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GRANNEMAN, JESSE A LAW OFFICE



Dottie D. Crenshaw
Recorder of Deeds

(Space above reserved for record of Deeds certification)

TITLE OF DOCUMENT: Amended and Restated Declaration of Covenants, Condition and Restrictions of North Moore Estates Subdivision

DATE OF DOCUMENT: August 25, 2016

GRANTOR(S): Henke Properties, LLC, North Moore Estates Subdivision

GRANTEE(S): The Public

STATUTORY MAILING ADDRESS(S):

LEGAL DESCRIPTION: See Attached Schedule "A" for legal Description

REFERENCE BOOK AND PAGE(S): Plat Book 14 Page 115, 1801/995, 2092/282

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
NORTH MOORE ESTATES SUBDIVISION
IN THE COUNTY OF LINCOLN, STATE OF MISSOURI**

WHEREAS, the undersigned, HENKE PROPERTIES, LLC, Owner and Developer of the following described land, a subdivision in Lincoln County, Missouri:

(SEE SCHEDULE "A" ATTACHED FOR LEGAL DESCRIPTION)

WHEREAS, the plat of the subdivision has been recorded by the members of the Owner and Developer in Plat Book 14, Page 115 of the Lincoln County, Missouri Recorder of Deeds Office on July 26, 2006;

WHEREAS, it is deemed in the best interest of all persons who may become and are Owners of any Lots in this subdivision to have certain restrictions, reservations, limitations, conditions, easements and covenants created, imposed and placed of record relating to this property.

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions of North Moore Estates Subdivision was recorded in Book 1801, Page 995 of the Lincoln County, Missouri Recorder of Deeds Office on October 28, 2005 (hereinafter "Original Declaration");

WHEREAS, pursuant to Paragraph 29 of the original Declaration of Covenants, Conditions and Restrictions of North Moore Estates Subdivision provided that the Owner reserved the exclusive right to amend restrictions or grant variances necessary stated herein so long as any lots are still owned by it or a successor developer;

WHEREAS, an Amendment to the Declaration, Covenants and Restrictions of North Moore Estates Subdivision was recorded in Book 2092, Page 282 of the Lincoln County, Missouri Recorder of Deeds Office on June 18, 2009 and such Amendment was made pursuant to Paragraph 29 (hereinafter "Amended Declaration");

WHEREAS, pursuant to Paragraph 27 of the original Declaration of Covenants, Conditions and Restrictions of North Moore Estates Subdivision, the restrictions may be changed, modified or amended at any time in the future by written covenant signed by the Owners of two-thirds (2/3) of the lots in said subdivision;

WHEREAS, pursuant to Paragraph 27 of the original Declaration of Covenants, Conditions and Restrictions of North Moore Estates Subdivision may be amended or modified without the requirement of signatures of any holder of a mortgage, Deed of Trust or other lien against the respective lots or the improvements thereon;

WHEREAS, Henke Properties, LLC, the Owner and Developer, is still the owner of lots in North Moore Estates Subdivision and as of the date of this Amendment own over two-thirds of the lots in said subdivision;

WHEREAS, Henke Properties, LLC seeks to change, modify and amend the Declaration of Covenants, Conditions and Restrictions of North Moore Estates Subdivision and make the

Amended Declaration of Covenants, Conditions and Restrictions of North Moore Estates Subdivision as are set forth herein in order to make a comprehensive amendment so that the owners of the individual lots will have a comprehensive amendment to follow;

WHEREAS the individual lot owners seek to change, modify and amend the Declaration of Covenants, Conditions and Restrictions of North Moore Estates Subdivision and make the Amended Declarations of Covenants, Conditions and Restrictions of North Moore Estates Subdivision as are set forth herein in order to make a comprehensive amendment so that the owners of the individual lots will have a comprehensive amendment to follow;

WHEREAS this Amended and Restated Declaration of Covenants, Conditions and Restrictions of North Moore Estates Subdivision shall be a complete restatement of the Declaration of Covenants, Conditions and Restrictions of North Moore Estates Subdivision and shall replace the Original Declaration and Amended Declaration;

NOW THEREFORE, the Owner, as maker of this Declaration, and the individual lot owners, for the purpose of protecting property values and providing for quiet and peaceful enjoyment of properties, do hereby subject all Lots in said subdivision to the following covenants, conditions and restrictions which shall completely replace any previous amendments and operate as covenants running with the land into whomsoever hands it or any part of it shall come and do hereby declare that all Lots in said subdivision shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, and the rights and easements herein contained are hereby made and declared to be the rights and easements in fee and annexed to and forever to continue to be annexed to, passing with the inuring to each of said Lots, and said Lots and each of them to remain forever subject to the burdens and entitled to the benefits created by said easements, and shall be enforceable at the suit of any and every Owner of any Lot in said subdivision by injunction or other proceeding, whether in law or equity.

