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**AMENDED AND RESTATED INDENTURE OF TRUST AND RESTRICTIONS
FOR AUBURN LAKE ESTATES SUBDIVISION
LINCOLN COUNTY, MISSOURI**

THIS AMENDED AND RESTATED INDENTURE OF TRUST AND RESTRICTIONS FOR AUBURN LAKE ESTATES (the "Indenture"), made and entered into this ____ day of _____, 20__, by and between **FOREST RIDGE, LLC**, a Missouri limited liability company ("FIRST PARTY"), **AUBURN LAKE ESTATES SUBDIVISION**, a Missouri Nonprofit Corporation ("ASSOCIATION"), and **CONFLUENCE RIVERS UTILITY OPERATING COMPANY, INC.**, a Missouri corporation, and the current owners listed on Exhibit "D" ("CURRENT LOT OWNERS").

WHEREAS, First Party is the developer 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 such Property is set forth in the recorded plat of **AUBURN LAKE ESTATES PLAT 1**, recorded in Plat Book 14, Page 291 of the Lincoln County, Missouri Recorder of Deeds Office, as re-platted by the **REVISED AUBURN LAKE ESTATES PLAT 1**, recorded in Plat Book 14, Page 311 of the Lincoln County, Missouri Recorder of Deeds Office (hereinafter referred to as "PLAT 1"); and

WHEREAS, **PLAT 1** is part of a named subdivision which is identified at "**AUBURN LAKE ESTATES**"; and

WHEREAS, First Party owns lots in **PLAT 1** and there are other parties who are the current owners of certain lots in **PLAT 1**, all of which compromise the full ownership of the lots set forth in **PLAT 1**; and

WHEREAS, First Party owns real estate which is part of the parent tract of ground, described in Exhibit B attached hereto and incorporated herein by reference.

from which PLAT 1 was established which First Party may be added to the AUBURN LAKE ESTATES subdivision, by the recording of additional numbered plats denoted as "AUBURN LAKE ESTATES PLAT ____" which shall be added to the subdivision known as AUBURN LAKE ESTATES;

WHEREAS, FIRST PARTY seeks to add to AUBURN LAKE ESTATES a parcel of real estate with a legal description as is set forth in Exhibit C which is attached hereto and is incorporated herein by reference, and FIRST PARTY has recorded a plat designated as AUBURN LAKE ESTATES PLAT 2 in Plat Book 14, Page 319 of the Lincoln County, Missouri Recorder of Deeds Office (hereinafter referred to as "PLAT 2");

WHEREAS, Indentures and Restrictions for Auburn Lake Estates have been filed in the Office of the Recorder of Deeds of Lincoln County, Missouri at Book 2409, Page 433, Book 2420, Page 468, and Book 2424, Page 425 with the intention of having such Indentures and Restrictions become binding upon PLAT 1 and PLAT 2 as well as future plats which may be added by FIRST PARTY; and

WHEREAS, FIRST PARTY and the CURRENT LOT OWNERS deem it necessary to amend and restate the **INDENTURE OF TRUST AND RESTRICTIONS FOR AUBURN LAKE ESTATES** and their amendments in their entirety as are more fully described herein;

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the parties hereto each to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto **COVENANT** and **AGREE** to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, together with their heirs, successors or assigns, any of the lots and 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 meaning:

1. "**Association**" shall mean the Auburn Lake Estates Subdivision, a Missouri Nonprofit Corporation, Charter No. N000708906, which shall be operated and controlled by the Trustees as provided in the Association's By-laws.
2. "**Common Ground**" or "**Common Land**" or "**Common Property**" or the plural of any thereof) shall mean and refer to all real property and the improvements thereon which are not owned by Forest Ridge, LLC and which are dedicated to the Association. And all easements, licenses and other rights held by the Association/trustees for the common use and enjoyment of all Owners, including, without limitation, mailboxes, parks, open spaces, cul-de-sac islands, recreational

facilities, lake, streets (not dedicated to public bodies or agencies), walkways, storm water (including detention basins), sanitary sewers and drainage facilities, subdivision entrance ways, gates, and monuments, and other such areas and facilities as may be shown on the record plat(s) of the Subdivision which are recorded with the Lincoln County, Missouri Recorder of Deeds Office. Nothing hereinabove contained shall be deemed a representation that any of the enumerated facilities are or will be included in the Subdivision or that any such facilities will be constructed upon common ground.

3. **"County"** shall mean and refer to the County of Lincoln, Missouri, a political subdivision of the State of Missouri.
4. **"Consumer Price Index"** shall mean and refer to the Consumer Price Index For All Urban Consumers, All Items, St. Louis, Missouri (1993-95=100) published by the Bureau of Labor Statistics, United States Department of Labor.
5. **"Developer"** shall mean Forest Ridge, LLC, a Missouri Limited Liability Company which created the Subdivision, and any successor or assign of Forest Ridge, LLC who is conveyed the rights of the Developer, so long as the successor or assign purchases vacant lots or parcels of land which are or were part of the original parent tract described in Exhibit B for the purpose of building residences for sale to third persons at retail.
6. **"Forest Ridge, LLC"** shall mean the Missouri Limited Liability Company which is the original developer of Auburn Lake Estates and is also known as the "First Party".
7. **"First Party"** shall mean and refer to Forest Ridge, LLC, a Missouri Limited Liability Company.
8. **"Indenture"** shall mean and refer to this Amended and Restated Indenture of Trust and Restrictions for the Subdivision, as from time-to-time which may be amended.
9. **"Lot"** shall mean and refer to any plot of land, with the exception of Common Ground shown on the record subdivision plats of the Subdivision, inclusive of all Phases of the Subdivision, as of the recorded plats in the Lincoln County Records.
10. **"Owner"** shall mean and refer to the record owner of the fee simple title to a Lot in the Subdivision, whether such Owner is one or more persons or entities. First Party and/or Developer shall not be considered an Owner of a Lot.
11. **"Subdivision"** shall mean and refer to Auburn Lake Estates, which shall be comprised of PLAT 1, PLAT 2 and any additional plats added to the Subdivision which shall be recorded by FIRST PARTY or the Developer, or its successor in interest.

