

Return to
Ed Holthaus
P.O. Box 67
Shrew, Mo. 63040

BOOK 978 PAGE 217

RESTRICTION AGREEMENT FOR
CALLAWAY VALLEY

This Agreement made and entered into this 1st day of August,
1983, by and between OAK LAKE PROPERTIES (hereinafter called "Grantor"), and
ED HOLTHAUS, MIKE SHEAHAN, and HENRY KENDALL as Trustees (hereinafter called
"Trustees").

WITNESSETH:

WHEREAS, Grantor is the owner of a tract of land situated in the County of
St. Charles, State of Missouri, described on Exhibit "A" attached hereto and by this
reference made a part hereof; and

WHEREAS, Grantor has caused said tract of land to be laid out as a subdivision
under the name of CALLAWAY VALLEY PLAT 2; and

WHEREAS, it is the purpose of the Grantor that all the lots in said subdivision
shall be used as sites for private, permanent, residences only, and that said sub-
division shall be and remain a first class residential subdivision and pursuant to
said purpose Grantor desires to restrict all of said lots to be used consistent with
the general plan of said subdivision; and

WHEREAS, Grantor desires to provide for the development of CALLAWAY VALLEY; and

WHEREAS, Grantor desires to establish in the Trustees sufficient authority and
also sufficient right, title and interest in said tract of land to carry out the
purposes of the Agreement; and

WHEREAS, Grantor contemplates the possible additional subdivision of adjoining
properties and desires to have the right to extend the terms of this Agreement to
such other properties and to include such properties as a part of CALLAWAY VALLEY
by appropriate instrument of adoption;

NOW, THEREFORE, in consideration of the premises and of the Agreement and consent
of the Trustees to act as Trustees hereunder, Grantor, for itself and its successors

and assigns, and for and on behalf of all persons who may hereafter claim or derive title to, or otherwise hold through it or its successors or assigns, any of the lots in said subdivision, or any part thereof, covenants and agrees with the Trustees, and for the benefit of the owners of said lots and each of them, subject to the terms and provisions of a certain Road Maintenance Agreement for CALLAWAY VALLEY (hereinafter called "Road Maintenance Agreement") recorded on October 6, 1977, in Book 778 page 1630 of the Office of the Recorder of Deeds for St. Charles County, Mo., as follows:

PROTECTIVE COVENANTS

1. LAND USE AND BUILDING TYPE. No lot shall be used except for permanent single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed three (3) stories in height and a private garage for not more than four (4) cars.

2. DWELLING COST, QUALITY AND SIZE. No dwelling that does not meet minimum cost, size and quality standards established by this instrument shall be erected on any lot. Homes shall contain a minimum of one thousand five hundred (1,500) square feet of living quarters. The aforesaid measurements apply to heated, finished living space and do not include garages or finished basement areas completely underground. Carports will not be allowed, either attached or detached, on any lot in CALLAWAY VALLEY. Each home must be completed twelve (12) months after construction starts.

3. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having less than three (3) acres.

4. BUILDER'S DEPOSIT. No construction is to begin on any building until the builder has made a deposit of Three Hundred Dollars (\$300.00) with the Trustees to insure a removal from the site and the adjacent lots of any and all debris and the repair of any damage to the subdivision improvements that may have developed

during construction, especially the road.

5. EASEMENTS. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat.

6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the other restrictions provided herein, such restrictions shall be in addition to this provision and shall in no way be considered a limitation of this paragraph.

7. MAINTENANCE OF PROPERTY. Lot owners are obligated to care for their property and to keep it free from unsightly accumulations of debris and other waste matter. Failure to comply with this provision shall constitute a nuisance within the meaning of this Agreement. The Trustees are hereby empowered to clean up the waste and debris. The owners of said property may be charged with reasonable expenses incurred. The Trustees or officers, agents or employees shall not be deemed guilty or liable for any trespass in any action taken pursuant to the powers herein granted.

8. SIGNS. No sign of any kind shall be displayed to public view on any lot except one sign of not more than five square feet advertising the property for sale or rent. No sign other than the entry sign, street name and traffic signs are to be displayed in the road right-of-way. This provision does not apply to Grantor's signs while property is being developed and sold by it.