1. All streets and easements shall remain for the private roadway use of the owners of Lots (hereinafter "Lot Owners") in this subdivision; provided, however, that the Trustees may, at their discretion, publicly dedicate any such street or streets and may grant all utility easement rights therein or any portion or portions thereof. The Owner reserves the right to use the streets and easements as shown on the recorded plat to service additional development. Any additional development shall be subject to the same restrictions and assessments as contained herein. This shall not be construed to mean Owner shall make additional developments.
2. All easements and right of ways designated by deed or by the Plat located at Plat Book 14 Page 115 are hereby created and established for the installation and maintenance of all utilities and drainage facilities and other purpose shown on the plat or any other purpose declared by the Trustees.
3. All Lots must be sold as originally sold, with no purchaser re-subdividing or reselling any portion of any original Lot. The term "Lot" as used herein shall mean the original tract as sold by the Owner listed above, whether sold by lot number or a metes and bounds description.

4. There shall be no commercial use of any Lot, except by the Owners' professions or business which are operated pursuant to these Restrictions. The terms profession or business as are used in this paragraph are defined, beyond their ordinary dictionary meanings, as: Any occupation or profession carried on by a member of the immediate family residing on the premises in connection with which there is no sign other than a nameplate used to identify the business, or no display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a dwelling; there is no commodity sold upon the premises; no person is employed other than a member of the immediate family residing on the premises; and no mechanical equipment is used except such as is permissible for purely domestic household purposes.
5. Any building erected, altered, placed or permitted to remain on any Lot shall be one (1), single-family dwelling utilized for private living quarters by a nuclear family, which must include at least a two-car attached garage.
6. No dwellings or buildings shall be located within thirty (30) feet from the road right-of-way or utility easements or sixty-five (65) feet from the center of a cul-de-sac and no building may be constructed within fifteen (15) feet of any property line as designated on the recorded Plat.
7. No structure of temporary character, portable storage building, trailer, manufactured home, modular home, or mobile home, basement, tent, shack, shall be placed upon or used on any lot at any time. Outbuildings, such as barns, sheds and unattached garages, must be approved thirty (30) days prior to construction by the Trustees. All outbuildings shall be in harmony with the external design of the home build on the lot. No pole construction or steel siding shall be permitted. No outbuildings shall be larger than nine hundred (900) square feet. No outbuildings shall be built with the wall height exceeding ten (10) foot.
8. L. P. tanks must be kept behind the home and out of sign, or behind a privacy fence. Any dwelling constructed upon any lot shall be of all new materials. Brick or stone need not be new.
9. (A) A dwelling of the design commonly referred to or known as a one-story dwelling shall have a first (1st) floor area, exclusive of that portion encompassed within an attached garage, of not less than eleven hundred (1,100) square feet.

(B) A dwelling of the design commonly referred to or known as split-foyer shall have an upper level area, exclusive of that portion encompassed within an attached garage, of not less than eleven hundred (1,100) square feet.

(C) A dwelling of the design commonly referred to or known as split-level shall have a floor area above grade, exclusive of that portion encompassed within an attached garage, of not less than eleven hundred (1,100) square feet.
10. For the purpose of the covenants contained in paragraphs six (6) and nine (9) herein eaves, steps and open porches shall not be considered as part of the dwelling and attached garage.