12. "Trustees" shall mean and refer to those persons designated in this Indenture and any successors pursuant to this Indenture as appointed or elected in accordance with the provisions of Article IV hereof.

ARTICLE II: ADDITIONS OF PLATS TO COMPRISE AUBURN LAKE ESTATES SUBDIVISION

1. First Party has filed for record PLAT 1 of Auburn Lake Estates, which is the initial phase/plat of Auburn Lake Estates. It is intended that the Subdivision will consist of several phases which shall be platted from the parent tract of real estate which is set forth in Exhibit B by First Party. Each additional phase shall be platted and titled "AUBURN LAKE ESTATES PLAT ____" which shall be numbered with successive numbers following PLAT 1, and each plat shall be subdivided so that individual numbered lots are made which are connected with the other plats in the Subdivision. Any platted addition shall be a part of the Subdivision and shall receive the benefits and burdens of being included in the Subdivision, including the imposition of this Indenture, and any amendment thereto, upon the successive plat. Any plats, and the lots set forth on the plats, shall be subject to this Indenture, and any amendment thereto upon recording of the plat, in accordance with the requirements set forth herein, with the Lincoln County, Missouri Recorder of Deeds Office. It is intended that upon the platting of a portion of Exhibit B such platted portion shall be deemed removed from Exhibit B as it shall be incorporated as a part of the Subdivision.
2. Until the proper platting of additional lots, as is provided in this Article, the remaining real estate in the parent tract set forth in Exhibit B, which has not been platted shall not be a part of the Subdivision and shall not be subject to these Indentures. The owner of the unplatted real estate set forth in Exhibit B shall have an easement for ingress and egress as well as for utility purposes upon the platted roads set forth on the Subdivision Plats.
3. First Party has filed for record, in Plat Book 14, Page 319 of the Lincoln County, Missouri Recorder of Deeds Office, a plat entitled "AUBURN LAKE ESTATES PLAT 2" which shall be referred to in this Indenture as PLAT 2. PLAT 2 consists of Lots 87 thru 104. PLAT 2 is hereby incorporated into the Subdivision and shall be a part of the Subdivision. PLAT 2 and its lots shall be subject to this Indenture as may amended from time to time.

ARTICLE III: RESERVATION OF EXPENDITURES

Until all Lots in the Subdivision are sold, First Party reserves the right to receive and retain from any assessments, any money or consideration which may be collected, refunded, or allowed on account of any previously expended or subsequently provided for sewers, water pipes, conduits, poles, wires, roads, streets, recording fees,

subdivision fees, consultation fees, or fees, charges and expenses paid for by the First Party with respect to the Subdivision.

ARTICLE IV: DESIGNATION AND SELECTION OF TRUSTEES AND MEETING OF LOT OWNERS

1. Original Trustees & Creation of Auburn Lake Estate Subdivision Nonprofit Corporation. First Party hereby appoints **Gerard Pieper, Rosemary Pieper, and Tim Prade**, as the original Trustees of the Subdivision who shall serve until resignation, replacement by First Party or until First Party sells seventy-five percent (75%) of the Lots in the Subdivision as well as all of the real estate described in Exhibit B. Should an original Trustee or a successor Trustee appointed by First Party resign other than as required by section 2 of this Article IV, refuse to act, become disabled or die, First Party 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. Further, AUBURN LAKE ESTATES SUBDIVISION, a Missouri Nonprofit Corporation is hereby created and the Trustees shall serve as its officers/directors. The Trustees shall operate and control the Association as its officers and for all intents and purposes any property ownership and authorities conferred on the Trustees is conferred upon the Association.
2. Election of Trustees. Within ninety (90) days after First Party has sold seventy five percent (75%) of the Lots in the Subdivision as well as all of the real estate described in Exhibit B, the Original Trustees shall be replaced by successors appointed by First Party who shall serve until the next annual Subdivision meeting where the Lot Owners of the Subdivision shall elect the successor Trustees pursuant to this Indenture. At the first annual meeting of the Subdivision where the successor Trustees are to be elected, the Lot Owners shall elect three Trustees which shall serve the following terms: one (1) Trustee shall be elected to serve for one (1) year ("Trustee A") and one (1) Trustee shall be elected to serve for two (2) years ("Trustee B") and one (1) Trustee shall be elected to serve for three (3) years ("Trustee C") from the date of the election. At the end of each Trustee's term, there shall be an election to select the Trustee to serve for the next term. After the initial successor Trustee election, at the end of their respective terms, all Trustees shall be elected for terms of three (3) years.
3. Trustees and the Association: The Trustees shall operate and serve as the officers of the Association and the powers and authorities granted in these Indentures shall supplement the powers and authorities of the officers set forth in the By-laws of the Association.
4. Manners of Conducting Elections; Meetings of Owners.
 - a. The first Saturday in April after First Party has sold seventy five percent (75%) of the Lots in the Subdivision as well as all of the real estate described in Exhibit B, the Trustees shall have the first annual meeting of

the Lot Owners of the Subdivision for the purpose of electing the successor Trustees. Each year thereafter on the first Saturday of April there shall be an annual Subdivision meeting.

