

Dottie D. Crenshaw
Deputy



**INDENTURE OF RESTRICTIONS, COVENANTS, AND CONDITIONS OF
CROSSROADS ESTATES SUBDIVISION**

WHEREAS, A. D. Rental Properties, Inc., a Missouri Corporation, hereinafter referred to as "Developer" for the purpose of protecting property values and providing for the quiet and peaceful enjoyment of the Crossroads Estates Subdivision, hereinafter referred to as the "subdivision", the plat for which is recorded in Plat Book 13, Page 136, Office of the Recorder of Deeds of Lincoln County, Missouri, and situated in the Northwest Quarter of Section 14, Township 50 North, Range 1 East, Lincoln County, Missouri, does hereby subject said subdivision to the following provisions which shall run with and bind all of the land in the subdivision and shall inure to the benefit of and be enforceable by any owner of any of the land included in said subdivision, and their respective heirs, legal representatives, successors, and assigns, as well as by the hereinafter described board of trustees:

1. Except as otherwise provided herein, none of the lots in the subdivision shall be at any time further subdivided, nor shall any part of a lot be at any time conveyed. Notwithstanding the foregoing, Developer shall have the absolute right, at its sole discretion, to further subdivide and convey a part of any unsold lot to which Developer still retains title.

2. Only one residential dwelling shall be erected, placed, or located on each lot, and any such residential dwelling shall be a single family residence occupied by no more than one family.

3. The minimum square feet of actual living space of a residential dwelling shall be not less than 1,000 square feet, excluding attached garages and porches and decks.

4. No single wide mobile, single wide manufactured, or single wide modular homes shall be allowed in the subdivision.

5. Double wide mobile, double wide manufactured, and double wide modular homes shall be allowed in the subdivision, subject to the following conditions:

- a. Said home must be new, never used, and a model current with the date upon which it is moved onto the property.

- b. The home must have a pitched, asphalt shingled roof with exterior walls constructed of the materials described in Paragraph 10 hereinbelow.
- c. The home must be erected on a concrete wall at least 30 inches tall with a crawl space or on a concrete basement.
- d. Hitch must be removed so as to be flush with the walls of the home.

6. No dwelling house, nor any accessory or outbuilding related thereto, shall be erected, placed, or located closer than 10 feet from the line of any access easement, utility easement, or well easement shown on the subdivision plat.

7. No accessory or outbuilding shall be erected, placed, or located in front of the front corner of any dwelling house.

8. When any dwelling house is erected, placed, or located on any lot, the owner shall at the same time construct a Missouri State approved and Lincoln County Sanitation Department approved septic system to provide for disposal of sewerage for said dwelling house and said system must at all times be maintained in compliance with all county, state, and federal environmental and/or sanitation ordinances, statutes, rules, and regulations. All sewerage affluent must be contained on said lot. Further, each such dwelling house shall contain a complete indoor bathroom facility.

9. No dwelling house or accessory or outbuilding which has a flat roof or which is a "lean-to" type shall be erected, placed, or located on any lot in the subdivision.

10. Any dwelling house or accessory or outbuilding shall not have its exterior covered with rolled tar paper, galvanized metal, or any other unsightly material. The outside exterior walls of all dwelling houses shall be constructed of wood, brick, vinyl, rock, or stone, and be attractive and of good workmanship. If the exterior be constructed of wood, or wood products, the same shall be painted or stained. The outside exterior walls of all accessory and outbuildings shall be constructed of metal, wood, brick, vinyl, rock, or stone and be attractive and of good workmanship. If the exterior be constructed of wood, or wood products, the same shall be painted or stained.

11. Any dwelling house in the subdivision shall be completed within one year after initial construction commences, and no such dwelling house shall be occupied as a residence until same shall have a complete indoor bathroom facility with the above-mentioned sewerage disposal system, and all exterior walls and roof have been completed.

12. No person shall be permitted to live on any lot in the subdivision in a garage, outbuilding, accessory building, trailer, recreational vehicle, single wide mobile, single wide manufactured, or single wide modular home, temporary building, or tent.

13. All accessory and outbuildings on any lot shall be completely finished within 120 days after initial construction commences.

14. All lots upon which dwelling houses, accessory or outbuildings have been erected, placed, or located shall be mowed so that the grass of the immediate lawn area around such dwelling house, accessory or outbuilding(s) does not grow higher than 6 inches, and the remaining part of any such lot shall be mowed so that the grass does not grow higher than 18 inches.

15. All unimproved lots shall be mowed so that the grass does not grow higher than 36 inches.

16. No lot in the subdivision shall be planted in field crops.

17. No junk, garbage, trash, or other debris shall be allowed to exist or accumulate on any lot. Trash cans and garbage cans for household use may be temporarily placed along the road right-of-way on trash/garbage pickup days only and shall otherwise be placed outside only if they are located behind the dwelling house or accessory building so as to not be visible from the road providing access to the lot in question.

18. No firearms or pellet or B.B. guns shall be discharged in said subdivision.

19. No animals, livestock, or poultry of any kind shall be raised, bred, and/or kept on any lot, except there shall be allowed to be raised, bred, and/or kept on any lot one horse or one cow for each full acre contained in said lot, and there shall also be allowed to be raised, bred, and/or kept on any lot dogs, cats, or other domestic household pets provided any such dog, cat, or domestic pet shall not be allowed off the lot of the owner unless on a leash, controlled by some person physically able to prevent said animal from escaping or causing other harm.

20. No automobile, motorcycle, or machinery of any kind, may be dismantled, assembled, repaired, or worked on in any manner upon any lot in this subdivision unless such repairs are conducted inside a private garage, screened from public view.

21. No motor vehicle shall remain on any lot unlicensed or in an inoperable condition for longer than 15 days unless same is located in a garage or accessory or outbuilding screened from public view.

22. There shall be no commercial or business use of any lot in the subdivision unless said commercial or business activity is conducted exclusively within the interior of the dwelling house, accessory and/or outbuilding(s), nor shall there be any signs, advertisements, billboards, or other advertising structures of any kind erected, placed, or located on any lot; provided, however, that a sign no larger 5 feet by 5 feet shall be permitted to advertise sale of any lot.

23. No lot shall be used for any unlawful purpose or for any purpose that will injure the reputation of the subdivision or the peaceful enjoyment thereof by others.

24. No lot in the subdivision shall be willed, conveyed, or transferred in any manner to a civic, social, religious, charitable, or fraternal organization, or any person or persons other than to a member(s) of a single family.

25. No dwelling house, accessory building, or outbuilding, or any lot in the subdivision shall be used as or for a boarding home, nursing home, automobile or motorcycle racing track, gun or shooting club, rooming house, club house, junkyard, food processing facility, or slaughter house, nor shall any such structure or lot be used or devoted to any manufacturing or industrial activity whatsoever.

26. Until Developer has conveyed record title by deed to all of the lots in the subdivision to other parties, Developer reserves and shall have the exclusive and absolute right, at its discretion, to change, modify, or amend, at any time in the future by written instrument recorded in Office of the Recorder of Deeds of Lincoln County, Missouri, any of these restrictions, covenants, and conditions. Any such amendment or modification shall not require approval of the hereinafter described board of trustees, the signature of the owner of any lot previously sold by the Developer, whether by outright conveyance of record or by contract for deed, nor the holder of any mortgages, deeds of trust, liens, or other security interests in any lot. When Developer shall have conveyed record title by deed to all of the lots as provided for hereinabove, these restrictions, covenants, and conditions may be changed, modified, or amended at any time in the future only by a written instrument executed by the owners of $\frac{3}{4}$ or more of the lots in said subdivision, and any such amendments or modifications shall be effective only upon recording of the written instrument in the Office of the Recorder of Deeds of Lincoln County, Missouri. Any such amendment or modification shall not require the signature of the holder of any mortgages, deeds of trust, liens, or other security interests in any lot.

27. All lot owners shall provide and maintain, at their own expense, private road entrances to their respective lots. Private entrances shall be constructed so as not to obstruct the side or cross drainage of the roadways described in Paragraph 29 immediately below. There shall be placed in all driveways to the proper grade and depth a pipe culvert of not less than twelve inches in diameter, made of corrugated galvanized metal or standard concrete pipes. The use of non-corrugated metal, hot water heaters, wooden box culverts or clay tile and sewer pipe is strictly prohibited in said driveways. Such driveways shall be graveled and of an easy grade, coinciding with existing roadway.