11. Construction plans, specifications and a plan showing the location of the structure must be approved by the Trustees as to the quality of the workmanship and materials, harmony of external design with existing structure, and as to the location with respect to topography and finish grade elevation before any building shall be erected, placed or altered on any residential lot. The Lot Owner shall be responsible for all erosion control during construction and during improvement of property. The exterior of the house shall be completed within six (6) months of the startup date. Landscaping, seeding and grading shall be completed within nine (9) months of the startup date.
12. Plans contemplating approval shall be submitted to the Trustees and be rejected or accepted by the Trustees within thirty (30) days. If the Trustees fail to reject or accept said plan during the thirty (30) day period, acceptance shall be conclusively presumed. Lot Owners shall be responsible for any damages resulting in the subdivision from the construction and shall repair or replace any property if damaged by lot owner or his contractor and subcontractors.
13. No lot in the subdivision 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 an individual nuclear family unit as a residence.
14. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the subdivision. Firearms shall not be discharged in the subdivision.
15. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any Lot; provided, however, that permission is hereby granted for the erection and maintenance of not more than one (1) advertising board on each Lot 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 Lot upon which it is erected, except Owners may erect signs for advertising at the entrances.
16. All grasses and weeds which may grow upon any Lot shall be cut and trimmed by the Lot Owner at least three (3) times per year. If this is not done, the Trustees shall have the right to enter said lot and cut the grasses and weeds and an assessment of the cutting may be made and charged against the Owner of the said Lot.
17. Said premises/Lot shall not be used for any unlawful purpose or for any purpose that will injure the reputation of the subdivision or the peaceful enjoyment of others. Off-road vehicles such as A.T.V.s, three or four wheeler vehicles, dirt bikes, etc., shall not be ridden in the subdivision.
18. All repairs and maintenance of any structure on said Lots must be like and strictly conform to the original design and structure. No additions of any type shall be made to the original structure unless approved in writing by the Trustees.
19. All Fences constructed must be of new materials such as wood, milling or chain link with new posts set in concrete, with the exception of rail fencing. All board fences shall be of the type with openings aggregating not less than fifty percent (50%) of the fence. No fence will

be constructed beyond the front of any dwelling; unless however, the fence is of the front-yard ornamental type.

20. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot. Up to 2 household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. No dog, cat, or other household pet shall be permitted by a Lot Owner to be off the Lot of the Lot Owner unless on a leash, controlled by some person physically able to prevent a dog, cat, or other household pet from escaping.
21. 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 lot in said subdivision unless such boat or recreational vehicles are parked behind the front corner of the residence or kept garaged. No vehicle licensed over Thirty Thousand (30,000) lbs may be parked or permitted to remain in the subdivision. Any swimming pool must be behind the rear corner of the residence.
22. No automobile, motorcycle, or machinery of any kind may be dismantled, assembled, repaired, or worked on in any manner upon any Lot or street in this subdivision, unless such repairs are conducted inside a private garage which makes the automobile, motorcycle, or machinery of any kind which is dismantled, assembled, repaired, or worked on in any manner screened from public view. None of the above enumerated items may be performed on any street of this subdivision.
23. All motor vehicles remaining in any lot or street longer than fifteen (15) days not in proper operating condition shall be hauled away and stored at the owner's expense. There shall be no unlicensed vehicles parked on any street and no unlicensed vehicle shall be kept on a lot in a place where it can be viewed from the street.
24. The subdivision shall be served by a centralized septic system. The up-keep and operation costs shall be paid pursuant to the terms of paragraph 26 of these regulations and any costs of the operation, up-keep, maintenance or repair of said septic system shall be borne by the responsible parties as set forth in said paragraph 26. As long as said central septic system is operational, there shall be no individual septic system operated by any lot owner. In the event that said central septic system is no longer operated, then the balance of this paragraph 24 shall apply. No open sewage or drainage system shall be permitted for the disposal of the sewage or water from internal household, unless approved by the Lincoln County Sanitation Department and all septic systems must be installed and maintained in compliance with all local and state regulations.
25. No junk, garbage, trash or garbage cans shall be permitted on the premises except that garbage cans for household use may be temporarily placed at the curb during garbage pick-up days.
26. There is hereby created a Board of Trustees, for the North Moore Estates Homeowners Association, Inc. or such other entity or entities as may be later established or amended which have the purpose of administering these restrictions or the rights conferred herein to the Trustees. Hereinbefore and hereafter called "Trustees," which will consist of three (3) in number and will be the governing body of the subdivision and have the right to prepare and

enforce all reasonable rules and regulations for the enforcement of these restrictions and covenants and shall have the authority to convey or make grants of the easements, in whole or in part, set forth in Paragraph 2. The Trustees shall have the right to convey any land, utilities or appurtenances deemed appropriate to properly operate the utilities of the subdivision. The Trustees shall have the right to set up additional entities as the Trustees deem correct to operate and own any real estate, easement, or personal property which will benefit the Lot Owners.