- b. All annual or special meetings and elections by the Owners shall be preceded by notice signed by at least one (1) of the Trustees then in office, or should there be no Trustees, then by at least three (3) Lot Owners, sent by mail to or personally served upon all Owners at least fifteen (15) days before the date fixed for the meeting to be held for the purpose of electing Trustees. The notice shall specify the time and place of the meeting, which shall be in Lincoln County, Missouri, and the anticipated topics to be discussed at such meeting. At such meeting or at any adjournment thereof, the majority of the Lot Owners attending the meeting in person or by written proxy, shall have the power to vote on any matter addressed at such meeting, as well as having the power to elect Trustee A and/or Trustee B and/or Trustee C, when required, who shall thereupon serve until, resignation, death, or replacement by his or her successor Trustee who shall have been duly appointed or elected and qualified. At such meeting, each Lot Owner, whether attending in person or by written proxy shall be entitled to one (1) vote. When a Lot Owner constitutes more than one person or entity, there shall only be one person who may cast the vote for the Lot. In no case shall more than one (1) vote be cast with respect to any Lot in the Subdivision.
- c. At the Subdivision's annual meeting the Trustees shall elect among themselves a Chairman, Secretary, and a Treasurer.
- d. The result of any election of Trustees shall be certified by the persons elected as Chairman and Secretary at the meeting and their certification shall be acknowledged and recorded in the Lincoln County Records.
- e. Any business relevant or pertinent to the affairs of the Subdivision may be transacted at any meeting of Owners called in conformity with the above-described procedure. Twenty-five percent (25%) of the Owners shall constitute a quorum for the purpose of conducting any other business coming before a meeting.

- 5. Qualification of Trustees. With the exception of any Trustee elected under the provisions of this Article shall be an Owner in the Subdivision or an officer or agent of a corporate or company Owner. If such Owner sells the Lot or resigns, refuses to act, becomes disabled or dies, the remaining Trustees shall appoint a replacement Trustee to act as the successor for the unexpired portion of the term of the Trustee unable to act. Where the provisions of this instrument cannot be fulfilled by reason of unfilled vacancies among the Trustees, the Lincoln County Commission may, upon written petition of any Lot 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. An individual appointed by the Lincoln County Commission shall not have the requirement to be a Lot Owner. Any person so appointed by the Lincoln County Commission, who is not a Lot Owner within the Subdivision, shall be allowed a reasonable fee for his or her services pursuant to the order of appointment, and such fee shall be levied as a

special assessment against all of the Lots in the Subdivision and such fee shall not be subject to any limitations on special assessments contained in this Indenture or elsewhere.

ARTICLE V: TRUSTEES' DUTIES AND POWERS

The Trustees shall have the rights, powers and authorities described throughout this Indenture and the following rights, powers and authorities:

1. Acquisition, Disposition, Etc. of Common Property. To acquire, receive, hold, convey, dispose of and administer any Common Property on behalf of the Association in accordance with and pursuant to the provisions of this Indenture, and to otherwise deal with the Common Property as hereinafter set forth.
2. Assistance to First Party or Developer: To cooperate with First Party in its development of the Subdivision, including but not limited to adding additional plats into the Subdivision, and facilitate any Development of the Subdivision. The Trustees have the authority to and shall assist First Party and any Developer with such development, during the period in which First Party owns any Lot and until First Party sells all of the real estate set forth in Exhibit B, as First Party:
 - a. Retains the right to amend this Indenture in whole or in Part;
 - b. Shall have the right, in its discretion, to adjust and reconfigure the Common Property and any lots owned by First Party or a successor Developer, and to grant easements on any Common Property and convey and exchange portions thereof from time-to-time with Owners of adjoining Lots of parcels of land.
3. Control of Common Property. To exercise such control over the easements, streets and roads, mailboxes, sidewalks (except for those easements, streets and roads 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 defined herein) owned by the Association, as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, street and roads, ect., 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 service to the lots, and the right to establish traffic rules and regulations for the usage of driveways, streets and parking lots in the subdivision.
4. Maintenance of Common Property. To exercise control over the Association's property, Common Property, and easements (including, but not limited to, the detention easements shown on the plat(s) of the Subdivision, if any) for the exclusive use and benefit of the Lot Owners of the Subdivision, and to pay real

estate taxes and assessments on said Common Property out of the general assessment hereinafter authorized: to maintain and improve the Common Property with shrubbery, vegetation, decoration, building, 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, all in conformity with applicable laws; 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 Lot Owners and residents in the Subdivision and according to the discretion of the Trustees.

5. 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 entity.
6. Easements. To grant easements for public streets and access, sewers, water, utilities and cable television on and over the Common Property and Association owned property. Notwithstanding anything contained in this Indenture to the contrary, if required in connection with First Party's, Developer's or their successors' or assigns' development of property to be platted and added to the Subdivision, the Trustees and the association shall grant First Party, for itself and for any applicable public authorities and utilities, and their respective successors and assigns, the perpetual right and easement to enter the Common Ground at any time and from time-to-time to erect, install, maintain, repair, rebuild and operate water, sewer, 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 section shall not be amended, modified or deleted without the prior written consent of the First Party.
7. Enforcement. To prevent, as Trustees of an express trust, any infringement and to compel the performance of any restriction contained in this Indenture or established by law and any rules and regulations enacted by the Trustees. This provision is intended to be cumulative and shall not to restrict the right of any Owner to proceed in his own behalf. The power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.
8. 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 Lot in the Subdivision, and to charge the Lot Owners thereof with the reasonable expenses so incurred. First Party shall be exempted from any such charge or expense. 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.

9. Plans and Specifications. As more specifically provided this Indenture, to consider, approve or reject any and all plans and specifications for any and all building or structures and 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 Trustees 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, nor shall such a decision be considered a reversal of any past request for similar approval.
10. Deposits. To require from a Lot Owner a reasonable deposit in connection with the proposed erection of any building or structure, fence, swimming pool, tennis courts, or other structure in the Subdivision approved in accordance with this Indenture, in order to provide that upon completion of the project, all debris shall be removed from the Subdivision and from adjacent lots and parcels, and that any and all damages to Subdivision improvements shall be repaired. First Party shall be exempted from any such deposit, charge or expense.
11. Insurance. To purchase and maintain in force such insurance of any type as they may deem appropriate, including, but not limited to, property insurance and liability insurance protecting the Trustees and the owners from claims for personal injuries and property damage arising from use of the Common Property and facilities.
12. Employment. In exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provisions of this Indenture, to from time-to-time enter contracts, employ agents, servants and labor as they may deem necessary or advisable or advisable, and to defend suits brought against them individually or collectively in their capacity as Trustees.
13. 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 agency for such acquisition and to execute all 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.
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 a Lot Owner.

