

RECORDED and INDEXED

05794

STATE OF MISSOURI
County of Warren
I hereby certify that this instrument was
FILED FOR RECORD
on July 11, 2005
at 8 o'clock 32 min A.M. and is
recorded in Book 1330 Page 381

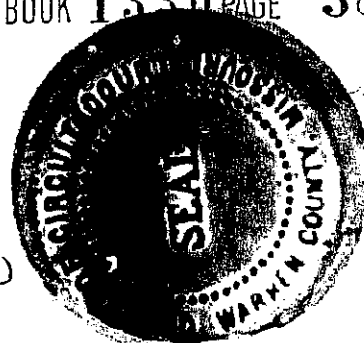
JERRI JORDAN

Ex-Officio Recorder of Deeds

By: W. L. Engeman
Deputy Recorder

63

BOOK 1330 PAGE 381



UST

DECLARATION OF ROADWAYS, EASEMENTS AND RESTRICTIONS FOR CLAREMONT

THIS DECLARATION OF ROADWAYS, EASEMENTS AND RESTRICTIONS
("Declaration") is made and entered into as of this 1 day of June, 2005, by **EASTERN MISSOURI DEVELOPMENT CO.**, a corporation organized and existing under and by virtue of the laws of the State of Missouri (hereinafter referred to as "Grantor");

WITNESSETH THAT: Grantor is the owner of a tract of land in the County of Warren, State of Missouri, more particularly described in full on Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter referred to as "Property"), a subdivision plat of the Exhibit "A" Property (the "Plat") having been filed of even date herewith; and

WHEREAS, Grantor desires to establish certain roadways, right-of-ways and utility easements on the Property for the benefit of all present and future owners (hereinafter referred to as "Owners") of parcels (hereinafter referred to as "Parcels") of the Property and to establish a mechanism for the continued use and maintenance of the same, and to place certain restrictions of the Property;

NOW THEREFORE, in consideration of the premises and the advantages to Grantor and present and future Owners of said Property, the Grantor hereby declares that:

1. **ROADWAY AND UTILITY EASEMENTS:** Grantor does hereby GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the Grantor, the Owners and the Trustees non-exclusive easements for: (a) roadways and utilities, sixty (60) feet wide (utilities to be within the outer fifteen (15) feet of each side of said easement as depicted on the Plat plus such additional areas adjacent thereto for anchors and guys and temporary use for construction, (b) utility purposes seven and one-half (7 ½) feet wide along each Parcel's side lot line and fifteen (15) feet wide along each Parcel's rear lot line.

Said grant is being made for construction, installation, operation, maintenance, repair and other uses of roads and utilities over, across, along and under the property contained within the roadways and utility easements as the Grantor, Owners or Trustees

may deem appropriate, but subject to any other easements, reservations and restrictions of record and the rights of the Grantor and Owners to ingress and egress over, along and across the roadways. The easements created herein for ingress and egress are hereinafter referred to as **"Roadways"**. The easements created for utilities in (a), (b) and (c) above are hereinafter referred to as **"Utility Easements"**.

2. UTILITIES: The Grantor further grants to any public or private utility company licensed and under the jurisdiction of the Missouri Public Service commission or its successors or to any rural electric cooperative which supplies power to any rural water district, and to any private company which may supply power, water, sewer service, telephone, television cable, and other such services (including the Trustees as to multi-family water wells), the right to utilize the Utility Easements for the purposes of installing and maintaining any and all such utility lines, poles, conduits, pipelines, supports, guy wires, multi-family wells and all other equipment incidental to such utilities, so as to make available over said Utility Easements a full range of utilities and services to the Parcels of the Property and additional easements for poles conduits, utility lines, pipelines, support, anchors, guy wires and all other equipment incidental to such utilities is also granted outside the utility easements as needed due to terrain and convenience, including the right to overhead wires in air space. Grantor makes no warranty or representation as to when, if ever, or which such utility services shall become available to each Parcel.