- (A) The first Board of Trustees shall have two members and shall initially consist of BERNARD J. HENKE and DEBORAH S. HENKE and shall serve until all of the lots are sold.
- (B) Thereafter each member of the Board of Trustees shall serve for a term of three (3) years or until his successor shall have been elected and qualified and be elected from among the Lot Owners. However either Bernard J. Henke or Deborah S. Henke shall hold the office of Trustee as long as the Owner, or a successor Developer, owns any lot in the subdivision.
- (C) In the event any of the Trustees shall die or decline to act or become incompetent to act for any reason, then the remaining Trustees shall appoint a successor or successors which shall serve until the Trustees set forth in Paragraph 26 subparagraphs (A) & (B) are no longer entitled to serve as Trustees.
- (D) A meeting of existing Lot Owners shall be held on the 3rd Monday of March each calendar year at 6:30 p.m. after 2/3 of the lots have been sold by the Owner/Developer and on the 3rd Monday of March each calendar year at 6:30 p.m. thereafter for the purpose of electing Trustees and transacting any other business properly before the Lot Owners. Said meeting shall be at a convenient place within the subdivision, or such other convenient and accessible place, as designated by the existing Board of Trustees, after first giving Ten (10) days written notice by posting notices in the subdivision in two (2) places likely to be seen by the Lot Owners or by mailing the notice to the usual post office address of the holder of the legal title to the Lot as shown by the records of the Lincoln County Assessor, provided however that failures to give said notices shall not affect the meeting.
- (E) A special meeting of the Lot Owners may be called by the Trustees upon their own motion or upon petition of two-thirds (2/3) of the Lot Owners in the subdivision. Said meeting shall be at a convenient place within the subdivision, or such other convenient and accessible place, as designated by the existing Board of Trustees, after first giving Ten (10) days written notice by posting notices in the subdivision in two (2) places likely to be seen by the Lot Owners or by mailing the notice to the usual post office address of the holder of the legal title to the Lot as shown by the records of the Lincoln County Assessor, provided however that failures to give said notices shall not affect the meeting.
- (F) In all voting, whether for the election of Trustees, or for any other purposed whatsoever, each Lot shall represent one (1) vote. A Lot Owner shall have the ability to designate by written proxy the ability to vote for such Lot Owner. The written proxy shall be delivered to the Trustees prior to any meeting.

(G) The Trustees shall have the power and authority to prevent, in their own names and as Trustees, violation of any express trust, any infringement, and compel the performance of any restriction. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

(H) The Trustees and their successors are hereby authorized, empowered and granted the right to make assessments upon and against the several lots in said subdivision for the purpose and at the rate hereinafter provided, and in the manner and subject to all the conditions hereinafter provided in this paragraph.

(1) To make uniform assessments of not to exceed four hundred dollars (\$400.00) on each improved lot in any one (1) year, payable each year upon and against the several lots in said subdivision for the purpose of carrying out the general duties and powers of the Trustees to defend the enforce restrictions, and for operation, improvements and maintenance and upkeep of the streets, the improvements, sewer system and operation of the Association. This assessment shall be due as follows: one-half on March 15 and the remaining one-half on September 15. A newly sold lot shall pay the uniform assessment for the year upon closing.

(2) If, at any time, the Trustees shall consider it necessary to make any expenditures requiring an assessment additional to the assessments above provided, they shall submit in writing to the owners of Lots for approval an outline of the plan of the project contemplated, and the estimated amount required for completion of the same and the total assessment required. If such project and the assessment so stated shall be approved by written consent of the owners of three-fourths (3/4) or more Lots in said subdivision, the Trustees shall, in the manner hereinafter described, notify all owners of lots in said subdivision of the additional assessments; the limit five hundred dollars (\$500.00) a Lot per year for general purposes as provided in paragraph 26, (H) (1), shall not apply to any assessment made under the provision of this paragraph.

(I) All assessments, either general or special, made by the Trustees for the purpose hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit:

- (1) Subject to the above consent of the Lot Owners, no assessment shall be made except upon resolution adopted by a majority of the Trustees, at a meeting of the Trustees which resolution shall be incorporated into, and made a part of, the minutes of said meeting. Minutes shall be kept of all Trustees' meetings.
- (2) 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 to the Lot as shown by the records of the Lincoln County Assessor, or may be given by posting a brief notice of the assessment upon a lot itself. Service in any one (1) of the said methods shall be sufficient.
- (3) Assessments shall be made on an improved lot basis, as the lots are shown on the recorded plat of said subdivision.

- (4) Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said assessments are due, it shall bear interest at the highest rate allowed by law per annum until paid, and such assessment and interest shall constitute a lien upon said lot and said lien shall continue in full force and affect until said amount is fully paid, provided, however, that such lien shall never be prior to and shall always be subordinate to and Deed of Trust of record whether before or after, in point of time. The costs of placing and enforcing such lien including attorney's fees and costs shall be paid by the Lot Owner who has not paid the assessment. The amount of the lien shall bear interest at the maximum rate allowable by law for interest on judgements of any Court in Missouri.
- (5) At any time after the passage of the resolution levying an assessment, and its entry in its minutes, the Trustees may in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one (1) or more lots, and cause same to be recorded in the Recorder's Office in the County of Lincoln, State of Missouri, and the Trustees shall, upon payment of the full amount of the lien, including attorney's fees and costs, cancel or release and one (1) or more lots from the liability for assessment, as shown by recorded instrument, by executing, acknowledging and recording, at the expense of the Lot Owner of the property affected, a release of such assessment with respect to any Lot or Lots affected and the Trustees shall cause to be noted from time in the minutes of its proceedings the payments made on account of assessments. The assessment shall constitute a lien whether recorded or not.
- (6) All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri, now existing or which may hereinafter exist, are hereby referred to and made a part of the instrument of the collection of the aforesaid assessments.
- (J) The Trustees may receive, hold, convey, dispose or administer in trust for any purpose mentioned in this indenture or the plat of the subdivision, any gift, grant, conveyance or donation of money, real or personal property.
- (K) The Trustees, in exercising the rights, power and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this indenture, may from time to time enter into contracts, employ grants, servants, and labor as they may deem necessary, and employ counsel and institute and prosecute such suits as they deem necessary and advisable and defend suits brought against them individually or collectively, to purchase insurance deemed necessary by the Trustees to operate or protect the subdivision, in their capacity as Trustees.
- (L) Nothing herein contained shall be construed to compel the Trustees to make any payment or to incur any liability in excess of the amount of which shall be in their hands as a result of assessments made against Lot Owners as herein provided.
- (M) The act or acts of any two (2) of the Trustees shall, for the purpose of this indenture, have the same force and effect as if all the Trustees performed such act or acts.
- (N) The Trustees shall not be personally liable for any debt, liability or obligation of the subdivision. All persons, associations or other entities extending credit to, contracting

with, or having any claim against the subdivision may look only to the funds and property of the subdivision for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the subdivision Trustees.

- (O) The Trustees have the power and authority to convey any real estate or easements, owned by the North Moore Estates Homeowners Association, Inc., appurtenances, water and/or sewer system existing in the subdivision to a municipality or a public sewer district or to any Missouri Not for Profit Corporation or board of Trustees for the operation of such utilities.
 - (P) All Lot Owners shall be required to connect to the sewer system and shall be bound by the rules of the Homeowners Association on the connection with the use of said facility.
27. These restrictions may be changed, modified or amended at any time in the future by the Owner/Developer as provided in paragraph 29, or with written covenant signed by the Owners of Two-Thirds (2/3) of the said lots in said subdivision if they are not amended pursuant to paragraph 29. The said amendment or modification is to be and become effective only upon recording of the same in the office of the Recorder of Deeds of Lincoln County, Missouri. Such amendment or modification will not require the signatures of any holders of a mortgage, Deed of Trust, or other lien against the perspective lots or the improvements thereon.
 28. A cancellation or finding of any of these covenants to be unenforceable by a Judgment or other Order of a Court of competent jurisdiction shall in no way affect any of the other provisions which are not cancelled or found unenforceable, the remainder of which shall remain in full force and effect as if the portion which was cancelled or found unenforceable is no longer a part of these Declarations of Covenants, Conditions and Restrictions of North Moore Estates Subdivision.
 29. The Owner/Developer HENKE PROPERTIES, LLC reserves the exclusive right to amend and/or modify these restrictions or grant variances necessary stated herein as long as any lots are still owned by it or a Successor Developer. So long as a lot is owned by the Owner/Developer or a Successor Developer, no amendment may be made without the consent of the Owner/Developer or a Successor Developer.
 30. The Owner/Developer shall not be liable for any assessment created in these restrictions and covenants.
 31. The well lots as described on the plat herein shall be for the use of Lot Owners who are part of a Missouri Not for Profit Corporation, which are operated and serviced by a Missouri Not for Profit Corporation and for their heirs, successors and assigns of purposes of deriving water from the well location on the well lot and are hereby so dedicated to the Trustees for future conveyance to the Missouri Not for Profit Corporation(s) or such other entities as the Trustees believe would accept such ownership.
 32. The Subdivision Trustees, shall have the authority to oversee the maintenance of said common septic system and to collect from all users their allocable portion of the cost of the

maintenance, repair, and replacement and operation of said system which may be collected in the same manner as other assessments created by these Restrictions. In addition to any other legal action, the Subdivision Trustees can terminate and make arrangements to cut off access to the common septic system, to any user who is more than Thirty (30) days behind in paying any fees or assessments and can collect from such water user the expenses incurred in cutting off the sewer and restoring the sewer as a condition to restoring sewer service.

33. The herein described septic system is hereby subject to all conditions, restrictions, and limitations herein set out, directing and limiting the use and maintenance of said septic system, main line, and said conditions, restrictions and limitations shall operate as covenants running with the land into whomsoever hands it shall come and shall be enforceable by the Subdivision Trustees or by any person or persons now or hereafter owning any portion of the land lying in North Moore Estates Subdivision in behalf and for the benefit of any of them; and in the event the Subdivision Trustees fail to perform their duty to enforce these conditions and restrictions it shall be lawful for any person or persons now or hereafter owning any of the described lots in North Moore Estates Subdivision or any interest herein to prosecute any proceedings at law or in equity, by injunctions or otherwise, against any person or persons infringing or attempting to infringe, or omitting to perform or to keep, observe, or abide by the provisions herein for the purpose of preventing them from doing so or collecting damages for such infringement or omission or both.

IN WITNESS WHEREOF, the Owners have caused these covenants, conditions and restrictions to be signed on this 25th day of August, 2016.

HENKE PROPERTIES, L.L.C.

By:

Deborah S. Henke
DEBORAH S. HENKE,
Manager

STATE OF MISSOURI)

)ss.

COUNTY OF LINCOLN)

On this 25th day of August, 2016, before me
Elizabeth L. Zuroweste, a Notary Public in and for said state, personally appeared
DEBORAH S. HENKE, to me personally known to be the manager of HENKE PROPERTIES,
LLC, who being duly sworn did say that she is the manager of HENKE PROPERTIES, LLC, a
limited liability company of the State of Missouri, and acknowledged that she executed the same as
her free act and deed of said limited liability company in her capacity as manager.

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

Elizabeth L. Zuroweste
NOTARY PUBLIC

My Commission Expires: 4-22-2018



ELIZABETH L. ZUROWESTE
My Commission Expires
April 22, 2018
Lincoln County
Commission #14367068

Approval of Bank

SILEX BANKING COMPANY, lender for HENKE PROPERTIES, LLC who is the Grantee under a Deed of Trust Recorded with the Lincoln County, Missouri Recorder of Deeds executed by HENKE PROPERTIES, LLC, hereby states its approval of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions of North Moore Estates Subdivision and agrees that the same shall run with the land which is under active Deed of Trust for the benefit of SILEX BANKING COMPANY.

SILEX BANKING COMPANY by:


John T. Lovell, President




STATE OF MISSOURI)

) ss.

COUNTY OF)

On this 25th day of August, 20 16, before me appeared John T. Lovell, to me personally known, who, being by me duly sworn (affirmed) did say that he is the President, of Silex Banking Company, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

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

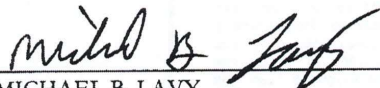

Notary Public

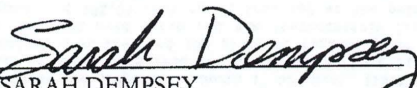
SEAL



ELIZABETH L. ZUROWESTE
My Commission Expires
April 22, 2018
Lincoln County
Commission #14397089

LOT 21


MICHAEL B. LAVY



SARAH DEMPSEY

LOT 17

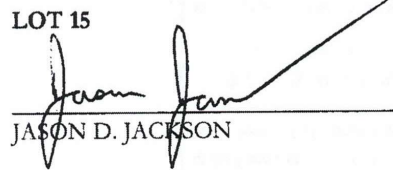

CURTIS KIRCHNER

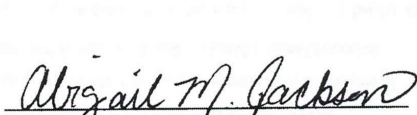

CHRISTINA KIRCHNER

LOT 16


DOUG PARKER


LOT 15

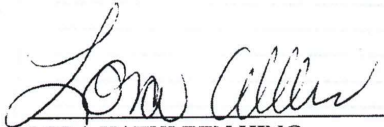

JASON D. JACKSON


ABIGAIL M. JACKSON

LOT OWNERS OF NORTH MOORE ESTATES

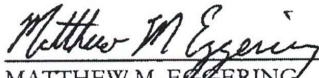
LOT 35

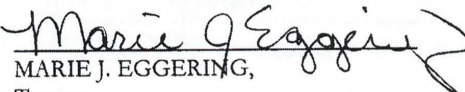

KYLE PERRY ALLEN


LORA KATHLEEN KING
n/k/a Lora Kathleen Allen

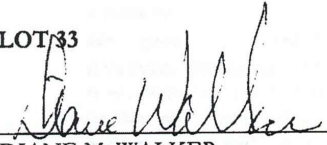
LOT 34

MATTHEW M. & MARIE J. EGGERING TRUST by

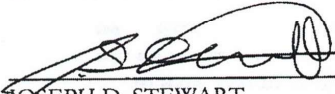

MATTHEW M. EGGERING,
Trustee


MARIE J. EGGERING,
Trustee

LOT 33



DIANE M. WALKER

LOT 32


JOSEPH D. STEWART

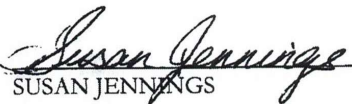

ASHLEY STEWART

LOT 31


BRITTANY R. WHITE n/k/a Brittany R. Oberndorfer

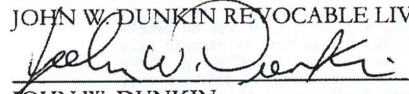
LOT 30


BRAD JENNINGS


SUSAN JENNINGS

LOT 27

JOHN W. DUNKIN REVOCABLE LIVING TRUST dated 11/16/15 by:


JOHN W. DUNKIN,
Trustee

Individual Notary

STATE OF MISSOURI)
) ss.
COUNTY OF LINCOLN)

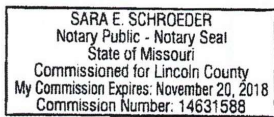
On this 14th day of June, 2016, before me personally appeared MICHAEL B. LAVY and SARAH DEMPSEY, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that *he*/she executed the same as *his*/*her* free act and deed as an owner of Lot 21.

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

Sara E. Schroeder

Notary Public

SEAL



Individual Notary

STATE OF MISSOURI)

) ss.

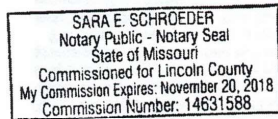
COUNTY OF LINCOLN)

On this 29th day of April, 2016, before me personally appeared CURTIS KIRCHNER and CHRISTINA KIRCHNER, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that *he*/she executed the same as *his*/*her* free act and deed as an owner of Lot 17.

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

Sara E. Schroeder
Notary Public

SEAL



Individual Notary

STATE OF MISSOURI)

) ss.

COUNTY OF LINCOLN)

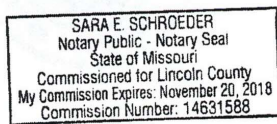
On this 14th day of June, 2016, before me personally appeared DOUG PARKER, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that *he*/she executed the same as *his*/*her* free act and deed as an owner of Lot 16.

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

Sara E. Schroeder

Notary Public

SEAL



Individual Notary

STATE OF MISSOURI)

) ss.