28. If any lot owner or any person in possession of any of said lots in the subdivision shall violate or attempt to violate any restriction, covenant, or condition herein contained, it shall be lawful for any other person, or persons, owning any real property situated in said subdivision and/or the hereinafter described board of trustees to prosecute any proceedings at law or in equity against the lot owner and/or person or persons violating or attempting to violate any such covenant, either to prevent the person or persons from so doing, or to recover damages or other dues for such violation; however, no such violation shall be construed to work a forfeiture of title to any lot in the subdivision. Provided, further, that the failure by any land owner and/or the hereinafter described board of trustees to enforce any restriction, covenant, or condition herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

29. The 50 feet wide access easements in the subdivision shall be known by the road names designated on the subdivision plat, and Developer hereby dedicates said access easements to the lot owners, their heirs and assigns, and to the hereinafter described board of trustees, its

successors and assigns, as private roadways for the use of the owners of the lots in the subdivision, for the purpose of ingress and egress; provided, however, that for so long as Developer owns any of the lots in the subdivision, Developer reserves the right, at its discretion, to dedicate all or any portion of said roadways for public use. Further, the water wells on each of the 4 well easements shown on the subdivision plat, the "wells" hereinafter, shall each provide water to 7 lots, the decision as to which 7 lots shall be provided water from each particular well to be made by Developer at Developer's discretion, and Developer hereby dedicates all 4 of the well easements, together with the well and well appurtenances located on each, to the lot owners, their heirs and assigns, and to the hereinafter described board of trustees, its successors and assigns, for the purpose of providing water to each lot. Developer further dedicates the utility easements depicted on the subdivision plat for the use of the owners of all of the lots in the subdivision, their heirs and assigns, and for other respective utility companies, their successors and assigns, as their interests may appear, for the purpose of installing and maintaining utilities, including, but not by way of limitation, water, sewer, gas, electric, telephone, internet, and cable T.V. services. Said access easements and well easements shall be maintained as follows:

A. Subject to Developer's right to collect and expend the assessments provided for hereinbelow, Developer shall maintain the access easements as gravel roadways suitable for vehicular travel and shall maintain and pay for the cost of operation of the wells located on the well easements in the subdivision until such time as Developer has sold to other parties, whether by outright conveyance of record or by contract for deed, all of the 28 lots in the subdivision. Further, until Developer has so sold all of the 28 lots in the subdivision to other parties, Developer may assess against each lot sold, and the owner of each such lot sold shall be liable to pay to the Developer, a \$15.00 per month assessment for use by Developer in maintaining the access easements and maintaining and paying for the cost of operation of the wells located on the well easements in the subdivision. Developer may use the assessments collected for labor, machinery, and materials (including the reasonable value of Developer's own labor and material and use of Developer's own machinery) to maintain said access easements as gravel roadways suitable for vehicular travel and to maintain and pay for the cost of operation of the wells. Notwithstanding the foregoing, Developer shall have no liability to the owners of any of the lots or the hereinafter described board of trustees for any failure to collect the above-mentioned monthly assessments and/or for the manner in which said assessments are expended or used. Further, Developer shall have no liability to account to the owners of any of the lots or the hereinafter described board of trustees concerning collection or expenditure of said assessments.

B. Each such assessment made by Developer pursuant to Subparagraph 29(A) immediately above shall become due and payable on the first (1st) day of the month immediately following the month the lot is sold and on the first (1st) day of each consecutive month thereafter through the date when Developer shall have sold to other parties all of the 28 lots in the subdivision. From and after the date when said assessments are due and payable, any unpaid assessment shall bear interest at the rate of nine percent (9%) per annum until paid. Provided, further, that from and after the date when said assessments are due and payable, a lien for any unpaid assessment on the lot in question shall arise in favor of Developer, and Developer shall be entitled to record in the deed records of the Office of the Recorder of Deeds of Lincoln County, Missouri, an instrument to impart public notice of the attachment of said lien to the lot in

question. Provided, however, that such lien shall not be deemed to have priority over and shall always be deemed to be subordinate to the lien of any deed of trust, mortgage, or security agreement recorded before the recording of said assessment lien. Provided, further, that any lot conveyed by deed recorded before the recording of such lien shall likewise be deemed to have been conveyed free and clear of such lien, and such lien shall not be deemed to have attached to said lot. With respect to any assessment lien recorded in the Office of the Recorder of Deeds, upon payment in full of the delinquent assessment in question, the Developer shall record, at the cost of the owner of the lot in question, a release instrument. Any such liens which shall arise in favor of Developer, if recorded, may be foreclosed and collected in the same manner in which the Collector of Lincoln County, Missouri, is entitled to enforce and collect real property taxes pursuant to the provisions of Chapter 140 RSMo., and any and all future amendments thereof. Provided, however, Developer shall also have any and all other remedies available for collection of a delinquent debt. Notwithstanding the foregoing, Developer shall have no liability to the owners of any of the lots or the hereinafter described board of trustees for any failure to collect the above-mentioned monthly assessments.

C. After Developer has sold to other parties, whether by outright conveyance of record or by contract for deed, all of the 28 lots in the subdivision, Developer shall have no further obligation to maintain the access easements in said subdivision and/or maintain and pay for the cost of operation of the wells and shall have no further liability therefor. Further, on the second Saturday in June next following the date upon which Developer has so sold all of the 28 lots to other parties, there shall be an initial meeting of the then existing owners of the 28 lots, at which meeting a board of trustees shall be established for the purpose of maintaining the access easements, maintaining the wells and paying for the cost of operation thereof, and enforcing the terms of this Indenture. Subject to the provisions of Subparagraph 29(A) hereinabove, Developer shall provide information at said meeting as to any and all funds remaining from Developer's collection of the monthly assessments provided for in said Subparagraph 29(A), and Developer shall further within ten (10) days after this initial meeting pay over to the board of trustees herein established all of the said funds remaining from Developer's collection of said monthly assessments. Minutes of said initial meeting shall be made and kept. All meetings of said lot owners, including the initial meeting, and said board of trustees shall be governed by and subject to the following provisions:

(1) The board of trustees shall consist of five (5) persons, each of whom owns at least one of the 28 lots. The first five (5) trustees shall be elected at the initial meeting of said lot owners, and two (2) trustees shall be elected to serve a term of three years, two (2) trustees shall be elected to serve a term of two years, and one (1) trustee shall be elected to serve a term of one year. Each trustee elected thereafter shall serve for a term of three years and until his successor shall have been elected and qualified.

(2) In the event any trustee shall die, decline to act, or become disabled or incapacitated, then the remaining trustees shall appoint a successor until a replacement trustee can be elected at the next annual meeting of lot owners.

(3) After the initial meeting of the owners of said 28 lots, a meeting of the then existing lot owners shall thereafter be held annually on the second Saturday in June for

the purpose of electing trustees and to transact any other business relating to maintaining the access easements, maintaining the wells and paying for the cost of operation thereof, and enforcing the terms of this Indenture. Notice setting forth the time and place of such meeting shall be given by the board of trustees by mail to each such lot owner at such lot owner's last known address at least ten (10) days prior to the date of such meeting. A special meeting of said lot owners may also be called by the trustees upon their own motion or upon petition of 8 lot owners, and notice of the meeting shall be given by the board of trustees as provided for hereinabove. Any such special meeting shall be limited to matters reasonably related to maintaining the access easements, maintaining the wells and paying for the cost of operation thereof, and enforcing the terms of this Indenture. At the initial meeting and at all annual and special meetings thereafter, in all votes taken, each lot shall represent one vote. Trustees shall be elected by a simple majority vote, and except as provided for hereinafter, any other matters undertaken at a meeting shall require the vote of a simple majority. No proxy or absentee vote shall be allowed or counted. Any lot upon which there is any delinquent assessment shall not qualify for a vote, and no such vote shall be made or counted. Minutes shall be made and kept at all annual and special meetings of said lot owners.

(4) At the annual meeting of said lot owners, trustee(s) shall be elected to replace the existing trustee(s) whose term is simultaneously expiring, as well as any trustee who must be elected to take the place of a trustee who has died, declined to act, or become disabled or incapacitated.

(5) The board of trustees shall be responsible for and vested with the power to maintain the access easements, to maintain and pay for the cost of operation of the wells, and on a nonexclusive basis, to enforce the terms of this Indenture. Except as provided for hereinafter, the access easements shall be maintained as gravel roadways suitable for vehicular travel. Provided, however, that by resolution adopted by a two-thirds (2/3) majority of qualified votes at any annual or special meeting of the owners of the 28 lots, the access easements shall be upgraded to hard surfaced roadways and prospectively maintained as such by the trustees. Further, if Developer, its successors and assigns, shall have not sooner dedicated the access easements to the public, and if maintenance of said roadways at public expense is available, then by resolution adopted by a two-thirds (2/3) majority of qualified votes at any annual or special meeting of the lot owners, the access easements shall become public roadways to be maintained at public expense, and the board of trustees shall from the time of public maintenance have no further rights nor responsibility with regard to maintenance of said access easements, but shall continue with its duties and powers with regard to maintenance and cost of operation of the wells and enforcement of the terms of this Indenture.