15. Operation of Association. To operate and control the Association and handle the day-to-day business of the Association, and operate, maintain and control all Common Ground of the Subdivision, and collect assessments.

ARTICLE VI: ARCHITECTURAL AND ENVIRONMENTAL CONTROL

1. Architectural Approval. From and after such time as a lot becomes subject to assessment as provided in Article VII of this Indenture, no building, fence, wall, driveway, deck, patio, patio enclosure, screened porch or other structure, swimming pool, tennis courts or improvement shall be commenced, erected or maintained on such lot, nor shall any exterior addition to, remove of all or any part thereof, or exterior change or alteration (structure or nonstructural) in any improvement on such lot be made, 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:
- a. the plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location and configuration of the same, as well as all structures on the Lot with all water and sewer connections and the storm water drainage plan for the Lot which shall have be submitted in writing to and approved in writing by the trustees; and
 - b. all permits required by the county or any other governmental authority having jurisdiction over the project, if any, have been received.

In the event the Trustees fail to approve or disapprove any design, materials, colors or location within thirty (30) days after all required plans and specifications have been submitted to it (and fees, if required, have been paid), or such longer period as the Trustees may indicate in writing is reasonably necessary to complete its review and analysis of such materials, approval will not be required and this provision will be deemed to have been fully complied with. The Trustees are authorized where they deem appropriate to charge a review fee for any submission to defray the costs of reviews it conducts or authorizes. All plans, specifications, and requests hereunder shall be submitted to the Trustees in writing, and shall be deemed submitted when personally delivered to the Trustees at the address from time-to-time designated for such purposes, or when received by the Trustees if sent to the Trustees 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 including, without limitation, the Restrictions set forth in Article IX herein, the following restrictions shall apply to all Lots within the Subdivision:
- a. No fence, hedge or mass planting 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 Trustees and appropriate governmental authorities.
 - b. No lot Owner shall change the appearance of any improvements within or upon the Common Ground without the prior written approval of the Trustees.

- c. No addition, alteration or improvement to the lots or Common Ground shall, without the prior written 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.
- d. No separate detached building, storage sheds, barns or other structures are to be placed on any Lot within the Subdivision, without the prior written approval of the Trustees.
- e. 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 written approval from the Trustees.
- f. The color of any structure, building, or improvement must be approved by the Trustees and must conform to the general colors of the buildings in the Subdivision.

ARTICLE VII: WATER, SEWERS AND DRAINAGE FACILITIES

1. Trustees' Responsibility. The Association and the Trustees shall be responsible for the operation, maintenance, repair and replacement of the private water, private sanitary and storm sewers owned by or controlled by the Association or by First Party, if any, all detention basins, and any other sanitary or storm sewers or drainage facilities located on and servicing the Common Property in the Subdivision, to the extent such sewers, basins, or facilities are not dedicated to public bodies or agencies or the private water or private sanitary sewer systems are conveyed to a party other than the First Party. The Trustees shall make a monthly assessment for the maintenance and operation of the private water and private sanitary sewers against each of the Lots in the Subdivision. First Party shall be exempted from any such assessment, charge or expense for any Lot owned by First Party.
2. Owners' Responsibility. Each Owner shall be responsible for the maintenance, repair and replacement of the lateral sewage line or lines servicing such Owner's Lot. Each Owner shall be responsible for the maintenance, repair and replacement of the lateral water line or lines servicing such Owner's Lot. Each Owner shall not modify or alter any storm sewer or storm water detention area of the Subdivision. No Lot Owner shall alter or modify, or place any buildings, structures or improvements under, over, and upon any storm water easement area located on a Lot. Each Owner shall be responsible for the payment of monthly charges for water and sanitary sewer service to the Owner's Lot.

ARTICLE VIII: ASSESSMENTS

1. General. By virtue of ownership of a Lot, each Lot Owner hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay:
 - a. annual assessments or charges; and

- b. any assessment set forth under this Indenture; and
- c. special assessments, such assessments to be fixed, established and collected from time-to-time as hereinafter provided.

The assessments chargeable against a Lot, together with such interest thereon and cost of collection thereof shall be a charge on the Lot and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof, including reasonable attorney's fees and costs, shall also be the personal obligation of the Lot Owner of such 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 Lot Owners and residents in the Subdivision including: (i) preserving the Subdivision, (ii) performing the services and carrying out the functions herein authorized including all duties of the Trustees, (iii) acquiring, improving, maintaining and operating the Common Property, the Association's property, and all facilities thereon and the easements established herein or on the plat(s) of the Subdivision including, but not limited to, the payment of taxes and insurance thereon, the cost of labor, equipment and materials used in the repair, maintenance and replacement thereof, (iv) the cost of management and supervision of the Common Property and the Association, and (v) such other needs as may arise for the Subdivision.
3. Annual Assessments. Until increased as herein authorized, the maximum annual assessment shall be THREE HUNDRED DOLLARS (\$300.00) per Lot; provided, however, that Trustees may increase such assessment for any assessment year by an amount which is equal to the increase in the Consumer Price Index as indicated by the last available index published prior to the assessment year over the corresponding last available Index published prior to commencement of the first assessment of the first assessment year hereunder. If such Index be discontinued, the Trustees shall utilize a successor index, determined by the Trustees in their sole judgment, to be most similar to the discontinued Index.

The Trustees may, after consideration of current maintenance cost and future cost and needs, fix the actual assessment for any year at a lesser amount. The Trustees may change the basis and maximum of assessment provided for herein upon the approval of a majority of the Trustees and the assent of a majority of the Owners voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Each annual assessment shall be levied prior to or during the year for which it is levied, with reminder notice thereof being given by first class mail addressed to the last known or usual post office address of each Owner and deposited in the United States mail with postage prepaid, or by posting of a notice of the assessment upon the Lot against which it applies. Each annual assessment shall be

due on April 1st. of each year regardless of whether a reminder notice was mailed, and become delinquent if not paid within thirty (30) days following such due date.

