

TRUST INDENTURE AND RESTRICTIVE COVENANTS
AND CONDITIONS PERTAINING TO A SUBDIVISION
OF LAND IN RALLS COUNTY, MISSOURI

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, The Old Farm, Inc., a Missouri Corporation, is the owner of certain real property located in Ralls County, Missouri, and described as follows, to-wit:

A tract of land lying in part of the West Half (W-1/2) of the Southwest Quarter (SW-1/4) of Fractional Section Four (4) and part of the East Half (E-1/2) of the Southeast Quarter (SE-1/4) of Fractional Section Five (5), Township Fifty-Five (55) North, Range Seven (7) West of the Fifth Principal Meridian, Ralls County, Missouri, and being more fully described as follows, to-wit: Beginning at a government monument set for the Southeast corner of said Section Five (5), thence North 89 degrees 07 minutes and 42 seconds West 1335.84 feet along the South line of said Section Five (5); thence North 00 degrees 23 minutes and 28 seconds East 1650.47 feet to a government monument; thence South 88 degrees 31 minutes and 38 seconds East 990.59 feet to a government monument at the Southwest corner of Hidden Lake Woods Subdivision; thence along the South line of said Hidden Lake Woods Subdivision South 88 degrees 32 minutes and 56 seconds East 338.82 feet to the line dividing said Sections Four (4) and Five (5); thence North 46 degrees 30 minutes and 21 seconds East 508.82 feet along the South line of said Subdivision; thence North 88 degrees 10 minutes and 55 seconds East 929.00 feet along the South line of said Hidden Lake Woods Subdivision to the East line of the West Half (W-1/2) of the Southwest Quarter (SW-1/4) of said Section Four (4); thence South 00 degrees, 11 minutes and 38 seconds West 2032.79 feet along said East line to a point on the South line of said Section Four (4); thence North 89 degrees 16 minutes and 29 seconds West 1295.43 feet along said South line to the true point of beginning, containing 108.46 acres, more or less, excepting that portion now being used for County Road purposes.

WHEREAS, this Indenture made and entered into this 8th day of January, 1987, by and between The Old Farm, Inc., Party of the First Party, hereinafter referred to as "GRANTOR", and Richard H. Lawler, Party of the Second Party, hereinafter referred to as "TRUSTEE", being the TRUSTEE of the Old Farm Trusteeship, and

WHEREAS, the GRANTOR is in the process of developing said land into a subdivision for living and recreational purposes and developing a lake and other facilities for the recreational enjoyment of the future property owners in said development, which said development shall be known as "OLD FARM"; and

WHEREAS, the GRANTOR is desirous of promoting and enhancing the value of said tracts of land by stabilizing values and establishing recreational and related facilities therein; and

WHEREAS, the GRANTOR believes the creation of a Trust of certain of the property rights in said tract and the establishment of certain use restrictions is the most beneficial means of accomplishing this purpose; and

WHEREAS, it is the purpose and intention of this Indenture to preserve said property as a restricted residential and recreational neighborhood to protect the same against certain uses by the adoption of a common neighborhood plan and scheme of restriction; to apply that plan of restriction, not only to all of the land and every parcel thereof that may be sold from time to time, but also in favor of all other parcels within the area in the hands of the present or subsequent owners thereof, and to mutually benefit, guard and restrict the present and/or future title holders or occupants of any and all said parcels and to foster the health, welfare and safety of all who own tracts or who reside in said area; and

WHEREAS, it is the further purpose and intention of this Indenture that all the requirements and duties imposed by the Missouri Clean Water Law, Chapter 204, Revised Statutes of Missouri, and all standards, rules and regulations adopted pursuant thereto and permits and orders issued there under applicable to the Subdivision be complied with all other applicable provisions of law, federal, state, local, and that restrictive covenants be adopted to that end, and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are hereafter termed "Restrictive Covenants" or "Restrictions", are jointly and severally for the benefit of all persons or entities who may purchase, hold or own, from time to time, any of the several tracts covered by this instrument, and are intended to run with the land.

NOW, THEREFORE, in consideration of the premises under the mutual promises, covenants and agreements contained herein and the sum of Ten Dollars (\$10.00) to the Party of the First Part in hand paid by the Party of the Second Part, the receipt of which is hereby acknowledged, and, further, in consideration of the advantages to accrue to the Party of the First Part, as well as to the future owners of the said tracts into which the property above described may be subdivided, and with the agreement and consent of the Party of the Second Part to act as TRUSTEE hereunder, the Party of the First Part agrees as follows:

Party of the First Part or the GRANTOR, shall contemporaneously with the recording of this document, grant, bargain, sell, convey, transfer, assign and set over unto said TRUSTEE, his successors and assigns, all and singular and with the several strips and parcels of land which are to be delineated and set apart as drives, lanes, trails, circles, streets, roads, and common areas on said Plat of said Subdivision, together with lakes, dams, and related facilities, the said GRANTOR, upon the consideration heretofore recited, does also hereby agree to create, reserve and transfer, assign and grant unto the said TRUSTEE easements for the purpose set forth in Article III hereof, over, across, through and under all of the lots in said Subdivision as marked out and set out on said Plat to be filed for the Subdivision of said land, including all easements, roadways and trails. To have and to hold, all of the foregoing to the TRUSTEE, his successors and assigns, in trust, upon the uses a d' purposes, for the term and upon the conditions hereinafter set forth in this Indenture. As used herein, the word "TRUSTEE" shall mean either a single TRUSTEE or joint TRUSTEES.

ARTICLE I ORGANIZATION OF TRUSTEESHIP

1. The original TRUSTEE herein named shall serve a term ending on December 31, 1996, or until his successor or successors shall be elected. In the event of the death, resignation or inability of the herein named TRUSTEE to serve in that capacity prior to the expiration of his term, his successor or successors shall be named by a voting majority of the tract owners who shall select and appoint a TRUSTEE or TRUSTEES to fill the unexpired term.

A Successor TRUSTEE or TRUSTEES, except in the case of filling a vacancy, shall be elected for a term of three (3) years each, but a Successor TRUSTEE elected to fill a vacancy shall be elected in the manner hereinabove provided.

2. There shall be an annual meeting of tract owners at a convenient place in Ralls or Monroe County, Missouri, for the transaction of such business as may properly come before said meeting, on the first Saturday in July in each year, beginning in the year 1988, and each year thereafter. Notice of the date, time and place of said meeting shall be given by mailing to each tract owner a letter setting forth the date, time and place of said annual meeting to the last known address of each tract owner. Special meetings of tract owners shall be subject to the same notice requirements. Notice must be posted at least ten (10) days prior to the date of the meeting.

3. The successor or successors to the TRUSTEE or TRUSTEES whose term has expired shall be elected by the tract owners at the annual meeting and the owner or owners of each tract shall be entitled to one (1) vote for each full tract owned, which vote may be cast in person or by proxy. The person or persons receiving the highest number of votes or ballots shall be deemed elected and shall, upon his or their acceptance in writing, at once and by force of this Indenture, succeed and shall be vested with, and possessed of all of the estate, rights, interests, privileges and powers by this Indenture granted, to his or their predecessor or predecessors. Any tract owner who has failed to pay any assessment due and payable shall not be entitled to vote at any annual or special meeting as provided for above. In the event any TRUSTEE named herein or elected hereunder, with the exception of the original TRUSTEE (who shall be replaced as set forth in Paragraph 1 of this Article), shall die, resign, or become incompetent for whatever reason to discharge the duties and avail himself or herself of or exercise the rights and powers granted herein or bestowed upon him or them as TRUSTEE or TRUSTEES under this Indenture, then and thereupon, it shall be the duty of the survivor or remaining TRUSTEES to select the successor to fill the unexpired term of such deceased or incompetent TRUSTEE or TRUSTEES. Any business relevant or pertinent to the affairs of the Old Farm property, or subdivision thereof, may and shall be transacted at any annual or special meeting described above. A majority of the tract owners shall constitute a quorum at the respective meeting of each.

4. At any election or vote of any kind of tract owners, the owners of tracts (1) through (21)(17) shall be entitled to **(All changes in this paragraph took place with amendment 2 on 1/7/97) a vote/one vote per tract. The owners of tracts A, B, C and D shall not be entitled to a vote. The owner of Tract A as shown on the original Plat shall not be entitled to a vote.** For the purposes of this Trust Indenture, no person shall be considered as the owner of a tract and entitled to vote or to pay assessments until fee simple title of said tract shall be conveyed to him by Warranty Deed, duly recorded. **Provided, however, that the provisions of this exception shall be subject to the provisions of Article III, Section 3.**

5. At each annual meeting the TRUSTEE or TRUSTEES shall render an accounting of all monies received, disbursed and held by them during and at the end of the preceding calendar year.

ARTICLE II RIGHTS AND POWERS OF THE TRUSTEESHIP

1. The Trusteeship is a legal entity and shall have the capacity and right to sue as such and shall have the right to enforce, either in the Trustee's own name or in the name of any owner within the Subdivision, any and all Restrictive Covenants and Restrictions which may now or which may hereafter be imposed on any of the tracts in the Old Farm Subdivision, either in the form as originally placed or as subsequently amended. It is the intention of the GRANTOR, and it does so declare, that the TRUSTEE named in this instrument shall be the TRUSTEE for the entire Old Farm property and for any portion thereof.

2. The TRUSTEE shall have the power to construct, reconstruct, improve, contract for, and maintain or repair

streets or roadways of any kind or quality upon the several strips of land herein conveyed or to be conveyed to him as the property is subdivided and which are designated on said Plat as streets, drives, lanes, trails, roads, and walkways, and to repair and maintain any dams, lakes and related facilities to be constructed on the common areas of the above-described property.

3. The TRUSTEE shall have the right and power to provide for the plowing or removal of snow from the aforesaid streets, roadways and trail ways.

4. The TRUSTEE shall have the right and power to plant, care for, spray, trim, protect and replant shrubbery and sow and resow, trim or care for grass in and upon the drives, streets, lanes and roads herein conveyed to him or to be conveyed, or in or upon the other areas of the Subdivision.

5. The TRUSTEE shall have the right and power to provide lights in or on all drives, lanes, circles, streets and roads, and on or at all gateways or entrances, or in such other places in or about the area covered by this Indenture as may in his judgment be deemed appropriate.

6. The TRUSTEE shall have the right and power to grant easements in, over, along and under the streets, drives, lanes, trails or roads conveyed to him for any of the purposes set out in herein.

In addition to the foregoing rights and powers, the TRUSTEE shall have the right and power to grant right-of-way easements to electric, telephone and other utilities in order to permit them to place, replace, construct, reconstruct, operate, repair, maintain and relocate thereon, and in or upon all streets, roads or highways abutting said lands, either above ground or under ground, or in a combination of both a transmission or distribution line or system for the purpose of furnishing the service to the above described premises, and to extend said line in the future as separate tracts are sold to enable the utilities to furnish service to such tracts and the right to have ingress and egress to such tracts from and over the above described lands; for doing anything necessary or useful for the enjoyment of the easements granted; to cut and trim trees and shrubbery to the extent necessary to keep them clear of said line or systems; and to cut down from time to time all dead, weak, Leaning or dangerous trees that are tall enough to strike the wires in falling. Walkways and trails may be set up and established by the TRUSTEE and maintained by the TRUSTEE for the use of the tract owners, present and future. of the Subdivision.

7. The TRUSTEE shall have the right and power to construct, to operate, to lease, to purchase, or in any other manner to construct or provide for sewers or sewage or wastewater disposal facilities. Drainage, water, gas, electricity, street lighting, telephone service, or fire protection facilities, to serve all or any part of said above-described tracts. Either in their present state or as subdivided, subject to all the provisions of applicable law. Federal, state and local. Including, but not limited to, Missouri Clean Water Law, Chapter 204, Revised Statutes of Missouri, and the regulations adopted pursuant thereto.

In providing for such services or facilities, the TRUSTEE may himself make use of, or he may convey, transfer, or assign, in whole or in part, his rights in and to the easements created by this Indenture, or easements created and set out on the Plat of the Subdivision of the above-described property.