9. ANIMALS. One one horse per 1-acre of fenced grass pasture will be allowed. No other animals other than a reasonable number of household pets may be kept by any lot owner. The Trustees shall have the right and authority to establish what is a reasonable number of pets.

10. TELEVISION AND RADIO AERIALS. No television or radio aerial may be erected that projects more than eight feet above the ridge line of the house without written permission from the Trustees.

11. VEHICLES AND TEMPORARY STRUCTURES. No vehicles, campers, trailers, or structures of temporary character including, without limitation, campers, mobile homes, trucks, trailers, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, nor shall the same be permitted to be stored on any lot except in an area screened by adequate landscaping or walls from all visibility from roads and adjacent lots, and must be approved by the Trustees prior to installation. No vehicle other than a passenger car, pick-up truck or van shall be permitted to be parked on private roads at any time, regularly in yards or driveways of any lots except in an area screened by adequate landscaping or walls from all visibility from roads and adjacent lots.

12. ROADS. The roads in CALLAWAY VALLEY are private and are to be privately maintained pursuant to a Roadway Maintenance Agreement. Grantor hereby establishes all roadways shown on the plat of CALLAWAY VALLEY as private roads for the use and benefit of all lot owners in CALLAWAY VALLEY, their successors, heirs and assigns. The Trustees under said Roadway Maintenance Agreement shall have the power to regulate the use of said roads.

13. ELECTRIC SERVICE. The electric distribution facilities exclusive of necessary through facilities in CALLAWAY VALLEY shall be installed by Missouri Edison Company of Missouri. Lot owners are to pay Missouri Edison Company of Missouri for any non-standard facilities or construction required for the lot owners' service facilities in accordance with Missouri Edison charges filed and approved by the Missouri Public Service Commission. The lot owner is to pay Missouri Edison Company a fee per foot for each foot of service length in excess of one hundred (100) feet or each foot beyond the designated service connection point on the building, whichever is greater, and if rock is encountered while installing the service lateral the lot owner is to pay the additional cost of going through rock at Missouri Edison per foot charge established with the Missouri Public Service

Commission. Also the lot owner is to pay Missouri Edison Company the added costs of any other non-standard facilities or construction required for the lot owners' service facilities.

14. SEWAGE DISPOSAL. All sanitation facilities, baths, sinks and land drains on each lot shall be connected to a disposal system that meets the requirements of the Missouri Clean Water Commission ordinances of St. Charles County and the subdivision Trustees. Sewage disposal must be by an approved single-family aerobic conversion system or a system of equal quality.

THE TRUSTEES

15. ORIGINAL TRUSTEES AND THEIR SUCCESSORS. Ed Holthaus, Mike Sheahan and Henry Kendall are the original Trustees. Upon the death, refusal to act or incapacity of any of them, the remaining Trustees or Trustee shall appoint a successor or successors, who shall continue the term of the original Trustee whom he succeeds.

The Trustees named above shall serve as such until fifty percent (50%) of the lots in CALLAWAY VALLEY, including additions thereto, have been sold and conveyed. At that time, one-third (1/3) of the Trustees shall be chosen by purchasers of the lots in said subdivision; when ninety-five percent (95%) of said lots shall have been sold and conveyed, two-thirds (2/3) of the Trustees shall be chosen by purchasers of lots and when all of the lots in said subdivision have been sold, all Trustees shall be chosen by purchasers of lots.

The owners of the lots in CALLAWAY VALLEY shall cause an election to be held to fill the vacancies caused by the expiration of the terms of office of the original Trustees and the newly elected Trustees shall hold their offices for staggered terms of three (3) years, the original terms of successor Trustees to be established so that the terms of such original successor Trustees shall terminate one (1) each year, so that annually thereafter lot owners shall elect one (1) Trustee to a term of three (3) years. Thereafter the Office of Trustees, on becoming vacant for any reason whatsoever, shall be filled by election of the lot owners

within the subdivision. Notice of the meeting for the holding of any such election shall be mailed first class to the last known mailing address of each lot owner at least seven (7) days prior to any such meeting. The owners of property shall be entitled to one (1) vote each, and the person or persons receiving a majority of the votes cast shall be declared elected. Voting shall be by secret ballot unless no property owner present at the meeting objects to a voice vote.

Where the provisions of this trust indenture cannot be fulfilled by reason of unfilled vacancies among the Trustees, the St. Charles County Judges may, upon the petition of any concerned property owner of the subdivision, appoint one (1) or more Trustees to fill vacancies until such time as Trustees are elected in accordance with this Agreement. Any person so appointed who is not a resident or property 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 property in the subdivision, and which assessment shall not be subject to limitations on special assessments contained herein.

16. POWER OF TRUSTEES. The Trustees have the power to prevent, in their own name as Trustees, any violation of the provisions of this Agreement, to compel the performance of any restrictions set out in the Agreement or established by law and to employ counsel. This power granted the Trustees, is discretionary and not mandatory.

17. LIABILITY OF TRUSTEES. The Trustees shall not be personally liable for any act taken by them in good faith and shall only be held accountable for their willful misconduct. Each of the Trustees and their successors duly elected or appointed hereby accepts the trusts upon condition only that each of said Trustees shall be responsible only for his own wrongful acts or willful default and not for those of the other or others. Trustees shall not be required to expend money in excess of the assessments and shall expend only such sums for maintenance and improvements as they, in their sole discretion, deem necessary.

18. TRUSTEES NOT TO BE COMPENSATED. Trustees and successor Trustees, other

than Trustees appointed by the St. Charles County Judges under Paragraph 15 hereinabove, shall not be entitled to any compensation for services performed under this Agreement.

19. COMPLIANCE WITH REGULATIONS. Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Charles County or any municipality of which the subdivision may become a part.

20. MAJORITY OF TRUSTEES TO ACT. All trusts created by this Agreement shall vest in and inure to the benefit of any, may be fully exercised by the majority of the Trustees, provided that any successor chosen or appointed to fill a vacancy as provided in this Agreement shall from and after the date of his or her acceptance of the position of Trustee be included in determining the number which will constitute a majority of the Trustees.

21. RESIGNATION OF TRUSTEES. Any Trustee may at any time resign as such Trustee by instrument in writing, signed and acknowledged by him and another Trustee and kept with the trust records of CALLAWAY VALLEY. Thereupon his successor shall be elected as herein provided.

22. TERMS. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from date. These covenants will be automatically extended for successive periods of ten (10) years unless cancelled by instrument duly recorded by a majority of the owners of the lots after the original twenty (20) year period.

23. AMENDMENTS. This Agreement may be amended from time to time by written instrument signed by the owners of two-thirds (2/3) of the lots of CALLAWAY VALLEY or by vote of two-thirds (2/3) majority of the lot owners at a meeting duly called for such purpose, provided that any such amendment shall require the written concurrence of Grantor so long as it is the owner of one or more lots in CALLAWAY VALLEY. Notice of the time, place, and date of such meeting and of the proposed amendment

shall be mailed by the Trustees by first class mail, postage prepaid, to all lot owners at their last known address at least seven (7) days prior to the date of such meeting. The owner or owners of lots shall be entitled to one (1) vote each. Voting shall be by secret ballot unless no property owner present at the meeting objects to a voice vote.

24. ASSESSMENT. In order to pay necessary expenses of the Trustees in perform- their duties hereunder, the Trustees shall each year determine the total amount required for such purposes and establish an assessment on each lot in the subdivision sufficient to provide the amount so determined to be required, provided that such assessment shall not exceed Twenty-five Dollars (\$25.00) per lot per year. The Trustees shall notify each property owner of the amount of such assessment and payment shall be due January 1st of each year in advance. If the assessment is not paid by February 1st of each year, the Trustees are empowered to file notice of assessment in the Recorder's Office of St. Charles County, Missouri. The amount of said assessment as given in said notice shall be and become from the date of such notice a lien upon and against the property described in said notice as fully and completely as if secured by a deed of trust. The assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date payment became due. The Trustees are authorized and empowered to institute suit in law or equity against any owner in default in the payment of any assessment authorized herein, so as to compel payment of the amount in default, with interest, cost of court and an additional amount of Five Hundred Dollars (\$500.00) as attorney's fees, in each and every case. The maximum assessment of Twenty-five Dollars (\$25.00) per year shall be increased to reflect the increase, if any, in the cost of living based on the United States Bureau of Labor Statistics Living Standard Index as of January 1.

The maximum assessment shall be increased or decreased by the same percentage as the increase or decrease in said Index, provided further, however, the same maximum assessment shall be at no time decreased to a sum less than Twenty-five Dollars (\$25.00)

per lot per year. If said Index shall no longer be published then another index generally recognized as authoritative shall be substituted by the Trustees.

25. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein either to restrain violations or to recover damages. Proceedings shall be instituted by the Trustees or lot owners, legal fees, cost and expenses incurred in the enforcement of this Agreement against such violating lot owners.

26. SUCCESSORS. This Agreement shall be binding upon the Grantor, its successors and assigns, as owners of lots in CALLAWAY VALLEY.

27. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

28. BUILDING LOCATION. The building line on all lots in CALLAWAY VALLEY shall be no less than one hundred (100) feet from the center line of the traveled roadway except on lots that have woods nearer than one hundred (100) feet from the center line of the traveled roadway, in which case the building line shall be seventy-five (75) feet from the center line of the traveled roadway. No dwelling shall be located on any lot nearer than fifty (50) feet to the rear lot line. A minimum side yard of twenty (20) feet must be maintained. For the purpose of the covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. On corner lots the Trustees must approve the location of the building prior to starting construction.

29. DRIVEWAYS. All driveways to homes must be blacktop or concrete for a distance of at least thirty (30) feet from the road. This is necessary to keep the gravel off the main roads.

30. PARKING. Parking will not be permitted at any time on any of the roads in CALLAWAY VALLEY.

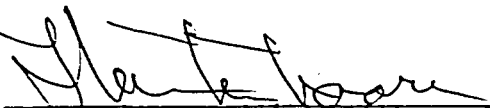
31. VARIANCE. The Trustees may grant a variation from these regulations when their strict application would result in extreme practical difficulties and undue hardships by reason of the unusual shape of a specific parcel of property or exceptional topographic conditions. In granting any variance or modification, the Trustees may prescribe such conditions as will secure the objectives of these regulations.

No variance shall be granted unless the Trustees find that no detriment will be caused to the public welfare and no damage will be caused to other property in the area in which the property for which the variance is requested is situated, and that the variance will not substantially impair the intent and purpose of these restrictions. Unanimous approval of the Trustees in writing is necessary for a variance to be granted.

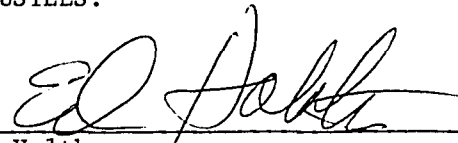
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed by its duly authorized officers and the Trustees have joined in execution of the same to evidence their acceptance of the trusts hereby created.

GRANTOR:


OAK LAKE PROPERTIES, A PARTNERSHIP


Thomas M. Moore, Managing Partner

TRUSTEES:


Ed Holthaus


Mike Sheahan


Henry Kendall

STATE OF MISSOURI)
) SS.
COUNTY OF ST. CHARLES)

BOOK 978 PAGE 227

On this 1st day of August, 1983, personally appeared before me

Ed Holthaus and Mike Sheahan,

who, being by me duly sworn, did state that they executed the foregoing Agreement
as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial
seal the day and year last above written.



Rosalie Sutherlin
Notary Public

ROSALIE SUTHERLIN
NOTARY PUBLIC—STATE OF MISSOURI
MY COMMISSION EXPIRES MARCH 4, 1984
ST. LOUIS COUNTY

726

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

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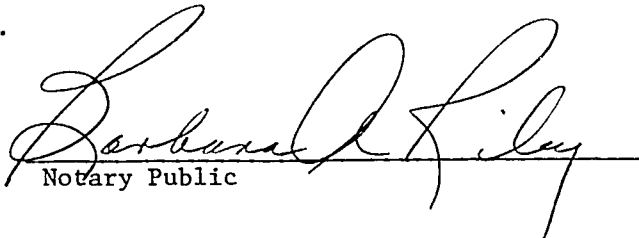
Arthur J. [Signature]
RECORDER OF DEEDS

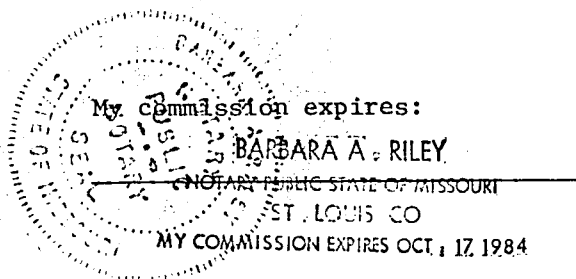
STATE OF MISSOURI)
) SS.
COUNTY OF)

BOOK 978 PAGE 228

On this 27th day of July, 1983, personally
appeared before me Henry Kendall, who, being by me duly sworn, did state that he
executed the foregoing Agreement as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial
seal the day and year last above written.

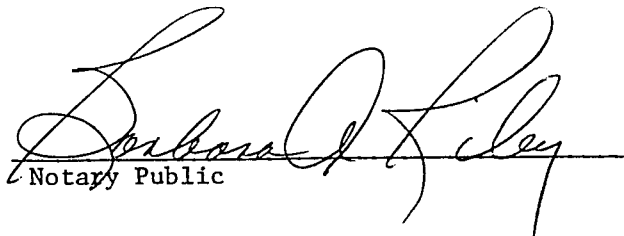

Notary Public

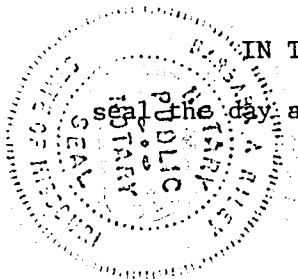


STATE OF MISSOURI)
) SS.
COUNTY OF)

On this 27th day of July, 1983, personally
appeared before me Thomas M. Moore, who, being duly sworn, did say that he is the
Managing Partner of Oak Lake Properties, A Partnership in the State of Missouri,
and the said instrument was signed in behalf of said Partnership, and said Thomas
M. Moore acknowledged said instrument to be the free act and deed of said Partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial
seal the day and year last above written.


Notary Public



My commission expires:
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS CO
MY COMMISSION EXPIRES OCT. 17 1984