4. Water, Sewage and Storm water Facilities. In addition to the foregoing, the Trustees are authorized to make separate monthly or annual assessments upon and against each Lot for the purpose of maintaining or repairing storm water storage, disposal or sewer facilities located within the Subdivision; PROVIDED, HOWEVER, the separate power granted to the Trustees by this Section shall expire with the calendar year following the acceptance of any such water, sanitary sewer, and/or storm water facilities for public maintenance or take over by any other owner other than First Party or the Association. Any assessment made under authority granted in this Section shall be assessed and collected in the same manner as any assessments set forth above, and the Trustees shall have the same powers of collection and lien rights against the Lots and the Lot Owners as provided in this Indenture.
5. Special Assessments. If at any time the Trustees consider it necessary to make any expenditure requiring an assessment additional assessment, they shall submit a written outline of the contemplated project and the amount of the assessment required to the then lot Owners. If such assessment is approved either at a meeting of the Owners called by the Trustees, by a majority of the votes cast in person and by proxy, or on written consent of a majority of the total votes entitled to vote thereon, the Trustees shall notify all Owners of the additional assessment; PROVIDED, HOWEVER, that in determining such required majority, only those Owners who have paid all prior assessments (i.e. owe no money to the Association) shall be entitled to vote. The limit of the annual assessments for general purpose set forth above shall not apply to any assessment made under the provisions of this section. Notice of any special assessment hereunder shall be given in the same manner as notices of annual assessments are given, with such assessment becoming delinquent thirty (30) days after the date of such notice.
6. Mailbox and Utilities-tap-on-fee. In addition to any other fees or assessments set forth herein, all lot Owners shall be assessed a one-time mailbox fee of \$_____ per lot payable to First Party. The mailbox fee shall be due on the date the affected lot Owner closes on the lot.
7. Prorations. Should a Lot become subject to assessment after January 1 in any year, and should an annual or special assessment have been levied for that year, then such assessment shall be adjusted so that such Lot shall be charged with a portion of the assessment prorated for the balance of the year.
8. Interest and liens. All assessments shall bear interest at the rate of one percent (1%) per month, from the date of delinquency, and such assessments, together with interest and cost of collection, shall constitute a lien upon the Lot against which assessed until fully paid. As an assessment becomes delinquent, the

Trustees may execute, acknowledge and record an instrument reciting the levy of the assessment in the Lincoln County Records, and thereafter institute any appropriate legal action to enforce such lien. Should a Lot Owner pay an assessment after the recording of notice, the Trustees shall, at the expense of the Lot Owner, cause the lien to be released of record.

The lien of the assessments provided for herein shall be subordinate to the lien of any institutional (bank, pension or retirement fund, insurance company or federally insured mortgage) first mortgage now or hereafter placed upon any Lot with the respect to which assessments have become due and payable prior to sale or transfer of such Lot pursuant to foreclosure or transfer in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. As used herein, the term "mortgage" or "mortgages" shall include deed or deeds of trust.

9. Exemptions. The following properties subject to this Indenture shall be exempt from any assessments, charges, expenses, and liens created herein:
 - a. All Common Property;
 - b. All properties exempted from taxation under the laws of the State of Missouri;
 - c. All lots owned by First Party.
10. Keeping of funds. The Trustees shall deposit the funds coming into their hands as Trustees or on behalf of the Association in a bank protected by the Federal Deposit Insurance Corporation, the treasurer being bonded for the proper performance of his duties in an amount fixed by the Trustees.
11. Ordinance Compliance. Notwithstanding any other provisions herein, the Trustees shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations of the county, and for such purposes shall not be limited to the maximum assessment provided for herein.

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 in the Subdivision:

1. Covenants and Restrictions Run With Land: Right to Recover. Each of the covenants and restrictions in this Article IX shall run with the land, and shall attach to and run with all land made subject to and encumbered by this Indenture and these Restrictions, and shall be binding upon every owner or occupancy of any part of the land encumbered thereby as if expressly contained in proper and obligatory covenants or conditions in each contract or conveyance of or concerning said land or any part thereof, including any Improvements thereon.

The Trustees shall have the right to recover from any person violating any such covenant all cost and expenses incurred in procuring the enforcement thereof, including, but not by way of limitation, court cost, attorney's fees, and damages for any violation.

2. Approval of Plans and Specifications. The Trustees, in their sole discretion, shall have the right and power to approve or reject all plans and specifications for the construction, reconstruction, addition or alteration, painting or repainting of or to any building, fence, wall, satellite dish, antenna, detached building, outbuilding, swimming pool, tennis court, or other structure of any kind, as well as for the location and grade of any structure upon any lot and the general grading. No such structure shall be constructed, reconstructed, added to, altered, painted or repainted except in strict compliance with the terms of this section.
3. PHASE 1 and PHASE 2 Minimum Square Footage, Height Limitations and Limitations. Each residence erected in PHASE 1 shall have a: (i) minimum of 1,600 square feet of living area for one story residence, (ii) a minimum of 2,000 square feet of living area for a two-story residence, and (iii) a minimum of 2,000 square feet of living area for a split level or tri-level, with no garage under house. The minimum square footage shall be exclusive of open porches, garages and basements.

Each residence erected in PHASE 2 shall have a: (i) minimum of 1,800 square feet of living area for one story residence, (ii) a minimum of 2,500 square feet of living area for a two-story residence, and (iii) no split level or tri-level homes are allowed. The minimum square footage shall be exclusive of open porches, garages and basements.