8. The TRUSTEE shall have the power to provide for and maintain tennis courts, playgrounds, gateways, entrances, drinking fountains, lakes and related facilities, streams, and other ornamental or recreational features in said Subdivision on any lands set aside for the general and common use of the owners of the tracts in said Subdivision or to which the said owners have duties and powers of the TRUSTEE as described herein and for the further purpose of enabling the TRUSTEE to defend and enforce the Restrictive Covenants as hereinafter described. Provided, however, that tracts B, C and D shall not be so assessed, said tracts being subject to all Restrictions and Covenants of the Subdivision, but having no access or rights to the recreational common areas of the Subdivision. . The TRUSTEE shall have the rights and powers to construct and maintain such boat dock facilities as he may deem necessary for the use and benefit of the tracts in said Subdivision on the common areas of the property above-described. The TRUSTEE shall further have the power to regulate and determine the size of motors, if any, to be used upon any lakes which might be placed upon the common areas of the property above-described.

9. The TRUSTEE shall have the right and power to care for and maintain any and all vacant tracts and the common areas of the Subdivision, to remove weeds and cut grass thereon, to pick up and remove there from loose materials, trash and rubbish of all kinds, and to do any thing and all other things necessary and desirable in the judgment of the TRUSTEE to keep such vacant tracts and common areas neat in appearance and in good order. After construction of improvements on a tract, if a tract owner does not mow and keep his tract free of weeds, the TRUSTEE reserves the right to mow and clean up said tract and to charge such owner a reasonable fee for this service. In addition, the TRUSTEE shall have the right to cause all wastewater disposal facilities to be pumped so as to assure compliance with the Missouri Clean Water Law, Regulations and Standards. Failure to pay the charge where it has become necessary to mow and clean said tract or to pump said waste water and sewage shall give the right to the TRUSTEE, or his agent, to place a lien against the property for this service and to collect therefore in an action and debt. The TRUSTEE shall also have the right to remove debris, trash, or any unsightly accumulation of materials or junk from tracts upon giving tract owners 30 days prior written notice of his intent to do so.

10. The TRUSTEE shall cause to be operated and maintained a sewage system for the disposal of wastewater in a manner approved by the applicable regulatory agencies. This system may serve both Old Farm, and Hidden Lake Woods, an adjoining subdivision. The lagoon and treatment facilities will be located on the ground designated as common area, which adjoins the Hidden Lake Woods Subdivision.

11. The TRUSTEE shall maintain adequate liability insurance and shall further maintain casualty insurance on all insurable common facilities placed in his charge. The TRUSTEE will pay all of said insurance from the assessment fund generated pursuant to Article III.

12. The TRUSTEE shall have the power to maintain bank accounts for the deposit of the monies collected pursuant to Article III and shall disburse same for the payment of expenses incurred in the administration of this Trust.

13. The TRUSTEE shall have the authority to grant to the GRANTOR, its successors and assigns, an easement to use the roadway system and other common facilities of Old Farm in conjunction with the development of other subdivisions on any grounds adjacent to Old Farm provided that said development is consistent with the character and general nature of the development of Old Farm.

(Added with amendment 2 on 1/7/97) 14. Trustee shall have the power to designate common areas for the sole and exclusive benefit of one or more designated Lots or Tracts. In the event that common areas are in fact designated for the sole and exclusive benefit of one or more Lots and Tracts, then the owners of other Lots or Tracts will not be responsible for the expense of maintaining such designated common areas. If such designated common areas should contain a dam and lake, then the owners of the benefited Lots and Tracts shall indemnify the Trustee and the trusteeship for all liability concerning such designated dams and lakes.

ARTICLE III ASSESSMENTS BY THE TRUSTEE

1. The TRUSTEE and his successors are hereby authorized, empowered and granted the right to make assessments upon and against the said several tracts and said parcels of land in the Subdivision for the purpose and at the rates and on the conditions hereinafter provided.

a. To make uniform annual assessments (except as hereinafter provided) of One Hundred **Dollars (Changed in the Homeowners meeting on July 17, 2004) (\$100.00) (\$200.00) to be reviewed each year at the homeowners meeting**, per tract per year upon and against the several tracts or parcels of land in said Subdivision for the purpose of carrying out the general assessments. The TRUSTEE may institute proceedings to foreclose any lien imposed by the failure to pay assessments under this instrument in a Court of competent jurisdiction.

b. To make special assessments, if, at any time, the TRUSTEE shall consider it necessary to make any expenditures requiring an assessment, in addition to the assessments as above provided. In such event, the TRUSTEE shall transmit in writing to the tract owners, for their approval, an outline of the plan for the project contemplated in the estimated amount required for completion of same and the total assessment required. If such project and the assessment so stated be approved at the meeting of the tract owners, duly called and held in the manner provided by the TRUSTEE, by Fifty-One Percent (51%) majority vote of the owners of all tracts, the TRUSTEE shall notify all owners of said tracts of the additional assessment. At no time shall any special assessment exceed One Hundred Dollars (\$100.00) per tract per year. It is expressly understood and agreed that no assessments and special assessments shall be made against tracts owned by Old Farm, Inc., the developer of this property.

2. All assessments either general or special, made by the TRUSTEE for the purposes herein enumerated shall be made in the manner and subject to the following procedure, to-wit Notice of all assessments may be given by mail

addressed to the last known or usual post office address of the holder of the legal title deposited in the United States Mail, postage prepaid. Every assessment shall be due and payable 30 days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of Eighteen Percent (18%) per annum until paid, and such payment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. At any time after the levying of an assessment and its entry in the Trustee's minutes, the TRUSTEE may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to anyone or more tracts and cause same to be recorded in the Office of the Recorder of Deeds, and the TRUSTEE may upon payment cancel or release anyone or more tracts from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the property affected), a release of such assessment with respect to any tract or tracts affected thereby, and the TRUSTEE shall cause to be noted from time to time in records of his proceedings, the payment made on account of access and use thereof

(Deleted in the Homeowners meeting on July 17, 2004) (Originally added with amendment 2 on 1/7/97) 3. Provided, however, that if any individual, individuals or entities should own more than one Tract or Lot in the subdivision, then that individual, individuals or entities may elect to waive their voting rights on additional Lots and Tracts in exchange for a waiver of annual and special assessments on said additional Lots or Tracts.

ARTICLE IV RESTRICTIVE COVENANTS

1. These Covenants are applicable to the entire Old Farm Subdivision. and shall run with the land and shall be binding upon all parties hereto and all persons claiming under them including lot purchasers and owners. The use and enjoyment of each tract in the Subdivision is subject to the rights and powers of the TRUSTEE and Trusteeship established in this instrument and these Restrictive Covenants, or as same may hereafter be amended.

2. All building sites in the Subdivision shall be limited to one home with a minimum of 1,300 square foot interior living area. **(Changed back to 1,300 from 1,000 with amendment 4 on 07/09/05) Tracts Eleven (11) and Thirteen (13) as depicted on the Amended Plat as filed of record in Plat Book (slide) A22-A of the Deed of Records of Ralls County, Missouri may have up to two homes per tract provided all set-back provisions are complied with each home, and further provided that in the event that a second home is placed on either of those said Tracts, they be any annual any special assessments as provided for in Article III of the original Trust Indenture shall be doubled as and for that Tract.** No home shall be located nearer than 50 feet from the front lot line. And the distance from each side of the home shall be no closer than 50 feet from the sideline of said tract. When the tract topography is not conducive to these limits, the TRUSTEE may allow a variance there from. All structures shall be sightly, of neat construction, and of a character to enhance the value of the property. And no such structure shall be placed on the premises until the design of the structure and the location thereof has been approved in writing by the TRUSTEE. No commercial enterprise or business other than those of the GRANTOR shall be constructed within the Subdivision. Any structure in order to be approved by the TRUSTEE must be made of natural materials.

(Changed with amendment 1 on May 13, 1987) No aluminum or vinyl siding will be permitted except for brown, aluminum or vinyl fascias to be approved by the trustees.

(Changed with amendment 2 on 1/7/97) Only natural colored vinyl or aluminum may be used, but only with the written consent of the Trustee. The use of such siding shall be restricted to fascias and vertical exterior surfaces. The extent of such use of siding shall rest in the sole discretion of the Trustee. Enclosed garages separate from the home will be permitted provided that the construction is by the same standards as set forth for homes and all set back requirements are complied with. No trees in excess of six (6) inches in diameter one (1) foot above ground level shall be removed without first obtaining the written permission of the TRUSTEE. **(Added with amendment 4 on July 7, 2002) Temporary residential use of tracts within Old Farm using Recreational Vehicles, Campers, Tents, or similar structure is approved on a seasonal basis, not to exceed one month. Use of such structures for up to three months may be approved by the President of the Board of trustees. Use of such structures for longer than three months during any one-year must be approved by the entire board of trustees.**

(Deleted with amendment 4 on July 7, 2002) 3. Before improvements are erected on any tract purchased in the Subdivision. The tract owner or purchaser shall first make connection with an approved wastewater disposal system to be operated by the TRUSTEE or his as-

signs as hereinbefore provided. Said wastewater disposal system shall be operated in accordance with the regulation of applicable regulatory agencies. In the event that the TRUSTEE fails to take the action necessary to assure compliance with the Missouri Clean Water Law and the regulations of the Missouri Department of Natural Resources and the Missouri Clean Water Commission. Then the Missouri Department of Natural Resources shall be empowered to assure such compliance by appropriate judicial action in its own name.

(Added with amendment 4 on July 7, 2002) 3. Before improvements are erected on any tract purchased in the subdivision, the tract owner or purchaser shall first have the soil tested by a State of Missouri approved soil tester to determine an appropriate wastewater disposal system. Said wastewater disposal system shall be operated in accordance with the regulation of applicable regulatory agencies. In the event the TRUSTEES fail to take the action necessary to assure compliance with the Missouri Clean Water Law and the regulations of the Missouri department of Natural resources and the Missouri Clean Water Law and the Missouri Clean Water Commission, then the Missouri Department of Natural resources shall be empowered to assure such compliance by appropriate judicial action in its own name. The tract owner or purchaser shall make every effort to install a complete gravity feed or low-pressure pipe septic system to include a septic tank for solids and buried laterals for liquid disposal. In the event that the soil will not perk test, then the tract owner or purchaser shall use a septic tank for solid disposal and may use a lagoon for liquid disposal. Such system is known as a Gray Water Septic System. The lagoon for such system shall be discreetly located, so as not to drain or seep unto adjoining property and out of view. Priority shall be placed first on drainage. Said lagoon shall comply with all county and state regulations regarding odor prevention, fencing, signage and the use of vegetation to surround and prevent accidental access to the lagoon. The use of a lagoon wastewater disposal system to simultaneously dispose of both solid and liquid waste is prohibited.

4. Tract owners may install wells or cisterns upon the premises, or may bring their own water supply in approved containers. The TRUSTEE may install a water line system providing raw water to all tracts.

5. No debris. Trash, abandoned vehicles, or unsightly accumulation of materials or junk shall be allowed to remain on the premises and outside storage facilities will be permitted only if prior approval thereof has been obtained from the TRUSTEE in writing.

6. No oil drilling, quarrying or mining operations of any kind shall be permitted. No hunting or discharging of firearms shall be permitted within the Subdivision known as Old Farm or on or near the adjoining private properties.

7. No signs, except for tract number signs, street signs, entrance signs, and subdivision regulation signs. may be placed or maintained on any tract other than the name and address of the owner, which sign shall be no larger than two (2) feet long and one (1) foot wide.

(Deleted with second amendment on 1/7/97) 8. No construction of any type can be commenced on either Tract 11 or Tract 21 until such time as pine trees or other trees of sufficient height and breadth have grown to a sufficient extent to essentially obstruct the view of any homes to be built on these tracts.

8. No tract set forth on the Subdivision Plat shall be further subdivided, and there shall be no subdivision of any of the common areas except upon the unanimous consent of all of the owners of Tracts in Old Farm Subdivision, exclusive of the owners of the Tracts A, B, C, and D.

9. No animals shall be kept, maintained, or raised on said premises, except house pets, which shall be kept on a leash when not in an enclosure. No poultry or livestock such as horses, cattle or pigs, shall be stabled within the compounds of the Subdivision. No noxious or offensive activity shall be conducted on any tract nor shall anything be done thereon which may be or become a nuisance or annoyance. No vehicle of any type shall be operated in the Subdivision in a reckless manner or without effective noise muffling devices. No motorcycles, three-wheel all terrain vehicles, or four wheel all terrain vehicles shall be operated within the confines of the Subdivision. **(ADDED IN 2004HOMEOWNER MEETING) No commercial vehicle over 16,000 lbs is permitted to**

use or park upon Old Farm roadways, with the exception of contractor vehicles, such as concrete trucks, trucks carrying digging machinery, and lumber trucks during the period a homeowner is building their residence or outbuildings.

10. Each tract owner shall timely pay the assessments provided in Article III of this instrument or be subject to having a lien imposed upon their property by the TRUSTEE, which may, upon due notice, be foreclosed by the TRUSTEE in accordance with said Article.

11. No fences of any kind shall be constructed on tract boundary lines. Any other fencing, such as privacy fences in the area of homes or other approved structures, must be approved as to design, construction and location in writing by the TRUSTEE prior to the installation thereof.

12. Antennas. For the purpose of protecting property values and preventing unsightly installations, the following restrictions shall apply:

Dish Type Antennas:

a. No antenna may be erected in the area between the building line(s) of existing houses nearest the street and the street. This shall also apply to houses yet to be constructed.

b. The antenna must be located such that it is not conspicuous nor affords a direct view from any point around a neighboring dwelling or from any location along any street. Shrubbery of sufficient height and density to sufficiently hide the dish can be used to conform to this restriction.

c. All dishes installed on tracts in Old Farm must be of the metal mesh style. Color must be black, dark green or dark brown.

d. All dishes installed on tracts in Old Farm must be of the minimum diameter available through current technology to give satisfactory operation. In no event will a dish larger than 8.5 feet diameter be installed. The maximum height of a ground-mounted dish will be 10 feet above the ground. No rooftop mounting with more than 20 percent of the dish visible from the street is acceptable.

e. All dish installation plans will be submitted to the Trustees for approval prior to starting installation. Sufficient detail will be shown to describe all actions taken to insure the antenna will conform to these restrictions. Trustees may enter the applicants lot to visually assess the effectiveness of the plans in maintaining the appearance of the neighborhood.

Antennas in General:

a. Roof top antennas will be kept to a minimum height and in no circumstance will extend more than 10 feet above the highest point of the dwelling. No roof or ground mounted towers (telephone poles, etc.) may be erected on any lot in Old Farm.

b. The maximum area occupied by any antenna other than a dish will be no more than 60 square feet (maximum length times maximum width).

13. These Covenants are several; invalidation of anyone of said Covenants by judgment or Court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE V MISCELLANEOUS

The Party of the First Part, GRANTOR herein, reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by it for sewage or waste water disposal, gas pipes, water pipes, pole wires, streets, street lights, roads, recordation fees, underground electrical system, subdivision fees and consultation fees, or any other fees, charges or expenses incurred with respect to the creation of the Subdivision of Old Farm.

ARTICLE VI AMENDMENTS

1. For and during a period of ten (10) years, commencing with the date hereof, the provisions of this Indenture may be modified or amended by the joint and concurrent actions of the GRANTOR and the TRUSTEE hereunder.

2. From and after ten (10) years from the date hereof, this Indenture may be modified or amended by a vote of the owners of not less than Fifty-One Percent (51%) of the voting tracts in Old Farm. Subject, however, to the provisions in Article IV, Paragraph 9, concerning further subdivision of tracts or common areas. From and after 30 years from the date hereof, the provisions concerning further subdivision of tracts or common areas may be modified or amended by a vote of owners of not less than Seventy-Five Percent (75%) of the tracts of Old Farm.

3. No person shall be considered as an owner entitled to vote for any purpose provided in this Indenture unless and until he shall have acquired fee simple title by Warranty Deed, duly recorded in the Office of the Recorder of Deeds of Ralls County, Missouri, nor shall any record tract owner be entitled to vote unless he shall have fully paid all assessments which may be lawfully made by the trustees against said property.