Beginning at a point on the Southern line of "Callaway Valley", a subdivision according to the plat thereof recorded in Plat Book 20, Page- 55 & 56 in the St. Charles County Records Office, at the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 12; thence along the Northern line of Section 12, North 89 degrees 07 minutes 00 seconds East, 307.47 feet to the Southeast corner of "Callaway Valley", thence along the Eastern line of said subdivision and along the centerline of a 50 foot wide road easement established by deed recorded in Book 778, Page 1671 in the St. Charles County Records Office, the following bearings and distances: North 20 degrees 54 minutes 36 seconds East, 188.94 feet; North 11 degrees 49 minutes 54 seconds East, 98.40 feet; North 2 degrees 56 minutes 30 seconds East, 102.24 feet and North 4 degrees 59 minutes 11 seconds East, 100.00 feet to the point of beginning of the herein described tract of land; thence continuing along the last mentioned line, along the Eastern line of property conveyed to Dr. Thomas H. Boldt by deed recorded in Book 905, Page 23 in the St. Charles County Records Office and along the centerline of a 50 foot wide road easement established by deed recorded in Book 778, Page 1665 in the St. Charles County Records Office, the following bearings and distances: North 8 degrees 23 minutes 37 seconds East, 100.00 feet; North 11 degrees 34 minutes 51 seconds East, 317.26 feet to a point of curve, thence Northwestwardly along a curve to the left having a radius of 300.00 feet an arc distance of 384.41 feet (the chord of which bears North 25 degrees 07 minutes 39 seconds West, 358.65 feet) to a point of tangency; thence North 61 degrees 50 minutes 09 seconds West, 249.70 feet; North 77 degrees 36 minutes 21 seconds East, 96.77 feet; North 20 degrees 45 minutes 24 seconds East, 218.37 feet; North 26 degrees 32 minutes 12 seconds East, 192.40 feet; North 28 degrees 11 minutes 48 seconds East, 178.79 feet; North 21 degrees 14 minutes 42 seconds East, 204.83 feet; North 47 degrees 42 minutes 51 seconds East, 169.77 feet; North 68 degrees 24 minutes 06 seconds East, 216.54 feet and South 74 degrees 24 minutes 27 seconds East, 204.46 feet to a point; thence leaving said line and running the following bearings and distances: South 3 degrees 28 minutes 53 seconds West, 318.71 feet; South 36 degrees 45 minutes 08 seconds East, 451.02 feet and South 73 degrees 44 minutes 51 seconds East, 1230.00 feet to a point on Western line of property conveyed to Callaway Fork Lake Partnership by deed recorded in Book 905, Page 42 in the St. Charles County Records Office; thence along said Western line the following bearings and distances: South 6 degrees 59 minutes 31 seconds West, 130.00 feet; South 60 degrees 05 minutes 18 seconds West, 155.23 feet; South 29 degrees 11 minutes 54 seconds West, 220.89 feet; South 2 degrees 53 minutes 32 seconds West, 160.07 feet; South 35 degrees 44 minutes 30 seconds West, 117.19 feet; South 46 degrees 24 minutes 38 seconds West, 223.19 feet; South 63 degrees 11 minutes 30 seconds West, 154.15 feet; South 31 degrees 45 minutes 15 seconds West, 197.72 feet and South 0 degrees 06 minutes 35 seconds East, 203.78 feet to a point on the Northern line of property conveyed to Millikan Land and Cattle Corporation by deed recorded in Book 906, Page 1440 in the St. Charles County Records Office; thence along said Northern line the following bearings and distances: North 50 degrees 23 minutes 46 seconds West, 174.23 feet; North 73 degrees 18 minutes 31 seconds West, 162.10 feet; North 78 degrees 42 minutes 31 seconds West, 120.16 feet; North 62 degrees 20 minutes 04 seconds West, 363.51 feet; North 42 degrees 59 minutes 10 seconds West, 181.11 feet; South 81 degrees 58 minutes 44 seconds West, 219.57 feet; and North 72 degrees 35 minutes 02 seconds West, 282.86 feet to the point of beginning and containing 61.675 acres.

And the above legal description consists of Lots 25 through 43 of Callaway Valley Plat 2.

END OF DOCUMENT

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BOOK 1080 PAGE 839

AMENDMENT TO THE CALLAWAY VALLEY RESTRICTION AGREEMENT

By a favorable vote of 100% of the Owners of Callaway Valley, the following amendment is hereby made to the Callaway Valley Restriction Agreement, as recorded in Book 978 Pages 217 thru 229:

All Satellite dishes installed in Callaway Valley must be one of the following colors: black, dark green, or dark brown. The color must be approved by the Trustees prior to installation. The makeup of the dish itself must be mesh design, not solid, and this must be approved by the Trustees. All owners in Callaway Valley, desiring to install a satellite dish, shall present to the Trustees a plat showing the location of the dish on their property. They must also put a stake in the ground, for the desired location, so the trustees can inspect the location.

The Trustees shall have the authority to determine the location of the satellite dish. It is understood that trees cannot be in the path of the satellite signal and it is the desire of the Trustees to locate the dish in an area that keeps the satellite dish most restricted from the view of the road and adjoining neighbors.

Approved this 18th day of April, 1986.

Ed Holthaus
Ed Holthaus, Trustee

Henry C. Kendall
Henry C. Kendall, Trustee

Tammy Deuser
Tammy Deuser, Trustee

11544

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

1985 APR 29 PM 12:28

William H. Tye
RECORDER OF DEEDS

STATE OF MISSOURI
COUNTY OF ST. LOUIS

) SS

BOOK 1080 PAGE 840

On this 21st day of April, 1986, before me personally
appeared Tammy Deuser
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 hereunto
set my hand and affixed my official seal in the County and State aforesaid,
the day and year first above written.

My term expires: 3/4/88

Rosalie Sutherland
NOTARY PUBLIC Rosalie Sutherland

STATE OF MISSOURI
COUNTY OF ST. LOUIS

) SS

ROSALIE SUTHERLIN
NOTARY PUBLIC - STATE OF MISSOURI
MY COMMISSION EXPIRES MARCH 4, 1988
ST. LOUIS COUNTY

On this 21st day of April, 1986, before me personally
appeared Ed Holthaus
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 hereunto
set my hand and affixed my official seal in the County and State aforesaid,
the day and year first above written.

My term expires: 3/4/88

Rosalie Sutherland
NOTARY PUBLIC Rosalie Sutherland

ROSALIE SUTHERLIN
NOTARY PUBLIC - STATE OF MISSOURI
MY COMMISSION EXPIRES MARCH 4, 1988
ST. LOUIS COUNTY

STATE OF MISSOURI
COUNTY OF ST. LOUIS

) SS

On this 21st day of April, 1986, before me personally
appeared Henry C. Kendall
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 hereunto
set my hand and affixed my official seal in the County and State aforesaid,
the day and year first above written.

My term expires: 10/17/88

Barbara A. Riley
NOTARY PUBLIC

BARBARA A. RILEY
NOTARY PUBLIC - STATE OF MISSOURI
MY COMMISSION EXPIRES MARCH 4, 1988
ST. LOUIS COUNTY

END OF DOCUMENT

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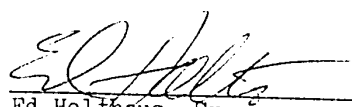
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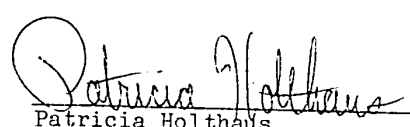
AMENDMENT TO THE CALLAWAY VALLEY RESTRICTION AGREEMENT

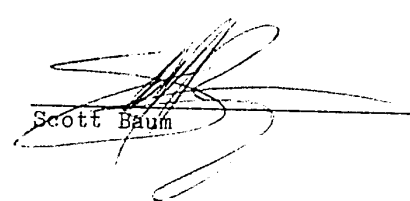
By a favorable vote of 75% of the Owners of Callaway Valley voting, the following Amendment is hereby made to the Callaway Valley Restriction Agreement, as recorded in Book 978 Pages 217 thru 229:

ALL TERRAIN VEHICLES. 3-wheel and 4-wheel all terrain vehicles are hereby banned from the roads and all private property in Callaway Valley subdivision. For any violation to this ban, there will be a fine of \$25 per occurrence, with a maximum of \$25 per day, charged to the family that owns the vehicle or to the family of the driver of the vehicle, whichever is a resident of Callaway Valley. Anyone allowing a guest to bring their vehicle to Callaway Valley and to drive it on the roads in Callaway Valley, shall sustain the same fine. This ban is being implemented to protect the residents of Callaway Valley.

APPROVED this 14th day of March, 1990.


Ed Holthaus, Sr. Trustee


Patricia Holthaus Trustee


Scott Baum Trustee

STATE OF ALABAMA
COUNTY OF CHAMBERLAIN
FILED FOR RECORD
MARCH 15 1990
J. R. BAUM

Form #302

ACKNOWLEDGMENT—One or More Persons.

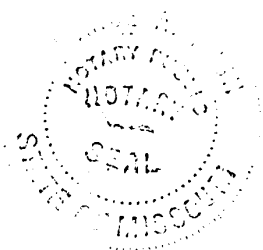
State of Missouri, }
County of St. Charles ss. On this 27th day of March, 1990,
before me personally appeared Ed Holthaus, Sr., Patricia Holthaus and Scott Baum

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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.

Marge A. Pugh
My term expires _____ Notary Public.

MARGE A. PUGH
NOTARY PUBLIC—STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES OCT. 25, 1991



END OF DOCUMENT

11601