No building in PHASE 1 or PHASE 2 shall be erected with a flat roof or false front unless such design is approved by the Trustees, nor shall any building exceed two stories in height. No structure in PHASE 1 or PHASE 2 shall exceed thirty (30) feet in height above the average finished ground elevation at the perimeter of such structure.
4. Future Minimum Square Footage, Height Limitations, Other Limitations, and Restrictions. First Party or its successor developer shall have the ability to set new minimum square footages, height limitations and other limitations and restrictions which are applicable for any phase which is added to the Subdivision by recording an Addendum to Indenture which sets forth the changed information for such added Phase to the Subdivision. If no such Addendum to Indenture is recorded, the regulations set forth for PHASE 2 shall apply to the added Phase.
5. Lot Owner Responsibility for Damage, Erosion Control and Clean Up. During the period of construction, the Lot Owner is responsible for any and all damage to any Common Ground, other Lots, easements, roadway, utilities, and any and all parts of the Subdivision resulting from said construction. The Lot Owner shall

also be responsible for the clean up of any debris resulting from the construction. The Lot Owner is also responsible for any erosion control during construction and/or any improvements to the Lot.

6. Mobile homes, Recreational Vehicles, etc. No trailers, mobile homes, modular homes, recreational vehicles, or earth contact homes shall be allowed. This provision shall apply after the first home is built in the Subdivision. Notwithstanding the foregoing, a limit of one (1) recreational vehicle and one (1) boat may be parked outside behind the residence on a concrete pad with written approval of the Trustees.
7. Garages. No dwelling shall be permitted on any lot unless there is also constructed thereon an attached or detached garage for at least two (2) or more automobiles.
8. Foundations; roofs. No dwelling shall have more than twelve (12) inches of exposed bare foundation. The distance from any masonry to the ground grade shall be no more than twelve (12) inches. No foundation may be painted or stained. In addition, front elevation requires three separate peaks, the whole roof structure must have a minimum of 7/12 pitch and shingle requirements are architectural only.
9. Construction Materials; Temporary Structures. Any building erected shall be constructed of either wood, vinyl, steel, concrete, brick, stone, or any combination thereof. Brick is required for thirty percent (30%) of the front elevation coverage of houses. Enclosed soffits are required. No roll tarpaper or shingles shall be used on any exterior wall. Any building construction started upon the lot shall be completed within nine (9) months thereafter. Failure to comply with the aforesaid requirement will result in an assessment against the Lot by the Association in the amount of TWO HUNDRED FIFTY DOLLARS (\$250.00) for every month the building is not completed. A building shall be deemed completed when it is completed according to the plans and specifications provided to the Trustees. All footing, foundations, and basements shall be constructed of poured concrete. No structure of a temporary nature, house-trailer, tent or shack shall be placed, erected, or maintained upon any lot. No basement, erected or maintained on any lot, shall be used, temporarily or permanently, as a place of residence.
10. Single-family dwelling; sheds. No building shall be constructed on any lot except for one single-family dwelling, an attached or detached garage and an outside storage shed, which must be permanent type and not of the portable type, backyard buildings shall be constructed of the same material as the front and sides of the residence, and permitted, if authorized in writing by the trustees. All additional buildings shall be complementary to the dwelling.
11. Oil Drilling. No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted upon or in any part of the Subdivision.

12. Re-Subdivision. When and if the Subdivision, or any part thereof, is platted of record into lots, no platted lot shall thereafter be re-subdivided, nor a fractional part thereof sold, without the written consent of the Trustees, if in their judgment or discretion such consent is desirable and beneficial to the Subdivision, to consent thereto. For any Lot owned by First Party or its successor, if it is a Developer, shall have the ability to adjust any property line or re-subdivide any lot which is owned by the First Party or its successor, if it is a Developer.
13. Residential Nature of Property; Traffic. No residential building, now or hereafter constructed upon the Subdivision shall be used for other than solely residential purposes, nor shall same be used for any purpose prohibited by law or ordinance, nor shall anything be done, or any building used for any purpose which, in the judgment of the Trustees, may be or hereafter become a nuisance to any user of any lot in the Subdivision. Notwithstanding the foregoing, traditional home occupations (such as an engineer, author, accountant or lawyer) shall be allowed, provided no such persons shall install signage, maintain employees on the premises, generate unreasonable traffic or maintain merchandise or inventory on the premises. The Trustees shall determine in their sole discretion what constitutes generating "unreasonable traffic."
14. Animals. No pigeons, poultry, cattle, hogs, rabbits, horses, or other animals, except two dogs, and two cats per single family residence (if such dogs and/or cats be confined in an enclosed area within the confines of the individual owners lot), may be kept upon any part of the Subdivision except by written permission of the Trustees, which shall, in its sole discretion, have the right to grant such permission for additional dogs and/or cats, subject to revocation at any time at the discretion of the Trustees. Dog kennels are permitted only upon the prior written consent of the Trustees.
15. Signs. No signs, advertisements, billboards, or advertising structures of any kind shall be erected or maintained on any lot or Common Ground; provided, however, that permission is hereby granted by Trustees for signs naming the development and for erection and maintenance of not more than one advertising board on each lot or tract as sold and conveyed, which advertising board shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose for advertising for sale of the lot or tract upon which it is erected.
16. Sight Lines; Obstructions. No fence, wall, tree, hedge, shrub, or planting shall be maintained in such a manner as to obstruct sight lines for vehicular traffic.
17. Exterior lighting. No exterior lighting may be directed outside of the boundaries of a lot or other parcel.
18. Boundary lines. Each lot encumbered hereby shall be subject to the side yard and building line requirements, shown on the Record Plat, except as may be amended

