTES 15 SECONDS EAST, 100.46 FEET TO A SET IRON PIPE WITH CAP;

THENCE SOUTH 21 DEGREES 58 MINUTES 36 SECONDS EAST, 12.78 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 91.460 ACRES AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.