3. ADDITIONAL ROADWAYS AND ADJACENT PROPERTY: Grantor may construct additional roadways upon the Property and those roadways shall be considered Roadways for all purposes under this Declaration upon Grantor recording an amendment to this Declaration adding said additional Roadways. The additional Roadways shall be subject to the terms of this Declaration and shall benefit the Grantor and the Owners who shall have permanent, non-exclusive access and utility easements over those additional Roadways. In the event any adjacent property is acquired by Grantor, then Grantor may, at Grantor's option, extend the existing Roadways and Utility Easements so as to provide access and utility service to said adjacent property, and/or change the location of existing Roadways (so long as Grantor still owns the portion of the property adjacent to said Roadway being relocated). In the event adjacent property is so acquired and Grantor has elected to extend the Roadways, then Grantor shall amend this Declaration and subject the adjacent property to the benefits and burdens of this Declaration. Grantor also reserves the right to grant access and utility easements over the Roadways for the benefit of adjacent property, owned by Grantor or Grantor's officers; and said adjacent property shall not be: (i) liable for Roadway Assessments as described in Paragraph 13 hereof or (ii) considered Parcels under this Declaration.

4. ACCESS: In connection with the Roadways, the Grantor and the Owners are hereby granted the non-exclusive rights, benefits, and advantages of having ingress and egress from and to, over, along and across said Roadways, and the right to construct, maintain, reconstruct and repair roads with the Roadways.

BOOK 1330 PAGE 383

5. RESTRICTIONS: No Owner shall create any nuisance, conduct any activity or suffer or permit any condition to exist on the Property or said Owner's Parcel which is unlawful, obnoxious or unreasonably offensive to other Owners. Prohibited activities shall include, but are not limited to, the maintenance of any open garbage or trash pit or garbage disposal of any type, junk yard, salvage yard, storage of derelict or non-operative motor vehicles, allowing rubbish or junk to collect on a Parcel, and storage or dumping of hazardous waste or hazardous materials. Hogs, cattle, commercial poultry, commercial dog kennels, livestock feed lots, boarding stables, racetracks, commercial dumps, and auto repair or body shops are prohibited. The maintenance of up to one (1) horse per acre (excluding from such calculation on each Parcel one (1) acre for the home site of said Parcel) is permitted so long as the Parcel's pasture can feed or support said horse(s), except that additional or supplemental hay or grain may be seasonally provided if the Parcel cannot produce sufficient forage to provide both hay and pasture. In the event there is sufficient pasture in season, the Owner shall be deemed in compliance with this restriction. By way of example; a five (5) acre Parcel shall be entitled to maintain four (4) horses; and two (2) contiguous Parcels of three (3) acres each shall be entitled to maintain five (5) horses. No Parcel shall be willed, conveyed or transferred in any manner to a civic, social, religious, charitable, fraternal organization, or any person or persons other than an individual family unit for the exclusive use of any individual family unit as a residence. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any Parcel, provided, however, that permission is hereby granted for the erection and maintenance of not more than one (1) advertising board on each Parcel as sold and conveyed, which advertising board shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale the Parcel upon which it is erected, except Grantor may erect an unlimited number of signs of any size for advertising at the entrances and on unsold Parcels. All grasses and weeds which may grow upon any Parcel shall be cut and trimmed by the Owner of said Parcel at least three (3) times per year. If a Parcel Owner fails to comply with such requirement, the Trustees shall have the right to enter said Parcel and cut the grasses and weeds and an assessment of the cutting may be made and charged against the Owner of said Parcel and collected in the manner provided in paragraphs 12 and 13 hereof. No motor vehicle requiring what is commonly called a "commercial license" under the laws of the State of Missouri, or trailer, boat trailer, boat, camping truck, or similar vehicle shall be parked or permitted to remain on any Parcel unless same is parked behind the residence or kept garaged. No vehicle licensed over Thirty Thousand (30,000) lbs. may be parked or permitted to remain overnight within the Property. All motor vehicles remaining upon any Parcel or Roadway for more than fifteen (15) days not in proper operating condition, or otherwise in violation of these covenants, may be hauled away and stored by the Trustees at the Owner's expense. Such expense shall be deemed a lien on the Parcel, if any, of the vehicle's owner and said lien shall be subject to the collection procedures of assessments as described herein. Off-road vehicles such as A.T.V.'s, three (3) or four (4) wheel vehicles, go carts, dirt bikes, etc., shall not be ridden upon or across the Roadways or any other Parcel. L.P. tanks must be

kept behind the home and out of sight, behind a privacy fence, obscured by landscaping or buried.

6. CONSTRUCTION: This is a residential development. Only one residence shall be permitted per Parcel. Mobile homes, modular homes, camping trailers used as residences, basement homes and pole barns are prohibited. The minimum size of any one-story, residential structure shall be 1800 square feet, exclusive of open porches and attached garages. The minimum size of any two-story or other multi-level residential structure (1 ½ story, split level or tri-level) shall be 2400 square feet, exclusive of open porches and attached garages. All residences must have a side or rear entry attached garage for at least two (2) cars. Any dwelling constructed upon any Parcel shall be of all new materials except brick or stone. A Parcel may also contain one (1) and only one (1) outbuilding which shall: (i) be located on a concrete foundation, (ii) have exterior construction materials comparable in quality, color and appearance to the residence, (iii) be in a location approved by the Trustees, (iv) be used only for garage, storage, workshop or stable purposes and (v) not exceed 1,500 square feet in floor area. All building locations shall be located in compliance with all county planning and zoning regulations. Construction plans and specifications for residential structures, outbuildings and other improvements including a site plan showing the location of all structures and improvements on the property must be presented to Grantor or the Trustees and must be approved by the same in writing as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location upon a Parcel with respect to topography and finish grade elevation before construction or alteration shall be commenced. A copy of the plans, including the signed approval must be available on the property at all times during construction. Parcel Owners shall be responsible for all erosion control during construction and during improvement upon their Parcel. The exterior of the residence or outbuilding shall be completed within six (6) months of the construction start date. Landscaping, seeding and grading shall be completed within nine (9) months of the construction start date. Plans shall be submitted to the Trustees prior to commencement of construction and be rejected or accepted by the Trustees within fourteen (14) days. If the Trustees fail to reject or accept said plans during the fourteen (14) day period, acceptance shall be conclusively presumed, however, the Grantor shall not be required to approve plans within fourteen (14) days and no acceptance shall be presumed by its failure to do so. No dwellings or buildings shall be located within fifty (50) feet of the outside edge of the Roadway and seventy-five (75) feet from the center point of the cul de sac and no building may be constructed within twenty (20) feet of any property line, unless due to topographical conditions a closer location is necessary to avoid a hardship as may be approved in writing by the Trustees. Fencing is permitted if it is of new material such as wood or plastic, but no chain link fencing shall be permitted. All other proposed fencing shall be submitted to the Trustees for written approval prior to erection of same. Any variances to the foregoing must be given in writing by the Trustees.

7. WATER AND STREET LIGHTS: The Grantor intends to provide the

BOOK 1330 PAGE 385

Parcels with access to public water or a community water system through one or more drilled wells. Grantor reserves the right to sell Parcels without well water service or to sell Parcels with an individual well serving only the Parcel upon which it is located. Water well drilling provided by Grantor shall initially be performed by Flynn Drilling Service, or other individual or entity selected by Grantor, and said individual or entity shall have the exclusive right (at the expense of the Parcel Owner) to provide tap ins and connection lines to improvements upon a Parcel served by any well drilled and/or constructed by said individual or entity. Grantor reserves the right to grant water rights to the community water system and any other well drilled on the property to owners of adjacent property owned by Grantor, any of Grantor's officers or any entity which is owned in whole or in part by Grantor or any of Grantor's officers, provided said adjacent property shall be liable for the Water System Assessment provided in Paragraph 13 hereof.

The Trustees shall be the continuing operating authority required for issuance of a written construction authorization and dispensing water and responsible for the management, operation, replacement, maintenance and modernization of the public water system serving the Property; including source withdrawal facilities, treatment facilities and distribution facilities. The Trustees shall assure that the community water system complies at all times with the Missouri Safe Drinking Water Law and rules promulgated thereunder. Specifically and without limitation, the Trustees shall comply with the minimum technical, managerial and financial capacity requirements of the Rules of the Missouri Department of Natural Resources, Division 60, Chapter 3, cited as 10 CSR 60.3.030 (hereinafter referred to as "Rules"). The Trustees shall adopt rules, regulations and operating procedures to carry out the foregoing Rules, shall adhere to said Rules and shall periodically update same to the extent of changes in the said Rules.

Grantor may arrange for street lights along the Roadways, in numbers and locations determined in the sole discretion of Grantor, to be installed by the electric utility company serving the Property, or other individual or entity of the Grantor's selection. The costs of said lighting and the operation, maintenance and repair of same shall be paid by the Trustees from the Assessments.

8. WASTE WATER: Conveyance of title to any portion of the Property is subject to the compliance with the laws of the State of Missouri and regulations of any governmental body or agency regarding clean water and sewage waste disposal. Sewage waste disposal systems shall be installed only with the approval of any local governmental body or agency having jurisdiction and any agency of the State of Missouri having jurisdiction as to location, type of system, and requirements as to installation. Compliance therewith shall be the sole responsibility of such Parcel Owner. The Grantor specifically reserves the right to enter onto any Parcel or cause such entry by a third party whether before or after sale of the Parcel to obtain an engineer's study as to soil composition, location, and specifications for a sewage waste disposal system on the Parcel, if required. No Parcel Owner shall commence construction of a residence until

BOOK 1330 PAGE 386

approval for the sewage waste disposal system is obtained from all local governmental, State of Missouri agencies and federal agencies having jurisdiction.

9. POND AND LAKES: Owners who share lakes and/or ponds with other owners shall have the non-exclusive right in common with other owners of property abutting the lake to use the surface of the entire lake, a portion of which is located upon the property, subject to an obligation to maintain the lake, dam and associated improvements jointly with the other abutting property owners (regardless of the possibility that said maintenance or repair work may be required on an abutting property) and to contribute a pro-rata share, as defined herein, of the costs of said maintenance and repair work. The Owner's pro-rata share shall be a fraction equal to one (1) divided by the total number of owners owning a portion of the abutting lake. Owner by accepting deed to property acknowledges the maintenance and repair responsibilities set forth herein. Each owner which owns property abutting any such lake or pond shall have the right to enter upon any other owner's property abutting the same lake or pond as is necessary to perform maintenance and/or repair responsibilities contemplated in this paragraph. The use of gasoline powered engines on any lake or pond shall be prohibited.

10. ROADWAY PAVEMENT: The Grantor agrees to allocate Three Thousand Five Hundred Dollars (\$3,500.00) from the sale of each Parcel toward asphalt and/or concrete paving of the Roadways, to be placed in an interest bearing "Roadway Fund" account with Bank Star, of Pacific, Missouri, or other Banking entity of Grantor's selection, on the date of conveyance of a Parcel. Pavement of Roadways shall not include any gutters, curbs or sidewalks and is more particularly described in other materials to be provided by Grantor to prospective Owners. The Roadway Fund shall be used for pavement of the Roadways when three-fourths (3/4) of the Parcels are sold and residences constructed thereon or earlier within Grantor's discretion. Grantor shall contribute to the Roadway Fund Three Thousand Five Hundred Dollars (\$3,500.00 for each and every Parcel which is unsold as of the commencement of Roadway paving (but upon Grantor's subsequent sale of said Parcel(s), no additional allocation of the sale price shall be imposed). If any portion of the Roadway Fund remains after said paving, it shall be retained by the Trustees for future Roadway maintenance and repair. If the Roadway Fund is not sufficient, each Parcel is to be assessed specifically and equally to pay the shortage in the manner provided in paragraph 13 hereof and with the power of lien and collection as provided in paragraphs 16 and 17 hereof. The special assessment for Roadway paving shall not be subject to the vote of Owners, but shall be determined solely by Grantor or the Trustees, if it is needed. If the Roadway Fund is not sufficient, the Roadway paving work will not commence or continue until all special assessments have been paid in full. This assessment, if necessary, is a special assessment and shall not replace or reduce the annual Assessments. The Trustees shall have the responsibility for contracting for the installation of the Roadway paving. A special assessment of Three Hundred Dollars (\$300.00) shall be collected for the Roadway Fund from each Owner upon commencement of building construction.

11. BEST MANAGEMENT PRACTICES. Each Owner shall follow Best Management Practices and other rules and regulations as promulgated by the Missouri Department of Natural Resources and/or other applicable local, state or federal agencies related to land use and disturbance, including, but not limited to RSMo Sections 644.051.1(1), 644.051.1(2), 644.051.2, 644.076.1 and 644.082 and Missouri Clean Water Commission Regulations 10 CSR 20-6.200(1)(A), 10 CSR 20-6.200(3) and 10 CSR 20-7.031(3).

12. ENFORCEMENT: Any Owner who violates any of the restrictions contained or referenced herein (hereinafter referred to as "Violating Owner") shall be subject to a suit for injunction and damages by the Trustees or any other Owner or group of Owners (hereinafter referred to as "Enforcing Owners") to enjoin such violation. In the event that suit is filed to enjoin the violating Owner's acts or omissions and if the Enforcing Owners instituting such suit prevail, whether by judgment or settlement, the Violating Owner shall (in addition to any damages or other relief granted) pay all reasonable attorney's fees and costs incurred by the Enforcing Owners in connection with prosecution of the injunction and/or damage action, as approved by the court rendering said relief.

13. ASSESSMENTS: The roads constructed in the Roadways, the street lights and the community water system well(s) shall be operated, maintained, repaired and, if necessary, replaced by the Trustees at the expense of the Parcel Owners. Each Parcel Owner shall be liable for an annual assessment of: (a) Two Hundred and Fifty Dollars (\$250.00) ("Road Assessment") and (b) Eighteen Dollars (\$18.00) per month, payable annually, for the community water system ("Water System Assessment"), both subject to the provisions of paragraphs 14 and 15 hereof as to the increases and decreases thereto. The Road Assessment and Water System Assessment shall be payable by each Parcel Owner without regard to whether said Parcel is developed or is utilizing the Roadway or Water System. Said assessment shall constitute a lien against each Parcel and be subject to collection as provided in paragraphs 16 and 17 hereof. The first annual Road Assessment shall be Two Hundred and Fifty Dollars (\$250.00) and shall be due and payable on the closing date of the sale of a Parcel, without proration and without regard to the closing date of the sale of said Parcel. The annual Road Assessment and Water System Assessment shall be due and payable on the first Saturday of May each year and shall be delinquent if not paid by May 15th of each year. The Road Assessment and Water System Assessment are herein collectively referred to as "Assessments." The Parcel Owner of any Parcel held by Grantor, a subsidiary or affiliated entity of Grantor, any of Grantor's officers or any entity which is owned in whole or in part by Grantor or any of Grantor's officers shall not be responsible for payment of any assessment contemplated by this paragraph and any such assessment shall not become a lien on any Parcel so owned. Both Assessments may be changed pursuant to paragraphs 14 and 15 hereof. Damage to the Roadways caused by construction equipment or delivery trucks

BOOK 1330 PAGE 388

during construction of any improvements on a Parcel shall be repaired by and at the expense of the Owner of the Parcel for whom said construction is being performed. The Trustees are hereby empowered to levy a special Assessment upon any Parcel which is consuming an excessive amount of water, including, without limitation, any Parcel having a swimming pool. Said special Assessment shall be proportionate to the excess water usage.

14. TRUSTEES. The Grantor shall, prior to the conveyance of all of the Parcels, have complete control over all matters contained in this Declaration or otherwise affecting the Property and shall be the Trustees referred to herein. Prior to the conveyance of all of the Parcels, references in this Declaration to Trustees shall be deemed to refer to Grantor. Grantor shall upon the earlier of (i) four (4) years after the date hereof, or (ii) following the conveyance of all of the Parcels within the Property (and any Parcels added to this Declaration) designate in writing three (3) Owners to serve as Trustees. The Owners so appointed shall serve as Trustees until a meeting of Owners is called as herein provided and successor Trustees are elected by the Owners. Following Grantor's appointment of Trustees, annual meetings shall be held on the first Saturday of May of each year. After the conveyance of all of the Parcels, the Trustees or the Owners of at least three (3) Parcels may at any time call a special meeting of the Parcel Owners by sending notice by mail to all Parcel Owners at least fourteen (14) days prior to the time and date set for the meeting. Said notice shall specify the purpose of the meeting. All such meetings shall be held at a convenient time and place, within the limits of Warren County, Missouri. Notwithstanding the other provisions hereof, Grantor may elect to appoint Trustees and transfer control to such Trustees at any time prior to such time as required herein.

15. CONDUCT OF MEETINGS, VOTING AND AMENDMENTS: The Trustees appointed by Grantor shall be designated by Grantor as chairman, secretary, and treasurer, and shall serve only until a successor to each office is elected at a first meeting of Owners or at a subsequent meeting. The Trustee designated chairman shall preside over meetings and collect and disburse Assessments. Each Trustee selected or elected as chairman, secretary, and/or treasurer shall be elected to a one year term, but shall serve until a successor is duly selected at a subsequent meeting of the then Owners of the Property as hereinabove provided. Election for each office shall require an individual to receive more votes for that office than any other person who was nominated for election to the same office. All books, records, bank accounts and statements of account shall be made available to such successor Trustee. In the event that a Trustee selected as secretary, treasurer, or chairman as hereinabove provided shall desire to resign then and in such event, such Trustee may resign by giving written notice to the remaining Trustee(s). The remaining Trustee(s) shall appoint a successor Trustee, which successor Trustee shall be an Owner of a Parcel. The liability of any Trustee serving as treasurer, secretary or chairman hereunder shall be limited to the actual amount of funds collected from assessments which are paid to such Trustee. In no event shall any Trustee receiving funds be liable for the quality of workmanship or failure of performance of any person

BOOK 1330 PAGE 389

selected in good faith, and paid in good faith, for work done in connection with the Roadways or water wells as hereinabove described.

Voting at meeting shall be done in person or by proxy by the Owner of a Parcel or if a Parcel has more than one Owner, then the person designated in writing by all of the Owners of that Parcel is entitled to cast the vote for said Parcel. Each Parcel shall be entitled to one (1) vote. If an Owner acquires more than one Parcel, said Owner shall have one (1) vote for each such Parcel and pay assessments on each such Parcel. Grantor may cast one (1) vote for each and every actual and proposed Parcel within the Property. A written proxy may be used to cast the vote of a Parcel if it designates a person to vote said proxy at the specified meeting or casts a vote on a particular issue and is signed by all of the Owners of the Parcel.

If the meeting pertains to the Assessments, then a seventy-five percent (75%) majority of Owners present (in person or by proxy) at a meeting in which a quorum is established shall be necessary to increase or reduce the Assessment or create an additional Assessment, except for the special assessment, if required, for the asphalt paving of the Roadways or for excessive water usage, as to which no vote shall be taken. A quorum shall be attained at a meeting only when seventy-five percent (75%) of all Parcel Owners are present in person or by proxy.

If the meeting is for any purpose other than the Assessments, the affirmative vote of at least seventy-five percent (75%) of the Parcel Owners shall be necessary to accomplish the purpose of the meeting. Each Parcel shall be entitled to one vote regardless of the size of Parcel or number of Owners. Votes may be made by proxy.

At such time as all of the Parcels of Property have been conveyed by Grantor, the Roadways and Utility Easements created pursuant hereto shall not be limited to the 20 year term of the restrictions contained in this Declaration, but shall continue in perpetuity as covenants running with the land.

No amendment to this Declaration proposed by the Owners shall be valid and binding until the Grantor has sold 100% of the Parcels of the Property, unless Grantor consents to said amendment. Any provision of this Declaration to the contrary notwithstanding, Grantor may amend this Declaration at any time prior to the conveyance of all of the Parcels without the joinder or consent of any Parcel Owner, each such Parcel Owner appointing Grantor as the agent and attorney in fact for such purpose, including, without limitation, increasing Assessments and modifications necessitated for the community water system. Following the sale of all of the Parcels, no amendment to this Declaration shall be valid and binding upon Owners unless the same shall have been made in writing, duly executed by the Owners of Seventy-five (75%) of the Parcels of the Property and notarized and recorded in the Office of the Recorder of Deeds, Warren

BOOK 1330 PAGE 390

County, Missouri.

16. LIEN FOR UNPAID ASSESSMENTS: Any Assessment levied shall be due and payable thirty (30) days after its approval as hereinabove set forth. An Assessment levied in accordance with the provisions hereof shall be binding upon all of the Owners. In the event that said Assessments are not paid as and when same are due, the Trustee serving as secretary of said meeting at which said Assessment was duly approved shall no later than one hundred eighty (180) days after the approval of such Assessment cause to be recorded in the office of the Recorder of Deeds of Warren County, Missouri, a notice that said assessment is due and owing, which notice shall recite the time and place of meeting, that a quorum was present, the amount of the Assessment so voted upon at said meeting, the name of the Owner(s) who have failed to pay said Assessment, the description of the Parcel(s) of said Owner(s) and that the person signing said statement was duly selected to record the proceedings of said meeting. In addition to the lien provided, the chairman, secretary and/or treasurer as selected at said meeting or any Owner may, on their own behalf and on behalf of Owners, bring suit against any Owner who shall fail to pay said Assessment. In the event that no such suit is filed within three (3) years after the date of filing of any statement in the Office of the Recorder of Deeds of Warren County, Missouri, then and in such event, the lien provided for herein shall lapse.

17. COLLECTION OF ASSESSMENT: In the event that a suit is filed to enforce the lien as hereinabove provided, then the Owner against whom such lien is sought shall pay all reasonable attorney's fees and costs incurred by the Trustees or the enforcing Owners as the case may be in connection with the prosecution of said lien, as approved by a court of competent jurisdiction. Said attorney's fees and costs shall be added to the amount of the lien upon judgment to enforce same. Upon rendition of a final judgment, it may be enforced and executed in the manner provided by law, including, without limitation, execution upon the Parcel against which the lien was imposed.

18. TRANSFER OF PROPERTY: Any sale, transfer or conveyance of ownership or lease of Parcels shall include in the sale, transfer or conveyance or lease documents a provision that the purchaser or lessee acknowledges, understands and agrees to be bound by this Declaration.

19. PARCELS AND SUBDIVISION. A Parcel shall retain its character as a separate Parcel, even though the same Owner acquires two or more contiguous Parcels. Each such Parcel shall be deemed one (1) Parcel under this Declaration, subject to one (1) assessment and one (1) vote as herein provided. No Parcel may be less than three (3) acres in size and no parcel shall be subdivided after the original conveyance by Grantor. Any such attempted subdivision or conveyance in contravention of the foregoing restrictions shall be void. No oil, gas, coal, mineral or rock or gravel rights shall be sold separately from the Property, and no such materials shall be mined or extracted from any Parcel.

BOOK 1330 PAGE 391

20. SUBDIVISION PLAT: Grantor has caused the subdivision Plat to be filed for the Property (with each Parcel depicted, with a lot number assigned to said Parcel). Grantor may amend the Plat prior to the sale of all Parcels to effect boundary adjustments between Parcels, create new Parcels or combine Parcels (provided same are owned by Grantor) without any Parcel Owner's joinder or consent, each such Parcel Owner appointing Grantor as the agent and attorney in fact for such purpose.

21. DURATION: The provisions concerning the Roadways and Utility easements contained in Paragraphs 1 and 2 shall be deemed covenants running with the land once all the Parcels have been sold by the Grantor and shall have perpetual existence. The remaining provisions of this Declaration, shall run for a period of twenty (20) years unless extended, terminated or modified by a vote of the Owners of seventy-five percent (75%) of the Parcels of the Property, each Parcel to be entitled to one vote without regard to the number of Owners of a Parcel or the size of said Parcel, provided that no Parcel shall be denied access rights over the Roadways nor water and utility easements by such termination. The foregoing to the contrary notwithstanding, the Trustees shall be the continuing operating authority of the community water system until such time as the Missouri Department of Natural Resources approves a different continuing operating authority for the community water system.

22. BINDING EFFECT: This Declaration shall be binding upon and inure to the benefit of the Grantor, the Owners and their respective successors and assigns.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its President as of the day and year first above written.

EASTERN MISSOURI DEVELOPMENT CO.

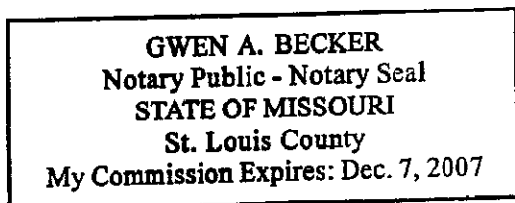
By:  , Vice President
Russell T. Nolting, Vice-President

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 1 day of June, 2005, before me appeared Russell T. Nolting, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Eastern Missouri Development Co., 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 Russell T. Nolting acknowledged said instrument to be the free act and deed of said corporation.

BOOK **1330** PAGE **392**

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



Notary Public

Gwen A Becker

BOOK 1330 PAGE 393

**CONSENT OF DEED OF TRUST HOLDER
AND SUBORDINATION**

The undersigned, Bank Star, a banking association, being the holder and owner of a deed of trust on the above-described Property, hereby consents to the foregoing Declaration and subordinates its interest in said Property to said Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Consent this
1 day of June 2005.

BANK STAR

By: Name: ALAN W. BALDWINTitle: PRESIDENT

STATE OF MISSOURI)

ss.)


COUNTY OF FRANKLIN)

On this 1 day of June, 2005, before me appeared Alan Baldwin, to me personally known, who, being by me duly sworn, did say that he is the President of Bank Star, a banking association of the State of Missouri, and that the foregoing instrument was signed in behalf of said banking association, by authority of its Board of Directors; and said Alan W Baldwin acknowledged said instrument to be the free act and deed of said banking association.

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

GWEN A. BECKER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County

My Commission Expires: Dec. 7, 2007



Notary Public

BOOK **1330** PAGE **394****EXHIBIT "A" PROPERTY**

All of "CLAREMONT" a subdivision in Warren County according to the plat thereof recorded in Plat Cabinet D Slide 23 and D-24.