23. Fences. In addition to those restrictions set forth in Article VI, section 2 herein, the only fences excepted will be vinyl or vinyl coated. No fences shall be closer than 20 feet to the lake. All fences shall be approved by the Trustees.
24. Disabled Vehicles; Equipment. No partially dismantled, non-operating, wrecked, junked or discarded vehicle or equipment of any kind shall be permitted to remain on any Lot where it is viewable by the public. No unlicensed vehicle shall be parked outside on any lot for more than 48 hours without being moved.
25. Grass; Ground cover. All cleared area must be seeded with grass or suitable ground cover.
26. Removal of Trees. No live tree with a diameter of six (6) inches or more, measured at two (2) feet above the ground shall be removed without the prior written approval of the Trustees, except for clearing for building erection.
27. Trash; Contaminants. No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage or other waste shall not be kept on the premises of any lot except in sanitary containers. All containers or other equipment for the storage or disposal of such materials shall be kept inside a garage or courtyard in a clean and sanitary condition. No foreign contaminants including, without limitation, oil, poison, paint, solvent, or pollutant of any kind, shall be allowed to enter the lake. Further, there shall be no application of aquatic chemical in the lake unless approved by the Trustees. Trash burning is prohibited.
28. Obstructions on roadways, utilities. No structure, hard surface road, or walkway shall be placed or permitted to remain on any easement area which may damage or interfere with the installation and maintenance of any roadways and/or utility facilities in the Subdivision. All streets must be kept free of dirt, mud, and building material removed daily (mud, rocks, ect.) hose down if needed. The Trustees may make an assessment of TWO HUNDRED FIFTY DOLLARS (\$250.00) for each day of a violation of this Section, provided that the Lot Owner shall be given written notice of the violation and given five (5) days to correct any violation.
29. Engineering Practices; landscaping. Good engineering practices, including silt screens and straw bales in drainage areas, shall be followed to minimize soil erosion and sedimentation during land development, prior to foundation excavation, landscaping or any other type of land disturbance. All new construction houses shall have a minimum of FIVE HUNDRED DOLLARS (\$500.00) for front yard landscaping costs prior to completion. The Trustees are authorized to determine whether good practices are being followed.
30. No Alteration of Water Courses. No alteration of water courses, storm water easements, or grades shall be allowed without the prior written approval from the Trustees.

ARTICLE X: GENERAL PROVISIONS

These general provisions shall apply to the foregoing Indenture:

1. Enforcement. Enforcement of any of these covenants shall be by proceedings at law or in equity against any persons violating or attempting to violate any such covenants and may be brought to restrain any such violation and/or to recover damages thereof together with reasonable attorney's fees and court cost, and said remedy shall be cumulative and not exhaustive.
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 said Trustees. No Trustee shall be held personally responsible for any action made in good faith, and no Trustee 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. No Lot Owner who serves as a Trustee shall be entitled to any compensation or fee for services performed pursuant to this Indenture.
3. Adjoining Tracts. The Trustees named hereunder shall be the Trustees of the Property and are authorized and empowered to cooperate and contract with Trustees of adjoining or nearby tracts in the development and maintain of facilities inuring to the benefit and general welfare of the inhabitants of the entire area. If additional plats are added to the Subdivision as is provided in this Indenture, such additional plats shall be added to the Subdivision and shall be subject to the provisions of this Indenture.
4. Amendments. Until all Lots the Subdivision and all property set forth in Exhibit B have been sold by First Party, or a successor Developer. First Party, or a successor Developer if First Party no longer owns any such property, shall have the ability to amend, modify, or change in whole or in part these Indentures by recording an instrument of amendment in the Lincoln County Records. If First Party owns any property in the Subdivision or property set forth in Exhibit B no amendment to this Indenture may be made without First Party's written consent. Thereafter, the provisions hereof may only be amended or changed by the written consent of two-thirds of all the Owners, with any such amendment, modification or change being recorded in the Lincoln County Records.
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 covenants, or a portion thereof, of this Indenture shall in no way affect any other provision hereof.
7. Assignment of First Party. First Party shall have the right and authority from time to time, by appropriate agreement made expressly for that purpose and recorded in the office of the Recorder of Deeds of Lincoln, County, Missouri, to assign, convey, transfer and set over to any person or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the First Party, and upon such assignment the assignee shall then for all purposes be the First Party hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities hereunder.
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/or otherwise conveyed for residential use, First Party and its successors and assigns (via sale or otherwise) shall have the right and privilege (i) to erect and maintain advertising signs, sales flags and other sale devices and banners for the purpose of aiding the sale of lots in the Subdivision; (ii) to maintain sales, business and construction offices in display homes or trailers in the Subdivision (including without limitation, the Common Ground) 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. First Party's construction activities shall not be considered a nuisance, and First Party 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 the First Party.
9. Term. Except where permanent easements or other permanent rights or interest 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) twenty (20) 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 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 Property by the County, 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 by an appropriate instrument filed of record prior to the vacation of the plats of such subdivision as aforesaid. No such agreement of termination shall be effective unless, First Party agrees to such termination, if First Party owns Lots in the Subdivision or any of the property set forth in Exhibit B, and if First Party owns no Lots or property, then the agreement must be made and recorded one (1) year in advanced of the effective date of such termination, and unless written notice of the proposed agreement of termination is sent to every Lot Owner at least ninety (90) days in advanced of any action taken.

ARTICLE XI: EASEMENTS, CONVEYANCES, AND MODIFICATIONS TO PLATS RECORDED

1. A five (5) foot easement along the side yard of each Lot for utility purposes is hereby granted to the Association for it and the Association's assign's use for the installation, operation, and maintenance of utilities upon each Lot shown on PLAT 1 and PLAT 2. Such easement shall be conveyable by the Association for use by utility companies.
2. Lot 50, shown on PLAT 1 shall be combined with Lot 49.
3. First Party hereby conveys to the Association the roads shown on PLAT 1 and PLAT 2 for the use, benefit and enjoyment of the Lot Owners of the Subdivision. The Association shall be responsible for the maintenance and upkeep of the roads of the subdivision. First Party reserves and retains a permanent easement for ingress, egress, and utility purposes over such roads for any purpose, including but not limited to access to any utility and for access to other property which is owned by First Party. First Party may assign all or part of its rights reserved and retained to any other person(s) or entity(ies).

IN WITNESS WHEREOF, First Party has executed this Indenture this 31 day of October, 2018

FIRST PARTY:

FOREST RIDGE, L.L.C.