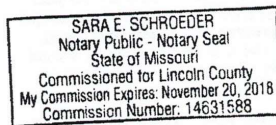
COUNTY OF LINCOLN)

On this 13th day of June, 2016, before me personally appeared JASON JACKSON and ABIGAIL JACKSON, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that *he*/she executed the same as *his*/*her* free act and deed as an owner of Lot 15.

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

Sara E. Schroeder
Notary Public

SEAL



Individual Notary

STATE OF MISSOURI)

) ss.

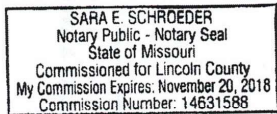
COUNTY OF LINCOLN)

On this 15th day of June, 2016, before me personally appeared Kyle Allen and Lora Kathleen King n/k/a Lora Kathleen Allen, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that *he*/she executed the same as *his*/*her* free act and deed as an owner of Lot 35.

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

Sara E. Schroeder
Notary Public

SEAL



Individual Notary

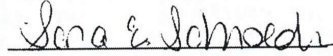
STATE OF MISSOURI)

) ss.

COUNTY OF LINCOLN)

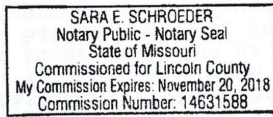
On this 14th day of June, 2016, before me personally appeared Matthew M. Eggering and Marie J. Eggering, Trustees, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that *he*/she executed the same as *his*/*her* free act and deed as an owner of Lot 34.

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



Notary Public

SEAL



Individual Notary

STATE OF MISSOURI)

) ss.

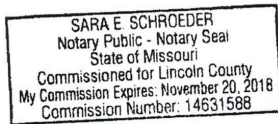
COUNTY OF LINCOLN)

On this 19th day of August, 2016, before me personally appeared Diane M. Walker, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that *he*/she executed the same as *his*/*her* free act and deed as an owner of Lot 33.

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

Sara E. Schroeder
Notary Public

SEAL



Individual Notary

STATE OF MISSOURI)

) ss.

COUNTY OF LINCOLN)

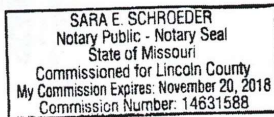
On this 25th day of August, 2016, before me personally appeared Joseph D. Stewart and Ashley Stewart, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that *he*/she executed the same as *his*/*her* free act and deed as an owner of Lot 32.

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



Notary Public

SEAL



Individual Notary

STATE OF MISSOURI)

) ss.

COUNTY OF LINCOLN)

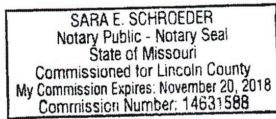
On this 23rd day of August, 2016, before me personally appeared Brittany R. White n/k/a Brittany R. Oberndorfer, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that *he*/she executed the same as *his*/*her* free act and deed as an owner of Lot 31.

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

Sara E. Schroeder

Notary Public

SEAL



Individual Notary

STATE OF MISSOURI)
) ss.
COUNTY OF LINCOLN)

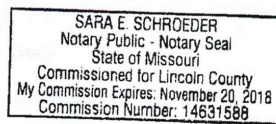
On this 2nd day of May, 2016, before me personally appeared Brad Jennings and Susan Jennings, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that *he*/she executed the same as *his*/*her* free act and deed as an owner of Lot 30.

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

Sara E. Schroeder

Notary Public

SEAL



Individual Notary

STATE OF MISSOURI)

) ss.

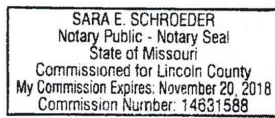
COUNTY OF LINCOLN)

On this 2nd day of May, 2016, before me personally appeared John W. Dunkin, Trustee, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that *he*/she executed the same as *his*/*her* free act and deed as an owner of Lot 27.

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

Sara E. Schroeder
Notary Public

SEAL



SCHEDULE "A"

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30,
TOWNSHIP 49, RANGE 1 WEST, BEING PART OF THE SAME LAND CONVEYED BY
JAMES HARLAN AND LIZZIE HARLAN, HIS WIFE, TO JAMES L. SHELKER, BY DEED
DATED FEBRUARY 28, 1905 RECORDED IN THE RECORDER'S OFFICE OF LINCOLN
COUNTY, MISSOURI IN BOOK 67 AT PAGE 588 ALL IN LINCOLN COUNTY, MISSOURI.