(6) The trustees shall meet as often as they, within their discretion, determine necessary to discharge the duties imposed upon them by this Indenture. At any meeting of the trustees, a majority of such trustees shall constitute a quorum. Each such trustee shall be entitled to one vote on all business coming before the meeting, and any matter undertaken must be passed or agreed upon by a vote of a majority of said trustees, which majority vote shall bind the entire board of trustees.

(7) The trustees, in exercising the rights, powers, and privileges granted to them herein, and in discharging the duties imposed upon them by the provisions of this Indenture, may from time to time enter into contracts, employ agents, servants, and labor as they may deem necessary, obtain and/or cancel insurance, purchase any and all necessary materials, employ accountants and counsel, and institute and prosecute such suits as they deem necessary and defend suits brought against them individually or collectively in their capacities as trustees. Any lot owner serving on the board of trustees shall be personally liable only for actions, damages, or losses occasioned by intentional misconduct and/or fraud, and shall have no liability for good faith actions or inaction or good faith errors in judgment.

(8) The trustees shall be entitled to make and collect the assessments provided for hereinafter prior to undertaking the maintenance work, costs of operation, and/or enforcement of the terms of this Indenture, as the case may be, and prior to the incurring of any liability therefor.

(9) Nothing herein contained shall be construed to compel the trustees to make any payment or to incur any liability in excess of the amount which shall be in their hands as a result of assessments made against lots as hereinafter provided.

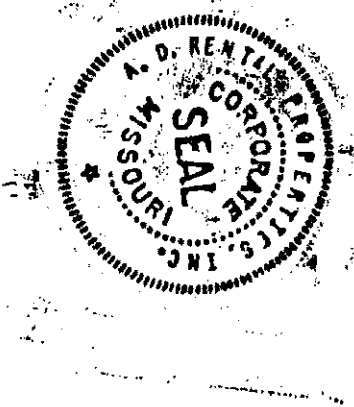
(10) The board of trustees shall have the right to receive and use for the purposes set out in this Indenture any and all sums paid to said board of trustees by Developer pursuant to the terms of Subparagraph 29(C). The board of trustees shall further have the right to assess against each of the 28 lots, and the owner of each such lot shall be liable to pay to the board of trustees an equal monthly assessment based upon a determination by the board of trustees as to the amount necessary for the labor, machinery, materials, insurance, and professional and administrative costs for said board to maintain the access easements as gravel roadways suitable for vehicular travel, and for maintenance and costs of operation of the wells on the well easements, and for enforcing the terms of this Indenture. Provided, further, the board of trustees shall have the right to increase the amount of any such monthly assessment should said amount prove insufficient to cover the expenses necessary for the board of trustees to maintain the access easements, maintain and pay the cost of operation of the wells, and/or enforce the terms of this Indenture. The board of trustees shall further have the right to make equal lump sum assessments against each of the 28 lots, and the owner of each such lot shall be liable to pay to the board of trustees such lump sum assessments for non-routine expenses relating to maintenance of the access easements or wells, and for enforcing the terms of this Indenture, including, but not by way of limitation, upgrade of said access easements as hard surfaced roadways pursuant to Subparagraph 29(C)(5).

(11) Each such monthly assessment made by the board of trustees pursuant to Subparagraph 29(C)(10) immediately above shall become due and payable on the first (1st) day of the month immediately following the initial meeting of the then existing owners of the 28 lots as provided for in Subparagraph 29(C). Further, any lump sum assessment made by the board of trustees pursuant to Subparagraph 29(C)(10) immediately above shall become due and payable within thirty (30) days after the board's written invoice for same is deposited by the board in the United States mail, postage prepaid, addressed to said lot owner's last known address. From and after the date when any of the above-mentioned assessments are due and payable, any

unpaid assessment shall bear interest at the rate of nine percent (9%) per annum until paid. Provided, further, that from and after the date when said assessments are due and payable, a lien for any unpaid assessment on the lot in question shall arise in favor of the board of trustees, and said trustees shall be entitled to record in the Deeds Records of the Office of the Recorder of Deeds of Lincoln County, Missouri, an instrument to impart public notice of the attachment of said lien to the lot in question. Provided, however, that such lien shall not be deemed to have priority over and shall always be deemed to be subordinate to the lien of any deed of trust, mortgage, or security agreement recorded before the recording of said assessment lien. Provided, further, that any lot conveyed by deed recorded before the recording of such lien shall likewise be deemed to have been conveyed free and clear of such lien, and such lien shall not be deemed to have attached to said lot. With respect to any assessment lien recorded in the Office of the Recorder of Deeds, upon payment in full of the delinquent assessment in question, the board of trustees shall record, at the cost of the owner of the lot in question, a release instrument. Any such liens which shall arise in favor of the board of trustees, if recorded, may be foreclosed and collected in the same manner in which the Collector of Lincoln County, Missouri, is entitled to enforce and collect real property taxes pursuant to the provisions of Chapter 140 RSMo., and any and all future amendments thereof. Provided, however, the board of trustees shall also have any and all other remedies available for collection of a delinquent debt.

30. Any order or judgment finding any restriction, covenant, or condition contained herein to be invalid or unenforceable shall in no way affect the validity of any other restriction, covenant, or condition contained herein, and same shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused these presents to be signed by its President and attested by its secretary, and its corporate seal to be hereunto affixed, this 24th day of October, A.D. 2003.



A. D. Rental Properties, Inc.

By: Robert L. Dwiggin
Robert L. Dwiggin, President

By: James D. Allen
James D. Allen,
Designated Director and Secretary

STATE OF MISSOURI)
COUNTY OF LINCOLN) SS

On this 24th day of October, A.D. 2003, before me personally appeared Robert L. Dwiggin and James D. Allen, to me personally known, who being duly sworn did say that they are President and Designated Director/Secretary, respectively, of A. D. Rental Properties, Inc., a Missouri Corporation, that the seal affixed to this instrument is the corporate seal of said

corporation and that the said instrument was signed and sealed in behalf of said corporation by authority of its Shareholders and the said Robert L. Dwiggins and James D. Allen acknowledged said instrument to be the free act and deed of said corporation.

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

May 14, 2004
My Commission Expires

[Signature]
Notary Public

BOBETTE SHIPMAN
Notary Public - State of Missouri
County of Lincoln
My Commission Expires May 14, 2004



No. 5391 Book 1658 Page 832

State of Missouri, County of Lincoln
Recorded in Book 1658 Page(s): 832 - 838

May 3, 2004 2:02 PM Fees \$42.00
Dottie D. Greshaw, Recorder of Deeds

Nancy Brown
Deputy



**AMENDMENT TO INDENTURE OF RESTRICTIONS, COVENANTS, AND
CONDITIONS OF
CROSSROADS ESTATES SUBDIVISION**

WHEREAS, On October 24, 2003, A. D. Rental Properties, Inc., a Missouri Corporation, hereinafter referred to as "Developer", made and executed an Indenture Of Restrictions, Covenants, And Conditions Of Crossroads Estates Subdivision, the "Indenture" hereinafter, which is recorded in Book 1611, Page 448, Office of the Recorder of Deeds of Lincoln County, Missouri, and

WHEREAS, Crossroads Estates Subdivision, the "subdivision" hereinafter, the Plat for which is recorded in Plat Book 13, Page 136, Office of the Recorder of Deeds of Lincoln County, Missouri, was subjected to the Indenture, and

WHEREAS, pursuant to Paragraph 26 of said Indenture, until Developer has conveyed record title by deed to all the lots in the subdivision, Developer has reserved the absolute right, at its discretion, to change, modify, or amend, at any time in the future by written instrument recorded in the Office of the Recorder of Deeds of Lincoln County, Missouri, any of the restrictions, covenants, and conditions in the Indenture, and

WHEREAS, Developer has not yet conveyed record title by deed to all the lots in the subdivision, and

WHEREAS, Developer has elected to make there hereinafter described amendments to the Indenture, as recorded in Book 1611, Page 448, Office of the Recorder of Deeds of Lincoln County, Missouri,

NOW THEREFORE, Developer does hereby make the following amendments to the Indenture:

1. Paragraph 3 of said Indenture is amended to read as follows:

"3. The minimum square feet of actual living space of a residential dwelling shall be not less than 1,400 square feet, excluding attached garages and porches and decks."

2. Paragraph 4 of said Indenture is amended to read as follows:

“4. No mobile, manufactured, or modular homes shall be allowed in the subdivision, whether single wide, double wide, triple wide, or otherwise.”

3. Paragraph 5 of said Indenture, in its entirety, including Subparagraphs a, b, c, and d, is deleted and shall no longer be a part of said Indenture.

4. Paragraph 29 of said Indenture is amended to read as follows:

“29. The 50 feet wide access easements in the subdivision shall be known by the road names designated on the subdivision plat, and Developer hereby dedicates said access easements to the lot owners, their heirs and assigns, and to the hereinafter described board of trustees, its successors and assigns, as private roadways for the use of the owners of the lots in the subdivision, for the purpose of ingress and egress; provided, however, that for so long as Developer owns any of the lots in the subdivision, Developer reserves the right, at its discretion, to dedicate all or any portion of said roadways for public use. Further, Developer will install white vinyl fences, the “vinyl fences” hereinafter, in the appropriate easements along those boundaries of the subdivision that are adjacent to Highway V and Highway W, and said vinyl fences are hereby dedicated to the hereinafter described board of trustees. Further, the water wells on each of the 4 well easements shown on the subdivision plat, the “wells” hereinafter, shall each provide water to 7 lots, the decision as to which 7 lots shall be provided water from each particular well to be made by Developer at Developer’s discretion, and Developer hereby dedicates all 4 of the well easements, together with the well and well appurtenances located on each, to the lot owners, their heirs and assigns, and to the hereinafter described board of trustees, its successors and assigns, for the purpose of providing water to each lot. Developer further dedicates the utility easements depicted on the subdivision plat for the use of the owners of all of the lots in the subdivision, their heirs and assigns, and for other respective utility companies, their successors and assigns, as their interests may appear, for the purpose of installing and maintaining utilities, including, but not by way of limitation, water, sewer, gas, electric, telephone, internet, and cable T.V. services. Said access easements, vinyl fences, and well easements shall be maintained as follows:

A. Subject to Developer’s right to collect and expend the assessments provided for hereinbelow, Developer shall maintain the access easements as gravel roadways suitable for vehicular travel, shall maintain the vinyl fences, and shall maintain and pay for the cost of operation of the wells located on the well easements in the subdivision until such time as Developer has sold to other parties, whether by outright conveyance of record or by contract for deed, all of the 28 lots in the subdivision. Further, until Developer has so sold all of the 28 lots in the subdivision to other parties, Developer may assess against each lot sold, and the owner of each such lot sold shall be liable to pay to the Developer, a \$325.00 annual assessment for use by Developer in maintaining the access easements, maintaining the vinyl fences, and maintaining and paying for the cost of operation of the wells located on the well easements in the subdivision. Developer may use the assessments collected for labor, machinery, and materials (including the reasonable value of Developer’s own labor and material and use of Developer’s own machinery)

to maintain said access easements as gravel roadways suitable for vehicular travel, to maintain the vinyl fences, and to maintain and pay for the cost of operation of the wells. Notwithstanding the foregoing, Developer shall have no liability to the owners of any of the lots or the hereinafter described board of trustees for any failure to collect the above-mentioned annual assessments and/or for the manner in which said assessments are expended or used. Further, Developer shall have no liability to account to the owners of any of the lots or the hereinafter described board of trustees concerning collection or expenditure of said assessments.

B. Each such assessment made by Developer pursuant to Subparagraph 29(A) immediately above shall become due and payable on July 1st of each year until the date when Developer shall have sold to other parties all of the 28 lots in the subdivision. Provided, further, at the closing on the sale of each lot by Developer, the purchaser shall pay to Developer the pro-rated portion of said annual assessment for the period from the purchase date through the ensuing July 1st. The purchaser shall likewise pay the annual assessment on July 1st of each consecutive year thereafter. From and after the date when said assessments are due and payable, any unpaid assessment shall bear interest at the rate of nine percent (9%) per annum until paid. Provided, further, that from and after the date when said assessments are due and payable, a lien for any unpaid assessment on the lot in question shall arise in favor of Developer, and Developer shall be entitled to record in the deed records of the Office of the Recorder of Deeds of Lincoln County, Missouri, an instrument to impart public notice of the attachment of said lien to the lot in question. Provided, however, that such lien shall not be deemed to have priority over and shall always be deemed to be subordinate to the lien of any deed of trust, mortgage, or security agreement recorded before the recording of said assessment lien. Provided, further, that any lot conveyed by deed recorded before the recording of such lien shall likewise be deemed to have been conveyed free and clear of such lien, and such lien shall not be deemed to have attached to said lot. With respect to any assessment lien recorded in the Office of the Recorder of Deeds, upon payment in full of the delinquent assessment in question, the Developer shall record, at the cost of the owner of the lot in question, a release instrument. Any such liens which shall arise in favor of Developer, if recorded, may be foreclosed and collected in the same manner in which the Collector of Lincoln County, Missouri, is entitled to enforce and collect real property taxes pursuant to the provisions of Chapter 140 RSMo., and any and all future amendments thereof. Provided, however, Developer shall also have any and all other remedies available for collection of a delinquent debt. Notwithstanding the foregoing, Developer shall have no liability to the owners of any of the lots or the hereinafter described board of trustees for any failure to collect the above-mentioned annual assessments.

C. After Developer has sold to other parties, whether by outright conveyance of record or by contract for deed, all of the 28 lots in the subdivision, Developer shall have no further obligation to maintain the access easements and vinyl fences in said subdivision, nor to maintain and pay for the cost of operation of the wells and shall have no further liability therefor. Further, on the second Saturday in June next following the date upon which Developer has so sold all of the 28 lots to other parties, there shall be an initial meeting of the then existing owners of the 28 lots, at which meeting a board of trustees shall be established for the purpose of maintaining the access easements, maintaining the vinyl fences, maintaining the wells and paying for the cost of operation thereof, and enforcing the terms of this Indenture. Subject to the

provisions of Subparagraph 29(A) hereinabove, Developer shall provide information at said meeting as to any and all funds remaining from Developer's collection of the annual assessments provided for in said Subparagraph 29(A), and Developer shall further within ten (10) days after this initial meeting pay over to the board of trustees herein established all of the said funds remaining from Developer's collection of said annual assessments. Minutes of said initial meeting shall be made and kept. All meetings of said lot owners, including the initial meeting, and said board of trustees shall be governed by and subject to the following provisions:

(1) The board of trustees shall consist of five (5) persons, each of whom owns at least one of the 28 lots. The first five (5) trustees shall be elected at the initial meeting of said lot owners, and two (2) trustees shall be elected to serve a term of three years, two (2) trustees shall be elected to serve a term of two years, and one (1) trustee shall be elected to serve a term of one year. Each trustee elected thereafter shall serve for a term of three years and until his successor shall have been elected and qualified.

(2) In the event any trustee shall die, decline to act, or become disabled or incapacitated, then the remaining trustees shall appoint a successor until a replacement trustee can be elected at the next annual meeting of lot owners.

(3) After the initial meeting of the owners of said 28 lots, a meeting of the then existing lot owners shall thereafter be held annually on the second Saturday in June for the purpose of electing trustees and to transact any other business relating to maintaining the access easements, maintaining the vinyl fences, maintaining the wells and paying for the cost of operation thereof, and enforcing the terms of this Indenture. Notice setting forth the time and place of such meeting shall be given by the board of trustees by mail to each such lot owner at such lot owner's last known address at least ten (10) days prior to the date of such meeting. A special meeting of said lot owners may also be called by the trustees upon their own motion or upon petition of 8 lot owners, and notice of the meeting shall be given by the board of trustees as provided for hereinabove. Any such special meeting shall be limited to matters reasonably related to maintaining the access easements, maintaining the vinyl fences, maintaining the wells and paying for the cost of operation thereof, and enforcing the terms of this Indenture. At the initial meeting and at all annual and special meetings thereafter, in all votes taken, each lot shall represent one vote. Trustees shall be elected by a simple majority vote, and except as provided for hereinafter, any other matters undertaken at a meeting shall require the vote of a simple majority. No proxy or absentee vote shall be allowed or counted. Any lot upon which there is any delinquent assessment shall not qualify for a vote, and no such vote shall be made or counted. Minutes shall be made and kept at all annual and special meetings of said lot owners.

(4) At the annual meeting of said lot owners, trustee(s) shall be elected to replace the existing trustee(s) whose term is simultaneously expiring, as well as any trustee who must be elected to take the place of a trustee who has died, declined to act, or become disabled or incapacitated.

(5) The board of trustees shall be responsible for and vested with the power to maintain the access easements, to maintain the vinyl fences, to maintain and pay for the

cost of operation of the wells, and on a nonexclusive basis, to enforce the terms of this Indenture. Except as provided for hereinafter, the access easements shall be maintained as gravel roadways suitable for vehicular travel. Provided, however, that by resolution adopted by a two-thirds (2/3) majority of qualified votes at any annual or special meeting of the owners of the 28 lots, the access easements shall be upgraded to hard surfaced roadways and prospectively maintained as such by the trustees. Further, if Developer, its successors and assigns, shall have not sooner dedicated the access easements to the public, and if maintenance of said roadways at public expense is available, then by resolution adopted by a two-thirds (2/3) majority of qualified votes at any annual or special meeting of the lot owners, the access easements shall become public roadways to be maintained at public expense, and the board of trustees shall from the time of public maintenance have no further rights nor responsibility with regard to maintenance of said access easements, but shall continue with its duties and powers with regard to maintenance of the vinyl fences and maintenance and cost of operation of the wells and enforcement of the terms of this Indenture.

(6) The trustees shall meet as often as they, within their discretion, determine necessary to discharge the duties imposed upon them by this Indenture. At any meeting of the trustees, a majority of such trustees shall constitute a quorum. Each such trustee shall be entitled to one vote on all business coming before the meeting, and any matter undertaken must be passed or agreed upon by a vote of a majority of said trustees, which majority vote shall bind the entire board of trustees.

(7) The trustees, in exercising the rights, powers, and privileges granted to them herein, and in discharging the duties imposed upon them by the provisions of this Indenture, may from time to time enter into contracts, employ agents, servants, and labor as they may deem necessary, obtain and/or cancel insurance, purchase any and all necessary materials, employ accountants and counsel, and institute and prosecute such suits as they deem necessary and defend suits brought against them individually or collectively in their capacities as trustees. Any lot owner serving on the board of trustees shall be personally liable only for actions, damages, or losses occasioned by intentional misconduct and/or fraud, and shall have no liability for good faith actions or inaction or good faith errors in judgment.

(8) The trustees shall be entitled to make and collect the assessments provided for hereinafter prior to undertaking the maintenance work, costs of operation, and/or enforcement of the terms of this Indenture, as the case may be, and prior to the incurring of any liability therefor.

(9) Nothing herein contained shall be construed to compel the trustees to make any payment or to incur any liability in excess of the amount which shall be in their hands as a result of assessments made against lots as hereinafter provided.

(10) The board of trustees shall have the right to receive and use for the purposes set out in this Indenture any and all sums paid to said board of trustees by Developer pursuant to the terms of Subparagraph 29(C). The board of trustees shall further have the right to assess against each of the 28 lots, and the owner of each such lot shall be liable to pay to the

board of trustees an equal annual assessment based upon a determination by the board of trustees as to the amount necessary for the labor, machinery, materials, insurance, and professional and administrative costs for said board to maintain the access easements as gravel roadways suitable for vehicular travel, to maintain the vinyl fences, and for maintenance and costs of operation of the wells on the well easements, and for enforcing the terms of this Indenture. Provided, further, the board of trustees shall have the right to increase the amount of any such annual assessment should said amount prove insufficient to cover the expenses necessary for the board of trustees to maintain the access easements, maintain the vinyl fences, maintain and pay the cost of operation of the wells, and/or enforce the terms of this Indenture. The board of trustees shall further have the right to make equal lump sum assessments against each of the 28 lots, and the owner of each such lot shall be liable to pay to the board of trustees such lump sum assessments for non-routine expenses relating to maintenance of the access easements, vinyl fences, or wells, and for enforcing the terms of this Indenture, including, but not by way of limitation, upgrade of said access easements as hard surfaced roadways pursuant to Subparagraph 29(C)(5).

(11) The annual assessment made by the board of trustees pursuant to Subparagraph 29(C)(10) immediately above shall become due and payable on the first (1st) day of July immediately following the initial meeting of the then existing owners of the 28 lots as provided for in Subparagraph 29(C), and on the same day of each consecutive year thereafter. Further, any lump sum assessment made by the board of trustees pursuant to Subparagraph 29(C)(10) immediately above shall become due and payable within thirty (30) days after the board's written invoice for same is deposited by the board in the United States mail, postage prepaid, addressed to said lot owner's last known address. From and after the date when any of the above-mentioned assessments are due and payable, any unpaid assessment shall bear interest at the rate of nine percent (9%) per annum until paid. Provided, further, that from and after the date when said assessments are due and payable, a lien for any unpaid assessment on the lot in question shall arise in favor of the board of trustees, and said trustees shall be entitled to record in the Deeds Records of the Office of the Recorder of Deeds of Lincoln County, Missouri, an instrument to impart public notice of the attachment of said lien to the lot in question. Provided, however, that such lien shall not be deemed to have priority over and shall always be deemed to be subordinate to the lien of any deed of trust, mortgage, or security agreement recorded before the recording of said assessment lien. Provided, further, that any lot conveyed by deed recorded before the recording of such lien shall likewise be deemed to have been conveyed free and clear of such lien, and such lien shall not be deemed to have attached to said lot. With respect to any assessment lien recorded in the Office of the Recorder of Deeds, upon payment in full of the delinquent assessment in question, the board of trustees shall record, at the cost of the owner of the lot in question, a release instrument. Any such liens which shall arise in favor of the board of trustees, if recorded, may be foreclosed and collected in the same manner in which the Collector of Lincoln County, Missouri, is entitled to enforce and collect real property taxes pursuant to the provisions of Chapter 140 RSMo., and any and all future amendments thereof. Provided, however, the board of trustees shall also have any and all other remedies available for collection of a delinquent debt.

With the exception of the above-mentioned elimination of Paragraph 5 and the above-mentioned amendments to Paragraphs 3, 4, and 29 of said Indenture, which amendments shall henceforth be

a part of the Indenture, said Indenture shall otherwise remain unchanged and in full force and effect, and henceforth said entire Indenture as amended shall be in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment to be signed by its President and attested by its secretary, and its corporate seal to be hereunto affixed, this 30th day of April, A.D. 2004.



A. D. Rental Properties, Inc.

By: Robert L. Dwiggins
Robert L. Dwiggins, President

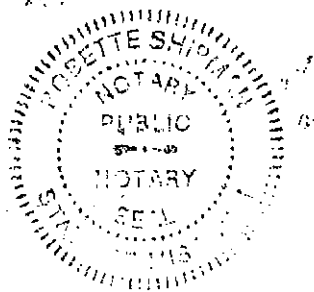
By: James D. Allen
James D. Allen,
Designated Director and Secretary

STATE OF MISSOURI)
COUNTY OF LINCOLN) SS

On this 30th day of April, A.D. 2004, before me personally appeared Robert L. Dwiggins and James D. Allen, to me personally known, who being duly sworn did say that they are President and Designated Director/Secretary, respectively, of A. D. Rental Properties, Inc., a Missouri Corporation, that the seal affixed to this instrument is the corporate seal of said corporation and that the said instrument was signed and sealed in behalf of said corporation by authority of its Shareholders and the said Robert L. Dwiggins and James D. Allen acknowledged said instrument to be the free act and deed of said corporation.

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

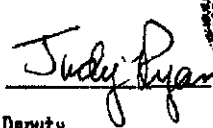
My Commission Expires: May 14, 2004.




Bobette Shipman
Bobette Shipman, Notary Public

BOBETTE SHIPMAN
Notary Public - State of Missouri
County of Lincoln
My Commission Expires May 14, 2004

State of Missouri, County of Lincoln
Recorded in Book 1815 Page(s): 0279 - 0286
12/14/2005 2:52PM Fees \$45.00
DOTTIE D. CRENSHAW, RECORDER OF DEEDS


Deputy



**SECOND AMENDMENT TO INDENTURE OF RESTRICTIONS,
COVENANTS, AND CONDITIONS
OF
CROSSROADS ESTATES SUBDIVISION**

WHEREAS, On October 24, 2003, A. D. Rental Properties, Inc., a Missouri Corporation, hereinafter referred to as "Developer", made and executed an Indenture Of Restrictions, Covenants, And Conditions Of Crossroads Estates Subdivision, the "Indenture" hereinafter, which is recorded in Book 1611, Page 448, Office of the Recorder of Deeds of Lincoln County, Missouri, and

WHEREAS, Crossroads Estates Subdivision, the "subdivision" hereinafter, the Plat for which is recorded in Plat Book 13, Page 136, Office of the Recorder of Deeds of Lincoln County, Missouri, was subjected to the Indenture, and

WHEREAS, pursuant to Paragraph 26 of said Indenture, until Developer has conveyed record title by deed to all the lots in the subdivision, Developer has reserved the absolute right, at its discretion, to change, modify, or amend, at any time in the future by written instrument recorded in the Office of the Recorder of Deeds of Lincoln County, Missouri, any of the restrictions, covenants, and conditions in the Indenture, and

WHEREAS, Developer has not yet conveyed record title by deed to all the lots in the subdivision, and

WHEREAS, Developer has elected to make the hereinafter described amendments to the Indenture, as recorded in Book 1611, Page 448, Office of the Recorder of Deeds of Lincoln County, Missouri,

NOW THEREFORE, Developer does hereby make the following amendments to the Indenture:

Paragraph 29 of said Indenture is amended to read as follows:

"29. The 50 feet wide access easements in the subdivision shall be known by the road names designated on the subdivision plat, and Developer hereby dedicates said access easements to the lot owners, their heirs and assigns, and to the hereinafter described board of trustees, its successors and assigns, as private roadways for the use of the owners of the lots in the subdivision, for the purpose of ingress and egress; provided, however, that for so long as Developer owns any of

the lots in the subdivision, Developer reserves the right, at its discretion, to dedicate all or any portion of said roadways for public use. Further, Developer will install white vinyl fences, the "vinyl fences" hereinafter, in the appropriate easements along those boundaries of the subdivision that are adjacent to Highway V and Highway W, and said vinyl fences are hereby dedicated to the hereinafter described board of trustees. Further, the water wells on each of the 4 well easements shown on the subdivision plat, the "wells" hereinafter, shall each provide water to 7 lots, the decision as to which 7 lots shall be provided water from each particular well to be made by Developer at Developer's discretion, and if not sooner made by Developer, then said decision to be made by the hereinafter described board of trustees, and Developer hereby dedicates all 4 of the well easements, together with the well and well appurtenances located on each, to the lot owners, their heirs and assigns, and to the hereinafter described board of trustees, its successors and assigns, for the purpose of providing water to each lot. Developer further dedicates the utility easements depicted on the subdivision plat for the use of the owners of all of the lots in the subdivision, their heirs and assigns, and for other respective utility companies, their successors and assigns, as their interests may appear, for the purpose of installing and maintaining utilities, including, but not by way of limitation, water, sewer, gas, electric, telephone, internet, and cable T.V. services. Said access easements, vinyl fences, and well easements shall be maintained as follows:

A. Subject to Developer's right to collect and expend the assessments provided for hereinbelow, Developer shall maintain the access easements as gravel roadways suitable for vehicular travel, shall maintain the vinyl fences, and shall maintain and pay for the cost of operation of the wells located on the well easements in the subdivision until such time as Developer has sold to other parties, whether by outright conveyance of record or by contract for deed, all of the 28 lots in the subdivision. Further, until Developer has so sold all of the 28 lots in the subdivision to other parties, and except as otherwise provided hereinafter with respect to common ownership of more than one lot, Developer may assess against each lot sold, and the owner of each such lot sold shall be liable to pay to the Developer, a \$325.00 annual assessment for use by Developer in maintaining the access easements, maintaining the vinyl fences, and maintaining and paying for the cost of operation of the wells located on the well easements in the subdivision. Provided, however, that notwithstanding the foregoing sentence, during any time that more than one lot is held in common ownership ("common ownership" to be construed to mean title to each lot being vested in the exact same name or entity), if all said lots so commonly owned are contiguous and no more than one single family residential dwelling has been erected on the combined lots (subject always to the provisions of Paragraph 2 of the Indenture limiting each lot to one single family residential dwelling and the provisions of Paragraph 6 of the Indenture with respect to location of any such dwelling house), then Developer may assess against all such lots, and the common owner of all such lots shall be liable to pay Developer only one such \$325.00 annual assessment for use by Developer in the above-described maintenance and operation, except that at such time, if any, as additional single family residential dwellings are erected on the lots (subject always to the provisions of Paragraph 2 of the Indenture limiting each lot to one single family residential dwelling and the provisions of Paragraph 6 of the Indenture with respect to location of any such dwelling house), then Developer may assess against each such additional lot upon which a single family residential dwelling is erected a \$325.00 annual assessment, despite the common ownership of said lots, and the owner of each such lot shall be liable to pay Developer the above-mentioned \$325.00 annual assessment for each such lot, with the assessment to come due on the July 1st immediately following the date ground has been broken for each such additional dwelling. Provided, further, that at such time, if any, as common ownership of any lots is severed, any such lots no longer held in common ownership

shall be fully subject to the annual assessment, the pro-rated portion thereof to be paid to Developer from the date common ownership is severed through the ensuing July 1st. Further, the assessments set out herein with respects to lots in which there is common ownership shall be fully subject to the provisions of Paragraph 29(B) hereinbelow. Developer may use the assessments collected for labor, machinery, and materials (including the reasonable value of Developer's own labor and material and use of Developer's own machinery) to maintain said access easements as gravel roadways suitable for vehicular travel, to maintain the vinyl fences, and to maintain and pay for the cost of operation of the wells. Notwithstanding the foregoing, Developer shall have no liability to the owners of any of the lots or the hereinafter described board of trustees for any failure to collect the above-mentioned annual assessments and/or for the manner in which said assessments are expended or used. Further, Developer shall have no liability to account to the owners of any of the lots or the hereinafter described board of trustees concerning collection or expenditure of said assessments.

B. Each such assessment made by Developer pursuant to Subparagraph 29(A) immediately above shall become due and payable on July 1st of each year until the date when Developer shall have sold to other parties all of the 28 lots in the subdivision. Provided, further, at the closing on the sale of each lot by Developer, the purchaser shall pay to Developer the pro-rated portion of said annual assessment for the period from the purchase date through the ensuing July 1st. The purchaser shall likewise pay the annual assessment on July 1st of each consecutive year thereafter. From and after the date when said assessments are due and payable, any unpaid assessment shall bear interest at the rate of nine percent (9%) per annum until paid. Provided, further, that from and after the date when said assessments are due and payable, a lien for any unpaid assessment on the lot in question shall arise in favor of Developer, and Developer shall be entitled to record in the deed records of the Office of the Recorder of Deeds of Lincoln County, Missouri, an instrument to impart public notice of the attachment of said lien to the lot in question. Provided, however, that such lien shall not be deemed to have priority over and shall always be deemed to be subordinate to the lien of any deed of trust, mortgage, or security agreement recorded before the recording of said assessment lien. Provided, further, that any lot conveyed by deed recorded before the recording of such lien shall likewise be deemed to have been conveyed free and clear of such lien, and such lien shall not be deemed to have attached to said lot. With respect to any assessment lien recorded in the Office of the Recorder of Deeds, upon payment in full of the delinquent assessment in question, the Developer shall record, at the cost of the owner of the lot in question, a release instrument. Any such liens which shall arise in favor of Developer, if recorded, may be foreclosed and collected in the same manner in which the Collector of Lincoln County, Missouri, is entitled to enforce and collect real property taxes pursuant to the provisions of Chapter 140 RSMo., and any and all future amendments thereof. Provided, however, Developer shall also have any and all other remedies available for collection of a delinquent debt. Notwithstanding the foregoing, Developer shall have no liability to the owners of any of the lots or the hereinafter described board of trustees for any failure to collect the above-mentioned annual assessments.

C. After Developer has sold to other parties, whether by outright conveyance of record or by contract for deed, all of the 28 lots in the subdivision, Developer shall have no further obligation to maintain the access easements and vinyl fences in said subdivision, nor to maintain and pay for the cost of operation of the wells and shall have no further liability therefor. Further, on the second Saturday in June next following the date upon which Developer has so sold all of the 28 lots to other parties, there shall be an initial meeting of the then existing owners of the 28 lots (with those holding a contract vendee's interest in a lot under a contract for deed to be deemed a lot owner

hereinafter), at which meeting a board of trustees shall be established for the purpose of maintaining the access easements, maintaining the vinyl fences, maintaining the wells and paying for the cost of operation thereof, and enforcing the terms of this Indenture. Subject to the provisions of Subparagraph 29(A) hereinabove, Developer shall provide information at said meeting as to any and all funds remaining from Developer's collection of the annual assessments provided for in said Subparagraph 29(A), and Developer shall further within ten (10) days after this initial meeting pay over to the board of trustees herein established all of the said funds remaining from Developer's collection of said annual assessments. Minutes of said initial meeting shall be made and kept. All meetings of said lot owners, including the initial meeting, and said board of trustees shall be governed by and subject to the following provisions:

(1) The board of trustees shall consist of five (5) persons, each of whom owns at least one of the 28 lots. The first five (5) trustees shall be elected at the initial meeting of said lot owners, and two (2) trustees shall be elected to serve a term of three years, two (2) trustees shall be elected to serve a term of two years, and one (1) trustee shall be elected to serve a term of one year. Each trustee elected thereafter shall serve for a term of three years and until his successor shall have been elected and qualified.

(2) In the event any trustee shall die, decline to act, or become disabled or incapacitated, then the remaining trustees shall appoint a successor until a replacement trustee can be elected at the next annual meeting of lot owners.

(3) After the initial meeting of the owners of said 28 lots, a meeting of the then existing lot owners shall thereafter be held annually on the second Saturday in June for the purpose of electing trustees and to transact any other business relating to maintaining the access easements, maintaining the vinyl fences, maintaining the wells and paying for the cost of operation thereof, and enforcing the terms of this Indenture. Notice setting forth the time and place of such meeting shall be given by the board of trustees by mail to each such lot owner at such lot owner's last known address at least ten (10) days prior to the date of such meeting. A special meeting of said lot owners may also be called by the trustees upon their own motion or upon petition of 8 lot owners (common owners of multiple lots to be counted as one owner only with respect to the number of owners so petitioning), and notice of the meeting shall be given by the board of trustees as provided for hereinabove. Any such special meeting shall be limited to matters reasonably related to maintaining the access easements, maintaining the vinyl fences, maintaining the wells and paying for the cost of operation thereof, and enforcing the terms of this Indenture. At the initial meeting and at all annual and special meetings thereafter, except as otherwise provided hereinafter with respect to common ownership of more than one lot, in all votes taken, each lot shall represent one vote. Provided, however, that notwithstanding the foregoing sentence, during any time that more than one lot is held in common ownership, if all said lots so commonly owned are contiguous and no more than one single family residential dwelling has been erected on the combined lots (subject always to the provisions of Paragraph 2 of the Indenture limiting each lot to one single family residential dwelling and the provisions of Paragraph 6 of the Indenture with respect to location of any such dwelling house), then all such lots shall be combined to represent but one vote, except that at such time, if any, as additional single family residential dwellings are erected on the lots (subject always to the provisions of Paragraph 2 of the Indenture limiting each lot to one single family residential dwelling and the provisions of Paragraph 6 of the Indenture with respect to location of any such dwelling house), then each such additional lot upon which a single family residential dwelling is

erected shall from and after the second Saturday in June immediately following the date ground is broken for said dwelling represent one vote. Provided, further, that at such time as common ownership of any lots is severed, any such lots no longer held in common ownership shall represent one vote from and after the second Saturday in June immediately following the date common ownership is severed. Trustees shall be elected by a simple majority vote, and except as provided for hereinafter, any other matters undertaken at a meeting shall require the vote of a simple majority. No proxy or absentee vote shall be allowed or counted. Any lot upon which there is any delinquent assessment shall not qualify for a vote, and no such vote shall be made or counted. Minutes shall be made and kept at all annual and special meetings of said lot owners.

(4) At the annual meeting of said lot owners, trustee(s) shall be elected to replace the existing trustee(s) whose term is simultaneously expiring, as well as any trustee who must be elected to take the place of a trustee who has died, declined to act, or become disabled or incapacitated.

(5) The board of trustees shall be responsible for and vested with the power to maintain the access easements, to maintain the vinyl fences, to maintain and pay for the cost of operation of the wells, and on a nonexclusive basis, to enforce the terms of this Indenture. Except as provided for hereinafter, the access easements shall be maintained as gravel roadways suitable for vehicular travel. Provided, however, that by resolution adopted by a two-thirds (2/3) majority of qualified votes at any annual or special meeting of the owners of the 28 lots, the access easements shall be upgraded to hard surfaced roadways and prospectively maintained as such by the trustees. Further, if Developer, its successors and assigns, shall have not sooner dedicated the access easements to the public, and if maintenance of said roadways at public expense is available, then by resolution adopted by a two-thirds (2/3) majority of qualified votes at any annual or special meeting of the lot owners, the access easements shall become public roadways to be maintained at public expense, and the board of trustees shall from the time of public maintenance have no further rights nor responsibility with regard to maintenance of said access easements, but shall continue with its duties and powers with regard to maintenance of the vinyl fences and maintenance and cost of operation of the wells and enforcement of the terms of this Indenture.

(6) The trustees shall meet as often as they, within their discretion, determine necessary to discharge the duties imposed upon them by this Indenture. At any meeting of the trustees, a majority of such trustees shall constitute a quorum. Each such trustee shall be entitled to one vote on all business coming before the meeting, and any matter undertaken must be passed or agreed upon by a vote of a majority of said trustees, which majority vote shall bind the entire board of trustees.

(7) The trustees, in exercising the rights, powers, and privileges granted to them herein, and in discharging the duties imposed upon them by the provisions of this Indenture, may from time to time enter into contracts, employ agents, servants, and labor as they may deem necessary, obtain and/or cancel insurance, purchase any and all necessary materials, employ accountants and counsel, and institute and prosecute such suits as they deem necessary and defend suits brought against them individually or collectively in their capacities as trustees. Any lot owner serving on the board of trustees shall be personally liable only for actions, damages, or losses occasioned by intentional misconduct and/or fraud, and shall have no liability for good faith actions or inaction or good faith errors in judgment.

(8) The trustees shall be entitled to make and collect the assessments provided for hereinafter prior to undertaking the maintenance work, costs of operation, and/or enforcement of the terms of this Indenture, as the case may be, and prior to the incurring of any liability therefor.

(9) Nothing herein contained shall be construed to compel the trustees to make any payment or to incur any liability in excess of the amount which shall be in their hands as a result of assessments made against lots as hereinafter provided.

(10) The board of trustees shall have the right to receive and use for the purposes set out in this Indenture any and all sums paid to said board of trustees by Developer pursuant to the terms of Subparagraph 29(C). Except as otherwise provided hereinafter with respect to common ownership of more than one lot, the board of trustees shall further have the right to assess against each of the 28 lots, and the owner of each such lot shall be liable to pay to the board of trustees an equal annual assessment based upon a determination by the board of trustees as to the amount necessary for the labor, machinery, materials, insurance, and professional and administrative costs for said board to maintain the access easements as gravel roadways suitable for vehicular travel, to maintain the vinyl fences, and for maintenance and costs of operation of the wells on the well easements, and for enforcing the terms of this Indenture. Provided, further, the board of trustees shall have the right to increase the amount of any such annual assessment should said amount prove insufficient to cover the expenses necessary for the board of trustees to maintain the access easements, maintain the vinyl fences, maintain and pay the cost of operation of the wells, and/or enforce the terms of this Indenture. Except as otherwise provided hereinafter with respect to common ownership of more than one lot, the board of trustees shall further have the right to make equal lump sum assessments against each of the 28 lots, and the owner of each such lot shall be liable to pay to the board of trustees such lump sum assessments for non-routine expenses relating to maintenance of the access easements, vinyl fences, or wells, and for enforcing the terms of this Indenture, including, but not by way of limitation, upgrade of said access easements as hard surfaced roadways pursuant to Subparagraph 29(C)(5). Provided, however, that notwithstanding the foregoing provisions, during any such time more than one lot is held in common ownership, if all said lots so commonly owned are contiguous and no more than one single family residential dwelling has been erected on the combined lots (subject always to the provisions of Paragraph 2 of the Indenture limiting each lot to one single family residential dwelling and the provisions of Paragraph 6 of the Indenture with respect to location of any such dwelling house), then in setting the "equal annual assessment" and/or making "equal lump sum assessments" for non-routine expenses, all as provided for hereinabove, the board of trustees shall count such multiple lots as but one lot out of the total. Further, the board of trustees may assess against all such lots, and the common owner of all such lots shall be liable to pay to the board of trustees only one such annual assessment and/or lump sum assessment, except that at such time, if any, as additional single family residential dwellings are erected on the lots (subject always to the provisions of Paragraph 2 of the Indenture limiting each lot to one single family residential dwelling and the provisions of Paragraph 6 of the Indenture with respect to location of any such dwelling house), then the board of trustees in setting the "equal annual assessment" and/or the "equal lump sum assessment" shall count each such additional lot upon which a single family residential dwelling is erected as a separate lot out of the total, despite the common ownership of said lots. Further, the board of trustees shall have the right to assess against each such additional lot, and the owner of each such lot shall be liable to pay to the board of

trustees the said annual assessment and/or lump sum assessment established against each such lot, despite the common ownership. Provided, further, that in establishing the "equal annual assessment" and/or the "equal lump sum assessment" the board of trustees shall count as a separate lot of the total each such lot upon which ground has been broken for erection of said single family residential dwelling on or before the date said equal annual assessment and/or equal lump sum assessment is established by said board of trustees, and the owner of each such lot shall then and thereafter be liable to pay said annual assessment and/or lump sum assessment when due to the board of trustees, despite common ownership of said lots. Provided, further, that at such time, if any, as common ownership of any lots is severed, any such lots no longer held in common ownership shall be fully subject to being counted by the board of trustees as a separate lot out of the total in setting the "equal annual assessment" and/or making the "equal lump sum assessment" as provided for herienabove, and the board of trustees may assess said equal annual assessment and/or equal lump sum assessment against any such lots of which common ownership has been severed on or before the date said equal annual assessment and/or equal lump sum assessment is established by the board of trustees. Further, the assessments set out herein with respect to lots in which there is common ownership shall be fully subject to the provisions of Paragraph 29(C)(11) hereinbelow.

(11) The annual assessment made by the board of trustees pursuant to Subparagraph 29(C)(10) immediately above shall become due and payable on the first (1st) day of July immediately following the initial meeting of the then existing owners of the 28 lots as provided for in Subparagraph 29(C), and on the same day of each consecutive year thereafter. Further, any lump sum assessment made by the board of trustees pursuant to Subparagraph 29(C)(10) immediately above shall become due and payable within thirty (30) days after the board's written invoice for same is deposited by the board in the United States mail, postage prepaid, addressed to said lot owner's last known address. From and after the date when any of the above-mentioned assessments are due and payable, any unpaid assessment shall bear interest at the rate of nine percent (9%) per annum until paid. Provided, further, that from and after the date when said assessments are due and payable, a lien for any unpaid assessment on the lot in question shall arise in favor of the board of trustees, and said trustees shall be entitled to record in the Deeds Records of the Office of the Recorder of Deeds of Lincoln County, Missouri, an instrument to impart public notice of the attachment of said lien to the lot in question. Provided, however, that such lien shall not be deemed to have priority over and shall always be deemed to be subordinate to the lien of any deed of trust, mortgage, or security agreement recorded before the recording of said assessment lien. Provided, further, that any lot conveyed by deed recorded before the recording of such lien shall likewise be deemed to have been conveyed free and clear of such lien, and such lien shall not be deemed to have attached to said lot. With respect to any assessment lien recorded in the Office of the Recorder of Deeds, upon payment in full of the delinquent assessment in question, the board of trustees shall record, at the cost of the owner of the lot in question, a release instrument. Any such liens which shall arise in favor of the board of trustees, if recorded, may be foreclosed and collected in the same manner in which the Collector of Lincoln County, Missouri, is entitled to enforce and collect real property taxes pursuant to the provisions of Chapter 140 RSMo., and any and all future amendments thereof. Provided, however, the board of trustees shall also have any and all other remedies available for collection of a delinquent debt.

The above-mentioned amendments to said Indenture shall henceforth be a part thereof, and said Indenture and any previous amendments thereto not in conflict with or contrary to the hereinabove amendments shall remain otherwise unchanged and in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment to be signed by its President and attested by its secretary, and its corporate seal to be hereunto affixed, this 13 day of December, A.D. 2005.

A. D. Rental Properties, Inc.

By: Robert L. Dwiggins
Robert L. Dwiggins
President and Designated Director

By: James P. Heitman
James P. Heitman, Secretary

STATE OF MISSOURI)
COUNTY OF LINCOLN) SS

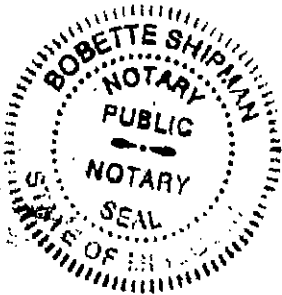
On this 13th day of December, A.D. 2005, before me personally appeared Robert L. Dwiggins and James P. Heitman, to me personally known, who, being by me duly sworn did say that they are President/Designated Director and Secretary, respectively, of A. D. Rental Properties, Inc., a Missouri Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Shareholders, and the said Robert L. Dwiggins and James D. Allen acknowledged said instrument to be the free act and deed of said corporation.

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

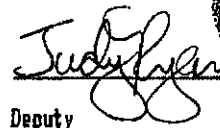
My Commission Expires: May 14, 2008.


Bobette Shipman
Bobette Shipman, Notary Public

BOBETTE SHIPMAN
Notary Public - State of Missouri
County of Lincoln
My Commission Expires May 14, 2008



State of Missouri, County of Lincoln
Recorded in Book 2189 Page(s): 0969 - 0971
04/04/2011 10:44AM Fees \$30.00
DOTTIE D. CRENSHAW, RECORDER OF DEEDS


Deputy



(Space above reserved for Recorder of Deeds certification)

Title of Document: *Third Amendment to Indenture of Covenants, Conditions and Restrictions of Crossroads Estates*

Date of Document: *March 29, 2011*

Grantor(s): *A. D. Rental Properties, Inc.*

Grantees(s): *The Public*

Mailing Address(s):

Legal Description: *Lot 7 and 8 of Crossroads Estates, Lincoln County, Missouri*

Reference Document # Book 1611 page 448, Book 1658 page 832, Book 1815 page 279 and Plat Book 13 page 136, Lincoln County Deed Records.

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document).

Lincoln County, Missouri

**THIRD AMENDMENT to INDENTURE of COVENANTS, CONDITIONS, AND
RESTRICTIONS OF
CROSSROADS ESTATES SUBDIVISION**

WHEREAS, On March 29, 2011, A.D. Rental Properties, Inc., A Missouri Corporation, hereinafter referred to as "Developer" pursuant to its authority while they still own 7 lots, to amend by written instrument any Covenants, Conditions, and Restrictions of Crossroads Estates Subdivision as recorded in Book 1611 page 448, and as amended in Book 1658 page 832 and Book 1815 page 279, Lincoln County Deed Records..


Whereas the plat of Crossroads Estates, which is recorded in Plat Book 13, Page 136, Office of the Recorder of Deeds of Lincoln County, Missouri, Lincoln County, Missouri, shows Lots 7 and 8 as distinct lots and

Whereas, the current owner of Lot 7 and Lot 8, Tobi L. LoGrasso, is desirous of building a home on what is currently the boundary line between Lots 7 and 8;

NOW THEREFORE, by reason of Developer authority, the Developer obliterates the boundary line between Lots 7 and 8 and renames the lot as Lot 7 and eliminates any Lot 8 from the subdivision:

As a result, the purchaser, Tobi L. Lograsso, may build a residence on the prior boundary line. Further with respect to the new Lot 7 there will be only one assessment on the current Lot 7 as set out and determined herein, there will be no further assessment on the Lot previously known as Lot 8.

A. D. Rental Properties, Inc.

By: 
Judith E. Dwiggin, President

Attest:


James P. Heitman, Secretary

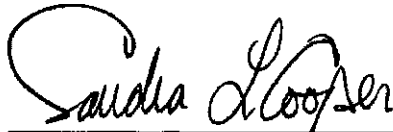
Lincoln County, Missouri

STATE OF MISSOURI)
) SS
COUNTY OF LINCOLN)

On this 29th day of March, 2011, before me personally appeared Judith E. Dwiggin, President and James P. Heitman, Secretary, to me known, who, being by me duly sworn, did say that they are the President and Secretary of A. D. Rental Properties, Inc., a Corporation of the State of Missouri, and that said instrument was signed in behalf of said Corporation by authority of its Board of Directors and said President acknowledged said instrument to be the free act and deed of said Corporation.

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

SANDRA L. COOPER
Notary Public - Notary Seal
STATE OF MISSOURI
Lincoln County
My Commission Expires: 6-16-2014
Commission # 10536469



Notary Public

Prepared By:
The Burkemper Law Firm, LLC
P.O. Box 209, Troy, Mo 63379

Lincoln County, Missouri