BY Gerard S. Pieper
Gerard S. Pieper, Member

BY Rosemary Pieper
Rosemary Pieper, Member


ASSOCIATION:

AUBURN LAKE ESTATES
SUBDIVISION, A MISSOURI
NONPROFIT CORPORATION

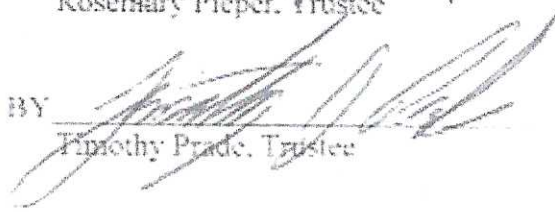
BY


Gerard S. Pieper, Trustee

BY


Rosemary Pieper, Trustee

BY


Timothy Prade, Trustee

FOREST RIDGE, LLC

BY

Gerard S. Pieper
Gerard S. Pieper, Member

STATE OF MISSOURI)

) SS.

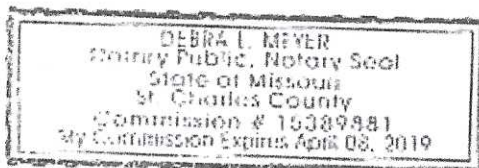
COUNTY OF LINCOLN)

On this 31 day of October, 2018, before me appeared GERARD S. PIEPER, to me personally known, who being by me duly sworn did say that he is a member of FOREST RIDGE, LLC, a limited liability company of the State of Missouri, and that as such Member he had authority to execute the foregoing instrument in behalf of said limited liability company, and acknowledged that he executed the same as his free act and deed and the free act and deed of said limited liability company with all due authority of the limited liability company.

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

Debra L. Meyer
Notary Public

My term expires: April 8, 2019



FOREST RIDGE, LLC

BY

Rosemary Pieper
Rosemary Pieper, Member

STATE OF MISSOURI)

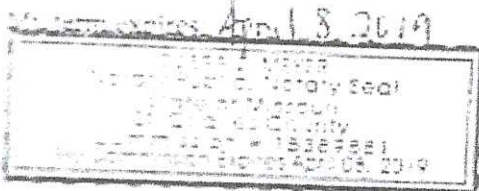
) SS.

COUNTY OF LINCOLN)

On this 31 day of October, 2018, before me appeared ROSEMARY PIEPER, to me personally known, who being by me duly sworn did say that she is a member of FOREST RIDGE, LLC, a limited liability company of the State of Missouri, and that as such Member she had authority to execute the foregoing instrument in behalf of said limited liability company, and acknowledged that she executed the same as her free act and deed and the free act and deed of said limited liability company with all due authority of the limited liability company.

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

Debra L. Meyer
Notary Public



AUBURN LAKE ESTATES
SUBDIVISION, A MISSOURI
NONPROFIT CORPORATION

BY *Gerard S. Pieper*
Gerard S. Pieper, Trustee

STATE OF MISSOURI)

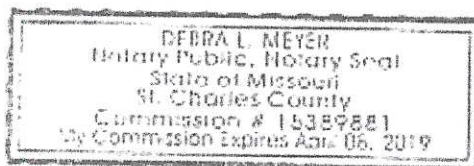
COUNTY OF LINCOLN)

On this 31 day of October, 2018, before me appeared GERARD S. PIEPER, to me personally known, who being by me duly sworn (affirmed) did say that he is the owner of AUBURN LAKE ESTATES SUBDIVISION, a Missouri nonprofit corporation of the State of Missouri, and that said corporation has no corporate seal and that said instrument was signed in behalf of said corporation (association) by authority of its Board of Directors, and said GERARD S. PIEPER acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal.

Debra L. Meyer
Notary Public

My Commission Expires: April 8, 2019



AUBURN LAKE ESTATES
SUBDIVISION, A MISSOURI
NONPROFIT CORPORATION

BY *Rosemary Pieper*
Rosemary Pieper, Trustee

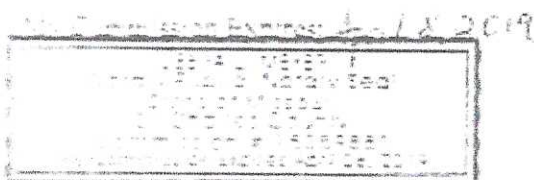
STATE OF MISSOURI)

COUNTY OF LINCOLN)

On this 31 day of October, 2018, before me appeared ROSEMARY PIEPER, to me personally known, who being by me duly sworn (affirmed) did say that she is the owner of AUBURN LAKE ESTATES SUBDIVISION, a Missouri nonprofit corporation of the State of Missouri, and that said corporation has no corporate seal and that said instrument was signed in behalf of said corporation (association) by authority of its Board of Directors, and said ROSEMARY PIEPER acknowledged said instrument to be the free act and deed of said corporation.


In Witness Whereof I have hereunto subscribed my name and affixed my official seal.

Debra L. Meyer
Notary Public



AUBURN LAKE ESTATES
SUBDIVISION, A MISSOURI
NONPROFIT CORPORATION

BY


TIMOTHY PRADE, Trustee

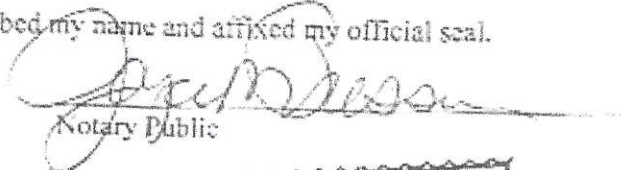
STATE OF MISSOURI

COUNTY OF LINCOLN

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) ss.
)

On this 16 day of May, 2019, before me appeared TIMOTHY PRADE, to me personally known, who being by me duly sworn (affirmed) did say that he is the _____, of AUBURN LAKE ESTATES SUBDIVISION, a Missouri nonprofit corporation of the State of Missouri, and that said corporation has no corporate seal and that said instrument was signed in behalf of said corporation (association) by authority of its Board of Directors, and said TIMOTHY PRADE acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal.


Notary Public

My Commission Expires:

